

90-24-176-RFQU

Exhibit 3

CMAR Contract



**MARICOPA COUNTY SPECIAL HEALTH
CARE DISTRICT**

dba

VALLEYWISE HEALTH

**CONSTRUCTION MANAGER AT RISK
CONTRACT**

**Valleywise Community Health Center
Chandler Refresh Project**

CONTRACT NO. 90-24-176-1

(Date)

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**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
dba VALLEYWISE HEALTH**

**CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION & CONSTRUCTION SERVICES
VALLEYWISE COMMUNITY HEALTH CENTER-CHANDLER REFRESH PROJECT
PROJECT NO. 90-24-176-1**

THIS CONTRACT is made and entered into on the ____ day of __ 2024, by and between Maricopa County Special Healthcare District dba Valleywise Health, a special health care district of the State of Arizona, and the "Construction Manager at Risk" or "CMAR" designated below:

Valleywise Health and CMAR agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

Valleywise Health: **Maricopa County Special Health Care District
dba Valleywise Health**
Contracts Management
Telephone: 602-344-4103
Cell Phone: 602-600-8000
E-mail: mary.hammer@valleywisehealth.org

CMAR: **(Name of CMAR)**

DESIGN PROFESSIONAL: **(Name of Design Professional)**

PROJECT DESCRIPTION: **Valleywise Community Health Center-Chandler Refresh Project**

PROJECT LOCATION: **811 South Hamilton Street, Chandler, AZ.**

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between Valleywise Health and CMAR shall consist of the following Contract Documents (Contract Documents):

1. This Contract.
2. General Conditions and General Conditions Appendices, incorporated by reference;
3. Exhibit A.1 – Preconstruction Services Scope of Work and Schedule.
4. Exhibit A.2 - Accepted GMP/Price Proposal
4. Exhibit B - Insurance Requirements.
5. Exhibit C - Project Specific Conditions.
6. Exhibit D - List of Final Plans and Specifications.
7. Exhibit E -Life safety and infection control package

8. Exhibit F – Final GMP
9. Exhibit G-Labor Reporting

2.2 DEFINITIONS

The definitions in Sections 2 and 15.1 of the General Conditions apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project.

(Enter any additional definitions)

2.3 PROJECT SPECIFIC CONDITIONS

If there are any additional conditions that apply to this Project, they are set forth in the attached Exhibit C, and are incorporated herein. Contractor must adhere to building noise ordinances since project location is in an occupied building with patient care areas above and below the construction area. Contractor is required to coordinate work required loud noises with project manager and ready to perform this at a time not affecting building or clinical operations. Parking deck on 2nd floor is a restricted area and requires prior coordination with project manager and Security with a week lead time to make arrangements for any parking changes.

2.4 PROJECT PLANS AND SPECIFICATIONS

A detailed list of the plans and specifications for this Project are set forth in the attached Exhibit D.

2.5 LIFE SAFETY AND INFECTION CONTROL PACKAGE (Contractors Handbook)

CMAR is required to follow Contractor handbook (Exhibit E) and is required to sign off prior to starting work.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 SERVICES

CMAR shall provide all the Preconstruction Services and perform in accordance with Section 17 of the General Conditions. The major components of the Pre-Construction services and the corresponding subsections of Section 3 of the General Conditions are set forth below:

3.2 GENERAL REQUIREMENTS

- 3.2.1 CMAR shall perform the Preconstruction Services required by, and in accordance with this Contract and as outlined in the attached Exhibit A.1, to the satisfaction of the Project Manager, in full compliance with Section 17.2 of the General Conditions, and any written clarification or modifications to the scope of the Preconstruction Services agreed to in writing by CMAR and Valleywise Health.
- 3.2.2 In performance of the Services under this Contract, the CMAR shall fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to Valleywise Health, the Project, and the Contract, including, without limitations those set forth on the attached Exhibit C.
- 3.2.3 CMAR shall perform the Services under this Contract using only those firms, team members and individuals designated by CMAR consistent with the SOQ, or as otherwise approved by Valleywise Health in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 3.2.4 CMAR will comply with all terms and conditions of the General Conditions.
- 3.2.5 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
- 3.2.6 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared

or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Valleywise Health, as set forth in Section 17.2.6 of the General Conditions.

3.3 DETAILED PROJECT SCHEDULE

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

3.4 DESIGN DOCUMENT REVIEWS

CMAR shall conduct the evaluations, perform the design document reviews, make the recommendations, and provide the other Services referenced in Exhibits A through F and provide all such services 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 Valleywise Health's budget for the construction of the Project ("Construction Budget") which is \$ _____ and if CMAR submits a Baseline Cost Model, Detailed Cost Estimates and Schedule of Values that exceeds the Construction Budget, the Valleywise Health shall have the right to terminate or suspend the Contract and no further payments shall be due from or made by Valleywise Health to CMAR.

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 PROPOSAL GUARANTEED MAXIMUM PRICE (GMP)

3.7.1 CMAR shall submit a Proposal and Guaranteed Maximum Price (GMP) for the entire Work, and for each phase (if required) of the Work, in conformance with the requirements. The Proposal shall be presented in a format acceptable to Valleywise Health based upon the Contract Documents. Valleywise Health may change the schedule, format, and/or requirements for the Proposal as it deems necessary during Pre-Construction and may request resubmittal of the Proposal to reflect such changes.

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

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

1. The CMAR Fee shall be equal to percent of the Direct Costs
2. The CMAR Contingency based upon 100% percent complete Construction Drawings shall be equal to of the Cost of the Work plus CMAR Fee; and
3. General Conditions Costs shall be a fixed amount agreed to in writing as part of the Baseline Cost Model.

3.7.4 The Proposal shall not exceed the Valleywise Health's Construction Budget.

3.7.5 The provisions of Section 15 of the General Conditions applicable to GMP contracts shall apply to this Contract if a GMP Proposal is requested and accepted by the Valleywise Health.

3.8 ADDITIONAL PRE-CONSTRUCTION SERVICES

Additional Pre-Construction Services that are outside the scope of the services required under the Contract Documents, if any, shall be subject to, governed by, and performed and compensated in accordance with Section 17.9 of the General Conditions.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 GENERAL

- 4.1.1 CMAR agrees at its own cost and expense, to perform all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached Exhibit A.2.
- 4.1.2 CMAR shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions. Some but not all the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to this Contract and performance of the Work, the CM@ Risk shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Valleywise Health, the Project, and the Contract, including, without limitation, those set forth on attached Exhibit C.
- 4.1.4 CMAR shall perform the Work under this Contract using only those firms, team members and individuals designated by CMAR consistent with the SOQ, the GMP Proposal, or otherwise approved by Valleywise Health pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 4.1.5 CMAR will comply with all terms and conditions of the General Conditions.
- 4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
- 4.1.7 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Valleywise Health. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, CMAR hereby transfers and assigns ownership of the copyright in such Work to Valleywise Health. The rights in this Section are exclusive to Valleywise Health in perpetuity.

4.2 CMAR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

- 4.2.1 The CMAR will provide the Deliverables in accordance with Section 4.2 of the General Conditions.
- 4.2.2 Any additional items which CMAR must deliver to Valleywise Health prior to commencing the Work on this Project, if any, include those set forth in Exhibit A and the following:

Contractor must provide a list of long lead items, associated risks, and recommendations for alleviating the stated risks. Contractor must identify any areas of concern with scope, including limitations within construction area if any. Any scope identified in design and not reflected in the pricing will not be eligible for a change order. Owner will NOT assume responsibility for scope missed by Contractor if clearly identified in the design.

4.3 PRE-CONSTRUCTION CONFERENCE

CMAR shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

CMAR shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 CONTROL OF THE PROJECT SITE

CMAR shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 PROJECT SAFETY

CMAR shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS

CMAR shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 PROJECT RECORD DOCUMENTS

CMAR shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

CMAR shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

4.10 VALLEYWISE HEALTH'S PERFORMANCE OF NECESSARY WORK

Valleywise Health shall have the right to perform necessary work which CMAR does not perform and CMAR shall have the obligation to pay and/or reimburse Valleywise Health the full cost thereof, in accordance with Section 4.10 of the General Conditions.

ARTICLE 5 – VALLEYWISE HEALTH RESPONSIBILITIES

5.1 In connection with Pre-Construction Services, Valleywise Health, at no cost to CMAR, will furnish the following information to CMAR:

Valleywise Health will provide Asbestos Inspection report (if any) at a 100% construction design.

5.1.1 One copy of data in Valleywise Health's possession or control which Valleywise Health determines in its discretion to be pertinent to the Work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by CMAR, to the extent in the possession of Valleywise Health.

5.2 Valleywise Health shall also have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.3 Additional services to be provided or responsibilities assumed, by Valleywise Health, if any, are listed below:

Valleywise Health

(Enter any additional Services to be provided)

5.4 Additional Information to be provided by Valleywise Health, if any, is listed below:

Valleywise Health

(Enter any additional Information)

ARTICLE 6 - CONTRACT TIME

6.1 CONTRACT TIME

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued prior to the approval and acceptance by Valleywise Health of the GMP or Fixed Price Proposal.

6.1.2 The Contract Time shall be as set forth in attached Exhibit A.1. CMAR agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.2 PROJECT SCHEDULE

The Project Schedule approved as part of the Proposal and incorporated herein as part of the attached Exhibit A.1 shall be updated and maintained throughout CMAR's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CMAR to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for Valleywise Health's termination of this Contract for cause.

6.3 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which will be determined upon the approval of GMP.

Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL COMPLETION AND FINAL ACCEPTANCE

6.4.2 Final Completion shall be achieved within the time-period set forth in the Project Schedule, the latest date for completion of which will be determined upon the approval of GMP.

6.4.3 Final Completion will be determined, and Final Acceptance will be issued, pursuant to Section 6.4 of the General Conditions.

6.5 CONTINUATION OF WORK

Valleywise Health shall have the right to permit CMAR to continue and finish the Work or any part of it after the time fixed for its completion without waiving any of Valleywise Health's rights in accordance with Section 6.5 of the General Conditions.

6.6 LIQUIDATED DAMAGES

6.6.1 **Substantial Completion Liquidated Damages (Reference Exhibit "C")**. CMAR acknowledges and agrees that if CMAR fails to achieve Substantial Completion of the Work within the Contract Time, Valleywise Health will sustain extensive damages and serious loss as a result of such failure. Valleywise Health and CMAR acknowledge and agree that such losses will include, but not be limited to: (1) additional expenses related to debt service, insurance, interest, facilities, equipment and other storage, employees, health care providers, and medical supplies; and (2) loss of income and/or reimbursement from the inability to provide services to patients and that such losses are extremely difficult to ascertain and to calculate with any certainty either at the time of contract

6.6.2 or after any breach occurs. Therefore, to provide certainty to both Valleywise Health and to CMAR as to the risk associated with the potential for extensive actual damages related to delayed completion, Valleywise Health and CMAR agree that if CMAR fails to achieve Substantial Completion of the Work within the time set forth in Article 6.3 above, Valleywise Health shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the following amount commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion.

6.6.3 **Final Completion Liquidated Damages (Reference Exhibit "C")**. For the same reasons set forth in Article 6.6.1 above, Valleywise Health and CMAR further agree that if CMAR fails to achieve Final Completion of the Work within the time set forth in Article 6.4.1 above, Valleywise Health shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the amount commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion: Liquidated damages will be determined upon the approval of GMP.

6.6.4 **MAG Liquidated Damages**. If no liquidated damages are specified in Articles 6.6.1 and/or 6.6.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply, for the same reasons and to cover the same damages set forth in Article 6.6.1 above.

6.6.5 Valleywise Health may deduct liquidated damages described in this Article 6.6 above from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid

amounts due CMAR shall be payable to Valleywise Health at the demand of Valleywise Health, together with interest from the date of the demand at the highest lawful rate of interest payable by CMAR.

6.7 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

6.7.1 CMAR and Valleywise Health waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 Damages incurred by Valleywise Health for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons: and
- .2 Damages incurred by CMAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work

6.7.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract. Nothing contained in this Article 6.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.6 above.

6.7.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Valleywise Health in the event of CMAR's default under this Contract prior to full performance of the Work including, without limitation as applicable, specific performance or completion of the Work on behalf of CMAR, the cost and expense of which shall be offset against any monies then or thereafter due to CMAR (if any) and otherwise immediately reimbursed to Valleywise Health by CMAR, and/or Liquidated Damages.

6.7.4 Notwithstanding the mutual waiver of consequential damages set forth in this Article 6.7, in the event that all or part of the Liquidated Damages set forth in Article 6.6 above are found to be unenforceable by a court of competent jurisdiction or arbitrator in a final, non-appealable award, order or judgment, then this Article 6.7 and the waiver of consequential damages contained herein shall be deemed void and of no effect and the parties shall have be under no limitation on the amount or types of damages which either may recover for a breach of this Agreement.

ARTICLE 7 - CONTRACT PRICE

7.1 CONTRACT PRICE

7.1.2 **Pre-construction Services:** It is anticipated pre-construction services will be needed under this contract, **Contracts that require preconstruction services may be charged an agreed upon fee between owner and CMAR** in exchange for the CMAR's full, timely and acceptable performance of the pre-construction services, and subject to all terms of this Contract applicable to Preconstruction Services, For this specific Contract, Valleywise Health will not be paying for CMAR pre-construction Services.

7.1.3 **Construction Services:** In exchange for CMAR's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all the terms of this Contract, Valleywise Health will pay CMAR the "Contract Price" agreed to by the Valleywise Health as set forth in the accepted GMP Proposal.

7.1.4 The Contract Price for the Services and each portion of Work is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly, and timely perform and construct the Preconstruction Services and Work encompassed in attached Exhibits A.1 and A.2, respectively.

7.2 COSTS

For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to CMAR and/or chargeable against the Contract Price shall be determined as set forth in Section 15 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to CMAR in accordance with Section 17.8 of the General Conditions for Pre-Construction Services, and 8 and 15 of the General Conditions for Construction Services.

All invoices shall reflect the following information: _____

ARTICLE 9 – CHANGES TO THE CONTRACT

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

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

- 11.1 CMAR shall provide Insurance as provided on the attached Exhibit B, and in accordance with Section 11.1 of the General Conditions. CMAR shall provide proof of such insurance and all required endorsements in forms acceptable to Valleywise Health prior to commencing any Work under this Contract.
- 11.2 CMAR shall provide performance and payment bonds to Valleywise Health in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).
- 11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Valleywise Health will be a material breach and sufficient grounds for Valleywise Health's termination of this Contract for cause.

ARTICLE 12 – INDEMNIFICATION

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

ARTICLE 13- DISPUTE RESOLUTION

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

ARTICLE 14 – MISCELLANEOUS PROVISIONS

- 14.1 Labor Reporting - This report is required for CMAR to complete, and all information must be accurate. This report is required by the funder however, the source of the project funding does not apply to the Davis-Bacon Act.
 - 14.1.1 Contractor must comply with the Reporting standards as presented by the US. Treasury Final Rule and work with Maricopa County to provide compliance information regarding labor certification documentation and keep records of employees funded through American Rescue Plan Act Funds private, separate, and discrete (Exhibit F Contains required forms).
 - 14.1.2 A Quarterly Reporting Calendar will be provided to the recipient
 - 14.1.3 Programmatic Compliance and Reporting monitoring process is required with the American Rescue Plan Act funding.
 - 14.1.4 Reporting dates and programmatic Quarterly Report deadlines follow the calendar year quarterly cycle. The Quarterly report will be due according to the date provides in the ARPA Reporting Calendar.
 - 14.1.5 Coronavirus State and Local Fiscal Recovery Funds- Final Rule (31 CFR Part 35)
<https://www.ecfr.gov/current/title-31/subtitle-A/part-35>
 - 14.1.6 Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities ([General Guidance](#))

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

“OWNER”

**Maricopa County Special Health Care District
dba Valleywise Health**

Signature _____
Name James Woodfin Thomas
Title Chairman, Board of Directors

“CMAR”

(Name of CMAR)

Signature _____
Name _____
Title _____

EXHIBIT A.1 – PRECONSTRUCTION SERVICES SCOPE OF WORK AND SCHEDULE

EXHIBIT A.2 – ACCEPTED GMP/PRICE PROPOSAL

To be determined at an agreed date during the performance of the pre-construction services.

CMAR ACCEPTS THAT THE GMP SHALL NOT EXCEED THE BUDGET OF _____ EXCEPTION:
CUSTOMER REQUESTED CHANGE ORDER(S).

EXHIBIT B - INSURANCE REQUIREMENTS

Pre-construction is anticipated for this contract; therefore, insurance and bonds will be required prior to commencement of work. These Insurance Requirements apply to the party contracting with Valleywise Health (Contractor, CMAR, and/or Design Professional) working or providing services in relation to the Project pursuant to the Contract, Job Order, Project Order, or other agreement with Valleywise Health to which this Exhibit B is attached as an Exhibit.

- A. Contractor/CMAR/Design Professional, as applicable, shall obtain and submit to Valleywise Health before any Work is performed, certificates from the Contractor/CMAR/Design Professional's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event, shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

- (a) Coverage A: Statutory Benefits.
- (b) 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
- (c) Coverage must include a Waiver of Subrogation endorsement.
- (d) Where applicable, the U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

- (a) Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".
- (b) If the Contract Documents require Contractor/CMAR/Design Professional 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.

3. 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 | \$2,000,000 |
- (other than Products/Completed Operations)
- (a) Coverage must include a Waiver of Subrogation endorsement.
 - (b) Both policy forms must include:
 - 1) Premises and Operations coverage with no explosion, collapse, or underground damage (XCU) exclusions
 - 2) Products and Completed Operations coverage. Contractor/CMAR agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/CMAR's Work and to continue to name Valleywise Health as an Additional Insured for the entire 10-year period.
 - 3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
 - 4) Broad Form Property Damage coverage, including completed operations or its equivalent.
 - 5) An endorsement naming Valleywise Health, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms. Additional Insured Endorsements on both ISO forms CG2010 04/13 and CG2037 04/13 or their equivalent. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
 - 6) Coverage on an "Occurrence" form. "**Claims Made**" and "**Modified Occurrence**" forms are not acceptable.

7) Coverage to include general aggregate limits on a “per project” basis.

4. Errors & Omissions Liability

(Applicable to any Design Services and/or any design/engineering/pre-construction services are part of Work)

Each Claim	\$1,000,000
Aggregate	\$3,000,000

- (a) Coverage provided must have no exclusion for design-build projects.
- (b) Evidence of coverage for ten (10) years beyond completion of the Project must be provided.

5. Pollution Legal Liability \$1,000,000

(Applicable as to any pollutants or hazardous waste exposures as part of the Work).

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

6. Privacy, Security and Data Breach:

Each Claim/Occurrence	\$3,000,000
Aggregate	\$3,000,000

Privacy, security, or data breach coverage, which such coverage may be provided via a separate policy or as an endorsement to any other policy the Contractor/CMAR/Design Professional maintains.

7. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a minimum total combined limit of at least the following:

- (a) For Contractor/CMAR:

Each Occurrence/Claim	\$10,000,000
Aggregate	\$10,000,000
- (b) For Design Professional:

Each Occurrence/Claim	\$5,000,000
Aggregate	\$5,000,000

8. Contractor/CMAR “All Risk”:

Contractor/CMAR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall cover the Work and property and be maintained until Substantial Completion of the Work, or designated portion thereof is achieved. The insurance shall include the Owner and Contractor/CMAR as named insureds. The Subcontractors and all tiers of Sub-subcontractors shall be additional insureds.

Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, named and un-named windstorm, falsework, testing and startup, equipment breakdown, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss. The property insurance may include sub limits for one or more of the coverages required herein.

If the property insurance requires deductibles, the Contractor shall be responsible as a Cost of the Work for costs not covered due to such deductibles, except that Owner shall be solely responsible for any and all costs not covered due to deductibles arising out of any loss due to flood (including inundation, seepage and sewer back-up), earthquake, named and un-named windstorm, hail, volcanic eruption or terrorism.

The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Exhibit B, Section 8 or other property insurance applicable to the Work and property, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described herein, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of

other parties enumerated herein. The policies shall provide such 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 the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waiver requirements in this paragraph apply to, but are not limited to, insurance coverage provided by private sector insurers and self-insured contractors or corporations.

9. Other Requirements

- A.** All policies must contain an endorsement affording an unqualified thirty (30) days' notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal, or material reduction in coverage
1. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A VIII. All coverage forms must be acceptable to Valleywise Health.
 2. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Valleywise Health prior to commencement of any Work. Failure of Valleywise Health to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Valleywise Health to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor/CMAR/Design Professional's obligation to maintain such insurance. Valleywise Health shall have the right, but not the obligation, to prohibit Contractor/CMAR/Design Professional or any of its subcontractors or subconsultants from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Valleywise Health.
- B. Additional Insureds.** The insurance coverage, except Workers' Compensation and Errors and Omissions, required by this Exhibit B, shall name Valleywise Health, its agents, representatives, officers, directors, officials, and employees (excluding contractors, architects, inspectors, or any other party in direct privity of contract with Valleywise Health solely to perform work or services in relation to the Projects) as Additional Insureds. The endorsement shall include the following language or equivalent: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- C. Waiver (Subrogation).** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against Valleywise Health, its agents, representatives, directors, officers, and employees for any claims arising out of the Design Professional's work or service.
- D. Waiver (Property Insurance).** Valleywise Health and Contractor/CMAR/Design Professional waive all rights against each other and against Valleywise Health, Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.
- E. Deductibles.** Contractor/CMAR/Design Professional shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment.** In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor/CMAR/Design Professional agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property.** In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor/CMAR/Design Professional agrees that it shall be solely responsible for such property unless and until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- H. CCIP/OCIP.** If the Contract Documents provide for a Contractor/CMAR or Owner Controlled Insurance Program ("CCIP" or "OCIP") which provides coverage for the Work, the Contractor/CMAR/Design Professional shall comply with all provisions of any such CCIP or OCIP, as applicable.

- I. Additional Provisions.** Any additional provisions specific to the Project are attached hereto or to the applicable Contract Documents or Project Order. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor/CMAR/Design Professional shall comply with the more stringent provisions.
- J. Right to Increase Limits.** *The insurance requirements set forth in this Exhibit B will in no way limit CMAR's liability arising out of the CMAR's Work. The inclusions, coverage and limits set forth in this Exhibit B are minimum inclusions, coverage and limits. The required minimum policy limits set forth in this Exhibit B will not be construed as a limitation of Owner's rights under any policy with higher limits, and no policy maintained by CMAR will be endorsed to include such a limitation. Nothing contained in this Exhibit B will be construed as limiting the type, quality or quantity of insurance coverage that CMAR should maintain. CMAR will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum requirements set forth in this Exhibit B.*

EXHIBIT C - PROJECT SPECIFIC CONDITIONS

Section C.1 - Conditions and Specifications Specific to this Project:

CMAR Contract 90-24-176-1 accepts that the GMP shall not exceed the budget of \$_____
Exception: Customer Requested Change Order(s).

CMAR Contract 90-24-176-1
Section 3.7.3.1-Fee percentage: (%)

Section 3.7.3.2-CMAR contingency percentage Contingency (%)

Section 6.3-Substantial completion date shall be on or before _____.

Section 6.4.1-Final completion date must be on or before _____.

Section 6.6.1 Liquidated Damages and 6.6.2-Final completion liquidated damages.
Liquidated Damages to be applied post Substantial Completion, per calendar day following a mutually agreed schedule at time of GMP, at a cost of \$_____/day with a maximum cap of 1/2 of Construction Managers Fee.

General Conditions

Section 15.3.1.2-Labor rates provided in Exhibit A1

Section 15.3.1.5.2.4-Percentage of fair market value _____.

Section 15.3.1.6.1.2-Reimbursable percentage for liability insurance _____.

Section C.2 – Valleywise Health’s Additional Conditions Applicable to the Work included in this Project:

Contractor must provide a list of long lead items, associated risks, and recommendations for alleviating the stated risk. Contractor must identify any areas of concern with scope, including limitations within construction area.

