TABLE OF CONTENTS

SECTION 1  GENERAL ARTICLES
SECTION 2  DESIGN-BUILDER’S SERVICES AND RESPONSIBILITIES
SECTION 3  OWNER’S SERVICES AND RESPONSIBILITIES
SECTION 4  HAZARDOUS CONDITIONS AND UNFORESEEN PROJECT SITE CONDITIONS
SECTION 5  INSURANCE AND BONDS
SECTION 6  PAYMENT
SECTION 7  INDEMNIFICATION
SECTION 8  TIME AND DELAY
SECTION 9  CHANGES TO THE CONTRACT SCOPE, PRICE, TIME, AND TERMS
SECTION 10  REQUESTS FOR CONTRACTUAL ADJUSTMENTS AND DISPUTE RESOLUTION
SECTION 11  STOP WORK AND TERMINATION FOR CAUSE
SECTION 12  MISCELLANEOUS

ATTACHMENTS:
ATTACHMENT 1  REQUIREMENTS FOR DESIGN SUBMISSION DOCUMENTS
ATTACHMENT 2  PERFORMANCE AND PAYMENT BONDS
ATTACHMENT 3  CHANGE ORDER PRICING FORMAT – SAMPLE
ATTACHMENT 4  CONSTRUCTION DRAWINGS REQUIREMENTS FOR ARIZONA STATE UNIVERSITY
ATTACHMENT 5  “AS-BUILT” AND “RECORD DRAWINGS” REQUIREMENTS FOR ARIZONA STATE UNIVERSITY
SECTION 1

GENERAL ARTICLES

1.1  Mutual Obligations

1.1.1  Owner and Design-Builder commit, at all times, to cooperate fully with each other, and proceed on the basis of trust, confidence, and good faith to permit each party to realize the benefits afforded under the Contract Documents, which benefits include the satisfactory and timely completion of the Project and performance of all obligations required by the Contract Documents.

1.2  Basic Definitions

1.2.1  “Actual Cost of the Work” is the aggregate amount of Direct Construction Cost and Indirect Construction Cost properly chargeable and actually charged to the Owner when calculated under the provisions of “Exhibit C – Cost of the Work – Schedule of Values” to the Agreement, throughout the Project up to the time of Final Completion.

1.2.2  “Allowances” are items set forth on “Exhibit C – Cost of the Work – Schedule of Values” to the Agreement as an estimate for the cost of that item of work and to the extent that the Cost of the Work for that item is lesser or greater than the estimate the GMP will be reduced or increased by change order.

1.2.3  “Bidding Contingency or Construction Contingency” means that part of the Guaranteed Maximum Price (GMP) the Design-Builder may use during the Bidding or Construction Phase as provided in these General Conditions at Section 7.11.1, to cover any excess of the amount bid by a Subcontractor over the amount for that work in the GMP, or to cover legitimate unforeseen construction expenses, or expenses otherwise agreed by Owner and Design-Builder, subject to Owner’s approval, after GMP has been accepted. Contingency may not be used to cover the cost of any work on the Project after issuance of the Certificate of Final Completion.

1.2.4  “Construction Documents” are the plans and specifications prepared by the Design-Builder for the Project, approved by the Owner, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Construction Documents must be approved by the Owner prior to incorporation into this Agreement.

1.2.5  “Construction General Conditions” means all on-site Project-specific job costs of Design-Builder not itemized elsewhere in the Contract Documents but specifically excludes, without limitation, the following:
a) bonds,
b) insurance,
c) items which are included in the Construction Phase Fee, such as:
   (1) Home (off-site) Expenses,
   (2) Profit & Overhead,
   (3) Home Office Personnel such as Corporate Executive, Project Executive & Project Director,
   (4) Home Office Staff Transportation & Travel Costs,
   (5) Home Office Accounting & Contract Forms,
   (6) Legal Expenses,
   (7) Project Staff Moving Expenses,
   (8) Off-site Staff Training & Education (unless pre-authorized by Owner, in writing),
   (9) Pre-Mobilization Office Space,
   (10) Off-site Equipment & Supplies,
   (11) Home Office PCs and Commercial Software Purchase-License,
   (12) Forms,
   (13) Estimating & Value/Constructability Analysis,
   (14) Warranty Coordination,
   (15) Contractor Yard not Dedicated to Project,
   (16) Contractor Association Fees, Licenses & Memberships,
   (17) Cost over GMP,
   (18) Corrective Work,
   (19) Bonuses,
   (20) Cost of Living Allowance,
   (21) Marketing Expenses,
   (22) Corporate Sponsorships and Entertainment, and
   (23) Promotional or Celebratory Expenses the Design-Builder incurs while performing and completing the Project.

Any Owner-approved meal expense shall not exceed Owner’s current policies applicable to Owner’s employees, unless Owner specifically authorizes a different reimbursement rate in writing in advance of the incurrence of such expenses. Specifically excluded is any expense for alcohol.

Out-of-town travel, including travel time and living expenses may be included in Construction General Conditions if: (i) necessary to perform the Scope of Work and (ii) pre-authorized and approved by Owner in writing. If approved, compensation for meals and lodging expenses shall be subject to Owner’s current travel and business meal policies applicable to Owner’s employees, unless Owner specifically authorizes a different reimbursement rate in writing in advance of the incurrence of such expenses. The State of Arizona’s travel policy is used by Owner and is located at http://www.gao.az.gov/travel/.
Design-Builder’s subsistence rates shall be negotiated at time of GMP-Setting. Subsistence rates, duration and specific categories of expenses must be determined fair and reasonable, and approved in advance in writing by Owner.

Design-Builder’s allowable labor rates and burdened labor rates within rates or part of Construction General Conditions are restricted to direct labor costs, that is, salaries/wages plus statutorily or regulatory required costs (social security, Medicare employee’s match, unemployment, etc.) and employee related benefits and expenses (for example, vacations, health insurance, retirement, etc.), as agreed to by Owner and identified in Exhibit F – Statement of Clarifications and Assumptions. If Design-Builder self-performs Work, self-perform labor rates, and any approved overtime rates, shall follow the policy set forth in Section 2.6.8.

Design-Builder’s Construction General Conditions must include a detailed listing of rental equipment with rental rates and anticipated duration of use, and purchase prices for said equipment per requirements of Section 6.14.

Design-Builder’s Construction General Conditions-type charges may not be listed in the Subcontractors’ Schedule of Values, nor will such charges be paid by the Owner.

Construction General Conditions shall first be submitted by the Design-Builder during GMP negotiation process as a detailed breakdown of itemized costs, and shall be reimbursed as a category of Work within the Schedule of Values based on actual cost or negotiated amounts, as agreed to by Owner.

All excluded expenses the Design-Builder incurs while performing and completing the Project are not reimbursable as Construction General Conditions, and must be paid out of the Construction Phase Fee.

1.2.6 “Construction Phase” is defined as the implementation and execution of construction work required by the Contract Documents, including but not limited to the following subphases: Construction Administration, Closeout and Warranty, and may include some activities that occur after Final Completion.

1.2.7 “Construction Phase Cost”. See “Guaranteed Maximum Price”.

1.2.8 “Construction Phase Fee” includes all direct and indirect costs of Design-Builder providing off-site management, supervision and support for the completion of the Work during the Construction Phase, plus associated overhead and profit. The Construction Phase Fee shall initially be calculated not to exceed five (5%) percent of Direct Construction Cost only, and then shall be fixed as a dollar amount as mutually negotiated and agreed to by the Parties in writing.

1.2.9 “Consultant” is an entity or person, other than the Design-Builder, who performs any design or engineering services directly on behalf of the Owner, and shall include all employees, agents and authorized representatives of such entities or persons.
1.2.10 “Contract Documents” are those documents noted under Article 2 of “STANDARD FORM AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER ON THE BASIS OF A GUARANTEED MAXIMUM PRICE” (the “Agreement”) and also include, but are not limited to, the Agreement, amendments, change orders, these Design-Builder General Conditions, any supplementary or special conditions referenced in the Agreement and any other items stipulated to as being included in the Contract Documents, including the complete design as accepted by the Owner.

1.2.11 “Contract Float”. If the CPM schedule of the Work anticipates early completion of all or any part of the Work, Contract Float is the number of calendar days between Design-Builder’s anticipated date for early completion of all or any such part of the Work and the corresponding specified contract time. It is owned jointly by Owner and Design-Builder.

1.2.12 “Contract Time” shall mean the time period for Design-Builder’s performance of the Work and completion of the Project as set forth in the Agreement.

1.2.13 “Cost of the Work” consists of those items of Work which are paid for by the Owner to the Design-Builder, and consists of those categories of Direct Construction Cost and Indirect Construction Cost, set forth as allowable on “Exhibit C– Cost of the Work – Schedule of Values” to the Agreement, throughout the Project up to the time of Final Completion.

1.2.14 “Day” refers to the calendar day unless otherwise denoted.

1.2.15 “Deliverables” are the work product prepared by the Design-Builder within the definition of the Scope of Work in the Agreement. Some of these Deliverables provided by the Design-Builder during the Design Phase are the Project Design, Project Schedule, Schedule of Values, Alternative System Evaluation, Procurement Strategies plus proposed MBE/WBE Utilization, Subcontractor and Supplier bid packages and Agreements.

1.2.16 “Design-Builder” means the Design-Builder and all persons and entities identified as members of the Design-Build Team in the Design-Builder’s response to the Owner’s RFQ which led to the Agreement with all amendments, and any substitutes permitted under the terms of the Agreement, and these General Conditions. The Design-Builder participates in the Design Phase as set forth in the Agreement by, among other things, furnishing the applicable design, doing value engineering, evaluating costs and constructability, preparing schedules, implications of alternate designs and systems and materials during and after design of the Project. During construction, the Design-Builder assumes all risk for price and schedule under the Agreement and its GMP. Except as otherwise provided herein, members of the Design-Build Team shall be treated as Subcontractors or Design Subconsultants, as the context may require, within the areas of their involvement in the Project.

1.2.17 “Design-Builder Cost” is the total sum owed to the Design-Builder by Owner and includes both Design Phase Costs and Construction Phase Costs.
1.2.18 “Design Phase” (or “Pre-Construction Phase”) is defined as including but not limited to the following subphases: Program Development, Conceptual Design, Schematic Design, Design Development, GMP-Setting and Construction Documents.

1.2.19 “Design Phase Cost” includes all of the costs of Design-Builder in providing the specified Design Phase Services until completion of the Construction Documents and the award of all bid packages.

1.2.20 “Design Professional” or “Design Subconsultant” is a representative of the Design-Builder for the Project as provided in the Contract Documents, whose Agreement is with the Design-Builder or employed by anyone under contract with Design-Builder, and who is a qualified professional properly licensed in the State of Arizona to furnish applicable design and construction administration services.

1.2.21 “Design Submission Documents” or “Design Documents” are the drawings and specifications prepared at specific subphases of the design effort by the Design-Builder, including Programming, Schematic Design, Design Development, and Construction Documents as well as cost estimates and other documents prepared by the Design-Builder that are submitted for Owner’s approval for each subphase of the Project Design Phase.

1.2.22 “Direct Construction Cost” is the sum of all applicable Construction General Conditions costs, Subcontractor costs, Subconsultant costs (including Construction Administration costs, Closeout costs, and Warranty costs), costs of self-performed work (if approved in writing in advance by Owner), Allowances and Contingencies incurred in the completion of the Construction Phase. Contingencies specifically include Bidding and Construction Contingency.

1.2.23 “Final Completion” is defined as 100% completion of all Work described by or reasonably inferred from the Project Criteria and Contract Documents, including but not limited to all a) Punch Lists, b) Close-Out Documents, c) Owner training/start up activities, and d) third party commissioning.

1.2.24 “Guaranteed Maximum Price (GMP)” is the dollar amount that the Design-Builder guarantees to be the maximum amount due from the Owner to the Design-Builder under the Agreement for Construction Phase services. It is the sum of the Direct and Indirect Construction Costs, and the Design-Builder’s Construction Phase Fee. The GMP is subject to additions or deductions due to changes in the Scope of Work. All costs, which exceed the GMP and are not authorized by change order or amendment, are to be paid by the Design-Builder and not the Owner.

1.2.25 “Hazardous Materials” are defined as any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal and/or Environmental Requirements, or for which the handling, remediation, or disposal are regulated by applicable Legal or Environmental Requirements. Where applicable, the term Hazardous Waste shall have the meaning provided for
in Section 1004 of the Solid Waste Disposal Act (42 USC, Section 6903) as may be amended from time to time.

1.2.26 “Indirect Construction Cost” is the sum of all applicable insurance costs, bond costs and applicable sales or use taxes, and excludes Construction Phase Fee.

1.2.27 “Legal Requirements” include all regulations, policies and practices of the Arizona Board of Regents and the Owner and all applicable rules, laws, codes, ordinances and regulations of any government or quasi-government entity, federal, state and local, having jurisdiction over the Work, the practices involved in the Work, or any work performed.

1.2.28 “Open Book Cost” is the Actual Cost of the Work as compiled and recorded in accordance with the provisions of Section 2.1.14 of these General Conditions.

1.2.29 “Owner” means the Arizona Board of Regents for and on behalf of Arizona State University acting by and through Arizona State University.

1.2.30 “Partnering” or “Teaming” is a mutual effort by all parties involved in the Project, principally the Owner, the Design-Builder, and any Consultants to cooperate and coordinate efforts to achieve the final result intended by the Project Criteria. All involved use their expertise for the benefit of all. Partnering requires flexibility and appreciation of the positions of other parties and willingness to make compromises for the benefit of all. Owner has the exclusive right to decide whether or not to use Partnering on the Project and will indicate its decision on this during the Design Phase.

1.2.31 “Project Budget” or “Total Project Cost” is the total cost to the Owner for the Project, including the Design-Builder’s Design Phase Cost, the GMP (including Design-Builder’s Construction Phase Fee, Construction services, Allowances and any and all Contingencies), other Subconsultants, furniture, fixtures, and equipment, Site acquisition, permit fees, management fees, and other incidentals required to achieve Final Completion of the Project.

1.2.32 “Project Criteria” are developed by or for Owner to describe Owner’s program, requirements and objectives for the Project, including use, space, price, time, Site, utility, parking, and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder’s performance of its Work. The Project Criteria may include conceptual documents, design criteria, performance requirements, and other Project specific technical materials and requirements prepared by or for Owner.

1.2.33 “Punch List” are those minor items of Work identified and listed by Design-Builder and agreed to by Owner to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being fully used for the purpose for which it is intended and which will not prevent the issuance of a certificate of occupancy.

1.2.34 “Savings” is the difference, if any, between the Guaranteed Maximum Price and the Actual Cost of the Work plus Fee, and shall be allocated as set forth in Section 6. Amount of
Savings is to be determined by Owner with such assistance as Owner requests of Design-Builder and is to be based on GMP in effect on the date of Final Completion of the Work.

1.2.35 “Site” is the land and other areas on which the Project is located.

1.2.36 “Standard of Care” is the performance standard under which Design-Builder and its Subcontractors and Subconsultants shall provide its services and is defined as: the skill, care and competence exercised by members of the applicable discipline currently practicing under similar circumstances. The Design-Builder and its Subcontractors and Subconsultants shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly and timely progress of the Project and Project Schedule.

1.2.37 “Subcontractor” or “Subconsultant” (of any tier) is any person or entity who performs a portion of the Work, on- or off-site, directly on behalf of the Design-Builder, including any materials, workers and suppliers, and shall include all employees, agents and authorized representatives of such entities.

1.2.38 “Substantial Completion” is the date on which Design-Builder’s Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can fully occupy and utilize the Project, or a portion thereof, for the purposes for which it was intended. In order to achieve Substantial Completion, all Work must be complete except for items included on the approved Punch List. As part of Substantial Completion all required inspections, State Fire Marshal and State Elevator certificates, Boiler inspection, ACC inspection for natural gas lines, and preliminary test and balance of the mechanical system must be obtained or completed. (Note – the Owner retains the right to require inspections of the Work past those inspections required for Substantial Completion, and such inspections may be required through the date of Final Completion.)

1.2.39 “Total Float” is the number of calendar days by which the Work or any part of the Work may be delayed without necessarily extending a pertinent Contract Time. Total Float is by definition at least equal to Contract Float.

1.2.40 “Value Engineering Proposal” is a modification to the Work proposed by the Design-Builder after the Effective Date of the Agreement for the purpose of reducing the total cost of construction while still delivering a quality and functional Project. Value Engineering is part of the broader goal of obtaining optimum value for each dollar the Owner spends on the Project.

1.2.41 “Work” is comprised of all activities (including design, other related services and construction activities) required to complete the Project as defined by the Project Criteria and Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents, or from prevailing trade usage and custom.
1.3 Mutual Understanding.
Owner and Design-Builder agree that these provisions set forth their mutual understanding and agreement regarding the Agreement, General Conditions or subjects addressed therein.

1.3.1 It is understood and agreed that Design-Builder will hire a Design Professional to design the Project.

1.3.2 When the Design Documents are complete and requisite approvals obtained and are then accepted by the Owner, they shall become part of the Contract Documents as though they were specifically set forth herein at the time of execution of the Agreement.

SECTION 2

DESIGN-BUILDER’S SERVICES AND RESPONSIBILITIES

2.1 General Services

2.1.1 Design-Builder’s Representative shall attend all meetings and assist the Owner during the Design and Construction Phases in accordance with these General Conditions. During the Construction Phase, the Design-Builder’s Representative and Superintendent shall be at the Site at all times when work is being performed, and shall have the necessary expertise and experience required to properly supervise the Work. Design-Builder’s Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder as to all matters. Design-Builder’s Representative may only be replaced with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner, on a monthly basis, a written status report detailing the progress of the Work during that month, including:
   a) whether the Work is proceeding according to Schedule,
   b) an updated and current Critical Path Method (CPM) Schedule,
   c) an updated and current Work cash flow projection for the duration of the Project,
   d) copies of the construction superintendent’s daily site reports,
   e) identification of any discrepancies, conflicts, or ambiguities existing in the Contract Documents that require resolution,
   f) whether health and safety issues have arisen in connection with the Work,
   g) whether other matters exist that require resolution so as not to jeopardize Design-Builder’s ability to complete the Work for the Guaranteed Maximum Price and within the Contract Time(s),
   h) cost tracking report with projected final cost, subcontract amounts and buy-out status and status of Contingency and Allowance usage, and
   i) any other items identified in Section 6.3.1.

2.1.3 Within xxxx (xx) days after executing the Agreement, Design-Builder shall prepare and submit to Owner for approval a Critical Path Method Master Schedule (CPM Schedule) for the Work including the activities in the Design Phase and the Construction Phase, and a conceptual cost estimate. The CPM Schedule shall include three (3) weeks of Owner review time for...
Design Submission Documents at each subphase (program development, Schematic Design, Design Development and Construction Drawings) and adequate time for the applicable government agency and for other regulatory-type reviews and for all other necessary approvals. The CPM Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required and all necessary shutdowns or suspensions of Owner or separate vendor activities on the Site (if any). The CPM Schedule shall allow for multiple bid packages and fast-tracked construction as may be required by Owner and include any contemplated completion date(s) earlier than those required by the Contract Documents. The CPM Schedule shall be revised as required by conditions and progress of the Work, but Design-Builder shall not be relieved of its obligations to complete the Work within the Contract Time(s). Owner’s review of the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques of construction, except as limited and defined elsewhere in the Contract Documents.

The conceptual cost estimate should be provided in CSI Level 3 detail using 2014 CSI format and include a detailed itemized breakdown with quantities and unit prices.

2.1.4 The Parties will meet promptly after execution of the Agreement to discuss issues affecting the administration of the Work, and to implement the necessary procedures, including submittals and Owner site activity schedules, to permit the Parties to perform their obligations under the Contract Documents. These tasks may be implemented by the utilization of a formal Partnering or Teaming process developed during an initial workshop that will include the Parties and their key participants, with follow-up sessions to ensure that all commitments are updated and being followed by all Parties.

2.1.5 The Design-Builder shall interact and cooperate fully with the Owner during the Design Phase and Construction Phase so as to keep the Work within the Owner’s budget and schedule limitations.

2.1.6 The Design-Builder covenants with the Owner to furnish its best skill and judgment and to cooperate in furthering the interests of the Owner. The Design-Builder agrees to furnish efficient business administration and superintendence and to use its best efforts to timely complete the Work in an expeditious and economical manner consistent with the interest of the Owner.

2.1.7 The Design-Builder and the Owner called the “Project Team”, shall cooperatively work together during all phases of the Work to achieve completion. The Design-Builder shall provide leadership to the Project Team for all schedule or alternative systems issues, and on all matters relating to construction and shall record, and distribute minutes of meetings. During the Project the Design-Builder shall provide to the Owner a written evaluation of the Owner’s Project Criteria and Project Budget and Schedule, each in relationship to the other with recommendations on the appropriateness of each.

2.1.8 The Contract Documents do not create any contractual relationship between the Design-Builder and any separate contractors, consultants, Subcontractors of any sub-tier or suppliers on
the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Owner or the Design-Builder which does not otherwise explicitly exist in the Contract Documents.

2.1.9 The Design-Builder’s initial Work shall consist of its services in connection with the Design Phase. Design-Builder shall prepare an itemized cost estimate at the completion of each Design subphase, and at other times as agreed upon by the Project Team, in a format mutually agreed upon prior to the cost estimate preparation. Design-Builder shall prepare CSI-formatted cost estimates following “Exhibit C – Cost of the Work – Schedule of Values” to the Agreement format at each submittal phase after the completion of Schematic Design, to verify that the Project is staying within the applicable portions of Owner’s identified budget. It is the obligation of the Design-Builder to keep all deliverables required of it up to date during the Design Phase so that the Project activities will continue uninterrupted while progressing into the Construction Phase.

2.1.10 The Design-Builder shall provide a GMP per Article 1.2 of the Agreement, during the Design Phase. Thereafter, as the Scope of Work is further developed and defined during the Design Phase, and costs are established for the Work, the parties contemplate that the Scope of Work to be performed by the Design-Builder will be adjusted by amendment or change order to the Agreement. Any such amendment or change order will define the Work to be performed by the Design-Builder under the Agreement, and may amend or add any design submission document that is not within the original Scope of Work undertaken to be performed by the Design-Builder. The GMP and Contract Time may from time to time be adjusted, as may be necessary, due to such change orders or amendments.

2.1.11 Subject to the other provisions of these General Conditions, execution of the Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local and any specific conditions under which the Work is to be performed, and has correlated Design-Builder’s observations with the requirements of the Owner’s Project Criteria.

2.1.12 The intent of the Contract Documents is to include all items and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents but deemed necessary for the proper completion of the Work by the Design Professional will be required of Design-Builder unless it is inconsistent with the Contract Documents, or is not reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

2.1.13 The organization of the Specifications into division, section, and article, and the arrangement of Drawings shall not obligate or control the Design-Builder in dividing performance of the Work among Subcontractors, or in establishing the extent of the Work to be performed by any one trade.
2.1.14 With respect to all Work performed by Design-Builder and its Subcontractors and Subconsultants, Design-Builder, its Subcontractors and Subconsultants, shall keep full and detailed accounts and exercise such cost controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and subject to review by Owner. During performance of the Work and for five (5) years after Final Payment, the Design-Builder shall retain and shall also require all Subcontractors and Subconsultants to retain for review or audit, or both, 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 matters related to the Work. Upon request by the Owner, a legible copy or the original of any or all such records as are described above shall be produced by the Design-Builder at any time during or after the Work as the Owner may request. Upon request the Design-Builder shall submit to the Owner copies of all payrolls, reports, estimates, records, change order costs and data, and any other data concerning Work performed or to be performed, materials supplied or to be supplied, including Subcontractor or Subconsultants payment applications or invoices and such Subcontractor’s or Subconsultants’ progress payment checks. The requirements of this Section shall be provided for in all contracts between the Design-Builder and its Subcontractors and Subconsultants. The Owner may exercise its rights under this Paragraph as often as reasonably necessary in the Owner’s sole judgment to assure the Owner has a complete and accurate understanding of all Project costs.

2.2 Design Phase Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Subconsultants, all necessary design services, including architectural, engineering, landscaping and other design professional services, for the preparation of the required drawings, specifications and other design documents. The documents shall permit the Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended to create any legal or contractual relationship between Owner and any Subconsultants. If the Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Design Professional.

2.2.2 Design-Builder agrees that in performing the design services under this Agreement, whether in the Design Phase or Construction Phase, or any subphase, it will apply the technical skills, knowledge and judgment that would be applied by other design and contract administration professionals in performing similar services as are called for by the Agreement and meet the applicable standard of care for such design and administrative services in 2014 within the State of Arizona and cause all Subconsultants it employs to meet this same criteria and same standard of care.

2.2.3 The Design-Builder shall design the project in such a manner that the completion of project is in compliance with the following codes. When reference is made to "this code" it shall mean all the codes listed below.
* International Building Code 2009 (IBC),
* International Plumbing Code 2009 (IPC),
* International Mechanical Code 2009 (IMC),
* National Electrical Code 2011 (NEC) (NFPA 70),
* International Fuel Gas Code 2009,
* International Fire Code 2009 (IFC),
* National Fire Alarm Code 2010 (NFPA 72),
* Installation of Sprinkler System 2010 (NFPA 13),
* Arizona Fire Code,
* 2010 ADA Standards for Accessible Design as approved by the Department of Justice on July 26, 2010 (published in the Federal Register on September 15, 2010) and any more recent related Federal and State requirements with their related standards as they may apply,
* 2007 ASME A17.1, Safety Codes for Elevators and Escalators,
* Occupational Safety and Health Administration Regulations,
* Arizona Revised Statutes, including, but not limited to:
  34-451 (energy conservation standards),
  34-452 (solar design standards and energy life cycle costing),
* Arizona Governor’s executive Order No. 91.3 (water conservation in state buildings),
* ASHRAE Design Codes 189.1 (Most recent edition unless otherwise required),
* IAQ Guidelines for Occupied Buildings Under Construction (SMACNA) (Most recent edition unless otherwise required),
* ACGIH Industrial Ventilation Manual of Recommended Practices (Most recent edition unless otherwise required),
* ANSI/AIHA Z9.5 Laboratory Ventilation (Most recent edition unless otherwise required).

Compliance shall conform to the requirements of the latest editions of all state regulations and the various codes which have been adopted by ASU at the time of selection of the Design-Builder unless otherwise required by Federal or State regulation (such as ADA code compliance which is required at time of bid).

Design-Builder will be held to have examined and to have become familiar with these regulations in all ways they apply to the Project.

2.2.3 The Design-Builder shall be responsible for design conforming to the Owner design standard as follows: Design-Builder shall be responsible for the design conforming to the Arizona State University Project Guidelines found at [http://www.asu.edu/purchasing/forms/design_guidelines.pdf](http://www.asu.edu/purchasing/forms/design_guidelines.pdf), dated. Drawings shall be prepared on the Design-Builder’s own sheets, with Owner Project Number on all sheets. Design-Builder shall conform to the Owner drawing requirements listed in “Attachment 4 – Construction Drawing Requirements for Arizona State University”.

2.2.3.1 Design-Builder shall provide [OR] coordinate LEED application processing through USGBC. The Owner shall be listed as the “Applicant” under the USGBC website.
application, and shall have access to the entire submittal form to ensure ownership and access to
documentation at all times (including archived documentation).

[INSTRUCTION TO DRAFTER – INSERT EITHER “PROVIDE” OR “COORDINATE” AND THEN DELETE THE OTHER CHOICE.]

2.2.4 Preliminary evaluation. The Design-Builder shall provide a preliminary evaluation of
the Project’s feasibility based on Owner’s Project Criteria and other relevant information.

2.2.5 Schematic Design. The Design-Builder shall submit for Owner’s written approval
Schematic Design Documents, based on Owner’s Project Criteria and other relevant information.
Schematic Design Documents shall include drawings, outline specifications and other conceptual
documents illustrating the Project’s basic elements, scale and their relationship to the site and
other structures. This submittal shall include an update of the preliminary schedule and a
Schematic Design cost estimate. A list of required design submission documents is outlined in
Attachment 1 – Requirements for Design Submission Documents. XX sets of these documents
shall be furnished to Owner and one electronic copy.

2.2.6 Design Development. Based on the Contract Documents, Design-Builder shall submit to
Owner all required design submissions to support the overall Project schedule, and to describe
the Project’s essential elements. The design submissions will include drawings, specifications,
cost estimates and other documents as formatted per “Attachment 4 – Construction Drawing
Requirements for Arizona State University”. The Design Development Documents shall further
define the Project including drawings and outline specifications fixing and describing the Project
size and character, and other appropriate elements incorporating the structural, architectural,
mechanical and electrical systems. A list of required design submission documents is outlined in
Attachment 1 – Requirements for Design Submission Documents. XX sets of these documents
shall be furnished to Owner. At the time of the scheduled submissions, Design-Builder and
Owner shall meet and confer about the submission with Design-Builder identifying during the
meeting, among other things, the evolution of the design and any significant changes or
deviations from the Contract Documents, or previously submitted design submissions, if any.
Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for
review. Following the design review meeting, Owner shall review and approve or reject the
design submissions within three (3) weeks. Owner may reject full or partial design submittals
which do not conform with the Owner’s Project Criteria, overall project concepts, budgets or for
any other reasonable cause consistent with the intent of the Contract Documents. Upon such
rejection Design-Builder shall redesign or re-engineer submittals, at no additional cost, such that
they meet Owner’s requirements. All deviations from the Owner’s Project Criteria must be
approved in writing by the Owner. The Design-Builder shall update the schedule and estimate
based on the Design Development Documents.

2.2.7 Construction Documents. As necessary for the timely completion of the work, Design-
Builder shall submit to Owner for Owner’s review and approval or rejection Construction
Documents describing the requirements for construction of the Work, and which shall be
consistent with the prior design submissions, and shall consist of drawings and specifications,
including Owner supplied general conditions and general requirements, based upon codes, laws or regulations enacted at the time of their preparation. The design submissions will include drawings, specifications, cost estimates and other documents as formatted in accordance with “Attachment 4 – Construction Drawing Requirements for Arizona State University”. The parties shall have design review meetings to discuss Construction Documents consistent with Section 2.2.6 above, and Owner shall review and approve or reject the Construction Documents within three (3) weeks. Design-Builder shall proceed with construction in accordance to the current Owner accepted CPM Schedule based on Owner approved Construction Documents. Design-Builder shall provide Owner with an AutoCAD version or word processing electronic file compatible with Owner’s software of these documents and any subsequent updates. A list of required design submission documents is outlined in Attachment 1 – Requirements for Design Submission Documents. XX sets of these documents shall be furnished to OWNER prior to commencement of construction. Construction shall be in accordance with these approved Construction Documents.

2.2.8 Owner’s approval of Design-Builder’s submissions is for the purpose of mutually establishing a conformed set of Construction Documents that is compatible with the Work. Neither Owner’s review nor approval of any submission shall be deemed to transfer any design or design related liability or responsibility from Design-Builder to Owner or waive any of Owner’s rights.

2.2.9 Because this is a design-build project, Design-Builder may prepare and submit Design and Construction Documents piecemeal and in such sequence as shall assure the timely completion of the project.

2.2.10 As part of Design Phase Services, project documents will be produced using computer aided design and drafting (CADD) software. Refer to “Attachment 3 – Construction Drawings Requirements for Arizona State University” and “Attachment 4 – ‘As-Built’ and ‘Record Drawings’ Requirements” for Arizona State University” in this “Exhibit A – Design-Builder General Conditions” for drawing format, plotting requirements and submittal requirements.

2.2.11 The Design-Builder shall provide interior design services and documentation at each phase of the project for Owner review and approval. This may include the coordination of University logos and proprietary color schemes within the specifications of furniture, fixtures and equipment (FF&E). Unless otherwise indicated, FF&E will be procured and installed under a separate contract independent of the contract for construction.

2.2.11.1 The furniture system will be selected within the available Tri-University Contracts cost categories given the standard office and modular furniture categories (office system workstation/chairs/files, waiting area furniture, etc.). Within these categories, appropriate selections will be made for the project, in collaboration with the Owner Project Manager, and coordination with such selected Tri-University vendors shall be started as early as possible during design. Other Furnishing and Equipment items will be selected either within Tri-University Contracts, or through a formal RFP process. In such case, the Design-Builder shall
prepare a complete Bid Package set that will be used by Owner to request proposals from Furnishing and Equipment vendors.

2.2.11.2 During the Conceptual Design Phase, the Design-Builder shall meet with Owner Project Manager and appropriate user groups to define the project’s Furniture, Fixtures, and Equipment (FF&E) requirements and budgetary goals, including assessment of existing FF&E to be relocated and new FF&E to be procured. The Design-Builder shall, in collaboration with Owner Project Manager, coordinate with vendors on FF&E selections, availability and pricing. Conceptual level floor plans will be developed reflecting decisions reached with the Owner on relocated and new FF&E, and reflecting the approved FF&E budget.

2.2.11.3 At the Schematic Design Phase, the Design-Builder shall provide for Owner approval preliminary FF&E layout plans, individual FF&E item selection and pricing, and shall coordinate with vendors on FF&E selections, availability and pricing.

2.2.11.4 During the Design Development Phase, the Design-Builder shall coordinate with vendors on FF&E selections, availability and pricing and shall be responsible for producing final FF&E layout plans, final FF&E selections, and final FF&E budget.

2.2.11.5 During the Construction Documents Phase, the Design-Builder shall submit the final FF&E documents for Owner review and approval, and shall coordinate with vendors on FF&E selections, availability and pricing. During the Construction Documents phase, Design-Builder shall prepare final FF&E documents as follows:

a) FF&E plans graphically shall show: the scaled relationship of all FF&E for all rooms, room numbers, and individual FF&E item reference numbers. For furniture plans, the Design-Builder shall incorporate the shop drawings produced by Tri-University furniture vendors.

b) FF&E Item List and Budget Spreadsheet shall reference: Department, Room Name, Room Number, Item reference number, Item Description, Item Specification Sheet, Vendor, Quantity, Net Price, and Extension of pricing for Items and subtotals for each Room. Provide separate spreadsheets sorting FF&E Item List and Budget by Vendor. Each spreadsheet shall include lines for freight, delivery, installation and tax. For Furniture items, the Design-Builder shall incorporate the Item List and Budget Spreadsheet produced by Tri-University furniture vendors.

c) Item Specification Sheet (for each category of item) shall list: Vendor, Manufacturer, Description, Model Number, Size, Quantity, Location(s), Special Notes, List Price, Discount, Net Price, Material Finish, and graphic representation of item.

d) Approved material finish samples in acetate sleeves shall list the following information: FF&E Item reference number(s), Vendor, Manufacturer and color or material name or number.
e) Vendor Data Sheet shall list: company names, addresses, phone/fax numbers, and primary contact.

The Design-Builder shall ensure that final FF&E layouts are fully coordinated with architectural, structural, mechanical (HVAC devices locations), telecommunication (data jacks), fire alarm and electrical (light fixtures, receptacles and light switches) design to assure the compatibility of the FF&E with the building power, lighting and other systems, prevent conflicts and ensure that all power and telecommunications outlets are provided as appropriate.

2.2.11.6 During the Construction Administration phase, Design-Builder shall prepare final FF&E documents as follows:

a) Design-Builder shall review FF&E shop drawings and submittals for conformance with final FF&E Documents.

b) Design-Builder shall coordinate with selected vendors to establish a delivery and installation schedule, and Design-Builder shall monitor and verify that the delivery and installation is on schedule to reach Substantial Completion as identified in the Contract Documents.

c) Design-Builder shall observe, as required, the installation of the FF&E and develop a punch list of incomplete or incorrect work requiring the vendor’s attention.

d) Design-Builder shall ensure the completion of all punch list items.

2.2.11.7 Owner FF&E purchasing requirements are as follows: Facility Services, in conjunction with ASU’s Purchasing Department, will write and issue all Purchase Orders - the majority of which will involve items direct purchased under the Tri-University Contact Pricing process. The vendor will be responsible for coordinating all orders with the manufacturer and ASU, including product tracking, delivery, offloading, inspecting, installation, and service.

2.3 Legal Requirements

2.3.1 Design-Builder shall perform all Work in accordance with all applicable Legal Requirements and shall provide all notices applicable to the Work.

2.3.2 The Guaranteed Maximum Price or Contract Time(s) of performance or both shall be adjusted to compensate Design-Builder for any unforeseeable changes in the Legal Requirements affecting the performance of the Work, including any revisions Design-Builder is required to make following Owner’s approval of Design Submission.

2.4 Government Approvals and Permits

2.4.1 Unless otherwise provided in the Contract Documents, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees
required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.5 Guaranteed Maximum Price Proposal

2.5.1 As provided for in Article 1.2 of the Agreement and when the design has sufficiently progressed, the Design-Builder shall propose a GMP for the construction that is to be based on the Cost of the Work. The Design-Builder shall attach to the GMP a list of the Drawings and Specification used by the Design-Builder in preparing and setting the GMP and also a “Statement of All Clarifications and Assumptions” that the Design-Builder used to supplement the information contained in the Drawings and Specifications Design-Builder has listed. The “Statement of Clarifications and Assumptions” may at the discretion of Design-Builder be shown in the form of Drawings or be in narrative form or a combination of both, but must in any event be complete and detailed.

2.5.2 The Owner will, at its sole discretion, have the option to accept the GMP submitted by Design-Builder, request that Design-Builder submit another GMP, or reject the GMP and terminate all contracts and agreements with the Design-Builder. In the event of such a termination the Design-Builder shall receive payment for services it has provided to date. In this situation, there shall be no amounts paid for any termination cost, lost profits, lost opportunity or any other such reason.

2.5.3 Once accepted by the Owner, the GMP may be revised only by an approved amendment or change order.

2.5.4 For any Contingency within the GMP, the criteria for the development of that Contingency must be acceptable to the Owner. Thereafter, the Design-Builder must inform the Owner of any intended usage of the Contingency, with supporting itemized schedule and pricing documentation, to maintain complete records and confirm its appropriate use for the Project.

2.6 Cost Estimates.

2.6.1 Construction Cost. All estimates of GMP, and the Schedule of Values set forth in the “Exhibit C – Cost of The Work – Schedule of Values” to the Agreement shall include without duplication:

a) Construction General Condition;
b) All labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work;
c) An entry for “Bidding Contingency or Construction Contingency”;
d) Construction Administration, Closeout, and Warranty Fees;
e) The Design-Builder’s Construction Phase Fee;
f) All bond and insurance premiums; and
g) All applicable taxes.
2.6.2 The Design-Builder’s estimates of Construction Costs shall not include the Design Phase Cost, the costs of land, rights of way, financing or other costs which are the responsibility of the Owner.

2.6.3 The Design-Builder shall prepare an estimate of Construction Cost as soon as major Project requirements have been identified, and update the estimate for each submittal of the Design Phase Documents. For all bid packages for Construction, the Design-Builder shall prepare a quantity take-off cost estimate based on C.S.I. formats within two weeks of issuance of applicable documents. All estimates of Construction Costs shall make allowance for bidding and price escalation. During the Design Phase, the Design-Builder shall continually monitor the cost estimates and develop a cost estimate to help assure that the Cost of the Work remains within the applicable portion of the Project Budget or GMP, as applicable. No construction services or Work to be performed under the Agreement shall commence until a GMP is established by the Design-Builder, submitted and accepted by the Owner through an amendment or change order to the Agreement authorizing the GMP.

2.6.4 Owner reserves the right to hire a third party estimating firm to provide separate estimates and validate the Design-Builder’s estimates. In such case, the Design-Builder and the third party estimating firm shall coordinate formats of estimates prior to starting the Construction Phase.

2.6.5 The Design-Builder shall attend and cause the Design Professional to attend all regular meetings with the Owner and such additional meetings as the Owner may request. All regular meetings shall be scheduled by the Design-Builder with the prior agreement and approval of the Owner. All additional meetings shall be scheduled by the Owner.

At a minimum, the following meetings shall have Design-Builder involvement. Responsibility to lead the meeting or issue meeting minutes is noted. Additional meetings may be required by Owner, or required as a normal course of business, and shall not be additionally compensated by the Owner to the Design-Builder unless agreed to in advance in writing by the Owner, and unless the scope of such meetings could not have reasonably been expected given the scope of the Project.

[INSTRUCTION TO DRAFTER FOR 2.2.2.4 –FREQUENCY OF MEETINGS MAY BE ALTERED TO FIT PROJECT REQUIREMENTS. OTHER MEETINGS MAY BE ADDED.]

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Lead</th>
<th>Frequency</th>
<th>Issue Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kickoff</td>
<td>Owner</td>
<td>One</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Partnering</td>
<td>Facilitator</td>
<td>As Needed</td>
<td>Facilitator</td>
</tr>
<tr>
<td>OAC – Design Phase</td>
<td>Design-Builder</td>
<td>Weekly</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Deliverables Format</td>
<td>Design-Builder</td>
<td>Once</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Presentation of Subphase</td>
<td>Design-Builder</td>
<td>As Needed</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Deliverables to User Groups</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan Review</td>
<td>Owner</td>
<td>Min. Four</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Comm. Ag.</td>
<td>As Needed</td>
<td>Comm. Agent</td>
</tr>
</tbody>
</table>

ASU Project No. xx.xxx.xxx – Project Name – xxxxxxxx xxxxxxxx
Design-Builder General Conditions
<table>
<thead>
<tr>
<th>Setting</th>
<th>Owner</th>
<th>As Needed</th>
<th>Design-Builder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Construction</td>
<td>Owner</td>
<td>One</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>OAC Construction Phase</td>
<td>Design-Builder</td>
<td>Bi-Weekly</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Pre-installation</td>
<td>Design-Builder</td>
<td>As Needed</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Design Related Subject – Before 100% CD Set</td>
<td>Design-Builder</td>
<td>As Needed</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Design Related Subject – After 100% CD Set</td>
<td>Design-Builder</td>
<td>As Needed</td>
<td>Design-Builder</td>
</tr>
<tr>
<td>Closeout</td>
<td>Owner</td>
<td>One</td>
<td>CM@Risk</td>
</tr>
<tr>
<td>Others required by Owner</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**2.6.6** The Design-Builder shall investigate and recommend materials and equipment that could be purchased directly by the Owner. In providing its recommendations, the Design-Builder shall consider the impact of any long lead times associated with any materials or equipment needed on the Project and the potential cost-savings from mass purchasing power. In addition, Design-Builder will recommend a schedule for such purchases regarding the timetable for preparation of Construction Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates. The Design-Builder shall coordinate with Owner regarding the installation of any such purchased materials and equipment.

**2.6.7 Subcontractor Selection.**

**2.6.7.1 Design Phase.** If the Owner determines that Integrated Project Delivery (IPD) or Building Information Modeling (BIM) objectives will benefit the Project and it is or will be to the advantage of Owner or the Project to select certain subcontracting trades to participate in the design process during the Design Phase, as well as provide Construction Services during the Construction Phase, then the following procedures will apply:

a) Design-Builder prequalifies Subcontractors from the trades needed in the Pre-Construction Phase.

b) Upon acceptance of the Owner, a Request for Qualifications (RFQ) is requested from pre-qualified Subcontractors by the Design-Builder. The RFQ will request additional qualification information in addition to pricing information, such as labor rates and overhead and profit factors.

c) The Statement of Qualifications (SOQ) from the Subcontractors will be reviewed by a committee consisting of Design-Builder and Owner. The qualification and pricing information will be scored by a pre-determined weighted scoring system.

d) The committee will develop a list of firms that will be interviewed.

e) The Subcontractors will be interviewed and ranked, and the highest ranked Subcontractor will be selected to provide the services.
For Subcontractors selected in this manner, the Design-Builder must establish to the Owner’s satisfaction that the Subcontractor’s price submission is reasonable and appropriate, by following the procedures outlined for Design-Builder in Section 2.6.7.3.

2.6.7.2 Construction Phase. The Design-Builder shall, with the assistance of the Owner, prepare the necessary and appropriate bidding information, bidding forms, and pre-qualification criteria for bidders; develop Subcontractor interest; establish bidding schedules; advertise for bids; and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques and with any special systems, materials, or methods. The Design-Builder shall review all potential Subcontractors with the Owner and obtain Owner’s approval of the pre-qualification of any Subcontractor in accordance with the Owner approved Subcontractor Selection Plan. If the Design-Builder becomes aware prior to any bid date that less than three (3) pre-qualified Subcontractors plan to bid any portion of any Bid Package or that anticipated bids from previously approved or pre-qualified Subcontractors are likely to exceed the current Schedule of Values or estimate of Construction Cost, the Design-Builder shall promptly notify the Owner.

2.6.7.3 ABOR Policy. The Design-Builder’s selection of any Subcontractor must comply with ABOR Policy 3-804B(3)(h)((1)) and ((2)) and must be based on qualifications alone, or on a combination of qualifications and price selection, but shall not be based on price alone. The Design-Builder shall receive and open bids when advertised, prepare a bid analysis, conduct pre-award conferences, and notify the Owner concerning which bids from pre-qualified Subcontractors will be accepted and awarded. The Owner shall be notified of the time and place of all bid openings and shall be permitted to attend such openings with their representatives and guests. A proposal to accept other than a low lump sum bid shall be justified in writing by the Design-Builder with sufficient detail to satisfy Owner, and be subject to prior written approval by the Owner, with no increase in the GMP. When the Design-Builder proposes to accept a subcontract bid other than the low bid, the Design-Builder must justify such action in writing and obtain written approval from Owner before making the subcontract award. Once approved by Owner, no Subcontractor may be replaced by Design-Builder without Owner’s prior approval and any change in cost to Design-Builder will not be a responsibility of Owner and there will be no increase in GMP or contract price by reason of such change of cost. Within ten (10) calendar days after award, one fully executed subcontract for work or services on this Project shall be furnished to Owner together will all special or supplementary conditions applicable to the subcontract work.

2.6.8 Design-Builder Self-Performance.

2.6.8.1 The Design-Builder must disclose to the Owner, upon initiation of Pre-Construction services, any portions of the Work that are to be considered for potential self-performance. If the Design-Builder indicates it desires to self-perform any portion of the construction work, the following procedures will be followed. The Design-Builder must submit its qualifications to do the listed portion(s) of the construction work to the Owner and if the Owner is satisfied with Design-Builder’s qualifications as to that portion of the construction work, the Owner will designate the Design-Builder as a pre-qualified Subcontractor for that portion of the construction work. A bid package for each portion of the construction work as to
which Design-Builder is a pre-qualified Subcontractor will be prepared in the same manner and content as bid packages for Subcontractors in other trades. Design-Builder will submit a proposed price for each of these portions of the construction work. This proposed price shall include labor rates, and certify that sub-sub trades and materials will be bid with a minimum of three pre-qualified bidders. Overtime for self-performed work shall be approved by Owner in writing in advance.

2.6.8.2 In order to evaluate the Design-Builder’s price submission on self-performed work, Owner may do any or all of the following at the Owner’s discretion: (i) engage an estimator selected by Owner to prepare an independent estimate of this portion of the construction work; (ii) engage other consultants to do a construction market study to confirm construction market impacts to the cost of this portion of the construction work, or (iii) take other action to evaluate the Design-Builder’s Price Submission. In any event, Design-Builder is responsible to establish to the Owner’s satisfaction that the Design-Builder’s price submission is reasonable and appropriate. If the Owner is satisfied that the Design-Builder price submission is reasonable and appropriate, the Owner will advise the Design-Builder that the Design-Builder is selected as Subcontractor for the respective portion of the construction work.

2.6.8.3 If, at the conclusion of the review of the Design-Builder’s proposed price, the Owner is not satisfied that the Design-Builder’s price submission is reasonable and appropriate, the Owner will so advise the Design-Builder and the Design-Builder will proceed in the following manner: There will be a normal Subcontractor bid competition for selection of the Subcontractor to perform this portion of the construction work, in accordance with the procedures in section 2.6.7, except that, notwithstanding any other provision of the Design-Builder Design Phase Services Contract Documents to the contrary, (i) the Design-Builder’s price submission will be the Design-Builder’s bid for that portion of the in the Subcontractor bidding process; (ii) the Design-Builder must obtain bids for that portion of the construction work from a minimum of two other pre-qualified Subcontractors, (iii) the Subcontractor bids for that portion of the construction work must be delivered to Owner rather than the Design-Builder, and (iv) the Owner will decide which Subcontractor bid to accept, in accordance with Section 2.6.7.

2.6.9 All required construction subcontractors that are not listed as part of the Design-Build Team in the RFQ submittals, shall be contracted with by Design-Builder only after submission to and approval by Owner of Design-Builder’s selected subcontractor.

2.7 Design-Builder’s Construction Phase Services

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or its Subcontractors all necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete all construction of the Project consistent with the Contract Documents.
2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, quality and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder assumes responsibility for its Subcontractor’s successful performance of their construction activities and any acts and omissions in connection with the performance of their work. Nothing in the Contract Documents is intended to create any legal or contractual relationship between Owner and a Subcontractor (of any tier). In addition, nothing in the Contract Documents shall be intended to, or deemed to create any third-party beneficiary rights.

2.7.4 Design-Builder is responsible for coordinating the activities of all Subcontractors and Subconsultants. If Owner is performing other work with separate contractors at the Project with separate contractors under Owner’s control, Design-Builder agrees to cooperate and coordinate its Work with the work of Owner’s separate contractors so that the Project can be completed in an orderly, efficient and coordinated manner reasonably free of significant disruption to any party.

2.7.5 Design-Builder shall keep the Site free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely, and so as not to interfere with the use of any adjacent land areas, including the reasonable aesthetic appearance of the jobsite and all storage/staging areas. Upon Substantial Completion, or if required for the Certificate of Occupancy of the Work, or a portion of the Work, Design-Builder shall remove all debris, materials, wastes, equipment, machinery and tools from the Project to permit Owner to occupy the Project or a portion of the Project for the use in which it is intended.

2.7.6 Any changes affecting the previously approved construction, shall receive prior written approval of the Owner.

2.8 Design-Builder’s Responsibility for Project Safety

2.8.1 Design-Builder recognizes the importance of performing its Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at or in the vicinity of the Project, whether working or visiting the Project or ASU campus; (ii) all Work at or relating to the Project, including materials and equipment incorporated into the Project or stored on or off site; and (iii) all other property at the Project or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Manager with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. The Safety Manager shall make routine daily inspections of the Project site, and shall hold weekly safety meetings with Design-Builder’s personnel and its Subcontractors.

2.8.2 Design-Builder and its Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner specific safety requirements set forth in the Contract Documents,
which do not violate any applicable Legal Requirements. Design-Builder will immediately report, in writing, any injury, loss, damage or accident to Owner’s Representative and all government or quasi-government authorities having jurisdiction over matters involving the Project or the Work.

2.8.3 Design-Builder’s responsibility for safety under Section 2.8 is not intended to in any way relieve Design-Builder’s Subcontractors (of any tier) from applicable obligations and responsibilities for complying with all Legal Requirements, including those related to health and safety matters, and taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder’s Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder’s warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the Work by persons other than Design-Builder, Design-Builder’s Subcontractors, or others under Design-Builder’s control. Nothing in this warranty by Design-Builder shall limit any manufacturer’s warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents.

2.9.2 Design-Builder will provide Owner with all manufacturer’s warranties and Operation and Maintenance Manuals upon Final Completion of the Work. Design-Builder shall provide Owner a two (2) year warranty for all portions of the Work which warranty will commence upon Substantial Completion of the Work. All statutory, special, or other warranties, express or implied, related to latent defects, or as noted in the Contract Documents, will remain in force and are not limited or superseded by this provision.

2.9.3 The warranties identified herein do not limit or control other remedies available to Owner at law or their limitation periods, if any.

2.10 Correction of Defective Work

2.10.1 If any portion of the Work is covered over by Design-Builder or its Subcontractor contrary to the request of the Owner or as required by the Construction Documents or the applicable building standards or codes if requested in writing by Owner, that Work or portion thereof must be promptly uncovered for observation at the Design-Builder’s own expense.

2.10.2 If any portion of the Work, other than those portions required to be inspected by the Owner or others, prior to being covered, has been covered over, the Owner may request that it be uncovered for observation. If such portion of the Work is found to be in accordance with the requirements of the Construction Documents, the cost of uncovering it shall be charged to the
Owner as an amendment or change order. If such portion of the Work is found not to be in compliance with the requirements of the Contract Documents, the Design-Builder shall bear such costs to uncover and remove and replace or repair.

2.10.3 Unless a specific written waiver of such non-conformance has been provided to the Design-Builder, Design-Builder agrees to promptly correct any Work that is found not to be in conformance with the Contract Documents, whether previously inspected by the Owner’s representatives or not. This obligation of Design-Builder shall continue for a period of two (2) years from the date of Substantial Completion. Nothing in this section shall waive any other rights or remedy that the Owner may have under Arizona law.

2.10.4 Design-Builder, upon receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, shall, within seven (7) days (except in the case of an emergency or item on the schedule critical path, which will require immediate response) commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to any other parts of the Work affected by the nonconforming Work. In the event Design-Builder fails to commence the necessary corrective steps within seven (7) days of the Notice, Owner, in addition to any other remedies provided under the Contract Documents, may at the end of the seven (7) day period commence to correct or cause the correction of such nonconforming Work with its own forces. Design-Builder shall be responsible for all costs and expenses that Owner incurs in remedying any such Work not in conformance with the Contract Documents, including at Owner’s sole discretion, any of its own staff time costs and all design professional or other fees incurred. Owner will notify Design-Builder if its intent to make such corrections at or before the commencement of the corrective work.

2.10.5 The two year period referenced in Section 2.9 applies only to the Design-Builder’s obligation to correct Work not in conformance with the Contract Documents, and shall not constitute a period of limitations with respect to any other rights or remedies Owner may have with respect to Design-Builder’s other obligations under the Contract Documents. Design-Builder acknowledges that, for purposes of statutes of limitations, Owner is an instrumentality of the State of Arizona, acting in its sovereign capacity.

SECTION 3

OWNER’S SERVICES AND RESPONSIBILITIES

3.1 Owner shall, throughout the performance of the Agreement, cooperate with Design-Builder and perform Owner’s responsibilities, obligations and services in a timely manner.

3.2 Owner’s Representative shall be responsible for processing and delivery of Owner-supplied information and approvals or rejections in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner’s Representative shall also provide Design-Builder with reasonably prompt notice if and when it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including errors, omissions or defects in the
performance of its Work. Failure of the Owner or its representatives to notify the Design-Builder hereunder shall not reduce, change, lessen or alleviate in any way, the duties and obligations of Design-Builder under the Contract Documents.

3.3 Owner shall provide reviews and approvals or rejections of the Design-Builder’s cost estimates or Design Submissions within three (3) weeks upon receipt of the documents as required in this Contract. The Owner shall review documents submitted by the Design-Builder and shall render any decisions pertaining thereto without unreasonable delay.

3.4 Owner is responsible for all work performed at the Project by parties under the Owner’s control other than Design-Builder. Owner shall contractually require such parties to cooperate with, and coordinate their activities with Design-Builder so as not to unreasonably interfere with Design-Builder’s ability to complete its Work in a timely manner and consistent with the Contract Documents.

3.5 The Owner shall interact and reasonably cooperate with the Design-Builder to keep the Work within the portions of the Project Budget or GMP, as may be applicable, including but not limited to giving appropriate and reasonable consideration to all reasonable recommendations of the Design-Builder, approving redesign, deductive alternatives or reductions in the Work, consideration of any requests for additional Value Engineering Proposals, making modifications to the Contract Documents or exercising such other rights or remedies as may be available elsewhere under this Agreement including Termination for Convenience. If at any time, it is apparent that the Cost of the Work cannot be kept within the Project Budget or GMP, the Owner may terminate this Agreement in accordance with the Termination for Convenience provisions set forth below.

3.6 The Owner shall furnish the Design-Builder a sufficient quantity of documents and information required for the Design-Builder’s performance of its Design services.

SECTION 4

HAZARDOUS CONDITIONS AND UNFORESEEN PROJECT SITE CONDITIONS

4.1 Hazardous Conditions

4.1.1 It is the sole responsibility of the Design-Builder to properly remove and dispose of any Hazardous Materials in the Project identified as such in the Contract Documents. Design-Builder, upon encountering any Hazardous Materials not identified in the Contract Documents, shall stop Work immediately in the affected area and notify Owner and, if required by applicable rules, all governmental or quasi-governmental entities with jurisdiction over the Project. Owner has responsibility to take the necessary measures required to properly remove and dispose of Hazardous Materials not identified in the Contract Documents as being the responsibility of the Design-Builder.
4.1.2 Design-Builder will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in its Guaranteed Maximum Price or Contract Time(s) of performance or both to the extent that the Design-Builder’s cost or time of performance have been adversely and materially impacted by the presence of unforeseeable Hazardous Conditions.

4.1.3 Owner is not responsible for Hazardous Materials introduced to the Site by Design-Builder, Subcontractors (of any tier) or anyone else for whom the Design-Builder is responsible.

4.1.4 Design-Builder agrees to indemnify, defend and hold harmless Owner and others under Owner’s control, and the officers, directors, employees and agents of each of them, from and against all claims, losses, liabilities, costs and expenses, including but not limited to attorney’s fees and expenses, arising out of or resulting from Design-Builder’s importation, improper handling, storage, abatement, removal or disposal of any Hazardous Materials by Design-Builder.

4.1.5 Releases of Hazardous Substances. Upon any release of any hazardous substance in connection with the Work, whether relating to a pre-existing condition or acts or omissions of Design-Builder, Design-Builder shall take immediate action reasonably necessary to contain the release and if the hazardous material release is not a Design-Builder release, Owner will pay Design-Builder the reasonable costs incurred by Design-Builder in taking such containment action. Owner may elect to have Design-Builder control and carry out any containment, clean-up, removal and remediation activity needed, provided that if the release is not a Design-Builder release, Owner will be responsible to pay Design-Builder for such Design-Builder containment activities in accordance with Section 9.4 of these General Conditions, including allowance of additional Contract Time thereunder.

4.2 Unforeseen Project Site Conditions

4.2.1 If Design-Builder encounters, during the performance of its Work, concealed or latent physical conditions or subsurface conditions at the Project which (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature which differ materially from the conditions ordinarily encountered and generally recognized as inherent in the sort of work provided for in the Contract Documents, Design-Builder shall immediately provide written notice to Owner. Design-Builder shall not disturb or modify such conditions without Owner’s prior written consent. Owner shall promptly investigate Design-Builder’s notice of an unforeseen Site condition and advise Design-Builder of its findings and determination.

4.2.2 If the conditions encountered by Design-Builder in Section 4.2.1 are determined to be an unforeseen project site condition, Design-Builder will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in its Guaranteed Maximum Price or Contract Time(s) of performance or both to the extent that Design-Builder’s cost or time of performance have been adversely impacted by the unforeseen conditions. Adjustments to Guaranteed Maximum Price will be for the actual direct cost impact incurred by Design-Builder to address and resolve the unforeseen conditions.
4.2.3  No claim by the Design-Builder for an increase in the GMP or in Contract Time(s) shall be considered or allowed by Owner without compliance with the advance notice requirement set forth above, submission of verifiable documentation of specific direct cost impact, and an adequate opportunity for the Owner to investigate. Extensions of Contract Time(s) will be considered only when based upon submission of an updated CPM Schedule showing an actual unavoidable delay to the Project Critical Path.

4.2.4  In no event shall the Guaranteed Maximum Price or Contract Time be adjusted for conditions that could or should have been identified by the Design-Builder through its investigations or survey of existing conditions prior to submission and establishment of the GMP and the CPM Schedule.

4.2.5  If Owner determines Design-Builder has no entitlement to an adjustment in GMP or Contract Time for what Design-Builder contends is an unforeseen Project Site condition, Design-Builder may only proceed in pursuit of its position or claim in accordance with the provisions of Section 10 of these General Conditions.

4.3  Archeological Conditions.
4.3.1  If in the course of performing the Work, the Design-Builder, any Subcontractor or other persons or entities under the control Design-Builder, encounters any Native American burial site or other archeological artifacts are disturbed, the Design-Builder shall notify Owner and suspend any work or activity in the vicinity of the burial site or artifact. Owner will determine with reasonable preemption what action, if any, needs to be taken and advise Design-Builder how to proceed or to adjust the Work. Any claim or need for adjustment in Contract Time or GMP will be handled under 4.2.2 above.

SECTION 5

INSURANCE AND BONDS

5.1  Bond Requirements.

5.1.1  The Design-Builder, after acceptance of the GMP by the Owner and prior to the start of any Construction Phase Services by the Design-Builder, shall furnish to the Owner performance and payment bonds, satisfactory in form to the Owner each in a penal sum equal to one hundred percent (100%) of the GMP. These surety bonds in the form attached hereto as Attachment 2 to these General Conditions are not to be expressly limited as to time in which action may be instituted against the surety company. The bonds shall be furnished on Owner’s forms and shall be executed by a surety company authorized to do business in the State of Arizona and shall strictly comply with ABOR Policy 3-804E, which policy shall control in the event of any conflict of the Bonds, or either of them with the requirements of these General Conditions. Individual sureties and default type insurance will not be accepted by Owner as a substitute for the requisite Design-Builder performance and payment bonds.
5.1.2 The Owner may require each proposed Subcontractor whose subcontract amount will be $100,000 or more to furnish a performance bond on Owner’s form or on a form approved by Owner, which provides equal or better coverage, for the full amount of its subcontract. This bond shall be obtained by the Subcontractor as a separate entity and the cost shall be included in the Subcontractor’s bid to the Design-Builder. Alternatively, in place of Subcontractor performance bonds, if approved in advance by the Owner, the Design-Builder may provide Subcontractor default protection that is equivalent or better than bonds provided by the Subcontractors. The cost of such default protection shall be included in the GMP.

5.2 Design-Builder’s Insurance Requirements

5.2.1 The Design-Builder shall not commence any Work until it obtains all required insurance and bonds and furnishes satisfactory proof thereof to the Owner. The Design-Builder shall not permit Subcontractors to commence Work until insurance and bond requirements have been complied with by Subcontractor. The Design-Builder shall cause its Subcontractors and Subconsultants to maintain the same minimum scope and limits of insurance as is required of the Design-Builder, unless Owner otherwise agrees to in writing to reduce the limits for specifically named Subcontractors and Subconsultants.

5.2.2 Insurance coverage assuring the adequacy of the Design-Builder’s performance and warranty obligations shall be maintained for the full warranty period specified in Section 2.9.1 and any specific guarantee or warranty available by law.

5.3 Minimum Scope and Limits of Insurance

5.3.1 Without limiting any liabilities or any other obligations of the Design-Builder, the Design-Builder shall provide and maintain, and cause its Subconsultants and Subcontractors to provide and maintain, insurance coverage in forms and with duly licensed or approved non-admitted insurers in the state of Arizona and rated at least A-VII in the current A.M. Best Company ratings. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect the Design-Builder or any Subconsultant or Subcontractor from potential insurer insolvency.

5.3.2 Worker’s Compensation Insurance. Design-Builder shall procure and maintain worker’s compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Design-Builder, its employees, or both, engaged in the performance of services under this Agreement. Design-Builder shall maintain coverage through Final Completion for all employees engaged in the performance of services under this Agreement, and shall maintain coverage through the full warranty period specified herein for all employees that perform services at the project site after Final Completion, and during the full warranty period.

<table>
<thead>
<tr>
<th>Worker’s Compensation</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
Policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, Arizona State University and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Design-Builder.

This requirement shall not apply to: Separately, each contractor, Subcontractor or Subconsultant that is exempt under A.R.S. 23-901, and when such contractor, Subcontractor or Subconsultant executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

5.3.3 Commercial General Liability Insurance. The policy shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products. Said policy shall contain a severability of interest provision, and shall not contain any provision which would serve to eliminate third-party action over claims.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $50,000
- Each Occurrence $1,000,000

Design-Builder shall maintain coverage through Final Completion for Design-Builder and all Subcontractors and Subconsultants engaged in the performance of services under this Agreement. Design-Builder shall maintain coverage through the full warranty period specified herein for Design-Builder and cause its Subcontractors that perform services at the Project Site after Final Completion to do the same, during the full warranty period.

The policy shall be endorsed to include the following additional insured language: “The State of Arizona, the Arizona Board of Regents, Arizona State University, and their officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Design-Builder”.

The policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, Arizona University, and their officers, officials, and employees for losses arising from work performed by or on behalf of the Design-Builder.

Design-Builder agrees that for any project within the City of Phoenix limits it will, in addition to the limits set forth above, procure and maintain a minimum limit for General Aggregate of its Commercial General Liability Insurance policy of at least $5,000,000. Worker’s Compensation Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance policies shall name the City of Phoenix as an additional insured and will include a waiver of subrogation against the City of Phoenix. This requirement to add the City of Phoenix is in
addition to the standard required endorsement as additional insured and waiver of subrogation in each insurance policy listed herein.

5.3.4 Business Automobile Liability Insurance. Design-Builder shall procure and maintain commercial/business automobile liability insurance with a minimum, combined single limit for bodily injury and property damage of not less than $1,000,000.00 each accident with respect to the Design-Builder’s owned, hired, or non-owned vehicles assigned to or used in performance of the services.

If Hazardous Materials or waste are to be transported, the Commercial Automobile Liability insurance shall be endorsed with the MCS-90 endorsement in accordance with applicable legal requirements.

Design-Builder shall maintain coverage through Final Completion for Design-Builder and all Subcontractors engaged in the performance of services under this Agreement. Design-Builder shall maintain coverage through the full warranty period specified herein for Design-Builder and cause its Subcontractors that perform services at the project site after Final Completion to do the same, during the full warranty period.

5.3.5 Builder’s Risk Insurance. Design-Builder shall provide and maintain, until written notice of Substantial Completion from the Owner, a Builder’s All Risk Insurance Policy, which will protect the interests of the Owner and contractors of all tiers against loss as specified below. This policy shall provide coverage for 100% of the insurable value of the Work, including any Owner furnished work. The insurance shall provide replacement cost coverage for all real and personal property incorporated into the Work including engineered and project specific false works and formings, while at the project site, off-site, or in transit. Coverage shall be extended to include soft costs (such as reasonable compensation for Design Professional, Owner and contractors’ services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.

The insurance obtained under this Section 5.3.5 shall insure against “all risks” of direct physical loss or damage, including, without duplication of coverage, collapse, earthquake, flood, testing and startup, and ensuing damage as a result of faulty workmanship or material or both.

The policy shall name the State of Arizona, Arizona Board of Regents, and Arizona State University as loss payee for all covered losses as their interests may appear.

The Builder’s Risk policy shall be endorsed waiving the carrier’s right of recovery under subrogation against the Owner, Design-Builder and Subcontractors, for losses covered under the Builder’s Risk policy.

The Design-Builder shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder’s Risk policy.
The Design-Builder shall be solely responsible for any required notice to or consent of the insurer providing the Builder’s Risk coverage a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Owner.

This insurance shall not cover any contractor’s equipment, including, but not limited to machinery, tools, equipment, or other personal property owned, rented, or used by the Design-Builder or Subcontractors in the performance of their work on the Work, which will not become a part of the Work to be accepted by the Owner.

5.3.6 Professional Liability Insurance.

| Each Claim | $3,000,000 |
| Annual Aggregate | $3,000,000 |

These limits may be lowered for DP’s Subconsultants with written approval from Owner.

The policy shall cover negligence, errors and omissions, and lack of ordinary skill for those positions defined in the Scope of Work of this Agreement and, except as set forth below, shall be an occurrence form policy.

In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Design-Builder warrants that any retroactive date under the policy shall be no later than the effective date of this Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time of Final Completion.

Design-Builder is required to maintain unimpaired aggregate limits for this insurance. In the event aggregate limits become impaired by claims or payments during the coverage term required by this Agreement, Design-Builder shall notify Owner within 30 days of becoming aware of such impairment, and shall procure additional coverage to restore full aggregate limits. Any new coverage procured must have a retroactive date no later than the date the original limits became impaired.

Policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, Arizona State University, and their officers, officials, and employees for losses arising from work performed by or on behalf of the Design-Builder.

5.3.7 Umbrella/Excess Liability Insurance. Design-Builder shall procure and maintain Umbrella/Excess insurance covering General, Automobile and Employers Liability in excess of scheduled primary limits, with minimum policy limits as reflected in the table below.

The Umbrella/Excess insurance policy shall include a drop-down provision. In the event of the depletion or exhaustion of the Design-Builder’s underlying policy aggregate(s) by payment of loss, the umbrella/excess policy shall continue for subsequent losses as follows:
In the event of such depletion, it shall continue for subsequent losses as excess insurance over the amount of insurance remaining under the underlying insurance, subject to the policy limits.

In the event of such exhaustion it shall continue for subsequent losses as primary insurance excess of any retention specified in the excess policies.

<table>
<thead>
<tr>
<th>Total Project Budget</th>
<th>Required Excess/Umbrella Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $2 M</td>
<td>$0</td>
</tr>
<tr>
<td>$2M - $10M</td>
<td>$2M per occurrence, $2M aggregate</td>
</tr>
<tr>
<td>$10M - $25M</td>
<td>$5M per occurrence, $5M aggregate</td>
</tr>
<tr>
<td>$25M - $100M</td>
<td>$10M per occurrence, $10M aggregate</td>
</tr>
<tr>
<td>Greater than $100M</td>
<td>$25M per occurrence, $25M aggregate</td>
</tr>
</tbody>
</table>

Design-Builder shall maintain Umbrella/Excess Liability coverage through Final Completion for Design-Builder and cause its Subcontractors engaged in the performance of services under this Agreement to do the same. Design-Builder shall maintain coverage through the full warranty period specified herein for Design-Builder and all Subcontractors that perform services at the Project Site after Final Completion, during the full warranty period.

5.3.8 Additional Policy Requirements. The policies required by Sections 5.3.3 (Commercial General Liability), Section 5.3.4 (Business Automobile Liability), and Section 5.3.5 (Builder’s Risk) shall include, or be endorsed to include, the following provisions:

The State of Arizona, the Arizona Board of Regents, Arizona State University, and their officers, officials and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Design-Builder, even if those limits of liability are in excess of those required by this Agreement.

The Design-Builder’s insurance coverage shall be primary insurance with respect to all other available sources, except for Worker’s Compensation. Any self-insurance or other insurance carried by the State of Arizona, the Arizona Board of Regents, and Arizona State University, their officers, or employees, if any, shall be excess and not contributory to the insurance provided by the Design-Builder.

Coverage provided by the Design-Builder shall not be limited to the liability assumed under the indemnification provisions of this Contract.

5.3.9 Proof of Insurance. Design-Builder shall provide to the Owner certificates of insurance (ACORD form or equivalent approved by the Owner) evidencing the coverages required herein as proof that the policies providing the required coverages are in full force and effect prior to the Design-Builder’s performing any work on the premises of the Owner. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All of the above conditions shall be clearly shown on each certificate. Such certificates shall identify this Agreement or be an annual or periodic certificate stating that it covers any and all projects or work performed by the Design-Builder during said period. Coverage afforded
under the policies will not be canceled, terminated or materially altered until at least thirty (30) days' prior written notice has been provided by the Design-Builder to the Owner as evidenced by a return receipt signed by the Owner. Certificates of insurance should be addressed as follows:

Arizona Board of Regents, State of Arizona, Arizona State University
P.O. Box 875212
Tempe, AZ 85287-5212

If the Design-Builder is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be named insured under each policy.

Owner has the right to request and to receive, within ten (10) working days, certified copies of any or all of the policies and/or endorsements required in this Agreement. Owner shall not be obligated to review same or to advise Design-Builder of any deficiencies in such policies and endorsements, and such receipt shall not relieve Design-Builder from, or be deemed waiver of, Owner's right to insist on strict fulfillment of Design-Builder’s obligations under this Agreement.

5.3.10 Failure to Provide or Maintain Insurance. Failure on the part of the Design-Builder to procure or maintain the required insurance shall constitute a material breach of this Agreement upon which the Owner may immediately terminate this Agreement, or at its discretion procure new or renew such insurance and pay all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by the Design-Builder to the Owner upon demand, or the Owner may offset the cost of such premiums together with interest at the statutory legal rate against any money due the Design-Builder from the Owner. Costs for coverages maintained by the Design-Builder in excess of those required hereunder shall not be charged to the Owner.

5.3.11 Authorization to Obtain Information. The Owner may, and the Design-Builder hereby authorizes the Owner to, request and receive directly from insurance companies utilized by the Design-Builder, in meeting the insurance requirements any and all information reasonably considered necessary in the sole discretion of the Owner.

5.3.12 Waiver. Design-Builder and its insurers providing the coverages above shall and do hereby waive all rights of recovery against the State of Arizona, the Arizona Board of Regents, Arizona State University, and their officers and employees.

5.3.13 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Owner.

5.3.14 Self-insurance. The policies specified herein may provide coverage, which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to Owner under such policies. The Design-Builder shall be solely responsible for deductible and/or self-insured retention, and Owner, at its option, may require the Design-Builder to secure the payment of such deductible or self-insured
retention by a surety bond or an irrevocable and unconditional letter of credit.

5.3.15 Cancellation of Insurance. In the event any insurance coverage required in their Section 5 for the Work is canceled, reduced, or terminated, Design-Builder agrees to provide notice to Owner and replace the insurance without any lapse of protection to Owner. If such coverage is not replaced, or Design-Builder fails to meet any of the requirements for insurance listed above, Owner may at its option immediately terminate the Agreement between Owner and Design-Builder, or in Owner’s discretion, procure or renew such missing insurance coverage and pay the premiums therefore. Any such premium amounts paid by Owner shall be repaid by Design-Builder upon demand, or Owner if not paid, may offset the premium cost plus interest at the legal rate from Design-Builder’s Final Payment under the Agreement. Except for the Builder’s Risk coverage, the Owner's exercise of its option to occupy and use completed portions of the Work shall not relieve the Design-Builder of its obligation to maintain insurance required under the insurance provisions of this Agreement until the date of Final Completion and/or the expiration of the warranty period as specified in 5.3.2, 5.3.3, 5.3.4, and 5.3.7 above.

5.3.16 Contractual Obligations. The stipulation of insurance coverages in this Section 5.3 or elsewhere, shall not be construed to limit, qualify, or waive any liabilities or obligations of Design-Builder, assumed or otherwise, under this Agreement.

SECTION 6

PAYMENT

6.1 Guaranteed Maximum Price; Savings

6.1.1 The Owner shall pay the Design-Builder for the Design-Builder’s performance of this Agreement and the Design-Builder shall accept the Design Phase Cost and the Actual Cost of Work (as defined herein) plus Construction Phase Fee as payment in full;; provided, however, that the sum of the Actual Cost of Work and the Construction Phase Fee shall not exceed the GMP as originally fixed or as adjusted from time to time as provided in these General Conditions.

6.1.2 Savings shall be calculated and paid upon Final Completion of the Work. All savings shall be distributed with 100% allocated to Owner. Savings returned to the Owner shall not include return of Construction Phase Fee for the amount of the savings, but shall include appropriate percentage of bonds and insurance premiums and taxes attributable to the savings amount. Allocations to GMP for Allowance and Contingency items that remain unused upon Final Completion shall be returned 100% to the Owner.

6.2 Schedule of Values

6.2.1 Before issuance of the GMP-setting amendment and commencement of the Work in the Construction Phase, the Design-Builder shall submit to the Owner, and the Parties shall agree upon, a schedule of values on the items constituting the GMP following the sample outline in
“Exhibit C – Cost of the Work – Schedule of Values”, setting forth the various portions of the Work, and the portions of the Guaranteed Maximum Price allocated to each portion of the Work. This schedule of values shall be also used as a basis for payment as the Work progresses. Those portions of the schedule of values allocable to Work performed by Subconsultants or Subcontractors of the Design-Builder shall be finalized as and when the Subcontracts are executed. All estimated construction costs not specifically allocated to a Subcontract (including Work self-performed) or to Construction General Conditions shall be allocated to “Bidding Contingency” and shall, upon approval of the Owner, be available for later use by the Design-Builder as Construction Contingency, for reallocation to other line items as provided for in these General Conditions.

6.3 Applications for Progress Payment

6.3.1 The Design-Builder shall deliver to the Owner on the last business Day of each month a sworn application for progress payment on the “Exhibit C – Cost of the Work – Schedule of Values”, as specified by Owner. Each such application for payment shall be based on the Schedule of Values. The Design-Builder shall use Owner’s Design-Build Application for Payment form. It shall show the percentage of completion of each category of the Work performed in the billing period. The payment application shall be accompanied (as separate documents) by:

a) an updated CPM Schedule and narrative schedule update report as provided for herein,
b) conditional lien waivers from each Subcontractor or supplier entitled to progress payment thereunder,
c) a written accounting in a form agreed by Design-Builder and Owner of the Actual Cost of the Work completed,
d) a report by Design-Builder on Subcontractor buy-out status, contract sums, and Subcontractor pay applications,
e) a copy of job cost ledger,
f) a copy of timecards for all employees charged to the Project,
g) a copy of Construction General Conditions invoices and purchase orders and,
h) all items identified in Section 2.1.2.

All meal expenses included in Construction General Conditions and Design Phase Cost Reimbursables shall be supported by a copy of the credit card receipt (if applicable) and a detailed copy of the bill, with a written list of attendees and business purpose of the meeting/meal included. All other reimbursables must be substantiated with receipts.

6.3.2 The Design-Builder Design Phase Cost shall be paid monthly in accordance with the percentage of completion of the Design Phase. The Construction Phase Fee shall be paid monthly in accordance with the percentage of completion of the Construction Phase Work. The Cost of Work shall be paid monthly based on actual cost. The amount approved and paid for progress achieved in the month billed for shall not constitute final acceptance of the Work and is subject to final adjustment at the time of final acceptance and Final Payment so as to fully comply with, and not exceed, the GMP.
6.3.3 Owner may withhold an amount from the progress payment to be made for the time period billed for a sufficient sum to pay the expenses Owner reasonably expects to incur in correcting the deficiency set forth in the written finding issued by the Owner as to the items not approved for payment.

6.4 Payment and Retainage

6.4.1 Within fourteen (14) days following the receipt of the payment application, the Owner shall pay the amount due on the progress payment application to the Design-Builder. However, the payment shall be limited to 90% of the value approved of the construction work in place and for materials suitably stored in accordance with Section 6.6 below of these General Conditions during the month being billed. The remaining 10% shall be retained by the Owner until the Contract is 50% complete at which time the retainage shall be reduced to, at the Owner’s discretion, to no more than 5%; provided that: (a) the Design-Builder is making satisfactory progress on the Contract; and (b) in the Owner’s sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the Owner shall pay the Design-Builder 95% of the value of the construction work and materials on approved progress billings, unless and until it determines satisfactory progress is not being made, at which time the 10% Retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of construction work in place and materials stored. The Owner’s determination concerning the satisfactory progress of the Work for retainage adjustments purposes shall be final.

6.4.2 Within sixty (60) calendar days after the issuance of the Certificate of Final Completion and receipt by Owner of all other documents required from Design-Builder by the Contract Documents, all retained amounts shall be paid to Design-Builder as part of Final Payment provided however; a) the Final Payment shall not become due from Owner until the Design-Builder delivers to the Owner all items per Section 6.11 requirements, including full and final unconditional releases in statutory form from all Subcontractors and major Suppliers acknowledging their having received payment in full. Any claim filed thereafter shall be the responsibility of the Design-Builder, and b) if any claim does remain unsatisfied after all payments are made by Owner, the Design-Builder shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such unsatisfied claim including all costs, interest and attorneys’ fees.

6.4.3 Design-Builder may, at its option, furnish a substitute security in lieu of the 10% retainage. If Design-Builder elects to exercise this option, all the provisions of Subsection 3-804.F of ABOR Policy shall apply to this Project.

6.5 Early Release of Subcontractor Retainage

6.5.1 If a Subcontractor has completed its portion of the Work (including all Punch list items) pursuant to any given subcontract, the Design-Builder may request the Owner to disburse the Retainage allocable to such Subcontractor, after delivering to the Owner any necessary consent to such disbursement from such Subcontractor’s surety, in a form reasonably satisfactory to the Owner, and a final lien release from the Subcontractor. If the Owner is satisfied that the
Subcontractor’s work has been fully and finally completed in accordance with the Contract Documents, the Owner may disburse said Retainage to Design-Builder for payment over to the Subcontractor, however, the two year warranty period with respect to such Subcontractor work shall not commence until Substantial Completion of the entire Work.

6.6 Payment for On-Site and Off-Site Materials

6.6.1 Progress Payment shall be made when due to Design-Builder on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Payment may be similarly made to Design-Builder for materials and equipment suitably stored off the Site, conditioned upon the Design-Builder furnishing satisfactory evidence to the Owner that (a) title to the materials and equipment will pass to the Owner upon payment for same; and (b) there are no claims of third parties; and (c) the materials and equipment are adequately insured for full replacement value plus delivery; and (d) such other matters as the Owner may reasonably request in order to protect its interests.

6.7 Ownership of Construction Work

6.7.1 The Design-Builder warrants that title to all construction work included in an Application for Progress Payment shall pass to the Owner no later than the time of payment therefore. The Design-Builder further warrants and represents to Owner that upon submittal of an Application for Payment, all construction work for which Applications for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder’s knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Subconsultants, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. Design-Builder shall provide unconditional waivers of lien from each Subcontractor or Subconsultant when requested by Owner.

6.8 Withholding of Payment

6.8.1 The Owner may withhold payment on account of an Application for Payment to the extent necessary to protect the Owner from loss because of:

6.8.1.1 Defective Work not remedied;

6.8.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

6.8.1.3 Failure of the Design-Builder to make payments of undisputed amounts to Subconsultants, or Subcontractors for labor, materials or equipment;

6.8.1.4 Damage to the Owner or a separate contractor caused by the fault or neglect of the Design-Builder to the extent not covered by insurance; or
6.8.1.5 Reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Un-excusable Delay, and that the unpaid balance of the Guaranteed Maximum Price would not be adequate to cover liquidated damages for the anticipated Un-excused Delay.

When the above reasons for withholding payment are removed, payment shall be made for amounts previously withheld. Prior to any withholding pursuant to this Section, the Owner shall meet with Design-Builder to discuss potential withholding, and attempt in good faith to resolve such issue without the need for withholding.

6.10 Substantial Completion

6.10.1 When the Design-Builder believes the Work, or a portion thereof which the Owner wants to accept separately and agrees to do so, is Substantially Complete, as defined in Section 1.2, the Design-Builder shall notify the Owner and submit to the Owner a comprehensive list of items to be completed or corrected as to that Work or all Work. Within five (5) business days of receipt of the Design-Builder’s notice and list (Punch List), the Owner, the Design Professional and Design-Builder will jointly make an inspection of the Project to determine whether Substantial Completion has in fact occurred. If it is determined by the Owner that the Work, or the relevant portion thereof, is Substantially Complete, the Owner shall issue the Punch List and the Certificate of Substantial Completion stating the date of Substantial Completion which certificate shall be executed by the Owner, the Design Professional and the Design-Builder. The Design-Builder shall thereupon proceed promptly to complete or correct Punch List items. Failure to include an item on the Punch List does not alleviate or alter the responsibility of the Design-Builder to complete all Work in accordance with the Contract Documents.

6.11 Final Completion and Final Payment

6.11.1 Completion of all outstanding Work items noted in the Substantial Completion Punch List for the entire Work or relevant portion thereof and other Agreement requirements as required in order for Owner to certify Final Completion. Requirements for this certification also include, but are not limited to, equipment operating training for Owner and submission and approval by Owner of all Record and Close Out Documents and copy of all Construction General Conditions and Purchase Orders not previously provided, completion of test and balance report and all commissioning reports.

6.11.2 Conditions Precedent to Final Payment. Neither Final Payment nor any final release of Retainage shall become due until such time as Design-Builder submits to the Owner:

a) An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied by Design-Builder;

b) A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled.
or allowed to expire until at least thirty (30) calendar days’ prior written notice has been given to the Owner;

c) Consent of Surety to Final Payment;
d) Unconditional waivers of lien in statutory form from all Subcontractors, material suppliers, or other persons or entities having provided labor, materials and equipment relating to the Work;
e) If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents;
f) All Project warranty documents, including special manufacturers warranties;
g) Final Subcontractor List;
h) All approved Submittals and Shop Drawings (electronic copy);
i) Schedule of Required Maintenance;
j) Operation and Maintenance Manuals (electronic and hard copies);
k) As-Builts and Record Drawings (electronic copies in CAD and PDF, hard copies and BIM Model);
l) Any required Owner training provided by Design-Builder;
m) Budget Reconciliation including satisfactory audit of the Construction General Conditions;
n) Final Test & Balance Report sealed by professional;
o) Commissioning completed and reports received;
p) All keys have been returned; and
q) Any other items identified by Owner, which are listed in Owner’s Final Project Completion Checklist and agreed to by Design-Builder in Contract Documents, to be received by Owner.

6.11.3 If, after Substantial Completion of the Work has been achieved, Final Completion is materially delayed through no fault of the Design-Builder, or by the issuance of additional change orders or change directives by the Owner, the Owner may at its sole discretion, upon request of the Design-Builder, and without terminating the Agreement, make payment to the Design-Builder of the balance due for that portion of the Work fully completed. If the remaining balance for Work not fully completed is less than the Retainage, and if bonds have been furnished, the written consent of surety to payment for that portion of the Work fully completed shall be delivered by the Design-Builder to the Owner, and such payment shall be made under the terms and conditions governing Final Payment, except that such payment shall not constitute a waiver of claims by either the Design-Builder or the Owner.

6.11.4. Acceptance of final payment by the Design-Builder shall constitute a waiver of affirmative claims by the Design-Builder in connection with the Agreement and performing of the Project. The making of the Final Payment by the Owner shall constitute a waiver of claims by the Owner, except those arising from (a) liens, claims, security interests and encumbrances arising out of the Work after Final Payment; (b) latent defects which the Owner becomes aware of after Final Payment; or (c) the terms of warranties required by the Contract Documents and other rights provided under Arizona law.

ASU Project No. xx.xxx.xxx – Project Name – xxxxxxxx xxxxxxxx
Design-Builder General Conditions
6.12 **Allowances**

6.12.1 The Design-Builder shall include in the Guaranteed Maximum Price all Allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities against which the Design-Builder makes reasonable objection. Unless otherwise provided in the Contract Documents:

- **a)** Materials and equipment under an Allowance shall be selected by the Owner within a reasonable time frame as defined in the Owner approved Project CPM Schedule;
- **b)** Allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts;
- **c)** Allowances shall not include professional or construction fees, Construction General Conditions, bond and insurance premiums;
- **d)** Allowances shall cover Design-Builder’s costs for unloading and handling at the Site, labor, installation costs and other expenses;
- **e)** Whenever costs are more than or less than Allowances, the GMP may be adjusted accordingly by amendment or change order in accordance with provisions of Section 9. The amount of the amendment or change order shall reflect the difference between Actual Costs and the Allowances plus Fee on such difference in accordance with Section 10 hereof if the Actual Costs are greater than the Allowances.

6.13 **Contingency**

6.13.1 The Design-Builder and the Owner acknowledge that the Guaranteed Maximum Price contains a line item for a “Bidding Contingency or Construction Contingency”. After finalization (i.e., “buyout”) of a line item, the Schedule of Values will be adjusted to reflect the actual amount. Contingencies shall not be carried in line item amounts after finalization. The Bidding Contingency, upon approval of the Owner, shall be for the Design-Builder’s use and shall be increased by amounts not expended on other line item bid packages and shall decrease by additional amounts required to be expended on other line item bid packages. Following completion of all contract execution by Subcontractors (Project finalization), Bidding Contingency shall become Construction Contingency and Design-Builder may use this Construction Contingency for legitimate unforeseen construction expenses, or expenses otherwise agreed to by Owner and Design-Builder, subject to Owner’s approval, as evidenced by a fully executed Construction Contingency Use Authorization.

Design-Builder shall submit detailed monthly reports to Owner indicating how the Construction Contingency was used in the reporting period, and the status of the Construction Contingency. The Owner has the authority to reject any use of the Construction Contingency after it has been submitted if the Owner believes in its reasonable judgment that some or all of the amount included in the use of the Construction Contingency is not a legitimate expense for the Project. Upon the Owner’s rejection of a Construction Contingency use, the Design-Builder will thereupon credit the Construction Contingency amount back to the Construction Contingency in
the next subsequent payment request. Any amounts remaining in “Bidding Contingency or Construction Contingency” at Final Completion shall be deemed Savings and will be allocated to Owner as such. Should the “Bidding Contingency or Construction Contingency” be exhausted prior to award of all the bid packages, any subsequent overruns in bid package costs shall be the Design-Builder’s sole responsibility, with no additional compensation due thereon from the Owner.

6.13.2 Total Bidding Contingency for all bids shall generally not exceed xxxx point xxxx percent (x.x %) of the Direct Construction Cost, less Contingency, as included in “Exhibit C – Cost of the Work – Schedule of Values” to the Agreement.

6.13.3 Upon award of each bid package, the difference between the Design-Builder’s estimated Cost of the Work contained within the bid package, exclusive of contingency, versus the actual award cost thereof as determined by the bidding and award of the package shall be promptly calculated. If the award cost exceeds the Design-Builder’s estimated cost in the GMP, any necessary portion of the Bidding Contingency identified in Section 6.13.2 above shall be applied, subject to Owner’s approval, to cover any overrun and any underrun amount shall be used to increase the Bidding Contingency.

6.13.4 Design-Builder will include an explicit requirement that change orders between Design-Builder and the Subcontractors will be priced consistent with the requirement of Section 9 of these General Conditions with adequate itemized change order pricing regardless of whether or not there is a comparable change order between Design-Builder and the Owner. In addition, Design-Builder shall retain, and make available to Owner upon request, all bid documents including requests for proposals, requests for quotes, and bid responses from both successful and unsuccessful bidding Subcontractors.

6.13.5 Any amounts remaining in Contingency at Final Completion shall be Savings and will be distributed per Section 6.1.

6.14 Rental Equipment

6.14.1 Rental Equipment (Rental charges for machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof). Rates, quantities of equipment rented, and duration of use shall be subject to the Owner’s prior approval.

6.14.2 The projected usage for each piece of equipment to be rented for use on the project and the estimated total rentals shall be considered by the Design-Builder before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment shall be considered “job owned”. At the completion of the project, the Design-Builder shall transfer title and possession of all remaining job-owned equipment to the Owner, or Design-Builder may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by Owner and Design-Builder.
6.14.3 Each piece of equipment to be rented shall have hourly, daily, weekly and monthly rates, and the most economical rate available shall be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of the Design-Builder.

6.14.4 The reimbursable equipment rental rates shall not exceed xxxx percent (xx%) of the published rates in a mutually agreed publication. If the publication does not contain information related to the type of equipment rented, the Design-Builder will be allowed to use a maximum equipment rental rate equal to xxxx percent (xx%) of the current competitive rental rates from local third party equipment rental companies. Owner may agree to rely solely on current competitive rental rates from local third party equipment rental companies.

6.14.5 The aggregate rentals chargeable for each piece of Design-Builder-owned tools or equipment shall not exceed fifty percent (50%) of the fair market value of such equipment at the time of its commitment to the Work without prior written notification to the Owner including the original purchase price, date of purchase of the equipment, and copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time. When the aggregate rental charge for each piece of Design-Builder-owned tools or equipment matches the fair market value of said equipment, said equipment shall become “job owned” following the limitations as identified herein.

6.14.6 Fair market value for used material and equipment as referred to in this Agreement shall mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: this is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

6.14.7 Rental charges for equipment which is not owned by Design-Builder or any of its affiliates, subsidiaries, or other related parties and is rented from third parties for use in proper completion of the Work shall be considered reimbursable, will be reimbursed at actual costs, as long as rental rates are consistent with those prevailing in the locality. For any lease/purchase arrangement where any of the lease/purchase rental charges were charged to Owner as reimbursable job costs, appropriate credit adjustments to job cost will be made for an appropriate pro rata share of the fair market value of the equipment at the time it was last used on the job.

6.14.8 The Design-Builder shall be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory shall be submitted either electronically or hard copy (at Owner’s election) to Owner each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved fair
market value at the time the piece of equipment was first used on the job and (4) final disposition.

SECTION 7

INDEMNIFICATION

7.1 Proprietary Rights, Patent and Copyright Infringement

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any proprietary rights, trademark, patent or copyright, now or hereafter issued (“Proprietary Rights”). Owner agrees to give prompt notice in writing to Design-Builder of any such action or proceeding and to provide authority, information and assistance in the defense of same. Design-Builder shall defend, indemnify and hold harmless Owner from and against all damages and costs, including attorney’s fees, awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder further agrees to keep Owner informed of all developments in the defense of such actions or proceedings.

7.1.2 In the event that Owner is enjoined from the operation or use of the Work, or any part thereof in connection with any claim of infringed Proprietary Rights, Design-Builder shall at its sole expense take reasonable steps to procure the right or license to operate or use the Work. If Design-Builder cannot so procure the aforesaid right within a reasonable time, Design-Builder shall then, promptly, at Design-Builder’s option and at Design-Builder’s expense (i) modify the Work so to avoid infringement of any Proprietary Rights; or (ii) replace said Work with Work that does not infringe or violate any such Proprietary Rights.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any action or proceeding based on infringement or violation of Proprietary Rights (i) relating solely to a particular process or the product of a particular manufacturer specified by Owner and such processes or products which are something other than that which has been offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

7.1.4 In addition to the other obligations of Design-Builder under this section 7.1, Design-Builder will be responsible for delays and for increases in the cost of the work associated with or arising out of any claim of infringed Proprietary Rights.

7.2 General Indemnity

7.2.1 Design-Builder shall indemnify, defend, save and hold harmless the State of Arizona, the Arizona Board of Regents, and Arizona State University and their officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim
processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property or financial loss incurred by the Indemnitee caused, or alleged to be caused, by the negligence, acts or omissions of Design-Builder or any of its owners, officers, directors, agents, employees, Subcontractors, or Subconsultants, arising out of or in any way related to the performance of the Work or this Agreement, or defects in the Work, or any materials supplied. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Design-Builder or contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Design-Builder will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Design-Builder agrees to waive all rights of subrogation against the State of Arizona, the Arizona Board of Regents, Arizona State University, and their officers, officials, agents and employees for losses arising from the work performed by the Design-Builder for the State of Arizona.

SECTION 8

TIME AND DELAY

8.1. Both the Design-Builder and Owner recognize that any time limits set forth in the Contract Documents are of the essence of this Agreement. Design-Builder agrees that it will commence performance of the Work, achieve Substantial and Final Completion of the Work, and achieve any interim milestones for Substantial and Final Completion in compliance with all contractual time requirements.

8.2 It also is agreed that time is of the essence of each and every part of the Contract Documents and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act or activity whatsoever. Where, under the Contract Documents additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall also be of the essence of this Agreement.

8.3 Failure of the Design-Builder to achieve the completion dates for Substantial or Final Completion set forth in the Agreement will result in the assessment of Liquidated Damages as provided by the Agreement. The per diem amount for Liquidated Damages provided for in the Agreement shall be paid for each and every calendar day that the Design-Builder is not in full compliance with the time(s) stipulated in the Agreement for completing the Work. The Liquidated Damages per diem amount is fixed and agreed upon by and between the Design-Builder and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. Any such sums may be withheld by the Owner from Final Payment due hereunder or from retainage.

8.4 If Design-Builder is delayed in the performance of the Work and such delay actually and directly delays a timely achievement of a critical path activity, element or component, based upon an analysis of the current CPM Schedule due to acts, omissions, conditions, events, or circumstances beyond its reasonable control or prevention and due to no legal fault of its own or
those for whom Design-Builder is responsible under the terms of the Contract Documents, the
time for Substantial Completion of the Work, and to the extent applicable, any interim
milestones or Substantial Completion dates for portions of the Work shall be extended by written
amendment or change order for the amount of time attributable to such events or circumstances.
By way of example only, such acts, omissions, conditions, events, and circumstances which
would entitle Design-Builder to an extension of the Contract Time(s), include acts or omissions
of Owner, or anyone under Owner’s control, including changes made by separate contractors in
the Work by Owner, unforeseeable Project Site conditions, wars, floods, labor disputes, unusual
delay in transportation and unusually adverse weather conditions.

8.5 The Design-Builder has included xxxx (xx) business days of weather related delays
within the Owner-approved project schedule. If fewer than xxxx (xx) weather delay days are
approved by the Owner through the duration of the Contract Time, the Substantial Completion
date will be advanced by the number of weather delay days not used, but in no case will be
advanced to a date earlier than Month Day, Year. Weather related days are defined as days when
weather conditions have an adverse effect on the critical path activities of the construction
schedule. Design-Builder shall demonstrate to Owner how the weather conditions are preventing
critical path activities from being performed that day. All weather related delay days shall be
Uncompensable Delays.

Should all xxxx (xx) weather delay days be exhausted, additional weather delay days will be
granted only if the three conditions following conditions have been met: 1) the weather
conditions were abnormal and unusually severe for the particular Project location and time
period, 2) the weather conditions could not have been reasonably anticipated, and 3) the weather
conditions had a material adverse effect on the scheduled construction. Note that variations of
the weather are always expected, and delays resulting in variations typical to a project’s location
are not excusable. All the weather related delays to the schedule must be approved by the
Owner.

8.6 Design-Builder shall be entitled to an appropriate adjustment of its GMP for extended
Construction General Conditions only for mutually determined delays directly caused by the
actions, omissions or inactions of the Owner and upon proof of the actual, direct additional cost
to the Design-Builder for such delays.

8.7 Notice of any delay in performance of the Work which Design-Builder attributes to the
Owner shall be made by Design-Builder in writing to the Owner immediately but in no event
later than 24 hours after discovery of the event giving rise to the delay. The Design-Builder shall
then provide additional details concerning the delay in writing to the Owner within seven (7)
calendar days from the delay notice. Failure to satisfy each of these time requirements shall
absolutely bar any and all later delay claims. The detailed notice shall identify the cause of the
delay, and the anticipated length of the delay in reasonable detail, the probable effect of such
delay upon the progress and Cost of the Work, and possible mitigation plans. If the cause of the
delay is ongoing, the Design-Builder must give further detailed notice every month at the same
time it submits the updated Project Status Report to the Owner.
8.8 Within fifteen (15) calendar days after the elimination of any such delay, the Design-Builder shall, unless the time is extended and change order or amendment signed by the Owner, submit further documentation concerning the delay and, if appropriate, a formal written request requesting an extension of time for such delay and any compensation sought for the delay. The written request for time extension shall state the cause of the delay, the number of days of extension requested and the compensation sought and provide a fully documented analysis of the critical path schedule, including a “fragnet” and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall Project completion. If the Design-Builder does not timely comply with the notice and documentation requirements set forth in this Section 8.8, the Design-Builder’s claim for delay is barred.

8.9 In the event the Design-Builder gives notice to the Owner of compensable delay alleging that the Owner is responsible for the delay as to which the notice was given and the delay is unreasonable under the circumstances and was not within the contemplation of the Owner and Design-Builder when they entered into the Agreement, the Owner will enter into negotiations with Design-Builder as to Design-Builder’s damages, if any.

SECTION 9

CHANGES TO THE CONTRACT SCOPE, PRICE, TIME, AND TERMS

9.1 Changes.

9.1.1 After the Agreement is signed, modifications to the Agreement, including any changes to GMP, the Contract Time(s), Scope of Work, or terms and conditions of the Agreement may only be made by a written amendment or change order.

9.1.2 An amendment or change order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon the following, as applicable:

1. The scope of the change in the Work;
2. The amount of the adjustment, if any, to the Guaranteed Maximum Price;
3. The extent of the adjustment, if any, to the Contract Time(s) of performance set forth in the Contract Document; and
4. Changes to the terms and conditions of the Agreement.

9.1.3 The Design-Builder shall not proceed with the Work on any change involving an increase or decrease in cost or time without receiving prior written authorization from the Owner. Design-Builder must proceed in accordance with the procedures set forth in this Section 9. The Owner’s right to make changes in the Work shall not invalidate this Agreement, relieve the Design-Builder of any responsibility or require the Owner give notice to the surety. Any requirement of notice to the surety of a change in the Work shall be the sole responsibility of the Design-Builder. If the Design-Builder proceeds with any change involving an increase or decrease in cost or time without written authorization from Owner as required by this paragraph,
the Design-Builder hereby waives all rights or claims Design-Builder may have in connection with or as a result of the change.

9.1.4 All changes in the Work authorized by applicable amendment or change order shall be performed under the applicable terms of the Contract Documents, and Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments, if any, in contract time or GMP. No Guaranteed Maximum Price adjustment on account of an amendment or change order shall include the Design-Builder’s or Subcontractor’s profit, fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder except as allowed by Section 9.4.3 of these General Conditions.

9.2 Change Directives

9.2.1 A Change Directive is a written order prepared and signed by Owner, directing a change in the Work at a point in time prior to agreement on adjustment in the Guaranteed Maximum Price or the Contract Time(s) of performance or both. By issuance of a written change directive, Owner, at any time, may make any such changes within the general scope of the Agreement or issue additional instructions, require additional or modified Work, or direct deletion of Work. Upon receipt of a change directive, the Design-Builder shall promptly proceed with the change in the Work and promptly advise the Owner of the Design-Builder agreement or disagreement with the proposed method of adjustment for GMP or the contract time or both.

9.2.2 Owner and Design-Builder shall negotiate, in good faith and as expeditiously as possible, the appropriate adjustments resulting from the Change Directive, and such agreement reached shall be effective immediately and memorialized by preparation and execution of an appropriate amendment or change order. If the Parties fail to reach an agreement, the Design-Builder shall be entitled to proceed in accordance with Section 10 of this Agreement.

9.3 Minor Changes in the Work

9.3.1 Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents providing (i) such changes do not involve an adjustment in the Guaranteed Maximum Price or Contract Time(s) of performance; (ii) such changes do not materially or adversely affect the Work, including the design, quality, aesthetics, performance and workmanship required by the Contract Documents; and (iii) Design-Builder promptly informs Owner, in writing, of any such changes, obtains Owner’s written concurrence (which shall not be withheld unreasonably), and records such changes on the As-Built Documents maintained by Design-Builder.

9.4 Price, Time, or Scope of Work Adjustment

9.4.1 After this Agreement is signed, modifications in the Design Phase Cost, Guaranteed Maximum Price, the Contract Time(s) or scope of the Work may only be made by written amendment, change order, or Change Directive.
9.4.2 The cost of or credit to the Owner resulting from a change order, amendment, or Change Directive to the Work shall be determined in one or more of the following ways:

a) By unit prices stated in the Contract Documents;

b) By cost, as defined below, and described in Attachment 3 to these General Conditions, properly itemized and supported by sufficient data reduced to meaningful unit prices for each assembled component of the Work in order to facilitate evaluation. Such costs shall be itemized by Division as defined within the Schedule of Values, submitted on Owner’s Change Order Request form, and limited to items directly allocable to the change in the Work:

For Design Phase Services:
1) Owner-approved rates of the Design-Builder and its Subconsultants engaged in the redesign of Work previously designed and approved in accordance with the Contract Documents or design of additional Work multiplied by the total number of hours required of the task, which shall fully cover all Design-Builder overhead, fees and profit on new additional and redesign work;

For Construction Phase Services:
2) Design-Builder’s cost of materials, including delivery, without Design-Builder’s markup. Upon Owner request, Design-Builder may be required to substantiate material costs with supplier invoices and/or purchase orders;

3) Design-Builder’s cost of labor, fully-burdened, including, but not limited to, payroll taxes, social security, unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Design-Builder, and worker’s or workman’s compensation insurance but excluding Subcontractor’s labor;

4) Cost of Subcontracted work calculated as below;
   i. Subcontractor’s cost of materials, including delivery, without Subcontractor’s markup. Upon Owner request, subcontractor may be required to substantiate material costs with supplier invoices and/or purchase orders.
   ii. Subcontractor’s cost of labor, fully-burdened, including, but not limited to, payroll taxes, social security, unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Subcontractor, and worker’s or workman’s compensation insurance. Upon Owner request, subcontractor will show breakdown of hourly rates showing the base rate and all burdens;
iii. Subcontractor General Conditions percentage of not to exceed five percent (10%) of 5.i. and 5.ii. above; the parties agree that this mark-up shall fully cover all Subcontractor overhead and supervision;

iv. Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, subcontractor must prove reasonable rental rate pursuant to actual ownership costs;

v. Subcontractor Overhead and Profit on items 5.i. through 5.iv. above, not to exceed five percent (5%) of the value of such work calculated above. This sum shall exclude the cost attributable to bonds, insurance and taxes, as necessary (see items 5.vi. and 5.vii. below).

vi. Insurance and bond premiums (if applicable), not to exceed a total of 2%;

vii. For Subconsultants’ costs of Construction Administration, Closeout, or Warranty subphase services, the cost shall be calculated from the Owner-approved rates of the Design-Builder’s Subconsultants engaged in these subphases, multiplied by the total number of hours required of the task, which shall fully cover all of the Subconsultants’ overhead, fees and profit;

5) Design-Builder’s Construction General Conditions percentage of not-to-exceed five percent (5%) of 2 through 4 above; the Parties agree that this mark-up shall fully cover all Design-Builder overhead and supervision;

6) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the location of the Work. For owned equipment, Design-Builder must prove reasonable rental rate pursuant to actual ownership costs;

7) Design-Builder’s Construction Phase Fee on items 2 through 6 above.

8) Insurance and bond premiums, not to exceed a total of 2%, unless backup is provided to and deemed sufficient by Owner justifying a different rate.

9) Sales tax at full value. Tax shall not be applied to Subconsultant costs listed in 9.4.2. b) 4.vii above.

10) As a guideline, on a not-to-exceed (“NTE”) percentage of Direct Construction Cost only basis, the following overhead, general conditions and fee percentages shall be utilized, and shall be fixed as a dollar amount, unless otherwise established in the Agreement, or otherwise mutually agreed upon and documented in the change order description:

    Subcontractor Fee (profit): 5%
    Subcontractor Overhead & General Conditions, NTE: 10%
Total Subcontractor Markups, NTE: 15%

Design-Builder Fee (overhead & profit), approximately or as per Design-Builder Agreement: 5%

Design-Builder General Conditions, NTE or as per Design-Builder Agreement: 5%
Total Design-Builder Markups, NTE: 10%

11) The Agreement may involve situations where larger amounts of Overhead and General Conditions are needed to address extenuating site-related circumstances. However, the combined total fee, Profit, Overhead and General Conditions, including the Design-Builder and all levels or tiers of subcontractors, shall generally not exceed twenty-five percent (25%) of the total direct costs of materials, labor, rental equipment and subcontractor insurance and bonds.

12) If this method of cost or credit calculation is selected, in no event shall the combined total fee for subcontractor overhead and profit, including all levels or tiers of subcontractors, exceed fifteen percent (15%) of the total direct cost of paragraphs 2, 3, 4, & 6. When both additions and credits covering related work are involved in a change, the allowance for overhead and profit shall be figured on the basis of a net increase, if any, with respect to that change.

c. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to facilitate audit; provided that such lump sum shall not exceed that amount calculated under (b) above.

9.4.3 Any dispute regarding the pricing methodology or cost of a change shall not relieve the Design-Builder of the obligation to proceed with work on the change directed by the Owner. The cost or credit to the Owner shall be promptly determined by the Owner in accordance with this Agreement.

9.4.4 A mutually agreed to written amendment or change order shall be full and final settlement of all entitlement claims for direct, indirect, delay, disruption, inefficiency, productivity and any other consequential costs related to items covered or affected, as well as for related delays. Any such claim not presented by the Design-Builder for inclusion in the amendment or change order prior to signature is irrevocably waived.

9.4.5 In the event that Owner and the Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or in the event of any other disagreements over the scope of Work, proposed changes to the Work, or time for completion of the Work Owner and Design-Builder agree to resolve the disagreement consistent with Section 10 of these General Conditions. As part of the negotiation process, Design-Builder shall furnish Owner with
a good faith estimate of the costs to perform the disputed services in accordance with Owner’s interpretations. If the parties are unable to agree, and Owner expects Design-Builder to perform the services in accordance with Owner’s interpretations of the documents, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written Change Directive to Design-Builder directing Design-Builder to proceed and specifying Owner’s interpretation of the services that are to be performed.

9.4.6 The requirements set forth above as to Design-Builder providing detailed, itemized pricing on Subcontractor change orders is fully applicable to change orders from Design-Builder to Subcontractor where there are no comparable amendments or change orders between Owner and Design-Builder.

9.5 Emergencies

9.5.1 In any emergency affecting the safety of persons or property, Design-Builder shall act, at its discretion, to prevent or minimize threatened damage, injury or loss. Any change in the Guaranteed Maximum Price or Contract Time(s) of performance or both claimed by Design-Builder on account of emergency work shall be determined as provided in this Section.

SECTION 10

REQUESTS FOR CONTRACTUAL ADJUSTMENTS AND DISPUTE RESOLUTION

10.1 Dispute Avoidance and Resolution

10.1.1 The Parties are fully committed to working with each other through the course of the Project, and agree to communicate regularly with each other at all times, including attending weekly on-site design and construction status meetings, so as to avoid, eliminate, or minimize any disputes, disagreements, claims, or controversies relating to the Project (hereinafter “Disputes”). To the extent Disputes occur or arise during the course of the Project that are not otherwise resolved by applicable portions of this Agreement, both Design-Builder and Owner agree to timely resolving such Disputes in an amicable, professional, and expeditious manner at the lowest possible level so as to avoid unnecessary costs, delays, and disruptions to the Work. To this end, the Design-Builder’s Representative shall refer the Dispute to the Owner’s Representative by written notice of same, not more than seven (7) calendar days from the occurrence of the event which gives rise to the Dispute, or not more than seven (7) calendar days from the date that the Design-Builder knew or should have known of the matter, provided however, a request for adjustment based on time or delay must proceed under Section 8, and a request for adjustment to Contract Price or Contract Time must proceed under Section 9.

10.1.2 In the event a Dispute cannot be resolved through Design-Builder’s Representative and Owner’s Representative, in accordance with Section 10.1.1, the Design-Builder’s Senior Representative and Owner’s Senior Representative shall meet within 48 hours of such field level failure to attempt to resolve the Dispute. The Parties agree that prior to any meetings between the Senior Representatives, they will timely exchange with each other all relevant documents and
information that will assist the Senior Representatives in resolving their Dispute. The Senior Representatives shall have seven (7) calendar days from the time they first met to resolve the Dispute. If the Senior Representatives, after meeting in good faith, determine that the Dispute cannot be resolved by them on terms satisfactory to both parties, the Parties agree that the sole remedy for Design-Builder to pursue the Dispute is to submit the Dispute to Owner in accordance with the applicable provisions of the Arizona Board of Regents’ Policy Section 3-809.

10.1.3 The parties understand and agree that the process set forth in Section 10.1, 10.2, and in ABOR Policy Section 3-809, provide the sole and exclusive remedy to resolve a Dispute. The parties further understand and agree that asserting the Dispute in accordance with Section 10.1.1 and 10.1.2 is integral and essential to the parties’ ability to perform their obligations under this Agreement. Failure to properly utilize the procedures in Section 10.1.1 and 10.1.2 exposes the non-utilizing party to damages which are difficult to accurately quantify and ascertain. The Parties agree that failure to properly utilize the procedures in Section 10.1.1 and 10.1.2 will require the non-utilizing party to pay the other party ten thousand and 00/100 Dollars ($10,000.00) as liquidated damages, and not as a penalty. The damages awarded pursuant to this section shall be in addition to and not in lieu of other damages provided for under this Agreement.

10.2 ADMINISTRATIVE HEARING PROCESS.
10.2.1 Design-Builder and Owner agree that all other parties involved in the Project can be made parties to the administrative process called for by Section 3-809 and to this end, both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project requiring attendance and participation by those other parties in any such administrative proceeding.

10.2.2 Unless otherwise agreed in writing, the Design-Builder shall carry on the Work and maintain its progress during the course of any unresolved Dispute, and the Owner shall continue to make payments as they fall due to the Design-Builder in accordance with the Contract Documents.

10.3 CONSEQUENTIAL DAMAGES.
EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, NEITHER THE OWNER NOR THE DESIGN-BUILDER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF BREACH OF CONTRACT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS.

10.4 DECISIONS OF OWNER.
Any failure of the Owner to make a decision within the time limits set forth herein shall not be construed as acquiescence in all or in any part of the Design-Builder’s claim for relief.

10.5 DISPUTES ARISING AFTER PROJECT COMPLETION.
Claims involving defective design or construction work discovered after Final Completion shall be resolved in accordance with this Section, as applicable and ABOR Policy 3-809.
SECTION 11

STOP WORK AND TERMINATION FOR CAUSE

11.1 Owner’s Right to Stop Work or Terminate for Convenience.

11.1.1 Owner at any time may, without cause and for its convenience, order Design-Builder in writing to stop or suspend its Work, for a period not to exceed sixty (60) calendar days. Design-Builder may seek an adjustment of the GMP or Time(s) of performance or both under Sections 8 and 9 of the General Conditions to the extent that its work has been adversely impacted by any such suspension or stoppage of work by Owner, unless actions, omissions or inactions of the Design-Builder are the cause of the Owner stopping or suspending the Work.

11.1.2 Upon seven (7) calendar days written notice to Design-Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Agreement for convenience of the Owner. In such case Design-Builder shall be paid (without duplication of any items): a) for completed and accepted Work performed in accordance with Contract Documents prior to the effective date of the termination, including fair and reasonable sums for overhead and profit on such Work; b) for expenses incurred prior to termination in performing services and furnishing labor, materials and equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and c) for all claims, costs, losses and damages incurred in settlement of terminated contracts with such Subcontractors, suppliers and others.

11.1.3 Upon receiving a Notice of Termination for Convenience, the Design-Builder shall proceed as follows: a) stop work as specified in the Notice, b) award no further subcontracts, c) terminate all subcontracts to the extent they relate to the Work terminated, d) assign to the Owner all rights of the Design-Builder under terminated subcontracts, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of these terminations, and e) submit complete termination inventory schedules to Owner no later than one hundred twenty (120) calendar days from date of the Notice of Termination.

11.2 OWNER’S RIGHT TO PERFORM AND TERMINATE FOR CAUSE.

11.2.1 If Design-Builder consistently fails to (a) provide a sufficient number of skilled workers; or the materials required by the Construction Documents; (b) comply with applicable Legal Requirements; (c) pay, without cause, its Subcontractors or suppliers; (d) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s) as may be from time to time adjusted; or (e) otherwise perform the Work and its obligations in compliance with the Contract Documents, Owner shall have the right, in addition to any other rights and remedies provided in the Contract Documents or by law, after seven (7) days written notice of default to Design-Builder and Design-Builder’s failure to cure within trial period, to (i) perform and furnish through itself or through others it selects any such labor, materials, or Work, and to deduct the cost thereof from any monies due or to become due to Design-Builder under the Contract Documents; or (ii) terminate the Agreement with Design-Builder for all or any
portion of the Work, enter upon the premises and take possession, for the purpose of completing
the Work, of all materials, equipment scaffolds, tools, appliances, and other items thereon, all of
which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to
employ any person or persons to complete the Work and provide all of the required labor,
services, materials, equipment and other items; or (iii) both. Upon exercising its right to
Terminate for Cause for any reason set forth above, Owner, at its discretion, may also exercise
the right to have each or any of Design-Builder’s Subcontractor and supply agreements assigned
by Owner, or Owner’s nominee, provided however, Owner should have no responsibility or
liability for acts or omission of Design-Builder under such Agreements and the sole recourse of
Subcontractors on pre-termination events shall be against Design-Builder.

11.2.2 In the event of such termination for cause, Design-Builder shall not be entitled to recover
any further payment until the Work is completed and shall then only be entitled to be paid for all
Work performed prior to its date of default minus costs incurred by Owner to complete the
Project exceeding the GMP as described below. In the event Owner’s cost and expense of
completing Design-Builder’s Work shall exceed the GMP, then Design-Builder or its surety shall
promptly pay the difference to Owner. Such costs and expense shall include, not only the cost of
completing the Work to the satisfaction of Owner and of performing and furnishing all labor,
services, tools, equipment and other items required in the Contract Documents, but also losses,
damages, costs and expense, including consultant and attorney’s fees and expenses incurred in
connection with the re-procurement and defending claims, arising from or related to Design-
Builder’s default.

11.2.3 Design-Builder agrees that in the event that Owner terminates the Agreement for cause
and such termination is ultimately determined to be improper or wrongful, the Termination for
Cause will be automatically and retroactively converted to a Termination for Convenience and
the provisions of Section 11.1 of these General Conditions shall apply.

11.2.4 The parties agree that if Design-Builder institutes or has instituted against it a proceeding
under the United States Bankruptcy Code, such event may impair or frustrate Design-Builder’s
performance of its obligations under the Contract Documents. Accordingly, if such event of
default occurs, Owner shall be entitled to request Design-Builder, its trustee or other successor,
to provide adequate assurance of future performance and Design-Builder agrees such request
must be complied with. If Design-Builder fails to comply with such request within ten (10)
days after receiving notice of the request, Owner, in addition to any other rights and remedies
provided by the Contract Documents, or by law, shall be entitled to terminate the Agreement for
cause. Owner shall thereupon be entitled to perform and furnish through itself or through others
any such labor, materials or equipment necessary for the completion of the Work and necessary
to maintain the Contract Time(s) of performance, and to deduct the costs from any monies due or
to become due Design-Builder under the Contract Documents pending receipt of adequate
assurances of performance and actual performance in accordance herewith. In the event of any
such bankruptcy proceedings, the Agreement shall terminate if Design-Builder rejects the
Agreement or if there has been a default under the Contract Documents, and Design-Builder is
unable to give adequate assurances that it will perform as provided in the Contract Documents or
otherwise is unable to comply with the requirements for assuming the Agreement under the applicable provisions of the Bankruptcy Code.

11.3 DESIGN-BUILDER’S RIGHT TO STOP WORK AND TERMINATE FOR CAUSE.

11.3.1 Design-Builder may, in addition to any other rights afforded it under the Contract Documents or by applicable law, either stop work or terminate the Agreement for cause upon Owners failure to timely pay an amount in excess of $100,000 dollars properly due to Design-Builder under any Design-Builder’s Application for Payment. In this regard Design-Builder shall provide Owner with written notice indicating that such non-payment condition has occurred, and that it is Design-Builder’s intention to only stop work or terminate the Agreement if the non-payment condition is not cured within seven (7) calendar days from Owner’s receipt of Design-Builder’s notice. In the event that Design-Builder elects to only stop work, it may nonetheless later indicate its intention to terminate the Agreement by providing Owner with written notice that Design-Builder will terminate the Agreement within seven (7) calendar days from receipt of Design-Builder’s notice; unless the alleged cause of termination is cured in the interim.

11.3.2 In the event Design-Builder properly and lawfully elects to stop work under Section 11.3.1 for non-payment and then resumes work, Design-Builder shall be entitled to make a claim for adjustment to the GMP and Contract Time(s) of performance to the extent Design-Builder has been adversely impacted by the stoppage of work. In the event that Design-Builder elects to terminate the Agreement on the basis permitted under section 11.3.1, Design-Builder shall be entitled to recover the same costs it would be permitted to recover had Owner terminated this Agreement for its convenience under Section 11.1 of these General Conditions.

11.4 If the Agreement is terminated for any of the reasons set forth above, Design-Builder’s agreements with its Subcontractors and suppliers, at Owner’s option and without further action by Design-Builder, will be assigned to Owner; provided however, that Owner shall have no liability for any pre-existing acts or omissions or default by Design-Builder under such agreements and the sole recourse of such Subcontractors and suppliers for any such events shall be against Design-Builder.

SECTION 12

MISCELLANEOUS

12.1 Assignment Prohibited. Neither Design-Builder nor Owner shall without the written consent of the other parties assign, transfer, or sublet any portion or part of the Work or the obligations required by a party under the Contract Documents.

12.2 Successorship. The provisions of these General Conditions and the other Contract Documents shall be binding upon the parties, their employees, agents, heirs, successors and assigns.
12.3 Governing Law. Interpretation of the Contract Documents and any and all disputes arising under or in connection with the Project, Work and Contract Documents shall be governed by Arizona Law. No suit or action shall be commenced relating or pertaining to this Agreement by any Party other than in the Arizona Superior Court in the County where Owner and the Project are located, and only after all contractual and Arizona Board of Regents administrative procedures have been exhausted. By submitting a proposal, Design-Builder agrees to be bound by the Arizona Board of Regents’ Procurement Code Dispute Resolution Procedures and by execution of the Agreement waives any objections to those procedures.

12.4 Severability. If any provision or any part of a provision of the Contract Documents, or any legal authority mentioned herein, shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.5 No Waiver. Except as otherwise provided herein, the failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance or timely performance of any of the obligations required by the Contract Documents, shall not be construed as a waiver or relinquishment of such obligation or right with respect to any other performance or obligation.

12.6 Headings. The headings used in the General Conditions or used in any other Contract Document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.7 Notice. Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) if delivered or sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the number of the intended recipient.

12.8 Non-Appropriation; non-availability of funds. If Owner’s performance under this Agreement or funds available for this Project and/or Work are dependent upon (i) the appropriation or allocation of funds by the Arizona Legislature, and if the Legislature fails to appropriate or allot funds necessary for performance of the Project and/or Work, (ii) the sale of bonds or other similar instruments, and if such bonds or other instruments are not sold or proceeds are not available, or (iii) third party gifts, donations or grants, and if such gifts, donations or grants are not received in whole or in part by Owner; then Owner may provide notice of this to the Design-Builder, and either a) cancel this Agreement without further obligation of Owner except as set forth at the end of this paragraph, or b) delay the Project and/or Work for a period of up to six (6) months (without cost to the Owner), after which date if no such funds are legally available for performance of this Agreement, Owner may cancel this Agreement without further obligation of Owner, except as set forth at the end of this paragraph.
If cancellation occurs, Owner shall reimburse Design-Builder for all services authorized and rendered prior to lack of funds in the manner set forth in Section 2.5.2.

12.9 Conflict of Interest

12.9.1 This Agreement is subject to the provisions of Arizona Revised Statute §38-511 and the Arizona Board of Regents may, within three years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension hereof is in effect.

12.10 Compliance and Legal Worker Requirements

12.10.1 The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Design-Builder shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Owner, setting forth the provisions of this nondiscrimination clause and shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

12.10.2 Design-Builder warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees. Pursuant to Arizona Revised Statutes §41-4401, the Design-Builder warrants that it is in compliance with the state law requirement that employers in Arizona verify the employment eligibility of employees, hired after December 31, 2007, through the federal E-verify program or any successor program. Design-Builder shall be responsible for all costs associated with compliance with such programs. Design-Builder shall flow-down each of the warranty requirements of this section to all Subcontractors, and the Design-Builder shall require each Subcontractor to warrant compliance with the provisions of this section. This section is not applicable where the Design-Builder is a governmental entity nor is the Design-Builder required to pass this provision through to Subcontractors and sub-subcontractors who are governmental entities.

12.10.3 A breach of any of the warranties required under this section shall be deemed a material breach of this Agreement subject to penalties, including termination for cause.

12.10.4 In addition to other audit provisions contained in this Agreement, the Owner retains the right to audit and inspect the papers of any Design-Builder or Subcontractor’s employees who perform Work to ensure that the Design-Builder or Subcontractor is complying with the warranty requirements of this section.
12.10.5 Design-Builder shall make a good faith effort to ensure that not less than 15% of the Work performed under this Agreement is performed by a small business as defined in A.R.S. §41-4401. The Design-Builder shall report to the Owner the dollar value of the Work performed under this provision. Upon Owner’s request, documentation evidencing Design-Builder’s compliance with this provision shall be furnished in a form acceptable to Owner as a condition precedent to final payment.

12.11 Assignment of Overcharge Claims. The Owner and Design-Builder recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by Owner. Therefore, the Design-Builder hereby assigns to Owner any and all claims for such overcharges that may vest in Design-Builder during performance of the Project and for three (3) years after final acceptance. The Design-Builder in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the Owner.

12.12 Sexual Harassment. The Owner prohibits sexual harassment by any person on Owner’s premises or at any Owner-affiliated functions or facilities. The Design-Builder shall comply with the Owner’s current policy regarding sexual harassment.

12.13 Modification Of Agreement. The Contract Documents may not be changed, altered, or modified in any way except in writing (by amendment or change order) and signed by a duly authorized representative of both parties.

12.14 Equality. The Design-Builder and all Subcontractors and Subconsultants shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12.15 Veteran’s Preference. Design-Builder agrees to provide preference in initial employment for U.S. veterans by:

- Adding points to the raw score of a numerically scored screening instrument, or
- Hiring a veteran if, at the conclusion of the search process, a veteran is one of a number of comparably qualified candidates

For purposes of this certification, “veteran” means: an honorably separated person (honorable or general discharge) who served on active duty (not active duty for training) in the Armed Forces:

- During any war declared by Congress;
- During the period April 28, 1952 through July 1, 1955;
- For more than 180 consecutive days, any part of which occurred after January 31, 1955, and before October 15, 1976;
- During the Gulf War period beginning August 2, 1990, and ending January 2, 1992; or
• For more than 180 consecutive days, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom; or
• In a campaign or expedition for which a campaign medal has been authorized, such as El Salvador, Lebanon, Granada, Panama, Southwest Asia, Somalia, and Haiti.

Medal holders and Gulf War veterans who originally enlisted after September 7, 1980, or entered on active duty on or after October 14, 1982, without having previously completed 24 months of continuous active duty, must have served continuously for 24 months or the full period called or ordered to active duty. Effective on October 1, 1980, military retirees at or above the rank of major or equivalent, are not entitled to preference unless they qualify as disabled veterans.

12.16 Complete Agreement. This Agreement constitutes the complete and integrated agreement between the Owner and the Design-Builder, and it supersedes all prior negotiations, representations or agreements, either written or oral.
ATTACHMENT 1
Requirements for Design Submission Documents
(Including but not limited to)

C = Concept Design Submittal
SD = Schematic Document Submittal
DD = Design Development Submittal
CD = Construction Document Submittal
AB = As Built Submittal
RD = Record Drawings

1. Site survey showing items for demolition, removal, or relocation. C, SD, DD, CD, AB

2. Site Plan:
   a. Final contours/grading SD, DD, CD, AB, RD
   b. Paving, sidewalk, curb, fence parking, other site improvements C, SD, DD, CD, AB, RD
   c. Retaining walls SD, DD, CD, AB, RD
   d. Demolition of any existing improvements SD, DD, CD, AB, RD
   e. Underground utilities C, SD, DD, CD, AB, RD
   f. Construction access and staging plan C, SD, DD, CD
   g. Phasing plan SD, DD, CD
   h. Storm Water Pollution Prevention Plan DD, CD
   i. Notation of existing memorial trees, plaques, and any other marked items DD

3. Landscape plan
   a. Planting plan DD, CD, AB
   b. Plant materials schedule DD, CD, AB
   c. Point of connection for power and water, and demand for each DD, CD
   d. Irrigation plan DD, CD, AB

4. Foundation Plans:
   a. Footing and foundation sizes DD, CD, AB, RD
   b. Footing and Foundation reinforcing, elevations DD, CD, AB, RD
   c. Below grade concrete walls DD, CD, AB, RD
   d. Below grade wall thickness and reinforcing DD, CD, AB, RD
   e. Waterproofing, dampproofing, drainage standard detail types DD, CD, AB, RD

5. Structural Framing Plans:
   a. Horizontal and vertical member size DD, CD, AB, RD
   b. H and V sample reinforcing DD, CD, AB, RD

ASU Project No. xx.xxx.xxx – Project Name – xxxxxxxx xxxxxxxx
Design-Build General Conditions
c. Typical floor and roof, thickness DD, CD, AB, RD

d. Floor construction details DD, CD, AB, RD

e. Typical exterior wall sections SD, DD, CD, AB, RD

f. Wall supports, bracing, ties and reinforcing DD, CD, AB, RD

g. Lateral bracing methods, location DD, CD, AB, RD

h. Fireproofing- N.F.P.A designation DD, CD, AB, RD

i. Vibration isolation or other Special Details DD, CD, AB, RD

j. Design live and dead loads tabulated for all floors and roof areas SD, DD, CD, AB, RD

6. Exterior Building Elevations

a. Key building sections C, SD, DD, CD, AB, RD

b. All planes SD, DD, CD, AB, RD

7. Typical Wall Sections SD, DD, CD, AB, RD

8. Typical Roofing and Flashing Systems SD, DD, CD, AB, RD

9. Floor Plans, all Levels and Roofs:

a. Partition type identification SD, DD, CD, AB, RD

b. Smoke and fire compartmentation SD, DD, CD, AB, RD

c. Build-ins and fixed equipment DD, CD, AB, RD

d. Build-ins and fixed equipment shown and noted DD, CD, AB, RD

e. ¼” scale furniture and moveable equipment layouts, for ALL required spaces to ensure proper coordination DD, CD, AB, RD

f. Phasing information SD, DD, CD

10. Reflected ceiling plan SD, DD, CD, AB, RD

a. Lights, diffusers, grilles, sprinkler heads and unusual conditions DD, CD, AB, RD

11. Stair details and elevator fire separation details SD, DD, CD, AB, RD

12. Room Finish Schedule DD, CD, AB, RD

13. Door Schedule DD, CD, AB, RD

14. Miscellaneous Specialties & Equipment Schedules DD, CD, AB, RD

i.e. window covering locations

15. Fixed Equipment Schedule, Locations, Service Requirements (see item 9c) SD, DD, CD, AB, RD

16. Plumbing Work Plans
a. Fixture schedule and locations                SD, DD, CD, AB, RD
b. Equipment schedule and locations            SD, DD, CD, AB, RD
c. Main water/DWR/gas piping                  SD, DD, CD, AB, RD
   • Water piping, locations
     (sizes for pipes larger than 1”)           SD, DD, CD, AB, RD
   • Water piping, locations
     (sizes for pipes larger than 4”)           SD, DD, CD, AB, RD

17. Roof Drainage System, Locations, Key Sizes    SD, DD, CD, AB, RD

18. Fire Protection Systems (all levels and roof)
   a. Location of check valves, building entrance
      and drain                                   SD, DD, CD, AB, RD
   b. Provide system performance design criteria  SD, DD, CD, AB

19. Mechanical Systems
   a. Equipment schedule, locations, sizes, types  SD, DD, CD, AB, RD
   b. Chilled, condenser, hot water, steam, and
      condensate piping systems and locations     SD, DD, CD, AB, RD
   c. Equipment connections and supports - Standard
      Details                                    DD, CD, AB, RD
   d. Supply, return, and exhaust duct layout    SD, DD, CD, AB, RD
   e. Load calculations                          SD, DD, CD, AB, RD
   f. HVAC controls and schematics              DD, CD, AB, RD
   g. HVAC piping, locations, and sizes for
      pipes larger than 1”                       SD, DD, CD, AB, RD

20. Power Distribution Diagram:
   a. Power distribution layout                 C, SD, DD, CD, AB, RD
   b. Equipment locations and schedule          SD, DD, CD, AB, RD
   b. Feeder sizes                              SD, DD, CD, AB, RD
   c. Emergency generator size and location     SD, DD, CD, AB, RD
   d. Uninterruptible power supply equipment size
      and location                               SD, DD, CD, AB, RD
   e. Grounding - Standard Details (A/E)         DD, CD, AB, RD
   f. Load calculations                         C, SD, DD, CD, AB, RD

21. Interior electrical plans.
   a. Fixture and switch locations with identification   DD, CD, AB, RD
   b. Typical receptacle and power outlet locations    DD, CD, AB, RD
   c. Special requirements noted                    SD, DD, CD, AB, RD
   d. Special services plans showing telecom, clocks,
      computer and fire alarm systems.             DD, CD, AB, RD

22. Motor control schedule with starter and
    circuit sizing.                                DD, CD, AB, RD
   SD, DD, CD, AB, RD

24. Project specifications - Design Development Phase marked-up for project  
   DD

34. Project Specifications - CD Phase  
   a. Title page  
   b. All sections complete and edited project specific  
   c. Written descriptions of all options, allowances, unit prices, special construction, scheduling requirements and phasing requirements  
   d. Table of contents for technical sections  
   e. Schedule of drawings

25. Code analysis. Describe all area separations, occupancy separations, compartmentalization, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, seismic analysis based on IBC Code requirements, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.  
   DD, CD

26. Structural, mechanical, electrical, lighting (on a per point method computer analysis) and other calculations used by the Consultant as a basis for design, appropriate to the Design Development level.  
   DD, CD

27. Net assignable and gross area calculations, in conformance with University definitions for each category and functional group of space.  
   DD, CD

28. Materials and color boards, exterior and interior  
   DD, CD

29. Cut sheets of all plumbing, mechanical, electrical, and other special fixtures and equipment.  
   DD, CD
30. Update previous presentation graphics to accurately reflect current changes.  
   DD, CD

31. Drawings 100% complete, checked and coordinated with consultants with all necessary and required details and information for the successful bidding, construction and completion of the project.  
   CD

32. Energy Model for base and alternate building orientation and building envelope materials.  
   SD, DD, CD

33. Proposed LEED Score card for the Design (LEED Silver minimum requirement) – shall include checklist and strategy.  
   SD, DD, CD

34. Life Cycle Cost Analysis for base and alternate design building envelop materials.  
   SD, DD, CD

35. Life Cycle Cost Analysis for base and alternate design Mechanical/Electrical/Plumbing Systems.  
   SD, DD, CD

   SD, DD, CD
ATTACHMENT 2
PERFORMANCE AND PAYMENT BOND FORMS
ARIZONA BOARD OF REGENTS PERFORMANCE BOND
Pursuant To Board of Regents Policy 3-804E
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, ____________________________, (hereinafter called the Principal), as Principal, and ____________________________, a corporation organized and existing under the laws of the State of ____________________________, with its principal office in the City of ____________________________, (hereinafter called the Surety), as Surety are held and firmly bound unto the Arizona Board of Regents, hereinafter called the Obligee, in the amount of ____________________________. DOLLARS ($ ____________), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and separately, firmly by these present.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the ___ day of ____________, 20___ to construct and complete a certain work described as ____________________________, which contract is hereby referred to and made a part hereon as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect and Surety shall be obligated to perform if Principal fails to perform.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy 3-804E, and all liabilities on this bond shall be determined in accordance with the provisions of this section, to the extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this ___ day of ____________, 20__.

PRINCIPAL

By ____________________________

SURETY

By ____________________________

Bond Number

Agent Name & Telephone

Agent Address

Telephone # ____________________________
KNOW ALL MEN BY THESE PRESENTS:

That, ________________________________________________________________________________________________

(hereinafter called the Principal), as Principal, and ________________________________________________________________________________________________

a corporation organized and existing under the laws of the State of ________________, with its principal office in the City of ________________,

(hereinafter called the Surety), as Surety are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee), in the amount of ________________________________________________________________________________________________

DOLLARS ($ ________________), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and separately, firmly by these present.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the ___ day of _____________________, 20___, to construct and complete a certain work described as ________________________________________________________________________________________________

which contract is hereby referred to and made a part hereon as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him/her or his/her subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy 3-804E, and all liabilities on this bond shall be determined in accordance with the provisions of this section, to the same extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this ______________ day of _____________________, 20___.

PRINCIPAL SEAL

By ________________________________________________________________________________________________

SURETY SEAL

By ________________________________________________________________________________________________

Bond Number

______________________________________________________________________________________________

Agent Name & Telephone Bonding Company & Telephone

______________________________________________________________________________________________

Agent Address Bonding Company Address
ATTACHMENT 3
AMENDMENT AND CHANGE ORDER PRICING FORMAT – SAMPLE

Design Phase Calculation Sample:

<table>
<thead>
<tr>
<th>Design-Builder</th>
<th>Hourly Rate</th>
<th># of Hours</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person A</td>
<td>$75.00</td>
<td>3</td>
<td>$225.00</td>
</tr>
<tr>
<td>Person B</td>
<td>$100.00</td>
<td>1</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultant:</th>
<th>Hourly Rate</th>
<th># of Hours</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person A</td>
<td>$125.00</td>
<td>1</td>
<td>$125.00</td>
</tr>
<tr>
<td>Person B</td>
<td>$80.00</td>
<td>5</td>
<td>$400.00</td>
</tr>
<tr>
<td>Person C</td>
<td>$100.00</td>
<td>10</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

Total: $1,850.00

Note: A Design Phase change order or amendment does not affect the Guaranteed Maximum Price.

Required Assumptions for following Construction Phase sample:

1. Not all Amendments or Change Orders will have work involving Subcontractors, Subconsultants, and the Design-Builder. In each case, only the appropriate categories of costs and percentages will be utilized.

2. Deductive Amendments or Change Orders utilize the same format and method of cost/credit determination. Where a change involves both, added costs and credits, the net addition or credit amount shall be determined independently for each Subcontractor and the Design-Builder prior to the application of Fee, Bond and Insurance costs, and Tax.

3. Payment for Bonds will be for the Design-Builder only, as required by the Contract Documents, unless the Owner has required bonding of Subcontractor(s) in accordance with the Exhibit A – Design-Builder General Conditions. Unless otherwise indicated in the Contract Documents, Subcontractor liability insurance is required and such costs are allowable.

4. The final Change Order amounts shall be fixed dollar amounts (not percentages) and shall be rounded to the nearest whole dollar.

5. Entries for lines a., b., and f. shall be supported by and developed from documentation provided with the Amendment or Change Order cost proposal.

6. Entries for lines j., m., n. and p. shall be actual percentages based on and supported by records of the applicable Subcontractor and/or Design-Builder. The percentages shown above in lines j. through p. are assumed for purposes of illustration only.

7. As a guideline, the combined total Fee/Profit, and Construction General Conditions, including the Design-Builder and all levels or tiers of Subcontractors, shall generally not exceed twenty-five percent (25%) of the total direct cost of items a., b., f., and j.

8. Note that all percentages used in the sample calculation above are for illustration purposes only. Actual percentages may vary per contract requirements.
# Construction Phase Calculation Sample:

<table>
<thead>
<tr>
<th></th>
<th>Work By Subcontractor</th>
<th>Work By Subconsultant</th>
<th>Work By Design-Builder</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Cost of Materials</td>
<td>$2,000.00</td>
<td></td>
<td>$4,000.00 ***</td>
</tr>
<tr>
<td>b. Cost of Labor</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
<td>$2,000.00 ***</td>
</tr>
<tr>
<td>c. Subcontracted Work (from line k)</td>
<td></td>
<td></td>
<td>$6,802.05</td>
</tr>
<tr>
<td>d. Subtotal</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$12,802.05</td>
</tr>
<tr>
<td>e. Construction General Conditions*</td>
<td>$300.00</td>
<td></td>
<td>$640.10</td>
</tr>
<tr>
<td>(Subcontractor – assume 10% of line d &amp; Design-Build assume 5% of line d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Rental Value of Equipment</td>
<td>$250.00</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>g. Subcontractor Subtotal 1</td>
<td>$3,550.00</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>h. Subcontractor Fee (assumes 5% of line g)</td>
<td>$177.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Subcontractor Subtotal 2</td>
<td>$3,727.50</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>j. Subcontractor Insurance and bond (if applicable, assumes 2%** of line i)</td>
<td>$74.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>k. Subtotal - Subcontracted Work</td>
<td>$3,802.05</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>l. Direct Construction Cost (Subcontractor + Subconsultant + DB)</td>
<td></td>
<td>$13,942.15</td>
<td></td>
</tr>
<tr>
<td>m. Design-Builder Fee (assumes 5% of Direct Construction Cost)</td>
<td></td>
<td>$697.11</td>
<td></td>
</tr>
<tr>
<td>n. Contractor Bonds and Insurance (assumes 2% of Direct Construction Cost)**</td>
<td></td>
<td>$278.84</td>
<td></td>
</tr>
<tr>
<td>o. Subtotal</td>
<td>$14,918.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>p. Subconsultant Work as Subconsultant work is not subject to taxes</td>
<td>$654.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>q. Total Cost of Change Order Work</td>
<td></td>
<td>$15,572.41</td>
<td></td>
</tr>
</tbody>
</table>

* Construction General Conditions cannot exceed 10% of the total of material and labor for Subcontractor work, and cannot exceed 5% to Design-Builder for the total of self-performed and Subcontractor work.

** Cannot exceed 2% without documentation of additional cost.

*** Design-Builder’s self-performed work, if applicable.
ATTACHMENT 4
CONSTRUCTION DRAWINGS REQUIREMENTS FOR
ARIZONA STATE UNIVERSITY

The intent of the following drawing standards is to provide a set of documents that are consistent with the needs of Arizona State University for both current and future construction, and are consistent from one project to another.

TITLE BLOCKS
The title block should be placed in paper scale, with its insertion point inserted at a coordinate location of (0, 0, 0), and at a scale of 1:1. Depending on the purpose of the drawing, whether it is for facility documentation or construction, the drawing’s title block should contain certain essential information that ASU needs, to store and retrieve each drawing in its library.

Project Information
- Project Number - assigned by the Capital Program Management Group
- Project Name - assigned by the Capital Program Management Group
- Firm Name - representing the drawing author
- Building Name and Building Number - specify only if the project name does not include this information already, and the project is building specific.

Drawing Information
- Drawing Title - indicating the drawing content, e.g. floor plan, section, detail, etc.
- PDC Project Number – shall be referenced on all sheets
- Drawing Number
- Date of Drawing – original drawing date including significant revision dates
- Drawing Scale – representing the intended plot of the drawing with title block
- North Arrow
- Electronic File Name and Effective Date

TEXT
- Text size must be legible and appropriate to the graphic information presented and the intended plotted scale of the drawing. Text must be in all upper case letters throughout the drawing.
- Text usually should not touch other graphic objects, and must be placed with enough space around it to be legible when the drawing is plotted and reproduced.

STANDARD SHEET SIZES AND FORMATS
All sheet sizes are to be limited to four standard formats. Required sheet size is specific to each project and is under the discretion of the University. They are as follows:
- A Sized Plot 8 1/2” x 11”
- B Sized Plot 11” x 17”
- D Sized Plot 24” x 36” (preferred format)
- E1 Sized Plot 30” x 42”

ELECTRONIC FILE FORMAT
The content of electronic drawings must match the delivered original hard copy set. To ensure the integrity of the electronic drawing set upon delivery to ASU:
• Facility documentation drawings and construction project drawings must be submitted to ASU in full compliance with AutoCAD software (file extension = .DWG)

• Arizona State University shall not accept any drawings in the Drawing Interchange Format (DXF) or any other format that .DWG. If any drawing translators are used prior to submittal, the results of such translation shall be 100% complete. It is the responsibility of the Design Professional to cross-check translated drawings for errors and omissions.

• All AutoCAD files shall have a “word file” associated with it. The world file shall have the required coordinate and projection system. This will allow for easier conversion of CAD files into ASU GIS System.

  - Spatial Reference Information
    - Projection:
      - NAD_1983_StatePlane_Arizona_Central_FIPS_0202_Feet
      - Projection: Transverse_Mercator
      - False_Easting: 699998.600000
      - False_Northing: 0.000000
      - Central_Meridian: -111.916667
      - Scale_Factor: 0.999900
      - Latitude_Of_Origin: 31.000000
      - Linear Unit: Foot_US (0.304801)
    - Geographic Coordinate System:
      - GCS_North_American_1983
        - Angular Unit: Degree (0.017453292519943299)
        - Prime Meridian: Greenwich (0.000000000000000000)
        - Datum: D_North_American_1983
        - Spheroid: GRS_1980
        - Semimajor Axis: 6378137.000000000000000000
        - Semiminor Axis: 6356752.314140356100000000
        - Inverse Flattening: 298.257222101000020000

As part of Basic Services, the DP will provide construction drawings in AutoCAD format on electronic media and in paper format on full-size sheets for all (but not limited to) architectural, mechanical, electrical, plumbing, roof and site plans. All plans of all disciplines are required to complete the set of accepted deliverables.

The following is a list of the in-house drawing standards for ASU:

• All digital formats delivered on cd-rom.
• Formatted for Windows 7 or newer.
• AutoCAD version 2010 or newer.
• All drawings are to be in full scale (1'-0"=1'-0"), on disk.
• NO uneditable blocks should be used when in-putting the drawing. This applies to user-defined blocks, and not the pre-defined blocks indigenous to AutoCAD.
Layering conventions can be originally generated according to DP's in-house standards. For Site Utilities, use ASU’s standard color coding (follow Blue Stake colors for identification of each utility type).

Exterior elevations do not need to concur with any in-house drawing requirements. The DP’s in-house standards are acceptable for Exterior Elevation documents.

Use of the AIA layering standard will be accepted.

Use of the National CAD Standard will be accepted.

I. Identification

A. Since more layers may be required for different disciplines, further definition is needed to describe that layer and may be added after the discipline identification.

B. Layering should be reduced to small amounts of graphic information.

II. Specific Drawings Required with Suggested Layers

A. Reflected Ceiling Plan

1. Ceiling grid on layer CEILGRID (white).
2. Light fixtures on layer FIXT (yellow).
3. Heating, Ventilation and Air Conditioning (HVAC) equipment on layer HVAC (cyan).
4. Smoke detectors, fire alarm equipment and exit signs on layer FIRE (red).
5. Sprinkler systems on layer SPRINKLE (blue).
6. Special systems such as Public Address (PA), Audio, etc. on layer PA (magenta).

B. Mechanical Plan

1. Registers on layer REG (yellow).
2. Controls on layer CONTROL (cyan).
3. Diffusers on layer DIF (yellow).
4. Ductwork on layer DUCT (white).
5. Exhaust on layer EXH (green).
6. Vents on layer VENT (yellow).

C. Plumbing Plan

1. Hot water lines on layer HW (red).
2. Cold water lines on layer CW (blue).
3. Sewer on layer SWR (magenta).
4. Fixtures on layer FIXT (green).
5. All process piping on layers befitting material transported through pipe. All process piping layers in cyan [i.e. pipes carrying acids on layer ACID (cyan)].
6. Fire sprinkler lines on layer FIRESPR (yellow).
D. Electrical

1. Telecommunications on layer TELE (cyan).
2. Computer on layer COMP (cyan).
3. Fire Alarms on layer FAL (red).
4. All 120 V power on layer 120 (green).
5. All circuits greater than 120 V on layer 120PLUS (yellow).
6. Intercom on layer INTCOM (blue).
7. Switches and lighting fixtures on layer SX (white).
8. Special systems (including security systems) on layer SS (magenta).

E. Roof Plan

1. Roof drains, overflow drains, scuppers and slope lines on layer RDR (cyan).
2. Slope arrows on layer SLAR (white).
3. Roof vents on layer RVENT (red).
4. Plumbing and exhaust vents on layer PVENT (red).
5. Mechanical equipment on layer MECH (magenta).
6. HVAC on layer HVAC (magenta).
7. Skylights on layer SKLITE (yellow).
8. Walking surfaces on layer WALK (white).
9. Smoke Hatches on layer SMHATCH (blue).
10. Access Hatches on layer ACCHATCH (blue).
11. Antennae and other special equipment on layer SPEQ (green).

F. Site Utilities (Civil)

1. Electric on layer ELEC (red).
2. Telephone on layer TELE (orange).
3. Gas on layer GAS (yellow).
4. Water on layer H2O (blue).
5. Storm/sewer on layer STRM (green).
6. Fire lines and hydrant locations on layer FIRE (blue).
7. Reclaimed water (purple).
8. Survey lines/ Easement (pink)
9. Steam
10. Hot Water
11. Chilled Water

G. Site

1. Buildings on layer BLDG (green).
2. Sidewalks on layer WALK (white).
3. Miscellaneous structures on layer MSTR (blue).
4. Walls and fences on layer FNCE (yellow).
5. Curb and gutter on layer C&G (cyan).
6. Irrigation on layer IRRI (blue).
7. Vegetation (including plants, trees, shrubs and all landscaping) on layer
VEG (green).
8. Parking on layer PARK (yellow).
9. Site lighting on layer SITELITE (white).
10. Fountains and any special features on layer FNT (blue).

H. Survey (TOPO)

1. Property/Boundary lines on layer BOUND (cyan).
2. Easements on layer EASE (cyan).
3. Centerlines on layer CL (blue).
4. Index contours @ 10’ increments on layer INDEX (yellow).
5. Intermediate contours @ 2’ increments on layer INTER (magenta).
6. Spot elevations on layer SPOT (white).
7. Building footprints on layer BLDG (red).
8. Dimensions on layer DIM (white).
9. Other topographic features on layer TOPO (green).

I. The layers listed below are to be used for the Architectural Floor Plans, Structural Plans and Roof Plans as applicable. Enlargements of partial plans are not required.

1. Construction grids on layer KP_GRID (YELLOW).
   a. Including construction lines used to further define building elements (i.e., center lines, major axis lines). Lines of symmetry should be phantom linetype (magenta).
2. Columns on layer KP_COL (COLOR 144).
3. Exterior walls on layer KP_EXT-WALL (COLOR 252).
   a. Exterior windows, walks and exterior features are to be COLOR 40.
4. Interior walls on layer KP_INT-WALL (COLOR 102).
   a. Interior windows, counters and interior features are to be COLOR 40.
5. All doors on KP_DOOR (COLOR 40).
6. Dimensions on layer DIM (YELLOW).
7. Stairs and elevators on layer KP_STAIR (COLOR 134).
   a. Includes ramps.
8. Lines, arrows and text showing direction of stairway (i.e., UP, DN) on layer KP_STAIRDIR (white).
9. Restroom fixtures, toilet partitions, sinks and drinking fountains on layer KP_BATH (COLOR 214).
10. Fire-Hose cabinets on layer KP_FHC (RED).
11. Room numbers on layer KP_RMNO (white) — per CPM 317.
12. Room use on layer KP_RMNAME (white).
13. Room Net Assignable Square Feet (NASF) on layer KP_SQFT (white) — per CPM 316.

CD-ROM LABELING
All CDs are to be labeled as follows:
• DATE – The date when the submittal was delivered to the campus for final acceptance.
• PROJECT – Title of the project name and project number.
- SUBMITTAL – Project submittal phase (i.e. 50% schematic, etc.).
- BLDG NUMBERS – Building number identified by the campus specific to the project.
- COMPANY – Name of design professional firm for the project.

**SUBMITTAL REQUIREMENTS**

- Ensure the drawings adhere to the guidelines presented in this document.
- Include a transmittal sheet (electronic and hard copy) with all submittals indicating the ASU project number, project name and complete listing of all materials submitted, including file names and sheet numbers for each item included in the submittal. File names shall contain the sheet number they represent. This ensures the completeness of the drawing set and assists in archival procedures.
- Electronic data deliverables (.DWG and .PDF format) are required at all submittal stages.
- All submittal documentation forwarded to ASU shall be submitted in a timely fashion, coinciding with the needs of the project and the Planning, Design, & Construction Staff. The delivery of submittal documentation during various stages shall be timed appropriately to ensure ASU receives the most accurate information available.
- Ensure the ASU Project Number is located on all drawing sheets (including the cover sheet) and all other submitted documentation, i.e. Specifications and Operations and Maintenance Manuals. The ASU project number should be located in the title block of all drawings, and in the header or footer of Specifications and Operations and Maintenance Manuals, and any other submitted items.
- The documentation requested above shall be delivered to CAS at the following project milestones:
  - Review Sets (Programming Package, 100% SD, 100% DD)
  - 100% Construction Documents (final CDs not for review), i.e. Bid Set
  - Completion of Civil Utilities Installation (Utilities As-Builts)
  - Completion of Site Work (Site As-Builts)
  - Record Documents (Building As-Builts)

**VALIDATION OF DELIVERED MATERIALS**

- ASU will validate the CAD data and other materials submitted by Design Professionals. If submittals do not conform to the ASU Drawing Numbering Standard Guidelines, ASU may return the materials to the Design Professional. The Design Professional is responsible for revising the materials to make them conform to the ASU Drawing Numbering Standard Guidelines.
- The ASU Project Manager shall withhold final payment until all closeout documents have been received from all parties.
ATTACHMENT 5

“AS-BUILT” AND “RECORD DRAWINGS” REQUIREMENTS FOR ARIZONA STATE UNIVERSITY

The Design-Builder will deliver a complete set of redlined “As-Built” drawings to the DP who shall review them for accuracy and approval.

The DP will use the “As-Built” drawings provided by the Design-Builder to produce and deliver a set of reproducible Project “Record Drawings” to Arizona State University.

The intent of these guidelines is to enable the University to collect, archive, and use at a later date digital copies of Record Drawings for any construction project. These projects include (but are not limited to) new construction, renovations, additions, utility work, and interiors work. Arizona State University considers it very important to maintain accurate records of new work for several reasons:

- Accurate information (e.g. underground utilities and tunnels) for future projects.
- Accurate base drawings for future projects, enabling consultants to modify existing drawings instead of creating new drawings from field measurements.
- Accurate data for campus map information system and GIS mapping.

The DP is responsible for verifying the accuracy of all drawings. The digital copies will match the hard copies. Appropriate notation should be attached (Record Drawings) or detached (official stamps) from each drawing. There should be an overall consistency in the format of the Record Drawings as further described below.

FORMAT:
Drawings: All drawings shall be submitted in an AutoCAD .DWG format. Graphics: Preferred formats for graphics (photos, sketches, renderings, etc.) to be .jpg and .pdf.

CONTENT OF RECORD DRAWINGS DIGITAL SUBMISSION:
In addition to the full size hard copy of the entire updated “Record Drawings” set, a digital copy of each sheet in the set, and a list of each sheet by page number with the contents of the sheet and the name of any images that are attached shall be provided.

RECORD DRAWINGS LABEL:
- Revision dates should be updated for each submission in the title block (with the last date being the date of the Record Drawings submission).
- “RECORD DRAWINGS” should be clearly seen in bold letters along the bottom of the sheet or near the title block on the right side of the sheet.

DIGITAL RECORD DRAWINGS:
- The electronic copies of the Record Drawings should be usable in AutoCAD 2010. The drawings themselves don’t need to be drawn in this release, but should be compiled in AutoCAD 2000 or newer. Usable is defined as being able to easily identify the file needed, open it, select the appropriate layout tab (representing one
sheet from the hardcopy set), and send it to the plotter without have to assign proxy graphics, reconnect (and find) External References (referred to as xrefs from here forward) and raster images, or find a missing .ctb or .stb (plot style tables) file.

- Each .DWG file should be named using the following format: sheet number-xyz where xyz is a job number or job name or other further identifying label as determined by the consultant. Ex: sheet A1.00 should not be in a file called A1, but it should be in a file called A1.00-xyz.dwg

- If more than one sheet is contained in one file, then the file should be composed to only have one sheet per file and then naming each accordingly.

- Each sheet should be set up on a layout tab of its own in paper space. Each layout tab should be renamed with the sheet number represented on it. Any unused layout tabs should be deleted.

- All xrefs should be bound. Any xrefs no longer needed in a drawing should be “detached” and not just “unloaded”.
  - Xrefs shall be bound using the “insert” option and not the “bind option. The “insert” option merges dependent objects that have the same name. It drops the prefix. Dependent objects with the same name in both drawings assume the characteristics of the parent drawing.

- In order to prevent missing raster images, before burning the digital files to a compact disc, place all raster images in the same folder as the file into which they are referenced.

- When the disc is opened, files should be available either in the root folder or in the first folder. In other words, one shouldn’t have to open 2 or more folders to find a file.

- The file with pen weights (.ctb or .stb file) should be included on the disc along with any other non-standard font or shape files.

- Each layout should be set up for either 24 X 36” or 30 X 42” according to the following settings:
  
<table>
<thead>
<tr>
<th>Plotter</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plot Area</td>
<td>Layout</td>
</tr>
<tr>
<td>Pen Assignment:</td>
<td>(as per consultant/subconsultant’s own .ctb or .stb file)</td>
</tr>
<tr>
<td>Scale:</td>
<td>1:1</td>
</tr>
<tr>
<td>Viewports:</td>
<td>Should be zoomed to appropriate scale</td>
</tr>
<tr>
<td>Paper size:</td>
<td>Arch D (24 X 36) or E1 (30 X 42) as appropriate for the drawing set</td>
</tr>
</tbody>
</table>

All files should be burned to discs and placed in a cover appropriate for storage in a 3-ring binder. In addition to the disc(s), the binder(s) should contain an index as described below and an 8 ½ X 11” set of the record drawings.

INDEX OF SHEETS IN RECORD DRAWINGS SET:
Included in the binder should be an index created in Excel or Word listing .DWG files, the sheet numbers that each file contains (if more than one), the contents of each sheet, and a list of all raster images and OLE (object linking and embedding) images inserted into a drawing.
Since many images may be used in several drawings, the consultant may provide a coding system listing all images with a corresponding letter or numerical code.
For Example:

<table>
<thead>
<tr>
<th>Sheet numbers</th>
<th>Contents of sheet</th>
<th>Image References</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9.01</td>
<td>Enlarged floor plan, first floor</td>
<td></td>
</tr>
<tr>
<td>A9.02</td>
<td>Enlarged floor plan, second floor</td>
<td></td>
</tr>
<tr>
<td>A9.03</td>
<td>Enlarged floor plan, third floor</td>
<td></td>
</tr>
<tr>
<td>A9.04</td>
<td>Enlarged floor plan, fourth floor</td>
<td></td>
</tr>
<tr>
<td>A10.01</td>
<td>Details-Entry</td>
<td></td>
</tr>
</tbody>
</table>

The binding of the binder and the disc label should contain the following information:

Arizona State University - Building Number, Project Number, and Project Name in the following format:

XX-XXX-XXX-ABCDEFG, XX-XXX-XXX is the project number, and ABCDEF is the project name
Firm name and contact information
Discipline (Architectural, Mechanical, Landscape, etc.)
RECORD DRAWINGS date of the Record Drawings submission