CONSTRUCTION MANAGER AT RISK

CONTRACT

CONTRACT NO. 90-XX-XXX

26 September 2018
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CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES
PROJECT NO. 90-XX-XXX

THIS CONTRACT is made and entered into on the XXth day of XXXXXX 2019, by and between Maricopa County Special Healthcare District dba Maricopa Integrated Health System, a special health care district of the State of Arizona, hereinafter called "MIHS" and the "Construction Manager at Risk" or "CMAR" designated below:

MIHS and CMAR agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

MIHS: Maricopa County Special Healthcare District
dba Maricopa Integrated Health System
Contract Specialist: (Enter Name)
Telephone: 602-344-XXXX
Fax: 602-344-XXXX
E-mail: ____________________________________________@mihs.org

CMAR: Name and Address of CMAR
Arizona ROC No.: 
Federal Tax ID No.: 
CMAR Representative: 
CMAR Telephone: 
E-mail: 

DESIGN PROFESSIONAL: (If Known)

PROJECT DESCRIPTION: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

PROJECT LOCATION: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between MIHS and CMAR shall consist of the following Contract Documents:

1. This Contract;
2. General Conditions, Revision Date April 24, 2018. Appendices incorporated by reference;
3. Exhibit A.1 - Preconstruction Services Scope of Work and Schedule;
4. Exhibit A.2 - Accepted GMP/Price Proposal
5. Exhibit B - Insurance Requirements;
6. Exhibit C - Government Provisions Compliance;
7. Exhibit D - Project Specific Conditions;
8. Exhibit E - Project Plans and Specifications;
9. Request for Qualifications RFQ No. 90-XX-XXX; and (X) Addendums (RFQ);
10. The Statement of Qualifications (SOQ) submitted by CMAR dated Month, Date, Year.

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, if any, include the following:

NO 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 D, and are incorporated herein.

2.4 PROJECT PLANS AND SPECIFICATIONS

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

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 SERVICES

CMAR shall provide all of 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, the RFQ, and the SOQ 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 MIHS.
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 MIHS, 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 MIHS 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 MIHS, as set forth in Section 17.2.6 of the General Conditions.

3.3 DETAILED PROJECT SCHEDULE

CMAR shall prepare and present to MIHS a Detailed Project Schedule that is acceptable to the MIHS 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 and E, the RFQ, and the SOQ, 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 MIHS’s budget for the construction of the Project ("Construction Budget") which is $XXXXXXX, and if CMAR submits a Baseline Cost Model, Detailed Cost Estimates and Schedule of Values that exceeds the Construction Budget, the MIHS shall have the right to terminate or suspend the Contract and no further payments shall be due from or made by MIHS 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 of the RFQ. The Proposal shall be presented in a format acceptable to MIHS based upon the Contract Documents. MIHS 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 or percentage agreed to in writing as part of the Baseline Cost Model.

3.7.4 The Proposal shall not exceed the MIHS'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 MIHS.

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.

4.1.2 CMAR shall provide all of the labor and materials and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of 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 CMAR shall fully comply with all Laws, Regulations, or Legal Requirements applicable to MIHS, 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 MIHS 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 MIHS. 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 MIHS. The rights in this Section are exclusive to MIHS 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 MIHS prior to commencing the Work on this Project, if any, include those set forth in Exhibit A and the following:

**NO ADDITIONAL ITEMS**

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 MIHS’S PERFORMANCE OF NECESSARY WORK

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

ARTICLE 5 - MIHS RESPONSIBILITIES

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

5.1.1 One copy of data in MIHS’s possession or control which MIHS 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 MIHS.

5.2 MIHS 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 MIHS, if any, are listed below:

NO ADDITIONAL SERVICES ARE TO BE PROVIDED OR RESPONSIBILITIES ASSUMED BY MIHS

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

NO ADDITIONAL INFORMATION IS TO BE PROVIDED BY MIHS

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 MIHS 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.

6.2.1 Failure on the part of CMAR to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for MIHS’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 is Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.
FINAL COMPLETION AND FINAL ACCEPTANCE

6.4.1 Final Completion shall be achieved within the time period set forth in the Project Schedule, the latest date for completion of which is __________.

6.4.2 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

MIHS 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 MIHS's rights in accordance with Section 6.5 of the General Conditions.

6.6 LIQUIDATED DAMAGES

6.6.1 Substantial Completion Liquidated Damages. CMAR acknowledges and agrees that if CMAR fails to achieve Substantial Completion of the Work within the Contract Time, MIHS will sustain extensive damages and serious loss as a result of such failure. MIHS 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 or after any breach occurs. Therefore, to provide certainty to both MIHS and CMAR as to the risk associated with the potential for extensive actual damages related to delayed completion, MIHS and CMAR agree that if CMAR fails to achieve Substantial Completion of the Work within the time set forth in Article 6.3 above, MIHS shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the following per diem amount commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

6.6.2 Final Completion Liquidated Damages. For the same reasons set forth in Article 6.6.1 above, MIHS 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, MIHS shall be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the following per diem 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:

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.

6.6.3 MIHS 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 MIHS at the demand of MIHS 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 MIHS waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 Damages incurred by MIHS 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 MIHS 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 MIHS by CMAR, and/or LiquidatedDamages.

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

7.1.1 Preconstruction Services: In exchange for the CMAR's full, timely and acceptable performance of the Pre-Construction Services under this Contract, and subject to all terms of this Contract applicable to Pre-Construction Services, MIHS will pay CMAR the "Pre-Construction Services Price," which is $XXXXXXX in accordance with Section 17.8 of the General Conditions.

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

7.1.3 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.
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 8, 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 MIHS prior to commencing any Work under this Contract.

11.2 CMAR shall provide performance and payment bonds to MIHS in accordance with Section 11.2 of the General Conditions and A.RS. § 34-61O(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to MIHS will be a material breach and sufficient grounds for MIHS’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

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

"MIHS"
Maricopa County Special Healthcare District dba Maricopa Integrated Health System

Signature: __________________________
Name: _____________________________
Title: _____________________________

"CMAR"

Signature: __________________________
Name: _____________________________
Title: _____________________________
EXHIBIT A.1 - PRECONSTRUCTION SERVICES SCOPE OF WORK AND SCHEDULE

Attached: (Name of Contractor, Pre-Construction Services dated Month, Date, Year)

The project schedule is to be completed at an agreed date during the performance of the pre-construction services.

EXHIBIT A.2 - ACCEPTED GMP/PRICE PROPOSAL

Final GMP is to be determined at an agreed date during the performance of the pre-construction services.
EXHIBIT B - INSURANCE REQUIREMENTS

A. These Insurance Requirements apply to the party contracting with MIHS (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 MIHS to which this Exhibit B is attached as an Exhibit.

B. Contractor/CMAR/Design Professional, as applicable, shall obtain and submit to MIHS 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.
       Coverage B: Employer's Liability.
       Bodily Injury by accident $100,000 each accident
       Bodily Injury by disease $100,000 policy limit
       Bodily Injury by disease $500,000 each employee
   (b) Coverage must include a Waiver of Subrogation endorsement.
   (c) 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 $500,000 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

(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 MIHS 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 MIHS, 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 CG201OB 11/85 or CG2026 11/85, or equivalent. Additional Insured
Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are
acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their
equivalent, ARE NOT ACCEPTABLE. 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 $4,000,000  
     - Aggregate $10,000,000  
   - (b) For Design Professional:  
     - Each Occurrence/Claim $2,000,000  
     - Aggregate $5,000,000  

8. **Contractor/CMAR "All Risk":**
   Contractor/CMAR shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project Site.

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.
   B. 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 MIHS.
   C. Certificates of Insurance with the required **endorsements** evidencing the required coverages must be delivered to the MIHS prior to commencement of any Work. Failure of MIHS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of MIHS 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. MIHS 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 MIHS.

   C. **Additional Insureds.** The insurance coverage, except Workers' Compensation and Errors and Omissions, required by this Exhibit B, shall name MIHS, its agents, representatives, officers, directors, officials and employees (excluding contractors, architects, inspectors or any other party in...
direct privity of contract with MIHS 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."

D. Waiver (Subrogation). The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against MIHS, its agents, representatives, directors, officers, and employees for any claims arising out of the Design Professional's work or service.

E. Waiver (Property Insurance). MIHS and Contractor/CMAR/Design Professional waive all rights against each other and against MIHS, 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.

F. 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.

G. MIHS All Risk Policy. Unless otherwise provided, the MIHS 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 builders' risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract 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 the MIHS, Contractor/CMAR/Design Professional 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. Contractor/CMAR/Design Professional shall bear the responsibility for the deductible for such coverage when a loss affects the Work. Such property insurance maintained by MIHS does not cover any tools or equipment owned or rented by Contractor/CMAR/Design Professional including trailers, excavators, scaffoldings, or forms. Contractor/CMAR/Design Professional is responsible for providing insurance coverage for such items.

H. 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.

I. 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.
J. 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.

K. 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.

L. Right to Increase Limits. MIHS reserves the right, in its sole discretion, to require higher limits of liability coverage if, in MIHS' opinion, operations by or on behalf of Contractor/CMAR/Design Professional create higher than normal hazards.
EXHIBIT C - COMPLIANCE WITH THE FACILITIES POLICY REFERENCE BOOK

Reference the General Conditions, revised April 24, 2018, Appendix 1 - Policies/ Requirement Applicable to MIHS Projects.
EXHIBIT D - PROJECT SPECIFIC CONDITIONS

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

CMAR Contract: 90-XX-XXX

Section 3.7.3.1 – CMAR Fee intentionally left blank. Fee will be determined upon approval of GMP.

Section 3.7.3.2 – CMAR contingency percentage intentionally left blank. Contingency % will be determined upon approval of GMP.

Section 6.3 – Substantial completion date intentionally left blank. Substantial completion will be determined upon approval of GMP.

Section 6.4.1 – Final completion date intentionally left blank. Final completion date will be determined upon approval of GMP.

Section 6.6.2 – Final completion liquidation damages amount intentionally left blank. Liquidation damages will be determined upon approval of GMP.

General Conditions

Section 15.3.1.2 – Labor rates provided in Exhibit A.1

Section 15.3.1.5.2.4. – Percentage of fair market value shall be determined upon approval of GMP.

Section 15.3.1.6.1.2 - Reimbursable percentage for liability insurance shall be determined upon approval of GMP.

Section 17.8.2 - Preconstruction retention of XX% is reduced to a Preconstruction retention of XX%.

Section D.2 - MIHS’s Additional Conditions Applicable to the Work included in this Project:

None.
EXHIBIT E - LIST OF FINAL PLANS AND SPECIFICATIONS

To be completed at an agreed date during the performance of the pre-construction services.
## MARICOPA INTEGRATED HEALTH SYSTEM

**Contractor’s Construction Phase Stipulated Hourly Billing Rates**

*Effective X/X/XXXX thru X/XX/XXXX*

<table>
<thead>
<tr>
<th>Contractor’s Staff:</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
<th>Double-Time Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaried Personnel (40 Hours maximum)</strong></td>
<td></td>
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</tr>
<tr>
<td>1. Project Executive</td>
<td>$</td>
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<tr>
<td>2. Director of Field Operations</td>
<td>$</td>
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<tr>
<td>3. General Superintendent</td>
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<td>4. Project Director</td>
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<tr>
<td>5. Senior Project Manager</td>
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<tr>
<td>6. Project Manager</td>
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<tr>
<td>7. Senior Superintendent</td>
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<td>8. Superintendent II</td>
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<td>9. Superintendent I</td>
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<tr>
<td>10. MEP Superintendent</td>
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<tr>
<td>11. Safety Director</td>
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<td>12. Safety Manager</td>
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<tr>
<td>13. Safety Coordinator</td>
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<tr>
<td>14. Senior Project Engineer</td>
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<tr>
<td>15. Project Engineer</td>
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<tr>
<td>16. Senior Field Engineer</td>
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<tr>
<td>17. Field Engineer</td>
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<tr>
<td>18. Scheduler</td>
<td>$</td>
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<tr>
<td>19. Engineer</td>
<td>$</td>
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<tr>
<td>20. Manager</td>
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<tr>
<td><strong>Hourly Personnel:</strong></td>
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<tr>
<td>22. Senior Field Office Manager</td>
<td>$</td>
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<tr>
<td>23. Field Office Manager</td>
<td>$</td>
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<tr>
<td>24. Receptionist/Secretary</td>
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</tbody>
</table>

**Contractor Name Self-Performed Labor Rates:**

**Rates Include:** Taxes & Insurance, Vehicles, Technology (computer, smartphone, iPad)

**Rates Exclude:** Training, Personal Protection, Subsistence, Relocation or Travel