We in Purchasing look forward to working with you on the above referenced project. This project is a $2,000,000+ project and thus has Supplemental Requirements attached to it. We will provide the required forms, training, and assist you need to meet the requirements.

ASU is committed:
- to providing business opportunities for diversity businesses,
- to ensuring that adequate health coverage is offered to workers and their families,
- to providing work for Arizona residents,

Accordingly, you must provide us with information to document your results in achieving these goals with each pay application.

The complete set of forms will be emailed to you and to your staff member who will be preparing the forms and compiling the Pay Aps. When you sign a contract with a DP Consultant, you need to have your Consultant complete and sign a copy of the Supplemental Requirements Certificate for the project. As you sign consultants to work on the project, we ask you to forward a copy of the certificate in PDF format to project buyer and a copy to Pamela Thompson Lefkowitz. You will be working with Pamela Thompson Lefkowitz on the forms. Direct your questions to her at 480-965-3665, or at pamela.thompson-lefkowitz@asu.edu. She will be emailing the forms to you when you have completed training with her.

With each pay application, you will be submitting an updated Summary Spreadsheet. Any of your DP Consultants or Suppliers, who meet the qualifications below, will need to complete the spreadsheet with each of their invoices. Do not submit the back-up spreadsheets from your DP Consultants and suppliers.

Changes in Key Personnel ASU Purchasing must be notified and must approve if the DP(CM@RISK) plans to change the firm’s team members on the project. In some cases we have discovered by accident that an Architect has been replaced by another individual without prior notification or approval by Purchasing.

Because the DP(CM@RISK) was selected in part on the basis of the Project Team's qualifications, any change to the team has a potential impact in the DP(CM@RISK)'s ability to complete the project in a timely and quality manner. The replacement staff member must meet or exceed the qualifications of the previous team member. This is a contract issue.

Please notify both the ASU Project Manager and ASU Construction Purchasing in the
event of a key personnel replacement.

Related to Changes in Key Personnel: We also request that you advise us when there are changes in the administrative staff on the project—those who prepare the Supplemental Requirements paperwork. Then, we can schedule Supplemental Requirements training for the new staff, if we know who they are, and can head-off potential issues.

Sincerely,

Pollie Carter
Purchasing Construction Manager
Purchasing and Business Services
PO Box 875212
Tempe, AZ 85287-5212

cc: RFQ DP(CM@Risk) 2013-70086 File
Jones Studio
Supplemental Requirements Specific Information

Architects under the Supplemental Requirements in their DP(CM@RISK) construction agreements are contractually required to meet the following requirements, as listed in Section 18.14 of the of the Operating Manual – Supplemental Requirements for Major Capital Projects.

A. The Owner, the DP(CM@RISK), and each DP Consultant shall include small businesses and Disadvantaged/Diversity business enterprises in the design, engineering and construction of the Project so long as this would result in services that are comparable in quality and would not result in a material increase in costs of the Project. The ASU goal is 15% small business and 15% diversity businesses on each construction project. While we recognize that a strict percentage or dollar amount is not mandated, we ask you to make every effort to meet these goals.

   a. A Disadvantaged business is a business that is a Woman Owned Business [WBE], or is a Minority Owned Business [MBE], or is a Handicapped Veteran Owned Business (HV), or is a Disadvantaged/Disabled owned Business [DBE] or Veteran Owned. A diversity business can be a large business.

   b. A Small Business can either be certified or can self-certify that they either have less than One Hundred (100) employees or were under $4,000,000 in revenue in the previous year, or have Federal certification as a Small Business.

B. The DP(CM@RISK) and each DP Consultant must comply with all state and Federal laws; and employees need to be legal residents and licensed in the State of Arizona. The DP(CM@RISK) and each DP Consultants will include in its Project Statement of Certification, affirmation that they are in compliance. The DP(CM@RISK) and each DP Consultant are required to use workers who are legal US and licensed in the State of Arizona residents to the extent persons with the necessary and appropriate skills are reasonably available.

C. Health Insurance: The DP(CM@RISK) and each DP Consultant is required to provide health insurance for their respective full-time employees and to make health insurance coverage available to dependents and to employees who are not full-time, but are assigned to the project.

Any failure by DP(CM@RISK), or a DP Consultant to comply with the requirements in Section 18.14 or the applicable Final Plan will be a material breach of the DP(CM@RISK) Contract Documents, and the Owner will have all rights and remedies upon occurrence of a material breach (including, without limitation, termination).

Anything in the DP(CMAR) Contract Documents to the contrary notwithstanding, compliance in full by the DP(CMAR) and each DP Consultant with the DP(CMAR) Final Plan and the requirements in this Section 18.14 are conditions precedent of:

   a) Each progress payment under the DP(CMAR) Contract Documents, and
   b) Final Completion and Final Payment under the DP(CMAR) Contract Documents.

This Section 18.14 is one of provisions that the DP(CM@RISK) is obligated to include in its contracts with DP Consultants, respectively, and that DP Consultants at each level are required to include in their contracts with DP Consultants of the next level.