

Roosevelt Elementary School District, #66

26-CMAR-001

DESIGN PHASE FOR IRENE LOPEZ ACADEMY OF THE ARTS
REPLACEMENT

Roosevelt Elementary School District, #66

undefined

Design Phase for Irene Lopez Academy of the Arts Replacement

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1. CM@R Design Phase Services Recitals

Roosevelt Elementary School District, #66

Irene Lopez Academy of the Arts Replacement

Construction Manager at Risk

Preconstruction Design Phase Services

Contract # 26-CMAR-001

THIS CONTRACT, made and entered into this by and between Roosevelt Elementary School District, #66, an Arizona School District, hereinafter designated the "DISTRICT" and To Be Determined General Contractor, an Arizona corporation, hereinafter designated the "CONSTRUCTION MANAGER AT RISK" or "CM@R."

1.1. Superintendent's Authorization

The Superintendent of Roosevelt Elementary School District, #66 is authorized and empowered by action of the District Governing Board, hereinafter "Board," in open public meeting, to execute this contract for professional services and related construction services.

1.2. Location

The District intends to Irene Lopez Academy of the Arts Replacement located at 4610 S. 12th Street, Phoenix, AZ 85040, as more fully described in Exhibit A attached, hereinafter referred to as the "Project".

The proposed construction is more fully described in Exhibit "A" which is attached herewith (hereinafter referred to as the "Project"). The actual number of Facilities to be constructed by the RESD under this Contract, timing of construction and the specific Facilities to be constructed under this Contract shall be established by RESD at its sole discretion.

1.3. Design Professional

To undertake the design of some of said Irene Lopez Academy of the Arts Replacement, RESD has entered into a contract with Grace Design Studio ("Architects") hereinafter referred to as the "Design Professional."

1.4. CM@R Ability

The CM@Risk has represented to RESD the ability to provide design phase services and to construct the Irene Lopez Academy of the Arts Replacement.

1.5. Design Phase Services

Based on this representation, RESD intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at RESD's sole discretion, RESD may enter into a separate construction contract with the CM@Risk for construction phase services.

1.6. Agreement

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between RESD and the CM@Risk as follows:

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2. Article 1 Terms and Definitions

2.1. Addenda

Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

2.2. Agreement (Contract)

This written document signed by Roosevelt Elementary School District, #66 and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

2.3. Alternate Systems Evaluations

Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets RESD requirements.

2.4. Change Order (Amendment)

A written instrument issued after execution of the Contract Documents signed by Roosevelt Elementary School District, #66, CM@Risk and other parties as may be required or appropriate, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

2.5. Construction Contract Time(s)

The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial and Final Completion of the Work.

2.6. Construction Documents

The plans, specifications and drawings prepared by Grace Design Studio, the Design Professional after correcting for permit review requirements.

2.7. Construction Fee

The CM@Risk's administrative costs, home office overhead, and profit, applicable to this work, whether at the CM@Risk's principal or branch offices.

2.8. Construction Manager at Risk (CM@Risk)

The firm, corporation, or other approved legal entity with whom Roosevelt Elementary School District, #66 has entered into this Contract to provide services as detailed in this Contract.

2.9. Contingency, CM@Risk's

A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. The amount of the CM@Risk's Contingency will be negotiated as

a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Section 2.7.

2.10. Contingency, Owner's

A fund to cover cost growth during the Project used at the discretion of RESD usually for costs that result from RESD directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by RESD and will be in addition to the project costs included in each CM@Risk's GMP package. Use and management of the Owner's Contingency is described in Section 2.7.

2.11. Contract Amount

The cost for services for this Contract as identified in Article 4.

2.12. Contract Documents

Means the following items and documents in descending order of precedence executed by RESD and the CM@Risk:

- A. all written modifications, amendments and Change Orders;
- B. this Agreement, including all exhibits and attachments;
- C. Construction Documents; (iv) GMP Plans and Specifications;
- D. Request for Qualifications (RFQ) 26-CMAR-001 issued by Roosevelt Elementary School District, #66 relative to the Project.

2.13. Cost of the Work

The direct costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by RESD), materials testing, and related items. The Cost of the Work shall not include the CM@Risk's Construction Fee, General Conditions Cost, or prime taxes.

2.14. Critical Path Schedule

The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will cause a delay in achieving Substantial Completion.

2.15. Day

Calendar day unless otherwise specifically noted in the Contract Documents.

2.16. Deliverables

The work products prepared by the CM@Risk in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are not limited to:

- A. Construction Management Plan,

- B. Project Schedule,
- C. Schedule of Values,
- D. alternative system evaluations,
- E. procurement strategies and plans,
- F. cost estimates,
- G. construction market surveys,
- H. cash flow projections,
- I. GMP Proposals,
- J. Subcontractor procurement plan,
- K. Statement of Proposed MBE/WBE Utilization,
- L. Subcontractor agreements,
- M. Subcontractor bid packages,
- N. Supplier agreements, and
- O. others as indicated in this Contract or required by the Project Team.

2.17. Design Professional

The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project. The District has selected Grace Design Studio.

2.18. District (Owner)

Roosevelt Elementary School District, #66, an Arizona School District, with whom CM@Risk has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

2.19. Drawings (Plans)

Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the District. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bid ability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but “not for construction”. Shop Drawings are not Drawings as so defined.

2.20. Final Completion

Means 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and closeout documents specified in Owner's Project specifications and Owner training/start up activities.

2.21. Float

The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

2.22. General Conditions Costs

Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase:

- A. payroll costs for District Representative or construction manager for Work conducted at the site;
- B. payroll costs for the superintendent and full-time general foremen;
- C. payroll costs for other management personnel resident and working on the site;
- D. workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.);
- E. administrative office personnel;
- F. costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site;
- G. costs of liability insurance premiums not included in labor burdens for direct labor costs;
- H. costs of bond premiums;
- I. costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and
- J. fees for licenses.

2.23. Guaranteed Maximum Price (GMP)

The sum of the maximum Cost of the Work including the Cost of the Work, CM@Risk's Construction Fee, General Conditions Costs, sales tax, and CM@Risk Contingency. At the District's sole discretion, the District may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work or for such other purpose that may be in the District's best interest.

2.24. GMP Plans and Specifications

The three sets of plans and specifications provided pursuant to paragraph 2.7.G upon which any Guaranteed Maximum Price Proposal is based. Separate GMP Plans and Specifications are required for each GMP.

2.25. Guaranteed Maximum Price (GMP) Proposal

The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract. As stated above, at the RESD's sole discretion, Roosevelt Elementary School District, #66 may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work or for such other purpose that may be in the RESD's best interest.

2.26. Laws and Regulations; Laws or Regulations

Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

2.27. Notice to Proceed (NTP)

A written notice given by District to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this Contract.

2.28. Payment Request

The form that is accepted by Roosevelt Elementary School District, #66 and used by the CM@Risk in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or Roosevelt Elementary School District, #66.

2.29. Project

The works to be completed in the execution of this Contract as described in the Recital above and Exhibit "A" attached.

2.30. Project Team

Design phase services team consisting of the Design Professional, CM@Risk, District Representative(s), and other stakeholders who are responsible for making decisions regarding the Project.

2.31. Schedule of Values (SOV)

Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

2.32. Shop Drawings

All drawings, diagrams, schedules and other data specifically prepared for the Work by the CM@Risk or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.33. Site

The land or premises on which the Project is located.

2.34. Specifications

The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

2.35. Sub consultant

A person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

2.36. Subcontractor

An individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor selection plan described in paragraph 2.8 of this Contract.

2.37. Substantial Completion

When the Work, or an agreed upon portion of the Work, is sufficiently complete so that District can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to:

- A. Approval by District Fire Marshall and local authorities (Certificate of Occupancy);
- B. Elevator Permit;
- C. all systems in place, functional, and displayed to the District or its representative;
- D. all materials and equipment installed;
- E. all systems reviewed and accepted by the District;
- F. draft O&M manuals and record documents reviewed and accepted by the District;
- G. District operation and maintenance training complete;
- H. HVAC test and balance completed (Provide minimum 30 days prior to projected substantial completion);
- I. landscaping and site work; and
- J. final cleaning.

The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase contract.

2.38. Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

2.39. Work

The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

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3. Article 2 Basic Design Phase Services

3.1. GENERAL

- A. The CM@Risk, to further the interests of the District, will perform the services required by, and in accordance with this Contract, to the satisfaction of the District, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Maricopa County, would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by Roosevelt Elementary School District, #66.
- B. Program Evaluation: As a participating member of the Project Team, the CM@Risk will provide to the District, District representative(s), and Design Professional a written evaluation of the District's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- C. Project Meetings: The CM@Risk will attend Project Team meetings, which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- D. The CM@Risk will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk will promptly notify the District in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, any GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- E. The CM@Risk when requested by the District, will attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@R will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

3.2. CONSTRUCTION MANAGEMENT PLAN

- A. The CM@Risk shall prepare a Construction Management Plan (CMP), which may include the CM@Risk's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate sub agreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a

commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

- B. The CM@Risk may, and at the written request of the District shall, add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the District shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the District, Design Professional or the CM@Risk, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the District.

3.3. PROJECT SCHEDULE

- A. The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and for the Project Team to utilize that Deliverable as a basis for managing and monitoring all members' compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the District. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable to the District. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.
- B. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.
1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.
 2. The CPM diagram schedule shall indicate all relationships between activities.

3. The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
 4. The CPM diagram schedule shall be based upon activities, which coincide with the schedule of values.
 5. The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
 6. The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.
 7. The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other source approved by the District.
- C. The Project Schedule shall consider the District's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- D. Float time shall be as prescribed below:
1. The total Float within the overall schedule, is not for the exclusive use of either the District or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.
 2. The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a legitimate delay, recognized in the Contract Documents, occurs which extends the Work beyond the Substantial Completion date.
 3. Since Float time within the schedule is jointly owned, it is acknowledged that District-caused delays on the Project may be offset by District-caused timesaving's (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes that result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all District-caused timesaving's are exceeded, and the Substantial Completion date is also exceeded.

4. The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date versus that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
5. Project Phasing: If phased construction is deemed appropriate and the District and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

3.4. DESIGN DOCUMENT REVIEWS

- A. The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, any GMP Proposals and/or the Project Schedule.
- B. The CM@Risk will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@Risk to construct the Project. Before initiating construction operations, the CM@Risk may request additional investigations in any of their GMP Proposals to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.
- C. The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@Risk will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.
- D. The CM@Risk will routinely conduct constructability and bid ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to

identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

1. Constructability Reviews: The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.
2. Bid ability Reviews: The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
3. The results of the reviews will be provided to the District in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the District, the CM@Risk will meet with the District and Design Professional to discuss any findings and review reports.
4. The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.
5. Notification of Variance or Deficiency: It is the CM@Risk's responsibility to assist the Design Professional in ascertaining that, in the CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and District in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

6. Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP Proposals.

3.5. COST ESTIMATES

- A. Unless otherwise agreed by both parties, within 14 days after receipt of the documents for the various phases of design, the CM@Risk shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the District will make the final determination.
- B. If any estimate submitted to the District exceeds previously accepted estimates or the District's Project budget, the CM@Risk shall make appropriate recommendations on methods and materials to the District and Design Professional that he believes will bring the project back into the Project budget.
- C. In between these milestone estimates, the CM@Risk shall periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering, scope changes or other factors. It shall be the responsibility of the CM@Risk to keep the District and Design Professional informed as to the major trend changes in costs relative to the District's budget.
- D. If requested by the District, the CM@Risk shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the District in the financing process.

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3.7. GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- A. Any proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the District (see Exhibit "D" attached). The District may request a GMP Proposal for all or any portion of the Project, at any time during the design phase, and at such other times and for such other purposes as may be beneficial to the District. Any GMP Proposals submitted by the CM@Risk will be based on and consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs and include any

clarifications or assumptions upon which the GMP Proposal(s) are based. The CM@Risk guarantees to complete any portion of the Project subject to a separate GMP at or less than the approved GMP Proposal amount for that portion of the Project and the Project at or less than any final approved GMP Proposal amount, plus approved Change Orders, and agrees that it will be responsible for any increase in the actual cost of the Work above these amounts.

- B. At the District's sole discretion, the District may require multiple GMPs for specific elements of the Project to expedite and/or phase the Work; procure materials, equipment and/or supplies as may be advantageous to the District; and/or, for such other purpose that may be in the District's best interest. If multiple or phased GMPs are utilized, they shall comply with all requirements set forth in this section 2.7 and all other sections of this Agreement. Acceptance of one GMP does not obligate the District to accept subsequent or any other GMPs, nor does it obligate the District in any manner beyond the GMP actually accepted. The Contractor shall provide the GMP document and a detailed schedule of values in a format that will be provided by the District. The GMP is subject to modification only as expressly provided for in this Agreement.
- C. If a GMP, or any one of multiple or phased GMPs, is not established or agreed to by the District, all references in this Agreement to the GMP shall not be applicable, and the parties shall proceed on the basis of reimbursement of design phase services as set forth in this Agreement. There shall be no termination fees, penalties or payments due, payable or paid from or by District to Contractor in the event that this Agreement or any construction agreement arising from this Agreement between the parties is rescinded, modified or terminated due to the rejection of, failure to agree to, or failure to establish for any and whatever reason any GMP that may be proposed or considered. No amount shall be paid for any services not established or agreed to by the District absent a written agreement between the parties to the contrary.
- D. Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.
 - 1. The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.
 - 2. The General Conditions Costs and the Construction Fee are firm fixed lump sums.
 - 3. CM@Risk's Contingency is an amount the CM@Risk may use under the following conditions:
 - a. at its discretion for increases in the Cost of the Work, or
 - b. with written approval of the District for increases in General Condition Costs.CM@Risk's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.
 - 4. Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or

merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5. Owner's Contingency are funds to be used at the sole discretion of the Owner. Owner's Contingency will be added to the Contract Price to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. At the time that Owner's Contingency is used, the appropriate markups will be applied.
6. GMPs are cumulative except for CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.
7. The CM@Risk, in preparing any GMP Proposal, will obtain from the Design Professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). The CM@Risk will prepare any GMP in accordance with the District's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications. The CM@Risk will send one set of those documents to the District's District Representative, keep one set and return the third set to the Design Professional.
8. An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications for that GMP. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.
9. GMP savings resulting from a lower actual project cost than anticipated by the CM@Risk remaining at the end of the project will revert to the District.
10. GMP Proposal(s) Review and Approval.
 - a. The District may request one or more GMPs from the CM@Risk at any time during the Design Phase or at such other times as may be beneficial to the District. It is the District's expectation that any GMP shall not exceed the District stated Project budget or the portion of the Project budget designated for that portion of the Project for which a GMP is requested.
 - b. The CM@Risk will meet with the District and Design Professional to review any and all GMP Proposal(s) and the written statement of its basis. In the event the District or Design Professional discovers inconsistencies, inaccuracies or confusion in the information presented, the CM@Risk will make adjustments as necessary to any or all GMP Proposals, their basis or both.
 - c. The CM@Risk's detailed construction cost estimates and any and all GMPs will be reviewed by the Design Professional and the District for reasonableness and compatibility with the District's Project and the District's budget or portions thereof.

The CM@Risk shall provide a response to the Design Professional's and District's questions and an explanation of differences between the District's Project budget and the CM@Risk's construction cost estimate and any corresponding GMP. District may require that such responses and explanations be submitted in writing. The CM@Risk, District and Design Professional shall engage in a mutually agreeable process in an effort to achieve clearly understood mutually acceptable GMPs.

- d. In the event that any GMP, either individually or collectively, exceeds the District's Project budget, or a portion thereof, the District reserves the right to direct the CM@Risk (and the CM@Risk shall) work in conjunction with the Design Professional to assist in the re-design of the Project as necessary to meet the agreed upon program and the stated Project budget as follows:
 - i. After direction from the District, the CM@Risk shall coordinate and cooperate with the Project Team to assist the Design Professional in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.
 - ii. The CM@Risk shall develop and provide to the District new GMPs in connection with the altered Construction Documents to accomplish the necessary reductions in cost.
 - iii. The CM@Risk shall analyze the Design Professional's original submittal and as altered and redrafted Construction Documents, and make recommendations to the District as to ways and methods to reduce the costs of constructing the Project to a sum, which does not exceed the stated Project budget.
- e. The District upon receipt of any GMP proposal from the CM@Risk, may submit the applicable GMP proposal, Plans and Specifications to a third party for review and verification.
- f. If any CM@Risk GMP Proposal is greater than the third party estimate or if the District, for some other stated reason may desire, the District may require the CM@Risk to reconfirm its applicable GMP Proposal. The CM@Risk will review the third party's estimate for the cost of Work as part of the applicable GMP, or present a report within seven (7) days of a written request by the District for such a report identifying, explaining and substantiating the differences and/or explaining other concerns the District may raise. The CM@Risk may be requested to, or may at its own discretion, submit one or more revised GMP Proposals for consideration by the District.
- g. If during the review and negotiation of any GMP Proposal design changes are required, the District will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk will promptly notify the

Design Professional and District in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

3.8. SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

Absent special circumstances documented in writing by the CM@R as set forth below, the combination of qualifications and price derived through competitive bidding process shall be used to select Subcontractors and Major Suppliers. The District has the sole discretion as to whether or not to allow the purely qualitative selection of Subcontractors and Suppliers. In any event, CM@R shall insure compliance with Arizona Revised Statutes §41-2578 as amended and A.A.C. R7-2-1116 and as they may be further modified relative to the selection of Subcontractors and Major Suppliers.

- A. There are two ways to select Subcontractors and major Suppliers prior to submission of any GMP Proposal. They are:
 - 1. A combination of qualifications and price derived through competitive bidding;
 - 2. Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the District's best interest.
- B. The District may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when the CM@R can demonstrate, in writing, that it is in the best interest of the Project and that the selection process will constitute a prudent use of public funds.
 - 1. A purely qualification based selection of a Subcontractor(s) or Supplier(s) should only occur prior to the submittal of any applicable GMP Proposal.
 - 2. The CM@R will prepare a Subcontractor or Supplier selection plan and submit the plan to the District for approval. The CM@R shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the District with its review and recommendation.
 - 3. The CM@R must receive District approval of the selected Subcontractor(s) or Supplier(s). If the CM@R is to self-perform under this alternative the CM@R must submit a detailed explanation and demonstration of the cost of the work it will self-perform. The CM@R must further provide documentation to demonstrate that for any work that is self-performed, the cost of any such work is a reasonable and prudent use of public funds. The District must approve the CM@R self-performance of any part of the work and the cost therefore prior to accepting any GMP proposal.
 - 4. The CM@R will negotiate costs for services/supplies from each Subcontractor or Supplier selected under this method.
 - 5. Within three (3) days of negotiating cost for services/supplies from all Subcontractors or Suppliers selected under this method, the CM@R shall then prepare a report for the District's approval identifying the recommended Subcontractor or Supplier for each category of the Work to be performed. The report shall be in a format approved by the

District's representative and shall include, among other things, the amount of each such cost. The CM@R may, at its discretion or at the request of the District's representative, request written verification of any costs selected. The CM@R shall provide an explanation of the qualifying factors for each selection.

- C. In all other cases, CM@R shall select Subcontractors and Major Suppliers pursuant to the following process which includes a combination of qualifications and price derived through competitive bidding or as may otherwise be agreed in writing by the parties. CM@R shall ensure that any such process is fully compliant with the above referenced Arizona law.
1. The CM@R will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors selected pursuant to a qualifications based procedure, for each trade in the Project for approval by the District and solicit bids for the various construction categories. If there are not three qualified Subcontractors available for a specific trade or there are extenuating circumstances warranting such, the CM@R may request approval by the District to submit less than three names. Without prior approval by the District, no change in the District-approved Subcontractors will be allowed.
 2. If the CM@R desires to self-perform certain portions of the construction, it shall comply with and be subject to the requirements set forth in paragraph 2.8.B.3.
 3. If the District objects to any nominated Subcontractor or to any nominated self-performed construction for good reason, the CM@R will nominate a substitute Subcontractor.
 4. The CM@R will distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.
 5. The CM@R shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@R, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor bids will be done with the District Representative in attendance to observe and witness the process. The CM@R will resolve any Subcontractor bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the construction.
- D. Upon completion of the Subcontractor selection process, the CM@R shall submit a summary report to the District of the entire Subcontractor selection process. The report will indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law as cited in paragraph 2.8.A and the selected Subcontractors for each category of Work.

- E. The selected Subcontractors will provide a schedule of values, which will be used to create the overall project schedule of values.
- F. CM@R shall employ only Subcontractors who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.
- G. Regardless of the selection procedure, the CM@R is responsible for ensuring that the costs of the Subcontractor's and/or Supplier's services are reasonable and a prudent use of public funds.
- H. Regardless of the selection procedure and in any case, the CM@R is solely responsible for the cost and performance of the selected Subcontractors or Suppliers. The District's approvals under this section are not and shall not be construed to be a waiver, in part or in whole of CM@R's responsibility and obligation to perform as set forth in this Agreement or subsequent Construction Agreement or GMP and for the cost or less than the cost set forth in any GMP to which the parties agree.

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4. Article 3 Period of Services

- A. The design phase services described in this Contract will be performed by CM@R in accordance with the most current update/revised, District approved, Project Schedule. Failure on the part of the CM@R to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the District.

4.1. Period of Services

Upon failure to adhere to the approved schedule, District may provide written notice to CM@R that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@R's receipt of such notice.

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5. Article 4 Contract Amount and Payments

5.1. CONTRACT AMOUNT

- A. Based on the design phase services fee proposal submitted by the CM@R and accepted by the District (which by reference is made a part of this Contract); the District will pay the CM@R a fee not to exceed \$_____ as follows:
1. For the basic services described in Article 2, the CM@R shall receive a fee not to exceed: \$_____
 2. Total Contract Amount, not to exceed, \$_____
- B. For the construction phase, the following fees or amounts are agreed between the parties and shall not exceed:
1. Contractor's fee or profit not to exceed _____% of the Cost of Work or \$_____ lump sum.
 2. General Conditions shall not exceed _____% of the Cost of Work or \$_____ lump sum.

5.2. PAYMENTS

- A. Requests for monthly payments by the CM@R for design phase services will be submitted on the District's "Contract Payment Request" form and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.
- B. The fees for the CM@R and any Subconsultants will be based upon the hourly rate schedule included as Exhibit B attached hereto and made a part hereof.
- C. The CM@R will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CM@R has received payment for those services from the District. In no event will the District pay more than 90 percent of the Contract Amount until final acceptance of all design phase services, and award of all final approved GMPs for the entire Project by District Board.
- D. The CM@R agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the District during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be

solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@R to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the District of any of its legal rights herein.

- E. No compensation to the CM@R will be allowed contrary to Arizona law.
- F. If any service(s) executed by the CM@R is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@R, the CM@R is to be paid for the services performed prior to the abandonment or suspension minus amounts claimed by the District for deficient performance.
- G. All progress payments shall be made in compliance with A.A.C. R7-2-1115.

5.3. ADDITIONAL DESIGN PHASE SERVICES

- A. The following Additional Services may be required for the successful completion of this Project. Mark-ups are not authorized. Only the reimbursables specifically identified below will be reimbursed as authorized herein. It is assumed that CM@R will provide all service necessary for the performance of this Agreement as Basic Services and that Additional Services will only be allowed and paid due to extraordinary circumstances approved by the District prior to performing and/or accruing expenses relative to any such Additional Services.
 - 1. If not available within the CM@R's staff, and if approved by District prior to CM@R procuring the subject services, CM@R will secure services of a qualified individual or firm to provide Drawings and Specifications reviews as required. The CM@R will forward invoices from the individual or firm to the District for payment of costs. The cost of such services will not exceed an amount to be set by the District at the time of District's approval without further written approval of the District.
 - 2. If approved by the District prior to CM@R procuring the subject services, the CM@R will secure the services of a qualified cost estimating individual or firm to provide cost estimating services in addition to those required under this Contract. The CM@R will forward copies of the invoices from the individual or firm to the District with the CM@R's payment request. The cost for such service will not exceed an amount to be set by the District at the time of District's approval without further approval of the District.
 - 3. If approved by the District prior to CM@R procuring the subject services, the CM@R will provide services related to evaluations of and recommendations for long-lead time procurements in addition to those required under this Contract, in order to meet the Project Schedule requirements. The cost for such service will not exceed an amount to be set by the District at the time of District's approval without further approval of the District.

4. When authorized by the District, the CM@R will be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:
 - a. Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed \$50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of \$45) shall be reimbursed. The CM@R shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed an amount to be set by the District at the time of District's approval without further approval of the District.
 - b. Long-distance telephone incurred on behalf of the Project will not be reimbursed. These costs will not exceed an amount to be set by the District at the time of District's approval without further approval of the District.
 - c. Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services not included in the basic services that may be requested by the District. The cost of such service will not exceed an amount to be set by the District at the time of District's approval without further approval of the District.

6. Article 5 District's Responsibilities

6.1. District Responsibilities

- A. The District, at no cost to the CM@R, will furnish the following information:
 - 1. One copy of data the District determines pertinent to the work. However, the CM@R will be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 2. All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
 - 3. The name of the District employee or District's representative who will serve as the District Representative during the term of this Contract. The District Representative has the authority to administer this Contract and will monitor the CM@R's compliance with all terms and conditions stated herein. All requests for information from or decisions by the District on any aspect of the work or Deliverables will be directed to the District's Representative.
- B. The District additionally will:
 - 1. Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@R for its information. The CM@R will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the District and Design Professional.
 - 2. Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@R except for those copies whose cost has been reimbursed by the District.
 - 3. Provide the CM@R with adequate information in its possession or control regarding the District's requirements for the Project.
 - 4. Give prompt written notice to the CM@R when the District becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the District may provide written notice to CM@R that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@R's receipt of such notice.
 - 5. Notify the CM@R of changes affecting the budget allocations or schedule.
- C. The District may also contract separately with a Project and/or Program Manager (PM) and delegate such matters, authority and participation as District desires. District shall inform CM@R

of any such Project or Program Manager and the parameters of such PM's responsibility, authority and participation.

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7. Article 6 Insurance Requirements

- A. The policy shall be endorsed to include the following additional insured language: "The District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@R".
- B. Policy shall include bodily injury, property damage, direct operations, sublet work, completed operations, sexual predator coverage, broad form contractual liability and XCU coverage.

7.1. MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. CM@R will provide coverage at least as broad and with limits of liability not less than those stated below.
 - 1. Commercial General Liability-Occurrence Form
 - a. General Aggregate \$2,000,000
 - b. Products-Completed Operations Aggregate \$2,000,000
 - c. Personal & Advertising Injury \$2,000,000
 - d. Each Occurrence \$2,000,000
 - e. Maximum Deductible \$2,000
 - 2. Automobile Liability: Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - a. Combined Single Limit (CSL) \$2,000,000
 - 3. Workers Compensation and Employers Liability
 - a. Workers Compensation Statutory
 - b. Employers Liability
 - i. Each Accident \$ 100,000
 - ii. Disease – Each Employee \$ 100,000
 - iii. Disease – Policy Limit \$ 500,000
 - 4. Builders Risk Insurance

Policy shall contain waiver of subrogation against the District.

7.2. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

- A. On insurance policies where the District is named as additional insured, the District shall be an additional insured to the full limits of liability purchased by the CM@R even if those limits of liability are in excess of those required by this Contract.
- B. The CM@R's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. Coverage provided by the CM@R shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.3. SUBCONSULTANT INSURANCE

CM@R's certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CM@R, however, subconsultants limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

7.4. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the District. Such notice shall be sent by certified mail, return receipt requested and sent directly to the District's named District Representative at:

District: Roosevelt Elementary School District, #66

Superintendent: Dr. Dani Portillo

Address: 6000 S. 7th Street, Phoenix, AZ 85042

Phone: (602) 243-4800

Email: danelia.portillo@rsd66.org

7.5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona, and with an "A.M. Best" rating of not less than B+ VI. The District in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@R from potential insurer insolvency.

7.6. VERIFICATION OF COVERAGE

- A. The CM@R will furnish the District, Certificates of Insurance (ACORD form or equivalent approved by the District) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- B. All certificates and endorsements are to be received and approved by the District before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- C. All certificates required by this Contract will be sent directly to the District representative assigned to this Project. The District project/contract number and project description shall be noted on the certificates of insurance. The District reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE DISTRICT'S RISK MANAGEMENT DIVISION.

7.7. APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the District, whose decision will be final. Such action will not require a formal contract amendment, but may be made by administrative action.

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8. Article 7 Contract Conditions

8.1. PROJECT DOCUMENTS AND COPYRIGHTS

- A. District Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) files, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the District and are to be delivered to the District Representative before the final payment is made to the CM@R. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CM@R, which consent the CM@R will not unreasonably withhold, the District agrees to hold the CM@R harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the District's alteration, modification or adaptation of the Project Documents.
- B. CM@R to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@R, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@R.
- C. License to District for Reasonable Use: The CM@R hereby grants, and will require its Subconsultants to grant, a license to the District, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the District to alter or modify the Project Documents, then paragraph 7.1.A applies.
- D. Documents to Bear Seal: When applicable and required by state law, the CM@R and its Subconsultants will endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Contract.

8.2. COMPLETENESS AND ACCURACY OF CM@R'S WORK

The CM@R will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the District as a result of additional construction cost caused by willful or negligent errors, omissions or acts shall be chargeable to the CM@R to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@R in Arizona, at the site of the Work, would exercise under similar conditions. The fact that the District has accepted or approved the CM@R's work or Deliverables will in no way relieve the CM@R of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or

damages otherwise available by law or Contract to the District. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the design architect.

8.3. ALTERATION IN CHARACTER OF WORK

- A. In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable will nonetheless be performed as directed by the District. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by the District and the CM@R. Such Change Order or Amendment will not be effective until approved by the District.
- B. Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@R may accordingly be adjusted by mutual agreement of the contracting parties.
- C. No claim for extra work done or materials furnished by the CM@R will be allowed by the District except as provided herein, nor will the CM@R do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing by the District. Work or material(s) furnished by the CM@R without such prior written authorization will be at the CM@R's sole jeopardy, cost, and expense, and the CM@R hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

8.4. DATA CONFIDENTIALITY

- A. As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CM@R in the performance of this Contract.
- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@R in connection with the CM@R's performance of this Contract is confidential and proprietary information belonging to the District.
- C. The CM@R will not divulge data to any third party without prior written consent of the District. The CM@R will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:
 - 1. Data which was known to the CM@R prior to its performance under this Contract unless such data was acquired in connection with work performed for the District;
 - 2. Data which was acquired by the CM@R in its performance under this Contract and which was disclosed to the CM@R by a third party, who to the best of the CM@R's knowledge and

belief, had the legal right to make such disclosure and the CM@R is not otherwise required to hold such data in confidence; or

3. Data, which is required to be disclosed by the CM@R by virtue of law, regulation, or court.
- D. In the event the CM@R is required or requested to disclose data to a third party, or any other information to which the CM@R became privy as a result of any other contract with the District, the CM@R will first notify the District as set forth in this Article of the request or demand for the data. The CM@R will timely give the District sufficient facts, such that the District can have a meaningful opportunity to either first give its consent or take such action that the District may deem appropriate to protect such data or other information from disclosure.
- E. The CM@R, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the District, will promptly deliver, as set forth in this section, a copy of all data to the District. All data will continue to be subject to the confidentiality agreements of this Contract.
- F. The CM@R assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the District if any of the provisions of this section are violated by the CM@R, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

8.5. PROJECT STAFFING

- A. Prior to the start of any work or Deliverable under this Contract, the CM@R will submit to the District, an organization chart for the CM@R staff and Subconsultants and detailed resumes of key personnel listed in its response to the District's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the District hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@R desires to change such key personnel from performing such services under this Contract, the CM@R will submit the qualifications of the proposed substituted personnel to the District for prior approval. Key personnel will include, but are not limited to, principal in charge, District Representative, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- B. The CM@R will maintain an adequate number of competent and qualified persons, as determined by the District, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the District objects, with reasonable cause, to any of the CM@R's staff, the CM@R will take prompt corrective action acceptable to the District and, if required, remove such personnel from the Project and replace with new personnel acceptable to the District.

- C. CM@R shall take all steps necessary to ensure that all persons working on their behalf or for whom they are responsible are appropriate for work in an educational environment and pose no threat to the health, safety and welfare of District's students and staff.

8.6. INDEPENDENT CONTRACTOR

The CM@R is and will be an independent contractor and whatever measure of control the District exercises over the work or any Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the District the right to direct the CM@R as to the details of accomplishing the work or any Deliverable. These results will comply with all applicable laws and ordinances.

8.7. SUBCONSULTANTS

Prior to beginning the work or any Deliverable, the CM@R will furnish the District for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the District.

8.8. TERMINATION

- A. The District and the CM@R hereby agree to the full performance of the covenants contained herein, except that the District reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@R.
- B. In the event the District abandons any or all of the services or any part of the services as herein provided, the District will so notify the CM@R in writing, and the CM@R will immediately after receiving such notice discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.
- C. The CM@R, upon such termination or abandonment, will promptly deliver to the District all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the District.
- D. The CM@R will appraise the work completed and submit an appraisal to the District for evaluation. The District will have the right to inspect the CM@R's work or Deliverables to appraise the work completed.
- E. The CM@R will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable direct costs and direct expenses attributable to such termination. In no event shall claims be made for nor shall the District pay any amounts for lost profit, lost opportunity and/or related claims. The fee will be paid in accordance with Article 4 of this Contract, and will be an amount mutually agreed upon by the CM@R and the District. If there is no mutual agreement, the final determination will be made in accordance with paragraph 7.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 7.3, "Alteration in Character of Work". The District

will make the final payment within sixty Days after the CM@R has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

8.9. DISPUTES

- A. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@R and District each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- B. CM@R and District will first attempt to resolve disputes or disagreements at the field level through discussions between CM@R's Representative and District's Representative, or their designee(s).
- C. If a dispute or disagreement cannot be resolved through field level discussions, CM@R's Representative and District's Representative, upon the request of either party, shall meet in a separately scheduled formal meeting, as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If the Representatives so agree other persons or parties may participate in this meeting.
- D. For any disputes not resolved pursuant to the foregoing provisions, the following procedures shall apply:
 - 1. In signing this Agreement, CM@R agrees that any cause CM@R may have against the District and its Governing Board arising in relation to this Procurement and Project and Agreement, including but not limited to, contract claims and controversies, including claims related to assignees of the CM@R, shall be resolved exclusively through the procedures of the Arizona Education Procurement Code, A.A.C. R7-2-1001, et seq. and A.A.C. R7-2-1101, et seq., including but not limited to, A.A.C. R7-2-1141 through 1159 and R7-2-1181 through 1185.
 - 2. Should this procedure be found to be void or otherwise barred by law, the provisions set forth in A.A.C. R7-2-1155 through R7-2-1157 shall be required and shall be a condition precedent for the further prosecution of any such claim.
 - 3. The parties agree that the Design or other Construction Professionals and their consultants, Subcontractor, Suppliers or other parties involved in the Project, may be joined in the resolution of disputes, at the request of either party.

8.10. DUTY TO CONTINUE PERFORMANCE

Unless provided to the contrary in the Contract Documents, CM@R shall continue to perform the Work and District shall continue to satisfy its payment obligations to CM@R, pending the final resolution of any dispute or disagreement between CM@R and District.

8.11. REPRESENTATIVES OF THE PARTIES

- A. District's Representative District designates the individual listed below or his designee as its Representative ("District's Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 7.9:

1. Roosevelt Elementary School District, #66
2. Dr. Dani Portillo, Superintendent
3. Address: 6000 S. 7th Street, Phoenix, AZ 85042
4. Phone: (602) 243-4800
5. Email: danelia.portillo@rsd66.org

- B. CM@R's Representative CM@R designates the individual listed below as its Representative ("CM@R's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 7.9:

1. To Be Determined General Contractor
2. TBD GC
3. TBD GC
4. TBD GC
5. TBD GC

8.12. WITHHOLDING PAYMENT

The District reserves the right to withhold funds from the District's progress payments up to the amount equal to the claims the District may have against the CM@R, until such time that a settlement on those claims has been reached. Should the District withhold payments or portions of payments pursuant to this paragraph they shall do so in compliance with A.R.S. § 34-609(B)(2-7).

8.13. RECORDS/AUDIT

- A. Records of the CM@R's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the District and CM@R will be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project. The District, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@R's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any

Change Orders. The District reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@R's records, the audit discloses the CM@R has provided false, misleading, or inaccurate cost and pricing data.

- B. The CM@R will include a provision similar to paragraph 7.13.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the District, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The District reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the District to audit their records to verify the accuracy and appropriateness of pricing data.

8.14. INDEMNIFICATION

The CM@R agrees to defend, indemnify and hold harmless the District, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the work or Deliverables done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of the CM@R to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CM@R will be responsible for primary loss investigation, defense and judgment costs where this Contract of indemnity applies.

8.15. NOTICES

- A. Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:
- B. To the District:
1. Dr. Dani Portillo, Superintendent
 2. Roosevelt Elementary School District, #66
 3. 6000 S. 7th Street, Phoenix, AZ 85042
 4. Phone: (602) 243-4800
 5. Email: danelia.portillo@rsd66.org
- C. CM@R's Representative

1. To Be Determined General Contractor Construction
2. Address: TBD GC
3. Phone: TBD GC
4. Email: TBD GC

D. Design Firm

1. Grace Design Studio
2. Attn: Saravanan Bala
3. Address: 2929 N. Central Avenue, 11th Floor, Phoenix, AZ 85012
4. Phone: 480.968.0285

8.16. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The CM@R will comply with the provisions of this Contract, and applicable laws pertaining to equal opportunity and non-discrimination pertaining to discrimination and accepting applications or hiring employees. The CM@R will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The CM@R will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@R further agrees that this clause will be incorporated in all Subcontracts, and Subconsultants and Suppliers contracts associated with the Project and entered into by the CM@R.

8.17. CONFLICT OF INTEREST

- A. Prior to award of the Contract, the CM@R must provide to the District Representative, its Contractor's License Classification and number and its Federal Tax I.D. number via a IRS W-9.

8.18. CONTRACTOR'S LICENSE

Prior to award of the Contract, the CM@R must provide to the District Representative, its Contractor's License Classification and number and its Federal Tax I.D. number via a IRS W-9.

8.19. SUCCESSORS AND ASSIGNS

The District and the CM@R each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the District nor the CM@R will assign, sublet, or transfer its interest in this Contract without the written consent of the

other. In no event will any contractual relation be created or be construed to be created as between any third party and the District.

8.20. FORCE MAJEURE

If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

8.21. COVENANT AGAINST CONTINGENT FEES

The CM@R warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the District Board, or any employee of the District has any interest, financially, or otherwise, in the firm. The District will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8.22. NON WAIVER PROVISION

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

8.23. JURISDICTION

This Contract will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, in Maricopa County in which the Work is to be constructed, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

8.24. SURVIVAL

All warranties, representations and indemnifications by the CM@R will survive the completion or termination of this Contract.

8.25. MODIFICATION

No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

8.26. SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

8.27. INTEGRATION

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

8.28. TIME IS OF THE ESSENCE

Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

8.29. PERIOD OF SERVICES

If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the District, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal District holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (local time) on the day of performance.

8.30. THIRD PARTY BENEFICIARY

This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the District and the CM@R. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the District and the CM@R and not for the benefit of any other party

8.31. COOPERATION AND FURTHER DOCUMENTATION

The CM@R agrees to provide the District such other duly executed documents as may be reasonably requested by the District to implement the intent of this Contract.

8.32. CONFLICT IN LANGUAGE

All work or Deliverables performed will conform to all applicable District codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

8.33. DISTRICT'S RIGHT OF CANCELLATION

All parties hereto acknowledge that this Contract is subject to cancellation pursuant to applicable provisions of Arizona Revised Statutes and the Arizona Administrative Code.

8.34. CONTRACTOR'S CERTIFICATION

To the extent applicable, Roosevelt Elementary School District, #66 is prohibited by A.R.S. § 35-393.01 from entering into a contract with any company for professional services unless the contract with the company includes a written certification that the company is not currently engaged in, and will not, for the duration of the contract, engage in a boycott of Israel. By submitting a Response, a Respondent represents to RESD that it is not currently engaged in a boycott of Israel and that it will agree to language in the contract prohibiting any such boycott for the duration of the contract

8.35. CONTRACTOR'S COMPLIANCE WITH IMMIGRATION LAWS

- A. By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor shall obtain statements from its Subcontractors certifying compliance with the foregoing requirements and shall furnish the statements to the District upon request. These warranties shall remain in effect through the term of the contract.
- B. The Contractor and its Subcontractors shall also maintain employment eligibility verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this contract. I-9 Forms are available for download at USCIS.GOV.
- C. Contractor also warrants and certifies by execution of this contract that Contractor and all Subcontractors have or shall, prior to construction, comply and maintain compliance with FINA and A.R.S. § 41-4401 and 23-214 which require compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

8.36. CONTRACTOR'S WARRANTY OF BACKGROUND CHECKS

Contractor, by its signature below, warrants and certifies that it has reviewed A.R.S. § 15-512 including but not limited to sub-paragraph H, and further warrants that it shall comply and cause any employee, subcontractor or employee of subcontractor or others for whom Contractor is responsible (hereinafter collectively referred to as "Contractor and agents") to comply with A.R.S. § 15-512. Contractor and agents shall each obtain and possess a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1 of the Arizona Revised Code. Contractor and agents' failure to comply with this provision bars them from providing services on District property, constitutes a substantial breach of and voids this contract and further is per se grounds for termination of this contract for cause.

8.37. Contract

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized District officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Roosevelt Elementary School District, #66

BY: _____

Dr. Dani Portillo, Superintendent

To Be Determined General Contractor, an Arizona Corporation

By: _____

TBD GC, President

DRAFT

9. Exhibit A Project Description

9.1. Project Description

Following is a brief description of the Project for which the construction phase service services specified in this Contract are to be performed:

CM@R Design Phase and Construction Services as necessary and/or as set forth in the Contract Documents for the construction of the Irene Lopez Academy of the Arts Irene Lopez Academy of the Arts Replacement as may be more fully set forth in the documents provided pursuant to the Contracts herein.

The full street or physical address of the Project is:

Irene Lopez Academy of the Arts

Street Address: 4610 S. 12th Street, Phoenix, AZ 85040

Legal Description: 4610 S. 12th Street, Phoenix, AZ 85040

DRAFT

10. Exhibit B Hourly Rate Schedule

10.1. Submitted Rate Schedule

The schedule of hourly labor rates for employees of the CM@R and its Subconsultants follow and are based on the approved proposal submitted to the District on _____, 2026.

List of Classifications:

Classification Direct Labor Rate Total Labor Rate

DRAFT

11. Exhibit C Not Used

This Exhibit is not being used

11.1. Exhibit C

Not Being Used

DRAFT

12. Exhibit D Submittal Requirements for GMPs

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

12.1. THE FOLLOWING APPLIES TO SUBMITTAL OF ANY GMP

GMP submittal, one copy for review.

Eight copies will be requested by the District prior to contract execution. The eight copies will be punched as required for contract preparation.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule

12.2. Scope of Work

Scope of work will consist of a brief description of the work to be performed by CM@R and major points that the CM@R and the District must be aware of pertaining to the scope. (normally one paragraph is sufficient.)

12.3. Summary of GMP

A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

Project #

Date:

Project Name:

GMP Summary					AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				
B.	CM@R's Contingency				\$
INDIRECT COSTS				RATE	
C.	Construction Fee			%	\$
D.	General Conditions			%	\$
	D1	Payment and Performance Bond	\$	%	
	D2	Insurance	\$	%	
E.	Prime Taxes			%	\$
F. TOTAL GMP					\$
G. Owner's Contingency					\$
H. Contract Amount					\$

Formulas

Total GMP: $A+B+C+D+E = F$ Rates (Percentages) are calculated by dividing each amount by F, such as B/F , D/F , and $D1/F$

12.4. Schedule of Values

Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CM@R's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.

12.5. Plans and Specifications

A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CM@R, Design Consultant, and District Representative using the format below.

Plans Used For Preparation of GMP No. _____

CM@R, To Be Determined General Contractor Date _____

Design Consultant, Grace Design Studio Date _____

District Representative, Dr. Dani Portillo Date _____

12.6. Clarifications and Assumptions

A list of the clarifications and assumptions made by the CM@R in the preparation of the GMP proposal, to supplement the information contained in the documents.

12.7. Critical Path Method

A Critical Path Method (CPM) diagram construction schedule.

12.8. MBE/WBE/SBE Requirements

MBE/WBE/SBE requirements section addresses the goals set for the project and the CM@R current status on meeting the project goals. The Utilization form and the Letter of Intent must be attached when the contractor selection has been made prior to final GMP submittal.

12.9. Final GMP submittal will consist of the following

- A. Eight, 8 Copies of the GMP (perforated as requested by District) Velo or 3 hole punched.
- B. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Consultant, CM@R and District Representative).