TO ALL RFQ RESPONDENTS:
This Addendum shall be incorporated into the Request for Qualifications (RFQ) for this project, and all requirements herein are fully a part of the RFQ.

Respondents are reminded to acknowledge receipt of all Addenda on the page provided in the Appendix of the RFQ, and to submit that page as part of your Statement of Qualifications (SOQ).

Documents Issued
1. August 26, 2019 Pre-Submittal Meeting Notes and Attendance Sheet.

Revisions to the Request for Qualifications
1. N/A

End of Addendum
UNIVERSITY OF ARIZONA-
STANDARD FORM AGREEMENT BETWEEN OWNER AND CM@RISK
ON THE BASIS OF A GUARANTEED MAXIMUM PRICE
March 1, 2015 Edition
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EXHIBIT C – Cost of the Work – Schedule of Values (blank template)
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EXHIBIT E – Construction Documents
EXHIBIT F – Statement of All Clarifications and Assumptions
EXHIBIT G – Schedule of Major Milestones
This “Agreement” is made this ______________________ day of ______________________ in the year ________, by and between ARIZONA BOARD OF REGENTS for and on behalf of the University of Arizona (“OWNER”), located at 220 West Sixth Street, Third Floor, Tucson, Arizona and Construction Manager at Risk ______________________ (“CM@RISK”), located at _______________________________, (each a “Party” or collectively the “Parties”) for services in connection with the following PROJECT: (number, name, location, and general description) (the “Project”) ______________________, the Construction Documents for which are or will be prepared by ______________________ (“Design Professional” or “DP”).

In consideration for the mutual covenants and obligations contained herein, Owner and CM@Risk agree as set forth herein.

Article 1 Scope of Work

1.1 CM@Risk shall perform all needed services in the Pre-Construction and Construction Phases of the Project, and provide all material, equipment, tools, and labor necessary to satisfactorily complete all work, deliverables and services described in and reasonably inferable from the Contract Documents (collectively “Scope of Work”, “Project Work” or “the Work”). The Parties agree that this Agreement shall not be effective as a contract for Construction Phase services until such time as the Parties agree on a Guaranteed Maximum Price (GMP) and Construction Phase Fee in the form of a written amendment to this Agreement specifically incorporating those contract terms.

1.2 The CM@Risk shall provide services for the Pre-Construction Phase in accordance with this Agreement, “Exhibit A – CM@Risk General Conditions”, and “Exhibit B – [CM@Risk’s Company Name] Pre-Construction Services Proposal Dated [Month Day, Year]”.

During the Pre-Construction Phase the CM@Risk shall prepare a cost estimate and provide a GMP, using the format set forth in “Exhibit C – Cost of the Work – Schedule of Values” (blank template), which excludes the Pre-Construction Phase Fee, for the Owner’s review and approval for all the Work required to complete the Project. If the GMP proposed by the CM@Risk is
acceptable to the Owner, the Parties agree to execute an amendment to this Agreement, in the form provided on “Exhibit D – Form of Amendment – GMP and Construction Phase Fee” hereto, to establish the GMP and Construction Phase Fee, and to incorporate herein the Construction Documents and other Contract Documents, CM@Risk assumptions and clarifications as may be necessary to define the Scope of Work as in “Exhibit E – Construction Documents”, “Exhibit F – Statement of All Clarifications and Assumptions”, and “Exhibit G – Schedule of Major Milestones” hereto. (If the GMP is not within the Owner’s Project Budget, the Owner reserves the right to terminate this Agreement or act as otherwise provided for in the “Exhibit A – CM@Risk General Conditions”.)

Article 2 Contract Documents

2.1 The “Contract Documents” are comprised of the following. In the event of a conflict in the Contract Documents, the Contract Documents will be applied in the following order of precedence:

2.1.1 This Agreement without Exhibits.

2.1.2 Exhibit A to this Agreement – “CM@Risk General Conditions”.

2.1.3 Owner’s Project Criteria developed by Owner, and Design Professional program (if any), with the Criteria taking precedence over the program, unless and to the extent specifically modified by one of the subsequent documents.

2.1.4 Exhibit C – Cost of the Work – Schedule of Values
Exhibit F – Statement of All Clarifications and Assumptions
Exhibit G – Schedule of Major Milestones
For the purposes of order of precedence only, these three documents will be treated as one document.

2.1.5 Exhibit E to this Agreement – “Construction Documents”.

2.1.6 Exhibit B to this Agreement – “[CM@Risk’s Company Name’s] Pre-Construction Services Proposal dated [Month Day, Year], as subsequently modified by addenda, amendments or change orders.

2.1.7 The following other documents, if any, forming part of the Agreement: [N/A, TBD or list, for example, Unit Price Schedules, CM@Risk’s Allowances, Owner’s Permit List, if any, and other Contract Documents].

2.1.8 Owner’s Request for Qualifications (RFQ) including all Addenda, Exhibits and Clarifications.
2.1.9 The CM@Risk’s qualifications submission, as required by the RFQ, including any clarifications and revisions of the submission.

Article 3 Interpretation and Intent

3.1 The Contract Documents are complementary and must be interpreted in harmony so as to avoid conflict or ambiguity, with words and phrases interpreted consistent with construction and design industry standards.

3.2 Terms, words and phrases used in the Contract Documents shall have the meanings as defined in the “Exhibit A – CM@Risk General Conditions” or if not specifically defined, their ordinary and common meaning.

3.3 The Contract Documents form the entire Agreement between Owner and CM@Risk and by incorporation herein are as fully binding on the Parties as if set forth herein. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

Article 4 Ownership of Documents

4.1 The Owner, through its separate agreement with the Design Professional, has and shall continue to have ownership of all drawings, specifications, and other documents and electronic data furnished by Design Professional.

4.2 The Owner shall also have ownership of documents or electronic data similar to those described in Article 4.1 above created by or in the possession of CM@Risk as well as any estimates, schedules, value engineering submissions, or other work product or deliverable furnished by CM@Risk to Owner.

Article 5 Contract Time

5.1 Owner and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. CM@Risk understands that the time(s) for completion(s) set forth in these documents are essential to the Owner and a material consideration for this Agreement.

5.2 For the Pre-Construction Phase Services the Work and Contract Time shall commence within five (5) days of execution of this Agreement, unless the Parties mutually agree otherwise in writing. For the Construction Phase Services the Work and Contract Time shall commence within five (5) days of CM@Risk’s receipt of Owner’s Notice-to-Proceed (NTP), unless the Parties mutually agree otherwise in writing.
5.3 Substantial Completion

5.3.1 Substantial Completion of the Work (the Substantial Completion Date) shall be achieved no later than [TBD (____)] calendar days after receipt of the NTP, or by date certain [TBD (____)], subject to adjustments in accordance with the Contract Documents. [INSTRUCTION TO DRAFTER – CHOOSE # OF CALENDAR DAYS OR DATE CERTAIN, BUT NOT BOTH].

5.3.2 Interim milestones and/or Substantial Completion of identified portions or phases of the Work shall be achieved as follows, subject to adjustments in accordance with the Contract Documents: [INSTRUCTION TO DRAFTER – INSERT “N/A” IF NO INTERIM MILESTONES NOR PHASED SUBSTANTIAL COMPLETION DATES.]

5.4 Final Completion

5.4.1 Final Completion of the Work or portion or phase thereof shall be achieved within [TBD (____)] calendar days after the date established for Substantial Completion of the Work, or by date certain [TBD (____)], unless otherwise mutually agreed by amendment or change order. [INSTRUCTION TO DRAFTER – CHOOSE # OF CALENDAR DAYS OR DATE CERTAIN, BUT NOT BOTH].

5.4.2 Interim milestones and/or Final Completion of identified portions or phases of the Work shall be achieved as follows, subject to adjustments in accordance with the Contract Documents: [INSTRUCTION TO DRAFTER – INSERT “N/A” IF NO PHASED FINAL COMPLETION DATES.]

5.5 Liquidated Damages. CM@Risk understands and acknowledges that if Substantial Completion is not achieved by the Substantial Completion Date provided in Article 5.3.1, and Article 5.3.2 above for identified portions or phases of the Work, Owner will suffer damages, which are difficult to accurately quantify and ascertain. CM@Risk agrees that if Substantial Completion for each portion or phase of the Work is not timely achieved, CM@Risk shall pay Owner [_______] dollars ($_______) per day as liquidated damages, and not as a penalty, for each calendar day that Substantial Completion for each portion or phase extends beyond the Scheduled Substantial Completion Date(s). In addition, if Final Completion is not attained within the time period defined by Article 5.4 above, CM@Risk shall pay Owner [_______] dollars ($_______) per day as additional liquidated damages, and not as a penalty, for each calendar day that Final Completion extends beyond the required date. The liquidated damages provided for herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties
and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in CM@Risk achieving Substantial Completion or Final Completion on or after the established dates.

[INSTRUCTION TO DRAFTER – UTILIZE LIQUIDATED DAMAGES WORKSHEET FOR LD AMOUNTS. IF LIQUIDATED DAMAGES WILL BE DETERMINED AT TIME OF GMP, INSERT “TBD” FOR AMOUNTS WHEN ISSUING CONTRACT.]

Notwithstanding anything stated herein, the above-stated liquidated damages shall in no way limit Owner’s other rights (e.g. “recovery measures” or termination) or limit Owner’s entitlement to damages for any breach other than for delay for which Contractor may be responsible pursuant to the terms of this Agreement or applicable law. If for any reason liquidated damages as set forth in this section are unenforceable, Owner shall be entitled to recover its actual damages sustained as a result of any delay in the completion of this Project.

**Article 6 Pre-Construction Phase Fee and Guaranteed Maximum Price**

6.1 Owner shall pay CM@Risk a Pre-Construction Phase Fee for the Pre-Construction Services and a Construction Phase Fee for Construction Phase Services as provided in the Contract Documents. The CM@Risk’s Construction Phase Fee, plus the Cost of the Work, Contingencies and Allowances, each as defined in the “Exhibit A – CM@Risk General Conditions”, will comprise the GMP to be established in compliance with the “Exhibit A – CM@Risk General Conditions”. Unless otherwise agreed to, CM@Risk’s GMP is deemed to include all required taxes (including sales and use taxes), as well as all applicable bond and insurance costs.

6.1.1 The Pre-Construction Phase Fee, as defined in Section 1.2 of the “Exhibit A – CM@Risk General Conditions”, shall be fixed at __________ dollars ($________).

[INSTRUCTION TO DRAFTER - IF SUBPHASING OF PRE-CONSTRUCTION SERVICES IS REQUIRED, INSERT FEE INFORMATION FOR EACH PHASE, AS DEFINED IN ARTICLE 1.1.1.]

6.1.2 The Construction Phase Fee, as defined in Section 1.2 of the “Exhibit A – CM@Risk General Conditions”, shall be a fixed fee, but initially established as _________% of the direct construction cost, and later when the GMP is established, as a fixed dollar fee contract term, subject to any cost or credit adjustments prescribed by General Conditions Section 10.4.

6.2 If the GMP requires an adjustment due to changes in the Scope of Work during the Construction Phase, the cost of such changes shall be priced under Section 10 of the “Exhibit A – CM@Risk General Conditions”.

6.3 For Owner-caused construction delays, either agreed to or awarded, CM@Risk will provide all the necessary extended Construction General Conditions for a daily sum as provided for in Sections 9.6 and 10.4 of the “Exhibit A – CM@Risk General Conditions”. The specific amount of extended Construction General Conditions will be determined by the Owner on a case-
by-case basis prior to issuance of a change order and must be determined to be fair and reasonable to the satisfaction of the Owner and the Design Professional.

Article 7 Procedure for Payment

7.1 Progress Payments. For Pre-Construction Services, CM@Risk shall submit to Owner on the last business day of each month CM@Risk’s Application for Payment based on the percentage completed for each Pre-Construction Design Phase as agreed to by the Owner. Payment for CM@Risk’s Construction Services shall be made in accordance with Section 7 of the “Exhibit A – CM@Risk General Conditions”. All costs, which exceed the GMP and are not authorized by change order, are to be paid by the CM@Risk and not the Owner.

7.2 Record Keeping and Finance Controls. With respect to all Work performed by CM@Risk, its Subcontractors and consultants under this Agreement, CM@Risk, its Subcontractors and any consultants, shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles, and subject to approval by the Owner. During performance of the Work and for five (5) years after Final Payment, the CM@Risk shall retain and shall also require all Subcontractors and any consultants to retain for review and/or audit by the Owner all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matter related to the Work. Upon request by the Owner, a legible copy or the original of any or all such records shall be produced by the CM@Risk at any time during or after the Work as the Owner may request. The CM@Risk shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor or any consultant payment applications or invoices and such Subcontractor’s or any consultant’s progress payment checks. The requirements of this Article shall be provided for in all contracts between the CM@Risk and its Subcontractors and any consultants employed by the CM@Risk.

Article 8 Termination for Convenience

8.1 This Agreement may be terminated for the convenience of Owner as provided for in Section 12.1 of the “Exhibit A – CM@Risk General Conditions”.

Article 9 Representatives of the Parties; Authority

9.1 Owner’s Representatives.
9.1.1 Owner designates Ralph Banks, Director, Engineering, Design & Construction, Planning, Design & Construction, University of Arizona 220 W. Sixth Street, Tucson, AZ as the “Owner’s Senior Representative”, who has the authority and responsibility set forth in the Contract Documents, including the authority and responsibility for avoiding and resolving disputes under Section 11 of the “Exhibit A – CM@Risk General Conditions”.

UA Project No. xx-xxxx – Project Name – xxxxxxxx
Standard Form Agreement Between Owner and CM@Risk (March 1, 2015 Edition)
9.1.2 Owner designates [______________________________],
(name, title, university name and address)
as its “Owner’s Representative(s)”, who has the authority and responsibility set forth in the Contract Documents.

9.2 CM@Risk’s Representatives.

9.2.1 CM@Risk designates [______________________________],
(name, title, company name and address)
as “CM@Risk’s Senior Representative”, who has the authority and responsibility set forth in the Contract Documents, including the authority and responsibility for avoiding and resolving disputes under Section 11 of the “Exhibit A – CM@Risk General Conditions”.

9.2.2 CM@Risk designates [______________________________],
(name, title, company name and address)
as the “CM@Risk Representative,” who has the authority and responsibility set forth in the Contract Documents.

9.2.3 CM@Risk designates [______________________________],
(name, title, company name and address)
as the “Superintendent”, who has the authority and responsibility set forth in the Contract Documents.

9.2.4 CM@Risk’s Representatives and Superintendent, as approved by the Owner, shall not be replaced without the Owner’s prior written approval.

9.2.5 CM@Risk warrants and shall ensure that only individuals who are authorized to legally bind CM@Risk will sign documents associated with this Agreement.

Article 10 Bonds and Insurance

10.1 Prior to, and as a condition for, the CM@Risk to perform Pre-Construction Phase Services, CM@Risk shall procure, deliver and maintain insurance coverage as provided in Section 6 of the “Exhibit A – CM@Risk General Conditions.” Prior to, and as a condition for, CM@Risk to perform Construction Phase Services and Owner issuance of a Notice-To-Proceed, CM@Risk shall procure, deliver and maintain Performance and Payment Bonds and insurance coverage, as provided in Section 6 of the “Exhibit A – CM@Risk General Conditions.”
CM@RISK:
CM@Risk Company Name
By Its Authorized Representative

______________________________
(Signature)

______________________________
(Printed Name)

______________________________
(Title)

______________________________
(Date)

OWNER:
Arizona Board of Regents
For and on behalf of
The University of Arizona

______________________________
(Signature)

______________________________
(Printed Name)

______________________________
(Title)

______________________________
(Date)
# Pre-Submittal Meeting Attendance Sheet

Project Number: 19-9472  
Project Name: Andrew Weil Center for Integrative Medicine  
Date: August 26, 2019  
Time: 2pm  
Location: PD&C Room 104

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<tr>
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<tr>
<td>1</td>
<td>Nate Kappion</td>
<td>Kappion</td>
<td>292-2225</td>
<td><a href="mailto:nathan@kappion.com">nathan@kappion.com</a></td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>3</td>
<td>Dennis Manley</td>
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<td><a href="mailto:dennis@lloydconstruction.com">dennis@lloydconstruction.com</a></td>
</tr>
<tr>
<td>4</td>
<td>Jill Donovan</td>
<td>Concord</td>
<td>327-2010</td>
<td><a href="mailto:jdonovan@comoengineering.com">jdonovan@comoengineering.com</a></td>
</tr>
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<tr>
<td>1</td>
<td>Rooney Link</td>
<td>Bricker Contracting</td>
<td>520-262-0162</td>
<td>RLINK@Bricker ave.com</td>
</tr>
<tr>
<td>2</td>
<td>Brad Lloyd</td>
<td>Lloyd Construction</td>
<td>520-471-2403</td>
<td><a href="mailto:brad@lloydconstruction.com">brad@lloydconstruction.com</a></td>
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<tr>
<td>3</td>
<td>Paul Pena</td>
<td>Lloyd Construction</td>
<td>520-903-7600</td>
<td><a href="mailto:paul@lloydconstruction.com">paul@lloydconstruction.com</a></td>
</tr>
<tr>
<td>4</td>
<td>Brisa Oldfather</td>
<td>Lloyd Construction</td>
<td>415-310-3670</td>
<td><a href="mailto:Brisa@lloydconstruction.com">Brisa@lloydconstruction.com</a></td>
</tr>
<tr>
<td>5</td>
<td>Courtney Hoyt</td>
<td>Sundt Construction</td>
<td>520-483-4218</td>
<td><a href="mailto:cehoyt@sundt.com">cehoyt@sundt.com</a></td>
</tr>
<tr>
<td>6</td>
<td>David Billanik</td>
<td>Sundt Construction</td>
<td>520-528-1749</td>
<td><a href="mailto:DeillanikK@sundt.com">DeillanikK@sundt.com</a></td>
</tr>
<tr>
<td>7</td>
<td>Fred Knapp</td>
<td>CORE Construction</td>
<td>520-669-6392</td>
<td><a href="mailto:fred.knapp@coreconstruction.com">fred.knapp@coreconstruction.com</a></td>
</tr>
<tr>
<td>8</td>
<td>Ryan Knapp</td>
<td>CORE Construction</td>
<td>520-349-2450</td>
<td><a href="mailto:ryan.knapp@coreconstruction.com">ryan.knapp@coreconstruction.com</a></td>
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<td></td>
<td>Brian Heald</td>
<td>WEN</td>
<td>520-792-0739</td>
<td><a href="mailto:bheald@weoneil.com">bheald@weoneil.com</a></td>
</tr>
<tr>
<td></td>
<td>Tommy Reef</td>
<td>WEN</td>
<td>520-792-0134</td>
<td><a href="mailto:treed@weoneil.com">treed@weoneil.com</a></td>
</tr>
<tr>
<td></td>
<td>Valeride Kelly</td>
<td>Kitchell</td>
<td>602-819-8741</td>
<td><a href="mailto:_vkelly@kitchell.com">_vkelly@kitchell.com</a></td>
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Project Name: Andrew Weil Center for Integrative Medicine  Time: 2pm
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<tr>
<td>1</td>
<td>Matthew Thrower</td>
<td>DPR Construction</td>
<td>(520) 549-7791</td>
<td><a href="mailto:matthew.thrower@dpr.com">matthew.thrower@dpr.com</a></td>
</tr>
<tr>
<td>2</td>
<td>David Landis</td>
<td>DPR Construction</td>
<td>(520) 526-3949</td>
<td><a href="mailto:davidla@dpr.com">davidla@dpr.com</a></td>
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