
Article 1 - Definitions

"Agreement ("Contract") means this written document signed by the City and the CMAR covering the construction services of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

"Allowance" means an estimated dollar amount determined jointly by the City and the CMAR that is included in the Agreement for the purpose of encumbering funds to cover the cost of items that are not specified explicitly in the Agreement. Allowance items apply to specific systems that are not completely defined when the Agreement is executed, but may be necessary to complete the Project, sometimes referred to as "known

unknowns". As Allowance items are defined, the CMAR shall provide competitive cost documentation for the Work to the City for approval. Funding for unused Allowances are added to the CMAR's Contingency.

"Change Directive" means a written order prepared and signed by the City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" means a type of Contract amendment issued after execution of this Agreement or future GMP Amendments signed by the City and the CMAR, agreeing to changes to the Agreement. The Change Order will state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Agreement terms.

"City ("Owner")" means the City of Phoenix, a municipal corporation, with whom the CMAR has entered into this Contract and for whom the services are to be provided pursuant to the Agreement. Regulatory activities handled by the City of Phoenix Planning & Development and Fire Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" means the person designated in § 8.3.1.2.

"City's Senior Representative" means the person designated in § 8.3.1.1.

"CMAR's Contingency" means a fund to cover cost growth during the Project used at the discretion of the CMAR usually for costs that result from Project circumstances. The amount of the CMAR's Contingency is negotiated as a separate line item in each GMP proposal. Use and management of the CMAR's Contingency is described in § 5.3.4.

"CMAR's Representative" means the person designated in § 8.3.2.2.

"CMAR's Senior Representative" means the person designated in § 8.3.2.1.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CMAR: (1) all written modifications, amendments and Change Orders; (2) Construction Documents; (3) CMAR's GMP Proposal; (4) this Agreement, including all exhibits and attachments.

"Construction Documents" means the plans, specifications, and drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.

"Construction Manager at Risk (CMAR)" means the firm, corporation, or other approved legal entity with whom the City has entered into this Agreement to provide services as detailed in this Agreement.

"Construction Fee" means the lump sum amount for the CMAR's administrative costs for branch or home office overhead, and profit.

"Contract Price" means the sum of the GMP, and Owner's Contingency as set forth in Article 5 subject to adjustment in accordance with this Agreement.

"Contract Time" means the Days as set forth in Article 4 the Period of Time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

"Cost of the Work" means the direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit, materials testing, and related items. The Cost of the Work shall not include the CMAR's Construction Fee, General Conditions, and taxes.

"Critical Path" means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

"Day(s)" mean calendar Days unless otherwise specifically noted in the Contract Documents.

"Design Phase Contract" means the Agreement between the City and the CMAR for services provided by the CMAR during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, and SBE utilization goal setting.

"Design Professional" means the qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.

"Differing Site Conditions" (Unforeseen Site Conditions) means concealed or latent physical conditions or subsurface conditions at the Site that, (1) materially differ from the conditions indicated in the Contract Documents or (2) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Acceptance" means the completion of the Work as prescribed in § 4.4.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions" means Project overhead for management of the Work. These costs includes, but is not limited to the following: (1) payroll costs for project manager or CMAR for Work conducted at the site, (2) payroll costs for the superintendent and full-time general foremen, (3) payroll costs for other management personnel resident and working at the site, (4) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (5) costs of offices and temporary facilities including office materials, office supplies, office equipment and minor expenses, (6) cost of utilities, fuel, sanitary facilities, telephone and data services at the site office, (7) costs of liability insurance premiums not included in labor burdens for direct labor costs, (8) costs of bond premiums, and (9) costs of consultants not in the direct employ of the CMAR or Subcontractors.

"General Requirements" means General Conditions resulting from specific Work that is not included in the established monthly project management General Conditions. These costs include, but is not limited to the following: (1) traffic control and temporary signage, (2) site maintenance, dust control and SWPP, (3) cleaning, and (4) survey and potholing.

"Guaranteed Maximum Price" or "GMP" means the sum guaranteed by the CMAR for the Cost of the Work; the Construction Fee; General Conditions, General Requirements, taxes, and the CMAR's Contingency including authorized adjustments. The CMAR is at risk to cover any additional Project costs.

"GMP Amendment" means an amendment to this Agreement that establishes the GMP or changes the GMP. Each approved GMP proposal is made part of this Agreement by a GMP Amendment.

"GMP Plans and Specifications" means the plans and specifications upon which the GMP proposal is based as listed in the GMP proposal.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the CMAR to start Work.

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or differing/unforeseen site conditions. Owner's Contingency applies to conditions that are unanticipated and may be referred to as "unknown unknowns". The amount of the Owner's Contingency is set by the City and is in the Contract Price. Use and management of the Owner's Contingency is described in § 5.4.

"Partial Substantial Completion" means that an agreed-upon part of the Work is sufficiently complete so that the City can occupy and use that part for its intended purposes. To achieve Partial Substantial Completion, the CMAR may be required to satisfy these conditions: (1) approval by City Fire Marshall and

local authorities (Certificate of Occupancy); (2) Elevator Permit; (3) all systems in place, functional, and demonstrated to the City or its representative; (4) all materials and equipment installed; (5) all systems reviewed and accepted by the City; (6) draft O&M manuals and record documents reviewed and accepted by the City; (7) City operation-and-maintenance training complete; (8) HVAC test and balance completed (provide minimum 30 Days before projected Substantial Completion); (9) landscaping established and complete and site work complete; and (10) final cleaning.

"Payment Request" means the City form used by the CMAR to request progress payments for Work in accordance with Article 7.

"Performance Period" means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP proposal. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit A attached.

"Project Record Documents" means the documents created pursuant to § 2.12.

"Project Schedule" means a schedule as prescribed in § 4.2 and Exhibit E.

"Samples" means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work is evaluated.

"Schedule of Values (SOV)" means a comprehensive division and allocation of the Contract Price into individual pay items; subcontracted Work, General Conditions, taxes and Construction Fee and non-cost items; non-contracted Work, contingencies and Allowances,, such that the sum of all items equals the Contract Price.

"Shop Drawings" mean drawings, diagrams, schedules and other data specially prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project is located.

"Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.

"Subcontractor" or "Subconsultant" means an individual or firm having a direct contract with the CMAR or any other individual or firm that, at any tier, has a contract with a Subcontractor or Subconsultant and that undertakes to perform a part of the Work for which the CMAR is responsible.

"Substantial Completion" means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (1) approval by City Fire Marshall and local authorities (Certificate of Occupancy); (2) Elevator Permit; (3) all systems in place, functional, and displayed to the City or its representative; (4) all materials and equipment installed; (5) all systems reviewed and accepted by the City; (6) draft O&M manuals and record documents reviewed and accepted by the City; (7) City operation and maintenance training complete; (8) HVAC test and balance completed (Provide minimum 30 Days prior to projected Substantial Completion); (9) landscaping and site work; and (10) final cleaning.

"Supplier" means a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by the CMAR or any Subcontractor.

One Thousand Five Hundred Dollars (\$1,500) as liquidated damages (not as a penalty) for each Day that Substantial Completion is delayed beyond the Contract Time as adjusted.

Article 5- Contract Price

- 5.0** The CMAR agrees at his own proper cost and expense, to do all Work for the construction of the improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.
- 5.1** **Contract Price**
- 5.1.1** The Contract Price will be the sum of the amounts, the GMP, §§ 5.2-5.3 and Owner's Contingency, § 5.3.9.
- 5.1.2** The Contract Price is subject to adjustments under Article 6 and by GMP Amendment.
- 5.1.3** If the GMP requires an adjustment due to changes in the Work, the cost of the changes will be determined as prescribed in Article 6.
- 5.2** **Guaranteed Maximum Price (GMP) Proposals**
- 5.2.1** A proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City (see Exhibit "C" attached). Due to the potential for the City to update procedures without notice, the CMAR must verify the current Exhibit C requirements and procedures when entering into these services with the City.
- 5.2.2** The City may request a GMP proposal for all or any portion of the Project and at any time during the design phase. Any GMP proposals submitted by the CMAR will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP proposal(s) are based.
- 5.2.3** The CMAR, in preparing any GMP proposal, will obtain from the Design Professional, four sets of signed, sealed, and dated plans and specifications (including all addenda). The CMAR will prepare its GMP in accordance with the City's request for GMP proposal requirements based on the most current completed plans and specifications at that time. The CMAR will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications. The CMAR will send two sets of those documents to the City's Project Manager, keep one set, and return the fourth set to the Design Professional.
- 5.2.4** An updated or revised Project Schedule will be included with each GMP proposal(s) that reflects the GMP Plans and Specifications. All Project Schedule updates or revisions will continue to comply with the requirements of § 4.2.
- 5.2.5** **GMP Proposal(s) Review and Approval**
- 5.2.5.1** The CMAR will meet with the City and Design Professional to review the GMP proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CMAR will make adjustments as necessary to the GMP proposal, its basis or both.
- 5.2.5.2** Upon receipt of any GMP proposal from the CMAR, the City may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP proposals.
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5.2.5.3 If the CMAR's GMP proposal is greater than the independent third party or Design Professional's estimate, the City may require the CMAR to reconfirm its GMP proposal. The CMAR will accept the independent third party or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven Days of a written request to the City identifying, explaining and substantiating the differences. The CMAR may be requested to, or at its own discretion, submit a revised GMP proposal for consideration by the City. At that time the City may do one of the following.

5.2.5.3.1 Accept the CMAR original or revised GMP proposal, if within the City's budget, without comment.

5.2.5.3.2 Accept the CMAR original or revised GMP proposal that exceeds the City's budget, and indicate in writing to the CMAR that the Project budget has been increased to fund the differences.

5.2.5.3.3 Reject the CMAR's original or revised GMP proposal because it exceeds the City's budget, the independent third party or Design Professional's estimate, in which event, the City may terminate this Agreement.

5.2.5.4 If design changes are required during the review and negotiation of GMP proposals, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP proposal. Such revised Construction Documents will be furnished to the CMAR. The CMAR will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

5.3 Guaranteed Maximum Price, GMP

5.3.1 The Guaranteed Maximum Price is composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below. The CMAR is at risk to cover any additional Project costs. Any amounts in excess of the actual Cost of the Work and/or CMAR's Contingency shall revert to the City.

5.3.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.3.3 The General Conditions will be a firm fixed lump sums for the management of the Project, but subject to adjustments as permitted in the Contract Documents.

5.3.3.1 The General Conditions will include bonds and insurance premiums based on the full Contract Price.

5.3.3.2 General Requirements costs will be not-to-exceed reimbursable amounts for overhead directly related to the Work, the cost of which is not easily determined and not included in the established monthly project management General Conditions.

5.3.4 The CMAR's Contingency is an amount the CMAR may use under the following conditions: (1) at its discretion for unexpected or unusual increases in the Cost of the Work, and for additional General Requirements or (2) with written approval of the City for increases in General Condition lump sum amount. The CMAR may not use the CMAR's Contingency for costs relating to defective Work. The CMAR's Contingency is assumed to be a direct Project cost, consequently, it will receive all markups at the time of GMP proposal submission.

5.3.4.1 The amount of CMAR's Contingency for each GMP proposal will be negotiated separately and shall reflect the CMAR's risk from that point in the Project forward.

5.3.4.2 When the CMAR utilizes the CMAR's Contingency, the CMAR shall provide the City a description of the Work and a detailed cost breakdown. The CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The CMAR shall deduct the amount used from the CMAR's Contingency line item and add the same amount to the Schedule of Values line items to which the funds are allocated. The CMAR shall indicate if the CMAR's Contingency is used for a new line item not in the original Schedule of

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest).

Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes.

Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.01 If the CMAR is delayed in performing the Work due to acts, omissions, conditions, events, or circumstances beyond its control and without its fault or the fault of those for whom the CMAR is responsible, and the delay will necessarily cause a commensurate delay in Substantial Completion of the Project, then the Contract Times may be reasonably extended by Change Order.

6.02 The CMAR shall request an increase in the Contract Time by written notice that includes an estimate of probable effect of delay on progress of the Work. Such notice shall not be given to Owner later than fourteen (14) Days after such condition or event has been encountered.

6.02.1 In the case of a continuing delay only one request is necessary.

6.03 Events that may entitle the CMAR to an extension of the Contract Time include acts or omissions of the City or anyone under the City's control (including separate contractors), City changes in the Work, Differing Site Conditions, hazardous conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of force majeure.

6.04 If adverse weather conditions are the basis for a request for additional Contract Time, the request must be established with data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and adversely affected the Substantial Completion date.

6.05 The City does not waive any of its legal rights by permitting the CMAR to proceed to complete the Work, or any part of it, after the Substantial Completion date as extended.

6.06 In addition to the CMAR's right to a time extension for the events set forth in this § 6.03, the CMAR may also be entitled to an appropriate adjustment of the Contract Price, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of **both CMAR and Owner**, including the events of war, floods, labor disputes, earthquakes, epidemics, weather conditions, and other acts of God ("Force Majeure Costs"). Notwithstanding the foregoing, the CMAR shall be allowed to apply CMAR's Contingency to any costs it may incur associated with the force majeure costs.

6.1 Differing Site Conditions

6.1.1 If the CMAR encounters a Differing Site Condition, the CMAR will be entitled to an adjustment of the Contract Price or Contract Time if and to the extent that the Differing Site Condition increases the GMP or delays the Project's critical path.

Values.

- 5.3.4.3** A copy of the change order from the CMAR to the appropriate Subcontractors may be requested by the City.
- 5.3.5** When the Cost of Work for a subcontracted item on the Schedule of Value is less than the amount approved in the GMP, the unused value of the subcontracted item shall be added to the CMAR's Contingency.
- 5.3.6** Taxes are deemed to include all sales, use, consumer and other taxes that are in force when this Agreement is negotiated or when each GMP proposal is concluded, whether or not then effective or merely scheduled to go into effect. Taxes are actual costs and is a not-to-exceed reimbursable amount. The CMAR is responsible for accounting for these variations.
- 5.3.7** GMP Amendments are cumulative.
- 5.3.8** If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes shall be determined by Article 6.
- 5.4** **Owner's Contingency**
- 5.4.1** The Owner's Contingency are funds to be used at the discretion of the Owner usually from costs that result from Owner directed changes or Unforeseen Site Conditions. Owner's Contingency is added to the GMP amount provided by the CMAR, the sum of which is the total Contract Price for construction. Markups for Construction Fee and taxes are applied by the CMAR at the time that Owner's Contingency is used. The City and the CMAR delegate the authority to approve Owner's Contingency to their respective representatives as identified in § 8.3.
- 5.4.2** Use of the Owner's Contingency shall be as prescribed in Article 6.

6.1.2 Upon encountering a Differing Site Condition, the CMAR shall notify the City in writing of the condition, not later than seven Days after the condition has been encountered. The CMAR shall, to the extent reasonably possible, provide the notice before the Differing Site Condition has been disturbed or altered.

6.2.1 Errors, Discrepancies and Omissions

6.2.1 If the CMAR observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the Design Professional and request clarification.

6.2.2 If the CMAR proceeds with the Work affected by such known errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the CMAR prior to clarification by the Design Professional shall be at the CMAR's risk.

6.3 City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such changes or alterations as may be found necessary or desirable.

6.3.2 These changes shall not invalidate this Agreement, and the CMAR shall perform the changes the same as if they had been part of the original Agreement.

6.3.3 Upon receipt of a request for proposal for a change in the Work, the CMAR shall prepare a detailed proposal using the rates and markups established in the Contract Documents as a basis for the Contract Price adjustment. The CMAR's proposal must include a detailed description of any schedule impact.

6.4 Legal Requirements

6.4.1 The Contract Price and/or Contract Time shall be adjusted to compensate the CMAR for material changes in Legal Requirements enacted after the date of the GMP proposal, which changes increase the Cost of the Work or delay the Project's critical path.

6.5 Change Directives, Owner's Contingency Use and Change Orders

6.5.1 When the CMAR receives a Change Directive or identifies any change to the Work that will affect Contract Time or Contract Price, the CMAR must notify the City in writing within 14 Days of a potential change including a rough order of magnitude of the cost.

6.5.2 The City and the CMAR shall negotiate the appropriate adjustments in good faith and as expeditiously as possible. Upon reaching an agreement, the CMAR shall receive City approval to use the Owner's Contingency or a Change Order will be processed reflecting the terms of the adjustment.

6.5.3 All changes in Work authorized by use of Owner's Contingency or Change Order shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The City may order minor changes in Work. Minor changes shall be affected by written order and shall be binding on the City and the CMAR. Minor changes do not involve an adjustment in the Contract Price or Contract Time and do not materially and adversely affect the Work. The CMAR may make minor changes in Work consistent with the intent of the Contract Documents, but the CMAR shall promptly inform the City, in writing, of any minor changes and record the changes on the Project Record Documents maintained by the CMAR.

6.7 Contract Price Adjustments

- 6.7.1** An increase or decrease in the Cost of the Work resulting from a change shall be determined by one or more of the following methods:
- 6.7.1.1** Unit prices set forth in the Agreement or as subsequently modified by the parties;
- 6.7.1.2** A mutually acceptable lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the City; or
- 6.7.1.3** The estimated Cost of the Work, General Conditions, if applicable, Construction Fee and tax.
- 6.7.2** The markup allowed on changes shall not exceed 12% for the Subcontractor or Supplier who is performing or supplying the Work. The markup for the CMAR or the Subcontractor managing the Work will be the Construction Fee percentage in the approved GMP proposal. If the CMAR self-performs any of the Work, the total of the Construction Fee percentage and the markup shall not exceed 12%.
- 6.7.3** If an increase or decrease cannot be agreed to as set forth in §§ 6.7.1.1 through 6.7.1.3 above and the City issues a Change Directive, the adjustment shall be determined by the reasonable cost or savings attributable to the change, including reasonable overhead and profit, as may be set forth in the Agreement. The CMAR shall maintain documented, itemized time and materials and other accounting records evidencing the expenses and savings associated with the changes.
- 6.7.4** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of the unit prices will cause substantial inequity to the City or the CMAR, then the unit prices shall be equitably adjusted.
- 6.7.5** If the City and the CMAR disagree on an adjustment or on the scope of Work or proposed changes to the Work, then the City and the CMAR shall resolve the disagreement under to Article 8.
- 6.7.5.1** As part of the negotiation process, the CMAR shall furnish the City with a good-faith estimate of the costs to perform the disputed services in accordance with the City's interpretation.
- 6.7.5.2** If the parties cannot agree and the City directs the CMAR to perform the services in accordance with the City's interpretation, then the CMAR shall proceed to perform the disputed services, conditioned on the City issuing a written order to the CMAR (1) directing the CMAR to proceed and (2) specifying the City's interpretation of the services that are to be performed.
- 6.8.1** **Emergencies**
- 6.8.1** In any emergency affecting the safety of persons or property, the CMAR shall act to prevent threatened damage, injury or loss. Any adjustment in the Contract Price or Contract Time resulting from emergency Work shall be determined as provided in this Article 6.

Article 7- Procedure for Payment

- 7.0** In consideration of the faithful performance of the Work to the City's satisfaction, in the Contract Documents, the City agrees to pay the CMAR for the actual Cost of the Work and any applicable General Conditions, including insurance, bonding, General Requirements, taxes, and the Construction Fee as adjusted.. All will be made in accordance with the payment provisions below.
- 7.0.1** The CMAR shall submit to the City monthly a "Construction Payment Request" form printed on yellow paper and signed by the CMAR.