AGREEMENT BETWEEN OWNER
and
DESIGN PROFESSIONAL
(CONSTRUCTION MANAGER AT RISK FORM)

ASU PROJECT NO. DP- (CMAR) -
PROJECT NAME:

DATE ISSUED:

OWNER
ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY

DESIGN PROFESSIONAL

CMAR
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROJECT</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>DP’S SERVICES AND RESPONSIBILITIES</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>ADDITIONAL SERVICES</td>
<td>17</td>
</tr>
<tr>
<td>4</td>
<td>REIMBURSABLE EXPENSES</td>
<td>18</td>
</tr>
<tr>
<td>5</td>
<td>OWNER’S RESPONSIBILITIES</td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td>CONSTRUCTION COST</td>
<td>18</td>
</tr>
<tr>
<td>7</td>
<td>ALTERNATES</td>
<td>19</td>
</tr>
<tr>
<td>8</td>
<td>DESIGN PROFESSION’S ACCOUNTING RECORDS</td>
<td>19</td>
</tr>
<tr>
<td>9</td>
<td>INSURANCE AND INDEMNITY</td>
<td>19</td>
</tr>
<tr>
<td>10</td>
<td>OWNERSHIP OF DOCUMENTS</td>
<td>22</td>
</tr>
<tr>
<td>11</td>
<td>NO ASSIGNMENTS</td>
<td>22</td>
</tr>
<tr>
<td>12</td>
<td>DISPUTES AND REMEDIES</td>
<td>22</td>
</tr>
<tr>
<td>13</td>
<td>TERMINATION OR SUSPENSION</td>
<td>23</td>
</tr>
<tr>
<td>14</td>
<td>EXTENT OF AGREEMENT</td>
<td>24</td>
</tr>
<tr>
<td>15</td>
<td>COMPENSATION FOR THE DESIGN PROFESSIONAL’S SERVICES</td>
<td>24</td>
</tr>
<tr>
<td>16</td>
<td>PROJECT SPECIFIC PROVISIONS</td>
<td>25</td>
</tr>
<tr>
<td>17</td>
<td>NON-DISCRIMINATION - GOVERNOR’S EXECUTIVE ORDER 99-4</td>
<td>25</td>
</tr>
<tr>
<td>18</td>
<td>HAZARDOUS MATERIALS – STATE RISK MANAGEMENT</td>
<td>28</td>
</tr>
<tr>
<td>19</td>
<td>MISCELLANEOUS</td>
<td>30</td>
</tr>
<tr>
<td>20</td>
<td>LAW TO GOVERN</td>
<td>30</td>
</tr>
<tr>
<td>21</td>
<td>WORK PACKAGES</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>EXHIBIT A-CMAR CONTRACT AND GENERAL CONDITIONS</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>EXHIBIT B-REQUIRED CONSULTANT FIELD ADMIN.</td>
<td>33</td>
</tr>
<tr>
<td></td>
<td>ATTACHMENT A- FEE PROPOSAL/HOURLY RATES</td>
<td>53</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN OWNER
AND
DESIGN PROFESSIONAL

THIS AGREEMENT is entered into as of this XXth day of XXXXXX, 200X, by and between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("Owner") and XXXXXX XXXXXXXXXXXXXXXXXXX, whose telephone number is XXXXXXXXXXXX and fax number is XXXXXXXXXXXX ("Design Professional" or "DP").

SECTION 1. PROJECT

1.1 Project Title:

1.2 Project Number:

1.3 Project Location:

1.4 Project Scope:

SECTION 2. DP's SERVICES AND RESPONSIBILITIES

2.1 General

2.1.1 Intent

Subject to any specific modifications, additions or deletions contained herein and/or attached hereto, the DP's Basic Services:

(i) shall be rendered in phases consisting of the pre-construction phase (which includes of the Program Development subphase, the Schematic Design subphase, the Design Development subphase and the Construction Documents subphase) and construction phase, which includes, among other activities, close out and occupancy actions;

(ii) include the actions of the DP described in this Agreement and the actions of the DP set forth in the CMAR Agreement and General Conditions (defined below). If there is any inconsistency between the provisions of this Agreement and the CMAR Agreement and General Conditions, the provisions of the CMAR Agreement and General Conditions shall be given effect;

(iii) shall support as necessary and be coordinated with the services of the CMAR (defined below) as described herein and in the CMAR Agreement and General Conditions; and

(iv) include (but are not limited to) complete architectural, landscaping, civil, structural, mechanical and electrical engineering services for each subphase of the pre-construction phase. The phases and subphases are to be performed in the sequence set forth in Section 2.2, and under no circumstances shall the DP proceed with the next phase or subphase of the Basic Services without prior written authorization from the Owner.
If the CMAR Agreement and General Conditions between the CMAR and the Owner have been executed prior to the date of this Agreement, a copy is in Exhibit A. If the CMAR Agreement and General Conditions are not executed as of the date of this Agreement, Exhibit A is a copy of Owner’s standard form of CMAR Agreement and General Conditions. Promptly after their execution, the CMAR Agreement and General Conditions between the CMAR and the Owner will be substituted for and will become Exhibit A to this Agreement for all purposes of this Agreement. If the actual CMAR Agreement and General Conditions differ from the Owner’s standard form, Owner will obtain approval by the DP of the differences before making the substitution.

2.1.2 Definitions

“CMAR” means the construction manager at risk for the Project selected by Owner or, if Owner terminates the CMAR Agreement with the original CMAR and elects to proceed with the construction-manager-at-risk method for the Project, any replacement CMAR selected by Owner or, if the Owner terminates the contract with a CMAR and elects to proceed using the design-bid-build method for the Project, it means the design-bid-build contractor selected by Owner.

“CMAR Agreement and General Conditions” means the Agreement Between Owner and Construction Manager at Risk and the General Conditions attached thereto executed by Owner and the CMAR or any replacement CMAR or, if the Owner terminates the contract with the CMAR and elects to proceed on a design-bid-build method, it means the contract and general conditions between the Owner and the design-bid-build contractor. The CMAR Agreement and General Conditions are sometimes referred to individually as the “CMAR Agreement” and the “CMAR General Conditions”.

“Contract Documents” are those documents listed or referred to in Article 2 of the CMAR Agreement, as they may be amended, modified, extended and renewed from time to time.

“Construction Documents” are the plans and specifications to be used to construct the Project. They are the Design Submission Documents that are (i) prepared by the Design Professional, (ii) approved by the Owner, (iii) reviewed by the CMAR as provided in Section 2.2.4.8 of the CMAR General Conditions, (iv) adjusted to the extent, if any, provided in Section 2.2.4.8 of the CMAR General Conditions, and (v) actually included in the bid packages for Subcontractors as provided in Section 2.2.4.8 of the CMAR General Conditions. Upon completion of these steps, these Design Submission Documents are hereby incorporated by reference into this Agreement and the Contract Documents. All amendments and modifications to the Construction Documents must be approved by the Owner in writing.

“Design Submission Documents” consist of the drawings and specifications prepared at specific phases of the design effort during the pre-construction phase by the Design Professional (including Program Development documents, Schematic Design documents, Design Development documents, and Construction Documents), estimates of Probable Construction Cost prepared by the Design Professional and estimates of Construction Costs and other documents prepared by the CMAR that are submitted for Owner’s approval for each phase of the Project design.

“Construction Costs” are the Costs of the Work for the construction phase of the Work. “Cost of the Work” consists of those items of the entire Work, which are paid for by the Owner to the CMAR and consists of the Pre-Construction Phase Services Fee and the Construction Costs.

“Probable Construction Cost” is an estimate of Construction Costs that is prepared by the DP and that is in the same format as the CMAR uses for its estimates of Construction Costs under the CMAR Contract and General Conditions.

“GMP Setting Drawings, Specifications, Assumptions and Clarifications” will have the meaning specified in Section 2.2.2.5 of the CMAR General Conditions.

“Guaranteed Maximum Price” or “GMP” is the amount that the CMAR guarantees (the sum
of the cost of the construction Work, Bidding Contingency, Construction Contingency and the CMAR’s
construction phase fee) to be the maximum amount due the CMAR for performance of all of the
construction Work as specified in the Construction Documents, which amount may be modified from
time to time by Change Orders and may be otherwise modified from time to time as provided in the
Contract Documents. All costs for performing the construction Work, which exceed the GMP and are
not authorized by Change Order, are to be paid by the CMAR and not the Owner. The procedure for
setting the GMP is in Section 2.2.2.5 of the CMAR General Conditions. The agreement between the
Owner and the CMAR on the GMP is based upon the GMP Setting Drawings, Specifications,
Assumptions and Clarifications.

“Project Budget” is the total cost to the Owner for the Project, including all sums to be paid to
or for the Design Professional, the Work, other consultants, furniture, fixtures, and equipment, site
acquisition, permit fees, management fees, and other incidentals required to achieve final completion of
the Project.

“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. The Project Criteria may
include conceptual documents, design criteria, performance requirements, and other Project specific
technical materials and requirements prepared by or for Owner.

“Punch List” are those minor items of Work identified and listed by Design Professional 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.

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

“Subcontractor” is any person or entity at any tier of relationship to CMAR who performs a
part of the construction Work, on or off site, directly on behalf of the CMAR, including any material men,
workers and suppliers, and shall include all employees, agents and authorized representatives of such
persons or entities.

“Substantial Completion” is the date on which the construction Work, or an agreed portion of
the construction Work, is sufficiently complete, as determined by the Design Professional’s issuance of
a Certificate of Substantial Completion, so that Owner can fully occupy and utilize the Project, or an
agreed upon portion thereof, for the purposes for which it is intended. Upon Substantial Completion, all
Work must be complete except for Punch List items.

“Final Completion” is defined as 100% completion of all construction Work noted in or
reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all
record and close-out documents specified in Owner’s Project specifications and Owner training/start up
activities.

“Work” is all activities by the CMAR required by the Contract Documents, including, without
limitation, activities during the pre-construction phase and during the construction phase. The
construction phase activities include procuring and furnishing all materials, equipment, services, and
labor reasonably inferable from the Contract Documents or from prevailing trade usage and custom.

“Work Package” is a segment of the construction Work. This term is operative in the Contract
Documents only if the Owner has determined to divide the construction Work into Work Packages as
provided in Section 21 of this Agreement. The number of Work Packages, the contents of each Work
Package and other matters relating to Work Packages are determined in accordance with that Section
21.

2.1.3 Cooperation
Owner and Design Professional commit, at all times, to cooperate fully with each other and with the CMAR and others
involved in the Project and to proceed on the basis of trust, confidence, and good faith to permit each party to
this Agreement to realize the benefits afforded under this Agreement, which benefits include the satisfactory and
timely completion of the Project and performance of all obligations required by this Agreement.

The Owner, Design Professional, and CMAR will meet after execution of this Agreement and the CMAR
Agreement and General Conditions to discuss issues affecting the administration of the Project and to
implement procedures to permit the Owner, the Design Professional, and the CMAR to perform their obligations
under this Agreement and the CMAR Agreement and General Conditions. Among other matters to be covered
at this meeting, the Owner, the Design Professional and the CMAR will work out procedures for efficient
interaction among them during the pre-construction phase so that each of the Design Professional, the CMAR
and the Owner can perform efficiently and in a cooperative and mutually supportive manner the activities,
functions and obligations contemplated by this Agreement and the CMAR Agreement and General Conditions.
Among other subjects to be covered by the procedures will be:

(i) Arrangements for collaboration between the DP and the CMAR in preparing Design Submission Documents
    for the Program Development, Schematic Design, Design Development and Construction Documents
    subphases and in submitting each set of Design Submission Documents to the Owner for review and for
    comments by the Owner. Also, arrangements for group discussions by DP, CMAR and Owner of the Design
    Submission Documents;

(ii) Arrangements that encourage frequent informal interaction among the DP, the Owner and the CMAR during
    the pre-construction phase, especially between submissions of Design Submission Documents under item
    (i), including among other activities, the DP asking constructability or other questions to the CMAR and
    otherwise obtaining the benefit of the CMAR’s construction knowledge and experience and the DP using
    that information in its design work on the Project.

(iii) A schedule for the activities of the CMAR, the Owner and the Design Professional during the pre-
    construction phase.

(iv) A review of key contract provisions, schedule coordination concerns, procedures for paperwork processes,
    and any other items of importance based on the Project’s specific attributes.

In addition, at the initial meeting, the Owner and the CMAR with assistance from the Design
Professional will develop the procedures for pre-qualification of Subcontractors to bid on the bid packages under
Section 2.2.4 of the CMAR General Conditions.

The Design Professional shall cooperate fully with the Owner and the CMAR in the design and
construction of the Project and keep the Project within the Owner’s Project Budget and schedule limitations.
The CMAR, the Owner, and the Design Professional, called the “Construction Team”, shall cooperatively work
together during all phases of the Project in which they are involved to achieve timely completion of the Project
within Owner’s Project Budget. The CMAR shall provide leadership to the Construction Team during the pre-
construction phase for all cost, schedule, or alternative systems issues and on all matters relating to
construction.

The Design Professional shall record and distribute minutes of each meeting during the pre-construction
phase and the construction phase of the Project attendees within three (3) business days of such meetings.

The Design Professional shall provide reasonable cooperation to the CMAR in the CMAR’s development
of its estimates of Construction Costs and its Guaranteed Maximum Price.

The Design Professional shall evaluate the Owner’s preliminary Project Budget with the assistance of
the CMAR. The Owner shall furnish the DP with the amount within the Owner’s Project Budget available for the
construction Work. The DP’s estimates of Probable Construction Costs shall not exceed this amount. The
amount within the Owner’s Project Budget available for construction Work may be revised only by an Owner approved written modification of this Agreement.

If the Owner elects “partnering” for the Project, another subject to be covered in the initial meeting will be development of partnering procedures for the pre-construction phase and the construction phase of the Project. Partnering is a mutual effort by all the parties involved in a Project to cooperate and coordinate efforts in order to achieve the final result. Partnering requires that all parties use their particular expertise for the mutual benefit of all, rather than for the benefit of the one. Partnering requires flexibility, the ability to appreciate the positions of the other parties and to make compromises for the benefit of all. Partnering will be implemented by the utilization of a formal partnering process developed as described above and presented in a separate workshop attended by the CMAR, the Owner, the Design Professional and their key participants. Follow up sessions will occur every three (3) months or as mutually agreed to ensure that all commitments are updated and being followed by all parties. The cost of this partnering effort during the pre-construction phase and the construction phase will be shared equally by the CMAR, Owner, and Design Professional.

At the commencement of the construction phase of the Work, Owner, CMAR and the Design Professional will have another meeting to review cooperation and, if applicable, partnering during the construction phase and to establish procedures for the construction phase of the Work, including, among other matters, handling of submittals and Owner Site activities schedules. Such cooperation during the construction phase shall include, among other matters, weekly progress meetings scheduled and conducted by the CMAR at which the Owner, Design Professional, and CMAR can discuss jointly such matters as procedures, progress, actual problems, potential problems, fixes to and limits on actual problems and ways to avoid, limit or fix potential problems. Owner, Design Professional and CMAR will contribute their good faith efforts in such discussions to finding ways (i) to complete the Project within the Contract Time(s) and within the Guaranteed Maximum Price, (ii) to limit and fix actual problems, and (iii) to avoid, limit or fix potential problems. None of such discussions shall affect or impair the respective rights, responsibilities and obligations of Owner and CMAR under the Contract Documents.

2.2 Phases

2.2.1 Pre-construction Phase

2.2.1.1 Program Development Subphase

2.2.1.1.1 During all subphases of the Pre-construction Phase, the DP shall schedule and attend project meetings as deemed necessary by the Owner.

2.2.1.1.2 The DP shall review the Owner’s Project Criteria to ascertain the basic requirements for the Project, including but not limited to the following criteria: (a) identified units of facility need; (b) projected enrollment or activity; (c) references to relevant standards appropriate to comparable institutions; (d) discussion of locational determinants; (e) projected utilization for any classrooms or teaching laboratories; (f) estimated net-to-gross ratios; and (g) specified special physical requirements affecting cost.

2.2.1.1.3 After reviewing the Facilities Program, the DP shall meet with the Owner and identified facilities users to gain an in depth understanding of Project needs and provide initial feedback to all attendees.

2.2.1.1.4 The DP shall prepare an Architectural Program for review by the Owner and the CMAR and for the Owner’s approval, which expands and defines the Facilities Program. Such program shall include all site conditions affecting the Project.

2.2.1.1.5 The Architectural Program shall consist of a detailed written report on the following subject matter:
8

(1) Required size, use, occupancy, finishes, and furnishings/equipment requirements for all spaces;
(2) Required relationships of spaces to other spaces;
(3) Required utility services and other infrastructure needs for all spaces and investigations into available utilities;
(4) Environmental requirements for all spaces;
(5) Traffic/circulation requirements within and without the building and building service requirements;
(6) Tabulation of all net assignable areas;
(7) Explanation of probable required non-assignable spaces;
(8) Calculation of probable gross building area(s);
(9) Code analysis;
(10) Site analysis, including utilities, circulation, service, orientation, adjacent structures, etc.; and
(11) An Estimate of Probable Construction Cost based on the foregoing.

2.2.1.2 Schematic Design Subphase

2.2.1.2.1 The DP shall review the Architectural Program with the Owner and the CMAR, solicit and receive comments and recommendations from the CMAR and the Owner, confirm the Owner's and the CMAR's understanding of the subject matter, determine any additional, modified or alternative requirements, and obtain the Owner's approval.

2.2.1.2.2 The DP shall provide the Owner with a preliminary evaluation of the requirements of the Project in light of the Owner's Program Budget.

2.2.1.2.3 The DP shall review with the Owner and the CMAR alternate methods and approaches to the design and construction of the Project and recommend an approach and jointly decide with the Owner and the CMAR the method best suited to the Owner's requirements and the Project.

2.2.1.2.4 The DP shall have the right to rely upon surveys, soil test reports, tests and other information obtained by the Owner. However, the DP shall carefully examine all surveys, soil test reports, other reports, tests and other information whether obtained by the DP or the Owner. The DP shall promptly report to the Owner any errors, omissions or inadequacies in such surveys, soil test reports, other reports, tests and other information of which the DP becomes aware as a result of such examination or otherwise and of any disagreement the DP may have with the conclusions of such surveys, soil test reports, other reports, tests and other information. The DP and its Consultants shall make themselves available to the soils engineer and any other person retained by Owner to prepare any surveys, soils test reports, other reports, tests or other information.

2.2.1.2.5 Based upon the Architectural Program, the discussions with the Owner and the CMAR, the amount within the Owner’s Project Budget available for costs of the construction Work, the surveys soils test reports, other reports, tests and other information provided by the Owner under Section 2.2.1.2.4, the DP shall prepare Schematic Design Documents (SDDs), which will consist of drawings and other documents depicting the scale and relationship of Project components, for review with the Owner and the CMAR and for the Owner's approval.

2.2.1.2.6 The Schematic Design Documents (SDDs) shall consist of at least the following:

(1) Preliminary architectural site plan,
(2) Survey of site conditions pursuant to Subsection 5.3.1,
(3) Report on subsurface investigations pursuant to **Subsection 5.3.2**.

(4) Structural plan(s) showing proposed bay arrangements, materials:
   (a) Typical interior framing details, showing intended materials,
   (b) Typical exterior framing details,
   (c) Typical column/foundation schedule,
   (d) Vibration isolation review, and
   (e) Section(s).

(5) Schematic floor plans:
   (a) New work, all floor levels,
   (b) Remodeled areas of existing structures, if any, including demolition, and
   (c) Existing building drawings for remodeled areas.

(6) Exterior elevations,

(7) Diagrammatic building sections,

(8) Typical wall sections to show materials, relationships, and construction intent,

(9) Typical key architectural details,

(10) Room material and equipment outline,

(11) Schematic narrative of design rationale, proposed construction, code analysis, structural systems,

(12) Preliminary mechanical equipment room layouts (major equipment only),

(13) Preliminary one-line HVAC duct layouts and/or preliminary mechanical piping diagram,

(14) Preliminary one-line electrical distribution diagrams,

(15) Preliminary draft of Project Manual including outline specifications,

(16) Narrative descriptions of proposed alternative mechanical, electrical and special systems,

(17) Estimate of Probable Construction Cost based on the foregoing, with area breakdowns (net and gross) and analysis, and

(18) Communications and data transmission system infrastructure.

2.2.1.2.7 The DP shall reconcile the estimate of Probable Construction Cost provided by DP under **Section 2.2.1.2.6** with the estimate of Construction Costs as developed by the CMAR and with the amount within Owner’s Project Budget available for costs of construction Work. Design Professional and CMAR shall complete the reconciliation not later than seven (7) days after completion of both estimates. This reconciliation shall provide an estimate no greater than the amount within Owner’s Project Budget available for costs of construction Work before the Design Development subphase under **Section 2.2.1.3** may begin.

2.2.1.3 Design Development Subphase

2.2.1.3.1 Based on the Schematic Design Documents (SDs) and any amendments approved by the Owner in the Architectural Program or the Project Budget, the DP shall prepare Design Development Documents (DDs) for review with the Owner and the CMAR and for the Owner’s approval. The Design Development Documents shall consist of drawings and other documents to delineate and define the general design of the entire Project, including size and character of architectural, structural, mechanical and electrical systems, materials, and any other Project elements as may be appropriate.

2.2.1.3.2 The Design Development Documents shall consist of at least the following:
1. Site survey and annotated survey to show items for demolition, removal or relocation,
2. Site plan:
   a. Final contours/grading,
   b. Paving, sidewalk, curb, fence, parking and other site improvements (showing location and overall dimensions), and
   c. Retaining walls and details.
3. Foundation plans:
   a. Footing and foundation sizes, reinforcing, elevations,
   b. Below grade concrete wall thickness, and
   c. Waterproofing, damp-proofing, drainage - standard details, types.
4. Structural framing plans, including:
   a. Horizontal and vertical member size, sample reinforcing,
   b. Typical floor and roof construction details, thicknesses,
   c. Typical exterior wall supports, bracing, ties, reinforcing,
   d. Lateral bracing methods, location,
   e. Fireproofing - NFPA designation,
   f. Vibration isolation or other special details, and
   g. Design live and dead loads tabulated for all floors, areas, and roofs.
5. Exterior wall elevations, all plans,
6. Typical wall sections,
7. Typical roofing and sheet metal details,
8. Floor plans, all levels and roofs:
   a. Partition type identification,
   b. Smoke and fire compartmentation,
   c. Built-ins and fixed equipment shown and noted, and
   d. 1/4” scale furniture and movable equipment layouts, for ALL spaces.
9. Stair and elevator details, types,
10. Room finish and door schedule for typical areas/spaces,
11. Miscellaneous specialties and equipment schedule,
12. Fixed equipment schedule, locations, service requirements,
13. Plumbing work plans:
   a. Fixture schedule, locations,
   b. Equipment schedule, locations,
   c. Waste and vent riser diagram with types, locations, key sizes, and
   d. Water piping, locations (sizes for pipes larger than 1”).
14. Roof drainage system, locations, key sizes,
15. Fire protection systems,
16. Mechanical systems:
   a. Equipment schedule, locations, sizes, types,
   b. Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams, and
   c. Equipment connections and supports - standard details.
17. HVAC piping, locations (sizes for pipes larger than 1”),
18. Power distribution diagram:
   a. Power distribution equipment schedule, locations,
   b. Feeder sizes,
   c. Emergency generator size, locations,
   d. Uninterruptible power supply equipment size, locations if required, and
   e. Grounding - standard details (DP).
(19) Interior lighting and power, plans and details:
   (a) Fixture and switch locations with identification,
   (b) Typical receptacle and power outlet locations, and
   (c) Special requirements noted.
(20) Motor control schedule with starter and circuit sizing,
(21) Communication, data transmission and alarm systems,
(22) Proposed cash allowances,
(23) Current update of Project Manual,
(24) Description of proposed alternates and cost estimates for each, and
(25) Estimate of Probable Construction Cost based on the foregoing, with area breakdowns (net and gross) and analysis.

2.2.1.3.3 The DP shall work in a collaborative manner with the CMAR in developing items defined in Section 2.2.1.3.2. If cooperative agreement is not attainable, the Owner representative will make the final determination on material types and detail determinations.

2.2.1.3.4 The DP shall reconcile the DP’s estimate of Probable Construction Cost under Section 2.2.1.3.2 with the estimate of Construction Costs as developed by the CMAR and with the amount within Owner’s Project Budget available for costs of the construction Work. Design Professional and CMAR shall complete the reconciliation not later than seven (7) days after completion of both estimates. This reconciliation shall provide an estimate no greater than the amount within Owner’s Project Budget available for costs of construction Work before the Construction Documents subphase under Section 2.2.1.4 may begin.

2.2.1.4 Construction Documents Subphase

2.2.1.4.1 Based upon the approved Design Development Documents (DDs) and any further amendments of any kind approved by the Owner, the DP shall prepare detailed Construction Documents (CDs) setting forth the requirements for the construction of the entire Project, including complete Drawings, Specifications, a revised estimate of Probable Construction Cost, and complete bid packages for the CMAR’s use for each portion of the Work to be bid separately and, if the Work is to be done in Work Packages, complete sets of bid packages for each Work Package. The DP must be aware of, and conform with, the order of precedence provisions contained in the CMAR Agreement and General Conditions. The Construction documents are subject to review by the Owner and the CMAR and to approval by the Owner.

If the GMP has been agreed by Owner and CMAR as provided in Section 2.2.2.5 of the CMAR General Conditions before completion of the Construction Documents, the Construction Documents will be the Design Submission Documents that will be used in the Subcontractor bid packages as provided in Section 2.2.4.8 of the CMAR General Conditions and therefore the Construction Documents will be subject to review by CMAR as provided in that section.

2.2.1.4.2 All drawings and specifications included in the Construction Documents shall bear the dated signature and seal of the DP. Except as expressly provided, the DP and his Consultants shall be fully responsible for all design provided under this Agreement.

2.2.1.4.3 The DP shall file all documents and obtain all approvals required for design approval by governmental authorities having jurisdiction over the Project and/or designated by the Owner. The Owner will sign applications and pay applicable fees. The DP shall also assure that the Project meets all applicable statutory requirements for public buildings.
2.2.1.4.4 The DP shall be responsible for and shall indemnify, hold harmless and
if elected by Owner, defend the Owner, the Arizona Board of Regents, and the State of Arizona
from and against any and all claims, demands, losses, damages, liabilities, costs and
expenses arising or resulting from any errors or omissions in the documents prepared by DP
for Owner ("Errors and Omissions Amounts").

The DP acknowledges that errors and omissions or either in the documents prepared by DP
can result in claims, demands, losses, damages, liabilities, costs and expenses for the Owner
and the others named above. The Owner acknowledges that no set of documents can be
completely free from errors and omissions. Therefore, notwithstanding the assignment of
responsibility to the DP and the DP’s agreement to indemnify and defend above, the Owner and
the others named above agree to absorb and agree to not make a claim against the Design
Professional for Errors and Omissions Amounts selected by Owner up to an aggregate amount
equal to two percent (2%) of the actual costs to Owner of the Construction Costs ("Owner’s
Share of Errors and Omissions Amounts"). The Design Professional shall be responsible
and shall indemnify and defend as provided above for any and all Errors and Omissions
Amounts in excess of the Owner’s Share of Errors and Omissions Amounts.

Owner shall deliver to DP a statement of the amount that is two percent (2%) of the
Construction Costs and a list of Errors and Omissions Amounts that, Owner has absorbed or
will absorb in whole or in part.

The DP acknowledges and agrees that review, comment on or approval by the Owner and
involvement of the CMAR and the Owner during the preconstruction phase (including, without
limitation, recommendations by the CMAR or Owner as to the design), in no way relieves the
Design Professional of the responsibility described above. The DP and the Owner will
cooperate in the resolution of all matters covered by this Section 2.2.1.4.4 so as to minimize
any detrimental impact upon the Project. However, such cooperation shall not be deemed a
waiver of any rights the Owner may have relating to the DP. Any disputes between the DP and
the Owner will be resolved in accordance with Arizona Board of Regents Policy 3-809(C), as
amended and superseded, which shall be the parties sole remedy.

2.2.1.4.5 The DP acknowledges and agrees that the contractual obligations of the
DP under Section 2.2.1.4.4 are in addition to the DP’s responsibility and liability under
applicable law and not a substitute for or waiver of such responsibility and liability. In addition,
the agreement by Owner and others in Section 2.2.1.4.4 to absorb the Owner’s Share of
Errors and Omissions Amounts (i) shall apply only to the contractual obligation by the DP
under Section 2.2.1.4.4 to be responsible to indemnify and to defend as to Errors and
Omissions Amounts, and (ii) shall not affect or impair the responsibility and liability of the DP
under applicable law for errors or omissions in the documents provided Owner by DP.
However, to be consistent with the limitation on DP’s responsibility for Errors and Omissions
Amounts in Section 2.2.1.4.4, the Owner agrees to absorb and agrees to not make a claim
under applicable law of responsibility and liability of the Design Professional for the Owner’s
Share of Errors and Omissions Amount. The Design Professional shall be responsible and
liable as provided in applicable law for any and all Errors and Omissions Amounts in excess of
Owner’s Share of Errors and Omissions Amount.

2.2.1.4.6 Acceptance by the Owner of the documents provided to it by DP and
the DP’s estimates of Probable Construction Cost shall not relieve DP from any responsibility
for errors or omissions nor from any duties to indemnify and hold the Owner and others
harmless, nor from any other obligation of DP under this Agreement or under applicable law.
In addition, involvement of the Owner and the CMAR in the design development and adoption by
the DP of any recommendations by the Owner or CMAR into the DP’s design will not relieve
the DP from any responsibility for professional errors and/or omissions nor from any duties to
indemnify and hold the Owner harmless or from any other obligations of the DP under this
Agreement or under applicable law.
2.2.1.4.7 The DP agrees that it shall have the same legal responsibility to the Owner as the Owner has, or may have, to others arising out of, or resulting from, any acts or omissions of the DP.

2.2.2 Miscellaneous Design Professional Obligations

2.2.2.1 The services to be furnished by the DP for the Pre-construction Phase under the Program Development subphase, Schematic Design subphase, Design Development subphase, and Construction Document subphase shall be rendered in the same sequence as they appear in this Agreement. The DP shall receive the Owner's written approval of a subphase prior to proceeding into the next subphase.

2.2.2.2 If the Owner requests advice from the DP, the DP will advise the Owner on selection of the CMAR. If the Owner and the CMAR discuss pre-qualification of Subcontractors and the Owner requests advice from the DP, the DP shall advise the Owner on the acceptability of Subcontractors proposed by the CMAR.

2.2.2.3 If at any time either the CMAR's estimate of Construction Costs or the DP's estimate of Probable Construction Costs (after the prescribed reconciliation process) exceeds the amount within Owner's then current Project Budget available for costs of the construction Work, or if the CMAR's proposed GMP exceeds the sum of (i) the amount within Owner's then current Project Budget available for costs of the construction Work and (ii) the CMAR's pre-construction phase services fee, the DP shall at no cost to the Owner:

(i) Revise all or any part of the Project drawings, specifications or both as the Owner may deem advisable for the purpose of reducing the cost of the construction Work to within the amount available for costs of construction Work in the Project Budget.

(ii) Perform any or all of the services described above as may be necessary to obtain (i) a CMAR estimate of Construction Costs not exceeding the amount within Owner's current Project Budget available for costs of the construction Work, and (ii) a GMP not exceeding the amount within Owner's then current Project Budget available for costs of the construction Work.

2.2.2.4 Based on the Construction Documents approved by the Owner, the DP will do the following in connection with the CMAR's bid process for selecting Subcontractors:

(i) Prepare complete bid packages for the CMAR's use for each portion of the Work to be bid separately and, if the Work is done in Work Packages, complete sets of bid packages for each Work Package;

(ii) If and to the extent Owner has given its prior approval, provide written interpretations and clarifications of the Construction Documents requested by the CMAR or any potential bidder; and

(iii) Provide such other reasonable assistance to the CMAR as the CMAR and Owner request.

2.2.2.5 Award of the CMAR Contract and approval of the GMP will be made solely by the Owner. Award of the CMAR subcontracts will be made solely by the CMAR.

2.2.2.6 If at any time the Owner terminates the CMAR Contract for convenience or otherwise, the Owner will have the right to continue the Project on a construction manager at risk basis and the DP will perform its services under this Agreement with the Owner and any substitute CMAR.
2.2.2.7 In addition to its rights under Section 2.2.2.6, after any termination of any CMAR contract the Owner will have the right to proceed with the Project on a design-bid-build basis in which event the DP will provide the pre-construction phase services under this Agreement without participation of a CMAR and upon completion of the Construction Documents and their approval by Owner will proceed as follows. In any such case, each reference in this Agreement to the CMAR will be deemed to be a reference to the construction contractor under the design-bid-build method.

2.2.2.7.1 If multiple general contracts have been approved by the Owner for the Project, the DP shall prepare bid documents for prospective bidders.

2.2.2.7.2 Based on the Construction Documents approved by the Owner, the DP shall administer the advertising and distribution to prospective bidders.

2.2.2.7.3 Before bid documents are made available to prospective bidders, the DP shall prepare and submit to the Owner a prebid progress construction schedule in form appropriate to the size, complexity and scope of the Project, to show the major completion milestones required by the Owner. The incorporation of this prebid progress construction schedule into the bid documents will be determined only after consultation with the Owner and approval by the Owner.

2.2.2.7.4 The DP and the Owner will hold a prebid conference, and the DP shall prepare an agenda appropriate to the size, complexity and scope of the Project. The DP shall also render and deliver to Owner any requested interpretations, clarifications or Addenda in written form.

2.2.2.7.5 The DP shall prepare and distribute all Owner-approved interpretations, clarifications or addenda in a manner that will ensure and document receipt by prospective bidders prior to the public bid.

2.2.2.7.6 If requested by the Owner, the DP shall assist the Owner at the public bid by opening, recording and/or certifying bids received.

2.2.2.7.7 The DP shall assist the Owner as requested to review all bids for reasonableness of the bid price, clerical errors, bidder responsiveness and bidder qualifications and shall recommend to the Owner the lowest responsible and responsive bidders.

2.2.2.7.8 The DP shall conduct pre-award conferences with successful bidders; assist the Owner in preparing construction contracts and obtaining full execution thereof and advise the Owner on the acceptability of Subcontractors proposed by contractors.

2.2.2.7.9 Award of the contract for construction will be made solely by the Owner.

2.2.2.7.10 In the event the base bid(s) of the lowest responsible and responsive bidder(s) exceed the Owner's current budget for construction cost, the DP shall at no cost to the Owner:

(i) Revise all or any part of the drawings and/or specifications of the Project that the Owner may deem advisable for the purpose of reducing the project cost to within the budget.

(ii) Perform any or all of the services described above as may be necessary to obtain a bid(s) not exceeding the Owner's current budget for construction cost.
2.2.2.7.11 In the event that Owner engages a construction manager-agent in connection with the Project after the Owner decides to proceed on a design-bid-build basis, the CM-A will participate in the steps described in this Section 2.2.2.7 in a manner prescribed by Owner and the role of the DP will be adjusted accordingly.

2.2.3 Construction Phase

2.2.3.1 The construction phase and the pre-construction phase are not mutually exclusive. The construction phase may begin before all activities in the pre-construction phase are completed. This will be the case if the Project is divided into Work Packages and may be the case when the project is not divided into Work Packages. Regardless of when the construction phase begins, DP will remain obligated to complete all actions included in the pre-construction phase.

2.2.3.2 The pre-construction phase will end only after (i) approval by Owner of the Construction Documents and (ii) either (A) in the case of a CMAR, all Subcontractor bids have been accepted by the CMAR for the entire construction Work and CMAR has entered into contracts with all Subcontractors, or (B) in the case of design-bid-build, the Owner has entered into a construction contract for the entire construction Work.

2.2.3.3 The construction phase will commence upon issuance by Owner of the notice to proceed with the construction under Section 5.2 of the CMAR Agreement, or, if the Owner elects to proceed on a design-bid-build basis, execution of the construction contract. For purposes of this Agreement, the construction phase shall end sixty (60) days after the final inspection and acceptance of the entire Project, unless otherwise directed by the Owner.

2.2.3.4 The DP shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and the CMAR Agreement and General Conditions, unless otherwise modified in writing. The DP shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, for the acts and/or omissions of the CMAR, any design-bid-build contractor, any Subcontractor, or any other persons performing any of the construction Work.

2.2.3.5 There will be a construction phase conference as described in Section 2.1.

2.2.3.6 The DP shall attend weekly progress meetings, to address and resolve such matters as procedures, scheduling problems, work deficiencies, submittals, Requests For Information (RFIs), and/or other matters relating to the completion of the Project in accordance with the Construction Documents. Special on-site meetings shall be held as requested by the Owner or deemed necessary by the DP. The DP shall record and distribute written minutes to all attendees and the Owner and the CMAR within three (3) business days after each regular meeting and any special meeting.

2.2.3.7 The DP shall review the proposed Schedule of Values submitted by the CMAR, and provide a written evaluation to the Owner. The DP shall seek to protect the Owner from front-end loading or unbalanced pricing, or both, by the CMAR.

2.2.3.8 The DP shall make weekly visits to the site, unless otherwise specified by the Owner, to be knowledgeable about the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Construction Documents. On the basis of these on-site observations, the DP shall keep the Owner informed of the progress of the Work and endeavor to guard the Owner against defects and deficiencies in the Work and failure of the Work to conform with the Construction Documents. Field administration and observation of the Work shall include the DP's Consultants in the fields of architectural, structural, mechanical, electrical, site and other engineering fields. The DP shall require each Consultant to provide such field administration and observation as required in Exhibit B attached hereto and incorporated herein by reference or such schedule as the Owner may require during the construction phase. Weekly progress reports, including an analysis of
the quality, and progress of the Work and anticipated delays, shall be submitted by the DP to the Owner during the Construction Administration Phase. DP shall advise the CMAR of any anticipated delays reported to Owner. Said reports shall be based on the personal first hand observations by DP, its staff, and it’s Consultants.

2.2.3.9 Based on the CMAR's Payment Applications, the Schedule of Values, and the DP's site visits, the DP shall determine the amounts payable to the CMAR and shall certify progress for payments within seven (7) days after receipt of the CMAR's Payment Applications. Certificates for Payment will be issued only for Work that has actually been performed in accordance with the Construction Documents. Within seven (7) days after receipt of the CMAR's Payment Applications, the DP shall specify in writing any reasons for withholding Certificates for Payment, in full or in part, as set forth in the CMAR Agreement and General Conditions. The DP shall also maintain a record of any types of encumbrances or claims made by Subcontractors and advise the Owner of such encumbrances or claims.

2.2.3.10 The DP shall be the initial interpreter of the requirements of the Construction Documents. The DP shall render written interpretations within seven (7) calendar days of receipt of any written request from the Owner or the CMAR. The interpretations shall be consistent with the intent of and reasonably inferable from the Construction Documents.

2.2.3.11 Within seven (7) calendar days following receipt of written notice of a claim or controversy between the Owner and the CMAR, the DP shall either request additional information from the Owner and/or CMAR regarding their position on the claim or issue an initial written determination. If the DP requests additional information as set forth herein, the DP shall issue an initial written determination within seven (7) calendar days after the DP receipt of such information.

2.2.3.12 The DP shall review and approve Submittals, Shop Drawings, Product Data, Samples, and other required submissions of the CMAR. Such submissions shall be approved only if they are in conformance with the design concept of the Project and in full compliance with Construction Documents. Submissions of CMAR shall be acted on and returned to CMAR within ten (10) days of receipt. For complex submittals, the DP will have two ten (10) day review cycles. If review and approval are not timely, the DP shall notify the CMAR or CMAR and the Owner in writing stating the reason for the delay. Resubmittal shall be acted on and returned to the CMAR within ten (10) days, except on complex submittals with significant deficiencies, wherein the submittal turnaround time shall be two ten (10) day review cycles.

2.2.3.13 The DP shall review and analyze all requests for Change Orders including any documents offered to substantiate such requests. The DP shall fully evaluate the merit and requested costs related to each Change Order request, submit timely written recommendations to the Owner, assist the Owner in negotiations and prepare and issue those Change Orders approved by the Owner.

2.2.3.14 The DP shall assure that no changes in the Construction Documents are made by any person without prior written consent of the Owner. The DP may approve and direct minor changes in the Construction Documents not affecting the Project value, the Contract Time(s), or the GMP or, if the Owner has terminated the CMAR and elected to proceed on a design-bid-build basis, the Contract Price, but shall inform the Owner in writing in advance of such approvals or directions.

2.2.3.15 The DP shall reject Work which, in the DP’s opinion, does not conform to the Construction Documents, including applicable codes, statutes, or local or national standards, and shall notify the Owner and CMAR of the reasons for rejection. Prior to ordering or directing any special inspections or testing, to confirm conformity of Work to the Construction Documents, the DP must obtain prior written approval of the Owner. The DP has authority to direct the CMAR to uncover portions of the Work, as provided in the CMAR Agreement and General Conditions.

2.2.3.16 If the CMAR refuses or fails to prosecute Work, or any part thereof, with such diligence as will ensure its completion within the Contract Time(s) or any extension thereof, or fails to
complete the Work within the Contract Time(s), or refuses to correct defective Work or Work that does not conform to the Construction Documents, the DP shall immediately notify the Owner upon the DP becoming aware of the situation and the DP shall consult with the Owner to resolve design issues, if any, involved in the situation.

2.2.3.17 Upon notification by the Owner, the DP shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive, review, certify for correctness, and completeness, and transmit to the Owner all manuals, warranties, "as-built" drawings, "as-built" schedules, spares, and other items to be furnished by the CMAR under the Contract Documents, and issue the Certificate for Final Payment.

2.2.3.18 Prior to Final Payment to the CMAR, the DP shall review all outstanding claims which have not been settled and shall prepare a written report outlining the background and status of such claims, including the details of DP’s analysis to date, and making recommendations as to the ultimate disposition of each claim.

2.2.3.19 The DP shall perform all other responsibilities necessary to carry out the general intent and specific provisions of this Agreement and to fulfill the DP’s role under the CMAR Agreement and General Conditions, or to obtain the full compliance by the CMAR with the CMAR Agreement and General Conditions.

2.2.3.20 If the Owner furnishes keys to the DP to provide access to Owner’s property, the DP shall assure that no such keys are duplicated, and shall return all such keys upon request of the Owner or prior to receipt of final payment, whichever is earlier. If the DP fails to return all keys furnished to it, the DP shall be responsible for and shall pay all costs (including materials and labor of Owner’s personnel or others) associated with rekeying (removal of tumblers and insertion of new tumblers) or replacement of old locks which could be opened with keys furnished to the DP, and the parties agree that such cost may be deducted in full or in part from any funds remaining to be paid under the terms of this Agreement with any balance due immediately from the DP to the Owner.

2.2.3.21 The extent of the duties, responsibilities and limitations of authority of the DP as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner and the DP, which consent of the DP shall not be unreasonably withheld.

2.2.3.22 Other services: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

SECTION 3. ADDITIONAL SERVICES

3.1 The following additional services shall be provided only when authorized by the Owner in writing in advance of performance and shall be paid for by the Owner in addition to the DP’s Compensation for Basic Services.

3.1.1 Providing financial feasibility or other special studies.

3.1.2 Providing services relative to future facilities, systems, and equipment, which are not intended to be constructed during the Construction Administration Phase.

3.1.3 Providing interior design and all other similar services required for or in connection with the selection, procurement or installation of movable furniture, furnishings, and related equipment if not expressly contemplated by this Agreement.

3.1.4 Providing consultation concerning replacement of any work damaged by fire or natural causes or forces majeure during construction.

3.1.5 Retaining services of a competent surveyor or engineer to provide any special inspections or tests, as required by code or prudent practice, during the Construction Administration Phase.
3.1.6 Providing extraordinary services made necessary by the default of the CMAR.

3.1.7 Providing assistance required by the Owner in judicial, quasi-judicial, administrative, or legislative hearings or proceedings arising out of the design and/or construction agreement(s) when such proceedings do not relate in any way to the actions or omissions of the DP.

3.2 If the Owner and the DP agree on more extensive representation at the Site than is described in Section 2, the DP shall provide one or more full-time Project Representatives. Such full-time Project Representatives shall be selected, employed and directed by the DP, and the DP shall be compensated for such services as mutually agreed in writing between the Owner and the DP.

3.3 Any full-time Project Representatives or replacements shall be subject to prior approval by the Owner. The Owner reserves the absolute right to reject or require replacement of any Project Representatives.

3.4 The DP shall not engage, contract with or use the services of any special Consultants, without obtaining the prior written approval of the Owner. The DP shall submit to the Owner for its approval a proposal of the scope of services to be provided by each such special Consultant, with the latter's acknowledgment thereof. No provision of this Agreement and no approval by the Owner of the scope of services to be provided by the Consultants shall be construed as an agreement between the Owner and any Consultant of the DP or in any way affect the responsibilities of the DP hereunder. Unless otherwise agreed to in writing by the Owner, the fees of any special Consultants retained by the DP shall be deemed covered by the Basic Compensation to be paid by the Owner to the DP.

SECTION 4. REIMBURSABLE EXPENSES

4.1 All services, travel, and supplies necessary or useful to the DP in carrying out this Agreement are included in the Basic Compensation for Basic Services and shall not be separately reimbursable unless specifically identified and approved by the Owner in writing in advance of being incurred.

SECTION 5. OWNER’S RESPONSIBILITIES

5.1 The Owner will provide information regarding requirements for the Project including budget information and, unless otherwise agreed, a conceptual Facilities Program. The DP shall notify the Owner in writing if the DP requires additional information and of any information provided by the Owner which the DP believes to be unclear or insufficient for the successful completion of the Project. The Owner will designate a representative to act on its behalf with respect to the Project.

5.2 If the Owner should observe or otherwise become aware of any fault or defect in the Project or non-conformity with this Agreement or the Contract Documents, Owner will give prompt written notice thereof to the DP and the CMAR.

5.3 Unless otherwise agreed by the Owner and the DP, the Owner shall retain surveyors, engineers, or other Consultants in connection with the following items, provided such information is specifically requested by the DP or the Owner.

5.3.1 Survey of Existing Site Conditions. A complete and accurate survey of the building site and existing improvements including but not limited to the grades and lines of streets, pavements, and adjoining properties, contours of the building site, and full information as to sewer, water, gas, electrical service, telephone lines, or other utilities.

5.3.2 Report on Subsurface Investigations. Professional recommendations regarding local conditions accompanied by test borings, or test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion, and resistivity tests including necessary operations for determining subsoil, air and water conditions, and chemical, mechanical, laboratory or other tests.

5.3.3 All other tests required by mutual agreement between the Owner and DP upon recommendation by the DP.
5.3.4 The Owner shall deliver to the DP a copy of the surveys, reports, tests, and any other information described in this section.

5.4 Approval by the Owner wherever required shall not relieve the DP of responsibility (i) for errors and omissions as stated in Section 2.2.1.4.4 and as set forth in applicable law, or (ii) for compliance with the Construction Documents, the Contract Documents and this Agreement.

SECTION 6. CONSTRUCTION COSTS

6.1 Construction Costs are the total cost of all labor, materials, services, equipment and supplies necessary to perform the construction Work in accordance with the Construction Documents, including all fixed equipment, site improvements, utility and equipment installations. It does not include design or consulting fees, survey and testing costs, readily movable furnishings/equipment, or the CMAR’s fees for pre-construction phase services.

6.2 All estimates of Probable Construction Cost developed by the DP during each phase and subphase of the pre-construction phase shall be within the amount within the Owner’s current Project Budget available for payment for construction Work. If any estimate of Probable Construction Cost prepared by the DP or any estimate of Construction Costs or proposed GMP of the CMAR or the bid amount of the lowest responsive and responsible design-bid-build bidder is in excess of the amount within Owner’s current Project Budget available for payment for the construction Work, the DP shall at no cost to the Owner revise all or any part of the documents developed by the DP as required by Section 2.2.2.3 or Section 2.2.7.10. All estimates of Probable Construction Cost will be reconciled with the CMAR’s estimates of Construction Costs as provided to in Sections 2.2.1.2.7 and 2.2.1.3.4.

SECTION 7. ALTERNATES

7.1 Upon authorization by the Owner, the DP may include in the Project additive or deductive alternates, or both.

7.2 If the Owner has required the DP, after the execution of this Agreement, to include alternates to the Project, the documented cost of the preparation of those alternates shall be used to negotiate additional compensation for the DP whether the alternates are accepted or rejected.

7.3 If the DP elects to include alternates for the purpose of determining cost, or for any other reason, no compensation will be allowed the DP for such alternates.

7.4 Alternates shall not render the Project over budget or unusable. Therefore, the DP in determining the each estimate of Probable Construction Cost must include the base bid(s) and necessary alternate costs for comparison with the CMAR’s estimate of Construction Costs and with the amount within the Owner’s Project Budget available for payment of construction Work.

SECTION 8. DESIGN PROFESSIONAL’S ACCOUNTING RECORDS

8.1 The DP’s records pertaining to its services on the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative upon request for five (5) years from the date of Final Payment to the CMAR.

8.2 The DP shall retain and require its Consultants to retain, for inspection and audit by the Owner or the State of Arizona all books, accounts, reports, files, and other records relating to the bidding and performance of this Agreement for a period of five (5) years after its final completion. Upon request by the Owner, the original or a legible copy of the originals of all such records shall be produced by the DP at the address designated by the Owner. The cost of any copying requested by Owner or made necessary to DP by Owner’s request for production of originals shall be paid by Owner.

SECTION 9. INSURANCE AND INDEMNITY

9.1 Without limiting any liability or any other obligations of the Design Professional either:
(i) the DP shall obtain and maintain and the DP shall cause each of its Consultants to obtain and maintain the insurance coverages listed below and the DP shall comply and cause each of its Consultants to comply with the requirements of this Section 9; or

(ii) the DP shall obtain and maintain the insurance coverages listed below covering the DP and each of its Consultants and the DP shall comply with the requirements of this Section 9.

Coverage will be provided with forms and insurers authorized to do business in the State of Arizona in forms acceptable to the Owner until all of the Design Professional’s obligations under this Agreement are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.

9.2 **Worker's Compensation Insurance.** Worker’s compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Design Professional, its employees, or both, engaged in the performance of services under this Agreement. In addition, employer’s liability insurance with the minimum limit of $500,000 for each accident, $500,000 disease for each employee, and $1,000,000 disease policy limit. Evidence of qualified self-insurance status satisfactory to and approved by Owner may suffice for this section.

9.3 **General Liability Insurance.** Commercial general liability insurance with minimum limits of $X,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of $X,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196 issued on an Occurrence basis. The policy shall include coverage for Bodily Injury, Broad Form Property Damage (including completed operations); Personal Injury; Blanket Contractual Liability; Products and Completed Operations, which coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this Agreement; and Fire Legal Liability. Said policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to eliminate third-party action over claims. In the event the General Liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the work or services as evidenced by annual certificates of insurance delivered to the Owner.

9.4 **Automobile Liability Insurance.** Commercial/business automobile liability insurance with minimum limits of $1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this Agreement.

9.5 **Professional Errors & Omissions Insurance.** Professional liability or errors and omissions insurance with minimum limits of $X,000,000.00 each occurrence, claim, wrongful act or loss and an unimpaired aggregate limit of $X,000,000.00 with respect to this Agreement. The Retroactive Coverage Date (if the policy is written on a “claims made” form) shall be the same as the effective date of this Agreement. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Agreement. In the event that the professional liability or errors or omissions insurance is written on a “claims made” basis, coverage shall be maintained for two (2) years past completion and acceptance of the work or services as evidence by annual certificates of insurance delivered to the Owner.

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9.6 Policy Requirement. The policies required by Sections 9.3 (General Liability) and 9.4 (Automobile Liability) shall be endorsed to include the State of Arizona, the Arizona Board of Regents (ABOR), Arizona State University, their agents, officers, and employees as additional insureds as to the acts or omissions of the DP and its officers, employees, and agents and shall stipulate that the insurance afforded the Design Professional shall be primary insurance and that any self-insurance or other insurance carried by the State of Arizona, the Arizona Board of Regents (ABOR), Arizona State University, their agents, officers, or employees, if any, shall be excess and not contributory to the insurance provided by the Design Professional.

9.7 Proof of Insurance. An original certificate of insurance evidencing the coverages required herein and acceptable to the Owner shall be filed with the Owner as evidence that policies providing the required coverages’ conditions of limit are in full force and effect prior to the Design Professional performing any work on the Project. 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 Professional during said period and shall contain provisions that coverage afforded under the policies will not be canceled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the Owner. The certificates for insurance for the coverages required by Sections 9.3 and 9.4 shall contain a waiver of subrogation as required in Section 9.10 and statement that the following are additional insureds under the policy to the extent of the acts and omissions of the DP and its officers, employees and agents: the State of Arizona, the Arizona Board of Regents, Arizona State University and their officers, employees and agents. Certificates of insurance should be addressed as follows:

Purchasing and Business Services
Construction/Facilities Team
Arizona State University
University Services Building, 1551 S. Rural Road
Mail Code 5212
Tempe, Arizona 85287-5212

Owner reserves 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 DP of any deficiencies in such policies and endorsements, and such receipt shall not relieve DP from, or be deemed waiver of, Owner’s right to insist on strict fulfillment of DP’s obligations under this Agreement.

9.8 Failure to Provide or Maintain Insurance. Failure on the part of the Design Professional 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 Professional to the Owner upon demand, or the Owner may offset the cost of such premiums together with interest at the appropriate rate against any money due the Design Professional from the Owner. Costs for coverages maintained by the Design Professional in excess of those required shall not be charged to the Owner without prior written approval of the Owner.

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

9.10 Waiver. Insurers providing required insurance coverages hereby waive all rights of subrogation and all other rights to recover against the State of Arizona, the Arizona Board of Regents, Arizona State University and their officers and employees. Each required insurance policy and each certificate of insurance shall contain a waiver of
subrogation by each insurer providing required insurance coverages. This Section 9.10 does not apply to the insurer providing professional liability or errors and omission insurance.

9.11 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 the Owner.

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

9.13 General Indemnity by Design Professional. To the fullest extent permitted by law, the Design Professional shall indemnify, defend and hold harmless the Owner, the State of Arizona, the Arizona Board of Regents, Arizona State University and their officers, directors, employees and agents from and against any and all claims, lawsuits, losses, damages, costs and expenses (including, without limitation, attorney’s fees and litigation costs and expenses) to the extent arising from any negligent acts or omissions (including, without limitation, willful misconduct) of the DP, its Consultants and their respective officers, employees, agents, subcontractors or independent contractors in the course of the Project. This indemnity does not cover errors or omissions in any of the documents prepared by the DP for the Owner. Those errors and omissions are covered by Section 2.2.1.4.2. This indemnity shall not be construed to include claims, lawsuits, losses, damages, costs and expenses to the extent arising or alleged to have arisen from the negligent acts or omissions (including, without limitation, willful misconduct) of Owner, the State of Arizona, the Arizona Board of Regents, Arizona State University and their officers, directors, employees and agents.

The indemnity in this Section 9.13 includes, without limitation, the matters described in Sections 18.4 and 18.5.

9.14 Intellectual Property Indemnity by Design Professional. To the fullest extent permitted by law, the Design Professional shall indemnify, defend and hold harmless the Owner, the State of Arizona, the Arizona Board of Regents, Arizona State University and their officers, directors, employees and agents from and against any and all claims, lawsuits, losses, damages, costs and expenses (including, without limitation, attorney’s fees and litigation costs and expenses) to the extent arising from any claim that the documents or any part of the documents prepared by the DP for the Owner or that the Project or any part of the Project constructed in accordance with the documents prepared by the DP for the Owner infringe on any proprietary rights or United States patent or copyright now or hereafter issued or existing.
SECTION 10. OWNERSHIP OF DOCUMENTS

10.1 The plans, drawings, specifications, notes, reports, renderings, final models, design concepts and images, and all other documents and items to be prepared and furnished by the DP pursuant to this Agreement shall be the property of the Owner, including, without limitation, the right to use same on Owner’s other projects without additional cost to the Owner. The DP shall maintain file copies of those documents, drawings and/or other products required by law or the standards of professional practices.

10.2 In the case of future reuse of the Construction Documents by the Owner, the DP’s name and seal shall be removed, and the DP shall not be liable to the Owner or third parties in their reuse. The Owner agrees to add the DP as an additional insured under the Owner’s self-insurance program for this sole purpose.

10.3 By execution of this Agreement, the DP assigns all copyright ownership and other intellectual property interest in the Schematic Design Documents, the Design Development Documents, the Construction Documents and all other documents prepared by the DP for the Owner under this Agreement and the completed Project to the Owner and further agrees to execute any separate assignment agreement necessary to implement such assignment.

10.4 Owner grants to DP a royalty-free, non-exclusive, unlimited and worldwide license to use standards, conventions, and details of the design in the Construction Documents, provided that use of the standards, conventions, and details in any other single project shall not in the aggregate result in the use of the entire design in the Construction Documents or a major part of the design in the Construction Documents.

SECTION 11. NO ASSIGNMENTS

11.1 The DP shall not assign, sublet or delegate his obligations under this Agreement without the prior written consent of the Owner.

SECTION 12. DISPUTES AND REMEDIES

12.1 Except as otherwise provided in Section 12.3, the DP hereby agrees that all disputes and disagreements and claims and controversies relating to the Project involving Owner or DP and all claims made by the Owner against the DP and by the DP against the Owner in respect of this Agreement, including controversies based on breach of contract, mistake, misrepresentation, contract modification or rescission or any other claim which arises under or by virtue of this Agreement shall be resolved in the following manner. Initially, appropriate representatives of the Owner and the DP shall meet and attempt to resolve the matter. If either party believes that the matter will not be able to be resolved by the Owner and DP representatives, the party may request an attempt to resolve the matter through any partnering procedures to which DP, Owner and CMAR have agreed for the Project. If there are no partnering procedures for the Project or if the partnering procedures are exhausted and there is no resolution, the matter shall be handled in accordance with Arizona Board of Regents Policy Section 3-809(C), as amended or superseded, which at that point shall be the parties’ sole remedy. By submitting a proposal or its qualifications for this Project, the DP agrees to be bound by ABOR Policy Section 3-809(C) and the other procedures described in this Section 12 and waives any objections to those procedures.

12.2 Unless otherwise agreed in writing, the DP shall carry on the services under this Agreement and maintain its progress during resolution of any disputes or disagreements and during any claims and controversy proceedings, and the Owner shall continue to make payments to the DP in accordance with this Agreement to the extent the payments are not the subject of the dispute, disagreement, claim or controversy.

12.3 Any dispute, disagreement, claim or controversy involving the CMAR or any Subcontractor of the CMAR shall be handled as provided in Article 11 of the CMAR General Conditions, even if the matter involves the Design Professional or any of its Consultants. As to such matters the DP agrees to be subject to the procedures in Article 11 of the CMAR Agreement and General Conditions.

12.4 DP and Owner agree that all other parties involved in any claim, controversy, dispute or disagreement relating to the Project may be made parties to any process, proceeding or litigation, and to this end, both DP and Owner
will include appropriate provisions in all contracts they execute with other parties in connection with this Project requiring attendance and participation in any such process, proceeding or litigation. DP and Owner expressly agree that any dispute resolution proceeding initiated pursuant to this Agreement may be joined or consolidated with any dispute resolution proceeding involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both DP and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

12.5 Any dispute, disagreement or ambiguity concerning the duties or obligations of the DP as herein described and the duties or obligations of any other person or legal entity providing services or materials or construction on this Project shall be resolved as provided in this Section 12.

SECTION 13. TERMINATION OR SUSPENSION

13.1 The Owner may suspend or terminate the Project at any time for the convenience of the Owner. Upon written notice of suspension or termination the DP shall immediately cease all work and not incur any further costs or expenses except as expressly permitted by the Owner in writing. If the Project is suspended for more than one calendar year through no fault of the DP, the DP shall be paid for work actually performed and this Agreement shall terminate. Otherwise, the DP shall recommence work upon written notice from the Owner and this Agreement shall remain in full force and effect.

13.2 The Owner may terminate this Agreement without penalty or further obligation pursuant to ARS § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Owner is or becomes, at any time while the Agreement or any extension of the Agreement is in effect, an employee of or consultant to the DP with respect to the subject matter of the Agreement. Such termination shall be effective when written notice from the Governor is received by the DP, unless the notice specifies a later time.

13.3 If funds are not appropriated by the Legislature of the State of Arizona to pay for the Project or if appropriated funds become unavailable, the Owner may delay design and/or construction for a period up to six months, after which date if no appropriated funds are made available by the Legislature, this Contract shall terminate at the option of the Owner.

13.4 The Owner may, by written notice to the DP, terminate this Agreement if it is found by the Owner that improper gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the DP or any agent or representative of the DP to any officer or employee of the State of Arizona.

13.5 In the event of termination which is not the fault of the DP, the Owner shall pay to the DP only the compensation properly due for services properly performed and accepted by the Owner on the Project prior to the termination date and reimbursable expenses incurred as provided hereunder. Any post-termination wrap-up costs must be approved by the Owner in writing in advance of their accrual or expenditure or DP specifically waives all rights to claim such costs.

13.6 This Agreement may be terminated by either party for default upon the defaulting party's failure to cure a material breach within seven (7) days after written notice by the non-defaulting party specifying the nature of the default.

13.7 Each payment obligation of the Owner created hereby is conditioned upon the availability of funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of the DP's services, this Agreement may be terminated by the Owner at the end of the period for which funds are available. The Owner shall notify the DP at the earliest possible time if the DP's services will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any further payments or for any damages, including lost profit, as a result of termination under this Section 13.7.

13.8 As of the termination date, all Drawings, Specifications, and other design, bidding or contract administration documents shall be surrendered forthwith by the DP to the Owner.
SECTION 14. EXTENT OF AGREEMENT

14.1 This Agreement represents the complete and integrated agreement between the Owner and the DP, and it supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the DP.

SECTION 15. COMPENSATION FOR THE DESIGN PROFESSIONAL’S SERVICES

15.1 Payment for Basic Services and Reimbursable Expenses

15.1.1 Payments for Basic Services and Reimbursable Expenses shall be made monthly, within thirty (30) days after the Owner receives the DP's properly itemized Statement for Basic Services and Reimbursable Expenses in such form and accompanied by such supporting documentation as Owner may direct. If the Owner determines that any amounts requested by the DP are not due or are not sufficiently documented, the Owner will furnish the DP with notice of the reasons for withholding payment along with the Owner's payment on account of the balance of the statement.

15.1.2 For Basic Services, the DP’s Basic Compensation shall be computed on the following basis: A TOTAL FIRM FIXED FEE OF XXXXXXXXXXXXXXXXXXXXX DOLLARS AND XX CENTS ($XXXXXXXX) PER THE FEE PROPOSAL DATED XXXXXXXX, XX 200X, INCLUDING REIMBURSEABLES WHICH ARE INCLUDED IN THE FIRM FIXED FEE.

15.1.3 When DP's Basic Compensation is based on a stipulated sum, the payments for Basic Services shall be allocated to each subphase as follows:

<table>
<thead>
<tr>
<th>Subphase</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Programming</td>
<td>XX%</td>
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<tr>
<td>Master Planning</td>
<td>XX%</td>
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<tr>
<td>Schematic Design Subphase</td>
<td>XX%</td>
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<tr>
<td>Design Development Subphase</td>
<td>XX%</td>
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<tr>
<td>Construction Documents Subphase</td>
<td>XX%</td>
</tr>
<tr>
<td>Bidding and Bid Award Phase</td>
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<tr>
<td>(CMAR already selected)</td>
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<tr>
<td>Construction Phase</td>
<td>XX%</td>
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<tr>
<td>Closeout and Occupancy Phase</td>
<td>XX%</td>
</tr>
</tbody>
</table>

15.1.4 When any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in the previous subsection on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent approved estimate of Probable Construction Cost for such portions of the Project.

15.1.5 Additive and deductive alternates that are not awarded, which involve changes in design (as opposed to substitutions or additions which, in the judgment of the Owner, do not involve design changes), will be paid for as a component of compensation for Basic Services during the construction phase. Notwithstanding the foregoing, unless otherwise agreed to in writing by the Owner, the DP shall not be entitled to any additional compensation or reimbursement in connection with the project for any alternates developed because the GMP proposed by the CMAR or, if Owner elects to proceed on a design-bid-build method, all responsible and responsive bids exceed the amount within the current Owner's Project Budget available for payment of costs of construction Work.

15.1.6 If and to the extent that the time initially established for the construction phase of the Project is exceeded or extended through no fault of the DP as determined by the Owner, compensation for Basic Services required for such extended construction phase shall be computed as set forth in Section 15.2 for Additional Service.
15.1.7 DP shall pay to each of its Consultants within thirty (30) days of receipt of its monthly payment from Owner, that amount properly due and payable to said Consultant for services performed within the payment period. DP shall, by an appropriate agreement with each of its Consultants, require each such Consultant to make payments to the sub-consultants in a similar manner. Upon request of the Owner, DP shall furnish documentary evidence of compliance with these payment provisions.

15.2 Payment for Additional Services

15.2.1 Payments for Additional Services shall be made monthly, within thirty (30) days after the Owner receives the DP’s properly itemized statement for additional services in such form and accompanied by such supporting documentation as Owner may direct. If the Owner determines that any amounts requested by the DP are not due or are not sufficiently documented, the Owner will furnish the DP with notice of the reasons for withholding payment along with the Owner’s payment on account of the balance of the statement.

15.2.2 For Additional Services in the nature of project representation beyond that specified for Basic Services, as approved in writing by the Owner, the DP’s compensation shall be as follows: ADDITIONAL SERVICES FEE’S HAVE BEEN INCLUDED UNDER BASIC SERVICES, 15.1.2, WITH REFERENCE TO SECTION 21, DESIGN PROFESSIONAL FEE PROPOSAL FOR HOURLY RATES.

15.2.3 For Additional Services in retaining consultants, including surveyors, engineers and others whose work does not fall within the Basic Services, as approved in writing by the Owner, the Owner will be charged the actual cost to the DP for such services multiplied by a factor of \(X.X\%\).

15.2.4 For all other Additional Services, the DP’s compensation will be computed as follows: 

\[\text{XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.}\]

SECTION 16. PROJECT SPECIFIC PROVISIONS

In addition to the foregoing for this Project, the DP shall N/A.

SECTION 17. NON-DISCRIMINATION - Governor’s EXECUTIVE ORDER 99-4 (amending 75-5)

In connection with the performance of work under this contract, the DP agrees to observe Arizona Executive Order 99-4 and all applicable Arizona and Federal Law. DP further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap, except to the extent such discrimination is not prohibited by pertinent State or Federal law or Executive Order. In addition, the DP agrees to actively recruit in accordance with any affirmative action programs applicable to DP. 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. The DP shall post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

The text of the Arizona Governor’s Executive Order 99-4 follows:

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CMARS AND SUBCONTRACTORS

PART I: Nondiscrimination in employment by government CMARs and subcontractors. All government contracting agencies shall include in every government contract hereinafter entered into the following provisions: During the performance of this contract, the CMAR agrees as follows:

A. The CMAR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation or national origin. The CMAR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex, sexual orientation or national origin. Such action shall include but not be limited to the
following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or
termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
The CMAR agrees to post in conspicuous places available to employees and applicants for employment
notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

A continued Executive Order No. 75-5 is hereby amended to permit government CMARs and subcontractors
that are religious organizations to provide employment preferences based upon religion when dealing with a
bona fide occupational qualification reasonably necessary to the operation of the religious organization, in
accordance with the requirements of Title 41, Chapter 9, Article 4, Arizona Revised Statutes.

Executive Order No. 75-5 prohibits all government CMARs and subcontractors for discriminating against any
employee or applicant for employment because of race, age, color, religion, sex, sexual orientation or national
origin. Executive Order No. 75-5 further requires all government CMARs and subcontractors to take affirmative
action to insure that applicants are employed and employees are treated during employment without regard to
their race, age, color, religion, sex, sexual orientation or national origin.

Arizona’s Civil Rights Act, Title 41, Chapter 9, Article 4, does not apply to religious organizations with respect
to the employment of individuals of a particular religion to perform work connected with the activities of the
employer. It also provides that religious organizations may provide employment preferences based upon a
religion when dealing with a bona fide occupational qualification reasonable necessary to the operation of the
religious organization. This is consistent with the provisions of the Civil Rights Act of 1964 (42 U.S.C. 2000e,
et seq.). In addition, in the Personal Responsibility and Work Opportunity Reconciliation Act, P.L. 104-193,
Congress provided that religious organizations are eligible for the receipt of federal funds on the same basis
as other private organizations.

B. The CMAR will in all solicitations or advertisement for employees placed by or on behalf of the CMAR state
that all qualified applicants will receive consideration for employment without regard to race, age, color,
religion, sex, sexual orientation or national origin.

C. The CMAR will send to each labor union or representative of workers with which he has a collective
bargaining agreement or other contract or understanding a notice to be provided by the agency contracting
officer advising the labor union or workers’ representative of the CMAR’s commitments under this Executive
Order and shall post copies of the notice in conspicuous places available to employees and applicants for
employment.

D. The CMAR will furnish all information and reports required by the contracting agency and will permit access to
his books, records and accounts by the contracting agency and the Civil Rights Division for purposes of
investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the CMAR’s noncompliance with the non-discrimination clauses of the contract or with any of
such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a
material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in
part, and the CMAR may be declared ineligible for future government contracts until said CMAR has been
found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil
Rights Division, and such sanctions may be imposed and remedies revoked as provided in Part II of this
order, and the rules and regulations of the Arizona Civil Rights Division.

F. The CMAR will include the provisions of paragraphs A through E in every subcontractors purchase order so
that such provisions will be binding upon each subcontractors or vendor. The CMAR will take such action with
respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing
such provisions, including sanctions for noncompliance; provided, however, that in the event the CMAR
becomes involved in or is threatened with litigation with a subcontractors or vendor as a result of such
direction by the contracting agency, the CMAR may request the State of Arizona to enter into such litigation to
protect the interests of the State of Arizona.

G. Each CMAR having a contract containing the provisions prescribes in the section shall file and shall cause
each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division,
as may be directed. Compliance reports shall be filed within such times and shall contain such information
as the practices, policies, programs and employment policies, programs and employment statistics of the
CMAR and each subcontractor and shall be in such form as the Arizona Civil Rights Division may prescribe.
H. Bidders or prospective CMARs or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in the event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as in initial part of negotiation of a contract.

I. Whenever the CMAR or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the CMAR, the CMAR shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective CMAR or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective CMAR deals with supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, sex, sexual orientation or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Divisions may require.

PART II. Enforcement

A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its CMARs. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance and assistance of the Division’s functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.

B. The Civil Rights Division may investigate the employment practices of any government CMAR or subcontractor or initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures establishment by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government CMAR or subcontractor which allege discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency that agency shall report to the Civil Rights Division what action has been taken or its recommended with regard to such complaint.

C. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, CMARs and all other available instrumentality to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training or in the course of such work or cooperate in the implementation of the purposes of this order.

D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private as the Division may deem advisable for compliance, enforcement of educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil
Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

E. No order for debarment of any CMAR from further government contracts under this order shall be made without affording the CMAR an opportunity for a hearing.

F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of CMARs or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.

1. Contracts may be cancelled in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be condition upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any non-complying CMAR until such CMAR has established and will carry out personnel and employment policies in compliance with the provisions of this order.

2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a CMAR or subcontractor to comply with the contract provisions of this order.

G. This Executive Order shall become effective within (60) days of its issuance.

SECTION 18. EXISTING HAZARDOUS SUBSTANCES. CONSTRUCTION SITE SAFETY REQUIREMENTS

18.1 Definitions. The following terms will have their respective designated meanings:


“Hazardous Substance” means any of the following:

(i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde;

(ii) any material, substance or waste now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” “toxic substances,” “regulated substances,” “solid wastes,” “pollutant,” or “contaminant” or words of similar import in any Environmental Law;

(iii) any other material, substance or waste now or hereafter classified or regulated as “hazardous” or “toxic” under any Environmental Law;

(iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.1010) or classified by the United States Environmental Protection Agency as “hazardous” (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect.
from time to time; and
(v) any Hazardous Waste.

“Hazardous Waste” means “hazardous waste”, as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment)

“OSHA” means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto.

18.2 Asbestos Contamination in Owner’s Utility Tunnel System

THERE IS ASBESTOS CONTAMINATION IN OWNER’S UTILITY TUNNEL SYSTEM.

A Restricted Access Provision for the Utility Tunnel System is in-place due to asbestos-contamination present in the tunnel floors. Settled dusts on utility lines may also contain asbestos. Signage is located at each tunnel entrance that warns of asbestos. Asbestos is classified as a known human carcinogen and OSHA regulations are in-place to limit employees’ exposure to airborne asbestos fibers. DP is responsible for compliance with all Environmental Law and OSHA requirements relating to exposure of DP’s and it’s Consultant’s employees and other personnel to this asbestos.

18.3 Existing Hazardous Substances, Health and Other Safety Concerns by DP and its Consultants. If in the course of performing DP’s obligations, any environmental, health or safety concern exists or arises regarding Hazardous Substances or OSHA, then the activities related to the concern must be discontinued prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. Owner’s Facilities Capital Program Management Group Project Manager must be notified immediately of the concern. Activities by DP, DP’s Consultants and their respective employees and other personnel shall not resume until approval has been provided by Owner. Close coordination will be maintained between Owner and DP so the Project schedule is impacted the least amount possible.

18.4 Additional Scope of DP General Indemnity. The indemnity in Section 9.13 shall include any claim and Owner’s costs and expenses in defending any claim by any person that Owner is responsible or liable for any of the following in connection with or arising from the Project: (i) any violation of Environmental Law or OSHA by DP, any of its Consultants or their respective employees or other personnel; (ii) any claim by any employee or independent contractor of DP or any of DP’s Consultants of personal injury, death or property damage arising from any failure by DP or any Consultant to comply with Environmental Law or OSHA; or (iii) any release of any Hazardous Substance on Owner’s property to the extent caused by DP, any of DP’s Consultants or any employee or other personnel of DP or any DP Consultant.

18.5 Construction Site Safety Requirements and Additional Scope of DP General Indemnity. As between DP and Owner, DP shall have sole responsibility and liability for safety of the employees and other personnel of DP and DP’s Consultants. Among other actions in this regard, DP shall, and shall cause each of its Consultants to, comply with worker health and safety requirements in Environmental Law and OSHA. The indemnity in Section 9.13 shall include any claim against Owner arising from a breach of this covenant. Nothing in this Section 18 shall affect or impair any obligation, responsibility or liability of CMAR or any other third party.

18.6 Special Considerations. Without affecting the generality of the remainder of this Section 18 and without implying that the following are the only matters of significance or are more significant than other matters, DP shall comply with the following and DP shall cause each of DP’s Consultant’s to do the following:

18.6.1 Comply with all requirements of Environmental Law and OSHA concerning asbestos applicable to the activities of DP, its Consultants and their respective officers, employees, agents and independent contractors relating to this Agreement.
18.6.2 Prior to Final Completion, the DP must deliver to Owner a signed statement that "No asbestos-containing materials were specified in the Construction Documents and, to the extent of the actual knowledge of the Design Professional and the officers and employees of the Design Professional that worked on the Project, no asbestos-containing material was used in the Project." However, if asbestos-containing material is approved by Owner as provided in this subsection, the statement may contain an exception for the specific asbestos-containing material approved by Owner. If asbestos-containing material(s) must be used either for historical restoration or performance considerations, the DP must obtain Owner’s approval before specifying the material in the Construction Documents. The DP will advise Owner’s Facilities Capital Program Management Group Project Manager of this need. If Owner approves the asbestos containing material, the Project Manager will communicate to DP and to Owner’s Facilities Management and Risk Management the appearance and type of material, location and purpose so that it can be managed long-term without incidence.

18.7 Limit on Responsibility of DP and Consultants. Anything in this Section 18 to the contrary notwithstanding, DP and its Consultants are not obligated to or responsible for identification, remediation or disposal of any Hazardous Substances on Owner’s property, except to the extent that DP, any Consultant or any employee or other personnel of DP or any Consultant causes the release of a Hazardous Substance on Owner’s property.

SECTION 19. MISCELLANEOUS

19.1 No deductions shall be made from the DP's compensation on account of liquidated damages or other amounts withheld from payments to the CMAR.

19.2 Payments that have not been made to the DP within thirty (30) days of the due date shall thereafter bear interest at the contract rate prevailing in the State of Arizona, as established at A.R.S. § 44-1201, as amended or superseded.

19.3 DP agrees that DP will use due care to specify only Year 2000 compliant components and systems. For purposes of this obligation, (i) “due care” means (A) inclusion in the specification for each component and each system of a requirement that the component or system be Year 2000 compliant as defined below, and (B) reasonable inquiry and reliance upon component and system manufacturer's representations concerning Year 2000 compliance, and (ii) “Year 2000 compliant” as to a component or system means that the component or system will produce fault free performance and results in processing, storage and use of dates, time and date and time related data, including, without limitation, successful transition into the Year 2000, successful operation on and after January 1, 2000, and successful leap year calculations and computations, provided that other components and systems used in combination with the component or system being acquired properly exchanges date and time data with the component or system being acquired.

19.4 A listing of the key employees assigned directly to this Project on a day-to-day basis as well as alternates (replacements) has been furnished to and approved by the Owner prior to award of the services contract to DP. Any substitutions of assigned personnel shall have prior, written approval by the Owner and shall be proposed from the list of acceptable alternates. No changes of personnel will be allowed so long as approved personnel remain employees of the DP and capable of performing the required services.

19.5 The DP shall make a good-faith effort to assure that not less than 15% of the services performed under this Agreement are performed by a small business as defined in ARS 41-1001(19). The DP shall report to the Owner the value of the services performed under this provision during each phase of the project. Documentation evidencing DP’s compliance with this provision shall be furnished in a format acceptable to Owner as a condition precedent to payment for services rendered on subsequent phases of the project or for final payment, as applicable.

SECTION 20. LAW TO GOVERN

20.1 This Contract is made under and shall be construed in accordance with the laws of the State of Arizona without giving effect to conflict of laws principles. If any portion of this Agreement is found to be unenforceable the rest and remainder of this Agreement shall remain in full force and effect. Each party acknowledges that it has had an opportunity to review this Agreement with counsel and this document shall not be construed against any party that is determined to have been the drafter of the document.
SECTION 21.  WORK PACKAGES

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

DESIGN PROFESSIONAL:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX

By: __________________________
Name: _________________________
(Printed)
Title: __________________________
Date: __________________________

OWNER:

ARIZONA BOARD OF REGENTS
for on behalf of
ARIZONA STATE UNIVERSITY

By: __________________________
Name: _________________________
(Printed)
Title: __________________________
Date: __________________________
EXHIBIT A

CMAR Contract and General Conditions

The CMAR Contract and General Conditions have not been executed however, the Owner's standard form of CMAR Contract and General Conditions can be viewed on the ASU Web-Site at:

http://www.asu.edu/purchasing/forms/agreement.pdf,
http://www.asu.edu/purchasing/forms/exhibit_b.pdf,
http://www.asu.edu/purchasing/forms/exhibit_c.pdf or
http://www.asu.edu/purchasing/admin/forms.html

A copy of the actual CMAR Contract and General Conditions forwarded when executed as provided in Section 2.1.
Based on in-depth discussion with all identified building users, the Architect shall expand and redefine the facility program to fully explain and document the following:

- Locate and develop existing building drawings for remodeled areas.
- Required size, use, occupancy, and furnishings/equipment requirements of all spaces.
- Required relationships of spaces to other spaces.
- Required utility services for all spaces and investigations into available utilities.
- Environmental requirements for all spaces.
- Traffic/circulation requirements within the building.
- Tabulation of all net assignable areas.
- Explanation of probable required non-assignable spaces.
- Calculation of probable gross building area(s).
- Code analysis.
- Program phase cost estimate.

All of the above shall be presented in an 8 1/2" X 11" written PROGRAM PHASE REPORT. Four (4) copies of the REPORT shall be required for Building Committee review and approval.

2 - Facilities Planning and Space Management
1 - Capital Programs Management Group
2 - User Group
1 - Risk Management
1 - Telecom Group
1 - ADA Review
APPENDIX B

ARIZONA BOARD OF REGENTS
MINIMUM REQUIREMENTS FOR SCHEMATIC DESIGN DOCUMENTS (SD)

☐ ALL CHECKED REQUIREMENTS INCLUDED IN THIS AGREEMENT
☒ ALL REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ NO ITEMS INCLUDED IN THIS AGREEMENT

? 1. Site Plan (Scale: 1" = 40'-0").

? 2. Site Survey (Scale: 1/16" = 1'-0").

? 3. Soil boring data and consultant's foundation recommendations, if appropriate.

? 4. Structural Plan(s) showing proposed bay arrangements, materials: (Scale: Plan - 1/8" = 1'-0"; Details, Sections 3/8" = 1'-0").
   ? a. Typical interior framing details showing intended materials
   ? b. Typical exterior framing detail.
   ? c. Typical column, foundation schedule.
   ? d. Vibration Isolation Review.
   ? e. Section(s).

? 5. Schematic Floor Plans (Scale: 1/8" = 1'-0").
   ? a. Using existing building plans and indicated new work, including demolition.


? 7. Diagrammatic building sections (Scale: 1/8" = 1'-0").

? 8. Typical wall sections to show materials, relationships, construction intent.

? 9. Typical key architectural details (Scale: 3/8" = 1'-0").

? 10. Room material and equipment outline.


? 12. Preliminary mechanical equipment room layouts (major equipment only) (Scale: 1/8" = 1'-0").

? 13. Preliminary one-line HVAC duct layouts and/or preliminary mechanical piping diagram (Scale: 1/8" = 1'-0").

? 14. Preliminary one-line electrical distribution diagrams (Scale: 1/8" = 1'-0").

? 15. Preliminary one-line telecommunication distribution diagrams for voice, data and video (Scale: 1/16" = 1'-0").
16. Outline specifications (marked up for project) and product cut-sheets.

17. Narrative descriptions of proposed mechanical system(s) electrical system(s), special systems.

18. Line-item Construction Cost Estimate for schematic design with line item breakdowns for optional items.

19. Perform an annual energy consumption analysis and develop a summary of the usage of electrical (KW/h/yr.), chilled water (Ton Hrs./yr.), and steam (lbs./yr.) used under normal building operation. Provide a computer printout as back-up.

**DELIVERABLES:** Twelve (12) copies of drawing sets, specification and product cut-sheets shall be required for Building Committee review. Additional drawing sets as required for progress review and submission to local, state and federal code and approved agencies.

1 - Facilities Planning and Space Management
2 - Capital Programs Management Group
2 - User Group
1 - Risk Management
1 - Telecom Group
1 - Building Inspections Group
3 - CMAR
1 - ADA Review
12
APPENDIX C

ARIZONA BOARD OF REGENTS
MINIMUM REQUIREMENTS FOR DESIGN DEVELOPMENT DOCUMENTS

☐ ALL CHECKED REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ ALL REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ NO ITEMS INCLUDED IN THIS AGREEMENT

? 1. Site Survey (Scale: 1" = 40' - 0")

? 2. Site Plan (Scale: 1/16" = 1' - 0"):
   ? b. Paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions). Construction staging areas.
   ? c. Retaining walls and details.

? 3. Foundation Plans (Scale: 1/8" = 1' - 0")
   ? a. Footing and foundation sizes, reinforcing, elevations.

? 4. Structural Framing Plans, including (Scale: 1/8" = 1' - 0"):
   ? a. Horizontal and vertical member size, sample reinforcing.
   ? b. Typical floor and roof, construction details, thicknesses.
   ? c. Typical exterior wall supports, bracing, ties, reinforcing.
   ? d. Lateral bracing methods, location.
   ? e. Fireproofing - NFPA designation.
   ? f. Vibration isolation or other special details.
   ? g. Design live and dead loads tabulated for all floors, areas, and roofs.

? 5. Exterior wall elevations, all planes (Scale: 1/4" = 1' - 0").

? 6. Typical wall sections (Scale: 1/2" = 1' 0").

? 7. Typical roofing and sheet metal details (Scale: 3/8" = 1' - 0").

? 8. Floor plans, all levels and roofs (Scale: 1/8" = 1' - 0").
   ? b. Smoke and fire compartmentalizing.
c. Built-ins and fixed equipment shown and noted.
? d. 1/4" scale furniture and movable equipment layouts, for all spaces.

? 9. Stair and elevator details, types (Scale: 3/8" = 1' - 0").

? 10. Room finish and door schedule for typical areas/spaces.

? 11. Miscellaneous specialties and equipment schedule.

? 12. Fixed equipment schedule, locations, service requirements.

? 13. Plumbing work, plans (Scale: 1/8" = 1' - 0").
   ? a. Fixture schedule, locations.
   ? b. Equipment schedule, locations.
   ? c. Waste and vent riser diagram with types, locations, key sizes.
   ? d. Water piping, locations (sizes for pipes larger than 1").

? 14. Roof drainage system, location, key sizes.

? 15. Fire protection systems.

? 16. Mechanical systems (Plan Scale: 1/8" = 1' - 0").
   ? a. Equipment schedule, locations, sizes, types.
   ? b. Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams.

? 17. HVAC piping, locations (sizes for pipes larger than 1") (Scale: 1/8" = 1' - 0").

? 18. Power distribution diagram (Plan Scale: 1/8" = 1' - 0").
   ? b. Feeder sizes.
   ? c. Emergency generator size, locations.
   ? d. Uninterruptible power supply equipment size, locations if required.
   ? e. Grounding - standard details (DP).

? 19. Interior lighting and power, plans details (Scale: 1/8" = 1' - 0").
   ? a. Fixture and switch locations with identification.
   ? b. Typical receptacle and power outlet locations.
   ? c. Special requirements noted.
20. Motor control schedule with starter and circuit sizing.


? 25. Description of proposed alternates and Cost Estimates for each.

? 26. Construction Cost Estimate for Design Development design with area breakdowns (net and gross) and analysis.

? 27. Based on the design requirements, revise/update the annual Energy Consumption Analysis for the building. Submit the summary results along with the Design Documents.

? 28. Based on the design requirements, develop a preliminary list of building systems and systems/equipment commissioning standards.

**DELIVERABLES.** Twelve (12) copies of drawing sets, specification and product cut-sheets shall be required for Building Committee review. Additional drawing sets as required for progress review and submission to local, state, and federal code and approved agencies.

1 - Facilities Planning and Space Management
2 - Capital Programs Management Group
2 - User Group
1 - Risk Management
1 - Telecom Group
1 - Building Inspections Group
3 - CMAR
1 - ADA Review
12
ARIZONA BOARD OF REGENTS
MINIMUM REQUIREMENTS FOR CONSTRUCTION DOCUMENTS (CD)

☐ ALL CHECKED REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ ALL REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ NO ITEMS INCLUDED IN THIS AGREEMENT

1. Civil Engineering Drawings (Scale: 1" = 30'-0" min.)
   a. Complete engineering plans showing building location, paving, grading, utilities, easements, tunnels, retention areas, drainage, rights-of-way, etc.

2. Site Survey (Scale: 1" = 40'-0"), including proposed staging areas.

3. Landscaping Drawings (Scale: 1" = 30'-0" min.) if appropriate or required:
   a. Complete planting plans and plant schedule.
   b. Complete irrigation plans.
   c. Complete landscape lighting if differs from general site lighting.
   d. Planting details.
   e. Complete landscaping and irrigation specifications.

4. Architectural Site Plan (Scale: 1/16" = 1'-0"):
   a. Final contours/grading.
   b. Building location, paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions). Construction staging areas and construction access roads.
   c. Retaining walls and details.
   d. Property lines, including R.O.W. and easements.

5. Exterior wall elevations, all planes (Scale: 1/8" = 1'-0"). Indicate expansion and control joints.

6. Typical wall sections and details (Scale: 1/2" = 1'-0" min.).
   a. Show all caulking and sealant details and flashing details.
   b. Masonry anchoring and reinforcement.

7. Typical roofing and sheet metal details (Scale: 3/8" = 1'-0").
   a. Details specific to this project.

8. Floor plans (Scale: 1/8" = 1'-0" or 1/4' as required), including all work.

9. Interior elevations.

10. Finish Schedule.
11. Miscellaneous specialties and equipment schedule.
12. Fixed equipment schedule, locations, service requirements.

13. Description and details of proposed add-alternates and Cost Estimates for each.

14. Construction Cost Estimate with line item breakdowns.

15. Composite drawings: it shall be the responsibility of the consultant to coordinate the design of the architectural, structural, plumbing, HVAC and electrical work so that interferences among and within the several trades will be avoided.


17. Foundation plans (Scale: 1/8" = 1'-0"):
   a. Footing and foundation sizes, reinforcing, elevations, and schedule.
   b. Below grade concrete wall thickness, wall openings, knock-out panels, beam pockets, and pipe chases.
   c. Waterproofing, damp-proofing, drainage - standard details, types.
   d. General notes.
   e. Any special foundation requirements, including de-watering, pilings, caissons, shoring, etc.

18. Structural Framing Plans, including (Scale: 1/8" = 1'-0"):  
   a. Horizontal and vertical member sizes and schedules w/all connection details.
   b. All reinforcing types and sizes in concrete members.
   c. All floor and roof construction details, thicknesses, openings, depressions and slopes.
   d. All exterior wall supports, bracing, ties, reinforcing.
   e. Lateral bracing methods, location.
   g. Expansion joints and control joints.
   h. Isolation or other special details.
   i. Design live and dead loads tabulated for all floors, areas, and roofs.
   j. Design calculations.
   k. General notes.

19. Plumbing work, plans (Scale: 1/8" = 1'-0"):  
   a. Fixture schedule, locations (including all handicapped fixtures in accordance with Arizona State Law requirements).
20. Roof drainage system, locations, key sizes.

21. Storm drain calculations, retention and other means of collecting rain water.

22. Fire protection systems.
   a. Complete alarm systems.
   b. Complete sprinkler layouts with risers and head locations (coordinate fully with number 8, a through d).
   c. Fire extinguishers.
   d. Backflow preventer.

23. Mechanical systems (Plan Scale: 1/8" = 1'-0"):  
   a. Equipment schedule, locations, sizes, types.
   b. Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams.
   c. Manual and automatic dampers and fire dampers required by code.
   d. Equipment connections and supports - standard details.
   e. Outlets, grills, registers properly selected and sized (indicating cfm).
   f. Fixture schedules.
   g. Flow diagrams; control diagrams.
   h. Equipment room layouts (Scale: 1/4" = 1'O").
   i. Submit heating and cooling load calculations as per ASHRAE.
   j. HVAC plans - equipment room layouts to show location and size of major equipment to scale, means of access for larger size equipment and its replacement, sizes of and locations of air intakes and discharge openings. In critical locations, composite drawings shall be prepared, indicating equipment of all trades involved.

24. HVAC piping, locations (sizes for pipes larger than 1") Anchors, guides, supports, expansion joints and loops. (Scale: 1/8" = 1'-0").

25. Plumbing and HVAC piping modifications, locations (sized for pipes larger than 1"), anchors, guides, supports, expansion joints and loops (Scale 1/8" = 1'-0").
26. Power distribution diagram (Plan Scale: 1/8" = 1'-0"):
   a. Power distribution equipment schedule, locations.
   b. Feeder sizes.
   c. Emergency generator size, locations.
   d. Un-interruptible power supply equipment size, locations if required.
   e. Grounding - standard details (DP).

27. Exterior lighting and power, plans details (Scale: 1/8" = 1'-0"):
   a. Fixture and switch locations with identification.
   b. Typical receptacle and power outlet locations.
   c. Lighting fixture schedule.
   d. Riser diagrams from utility source to all equipment showing service switches and disconnects, metering, switchboards, power and lighting panels, motor controls, etc.
   e. All cable and wire sizes and conduit sizes.
   f. Special requirements noted.


29. All telecommunication and data systems and equipment, Fire Alarm systems, Security systems, Energy Management systems.

30. Telecommunication distribution diagrams in accordance with "Arizona State University New Construction Guidelines and Specifications for Telecommunication Services."

31. Renovation Projects. Clearly differentiate between new and existing construction; visit the site; examine existing documents; request that test pits and observation openings in existing structures be made for determining design and cost.

DELIVERABLES. Twelve (12) copies of drawing sets, specification and product cut-sheets shall be required for Building Committee review. Additional drawing sets as required for progress review and submission to local, state, and federal code and approved agencies.

1 - Facilities Planning and Space Management
2 - Capital Programs Management Group
2 - User Group
  1 - Risk Management
  1 - Telecom Group
  1 - Building Inspections Group
  3 - CMAR
  1 - ADA Review
12
ARIZONA BOARD OF REGENTS
MINIMUM REQUIREMENTS FOR CMAR NEGOTIATION PHASE

☐ ALL CHECKED REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ ALL REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ NO ITEMS INCLUDED IN THIS AGREEMENT

? 1. The DP shall issue (or) make arrangements with a printing service to issue construction documents to Construction Manager.


? 3. The DP shall develop a preliminary and final Guaranteed Maximum Price estimate for the Owner’s use.

? 4. The DP shall attend the Preliminary and final Guaranteed Maximum Price Negotiation.

? 5. The DP shall review the final GMP and provide CMAR award recommendation letter to ASU-CPMG.

? 6. The DP shall attend a pre-construction meeting.

DELIVERABLES: Twelve (12) copies of drawings and specifications shall be provided for GMP purposes plus one (1) set for CPMG office use (rack set), and one (1) set for Facilities Management review. Total: twelve (12) sets.

2 - Capital Programs Management Group
10 - CMAR
12
ARIZONA BOARD OF REGENTS
MINIMUM REQUIREMENTS FOR CONSTRUCTION ADMINISTRATION PHASE

☐ ALL CHECKED REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ ALL REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ NO ITEMS INCLUDED IN THIS AGREEMENT

INSPECTION

1. Weekly progress inspection services by the consultant shall be provided. This shall be in addition to all necessary inspections required per contract.

2. Final Inspection: To be made after the construction is completed for the purposes of preparing a punch list, issuance of Certificates of Substantial Completion, and verification that all punch list items have been completed.
APPENDIX G

ARIZONA BOARD OF REGENTS
MINIMUM REQUIREMENTS FOR PROJECT CLOSE-OUT DOCUMENTS

☐ ALL CHECKED REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ ALL REQUIREMENTS INCLUDED IN THIS AGREEMENT
☐ NO ITEMS INCLUDED IN THIS AGREEMENT

The DP shall serve and transmit to ASU the following:

? 1. A thorough punch list developed by accompanying the Contractor on a system-by-system, room-by-room inspection to ensure compliance with drawings, specifications and Change Orders.

? 2. Certificate of Substantial Completion.

? 3. DP and ASU final acceptance of all punch list items.

? 4. DP and CMAR to complete the building systems commissioning requirements.


? 6. All guarantees, warranties and extra materials distribution.


? 9. Final payments to the Construction Manager (CMAR) and Design Professional.

? 10. Final retention release to CMAR.

? 11. Lien releases from subcontractors.


The DP shall assist ASU in the preparation of the following:

? 1. Reconciliation of project account.

? 2. Completion of ABOR Forms 7-7 and 7-8.

? 3. Executive Vice President for Administration and Finance Project Summary Report.
APPENDIX H

ARIZONA BOARD OF REGENTS
MINIMUM REQUIREMENTS FOR PROJECT DRAWINGS

The Design Professional (DP) will be required to provide construction documents and "as-built" documents in AutoCAD format on electronic media for all architectural, mechanical, electrical, plumbing, roof and site plans. Site plans may include area beyond the footprint of the actual structure.

Final payment will not be made until the electronic copy is provided and reviewed by the Arizona State University (ASU) staff.

SUBMITTAL REQUIREMENTS:

I. The DP shall maintain a complete set of CADD drawing files throughout the project. The complete CADD drawing files, including those from each consultant, shall be in the same format and identical to the hard copy submittal.

A. Construction Submittal - The entire 100% complete set of construction CADD drawing files, in AutoCad version 14 or newer DWG format, shall be submitted to ASU, on CD-Rom, no later than 30 days after submittal to ASU of the construction documents.

B. As-Built Submittal - Once the construction phase is complete, the DP shall update the construction drawing set to an "as-built" condition. DP shall bind all as-built drawing files and submit the complete set, on CD-Rom, to ASU no later than 60 days post construction completion.

II. Media Labeling - DP submittals (CD-Rom or other) must be labeled with the project name, ASU project number, table of contents, date, company name, contact name, and phone number.

STANDARDS. The following is a list of the in-house CADD drawing standards that have been developed for the ASU Facilities Management.

I. Disks

A. Prefer Read/Write CD-Rom
B. Will accept 1.44 mb Double Sided/Double Density (3-1/2" floppy) or Zip Disk.

II. Software

B. May use AutoCAD Release 2000i or 14.

LAYER CONVENTIONS

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 Specified Layers

A. Reflected Ceiling Plan

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

B. Mechanical Plan
1. Registers on layer MECH_REG (yellow).
2. Controls on layer MECH_CONTROL (cyan).
3. Diffusers on layer MECH_DIF (yellow).
4. Ductwork on layer MECH_DUCT (white).
5. Exhaust on layer MECH_EXH (green).
6. Vents on layer MECH_VENT (yellow).

C. Plumbing Plan
1. Hot water lines on layer PLUM_HW (red).
2. Cold water lines on layer PLUM_CW (blue).
3. Sewer on layer PLUM_SWR (magenta).
4. Fixtures on layer PLUM_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 PLUM_ACID (cyan)].
6. Fire sprinkler lines on layer PLUM_FIRESPR (yellow).

D. Electrical
1. Telecommunications on layer ELEC_TELE (cyan).
2. Computer on layer ELEC_COMP (cyan).
3. Fire Alarms on layer ELEC_FAL (red).
4. All 120 V power on layer ELEC_120 (green).
5. All circuits greater than 120 V on layer ELEC_120PLUS (yellow).
6. Intercom on layer ELEC_INTCOM (blue).
7. Switches and lighting fixtures on layer ELEC_SX (white).
8. Special systems (including security systems) on layer ELEC_SS (magenta).

E. Roof Plan
1. Roof drains, overflow drains, scuppers and slope lines on layer ROOF_RDR (cyan).
2. Slope arrows on layer ROOF_SLAR (white).
3. Roof vents on layer ROOF_RVENT (red).
4. Plumbing and exhaust vents on layer ROOF_PVENT (red).
5. Mechanical equipment on layer ROOF_Mech (magenta).
6. HVAC on layer ROOF_HVAC (magenta).
7. Skylights on layer ROOF_SKYLITE (yellow).
8. Walking surfaces on layer ROOF_WALK (white).
9. Smoke Hatches on layer ROOF_SMHATCH (blue).
10. Access Hatches on layer ROOF_ACCHATCH (blue).
11. Antennae and other special equipment on layer ROOF_SPEQ (green).

F. Site Utilities (Civil)
1. Electric on layer SITE_ELEC (yellow).
2. Telephone on layer SITE_TELE (cyan).
3. Gas on layer SITE_GAS (red).
4. Water on layer SITE_H2O (blue).
5. Storm sewer on layer SITE_STRM (magenta).
6. Fire lines and hydrant locations on layer SITE_FIRE (green).

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.
1. Construction grids on layer 0 (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 COL (blue).
3. Exterior walls on layer EXT-WALL (white).
   a. Exterior windows and walks are to be yellow.
4. Interior walls on layer INT-WALL (green).
5. All doors, interior windows, counters and other features on layer DOOR (yellow).
6. Dimensions on layer DIM (white).
7. Stairs and elevations on layer STAIR (cyan).
   a. Includes ramps.
8. Lines, arrows and text showing direction of stairway (i.e., UP, DN) on layer STAIRDIR (white).
9. Restroom fixtures, toilet partitions, sinks and drinking fountains on layer BATH (magenta).
10. Fire-Hose cabinets on layer FHC (red).
12. Room use on layer RMNAME (white) -- per Space Management Guidelines.
13. Room Net Assignable Square Feet (NASF) on layer SQFT (white). Definition for Net Assignable area is the floor area in any building or structure, except separate parking structures which:
   a. can be used by the building occupants to carry out their function(s);
   b. is covered by a ceiling at 6'-6" or higher;
   c. is enclosed on all sides by walls, partitions, doors, or functionally equivalent;
   d. is inclusive of:
      1) is measured between the principal interior surfaces of the enclosing fixed walls, partitions, or doors at or near floor level with movable room dividers normally ignored;
      2) is expressed in square feet to the nearest whole number;
      3) columns or similar structural obstructions;
      4) built-in or free-standing furniture and equipment; and
      5) alcoves and similarly recessed areas.

This layer also includes Non-Assignable Area as defined below:

14. Non-assignable area is the floor space in any building or structure which is used for:
   a. public corridors, lobbies, stairways, elevators (floor openings), and other general-circulation facilities. (To
avoid double counting in stairwells, only the actual floor area is counted at the first or lowest level. The entire stairwell use area is included for each floor above the first.);

b. janitors' closets and other specialized custodial facilities which are used only for building maintenance;

c. heating, ventilation, air conditioning, electrical, and other such utility rooms or spaces required for building operation (including pipe chases and mechanical shaft space); and

d. public toilets.

Actual dimensions should be used to calculate gross, assignable and non-assignable areas.

15. Building gross square footage (GSF) on layer GSF (white). Definition of building GSF is the sum of the floor areas of the building included within the outside face of the exterior walls for all stories or areas that have floor surfaces. Measurement:

a. Gross area is computed by measuring within the outside face of exterior falls excluding fins, pilasters, and other projections beyond the face of the wall. Every floor level gross area is computed and included in the total.

b. Mezzanines, stacks, interior balconies, etc., are included in the total, but only for the floor area they represent.

c. Penthouses of headroom height (6'-6") are included.

d. Stair, elevator, utility, core, and similar shafts are treated as floor area at each level.

e. A room extending through more than one floor is counted only once at the level on which its floor occurs.

f. Exterior covered areas attached or related to the building are counted at one-half (1/2) value.

g. Full-height (6'-6") unfinished areas (i.e., excavated basement areas not developed, or unfinished floors) are counted at one-half (1/2) value.

h. Exterior terraces, uncovered loading docks, courts, light wells, roof decks, and covered walks between buildings are not included.

i. Unexcavated areas in basements and undeveloped attic spaces are not included.

j. Footnote areas where exceptional cases are involved.

k. Gross area should be rounded to the nearest 100 square feet.

16. Floor drains and floor slope lines on layer FLDR (cyan).

III. General Notes

A. All drawings are to be in full scale (1'-0"=1'-0"), on disk.

B. 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. (Refer to AutoCAD Manual: Block, Wblock and Insert Commands.)

C. Layering conventions can be originally generated according to bidder’s in-house standards. Only a few commands are required to change the transferred copy of the documents on disk to the required standards for Facilities Management.

D. Exterior elevations are required, but do not need to concur with any Facilities Management CADD Drawing Requirements. The bidder’s in-house standards are acceptable for Exterior Elevation Documents.
DESCRIPTION OF PROJECT

Existing utility infrastructure on the project site will be assessed by the design professional with respect to capacities required to serve the needs of the new building.

The project will be designed and built in accordance with Arizona Board of Regents space guidelines, ASU design guidelines and applicable state and local codes.

SITE DESCRIPTION.
Arizona State University XXX Campus.

PROJECT LOCATION MAP.

BUILDING PROGRAM.

The estimated project construction budget for this phase is $XXXXXXX.
PROJECT SCHEDULE:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABOR Approval of Project Initiation</td>
<td>XXXXXXX</td>
</tr>
<tr>
<td>DP Selection</td>
<td>XXXXXXX</td>
</tr>
<tr>
<td>CMAR Selection</td>
<td>XXXXXXX</td>
</tr>
<tr>
<td>Schematic Design and Preliminary Cost Estimate</td>
<td>XXXXXXX</td>
</tr>
<tr>
<td>CMAR Preliminary GMP</td>
<td>XXXXXXX</td>
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<tr>
<td>Public Art and Design Review Council</td>
<td>XXXXXXX</td>
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<tr>
<td>Design Development and Final Cost Estimate</td>
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<td>CMAR Final GMP</td>
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<td>Construction Documents</td>
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<tr>
<td>Construction Complete</td>
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<td>Beneficial Occupancy</td>
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<td>Project Close-Out</td>
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</tr>
<tr>
<td>Two-Year Warranty Term Complete</td>
<td>XXXXXXX</td>
</tr>
</tbody>
</table>

The construction budget is $ XXXXXXX

MEETINGS AND SCHEDULES - DELIVERABLES. The following is a list of required meetings and deliverables:

1. Meetings, as required, with the Building Committee, ASU Facilities Development Management, and the User Group Representatives. The Design Professional (DP) shall be responsible for meeting note documentation and distribution of such to all attendees.

2. The DP shall be responsible for developing an overall project schedule and providing periodic updates in Phases I through VIII. (Distribute to Owner and User Rep.)

DESIGN STANDARDS. Design of the Project shall be in accordance with the following codes and standards - the latest edition adopted by the Arizona Board of Regents (ABOR):

- Uniform Building Code (UBC) of the Pacific Coast Building Officials’ Conference.
- Uniform Mechanical Code as adopted by (ICBO) & (IAMPO).
- Uniform Plumbing Code (UPC) as adopted by the Western Plumbing Officials Association.
- National Fire Protection Association (NFPA) (including NFPA-70).
- National Electrical Code (NEC) as modified by the Arizona Electric Code.
- American National Standards Institute (ANSI).
- Arizona State Fire Code.
- Arizona Revised Statutes, Title 34, Chapter 4 including: 34-401 through 34-411 (Handicapped), 34-451 (Energy conservation).
- In the case of conflicting or overlapping requirements between two or more codes, the more stringent requirement shall apply.
- The University Department of Public Safety is able to assist on applicable codes. However, the consulting Design Professional is ultimately responsible for compliance with the applicable codes.
- Americans with Disabilities Act - Accessibility Guidelines.

All design and construction activity-taking place at ASU is governed by the following agencies, departments and bodies:

- Arizona Board of Regents
- Arizona State Fire Marshal's Office
- Arizona State Risk Management
- ASU East Capital and Facilities Planning Committee (CAPFAC), and others as may be required for the
Arizona State University is dedicated to providing the best facilities possible for accommodating disabled students. The DP will be responsible for ensuring that a representative of ASU Student Disability Resources attends the pre-construction conference; and is notified if any changes occur during the construction period, such as a change in the staging area, a change in perimeter fencing, any impediments to traffic flow or any other change that would impact disabled students' access or safety in the area. The DP will make every effort to accommodate the recommendations made by the representative of ASU Student Disability Resources.
ATTACHMENT A

FEE PROPOSAL/HOURLY RATES