**RELEASE DATE: March 6, 2025**

**MATERIAL AND/OR SERVICE: CMAR for the Osborn School District #8**

**Districtwide Child Nutrition Modernizations**

**SOLICITATION DUE DATE:** **April 10, 2025 @ 2:30pm LOCAL:**

**OPENING LOCATION:** **Osborn School District No. 8**

**1226 W. Osborn Road**

**Phoenix, AZ 85013**

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, statements of qualifications (SOQs) for specified professional services and construction using the alternative project delivery methods for the materials or services specified will be received by the Osborn School District No. 8, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and only the name of the Offerors shall be publicly read. All other information contained in the Statement of Qualifications shall remain confidential until award is made. If you need directions to our office, please call (602) 707-2000.

**PRE-SOLICITATION CONFERENCE:** March 26, 2025 @ 2:30pm LOCAL

**(Non-Mandatory)**

**PRE-SOLICITATION LOCATION:** Osborn District Office - 1226 W. Osborn Road

**PRE-SOLICITATION NOTES:** The Pre-solicitation conference will be the **ONLY** opportunity for vendors to tour/visit the campuses.

The renovations will be performed at campuses and locations noted in the scope of work. The District requests that firms do not visit the site or contact the Principal or site staff. The District does not want to disrupt the education process. Firms are welcome to drive by the site, collect data available via the internet or by any other legal means. **Firms are not allowed to utilize aerial drones to obtain/collect data.**

Qualifications shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered. The official time will be determined by the clock located in the Purchasing Department designated “Official Bid Time”.

Qualifications must be submitted in a sealed envelope with the solicitation number and Offeror’s name and address clearly indicated on the envelope. All statements of qualifications must be written legibly in ink or typewritten. Additional instructions for preparing a statement of qualifications are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUALIFICATIONS.

Questions regarding this Request for Qualifications should be in writing and directed to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Frances Staron***

***Accounting Technician – Purchasing***

[***fstaron@osbornsd.org***](mailto:fstaron@osbornsd.org)

Colleen McCabe

Chief Operations Officer

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**DOCUMENTS REFERENCED**

The documents referenced within this solicitation are available at the following websites:

**Arizona Revised Statutes (A.R.S.)**

[www.azleg.state.az.us/ArizonaRevisedStatutes.asp](http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp).

**Arizona School District Procurement Rules in the Arizona Administrative Code**

<https://apps.azsos.gov/public_services/Title_07/7-02.pdf>

**I.R.S W-9 Form (Request for Taxpayer I.D. Number)**

[www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

1. **Definition of Terms**

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

1. **“*Attachment*”** means any item the Solicitation requires an offeror to submit as part of the Proposal.
2. “***Contract***” means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. **“*Contract Amendment*”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
4. **“*Exhibit*”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
5. **“*Gratuity*”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
6. “***Offer***” means a response to a solicitation.
7. **“*Procurement Officer*”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
8. ***“Responsible Bidder or Offeror”*** means a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Responsibility is determined under the criteria published herein and in Rule R7-2-1075.
9. ***“Responsive Bidder or Offeror”*** means a person who submits a bid or proposal which conforms in all material respects to the invitation for bids, request for proposals/qualifications.
10. “***Solicitation***” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), a Request for Qualifications (“RFQ”), or any other invitation or request issued by the District to invite a person to submit an offer.
11. **“*Solicitation Amendment*”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. **“*Subcontract*”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
13. **Inquiries**
14. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Solicitation due date and time nor shall it give rise to any Contract claim.
15. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
16. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Solicitation due date and time.
17. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Solicitation due date and time. Failure to do so may result in the inquiry not being answered.
18. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
19. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
20. Pre-Solicitation Conference. If a Pre-Solicitation Conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An offeror should raise any questions it may have about the Solicitation or the procurement at that time. Statements made during a pre-solicitation conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
21. Persons with Disabilities. Persons with a disability may request reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
22. **Offer Preparation**
23. Forms. An offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
24. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer should be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under A.A.C. R7-2-1030.
25. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
26. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror’s preprinted or standard terms will not be considered as a part of any resulting Contract. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
27. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.
28. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
29. Acknowledgement of Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
30. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
31. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
32. Identification of Taxes in Offer. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered include all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Offeror.
33. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
34. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
35. Amendments;
36. Special Terms and Conditions;
37. Uniform General Terms and Conditions;
38. Scope of Work/Specifications;
39. Attachments;
40. Exhibits;
41. Special Instructions to Offerors;
42. Uniform Instructions to Offerors
43. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).
44. **Submission of Offer**
45. Sealed Envelope or Package. Each Offer shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
46. Electronic Submission. If determined by the District that electronic submission of offers is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the Solicitation. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.
47. Offer Amendment or Withdrawal. An offeror may modify or withdraw an Offer in writing at any time before Solicitation opening if the modification or withdraw is received before the Solicitation due date and time at the location designated in the Request for Qualifications. An Offer may not be amended or withdrawn after the Solicitation due date and time except as otherwise provided under A.A.C. R7-2-1028.
48. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District, pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Offer contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
49. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
50. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
51. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
52. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
53. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
54. By submission of this Offer, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

**5. Additional Solicitation Information**

1. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest offeror.
3. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Solicitation due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).
4. Disqualification. An Offer from an offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
5. Offer Acceptance Period. An offeror submitting an offer under this Solicitation shall hold its Offer open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
6. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
7. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District reserves the right to:

1. Waive any minor informality;

2. Reject any and all Offers or portions thereof; or

3. Cancel a solicitation.

**6. Award**

1. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
2. Contract Commencement. An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the District authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
4. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

**7. Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative as listed in the Special Instructions to Offerors.

1. Protest shall include:
2. The name, addresses, and telephone number of the interested party
3. The signature of the interested party or the interested party's representative;
4. Identification of the purchasing agency and the Solicitation or Contract number;
5. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
6. The form of relief requested.

B. The interested party shall supply promptly any other information requested by the district representative.

1. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
2. In cases other than those covered in section C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.
3. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the ten (10) days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.
4. **Contract Interpretation**
5. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213 and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
6. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
7. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
8. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
9. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
10. No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
11. **Contract Administration and Operation**
12. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
13. Non-Discrimination. The Contractor shall comply with State Executive Order No. 89-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
14. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
15. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
16. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance Form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
17. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
18. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.
19. **Costs and Payments**
20. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
21. Applicable Taxes.
22. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
23. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
24. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.
25. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
26. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

**4. Contract Changes**

1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.
4. **Risk and Liability**
5. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
6. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
7. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
8. Force Majeure.
9. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
10. Force Majeure shall not include the following occurrences:
    1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market; or
    2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.; or
    3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
11. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
12. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
13. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

**6. Warranties**

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
   * 1. A quality to pass without objection in the trade under the Contract description;
     2. Fit for the intended purposes for which the materials or services are used;
     3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
     4. Adequately contained, packaged and marked as the Contract may require; and
     5. Conform to the written promises or affirmations of fact made by the Contractor.
3. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
4. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District.
5. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
6. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
7. Survival of Rights and Obligations after Contract Expiration or Termination.
8. Contractor’s Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
9. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**7. School District’s Contractual Remedies**

1. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District’s option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
2. Stop Work Order.
3. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
4. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
5. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.
6. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
7. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor’s nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

**8. Contract Termination**

1. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
2. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
3. Gratuities. In accordance with A.A.C. R7-2-1087(H) the School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
4. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
5. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
6. Termination for Default.
7. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
8. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
9. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District re-procuring the materials or services.
10. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**9. Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

**10. Gift Policy**

The District will accept no gifts, gratuities or advertising products from Offerors. The Purchasing Department has adopted a zero-tolerance policy concerning Offeror gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

**11. Integrity of Offer**

By signing this Offer, the offeror affirms that the offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District in connection with the submitted Offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

**12. Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**13. Contractor’s Employment Eligibility**

By entering the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

**14. Terrorism Country Divestments**

Per A.R.S. § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

**15. Israel Boycott Divestments**

* 1. Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.” Certification does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. Refer to A.R.S. §35-393.03.
     1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

* + 1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

**16. Forced Labor of Ethnic Uyghurs in the People's Republic of China**

1. Pursuant to A.R.S. §35-394, unless exempt, the Contractor must certify that it does not use, and agrees not to use during the term of the contract, any of the following:
2. Forced labor of ethnic Uyghurs in the People’s Republic of China;
3. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
4. Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
5. Contractor is exempt from this certification requirement if Contractor is a sole proprietorship, Contractor has fewer than 10 employees, or Contractor is a non-profit organization.
6. If Contractor becomes aware during the contract term that it is not in compliance with this certification, Contractor shall notify the District within five business days after becoming aware of the noncompliance. Contractor’s failure to provide written certification to the District that it has remedied the noncompliance within one hundred eighty days of its notice to the District shall automatically terminate the contract if the contract has not already terminated.

**17. Fingerprint and Background Clearances**

* 1. In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1.
  2. Charges for the required fingerprint clearance card are the responsibility of the contractor, subcontractor, vendor or individual employee. An exception to this requirement may be authorized by the District’s Governing Board policy for individuals who, “as part of their normal job duties are not likely to have independent access to or unsupervised contact with pupils.”

**18. Registered Sex Offender**

Pursuant to this contract, the Contractor agrees by acceptance of this contract that no employee of the Contractor or a subcontractor of the Contractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The Contractor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District’s discretion.

**19. Clarifications**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

**20. Confidential/Proprietary Information**

Confidential information request: If Offeror believes that its Offer contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District of this fact shall accompany the Offer, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

When submitting an offer containing “CONFIDENTIAL” information, offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that offeror marked as “CONFIDENTIAL”.

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified.  Failure to submit redacted copies may result in denial of request.

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

Public Record: All Offers submitted in response to this solicitation shall become the property of the School District. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

**21. Conflict of Interest**

A. All offerors must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Osborn School District No. 8.

B. All offerors must disclose the name and any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror’s business of any of its branches.

**1. District Representative**

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions To Offerors”, the District Representative is Colleen McCabe, Chief Operations Officer.

**2.Questions**

All questions related to this Solicitation shall be in writing and directed to **Frances Staron, Accounting Technician – Purchasing,** email to [**fstaron@osbornsd.org**](mailto:fstaron@osbornsd.org)**.** Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible***.***

**3. Contract Award**

It is anticipated that a contract under this RFQ will be awarded to a single offeror.

**4. Acceptance of Evaluation Methodology**

By submitting a response to this RFQ, respondent acknowledges the evaluation process, the established criteria and associated values, and that determination of the “most qualified” firm(s) will require subjective judgments by the District evaluation committee.

**5. Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1024(B.1.k), offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement of the RFQ. It is the responsibility of the Offeror to check with the District prior to submitting a proposal to verify if an Amendment has been issued.

**6. Authority**

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

**7. Integrity of Offer**

By signing this statement of qualifications, the offeror affirms that he has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District in connection with the submitted statement of qualifications. The submission of the statement of qualifications did not involve collusion or other anti-competitive practices, and that the vendor shall not discriminate against any employee, or application for employment in violation of Federal and State laws. Failure to sign the RFQ, or signing it with a false statement, shall void the submitted statement of qualifications or any resulting contract.

**8. Deviations to Offer**

The respondent shall clearly identify any/all exceptions to the RFQ specifications or contract terms on the Deviations and Exceptions Form. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Exceptions to the standard contract terms, General Conditions, and/or the terms of this RFQ may, in the District’s sole discretion, be a basis for the Response to be rejected as nonresponsive.

**9. Choice of Law**

The contract shall be governed by the laws of the State of Arizona and lawsuits pertaining to the contract may be brought only in the courts in the State of Arizona. Both parties agree that the Uniform Commercial Code as adopted by the State of Arizona shall fully apply.

**10. Contract Type**

This Request for Qualifications (RFQ) document, firm's response, and the formal District Contract and General Conditions between Owner and Construction Manager at Risk will become the controlling contract documents for this procurement.

**11. Public Record**

Under applicable law, all qualifications submitted and opened are public records and shall be retained by the School District. All submittals shall be open to public inspection after Contract award, except for such items deemed to be confidential by the School District. If an Offeror believes that information in its submittal should remain confidential or is proprietary, it shall stamp as confidential that information and submit a statement with its offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District Procurement Code.

**12. Liquidated Damages**

If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the District will incur sufficient damages. Actual damages are difficult to determine and quantify. Therefore, in lieu of actual damages, the successful Contractor shall agree to pay to the District liquidated damages in the amount as negotiated in the final contract, per calendar day for every day exceeding the established substantial completion date and, in the amount, negotiated in the final contract for every day the contractor fails to achieve the final completion date. Liquidated damages will continue to accrue cumulatively until the project achieves these completion dates. The successful firm shall not be charged with liquidated damages when the delay arises beyond the control and without the fault or negligence of the Contractor. The District, at its sole discretion, will determine what event(s) is beyond the control the Contractor.

**13. Training On Equipment**

The successful contractor shall be required to give whatever instructions are necessary in the operation and care of the equipment furnished to the persons employed by the District to operate, use, or maintain this equipment, so as to qualify them thoroughly for the proper operation and/or maintenance of the equipment.

**14. Performance Bond**

The successful CMAR contractor shall be required to furnish a non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP). Bonds shall be payable to the Osborn School District No. 8.

Performance security shall be in the form of a performance bond. This security must be in the possession of the District Purchasing Department within the time specified or ten (10) days after agreement of GMP. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all legal rights to rectify matter. All performance bonds must be executed on forms substantially equivalent to Performance Bond format attached to this RFQ.

Bonds must be issued by a surety company authorized to do business in Arizona, or in a manner satisfactory to the District.

**15. Payment Bond**

The successful CMAR contractor shall be required to furnish a Payment Bond equal to 100% of the GMP. The bond shall be submitted within 10 days of the establishment of the GMP. The surety will be in the form of a bond. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in Arizona or otherwise secured in a manner satisfactory to the District.

**16. Permits**

Contractor shall be responsible for obtaining any and all permits required to perform this installation. The District will pay for any and all permitting. The installation shall be in complete compliance with all federal, state, and city codes.

**17. Liens**

Because this is a public purchase, contractor shall hold the District harmless from any claimants supplying labor or materials to the contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the District will make payment.

**18. Liens Waivers**

Pursuant to A.R.S. 33-1008 standard lien waivers are to be submitted on all construction projects. The District requires the original copy to be submitted.

**19. Fire Protection**

Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.

**20. Use And Occupancy**

The owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect and owner.

**21. Barriers**

The contractor shall provide barriers, as required, to permit public entry, to provide for District use of the site and to protect existing facilities and adjacent properties from damage.

**22. Site Inspection**

Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.

**23. Clean Up**

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the project, as well as tools, construction equipment, machinery and surplus materials.

If the contractor fails to clean up the work, the District may do so, and the cost thereof shall be charged to the contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

**24. Spillage**

Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

**25. Inspection**

All materials, service, or construction shall be subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at vendor /contractor’s risk and may be returned to vendor/contractor. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses are the responsibility of the vendor/contractor.

**1. Purpose**

Pursuant to provisions of the Arizona School District Procurement Rules, the District intends to establish a contract for Construction Manager at Risk (CMAR) for the Osborn School District #8 Districtwide Child Nutrition Modernizations.

**2. District Background**

Osborn School District No. 8 is located in the heart of Phoenix, serving more than 2,800 students.   
Osborn has four elementary schools, one middle school, one community school, and most recently, an online school called Osborn iSchool. Founded in 1879, Osborn has become one of the most trusted School Districts in Arizona as it serves families from across Maricopa County. This is evident through the support in passing its most recent Bond Program.

**3. District Contact**

The Osborn School District has contracted with a project management firm, The H2 Group, LLC for construction project management. After the establishment of a contract under this RFQ, the District appointed contact person who will work with the successful vendor, furnish information, answer questions, direct vendor efforts, provide guidance, etc., is Elizabeth Thielen, Senior Project Manager, thielen@h2group.net, (602) 527-1663.

**4. Sufficient Funds**

The District fully anticipates that sufficient funds will be available for this purchase; however, funds are not currently available. Any contract awarded under this offer will be conditioned upon the availability of funds. **The funding for this project shall be split between multiple bond sales. The construction of this project is based on the successful sale of bonds by Osborn School District and approval of the Osborn School District Governing Board.**

**5. Insurance**

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror shall be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage with a deductible of not more than $5,000 and naming Osborn School District No. 8as an additional insured party.

Successful Offeror shall be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.

**6. Licenses**

The Contractor must be licensed in the State of Arizona and must identify the license numbers and type of license as they pertain to this solicitation package. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

**7. Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

**O.S.H.A. Guidelines**: The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

Contractor shall pay for all operations requiring the placement and movement of the contractor's equipment, contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and District personnel.

**Safety Standards**: The CMAR contractor shall protect all furnishings from damage and shall protect the School District's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the District. The contractor shall confine his equipment, storage of materials, and the operation of his workers to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful contractor shall take all necessary precautions for the safety of students, school employees, and public, and shall comply with all applicable provisions of Federal, State, and Municipal Safety Laws. Contractor agrees that he is fully responsible to the District for the acts and omissions of any and all persons, whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the District from claims or damage for personal injury, including death, which may arise from operations under this contract.

**8. Fingerprint Requirements**

Per A.R.S. §15-512, an Offeror, Subcontractor or Vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. Title 41, Chapter 12, Article 3.1. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. §41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Offeror, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing board fingerprinting policies of each individual School District. The fingerprints must be received prior to the commencement of any work at the campus facility, including pre-construction services.

**9. Registered Sex Offender Restrictions**

Pursuant to award, Offeror agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Offeror further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District’s discretion.

**10. Terms of Award**

It is the intent of the District to award a multi-term contract, beginning immediately after Governing Board award and continuing for one year. If all conditions are met during this period of time, this contract can be extended, if funding is available, for additional one-year periods or until final Certificate of Occupancy is received. However, this contract may not exceed a 5-year duration, and no contract exists unless and until a purchase order is issued each fiscal year.

It is expected that Governing Board approval for this contract will be made in May, 2025.

The District will not send out annual contract renewal notifications. Awarded vendor(s) should anticipate that the contract will renew for the entire five-year contract period unless:

a. The District notifies the awarded vendor in writing that they will not be renewing the contract.

b. The awarded vendor notifies the District in writing they desire not to renew the contract for subsequent year(s).

**11. Changes To Work**

The District reserves the right to revise the work quantities, locations, and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the District. All changes shall be documented by formal amendment or change order to the contract.

**12. Billing**

All billing notices must be sent to the District’s Accounts Payable Department as shown on the purchase orders. All invoices shall list the PO number and shall identify the specific item(s) being billed. All purchase orders issued by the District will refer to the RFQ number. Should this project extend beyond the first fiscal year, vendor is hereby notified that all billing invoices shall be submitted against the appropriate fiscal year in which the work was completed.

**13.** **Assignment**

No right or interest in this contract shall be assigned by the vendor, and no delegation of any duty of the vendor shall be made, without the prior written consent of the District. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**14.** **Modification of Contract**

The contract may be modified only by a formal contract amendment or change order, executed by an authorized representative of the District and the Offeror.

**15. Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

**16. Procurement Methods**

Any materials or services obtained under this Request for Qualifications shall be by Purchase Order.

**1. Purpose**

The purpose of this Request for Qualifications (RFQ) is to contract with a qualified firm to provide Construction Manager at Risk (CMAR) services for the Osborn School District #8 Districtwide Child Nutrition Modernizations. The project is briefly presented in the following paragraphs.

**2. Project Description**

This project entails modifications and updates to the Osborn School District #8 Nutrition Program and spaces associated with the Nutrition Program, excluding Montecito Community School, to include:

* 1. A new freestanding Child Nutrition Center for Osborn School District #8 on the site where the District’s administrative and operations functions are currently located. The new facility will include: cooking kitchen, walk-in coolers, dry storage, demonstration classroom, offices, delivery area, and parking.
  2. Districtwide kitchen renovations and cafeteria modernization.
  3. Reconfiguration of the existing Child Nutrition space at the District Administrative building.

Location for New Child Nutrition Center:

* + - * 1226 W. Osborn Road, Phoenix, AZ (current District office)

School Addresses:

* + - * Clarendon Elementary School, 1225 W. Clarendon Avenue, Phoenix, AZ
      * Encanto Elementary School, 1420 W. Osborn Road, Phoenix, AZ
      * Longview Elementary School, 1209 E. Indian School Road, Phoenix, AZ
      * Solano Elementary School, 1526 W. Missouri Avenue, Phoenix, AZ
      * Osborn Middle School, 1102 W. Highland Avenue, Phoenix, AZ

The architect of record is currently performing master planning services for the District which will be followed by the design phase and construction document preparation.

Construction would be phased to accommodate continuing use of areas within the schools which will remain occupied during the school year. This project is part of the Osborn School District’s 2023 Bond Program,

**Schedule:** Pre-Construction services are to start after contract negotiation and Osborn School District Governing Board award which is anticipated in May, 2025. The design phase will continue through Spring 2025 and construction is anticipated to start in 2026 depending on phasing and permitting of the work.

**Budget:** The budget estimate is between $8,000,000 to $9,900,000.

**Architect:**  SPS + Architects

**3. Pre-Construction Services**

The CMAR will provide the following pre-construction services that may include, but are not limited to the following:

A. Key project personnel shall attend regular meetings with the District and the Architect to review project status, review design and update the construction cost estimate.

B. Consult with the District and architect and/or engineer regarding site use and improvements, phasing of the various projects, selection of materials, building systems and requirements. Firm shall make suggestions on which systems are most cost-effective.

C. Conduct value engineering including estimates of alternative designs, procedures or materials, preliminary budgets and possible economies.

D. Prepare and periodically update a preliminary project schedule for the architect’s and/or engineer’s review and the District’s approval. At a minimum, this schedule shall be updated on a monthly basis.

E. The firm shall coordinate and integrate the preliminary project schedule with the services and activities of the District, architect and/or engineer and CMAR. As the design proceeds, the preliminary project schedule shall be updated (at a minimum on a monthly basis) to indicate proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.

F. When each design phase documents are complete, the firm shall prepare a detailed cost estimate with supporting data. The team will not proceed until the cost estimate is within the specified budget limits.

G. During the preparation of the construction documents, the CMAR shall update and refine the cost estimate when the plans are approximately 95% complete and ready for regulatory review. If the estimate exceeds the approved budget or GMP if already established and approved, the CMAR shall make recommendations to the District and architect and/or engineer to reduce the cost of the project. In no case will the project be allowed to exceed the project budget, except for change orders requested by the District. This will conclude with a GMP submittal for owner approval.

H. The CMAR will have full budgetary responsibility from the design phase through the establishment of the GMP on the project.

I. The firm shall recommend to the District and architect and/or engineer a schedule for procurement of long leadtime items that will constitute part of the work as required to meet the project schedule.

J. The CMAR will provide constructability studies and reviews at intervals as agreed to during contract negotiations.

**4. Construction Services**

Construction services may not commence until the District and the CMAR agree upon the terms of a GMP contract. If the District and the CMAR are unable to agree upon the terms of a GMP contract, the District reserves the right to end the association and prepare a new solicitation. The CMAR will assume the risk of delivering the Project through a Guaranteed Maximum Price contract. The CMAR will be responsible for construction means and methods.

The CMAR will provide the following construction services that may include, but are not limited to, the following:

A. The CMAR will be responsible in assuring that subcontractors abide by all law, code, statute, insurance, bonding and license requirements.

B. Enter into “At Risk” contract with all subcontractors, material suppliers and equipment suppliers necessary for the construction of the proposed.

C. Schedule and conduct pre-construction meetings.

D. Provide continuous on-site construction services throughout the construction phase. Services shall include, but are not limited to:

1. Regular job site meetings and minutes.

2. Maintain daily on-site project log and schedule report.

3. Oversee quality assurance testing and inspection programs.

4. Maintain master set of construction documents on site to include all ASI’s and supplemental sketches and provide copies to all subcontractors concerned.

5. Maintain financial project status reports.

E. Develop, update and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.

F. Report schedule variances and prepare recovery plans.

G. Coordinate special consultants and testing lab services contracted by owner as required.

H. Administer post building close-out and two-year warranty collection, start-up and transition to operation.

I. Provide construction program accounting and reporting to the District as required.

J. Work with architect and/or engineer and District personnel on the project and submit pay request for approval, issue RFI’s when necessary, and assist the owner and architect as required for the timely completion of the project.

K. Work with and coordinate activities with any third-party contract or contractors that the District provides for this project.

NOTE: Each firm shall submit **ONE (1) ORIGINAL, SEVEN (7) COPIES, AND ONE (1) DIGITAL COPY (USB Drive – DO NOT PASSWORD PROTECT) OF THE INFORMATION REQUESTED IN THIS SECTION**. **THE DIGITAL COPY MUST INCLUDE SCANNED SIGNATURES.** All submittals shall be bound together, and each section tabbed according to the following format:

The Construction Manager at Risk (CMAR) Team will be selected through a qualifications-based selection process. Firms interested in providing CMAR services shall submit a Statement of Qualifications (SOQ) that addresses the following items:

**Tab 1. Basic Company Information**

A. Company name.

B. Address.

C. Telephone number.

D. Email address.

E. Name of primary contact person.

F. Number of years in business (under the submitted name) and number of years operating within the Phoenix metro area.

G. Arizona licenses(s) held by the firm.

H. If the firm has more than one office, provide specific information about the parent company and administering branch office.

I. Indicate the type of ownership (corporation, joint venture, Limited Liability Company, sole proprietorship, etc.).

**Tab 2. Key Personnel**

A. Identify and present the project team(s) consisting of all key personnel who will be specifically assigned to this project from pre-construction phase through project warranty phase (general management, project management, estimator, construction superintendent, marketing coordinator, etc.). Number of years employment with submitting firm shall be noted for each member.

B. Detailed information regarding each key personnel's education and experience shall be clearly identified. Specific experience with performing CMAR projects shall be identified for each member. Resumes shall be provided for all assigned personnel. (Caution: The District fully expects the successful firm to follow through with the same personnel identified through this process. Any change to this assignment shall be approved by the District).

C. Provide an organizational chart of the team(s) selected for the appropriate project scopes.

**Tab 3. Experience of Firm**

A. Identify five most recent representative examples of similar work along with contact information for each. Information shall include:

1. Description of project.

2. Location.

3. Architect firm and contact information.

4. Identification of key contact and phone number.

5. Construction services performed (brief).

6. When GMP was established (90%, etc.).

7. Original GMP.

8. Final contract amount.

9. Total number of change orders.

10. Original substantial completion date and actual substantial completion date achieved for project.

11. Type of alternative project delivery method used.

B. Provide a statement of firm's history for submitting claims. Provide specific information, i.e., type of claim, date, reason, amount, and outcome, indicating the total number of claims filed during the past five years.

C. Provide detail regarding any liquidated damages ever accessed by an owner for late completion of a project within the past five years.

D. When responding to the project experience section of this RFQ (3-A above), firms shall include representative projects that support the chosen project.

**Tab 4. Organizational Strength**

A. Provide audited financial statements representing the past two years. Provide Balance Sheets and the Statement of Income and retained earnings.

B. Provide a letter from your bonding company indicating the ability to bond this project, the firm's maximum cumulative bonding limit, and your current bonding available capacity.

C. Provide a certificate of insurance indicating your firm’s insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names Osborn School District No. 8 as additional insured.

D. Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

E. Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above. Identify your firm's current available bonding capacity.

F. Identify any judgments or liens against your firm within the past three years.

G. Identify any current unresolved bond claims against the offeror.

H. Identify any deficiency orders issued against the prime contractor by the Arizona Register of Contractors over the past three years.

I. Identify any filing under the U.S. Bankruptcy Code over the past three years.

**Tab 5. Method Of Approach**

A. Describe the firm’s overall approach to this project including any difficulties the firm perceives.

B. Describe the various pre-construction services offered for this project.

C. Describe firm's approach and philosophy working at an active site with students and staff.

D. The process of establishing the GMP shall be presented along with the recommended point of setting this price.

1. At what stage of design do you feel comfortable doing a first phase GMP, and how will you balance that with a rough order of cost for the entire project?

E. The approach firm takes in performing the project once the GMP is set to include the following:

1. Schedule adherence.

2. Execution.

3. Inspection.

4. Quality assurance.

5. Safety culture.

6. Change orders.

7. Overall management and approach to cost savings.

F. Describe your process for vetting subcontractors and suppliers that will be able to perform within critical timeframes given the current market.

G. Describe firm’s philosophy on self-performing any of the trade work along with a percentage of project that will be self-performed, if any.

H. What are the long lead items that will affect overall schedule from a procurement standpoint and how will you mitigate that risk?

I. How can you help the owner and architect budget for disparate phases and completing program priorities?

**Tab 6. Miscellaneous**

A. Firm shall provide a summary statement on why they would be the best fit for the Osborn School District No. 8 to perform the CMAR project.

B. Provide any additional information that would add value to the program offered that has not been identified above.

**Tab 7. Attachments/Standard Forms**

Attachment 1: Offer and Acceptance Form

Attachment 2: Exceptions/Deviation Form

Attachment 3: Confidentiality/Proprietary Information Form

Attachment 4: Additional Materials Form

Attachment 5: Non-Collusion and No Gifts/Gratuity Affidavit

Attachment 6: I.R.S. W-9 Form

Amendment Acknowledgement Form

**1. Evaluation Overview**

The District has elected to use the Construction Manager at Risk (CMAR) process for the selection of construction manager to perform pre-construction services and possibly construction services for the Osborn School District #8 Districtwide Child Nutrition Modernizations. The evaluation committee shall evaluate all submittals in accordance with defined criteria requested in the Submittal Requirements (pages 31-33) and the evaluation criteria listed below.

The District **may** interview 3 to 5 contractors that are reasonably susceptible of being awarded a contract if the committee determines it is necessary in selecting a final list. If the committee determines it is not necessary to interview contractors for selection on the final list, the committee will rank the top three contractors. In some cases, the District may proceed with a fewer number of proposers as permitted by A.R.S. 41-2578 and the School District Procurement Rules.

The District will then initiate negotiations with the highest ranked firm in order to agree to fair and reasonable fees related to pre-construction services, overhead and profit, and general conditions. If the District is unable to reach agreement with the top-rated firm, the school district shall advise the firm in writing of the termination of negotiations. The District shall then negotiate with the next highest rated firm in sequence until an agreement is reached, or a determination is made to reject all proposals in accordance with A.A.C. Sections R7-2-1072 through R7-2-1075. Firms that are unable to accommodate the District regarding acceptable fees will not be allowed an opportunity to resubmit fees once they have been released from negotiations.

Pursuant to the School District Procurement Rules, construction services may not commence until the Osborn School District No. 8 and the CMAR contractor have reached an agreement upon the terms of a Guaranteed Maximum Price (GMP) contract. Following the failure of an agreed upon GMP, the District may use any and all materials developed during the term of the pre-construction services.

**During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels.**

**2. Acceptance of Evaluation Methodology**

By submitting a response to this RFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm(s) will require subjective judgments by the District evaluation committee.

**3. Evaluation Committee**

The evaluation committee for this procurement shall consist of no less than five and no more than seven members as follows:

District Administrators and District Personnel

Licensed General Contractor - Senior Management

Registered Architect/Engineer

The committee will remain the same throughout the entire evaluation process.

**4. Proposed Selection Schedule**

|  |  |  |
| --- | --- | --- |
|  | Request for Qualifications Issued | March 6, 2025 |
|  | Pre-Submittal Conference Date | March 26, 2025 |
|  | Due Date of RFQ Submittals | April 10, 2025 |
|  | Interviews if needed (Tentative) | April 28, 2025 |
|  | Board Approval Date | May 13, 2025 |

**5. Evaluation Criteria - Total Points Available: 130 + 20 (interview if applicable)**

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance:

**A. Qualifications and Experience of Personnel Assigned - (30 points)**

The overall qualifications and experience of key personnel assigned to perform construction services; The education and certification background of personnel shall be reviewed and tenure of the proposed personnel with submitting firm; The alternative delivery method skills of team shall be considered including estimating, value engineering, performing constructability reviews, establishing GMP's, and managing construction activities as the GC representative.

**B. Method of Approach - (30 points)**

The overall method of approach described by the offeror in how they would implement and execute a CMAR contract in the Osborn School District No. 8 based on the project identified; The detail and thoroughness of the plan evaluated from pre-construction services, establishment of GMP, execution of work, sub-contractor management plan, and warranty support; Ability of firm to comply with anticipated schedule of activities related to this project; The sub-contractor selection plan will be considered; The content of that plan in addressing the desire of the District to ensure a reasonable balance of both qualifications and price competition in sub-contractor selection.

**C. Experience of Firm - (25 points)**

The ability of the firm to demonstrate a level of competence in successfully completing similar CMAR educational based projects as defined within the project scope section; Project references shall be considered under this category; Ability of firm to complete projects in accordance with contract requirements.

**D. Organizational Strength - (20 points)**

The financial condition of the offeror shall be reviewed to ensure long term viability; The safety record of the offer shall be considered; Bonding capacity shall be reviewed along with ability to provide necessary insurance requirements; The number of years in operation, knowledge of Arizona construction market, and reputation to attract quality sub-contractors shall be considered; The ability of the firm to effectively absorb new projects in light of existing workload.

**E. Response Format - (25 points)**

The ability of the firm to provide all information required with RFQ submittal and the quality of the statement of qualifications.

**F. Interview, If Applicable - (20 points)**

If the committee determines to interview these criteria shall only be applied to those firms who make the interview short-list phase and will be used to establish the final short-list ranking. At this point, each vendor's score will be set to zero. Under these criteria, the committee will consider the overall impression made by the submitting firm regarding their ability to successfully deliver the specified project. The ability of the firm to present a "team" profile that will be conducive to project success and present creative solutions to accomplish the scope of work. Reference checks may also be factored into this phase of the evaluation. The ability of firm to agree to all terms and conditions represented in District contract between owner and CMAR.

The Undersigned hereby submits an Offer and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer.

Arizona Transaction (Sales) Privilege Tax License No.: For clarification of this Offer, contact

Name:

Federal Employer Identification No. Phone:

Fax:

Tax Rate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% E-Mail:



\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Signature of Person Authorized to Sign Offer

Address Printed Name

City State Zip Title

**CERTIFICATION**

By signature in the Offer section above, the offeror certifies:

1. The submission of the Offer did not involve collusion or other anti-competitive practices, and offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.

2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.

3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.

4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

5. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.

6. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.

7. In Accordance with A.R.S. § 35-393, the offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

8. In accordance with A.R.S. § 35-394, the Bidder does not use forced labor, or any goods or services produced by the forced labor, of ethnic

Uyghurs in the People's Republic of China and for the duration of the contract.

9. By submission of this Offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

10. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

**ACCEPTANCE**

**The Offer is hereby accepted.**

**The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by the School District.**

**This contract shall henceforth be referred to as Contract No. 2025-03.**

**The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order, contract release document, or written notice to proceed.**

**Awarded this day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signature of School District Official**

Offerors shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (Select one):

\_\_\_\_\_\_\_\_\_\_ No exceptions

\_\_\_\_\_\_\_\_\_\_ Exceptions taken (describe – attach additional pages if needed)

The Undersigned hereby acknowledges that all ***deviations/exceptions*** to this solicitation are clearly listed on this form:

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confidential/Proprietary Submittals (Select one):

\_\_\_\_\_\_\_\_\_\_ No confidential/proprietary materials have been included with this offer.

\_\_\_\_\_\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

**A complete digital copy and paper copy of the Offer response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Select one):

\_\_\_\_\_\_\_\_\_\_ No additional materials have been included with this offer.

\_\_\_\_\_\_\_\_\_\_ Additional Materials attached (describe—attach additional pages if needed).

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Before me, the undersigned, personally appeared

, affiant,

(Name)

the

(Title)

(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes

and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham offer, or any other person, firm or corporation to refrain from submitting an offer, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror, and

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1024 (B.1.q), and A.A.C. R7-2-1003(J).



(Signature of Affiant)

(Title)

I.R.S. W-9 form (Request for Taxpayer I.D. Number)

[www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three (3) days of the solicitation due date, will include a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete offer response.

NOTE: It is the responsibility of the Offeror to confirm, obtain, and acknowledge all amendments issued by the District prior to submittal of their response.

Please sign and date

**AMENDMENT NO. 1 Acknowledgement**

Signature Date

**AMENDMENT NO. 2 Acknowledgement**

Signature Date

**AMENDMENT NO. 3 Acknowledgement**

Signature Date

***If no amendments were issued****,* indicate below, sign the form and return with your response.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

KNOW ALL PERSONS BY THESE PRESENTS:

THAT,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called the "Principal"), as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal office in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the Surety"), as Surety are held and firmly bound unto Osborn School District (hereinafter called the ("Obligee") in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_, for the material, service or construction described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

which now contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Seal Surety Seal

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency of Record

KNOW ALL PERSONS BY THESE PRESENTS:

THAT,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called the "Principal"), as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal office in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the Surety"), as Surety are held and firmly bound unto Osborn School District (hereinafter called the ("Obligee") in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_, to construe and complete a certain work described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

which now contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Seal Surety Seal

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency of Record

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **CERTIFICATE OF INSURANCE** | | | | | | | | |
| PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE  COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT,  AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS | | | | | | | | | | |
| NAME AND ADDRESS OF INSURANCE AGENCY: | | | | | | COMPANY  LETTER | COMPANIES AFFORDING COVERAGE: | | | |
|  | | | | | | A |  | | | |
|  | | | | | | **B** |  | | | |
| NAME AND ADDRESS OF INSURED: | | | | | | **C** |  | | | |
|  | | | | | | **D** |  | | | |
| LIMITS OF LIABILITY  MINIMUM - EACH OCCURRENCE | | | COMPANY  LETTER | TYPE OF INSURANCE | | | | POLICY NUMBER | DATE POLICY  EXPIRES | |
| BODILY INJURY:  PER PERSON  EACH OCCURRENCE  PROPERTY DAMAGE  OR  BODILY INJURY  AND  PROPERTY DAMAGE  COMBINED | | $1,000,000.00  $2,000,000.00  $1,000,000.00  \_\_\_\_\_\_\_\_\_\_  $1,000,000.00 |  | COMPREHENSIVE GENERAL LIABILITY FORM  PREMISES OPERATIONS  CONTRACTUAL  INDEPENDENT CONTRACTORS  PRODUCTS/COMPLETED OPERATIONS HAZARD  PERSONAL INJURY  BROAD FORM PROPERTY DAMAGE  EXPLOSION & COLLAPSE (IF APPLICABLE)  UNDERGROUND HAZARD (IF APPLICABLE) | | | |  |  | |
| SAME AS ABOVE | |  |  | COMPREHENSIVE AUTO LIABILITY  INCLUDING NON-OWNED (IF APPLICABLE) | | | |  |  | |
| NECESSARY IF UNDERLYING  IS NOT ABOVE MINIMUM | |  |  | UMBRELLA LIABILITY | | | |  |  | |
| STATUTORY  EACH ACCIDENT | | $ 100,000.00 |  | WORKMEN’S COMPENSATION AND  EMPLOYER’S LIABILITY | | | |  |  | |
|  | |  |  | OTHER | | | |  |  | |
| THE OSBORN SCHOOL DISTRICT NO. 8 IS ADDED AS IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.  AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY. | | | | | | | | | | |
| NAME AND ADDRESS OF CERTIFICATE HOLDER: | | | | | DATE ISSUED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  AUTHORIZED REPRESENTATIVE | | | | | |

**Due no later than 2:30pm MST on April 10, 2025**

**FROM:**

|  |  |
| --- | --- |
| **Name of Firm** |  |
| **Address** |  |
| **City, State, Zip** |  |
| **Phone** |  |

**A blue and white logo

Description automatically generated**

**Osborn School District**

Attn: Frances Staron

Accounting Technician – Purchasing

1226 W. Osborn Road

Phoenix, AZ 85013

**RFQ # 2025-03**

**Osborn School District #8**

**Districtwide Child Nutrition Modernizations**

**Construction Manager @ Risk**

**PROPOSED Pre-Construction Services Contract**

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CONSTRUCTION MANAGER AT RISK

PRE-CONSTRUCTION SERVICES CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between the <<District>>, an <<Arizona>> political subdivision, hereinafter designated the “DISTRICT” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter designated the “CONSTRUCTION MANAGER AT RISK” or “CMAR”.

**1. TERMS AND DEFINITIONS**

1.1 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.

1.2 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.

1.3 Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

1.4 Change Order: A document signed by CMAR and District that authorizes an addition, deletion or revision in the Scope of Services or Deliverables, or an adjustment in the Contract Amount or the Period of Services, issued on or after the Effective Date of this Contract.

1.5 Contract: This written document signed by the District and CMAR covering the pre-construction phase of the Project, and including the Contract Documents referenced in or attached to this document.

1.6 Construction Documents: A set of Drawings and Specifications, as defined, upon which cost estimates and GMP Proposal(s) are to be based.

1.7 Construction Fee: The CMAR’s administrative costs and home office overhead, whether at the CMAR’s principal or branch offices.

1.8 Contract Documents: This Contract, CMAR final approved GMP Proposal (including documentation accompanying the GMP Proposal and any post GMP Proposal documentation submitted prior to the approval of the GMP Proposal), the Notice to Proceed for pre-construction services, the District Purchase Order, the General Conditions for Construction Phase, the Specifications and the Drawings produced by the Architect and/or Engineer, all Written Amendments and Change Orders to this Contract and any other documents so designated in this Contract.

1.9 Contract Amount: The final approved not-to-exceed amount for this Contract as identified in paragraph 4.1.

1.10 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 Completion and/or completion of the construction Work so that it is ready for final payment.

1.11 Cost of the Work: The sum of all allowable costs that would be, or actually were necessarily incurred by the CMAR, directly or through Sub-consultants, Subcontractors, and/or Suppliers in properly furnishing and performing the Work required by the Contract Documents for the construction phase.

1.12 Cost Model: A breakdown of the scope of the Project that is initially developed by the CMAR during the conceptual design phase and based on information from the Project Team and the CMAR records of similar projects. The model will evolve as the design progresses and be maintained by the CMAR throughout the pre-construction phase and will include any assumptions and clarifications made by the CMAR. The model will support any cost estimates, Alternative Systems Evaluations and eventually any GMP Proposals, when required by the Project Team. The model will comply with the specified requirements outlined in paragraph 2.5.

1.13 Day: Calendar Day unless otherwise specified.

1.14 Deliverables: The work products prepared by the CMAR in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CMAR during the pre-construction phase include but are not limited to: Construction Management Plan, Cost Model, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor Contracts, Sub-Bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

1.15 Drawings: The one hundred percent submittal, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase. The drawings that have been prepared or approved by the Architect and/or Engineer, approved by the District and are referred to and are included in the Contract Documents. The term includes drawings that have reached a sufficient stage of completion and released by the Architect and/or Engineer solely for the purpose of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g., conceptual design drawings, preliminary design drawings, detailed design drawings at 30%, 60%, 90% or 100%), but not for “construction”. Shop drawings are not drawings as so defined.

1.16 Architect and/or Engineer: The person, firm or corporation named as such in this Contract who has the rights, duties, responsibilities, and limits of authority as set forth therein.

1.17 General Conditions Costs: Includes, but not limited to the following types of costs for the CMAR during the construction phase: payroll costs for a construction manager for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g., loading/unloading, clean-up, etc.), 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, costs of liability insurance premiums not included in labor burdens for direct labor, costs of bond premiums, costs of consultants not in the direct employ of the CMAR or Subcontractors, taxes on the Work and for which the CMAR or Subcontractors, taxes on the Work and for which the CMAR is liable, fees for permits and licenses. Certain limitations and exclusions are described in the General Conditions for the construction phase.

1.18 Guaranteed Maximum Price (GMP) Proposal: The maximum compensation payable to the CMAR in performance of the work for the Project as specified in the Contract Documents or subsequently adjusted by modification to the contract through a GMP Change Order. The GMP Proposal(s) are to be delivered pursuant to Article 2 of this Contract.

1.19 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.

1.20 Notice of Award: The written notice by District to the CMAR stating that upon compliance by the CMAR with the conditions precedent enumerated therein, within the time specified, District will sign and deliver this Contract.

1.21 Notice to Proceed: A written notice given by District to CMAR fixing the date on which the CMAR will start to perform CMAR’s obligations under this Contract. Issuance of a Purchase Order may constitute a Notice to Proceed.

1.22 Progress Payment Application: The form that is accepted by the District and used by CMAR is requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and/or the District.

1.23 Project: The total design and construction of which the pre-construction services and construction phase Work to be provided may be the whole, or a part. The Project is located at <<Address, City, State, Zip>>.

1.24 Project Team: Pre-construction services team consisting of the District’s Representative, District’s Project Manager, Contracted Architect and/or Engineering Firm, CMAR, and other stakeholders who are responsible for making decisions regarding the Project.

1.25 Record Drawings: Drawings (plans) prepared after construction is complete that represent the work accomplished under the contract.

1.26 Samples: Physical examples of materials, equipment, or workmanship representative of a part of the construction phase Work and which establish the standards by which the portion of the construction phase Work will be evaluated.

1.27 Shop Drawings: All Drawings, diagrams, illustrations, schedules and other data or information specifically prepared or assembled by or for the CMAR and submitted by the CMAR to illustrate some portion of the Work.

1.28 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.

1.29 Subcontractor: An individual, firm or corporation having a direct contract with the CMAR or any other individual, firm or corporation having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which the CMAR is responsible. Subcontractors will be selected through the Sub-Bid process described in paragraph 2.7 of this Contract.

1.30 Substantial Completion: The construction phase Work (or a specified part thereof) has progressed to the point where, in the opinion of the District’s Project Manager, as evidenced by a Certificate of Substantial Completion, such construction phase Work is sufficiently complete in accordance with the Contract Documents for the construction phase, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction phase Work is complete and ready for final payment as evidenced by the District’s Project Manager written recommendation of final payment. The terms “substantially complete” and “substantially completed” as applied to all or part of the construction phase Work refers to Substantial Completion thereof.

1.31 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vender having a direct contract with CMAR or any Subcontractor.

1.32 Total Float: Number of calendar days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the Project Schedule

1.33 District’s Project Manager: The person, firm or corporation designated by District to administer this Contract on behalf of District. The District’s Project Managers is <<\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>>.

1.34 District’s Project Representative: Any person, designated by District to oversee the project in its entirety. Inclusive District’s Program Manager, District Architect and/or Engineers, etc. The District’s Representative is <<\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>>.

1.35 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.

1.36 Working Days: Any day exclusive of Saturdays, Sundays and holidays observed by the District. Working days shall be set forth in the Contract Schedule, unless the CMAR designates such days on their CPM schedule.

1.37 Written Amendment: A written modification to the Contract Documents, signed by the District and the CMAR on or after the Effective Date of this Contract and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

**2. PRE-CONSTRUCTION SCOPE OF SERVICES**

For the fee set forth in Section 4, CMAR undertakes to act as the District’s fiduciary and to furnish professional pre-construction services during the design of the Project. The CMAR accepts a relationship of trust and confidence between itself and the District and undertakes to act as the District’s fiduciary in all matters related to the Project. The CMAR agrees to furnish its best skills and best judgment to cooperate with the District and Architect and/or Engineer during the design of the Project, and in all ways to further the interests of the District and the Project. The CMAR shall furnish efficient Architect and/or Engineering reviews, business administration, field supervision and shall use its best efforts to see to it that the work of the Project is done in the best and most expeditious, economical manner consistent with the interests of the District, and in strict conformity with the Contract Documents, including all reasonable implications therein. Because of the CMAR’s fiduciary duties to the District, the Project will be an “open book” job whereby the District may attend any and all meetings of the CMAR firm relating to the Project, and the District or its designated auditors or accountants shall have access to any and all records of the CMAR or maintained by the CMAR relating to the Project.

**2.1 GENERAL**

2.1.1 Architect and/or Engineer and District’s Project Manager: District has contracted separately with Architect and/or Engineer to provide design duties for the Project. District has either designated a District staff member to act as District’s Project Manager and/or has contracted separately with a person, firm or corporation to act as District’s Project Manager. The District’s Project Manager has no design responsibilities of any nature. None of the activities of District’s Project Manager supplant or conflict with the design, budget, or any other services and responsibilities furnished by or sub-consultants. All instructions by the District relating to this Contract will be issued or made through the District’s Project Manager. All communications and submittals of CMAR to the District shall be issued or made through the District’s Project Manager unless the District or the District’s Project Manager shall otherwise direct. The District’s Project Manager shall not reasonably withhold approval for the CMAR to communicate directly with the District or the Architect and/or Engineer. The District’s Project Manager shall have the authority to establish procedures, consistent with this Contract, to be followed by the CMAR and to call periodic conferences to be attended by the CMAR and the CMAR’s sub-consultants, throughout the term of this Contract.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CMAR will provide to the District a written evaluation of the District’s Project Program and Project Budget, with recommendations as to the appropriateness of each, and an analysis as to how each contribute to successfully achieving the District’s goal for the Project.

2.1.3 Project Management/Team/Progress Meetings: These meetings will present general project progress, address design options that arise during the design process, and receive input and direction from District operational staff. Project management meetings shall be conducted monthly (at a minimum). Team meetings shall be held throughout the design portion of the Project, to complement the Project Schedule and design review meetings. The CMAR will participate in each meeting, report on the Project construction schedule and cost model, and provide pertinent input when required.

2.1.4 The CMAR will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CMAR will promptly notify the District in writing whenever the CMAR 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 Model, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 The CMAR, when requested by the District or at its own initiative, if sanctioned by the District, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings, connected to the Project. The CMAR will assist the Architect and/or Engineer and PM/CM in the preparation of drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings. This contract may require such public meetings.

**2.2 CONSTRUCTION MANAGEMENT PLAN (CMP)**

2.2.1 The CMAR will prepare a Construction Management Plan (CMP), which will detail but not necessarily be limited to the CMAR’s determinations concerning: (1) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (2) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (3) alternate strategies for fast-tracking and/or phasing the construction, (4) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials, (5) the number of separate Subcontracts to be awarded to Subcontractors and Suppliers for the Project construction, (6) permitting strategy, (7) safety and training programs , (8) construction quality control, (9) the Cost Model and basis of the model, (10) a matrix summarizing each Project Team member’s responsibilities and roles and (11) construction security.

2.2.2 The CMAR will add detail to its previous version of the CMP to keep it current throughout the pre-construction services phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions will take into account (a) revisions in Drawings and Specifications; (b) the CMAR’s examination of 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, Architect and/or Engineer or the CMAR, (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 and/or materials and (g) funding issues identified by the District.

**2.3 PROJECT SCHEDULE**

2.3.1 The fundamental purpose of the “Project Schedule” is to identify, coordinate and record the tasks and activities to be performed by all the Project Team members and then 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 CMAR will assist the District’s Project Manager in updating and maintaining the Project Schedule on behalf of and to be used by the Project Team based on input from 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 CMAR will use scheduling software to assist the District’s Project Manager to update and maintain the Project Schedule. The Project Schedule will be presented in graphical and tabular reports as agreed upon by the Project Team. The Project Schedule will include all tasks and deliverables required by each member of the Project Team to identify long lead items, Right-of-Way transactions, Utility Relocation Activity, Permitting Requirements, etc. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined. The Project Schedule’s activities will directly correlate with the Schedule of Values specified in paragraph 2.5. The Construction Schedule shall include resource loading for manpower and cash flow. The manpower loading shall include the daily manpower required to complete the task as shown on the CPM Schedule.

2.3.2 The CMAR will include and integrate in the Project Schedule the services and activities required of the District’s Project Manager, Architect and/or Engineer and CMAR, including all construction phase activities. The Project Schedule will detail activities to the extent required to show: (a) the coordination between conceptual design, preliminary design, and development of the Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed Work by the District. The Project Schedule will include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various construction phases, total float for all activities, relationships between the activities, District’s occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

2.3.3 The Project Schedule will be updated and maintained by the District’s Project Manager with assistance from the Project Team throughout the pre-construction services phase such that it will not require major changes at the start of the construction phase to incorporate CMAR’s plan for the performance of the construction phase Work. The District’s Project Manager will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but not less often than monthly. The District’s Project Manager will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions. The Project Schedule update will be submitted to the District’s Project Manager by the 3rd Friday of each month to be reviewed and submitted to the District’s Representative.

2.3.4 Project Phasing: If phased construction is deemed appropriate and the District approves, the CMAR 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 CMAR 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.

2.3.5 Long-Lead Time Item Procurement: The CMAR will provide the District’s Project Manager with a list of long-lead items, if any, that must be procured during the pre-construction phase to meet the Project Schedule requirements and recommend a schedule for their procurement.

2.3.5.1 The District may procure such long-lead items on terms and conditions acceptable to the CMAR to the extent the District determines that it is their own best interest to do so under purchase orders executed by the District. Upon the District’s acceptance of any CMAR GMP Proposals, which includes such long-lead time items, the applicable purchase orders will be assigned by the District to the CMAR, who will accept responsibility for such items as if they were initially procured by the CMAR.

2.3.5.2 If the District concludes alternately, that it is in its own best interest to have the CMAR procure such long-lead time items, the District may, at its sole discretion, direct the CMAR to solicit bids, and upon approval by the District of the terms and conditions of their purchase, the District will authorize in writing the CMAR to issue purchase orders for those items. Only upon approval of GMP Proposals, or upon a separate executed procurement Contract, will the District authorize the CMAR to actually expend Project funds for such long-lead items.

2.3.5.3 If the District chooses not to procure long-lead time items prior to acceptance of a GMP Proposal, the CMAR will list the items and a delivery schedule in the Sub-Bid Documents. The CMAR will notify the potential Suppliers, Subcontractors, and fabricators of the required delivery schedule so that it will be taken into consideration, if necessary in their bid.

**2.4 DESIGN DOCUMENT REVIEWS**

2.4.1 The CMAR 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 Model, GMP Proposals and/or the Project Schedule.

2.4.2 The CMAR will identify, in conjunction with the Project Team, those additional surface and subsurface investigations that are required to provide the necessary information for the CMAR to construct the Project. If, after completion of pre-construction services, the CMAR may provide additional investigations to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents. The CMAR will be responsible for the time and cost required to obtain such additional investigations, except it otherwise provided by specific Additional Services.

2.4.3 The CMAR will meet with the Project Team as required to review designs during their development. The CMAR will thoroughly familiarize itself with the evolving documents through conceptual design, preliminary design, and development of the Construction Documents (detailed design). The CMAR 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 CMAR will also 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 CMAR will recommend cost effective alternatives.

2.4.4 The CMAR will conduct constructability and biddability reviews of the Drawings and Specifications, as required. 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.

2.4.4.1 Constructability Reviews: The CMAR 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.

2.4.4.2 Biddability Reviews: The CMAR 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) the design provides as-built data, (d) Specifications include alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

2.4.4.3 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 CMAR will meet with the District’s Project Manager and Architect and/or Engineer to discuss any findings and review reports.

2.4.4.4 The CMAR’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 Architect and/or Engineer and not the CMAR.

2.4.5 Notification of Variance of Deficiency: It is the CMAR’s responsibility to assist the Architect and/or Engineer in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CMAR 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 Architect and/or Engineer and District in writing, describing the apparent variance or deficiency.

2.4.6 Alternate Systems Evaluations: The Project Team, at all regularly scheduled Design Review Meetings 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 CMAR in cooperation with the District’s Project Manager and Architect and/or Engineer 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 Architect and/or Engineer will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CMAR will include the cost of the alternatives into the Cost Model and any GMP Proposals.

**2.5 COST MODEL, COST ESTIMATES AND SCHEDULE OF VALUES**

2.5.1 As soon as practical during the conceptual design phase, the CMAR will review all available information regarding the design and scope of the Project, the CMAR’s experience in performing similar work, and based upon that review will develop a Cost Model for review and approval by the District. Once approved by the District, the Cost Model will be continually updated and kept current as the design progresses throughout the pre-construction phase until a final GMP for the entire Project is established. The Cost Model will be the best representation of the CMAR of what the complete functional Project’s construction costs will be. The CMAR will communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model will support the CMAR’s construction cost estimates and may be broken down initially as dictated by the available information. The Cost Model will also include allowances as agreed to by the Project Team, including but not limited: (a) allowances for potential additional quantities and/or additional Work that the District may require, and (b) any costs related to investigations described in paragraph 2.4.2.

2.5.2 After receipt of the Architect and/or Engineer’s most current documents from certain specified design milestones, the CMAR will provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the CMAR’s review of design documents made available at the specified design milestone. The District’s Project Manager, Architect and/or Engineer and CMAR will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design milestone. The design milestones applicable to this paragraph are: conceptual design completion, preliminary design completion, and detailed design completion at 30%, 60%, 90% and 100%. If no consensus is reached, the District will make the final determination. If the Project Team requires additional updates of the Cost Model beyond that specified in this paragraph, the CMAR will provide the requested information in a timely manner.

2.5.3 If at any point the estimate submitted to the District exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or the District’s Project Budget, the CMAR will make appropriate recommendations to the District’s Project Manager and Architect and/or Engineer on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs, (without altering the District’s basic program) such that it is equal to or less than the established Project Team’s target and/or the Project Budget.

2.5.4 Near completion of the 60% detailed design review and included with the associated report, the CMAR will also submit to the District for review and approval a Schedule of Values which complies with the following requirements. The Schedule of Values will highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values will be directly related to the breakdowns reflected in the CPM and the CMAR’s Cost Model. In addition, the Schedule of Value will: (a) detail unit prices and quantity take-offs, (b) segregate Work covered by any changes to construction phase Work already in progress, (c) reconcile used and remaining Contractor’s Contingency allowance, (d) detail all other allowances and unit price Work shown and specified in the detailed design documents and (e) material and equipment costs, labor costs, General Conditions costs, hourly labor rates, payment for pre-construction services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the Work to be performed by Subcontractors will include Subcontractor overhead and profit.

2.5.5 The CMAR will submit to the District a final Schedule of Values based on the one hundred percent (100%) detailed design set of Drawings and Specifications for the entire Project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

2.5.6 Upon request by the District, the CMAR will submit to the District a cash flow projection for the Project based on the current updated/revised Project Schedule and the anticipated level of payments for the CMAR during the pre-construction and construction phases. In addition, if requested by the District and based on information provided by the District, the CMAR will prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the District in the financing process.

**2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS**

2.6.1 The proposed GMP for the entire Work (or phases thereof) will be presented in a format acceptable to the District and consistent with the District’s “Request for GMP Proposal”, when issued (see Exhibit B for the template for this request). The District may request a GMP Proposal for all or any phase of the Project and at any time during the pre-construction period. Any GMP Proposals submitted by the CMAR will be based on and consistent with the current update/revised Cost Model 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.

2.6.2 GMP Proposals for the entire Project will be the sum of the maximum Cost of the Work, and include the CMAR’s Construction Fee, General Conditions Fee, Contractor’s Contingency, and Owner’s Contingency (if requested by District). The CMAR guarantees to complete the Project at or less than the final approved GMP Proposal amount (the Contract Amount for the construction phase contract) and agrees that it will be solely responsible for any difference between the actual Cost of the Work and that Amount.

2.6.3 The CMAR, in preparing any GMP Proposal, will obtain from the Architect and/or Engineer three sets of signed, sealed, and dated Construction Documents (including all addenda). The CMAR will prepare its GMP in accordance with the District’s “Request for GMP Proposal” requirements based on the most current completed Construction Documents at that time. The CMAR will mark the face of each document of each set upon which its proposed GMP is based. The CMAR will send one set of those documents to the District’s Project Manager, keep one set and return the third set to the Architect and/or Engineer.

2.6.4 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the scope of Work shown in the current set of design documents upon which the GMP Proposal(s) is based. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.

2.6.5 In the event the CMAR elects, in its sole discretion, to maintain a Construction Contingency allowance within the GMP, the allowance must be acceptable to the District. In addition, the terms and conditions regarding use of the allowance during the construction phase will be established by the District and reflected in the contact for that phase of the Project.

2.6.6 **GMP Proposal(s) Review and Approval**

2.6.6.1 The CMAR will meet with the District’s Project Manager and Architect and/or Engineer to review any GMP Proposal(s) and the written statement of its basis. In the event the District’s Project Manager or Architect and/or Engineer discovers inconsistencies or inaccuracies in the information presented, the CMAR will make adjustments as necessary to the GMP Proposal, its basis or both.

2.6.6.2 Upon receipt of any GMP Proposal from the CMAR, the District may submit the same documents that were used by CMAR in developing his GMP to an independent third party or to the Architect and/or Engineer for review and verification. The third party or Architect and/or Engineer will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.

2.6.6.3 If the CMAR’s GMP Proposal is greater than the independent third party or Architect and/or Engineer’s estimate, the District may require the CMAR to reconfirm its GMP Proposal. The CMAR will accept the independent third parties or Architect and/or Engineer’s estimate for the Cost of the Work as part of his GMP or present a report within seven days of a written request to the District identifying, explaining and substantiating the differences. The CMAR may be requested or at its own discretion submit a revised GMP Proposal for consideration by the District. At that time the District may do one of the following.

(a) Accept the CMAR’s original or revised GMP Proposal, if within the District’s budget, without comment.

(b) Accept the CMAR’s original or revised GMP Proposal that exceeds the District’s budget, and indicate in writing to the CMAR that the Project Budget has been increased to fund the differences.

(c) Reject the CMAR’s original or revised GMP Proposal because it exceeds either or both the District’s budget and the independent third parties or Architect and/or Engineer’s estimate, in which event, the District may terminate this Contract and/or elect to not enter into a separate contract with the CMAR for the construction phase associated with the scope of Work reflected in the GMP Proposal.

2.6.6.4 If during the review and negotiation of GMP Proposals design changes are required, the District will authorize and cause the Architect and/or Engineer 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 CMAR. The CMAR will promptly notify the Architect and/or Engineer and District’s Project Manager if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

**2.7 COMPETITIVE BIDDING AND SUB-BIDS**

2.7.1 The CMAR will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors for each trade in the Project for approval by the District and solicit bids for the various Work categories. If there are not three qualified Subcontractors availablefor a specific trade, the CMAR will request approval by the District’s Project Manager to submit less than three names. No change in the District approved Subcontractors will be allowed without prior written approval by the District.

2.7.2 If prior to receipt of Sub-Bids or prior to award of Subcontractors or Suppliers, the District objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the CMAR will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Sub-Bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the District, the CMAR proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

2.7.3 The CMAR will distribute Drawings and Specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

2.7.4 The CMAR, at the required time, will close the bidding and collect all Sub-Bids received within the prescribed deadline for receipt of Sub-Bids. Promptly, after the closing of Sub-bids, the CMAR will (in the presence of the District’s Project Manager and Architect and/or Engineer) open and read all properly and timely submitted Sub-Bids. The CMAR will submit a completed Sub-Bid tabulation form to the District’s Project Manager within a reasonable time after the closing of the Sub-Bid opening proceedings.

2.7.5 The CMAR, upon opening of Sub-Bids will evaluate them including, but not limited to, the evaluation of lower tier Subcontractors, Subcontractor qualification submittals and prospective Suppliers selected by each apparent low Sub-Bidder. The CMAR will resolve any Sub-Bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

2.7.6 Within fifteen (15) Days after Sub-Bid opening, the CMAR will deliver to the District’s Project Manager a written Notice of Intent to Award, itemizing the Subcontractors and Suppliers selected by the CMAR. The Notice of Intent to Award will detail (a) for each SubContract the amount of the Sub-Bid and the corresponding Subcontractor or Supplier, (b) the sum of Sub-Bids received for all intended SubContract, (c) trade work that the CMAR intends to self-perform, if any.

2.7.7 Promptly after receipt of the Notice of Intent to Award, the District will conduct a pre-award conference with the CMAR and other Project Team members. At the pre-award conference, the CMAR will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the District has to any nominated Subcontractor or Supplier; (b) discuss District concerns relating to any proposed self-performed Work; (c) review the CMAR’s proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the District will agree to leave any portion of the remaining Contingency Allowance within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of import.

**3. PERIOD OF SERVICES**

3.1 The pre-construction services described in Section 2 will be performed by CMAR in accordance with the most current update/revised Project Schedule. Failure on the part of the CMAR 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.

3.2 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. on the day of performance.

**4. CONTRACT AMOUNT**

4.1 Based on the pre-construction services fee proposal submitted by the CMAR and accepted by the District (which by reference is made a part of this Contract and attached hereto as part of Exhibit A); the District will pay the CMAR as follows:

(a) For the Basic Service described in Section 2, and performed to the satisfaction of the District, a not to exceed amount of <<Spell out the amount - $ .>>

(b) For the Additional Services described in paragraph 4.3, and performed to the satisfaction of the District, a not to exceed amount of <<Spell out the amount - $ .>> <<NOTE: You will need to add section 4.3 Additional Services.>>

**4.2 PAYMENTS**

4.2.1 Requests for monthly payments by the CMAR for pre-construction services will be submitted to District’s Project Manager and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any request 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 Sub-consultants’ requests for payment, plus similar narrative and listings of Deliverables associated with their Work. 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.

4.2.2 The Contract fees for CMAR and Sub-consultants will be based upon the hourly rate schedule included as Exhibit A attached; payable pursuant to applicable law and school district rules and regulations.

4.2.3 The CMAR will pay all sums due Sub-consultants for services and reimbursable expenses within fourteen (14) calendar days after the CMAR 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 pre-construction services, and award of the final approved GMP for the entire Project by District Board.

4.2.4 The CMAR 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 (noncompensable) for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CMAR 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.

4.2.5 No compensation to the CMAR will be allowed contrary to Article 1, Chapter 1, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed prior to the abandonment or suspension.

**5. DISTRICT’S RESPONSIBILITIES**

5.1 The District, at no cost to the CMAR, will furnish it, the following information:

5.1.1 One copy of data the District determines pertinent to the Work. However, the CMAR will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the District employee or District’s representative who will serve as the District’s Project Manager during the term of this Contract. District’s Project Manager has the authority to administer this Contract and will monitor CMAR’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 Project Manager.

5.2 The District additionally will:

5.2.1 Contract separately with one or more architect and/or engineer to provide design services for the Project. The scope of services for the Architect and/or Engineer will be provided to the CMAR for its information. The CMAR will have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to the District and Architect and/or Engineer.

5.2.2 Supply, without charge, one (1) copy of programs, reports, drawings, and specifications reasonably required by the CMAR.

5.2.3 Provide the CMAR with adequate information in its possession or control regarding the District’s requirements for the Project.

5.2.4 Give prompt written notice to the CMAR when the District becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.2.5 Notify the CMAR of changes affecting the budget allocations.

5.3 The District’s Representative, will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the District’s Representative deems appropriate to the CMAR.

**6. CONTRACT CONDITIONS**

**6.1 PROJECT**

6.1.1 District Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, and other related documents which are prepared in the performance of this Contract (collectively referred to as Project Documents), including any and all intellectual property rights thereto, are to be and remain the property of the District and are to be delivered to the District’s Project Manager before the final payment is made to the CMAR.

6.1.2 Documents to Bear Seal: When applicable and required by state law, the CMAR and its Subconsultants will endorse by professional seal all plans, works, and Deliverables prepared by them for this Contract.

**6.2 COMPLETENESS AND ACCURACY OF CMAR WORK**

6.2.1 The CMAR will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. The fact that the District has accepted or approved the CMAR’s work or Deliverables will in no way relieve the CMAR of any of its responsibilities under the Contract, nor does this requirements to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the District.

**6.3 ALTERATION IN CHARACTER OF WORK**

6.3.1 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 service, cost of performance, or Project Schedule as determined by the District, 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 shall be approved and executed by the District and the CMAR to address such change. Such Change Order or Amendment will not be effective until approved by the District. Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CMAR may accordingly be adjusted by mutual Contract of the contracting parties. No claim for extra work done or materials furnished by the CMAR will be allowed by the District except as provided herein, nor will the CMAR do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CMAR without such prior written authorization will be the CMAR’s sole jeopardy, cost, and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

**6.4 DATA CONFIDENTIALITY**

6.4.1 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 CMAR in the performance of this Contract.

6.4.2 The parties agree, subject to Arizona public records law, that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR’s performance of this Contract is confidential and proprietary information belonging to the District.

6.4.3 The CMAR will not divulge data to any third party without prior written consent of the District. The CMAR 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 provided the CMAR has first given the required notice to the District:

6.4.3.1 Data which was known to the CMAR prior to its performance under this Contract unless such data was acquired in connection with work performed for the District;

6.4.3.2 Data which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR’s knowledge and belief, had the legal right to make such disclosure and the CMAR is not otherwise required to hold such data in confidence; or

6.4.3.3 Data, which is required to be disclosed by the CMAR by virtue of law, regulation, or court.

6.4.4 In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the District, the CMAR will first notify the District as set forth in this Article of the request or demand for the data. The CMAR 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.

6.4.5 The CMAR, 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.

6.4.6 The CMAR 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 CMAR, its employees, agents or Subconsultants. 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.

**6.5 PROJECT STAFFING**

6.5.1 Prior to start of any work or Deliverable under this Contract, the CMAR will submit to the District, an organization chart for the CMAR 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 CMAR desires to change such key personnel from performing such services under this Contract, the CMAR 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, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CMAR 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 Section 2 throughout the performance of this Contract. If the District objects, with reasonable cause, to any of the CMAR’s staff, the CMAR 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.

6.5.3 Fingerprint Checks. If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

6.5.4. The CMAR agrees that no employee, or any subcontractor employee, is permitted to interact or in any way fraternize with any students or campus personnel at any time, unless necessary for construction related purposes or safety. No CMAR employee or subcontractor employee is allowed to use any schools’ facilities including bathrooms or interior areas of the buildings for breaks. Smoking and vaping is prohibited at all times while on school property. These requirements are part of the responsibilities of the CMAR’s full time on-site supervision of the project. Any violation of the requirements of this paragraph shall result in immediate removal of the CMAR’s or subcontractor’s employee from the project.

**6.6 INDEPENDENT CONTRACTOR**

6.6.1 The CMAR is and will be an independent contractor and whatever measure of control the District exercises over the work or 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 CMAR as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

**6.7 SUBCONSULTANTS**

6.7.1 Prior to beginning the Work or Deliverable, the CMAR 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.

**6.8 TERMINATION**

6.8.1 The District and the CMAR 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 CMAR.

6.8.2 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 CMAR in writing, and the CMAR will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.

6.8.3 The CMAR, 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.

6.8.4 The CMAR will appraise the work completed and submit an appraisal to the District for evaluation. The District will have the right to inspect the CMAR’s work or Deliverable to appraise the work completed.

6.8.5 The CMAR will receive compensation in full for services satisfactorily performed to the date of such termination. The fee will be paid in accordance with Paragraph 4 of this Contract and will be an amount mutually agreed upon by the CMAR and the District. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, “Disputes”. However, in no event will the fee exceed that set forth in Paragraph 4 or as amended in accordance with paragraph 6.3, “Alteration in Character of Work”. The District will make the final payment within sixty days after the CMAR has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

**6.9 DISPUTES**

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the District’s Representative.

**6.10 WITHHOLDING PAYMENT**

6.10.1 The District reserves the right to withhold funds from the CMAR’s progress payments up to the amount equal to the claims the District may have against the CMAR, until such time that a settlement on those claims has been reached.

**6.11 RECORDS/AUDIT**

6.11.1 Records of the CMAR’s direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the District and the CMAR will be kept on a generally recognized accounting basis. The District, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CMAR‘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 CMAR’s records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 The CMAR will include a provision similar to paragraph 6.11.1 in all of its Contracts 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.

**6.12 INDEMNIFICATION**

6.12.1 The CMAR, to the fullest extent permitted by law, agrees to indemnify, defend and save harmless the District, its Board members, 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”, for, from and against all suits, 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 Deliverable done in performing 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 the failure of the CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CMAR will be responsible for primary loss investigation, defense and judgment costs where this Contract of indemnity applies.

**6.13 NOTICES**

6.13.1 Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class US mail, registered or certified, postage prepaid and properly addressed as follows:

DISTRICT: Osborn School District #8 CMAR:<<Make this the Contractor Name>>

<<Name>> <<Name>>

<<Address>> <<Address>>

<<City, State, Zip>> <<City, State, Zip>>

**6.14 COMPLIANCE WITH FEDERAL LAWS**

6.14.1 The CMAR understand and acknowledges the applicability of the American With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CMAR agrees to comply with these laws in performing this Contract and to permit the District to verify such compliance.

**6.15 CONFLICT OF INTEREST**

6.15.1 To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the District, as set forth in this section, of any work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the District. Such notice will be given seven business days prior to commencement of the Project by the CMAR for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

6.15.2 Actions considered to be adverse to the District under this Contract include but are not limited to:

(a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the District;

(b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the District; and

(c) Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without the prior written consent of the District.

6.15.3 The CMAR represents that except for those persons, entities and projects previously identified in writing to the District, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the District.

6.15.4 The CMAR’s failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

**6.16 CONTRACTOR’S LICENSE AND PRIVILEGE LICENSE**

6.16.1 Prior to award of the Contract, the CMAR must provide to the District Clerk, its Contractor’s License Classification and number, its District Privilege License number, if any, and its Federal Tax I.D. number. A copy of the transmittal should be sent to the District’s Representative.

**6.17 CMAR’S TAX LIABILITY**

6.17.1 CM@ Risk will be liable for payment of all state of Arizona and Maricopa County Transaction Taxes (ARS 41-1305) on the successful bidder’s construction contracting receipts. Failure to remit the proper taxes to the County may result in the withholding of payment until all delinquent privilege taxes, interest, and penalty have been paid.

**6.18 SUCCESSORS AND ASSIGNS**

6.18.1 The District and the CMAR will 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 CMAR 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.

**6.19 FORCE MAJEURE**

6.19.1 If either party is delayed or prevented from the performance of any service, in whole or in 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. No increase in contract amount will be allowed. CMAR’s sole compensation will be an extension of time only.

**6.20 COVENANT AGAINST CONTINGENT FEES**

6.20.1 The CMAR 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 of contingent fee, and that no member of the District Board, or any employee of the Osborn School District #8 has any interest, financially, or otherwise, in the firm. The Osborn School District #8 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.

**6.21 NON-WAIVER PROVISION**

6.21.1 The failure of either party to enforce any of the provision 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.

**6.22 JURISDICTION**

6.22.1 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, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

**6.23 SURVIVAL**

6.23.1 All warranties, representations and indemnifications by the CMAR will survive the completion or termination of this Contract.

**6.24 MODIFICATION**

6.24.1 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.

**6.25 SEVERABILITY**

6.25.1 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.

**6.26 INTEGRATION**

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

**6.27 TIME IS OF THE ESSENCE**

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

**6.28 THIRD PARTY BENEFICIARY**

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

**6.29 COOPERATION AND FURTHER DOCUMENTATION**

6.29.1 The CMAR 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.

**6.30 CONFLICT IN LANGUAGE**

6.30.1 All work or Deliverables performed will conform to all applicable 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.

**6.31 DISTRICT’S RIGHT OF CANCELLATION**

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the District pursuant to the provisions of A.R.S. Section 38-511.

**7. INSURANCE**

7.1 **GENERAL**.

7.1.1 Insurer Qualifications. Without limiting any obligations or liabilities of CMAR, CMAR shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Ariz. Rev. Stat. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Contract at the District’s option.

7.1.2 No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect CMAR. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve CMAR from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

7.1.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

7.1.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the District, unless specified otherwise in this Contract.

7.1.5 Primary Insurance. CMAR’s insurance shall be primary insurance with respect to performance of this Contract and in the protection of the District as an Additional Insured.

7.1.6 Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the District, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of CMAR. CMAR shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

7.1.7 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the District. CMAR shall be solely responsible for any such deductible or self-insured retention amount.

7.1.8 Use of Subcontractors. If any work under this Contract is subcontracted in any way, CMAR shall execute written Contracts with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the District and CMAR. CMAR shall be responsible for executing any Contracts with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

7.1.9 Evidence of Insurance. Prior to commencing any work or services under this Contract, CMAR will provide the District with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by CMAR’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The District shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. In the event any insurance policy required by this Contract is written on a “claims made” basis, coverage shall extend for two years past completion of the Services and the District’s acceptance of the CMAR’s work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Contract expire during the life of this Contract, it shall be CMAR’s responsibility to forward renewal certificates and declaration page(s) to the District 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing the solicitation number and title or this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Contract, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

7.2 The District, its Board members, agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

7.2.1 CMAR’s insurance shall be primary insurance as respects performance of the Contract.

7.2.2 All policies, except for Professional Liability, including Workers’ Compensation shall waive rights of recovery (subrogation) against District, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by CMAR under this Contract.

7.2.3 A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

**8. REQUIRED INSURANCE COVERAGE.**

8.1 Commercial General Liability. CMAR shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

8.2 Vehicle Liability. CMAR shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on CMAR’s owned, hired and non-owned vehicles assigned to or used in the performance of the CMAR’s work or services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

8.3 Professional Liability. [If applicable] The CMAR shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the CMAR, or anyone employed by the CMAR, or anyone for whose negligent acts, mistakes, errors and omissions the CMAR is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and the CMAR shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

8.4 Workers’ Compensation Insurance. CMAR shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CMAR’s employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

8.5 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the District.

**9.** **E-VERIFY REQUIREMENTS.**

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the CMAR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). CMAR’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District.

**10. RECORDS AND AUDIT RIGHTS.**

CMAR’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this, including the papers of any CMAR and its subcontractors’ employees who perform any work or Services pursuant to this Contract to ensure that the CMAR and its subcontractors are complying with the warranty under Section 9 above (all the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on CMAR’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract and (b) evaluation of the CMAR’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 9 above. To the extent necessary for the District to audit Records as set forth in this subsection, CMAR and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Contract for the duration of the work and until three years after the date of final payment by the District to CMAR pursuant to this Contract. CMAR and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this subsection. The District shall give CMAR or its subcontractors reasonable advance notice of intended audits. CMAR shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

**11. INDEMNIFICATION.**

To the fullest extent permitted by law, the CMAR shall indemnify, defend and hold harmless the District and each Board member, officer, employee or agent thereof (the District and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), but only to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the CMAR, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth in the Contract will in no way be construed as limiting the scope of the indemnity in this Section.

**12. CONTRACT SUBJECT TO APPROPRIATION.**

The provisions of this Contract for payment of funds by the District shall be effective when funds are appropriated for purposes of this CMAR and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Contract and the District shall keep the CMAR fully informed as to the availability of funds for the Contract. The obligation of the District to make any payment pursuant to this Contract is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the District and the CMAR shall be relieved of any subsequent obligation under this Contract.

IN WITNESS WHEREOF, the District and the CMAR have executed this Agreement as of the date first written.

Osborn School District #8

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<<Name and Title>>

CONSTRUCTION-MANAGER-AT-RISK

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A - HOURLY RATE SCHEDULE**

**HOURLY RATE REQUIREMENTS AND LIMITATIONS:**

The schedule of hourly rates for employees of the CMAR and its Subconsultants follow and are based on the proposal submitted to the District on <<\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_>>. The definitions and limits below apply to the rates as submitted.

Directly Labor Cost is defined as the total amount actually paid by CMAR in salaries for its staff for time directly expended on the Project for services rendered. The maximum labor rate will be <<$\_\_\_\_\_\_\_\_>> per hour.

Indirect Cost (Overhead) is defined as the general and administrative overhead burden. Indirect Cost will be calculated as a percentage of the Direct Labor Cost. The maximum allowable markup for indirect costs is 15% of the direct labor costs.

Fixed Fee is defined as a fixed amount to provide an operating margin, readiness to serve, risk, and profit. The maximum allowable markup for fixed fee is 10% of the direct labor and indirect costs.

**LIST OF EMPLOYEES AND SUBCONSULTANTS:**

Position Direct Labor Rates Total Labor Rate

Project Manager

Constructability Mgr.

Scheduler

Estimator

Project Superintendent

Project Engineer

Administrative Assistant

**EXHIBIT B – EXAMPLE GMP PROPOSAL FORM**

**1. Project Identification**

1.1 This Project is for the construction of the CMAR for the Osborn School District #8 – Districtwide Child Nutrition Modernizations.

**2. GMP Proposal Submission**

2.1 GMP Proposal is to be submitted to \_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2.2 The undersigned CMAR proposes and agrees, if this GMP Proposal is accepted, to enter into an Contract with District and to perform and furnish all Work as specified or indicated in the Contract Documents for the construction phase for Contract Price for the construction phase and within the Contract Times indicated in this GMP Proposal and in accordance with the other terms and conditions of those Contract Documents.

2.3 CMAR accepts all of the terms and conditions of the Request for Qualifications, CMAR’s response to the RFQ, and the Contract for Pre-Construction Services. The GMP Proposal will remain subject to acceptance for \_\_\_\_\_\_ calendar days after received by the District. CMAR will sign and deliver the required number of counterparts of the Contract with the bonds and other documents required by the Contract Requirements for the construction phase within fifteen (15) days after the date of District’s acceptance of the final GMP Proposal.

2.4 In submitting this proposal, CMAR represents, as more fully set forth in the Contract for the construction phase, that:

* + 1. CMAR has examined and carefully studied the Contract Documents for the construction phase and the following Addenda receipt of all, which hereby acknowledged:

(List Addenda by Addenda Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2.4.2 CMAR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work

2.4.3 CMAR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

2.4.4 CMAR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Contract Discounts for the construction phase. CMAR acknowledges that such new reports may not be complete for CMAR’s purposes. CMAR acknowledges that District and Architect and/or Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents for the construction phase with respect to underground facilities at or contiguous to the site. CMAR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CMAR and safety precautions and programs incident thereto. CMAR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this GMP Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents for the construction phase.

2.4.5 CMAR is aware of the general nature of Work to be performed by District and others at the site that relates to Work for which this GMP Proposal is submitted as indicated in the Contract Documents for the construction phase.

2.4.6 CMAR has correlated the information known to CMAR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents for the construction phase and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents for the construction phase.

2.4.7 CMAR has given Architect and/or Engineer written notice of all conflicts, errors, ambiguities or discrepancies that CMAR has discovered in the Contract Documents for the construction phase and the written resolution thereof by Architect and/or Engineer is acceptable to CMAR, and the Contract Documents for the construction phase are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this GMP Proposal is submitted.

2.4.8 This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CMAR has not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposing; and CMAR has not sought collusion to obtain for itself any advantage over any other CMAR or over District.

**3. GMP Proposal Schedule**

3.1 CMAR will complete the Work in accordance with the Contract Documents for the construction phase and accept in full payment for the Work items listed below, the following Unit Prices and/or Proposal Prices, as applicable:

|  |  |  |  |
| --- | --- | --- | --- |
| GMP Proposal Item No. | GMP  Qty | Description | GMP  Price |
|  |  |  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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|  |  |  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**GMP Proposal** (The sum of the computed totals for GMP Proposal Items 1 through \_\_ only):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars and \_\_\_\_ Cents

(Written Word)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Figures)

**THE GMP PROPOSAL IS BASED UPON THE ESTIMATED QUANTITIES AND ASSOCIATED UNIT PRICES INCLUDED IN EXHIBIT ‘B’ – GMP PROPOSAL. IF THERE IS AN ERROR BY THE CONTRACTOR IN THE PROPOSAL OR COMPUTED TOTAL, THE GMP PROPOSAL WIL BE CHANGED AND THE SUM OF THE COMPUTED UNIT PRICE TOTALS WILL GOVERN. IN THE CASE OF A DISCREPANCY IN THE AMOUNTS BETWEEN THE WRITTEN WORD AND THE FIGURES, THE WRITTEN WORD AMOUNT TAKES PRECEDENCE OVER THE FIGURE AMOUNT.**

**4. Time of Completion**

4.1 CMAR agrees that the Work will be substantially complete within \_\_\_\_\_\_\_\_\_\_\_\_ ( \_\_\_ )

calendar days after the date when the Contract Time for the construction phase commences to run as provided in The Contract Documents for the construction phase, and completed and ready for final acceptance in accordance with The Contract Documents for the construction phase of within \_\_\_\_\_\_\_\_\_ ( \_\_ ) calendar days after the date of the Notice to Proceed.

4.2 CMAR accepts the provisions of the Contract for the construction phase as to liquidated

damages in the event of failure to complete the Work within the times specified in the Contract.

**5. Attachments to GMP Proposal**

5.1 List of Subcontractors for the construction phase.

5.2 Schedule of Manufacturers and Suppliers of Major Equipment and Material Items for the construction phase.

**6. GMP Proposal Terms and Signatures**

6.1 Terms used in this GMP Proposal, which are defined in the General Conditions of the construction phase contract or the pre-construction phase contract will have the meanings indicated in those documents.

Submitted on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ , \_\_\_\_\_.

6.2 If CMAR is a Corporation:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Corporation Name)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.3 Phone Address for receipt of official communications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_