

Date (type in) Issued:

Request for Qualifications Number \_\_\_\_\_

**OWNER**

ARIZONA BOARD OF REGENTS

for and on behalf of

**ARIZONA STATE UNIVERSITY**

**CMAR**

**DESIGN PROFESSIONAL**

---

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK PROJECTS (OPERATING  
MANUAL FORM)(SINGLE PROJECT FORM) © NOVEMBER, 2008 EDITION

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Buyer's Name

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APPENDIX A

to

Construction Contract Between Owner and Construction Manager at Risk

Specific Terms and Provisions of the Construction Contract

- 1. Section 2.3: Guaranteed Maximum Price

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

- 2. Section 2.8: CMAR Construction Phase Fee

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

- 3. Section 2.8: CMAR Construction Phase Fee percentage

\_\_\_\_\_ percent (\_\_\_\_\_%)

- 4. Section 2.9: Daily amount of general conditions to be paid by Owner for agreed to Owner cased delays

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

- 5. Section 4.3.1: Substantial Completion date

**NOTE TO USERS OF THIS DOCUMENT: This date must be AT LEAST 30 days before Owner's date for Final Completion for the Project. This is because this Construction Contract sets a standard Final Completions Date at 30 days after Substantial Completion.**

\_\_\_\_\_, 2\_\_\_\_\_

- 6. Section 4.3.4: Interim milestones:

Part of the Work                      Interim Milestone Date

**NOTE TO USERS OF THIS DOCUMENT: If there are interim milestones, fill in the information below as to each milestone. If there are no interim milestones, insert "None".]**

\_\_\_\_\_  
\_\_\_\_\_

- 7. Section 4.6: Per calendar day liquidated damages for failure to meet Substantial Completion date requirements:

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

- 8. Section 4.6: Per calendar day liquidated damages for failure to meet Final Completion date requirements:

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

**NOTE TO USERS OF THIS DOCUMENT: If liquidated damages are to be applicable to any interim milestone dates set forth in Section 4.3.4, Section 4.5 in the Construction Contract and in this Appendix A will need to be modified accordingly.]**

**[NOTE TO USERS OF THIS DOCUMENT: Insert the applicable version of Section 4.7 and delete the other version.]**

9. Section 4.7: Division of Project into Work Packages or not and applicability of provisions on Work Packages or not.

**4.7** The **Owner** has determined that the design and construction of the Project will not be divided into Work Packages. Accordingly, the provisions in the Contract Documents relating to Work Packages do not apply.

**[OR]**

**4.7** The **Owner** has determined that the design and construction of the Project will be divided into Work Packages. The provisions on "**Work Packages**" in **Section 2.12** of the Operating Manual apply.

10. Section 7: Representatives of the Parties.

**7. Representatives of the Parties.**

**7.1 Owner's Representatives.**

**7.1.1 Owner** designates \_\_\_\_\_  
(Name, address and title)

as its Senior Representative ("**Owner's Senior Representative**"), which individual has the authority and responsibility for avoiding and resolving disputes under **Section 6.2** of the General Conditions.

**7.1.2 Owner** designates \_\_\_\_\_  
(Name, address and title)

as its representative ("**Owner's Representative**" or "**OR**"), which individual has the authority and responsibility set forth in the CMAR Construction Contract Documents.

**7.2 CMAR's Representatives.**

**7.2.1 CMAR** designates \_\_\_\_\_  
(Name, address and title)

as its Senior Representative ("**CMAR's Senior Representative**"), which individual has the authority and responsibility for avoiding and resolving disputes under **Section 6.2** of the General Conditions.

**7.2.2 CMAR** designates \_\_\_\_\_  
(Name, address and title)

as its representative ("**CMAR's Representative**") which individual has the authority and responsibility set forth in the CMAR Construction Contract Documents.

**7.2.3 CMAR** designates \_\_\_\_\_  
(Name, address and title)

as its construction superintendent ("**Construction Superintendent**"), which individual has the authority and responsibility set forth in the CMAR Construction Contract Documents.

**7.2.4 CMAR's** representatives and Construction Superintendent, as approved by the **Owner**, shall not be replaced without the **Owner's** prior written approval.

11. Section 9.3

Full street or physical address of each location at which Construction Work will be performed:

\_\_\_\_\_

**CMAR**

**OWNER:**

ARIZONA BOARD OF REGENTS

For and on behalf

ARIZONA STATE UNIVERSITY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**OWNER PROJECT MANAGER**

Approval by Owner's Facilities Capital Program Management Group project manager:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

## Construction Contract Between Owner and Construction Manager at Risk

**NOTE: The information or contract provisions that go in the numbered blank spaces in this contract are in the respective numbered paragraph in Appendix A attached hereto.**

Date: \_\_\_\_\_

Construction Manager at Risk: \_\_\_\_\_

Owner: **Arizona Board of Regents for and on behalf of Arizona State University**

CMAR and Owner hereby agree as follows:

### 1. General.

1.1 The Operating Manual for Construction Manager at Risk Projects ("**Operating Manual**") and the General Conditions are attached hereto as **Exhibits A** and **B**.

1.2 All terms defined in the Operating Manual or in any of the other CMAR Construction Contract Documents will have the same meanings when used herein. If not specifically defined, terms, words, phrases and abbreviations in the CMAR Construction Contract Documents will have their ordinary and common meaning consistent with construction and design industry standards and technical and trade meanings.

1.3 This agreement is the CMAR Construction Contract as defined in the Operating Manual.

1.4 The CMAR Construction Contract Documents are listed in the Operating Manual.

1.5 The CMAR Construction Contract Documents are complementary and must be interpreted in harmony so as to avoid conflict. In the event of any inconsistency, conflict, or ambiguity, the CMAR Construction Contract Documents shall take precedence in the order in which they are listed in the definition of that term in the Operating Manual.

1.6 The CMAR Construction Contract Documents form the entire agreement between **Owner** and **CMAR** relating to the Construction Work and the CMAR performance of the Construction Work. The CMAR Construction Contract Documents are hereby incorporated by reference and are as fully binding on the parties as if repeated herein. The CMAR Construction Contract Documents supersede all prior discussions and negotiations. The CMAR Construction Contract Documents may be amended or modified only in writing executed by **Owner** and **CMAR**.

### 2. Construction Work.

2.1 The **Owner** hereby engages the **CMAR** to perform the Construction Work in accordance with the Construction Documents and the other CMAR Construction Contract Documents. The **Owner** agrees to perform its obligations and to comply with the applicable terms and conditions of the CMAR Construction Contract Documents.

2.2 The **CMAR** agrees to perform the Construction Work in accordance with the Construction Documents and the other CMAR Construction Contract Documents. The **CMAR** will provide such construction services and will also provide all material, equipment, tools, and labor necessary to satisfactorily complete all Construction Work described in, and reasonably inferable from, the Construction Documents and the other CMAR Construction Contract Documents. The **CMAR** agrees to perform its obligations and to comply with the applicable terms and conditions of the CMAR Construction Contract Documents.

2.3 The Guaranteed Maximum Price (GMP) for the Construction Work is : \_\_\_\_\_ **(1)** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The GMP is all inclusive of all amounts to be paid

by **Owner** for the Construction Work and includes, without limitation, all sales, franchise privilege, use, consumer and other taxes, all fees, all general conditions, all bond and insurance premiums, and all costs of complying with applicable Legal Requirements, all of which will be paid by **CMAR** without reimbursement by **Owner**.

**2.4** The GMP Schedule is **Exhibit C** hereto. The GMP Schedule uses the elemental systems allocation of all costs and fees of the Construction Work.

**2.5** The Schedule of Values is **Exhibit D** hereto.

**2.6** The GMP Setting Drawings, Specifications, Assumptions and Clarifications are **Exhibit E** hereto.

**2.7** The detailed CPM Schedule for the Construction Work is **Exhibit F** hereto

**2.8** The **Owner** will pay the **CMAR** a fee for the Construction Phase ("**CMAR Construction Phase Fee**"). The **CMAR Construction Phase Fee** is included in the GMP and the GMP Schedule. The **CMAR Construction Phase Fee** will be                     **(2)**                     Dollars (\$                     **(2)**                    ). The percentage used to compute the **CMAR Construction Phase Fee** is                     **(3)**                     percent (                    **(3)**                    %) of the **CMAR Construction Phase Fee Base Amount**. The "**CMAR Construction Phase Fee Base Amount**" means the sum of the amounts in line items in the GMP Schedule covering Construction Work to be performed by **Subcontractors** or to be self-performed by the **CMAR**, if the **CMAR** is permitted to self-perform any Construction Work, as such amounts may be modified from time to time due to changes in the GMP.

**2.9** The daily amount payable by **Owner** to **CMAR** in accordance with the **CMAR Contract Documents** for general conditions for agreed to **Owner**-caused delays in the Project is                     **(4)**                     Dollars (\$                     **(4)**                    ). This amount includes any amount **CMAR** believes necessary to cover possible general conditions claims of **Subcontractors** arising from agreed to **Owner**-caused delays. In setting the amount to be paid by **Owner** to **CMAR** for **Owner**-caused construction delays, **CMAR** has taken into account any amount **CMAR** anticipates that it might need to deal with possible **Subcontractor** claims for extended general conditions relating to **Owner**-caused delays. **CMAR** will be solely responsible and **Owner** will have no responsibility for claims by **Subcontractors** for extended general conditions relating to **Owner**-caused delays. For agreed-to **Owner**-caused construction delays **CMAR** will provide all the necessary extended general conditions for the foregoing daily amount. **Owner**-caused construction delays do not include delays resulting from suspension of the Construction Work by **Owner** under **Section 7.1** of the General Conditions.

### **3. Ownership of Documents**

**3.1** The **Owner**, through its separate agreement with the **Design Professional**, shall own all drawings, specifications, and other documents and electronic data furnished by **DP**. **CMAR** shall have no right or interest in such documents, except for the right to use them in rendering services during the Construction Phase.

**3.2** The **Owner** shall own any and all Construction Cost Estimates and all other estimates, schedules, value engineering submissions or other work product furnished by **CMAR** or **DP** to **Owner**.

### **4. Contract Time**

**4.1** **Owner** and **CMAR** mutually agree that time is of the essence for the **CMAR Construction Contract Documents**. **CMAR** agrees that it will complete the Construction Work within the applicable Contract Times (defined below), as adjusted in accordance with the **CMAR Construction Contract Documents**.

"**Contract Time(s)**" means, as to the entire Construction Work and as to any portion of the Construction Work that the **Owner** has agreed to accept separately, (i) the Date of Commencement, (ii) any interim milestone dates agreed to by **Owner** and **CMAR**, (iii) the time for Substantial Completion, and (iv) the time for Final Completion, as specified in this **Section 4**.

**4.2** Date of Commencement. The Construction Work shall commence (hereinafter referred to as the "**Date of Commencement**") within five (5) days of **CMAR**'s receipt of **Owner**'s notice to proceed either (i) for the entire Construction Work, (ii) the first Work Package if the Construction Work is to be done in Work Packages or (iii)

the first portion of the Construction Work if the **Owner** has agreed to accept any portion separately, The parties can mutually **agree** in writing to alter this definition of "Date of Commencement."

**4.3 Substantial Completion.**

**4.3.1** Substantial Completion (defined in the Operating Manual) of the entire Construction Work shall be achieved no later than (5) subject to adjustments in accordance with the CMAR Construction Contract Documents

**4.3.2** If the **Owner** has agreed to accept one or more portions of the Construction Work separately, there will be a separate Substantial Completion Date for each portion. The Substantial Completion Date for each portion will be established by the **Owner**.

**4.3.3** The date for Substantial Completion of the entire Construction Work or for a portion of the Construction Work is referred to as the "**Substantial Completion Date**".

**4.3.4** To the extent specified below in this **Section 4.3.4**, interim milestones shall be achieved as follows, subject to adjustments in accordance with the CMAR Construction Contract Documents:

<u>Part of the Work</u>	<u>Interim Milestone Date</u>
<u>(6)</u>	_____
_____	_____

**4.4 Final Completion.** Final Completion of the entire Construction Work, or a portion thereof that **Owner** has agreed to accept separately, shall be achieved within thirty (30) calendar days after the date established for Substantial Completion of either the entire Construction Work or that portion of the Construction Work.

**4.5 Requirement for Changes to Contract Time(s).** Changes to Contract Time(s) may be made only by written Change Order executed by **CMAR** and **Owner**.

**4.6 Liquidated Damages.** **CMAR** understands that Owner will suffer damages, which are difficult to specify accurately and ascertain, if Substantial Completion of the entire Construction Work, or of any portion of the Work that the **Owner** has agreed to accept separately, is not attained by the applicable Substantial Completion Date provided in **Section 4.3**, as adjusted in accordance with the CMAR Construction Contract Documents (a "**Scheduled Substantial Completion Date**"). If Substantial Completion of the entire Construction Work, or of any portion of the Construction Work that the **Owner** has agreed to accept separately, is not attained by the applicable Scheduled Substantial Completion Date, **CMAR** shall pay **Owner**

dollars (\$ (7) ) as liquidated damages for each calendar day that Substantial Completion of the entire Construction Work, or the portion of the Construction Work that the **Owner** has agreed to accept separately, extends beyond the applicable Scheduled Substantial Completion Date. In addition, if Final Completion of the entire Construction Work, or of any portion of the Construction Work that the **Owner** has agreed to accept separately, is not attained within the time period prescribed by **Section 4.4**, **CMAR** shall pay **Owner** (8)

Dollars (\$ (8) ) as liquidated damages for each calendar day that Final Completion extends beyond the required date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by **Owner** which are occasioned by any delay in achieving Substantial Completion or Final Completion or both of the entire Construction Work or of any portion of the Construction Work that the **Owner** has agreed to accept separately on or after the applicable date.

**4.7** (9)

**5. Record Keeping and Financial Controls.** For all Construction Work performed by **CMAR** and its **Subcontractors**, **CMAR** and its **Subcontractors** shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems approved by the **Owner**. During performance of the Construction Work and for five (5) years after final payment for the entire Construction Work, the **CMAR** and all **Subcontractors** shall retain for review and/or audit by the

**Owner** all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and other evidence concerning all communications, direct and indirect costs and all other matter related to the Construction Work. Upon request by the **Owner**, at any time during or after the Construction Work, a legible copy or the original of any or all such records shall be timely produced by the **CMAR**. Upon request by the **Owner**, the **CMAR** shall timely submit to Owner all payrolls, reports, estimates, records and any other data concerning Construction Work performed or to be performed; materials supplied or to be supplied; or a **Subcontractor's** payment applications, invoices or progress payment checks. The requirements of this **Section 5** shall be included in all contracts between the **CMAR** and its **Subcontractors**.

**6. Termination and Suspension.** The rights of **Owner** and the **CMAR** to terminate or suspend this CMAR Construction Contract are in **Article 7** of the General Conditions. Among other rights, the **Owner** has the right to terminate or suspend this CMAR Construction Contract for convenience.

**7. Representatives of the Parties.** \_\_\_\_\_ (10)

**8. Bonds and Insurance.**

**8.1 Insurance.** **CMAR** shall procure the insurance coverages required by **Article 4** of the General Conditions. Insurance certificates shall be submitted to **Owner** at the times specified in **Section 4.5** of the General Conditions.

**8.2 Bonds.** **CMAR** shall provide performance and payment bonds as provided in **Section 4.1** of the General Conditions. The bonds shall be in the forms in **Exhibit A** to the General Conditions.

**9. Other Provisions.**

**9.1** Any **Subcontractors** submitted and approved as pre-qualified by **Owner**, any **Subcontractors** selected by bidding, and any Early Selected Subcontractors shall not be replaced without the **Owner's** prior written approval. Any additional costs due to an approved change of **Subcontractor** without a change in the scope of Project or a change in the Construction Documents shall be the **CMAR's** responsibility and shall not be the **Owner's** responsibility and will not increase the Guaranteed Maximum Price or extend the Contract Time(s).

**9.2** **CMAR** represents that it has the necessary financial resources to fulfill its obligations under the CMAR Construction Contract Documents. Further, CMAR represents it has the necessary corporate approvals to execute the CMAR Construction Documents and perform the Construction Work.

**9.3** The Construction Work will be performed at the following full street or physical address: \_\_\_\_\_ (11). **CMAR** agrees to include this information in its contract with each **Subcontractor** and to require each Subcontractor at all levels to include this information with each of its **Subcontractors**.

**10. Additional Approvals of Arizona Board of Regents and Others.** The Project has been given an initial approval by the Arizona Board of Regents ("**ABOR**"). This approval permits the Owner to proceed through a portion of the design phase of the Project. A second ABOR approval will be required to authorize completion of the design phase. A third ABOR approval is required before Owner may legally obligate itself to construct and pay for the construction of the Project. In addition to the ABOR approvals, approvals by legislative bodies or others may also be required. Notwithstanding anything in the CMAR Construction Contract Documents to the contrary, any obligation of Owner under the CMAR Construction Contract Documents to complete the design phase and to construct and pay for construction of the Project is subject to Owner obtaining the above-described approvals.

**The GMP Schedule, the Schedule of Values, the GMP Setting Drawings, Specifications, Assumptions and Clarifications, and the CPM Schedule attached hereto are intended to supplement and not to modify or change any of the other CMAR Construction Contract Documents. Nothing in the GMP Schedule, the Schedule of Values, the GMP Setting Drawings, Specifications, Assumptions and Clarifications, and the CPM Schedule attached hereto shall or shall be construed to replace or supersede any other provision of any of the other CMAR Construction Contract**

Documents. If there is a conflict between any provision of any other CMAR Construction Contract Document and anything in the GMP Schedule, the Schedule of Values, the GMP Setting Drawings, Specifications, Assumptions and Clarifications, or the CPM Schedule attached hereto, the provision of the other CMAR Construction Contract Document shall be given effect and the conflicting material in the GMP Schedule, the Schedule of Values, the GMP Setting Drawings, Specifications, Assumptions and Clarifications, or the CPM Schedule attached hereto will not be given effect. Without affecting the generality of the foregoing:

- The Guaranteed Maximum Price includes all costs and expenses of completing the Construction Work in accordance with the Construction Documents and the other CMAR Construction Contract Documents and all costs and expenses of performing the CMAR’s obligations under the CMAR Construction Contract Documents during the Construction Phase.
- Nothing in the GMP Schedule, the Schedule of Values, the GMP Setting Drawings, Specifications, Assumptions and Clarifications, or the CPM Schedule attached hereto shall or shall be construed to relieve CMAR of its obligation to complete the Construction Work in accordance with the Construction Documents and the other CMAR Construction Contract Documents or to relieve CMAR of any of its obligations under any of the other CMAR Construction Contract Documents.

**CMAR**

**OWNER:**

ARIZONA BOARD OF REGENTS  
 For and on behalf  
 ARIZONA STATE UNIVERSITY

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name & Title)

\_\_\_\_\_  
 (Printed Name & Title)

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**OWNER PROJECT MANAGER**

Approval by Owner’s Facilities Capital Program Management Group project manager:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed Name)

APPLIES TO EACH PROJECT

Exhibit A  
to  
Construction Contract between Owner and Construction Manager at Risk  
Operating Manual for Construction Manager at Risk Projects

[NOTE: Attach a copy of the Operating Manual, which will be in the same form as attached to the CMAR Design Phase Services Contract]

**APPLIES TO EACH PROJECT**

**Exhibit B  
to  
Construction Contract Between Owner and Construction Manager at Risk  
General Conditions**

**[NOTE: Attach a copy of the General Conditions, which will be in the same form as attached to the CMAR Design Phase Services Contract]**

**Exhibit C  
to  
Construction Contract Between Owner and Construction Manager at Risk**

**GMP Schedule**

**THIS GMP SCHEDULE APPLIES TO FOLLOWING PROJECT ONLY:**

**PROJECT NUMBER:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**[NOTE TO USERS: Attach the GMP Schedule]**

**CMAR**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER:**

ARIZONA BOARD OF REGENTS

For and on behalf

ARIZONA STATE UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER PROJECT MANAGER**

Approval by Owner's Facilities Capital Program Management Group project manager:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

**Exhibit D  
to  
Construction Contract Between Owner and Construction Manager at Risk**

**Schedule of Values**

**THIS SCHEDULE OF VALUES APPLIES TO FOLLOWING PROJECT ONLY:**

**PROJECT NUMBER:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**[NOTE TO USERS: Attach the Schedule of Values]**

**CMAR**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER:**

ARIZONA BOARD OF REGENTS

For and on behalf

ARIZONA STATE UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER PROJECT MANAGER**

Approval by Owner's Facilities Capital Program Management Group project manager:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

Exhibit E  
to  
Construction Contract Between Owner and Construction Manager at Risk  
GMP Setting Drawings, Specifications, Assumptions and Clarifications

THESE GMP SETTING DRAWINGS, SPECIFICATIONS, ASSUMPTIONS AND CLARIFICATIONS APPLY TO FOLLOWING PROJECT ONLY:

PROJECT NUMBER: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_

**[NOTE TO USERS: Attach the GMP Setting Drawings, Specifications, Assumptions and Clarifications]**

**CMAR**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER:**

ARIZONA BOARD OF REGENTS  
For and on behalf  
ARIZONA STATE UNIVERSITY  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER PROJECT MANAGER**

Approval by Owner's Facilities Capital Program Management Group project manager:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

Exhibit F  
to  
Construction Contract Between Owner and Construction Manager at Risk

CPM Schedule

THIS CPM SCHEDULE APPLIES TO FOLLOWING PROJECT ONLY:

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

**[NOTE TO USERS: Attach the CPM Schedule]**

**CMAR**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER:**

ARIZONA BOARD OF REGENTS

For and on behalf

ARIZONA STATE UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

Date Signed: \_\_\_\_\_

**OWNER PROJECT MANAGER**

Approval by Owner's Facilities Capital Program Management Group project manager:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_