



# **Mountain Line**

**(Northern Arizona Intergovernmental  
Public Transportation Authority)**

**3773 N. Kaspar Dr., Flagstaff, AZ 86004**

**(928) 679-8908**

**[www.mountainline.az.gov](http://www.mountainline.az.gov)**

**DOWNTOWN CONNECTION CENTER**

**PROJECT NO. \_\_\_\_\_**

**CONSTRUCTION MANAGER AT RISK  
CONTRACT**

**DATE: \_\_\_\_\_**



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**CONSTRUCTION MANAGER AT RISK  
CONSTRUCTION SERVICES  
PROJECT NO. \_\_\_\_\_**

**THIS CONTRACT** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona, hereinafter called "Mountain Line", and the "Construction Manager At Risk" or "CMAR" designated below:

Mountain Line and CMAR agree as follows:

**ARTICLE 1 – PARTICIPANTS AND PROJECT**

**MOUNTAIN LINE:** Mountain Line  
Project Manager:  
Telephone:  
E-mail:

**CMAR:** {Name}  
{Address}  
Arizona ROC No.:  
Federal Tax ID No:  
CMAR Representative:  
Telephone:  
E-mail:

[Prior to execution of the Contract, CMAR must provide to Mountain Line Project Manager CMAR's License Classification and number and its Federal Tax I.D. number.]

**DESIGN PROFESSIONAL:** {Name}  
{Address}  
Design Professional Representative:  
Telephone:  
E-mail:

**PROJECT DESCRIPTION:** Demolition of the existing facilities and construction of the new Mountain Line Downtown Connection Center ("DCC") The DCC scope generally includes a multimodal and public transit operations center with 13 bus bays, 22,000 square foot, two-story public facility that will include Mountain Line, Amtrak and Greyhound customer service, Mountain Line administration and operations, civic space, bicycle and pedestrian infrastructure and roadway improvements at the Phoenix and Milton intersection and along Phoenix Avenue. The site will also be prepared to allow for the transition to electric buses per Mountain Line's Zero Emissions Bus Transition Plan.

**PROJECT LOCATION:** 216 West Phoenix Ave, Flagstaff, AZ 86001



**ARTICLE 2 – CONTRACT DOCUMENTS**

**2.1 CONTRACT DOCUMENTS**

The Contract between Mountain Line and CMAR shall consist of the following Contract Documents (Contract Documents):

1. This Contract;
2. General Conditions (Revision Date \_\_\_\_\_);
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 Proposals - RFP No. \_\_\_\_\_(RFP); and
10. The Response and Proposal submitted by CMAR (Proposal).

**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:

*{If any, to be added by PM}*

**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.

**2.5 TEAM APPROACH**

Mountain Line intends to follow an integrated team approach, consisting of the Mountain Line Representative, the CMAR, the design professional, the CMAR’s subcontractors, the design professional’s consultants and the City as applicable that will work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. The desire is a “team” or “win-win-win” arrangement. Team members shall focus on this overall objective and not on protecting their own individual interests to obtain Mountain Line’s goals. The team approach may include a formal “partnering” arrangement at the option of the Mountain Line.

**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 RFP, and the Proposal 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 Mountain Line.
- 3.2.2 In performance of the Services under this Contract, CMAR shall fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to Mountain Line, 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 Proposal, or as otherwise approved by Mountain Line 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 Mountain Line, as set forth in Section 17.2.6 of the General Conditions.

### **3.3 DETAILED PROJECT SCHEDULE**

CMAR shall prepare and present to Mountain Line a Detailed Project Schedule that is acceptable to Mountain Line 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 RFP, and the Proposal, 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 Budget Construction Cost set forth in the Proposal which is \$\_\_\_\_\_, and if CMAR submits a Baseline Cost Model, Detailed Cost Estimates and Schedule of Values that exceeds the Budget Construction Cost, Mountain Line shall have the right to terminate or suspend the Contract and no further payments shall be due from or made by Mountain Line 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 FIXED PRICE\GUARANTEED MAXIMUM PRICE (GMP)**

- 3.7.1 CMAR shall submit a GMP Proposal, either Fixed Price or Guaranteed Maximum Price (GMP) for the entire Work, and for each phase (if required) of the Work, in conformance with the



requirements of the RFP and the Proposal. The Proposal shall be presented in a format acceptable to Mountain Line based upon the Contract Documents. Mountain Line 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 GMP 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 or a fixed amount of \$\_\_\_\_\_;
2. CMAR Contingency based upon \_\_\_\_ percent complete Construction Drawings shall be equal to \_\_\_\_% of the Cost of the Work plus the 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 GMP Proposal shall not exceed the Budget Construction Cost.

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 Mountain Line.

### **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 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 CM@ Risk shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Mountain Line, 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 Proposal, the GMP Proposal, or otherwise approved by Mountain Line 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 Mountain Line. 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 Mountain Line. The rights in this Section are exclusive to Mountain Line in perpetuity.

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

4.2.1 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 Mountain Line prior to commencing the Work on this Project, if any, include those set forth in Exhibit A hereto and the following:

*{If any, to be added by PM}*

**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 SUBCONTRACTORS AND SUPPLIERS**

CMAR shall engage, supervise and utilize in accordance with Section 4.5 of the General Conditions.

**4.6 CONTROL OF THE PROJECT SITE**

CMAR shall control and maintain the Project Site in accordance with Section 4.6 of the General Conditions.

**4.7 PROJECT SAFETY/PROGRAM**

CMAR shall implement and enforce Project safety in accordance with Section 4.7 of the General Conditions.

**4.8 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

CMAR shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.8 of the General Conditions.

**4.9 PROJECT RECORD DOCUMENTS**

CMAR shall maintain and make available the Project Record Documents in accordance with Section 4.9 of the General Conditions.

**4.10 MOUNTAIN LINE'S PERFORMANCE OF NECESSARY WORK**

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

**4.11 PROJECT SCHEDULE**



CMAR is responsible for preparing, monitoring, providing to College, and complying with and constructing the Project in conformance with the Project Schedule as set forth in Sections 4.11 and 6 of the General Conditions.

**4.12 CUTTING AND PATCHING OF WORK**

CMAR shall provide cutting and patching in accordance with Section 4.12 of the General Conditions.

**4.13 CLEANING UP**

CMAR shall be responsible for cleaning up in accordance with Section 4.13 of the General Conditions.

**4.14 SEPARATE CONTRACTORS**

CMAR shall be responsible for cooperating and dealing with separate contractors in accordance with Section 14.14 of the General Conditions.

**4.15 TRAFFIC CONTROL**

CMAR shall provide traffic control in accordance with Sections 4.15 of the General Conditions.

**4.16 AIR QUALITY CONTROL**

CMAR shall provide air quality control in accordance with Sections 4.16 of the General Conditions.

**4.17 STORM WATER POLLUTION PREVENTION**

CMAR shall provide storm water prevention in accordance with Sections 4.17 of the General Conditions.

**4.18 DRAWINGS AND SPECIFICATIONS**

CMAR shall maintain and provide project drawing and specifications in accordance with Sections 4.18 of the General Conditions.

**4.19 WARRANTY AND CORRECTION OF DEFECTIVE WORK**

CMAR shall provide warranties and correct defective Work in accordance with Section 4.19 of the General Conditions.

**ARTICLE 5 – Mountain Line RESPONSIBILITIES**

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

*{If any, to be added by PM}*

**5.1.1** One copy of data in Mountain Line’s possession or control which Mountain Line 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 Mountain Line.

**5.2** Mountain Line 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 Mountain Line, if any, are listed below:

*{If any, to be added by PM}*

**5.4** Additional Information to be provided by Mountain Line, if any, is listed below:





{If any, to be added by PM}

**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 Mountain Line of the GMP or Fixed Price Proposal.

**6.1.2** The Contract Time shall be as set forth in attached Exhibit A. 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.2 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 Mountain Line’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.

**6.4 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**

Mountain Line 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 Mountain Line’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, Mountain Line will sustain extensive damages and serious loss as a result of such failure. Mountain Line 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 Mountain Line and to CMAR as to the risk associated with the potential for extensive actual damages related to delayed completion, Mountain Line and CMAR agree that if CMAR fails to achieve Substantial Completion of the Work within the time set forth in Article 6.3 above, Mountain Line 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:

**Mountain Line to determine Terms- Pending.**

**6.6.2 Final Completion Liquidated Damages.** For the same reasons set forth in Article 6.6.1 above, Mountain Line 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, Mountain Line 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:

**Mountain Line to determine Terms- Pending.**

**6.6.3 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.

**6.6.4** Mountain Line 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 Mountain Line at the demand of Mountain Line, 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 Mountain Line waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 Damages incurred by Mountain Line 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 Mountain Line 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 Mountain Line 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**



- 7.1.1 Preconstruction Services:** In exchange for 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, Mountain Line will pay CMAR the "Pre-Construction Services Price," which is \_\_\_\_\_, in accordance with Section 17.8 of the General Conditions and as set for the Proposal.
- 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, Mountain Line will pay CMAR the "Contract Price" agreed to by Mountain Line 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 the Proposal, and 8 and 15 (if the Contract Price is a GMP) of the General Conditions for Construction Services and Exhibit A.2.

### **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 Mountain Line prior to commencing any Work under this Contract.
- 11.2** CMAR shall provide performance and payment bonds to Mountain Line in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A) and/or the Federal Bond Requirements, Appendix 2 to the General Conditions, as applicable.
- 11.3** Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Mountain Line will be a material breach and sufficient grounds for Mountain Line'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

[Project Name]



PROJECT NO. \_\_\_\_\_

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.

**MOUNTAIN LINE**

**NORTHERN ARIZONA INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY, a political  
subdivision of the State of Arizona**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Approved as to form:

Attest:

By \_\_\_\_\_

Fredda J. Bisman  
Dickinson Wright  
General Counsel, Mountain Line

\_\_\_\_\_

Clerk of the Board

**“CMAR”  
[Name]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



STATE OF ARIZONA )  
 ) ss.  
County of \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO before me, the undersigned notary public,  
by \_\_\_\_\_, who was identified as the \_\_\_\_\_ of  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_



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

*{To be completed by PM}*



## EXHIBIT A.2 – ACCEPTED GMP/PRICE Proposal

*[Project Name]*  
PROJECT NO. \_\_\_\_\_



**EXHIBIT B - INSURANCE REQUIREMENTS**

*{Mountain Line's Insurance Requirements standard Exhibit B, once approved by \_\_\_\_\_  
to confirm adequate insurance coverage and coverages for this Project}*





**EXHIBIT C - COMPLIANCE WITH SPECIFIC GOVERNMENT PROVISIONS**

*{Mountain Line's Compliance With Specific Government Provisions standard Exhibit C, once approved by \_\_\_\_\_ to confirm funding compliance for this Project}*



## **EXHIBIT D - PROJECT SPECIFIC CONDITIONS**

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

*{To be completed by PM from the specific Project requirements and specification}*

### **Section D.2 – Mountain Line’s Additional Conditions Applicable to the Work included in this Project:**

*{To be completed by PM by compiling Mountain Line’s standard conditions  
that apply to the Work included in the Project}*



## **EXHIBIT E - LIST OF FINAL PLANS AND SPECIFICATIONS**

*{To be completed by PM }*

Revised December 27, 2016

4819-5000-7549 v4 [53963-7]

*[Project Name]*  
PROJECT NO. \_\_\_\_\_