



APACHE JUNCTION SEWER DISTRICT

RECLAIMING WATER FOR THE FUTURE

5661 South Ironwood Drive | Apache Junction, Arizona 85120
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PROJECT 23.09 WRF EXPANSION

CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION SERVICES AGREEMENT

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**CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES AGREEMENT
PROJECT 23.09 – WRF EXPANSION**

THIS AGREEMENT (the AGREEMENT) is made and entered into on the _____ day of _____, 2023, by and between the Apache Junction Sewer District (AJSD or OWNER), an Arizona municipal corporation and political subdivision, formerly known as Superstition Mountains Community Facilities District No.1, and the Construction Manager at Risk (CMAR) designated below (AJSD and CMAR may individually be referred to as “Party” and collectively referred to as “Parties”).

AJSD and CMAR agree as follows:

SECTION 1 - PARTICIPANTS AND PROJECT

AJSD: Owner Representative: Darron Anglin, PE
Mailing Address: 5661 S Ironwood Drive, Apache Junction, AZ 85120
Telephone: (480) 941 - 6760
Email: danglin@ajsewer.org

AJSD: Project Manager: Anne Latimer, District Engineer
Telephone: (480) 941 - 6766
Email: alatimer@ajsewer.org

CMAR: **Company Name:** _____
Mailing Address: _____
Physical Address: _____
Arizona ROC No.: _____
Federal Tax ID No.: _____
Contractor License(s): _____
State Where Organized: _____
Business Organization: _____

CMAR Authorized Project Representative:

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

(Prior to execution of the Agreement, CMAR must provide to AJSD’s Purchasing Department its Contractor’s License Classification and number, and its Federal Tax I.D. number.)

ENGINEER: **Company Name:** Stantec Consulting Services, Inc.
Mailing Address: 3133 W Frye Road, Suite 300, Chandler, AZ 85226
Design Team Representative: Maria Brady
Telephone: (480) 231-0465
Email: maria.brady@stantec.com

PROJECT DESCRIPTION:

AJSD provides wastewater collection and treatment services for the City of Apache Junction (City) at its existing WRF. With the existing WRF nearing capacity, a treatment plant upgrade and expansion are required to meet community demands. AJSD will be designing and constructing three and one-half million gallons per day (3.5 MGD) of additional capacity to serve the growth within the City. The expanded WRF is proposed to be a parallel treatment process to the existing treatment facility, which will remain operational until it is no longer able to provide treatment effectively or economically.

PROJECT LOCATION:

5661 S Ironwood Drive, Apache Junction, AZ 85120

SAMPLE

SECTION 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between AJSD and CMAR shall consist of the following Agreement Documents:

- 2.1.1. This Pre-Construction Services Agreement
- 2.1.2. **Exhibit A** – Pre-Construction Scope of Work and Schedule
- 2.1.3. **Exhibit B** – Compensation and Fee Schedule
- 2.1.4. **Exhibit C** – Insurance Requirements;
- 2.1.5. **Exhibit D** – Submittal Requirements for Guaranteed Maximum Price (GMP)/Price Proposal
- 2.1.6. **Exhibit E** – CMAR GMP Summary
- 2.1.7. **Exhibit F** – CMAR Statement of Qualifications
- 2.1.8. **Exhibit G** – General Conditions and Appendices
- 2.1.9. **Exhibit H** – WIFA Complete Governmental Contract Packet

In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

This Agreement is being financed by the Water Infrastructure Finance Authority of Arizona. Attached as Exhibit H is the WIFA Complete Contract Packet. All terms and condition set forth in Exhibit H must be complied with and are an integral part of this Agreement.

2.2 DEFINITIONS

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

SECTION 3 - PRE-CONSTRUCTION SERVICES

3.1 SERVICES

CMAR shall provide and perform all of the services in accordance with Section 17 of the General Conditions (Services).

3.2 GENERAL REQUIREMENTS

- 3.2.1. CMAR shall perform the Services required by, and in accordance with this Agreement and as outlined in attached **Exhibit A** to the satisfaction of the AJSD Authorized Representative (AAR), in full compliance with Section 17.2.1 of the General Conditions.
- 3.2.2. In performance of the Services under this Agreement, the CMAR shall fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to AJSD, the Project and the Agreement.
- 3.2.3. CMAR shall perform the Services under this Agreement using only those firms, team members and individuals designated by CMAR consistent with the Statement of Qualifications or as otherwise approved by AJSD in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of AJSD.

3.2.4. CMAR will comply with all terms and conditions of the General Conditions.

3.2.5. Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of AJSD, as set forth in Section 17.2.6 of the General Conditions.

3.3 DETAILED PROJECT SCHEDULE

CMAR shall prepare and present to AJSD a Detailed Project Schedule that is acceptable to the AJSD and in accordance with Section 17.3 of the General Conditions.

3.4 DESIGN DOCUMENT REVIEW

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

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

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

3.5.2. The submitted Baseline Cost Model, Detailed Cost Estimates and Schedule of Values shall not exceed the AJSD's Construction Budget, which is \$_____ (Construction Budget).

3.5.3. In the event that CMAR determines that the Construction Budget must be increased, the CMAR shall inform AJSD of the need for the increase with detailed explanation of the reasons for the increase and a detailed breakdown of the increased cost. AJSD in its sole discretion shall determine if an increased Construction Budget is justified. No increased Construction Budget shall be effective unless and until a written amended Construction Budget is executed by AJSD and the CMAR.

3.5.4. If CMAR submits a Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values that exceeds the Construction Budget, AJSD has the right in its sole discretion to terminate or suspend this Agreement.

3.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

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

3.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

3.7.1. CMAR shall submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in attached **Exhibit A**. The GMP Proposal shall be presented in a format approved by AJSD, or in the form of the attached **Exhibit D**. AJSD may change the schedule, format and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction and may request resubmittal of the GMP Proposal to reflect such changes.

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

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

3.7.3.1. The CMAR Fee shall be equal to _____% (percent) of the Cost of Work;

3.7.3.2. General Conditions costs shall be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4. The GMP Proposal shall not exceed AJSD's Construction Budget.

3.8 ADDITIONAL PRE-CONSTRUCTION SERVICES

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

3.8.2. No claim for additional services, extra work performed, or materials furnished by CMAR shall be allowed by AJSD except as provided herein, nor shall CMAR provide any additional services, do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing by AJSD. Work or material(s) furnished by CMAR without such prior written authorization shall be CMAR's sole jeopardy, cost and expense, and CMAR hereby agrees that without prior written authorization no claim for compensation for such services, work or materials furnished shall be made, and AJSD shall not be responsible for such costs.

3.8.3. No Work, as defined by Section 2 of the General Conditions, may be performed under this Pre-Construction Services Agreement, without prior written approval by AJSD. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CMAR, will be performed only after a GMP Proposal for the Work has been approved and accepted in writing by AJSD and all such Work shall be done only under an executed Agreement for Construction Services, or pursuant to a prior written direction from AJSD to engage in such procurement.

SECTION 4 - CONSTRUCTION SERVICES

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

SECTION 5 - AJSD FURNISHED INFORMATION

AJSD will have the responsibilities specified in and subject to Section 5 of the General Conditions.

SECTION 6 - AGREEMENT TERM

6.1 The Agreement Duration is _____ Calendar Days.

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

SECTION 7 - AGREEMENT PRICE

7.1 In exchange for CMAR's full, timely and acceptable performance of the Services under this Agreement, and subject to all of the terms of this Agreement, AJSD will pay CMAR \$ _____ (the Agreement Price). The method of payment for this Agreement is Hourly, Not-to Exceed. The amount paid shall not exceed the Agreement Price for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in **Exhibit B**, Compensation and Fee Schedule.

7.2 The Agreement Price is all-inclusive, and AJSD shall not pay any additional amounts, costs or expenses, except for those specifically designated as reimbursable costs, without markup, as set forth in **Exhibit B**.

SECTION 8 - PAYMENTS

The Agreement Price shall be paid based upon the completion of Approved Task Order Amounts comprising the Pre- Construction Scope of Work as shown in **Exhibit A** in accordance with Section 17.8 of the General Conditions.

SECTION 9 - CHANGES TO THE AGREEMENT

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

SECTION 10 - SUSPENSION AND TERMINATION

This Agreement may be suspended and/or terminated in accordance with Section 10 of the General Conditions and as otherwise provided in this Agreement.

SECTION 11 - INSURANCE

11.1 CMAR shall provide insurance as provided on the attached Exhibit C, and in accordance with Section 11.1 of the General Conditions.

11.2 CMAR shall provide proof of such insurance and all required endorsements in forms acceptable to AJSD prior to commencing any Work or providing any Services under this Agreement.

11.3 Failure to provide proof of insurance and the required endorsements acceptable to AJSD will be a material breach and grounds for termination for cause of this Agreement by AJSD.

SECTION 12 - INDEMNIFICATION

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

SECTION 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Agreement shall be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

SECTION 14 - MISCELLANEOUS PROVISIONS

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

SIGNATURES

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

CMAR: _____

Printed Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____ 2023, before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed same.

Notary Public

APACHE JUNCTION SEWER DISTRICT

By: _____
Darron Anglin
District Manager

STATE OF ARIZONA)
) ss.
County of Pinal)

On this _____ day of _____ 2023, before me personally appeared **Darron Anglin**, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed same.

Notary Public

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

AJDS General Conditions and associated Appendices, along with this Agreement, constitute all the terms and conditions. Any terms and conditions and/or exceptions noted in the CMAR's or Design Team's proposal, GMP or other documents do not apply unless agreed to in this Agreement or an approved addendum.

Section A.1: Scope

Section A.2: Cost Proposal/Table

Section A.3: Schedule

SAMPLE

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

SAMPLE

EXHIBIT C
INSURANCE REQUIREMENTS

Some of the following requirements apply only to design professionals and some apply only to contractors. Requirements will be enforced based on the type of Agreement.

1. Contractor/Design Team shall obtain and submit to AJSD, certificates from the Contractor's/Design Team's insurance carriers, before any Work is performed, indicating the presence of coverages and limits of liability as follows.
2. AJSD only accepts the most recent version of the ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder's Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of Final Acceptance of the Project. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows Final Acceptance of the Project, unless otherwise specified in Agreement Documents. Proof of all required coverage(s) shall be provided by the Contractor/Design Team.
3. **Policy forms must include:**
 - 3.1. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
 - 3.2. Products and Completed Operations coverage. Contractor/Design Team agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/Design Team Work and to continue to name AJSD as an Additional Insured for the entire 10-year period.
 - 3.3. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Agreement. Any Employee Exclusion will be deleted.
 - 3.4. Broad Form Property Damage coverage, including completed operations or its equivalent.
 - 3.5. An endorsement in a form acceptable to AJSD, naming AJSD, any other party required to be named as an additional insured under the Agreement Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. Any form that does not grant additional insured status, for both the ongoing operations and products and completed operations coverages, IS NOT ACCEPTABLE.
 - 3.6. An endorsement in a form acceptable to AJSD, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and except for any builder's risk property insurance coverage that may be purchased and maintained by AJSD in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
 - 3.7. Coverage SHALL BE on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
 - 3.8. Coverage to include general aggregate limits on a "per project" basis.

4. Workers' Compensation:

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

5. Commercial Auto Coverage:

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

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

6. Commercial General Liability:

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

7. Excess Liability:

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

8. Professional Liability (if required):

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

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

9. Pollution Legal Liability:

- \$1,000,000 per Occurrence
- \$1,000,000 Aggregate Limit

Applicable to any pollutants or hazardous waste exposures as part of Work, except for CMAR Pre-Construction services work.

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

10. Builders Risk (if required):

Contractor shall include in its cost proposal the cost to obtain builders risk "all risk" or equivalent policy form coverage in the amount of the initial Agreement Price. This insurance coverage is required on projects that are typically outside the public rights-of-way whereby AJSD is constructing or modifying a public building. AJSD may, at its sole option, purchase and maintain, from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Agreement Price, plus the value of subsequent agreement modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of AJSD, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. AJSD shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings or forms. Contractor is responsible for providing insurance coverage for such items.

11. Owners and Contractors Liability Policy (OCP) (required for Contractors only):

Prior to the execution of the Agreement the Contractor shall provide a separate policy of insurance in the amount of \$2,000,000, per occurrence, at its sole cost and expense, naming Apache Junction Sewer District, a Municipal Corporation and political subdivision, and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance maintained by AJSD and shall remain in effect through the date of Final Acceptance of the Project.

12. Other Requirements:

- 12.1.** All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-. All coverage forms must be acceptable to AJSD.
- 12.2.** ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be provided to the AJSD prior to commencement of any Work. Failure of AJSD to demand such certificate or other evidence of full compliance with these insurance requirements or failure of AJSD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's/Design Team's obligation to maintain such insurance. AJSD shall have the right, but not the obligation, to prohibit Contractor/Design Team or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been obtained? in complete compliance with these requirements is received and approved by AJSD.
- 12.3.** The policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

The following policies shall include Waiver of Subrogation endorsements:

- Workers' Compensation
- Commercial Auto Coverage
- Commercial General Liability
- Pollution Legal Liability

12.4. The following policies shall include Additional Insured endorsements:

- Commercial Auto Coverage
- Commercial General Liability
- Excess Liability
- Builders Risk

12.5. Contractor/Design Team shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Agreement Documents to be provided by Contractor/Design Team.

12.6. AJSD reserves the right, in its sole discretion, to require higher limits of liability coverage if, in AJSD's opinion, operations by or on behalf of Contractor/Design Team create higher than normal hazards and, to require Contractor/Design Team to name additional parties in interest to be Additional Insureds.

12.7. In the event that rental of equipment is undertaken by Contractor/Design Team or any Subcontractor to complete and/or perform the Work, Contractor/Design Team agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

12.8. In the event that materials or any other type of personal property (Personal Property) are acquired for the Project or delivered to the Project site, Contractor/Design Team agrees that it shall be solely responsible for such property until it becomes a fixture on the Project or is otherwise installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

12.9. If AJSD elects to utilize an Owner Controlled Insurance Program (OCIP) which provides coverage for the Work, the Contractor/Design Team shall comply with all provisions of any such OCIP.

12.10. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor/Design Team shall comply with the more stringent provisions.

If a policy does expire, a renewal certificate of the required coverage shall be sent to AJSD not less than seven (7) calendar days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the AJSD not less than fourteen (14) calendar days prior to any such action by the insurance company. Notice shall be sent to:

Apache Junction Sewer District
Attn: Purchasing Dept
5661 S Ironwood Dr
Apache Junction, AZ 85120
purchasing@ajsewer.org

EXHIBIT D
SUBMITTAL REQUIREMENTS FOR GMP PROPOSAL

- 1.** Unless otherwise instructed, CMAR shall submit three (3) bound copies and one (1) electronic copy in an unencrypted PDF format on a USB or thumb drive of any GMP Proposal(s) that includes the following documents and complies with the requirements specified in this Agreement and the following instructions. The GMP Proposal(s) shall be organized as follows:
 - 1.1.** Table of Contents
 - 1.2.** Project Description
 - 1.3.** GMP Proposal and the following attachments:
 - 1.3.1.** Detailed Cost Estimate upon which the GMP is based and, if for phased work, a total project Detailed Cost Estimate as of the time of the phased GMP Proposal.
 - 1.3.2.** List of Subcontractors
 - 1.3.3.** Schedule of Manufacturers and Suppliers
 - 1.4.** Schedule of Values ("SOV")
 - 1.5.** Detailed Project Schedule and a variance report to the Baseline Project Schedule
 - 1.6.** Construction phasing/traffic control (if applicable)
 - 1.7.** List of GMP Plans and Specifications
- 2.** A summary breakdown of the GMP Proposal is shown on page 2 of this Exhibit, along with instructions regarding certain line items. The definitions included in Section 1 of the General Conditions apply to the line items, as appropriate, and set forth the criteria to be used by CMAR in providing the requested breakdown.
- 3.** The most current version of CMAR's SOV shall be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received, and clarification assumptions used for the particular bid item listed must be provided in an organized manner that correlates with the SOV.
- 4.** The final accepted GMP shall not include any clarifications/assumptions made by CMAR in the preparation of the GMP Proposal, unless any such clarification or assumption is agreed to in writing by AJSD.
- 5.** The most current version of CMAR's Detailed Project Schedule shall be submitted with the GMP Proposal with a variance report from the project's Baseline Schedule. The Detailed Project Schedule shall be prepared as specified in this Agreement.
- 6.** A table listing all drawing sheets that were included in the GMP. Plans and Specifications shall be included with the GMP package. The table shall include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, shall be transmitted as specified in this Agreement.

**EXHIBIT E
CMAR GMP SUMMARY**

Project Name:	Date:
Project Location:	
AJSD Project No.:	
A. Cost of Work	
A.1. Cost of Work (self- perform, no mark-up)	\$0.00
A.2. Cost of Work (subcontractors, suppliers, materialmen)	\$0.00
TOTAL COST OF WORK:	\$0.00
B. General Conditions	
	\$0.00
SUBTOTAL 1 (Cost of Work) (A + B):	\$0.00
C. CMAR's Fee	
	\$0.00
SUBTOTAL 2 (A + B + C):	\$0.00
D. Bonds and Insurance (on Subtotal 1)	
D.1. Bonds (Payment and Performance)	\$0.00
D.2. Insurance	\$0.00
TOTAL BONDS & INSURANCE:	\$0.00
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	\$0.00
E. Sales Tax	
E.1. Sales Tax	\$0.00
E.2. Tax Credits	\$0.00
TOTAL SALES TAX:	\$0.00
F. Approved Allowances	
F.1. Owner's Allowance	\$0.00
F.2. Owner's Allowance for Water and Wastewater	\$0.00
TOTAL ALLOWANCES:	\$0.00
G. Contingencies	
G.1.	\$0.00
G.2.	\$0.00
TOTAL CONTINGENCIES:	\$0.00
TOTAL GMP PROPOSAL:	\$0.00
<u>Establishment of Values:</u>	
a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.	
b. General Conditions Cost (B) to be established in Baseline Cost Model.	
c. CMAR Fee as set forth in Section 3.7.3 of this Agreement	

EXHIBIT F
CMAR STATEMENT OF QUALIFICATIONS

SAMPLE

EXHIBIT G
GENERAL CONDITIONS AND APPENDICES

SAMPLE

EXHIBIT H
WIFA COMPLETE GOVERNMENTAL CONTRACT PACKET

SAMPLE