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**EXHIBIT A – SCOPE OF SERVICES FOR DESIGN PROFESSIONAL**

**TO STANDARD FROM AGREEMENT BETWEEN OWNER AND DESIGN  
PROFESSIONAL (CM@Risk Edition)**

**June 1, 2024 Edition**

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## TABLE OF CONTENTS

### **SECTIONS**

- SECTION 1 GENERAL PROJECT
  - 1.1 Project Description
  - 1.2 Project Budget
  
- SECTION 2 CM@RISK SERVICES
  
- SECTION 3 PROJECT SCHEDULE/SCHEDULE OF MILESTONES
  
- SECTION 4 PROFESSIONAL SERVICES REQUIREMENTS
  - 4.1 General Information
  - 4.2 Investigation of Existing Conditions
  - 4.3 Meetings and Communication
  - 4.4 Design Responsibilities
  - 4.5 Furniture, Fixtures and Equipment
  - 4.6 Design Review Submittals
  - 4.7 Design Phase Services and Documents
    - 4.7.1 General Information
    - 4.7.2 Program Development Subphase Submittal
    - 4.7.3 Conceptual Design Subphase Submittal
    - 4.7.4 Schematic Design Subphase Submittal
    - 4.7.5 Design Development Subphase Submittal
    - 4.7.6 GMP-Setting Subphase Submittal
    - 4.7.7 Construction Documents Subphase Submittal
  - 4.8 Construction Phase Services and Documents
  
- SECTION 5 FEE PROPOSAL AND CONTRACT MANAGEMENT
  - 5.1 Professional Fees

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**EXHIBIT A**

**SCOPE OF SERVICES FOR DESIGN PROFESSIONAL**

THIS EXHIBIT A - SCOPE OF SERVICES FOR DESIGN PROFESSIONAL is an exhibit to the Arizona State University Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) dated Month Day, Year, for Project \_\_\_\_\_.

**Section 1            General Project**

1.1 Project Description. The project addresses \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.2 Construction Budget. The proposed construction budget for this Project is approximately \_\_\_\_\_ dollars (\$\_\_\_\_\_). Design Professional fees, land acquisition costs, parking relocation reserve costs and other similar costs are not part of the project construction budget.

**Section 2        Construction Manager at Risk Services**

2.1 The services of the Construction Management at Risk (CM@Risk) are anticipated to begin in Month of Year, with a GMP anticipated to be submitted prior to Month Day, Year [OR] TBD.

**Section 3        Project Schedule/Schedule of Milestones**

3.1 Below is a list of preliminary dates for completion of each subphase of this project. Delivery of all documents and services by DP for each subphase are required as follows:

- |   |                 |
|---|-----------------|
| a) Program Development Subphase         | Month Day, Year |
| b) Conceptual Design Subphase           | Month Day, Year |
| c) Schematic Design Subphase            | Month Day, Year |
| d) Design Development Subphase          | Month Day, Year |
| e) GMP-Setting Documents Subphase       | Month Day, Year |
| f) Construction Documents Subphase      | Month Day, Year |
| g) Construction Administration Subphase | Month Day, Year |
| h) Closeout Subphase                    | Month Day, Year |
| i) Warranty Subphase                    | Month Day, Year |

3.2 DP shall inform Owner in writing as soon as possible, at any time during the project, of any expected delays to any subphase completion dates.

## **Section 4 Professional Services Requirements**

### **4.1 General Information.**

**4.1.1** The proposal for DP services shall include the requirements for all services described in the Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition), and this “Exhibit A - Scope of Services for Design Professional”.

### **4.2 Investigation of Existing Conditions.**

**4.2.1** DP shall review any available record documents/as-built drawings at ASU offices relative to the existing site, building and adjacent utility infrastructure. Copies of pertinent drawings, if available, will be provided by the Owner for the use of and when requested by the DP.

**4.2.2** DP shall review any available record documents/as-built drawings at the City, County, other municipalities, utility companies, and other similar agencies relative to existing site conditions.

**4.2.3** DP shall perform site visits to verify adequacy of record drawings/as-built drawings for use in site demolition and design documentation.

### **4.3 Meetings and Communication.**

**4.3.1** DP shall be responsible for including ample time and travel in their fee proposal to address the meeting requirements described in the Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) and this “Exhibit A - Scope of Services for Design Professional” for this project. This project is an important project for ASU and will require a generous amount of meetings for the DP to gain input, and for all stakeholders, as described below, to share information and maintain a clear understanding of project and the process. DP will attend the meetings with the following:

- a) Owner Project Management staff and the user department to determine specific user requirements, to review project progress, and to engage in an exchange of ideas for the purpose of developing the project design.
- b) Community representatives to continue established inclusive and supportive relationships.
- c) Owner Project Management staff, CM@Risk and user representatives for coordination meetings during all project phases, design through construction. Meetings will be held weekly unless waived in writing by the Owner.

**4.3.2** All communications on the project shall be with designated Owner Project Manager. Any meetings or communication with other Owner representatives shall be coordinated through the Owner Project Manager. In the event that the Owner Project Manager is not able to attend a meeting between DP and other representatives, the DP shall provide in writing to the Owner Project Manager minutes of the items discussed, actions required, or any other documents reasonably requested by the Owner, to keep the Owner Project Manager informed of any discussions held.

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

<u>Meeting</u>	<u>Lead</u>	<u>Frequency</u>	<u>Issue Minutes</u>
Kickoff	Owner	One	DP
Partnering	Facilitator	As Needed	Facilitator
OAC – Design Phase	DP	Weekly	DP
Deliverables Format	DP	Once	DP
Presentation of Subphase			
Deliverables to User Groups	DP	As Needed	DP
Plan Review	Owner	Minimum Four	DP
Commissioning	Comm. Agent	As Needed	Comm. Agent
GMP-Setting	Owner	As Needed	DP
Pre-Construction	Owner	One	DP
OAC – Construction Phase	CM@Risk	Bi-Weekly	CM@Risk
Pre-installation	CM@Risk	As Needed	CM@Risk
Design Related Subject –			
Before 100% CD Set	DP	As Needed	DP
Design Related Subject –			
After 100% CD Set	CM@Risk	As Needed	CM@Risk
Closeout	Owner	One	CM@Risk
Others as required by Owner	TBD	TBD	TBD

**4.4**            Design Responsibilities.

**4.4.1** The design of this Project should create an appropriate identity for ASU that

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\_\_\_\_\_ while respecting the context of the adjacent campus districts, the surrounding vocabulary of architectural language and the precepts contained in the ASU Campus Master Plan.

**4.4.2** The DP shall consult with the Owner on all aspects of the design through the Owner Project Manager, as well as with other Owner entities.

**4.4.2.1** It is the DP’s responsibility to schedule, lead, present, document, and otherwise manage all meetings associated with the design of the project.

**4.4.2.2** The design of the project is the responsibility of the DP, based upon its professional expertise, augmented by direction and input received from Owner personnel and the CM@Risk under contract to the Owner.

**4.4.2.3** The DP shall be responsible for design conforming to the Owner design standard located in the ASU Project Guidelines.

**4.4.2.4** The DP shall be responsible for coordination with the Governing jurisdiction

which is campus and location dependent.

**4.4.2.5** DP shall design the project in such a manner that the completion of project is in compliance with the following codes. When reference is made to "this code" it shall mean all the codes listed in ASU's Technical Standards Division 1 included in [ASU Project Guidelines](#).

**4.4.3** DP is responsible for obtaining coordination of design by all applicable professional disciplines including, but not limited to:

- a) Complete civil (including surveying & drainage analysis)
- b) Architectural
- c) Acoustical
- d) Landscaping (including irrigation)
- e) Structural
- f) Mechanical
- g) Plumbing (including the performance design and specification of the addressable fire sprinkler system along with the architectural control of fire sprinkler head locations)
- h) Electrical engineering (including telecommunications)
- i) Interior design (including FF&E)
- j) Cost estimating services for each phase.

**4.4.4** DP is responsible for sustainable and environmentally responsible design.

**4.4.4.1** Design shall be responsive to the climate and environment in a way that minimizes energy consumption, yet creates a comfortable environment for staff and visitors.

**4.4.4.2** Design shall demonstrate an understanding of the setting.

**4.4.4.3** Facility shall be an exhibit of sustainability achievement in this climate.

**4.4.4.4** Required sustainability and LEED certification goals are as follows:

New Construction – LEED NC Silver, where practical.

Renovations – LEED TI Silver, where practical.

[ASU Sustainability Goals](#)

## **4.5** Furniture, Fixtures and Equipment Design

### **1) DESIGN OF FF&E BY DP:**

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

**4.5.2** FF&E may be selected within cost categories given the standard office and modular furniture categories (office system workstation/chairs/files, waiting area furniture, etc.). Within these



categories, appropriate selections will be made for the project, in collaboration with the Owner Project Manager. The only competitively bid, performance specification-based FF&E will be that which the DP recommends, and that may be determined appropriate for specific functions not covered by the Tri-University Contract. In such case, the DP shall prepare a complete Bid Package set that will be used by Owner to request proposals from FF&E vendors.

**4.5.3** Intentionally omitted.

**4.5.4** During the Conceptual Design Phase, the DP shall meet with Owner Project Manager and appropriate user groups to define the project's FF&E requirements and budgetary goals, including assessment of existing FF&E to be relocated and new FF&E to be procured. The DP shall, in collaboration with Owner Project Manager, coordinate with vendors on FF&E selections, availability and pricing. The DP shall provide a conceptual FF&E Budget inclusive of all items required to furnish the building and allow it to be functional (items identified as OPCI (Owner Provided Contractor Installed) or OPOI (Owner Provided Owner Installed). Conceptual level floor plans will be developed reflecting decisions reached with the Owner on relocated and new FF&E, and reflecting the approved FF&E budget.

**4.5.5** At the Schematic Design Phase, the DP shall coordinate with vendors on FF&E selections, availability and pricing, and shall provide for Owner's approval preliminary FF&E layout plans, individual FF&E item selection and a Schematic FF&E Budget.

**4.5.6** During the Design Development Phase, the DP shall coordinate with vendors on FF&E selections, availability and pricing, and shall be responsible for producing final FF&E layout plans, final FF&E selections, and final FF&E Budget.

**4.5.7** During the Construction Documents Phase, the DP shall coordinate with vendors on FF&E selections, availability and pricing. DP shall prepare final FF&E documents for Owner review and approval, as follows:

- a) FF&E plans graphically shall show: the scaled relationship of all FF&E for all rooms, room numbers, and individual FF&E Item reference numbers.
- b) FF&E Item List and Budget Spreadsheet shall reference: Department, Room Name, Room Number, Item reference number, Item Description, Item Specification Sheet, Vendor, Quantity, Net Price, and Extension of pricing for Items and subtotals for each Room. Provide separate spreadsheets sorting FF&E Item List and Budget by Vendor. Each spreadsheet shall include lines for freight, delivery, installation and tax.
- c) Item Specification Sheet (for each category of item) shall list: Vendor, Manufacturer, Description, Model Number, Size, Quantity, Location(s), Special Notes, List Price, Discount, Net Price, Material Finish, and graphic representation of item.
- d) Approved material finish samples in acetate sleeves shall list the following information: FF&E Item reference number(s), Vendor, Manufacturer and color or material name or number.
- e) Vendor Data Sheet shall list: company names, addresses, phone/fax numbers, and

|primary contact.

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

**4.5.8** During the Construction Administration phase, DP shall prepare final FF&E documents as follows:

- a) DP shall review FF&E shop drawings and submittals for conformance with final FF&E Documents.
- b) DP shall coordinate with selected vendors to establish a delivery and installation schedule, and DP shall monitor and verify that the CM@Risk is on schedule to reach Substantial Completion as identified in the Contract Documents.
- c) DP shall observe, as required, the installation of the FF&E and develop a punch list of incomplete or incorrect work requiring the Vendor's attention.
- d) DP shall review the completion of all punch list items to establish the Date of Final Completion.

## **2) DESIGN OF FF&E BY DP & TRI-UNIVERSITY FF&E VENDORS:**

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

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

**4.5.3** Intentionally omitted.

**4.5.4** During the Conceptual Design Phase, the DP shall meet with Owner Project Manager and appropriate user groups to define the project's FF&E requirements and budgetary goals, including assessment of existing FF&E to be relocated and new FF&E to be procured. The DP shall, in collaboration with Owner Project Manager, coordinate with vendors on FF&E selections, availability and pricing. Conceptual level floor plans will be developed reflecting decisions reached with the

Owner on relocated and new FF&E, and reflecting the approved FF&E budget.

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

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

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

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

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

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

d) Approved material finish samples in acetate sleeves shall list the following information: FF&E Item reference number(s), Vendor, Manufacturer and color or material name or number.

e) Vendor Data Sheet shall list: company names, addresses, phone/fax numbers, and primary contact.

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

**4.5.8** During the Construction Administration phase, DP shall prepare final FF&E documents as follows:

- a) DP shall review FF&E shop drawings and submittals for conformance with final FF&E Documents.
- b) DP shall coordinate with selected vendors to establish a delivery and installation schedule, and DP shall monitor and verify that the CM@Risk is on schedule to reach Substantial Completion as identified in the Contract Documents.
- c) DP shall observe, as required, the installation of the FF&E and develop a punch list of incomplete or incorrect work requiring the Vendor's attention.
- d) DP shall review the completion of all punch list items to establish the Date of Final Completion.

**4.5.9** Owner FF&E purchasing requirements are as follows:

Capital Programs Management Group, in conjunction with the University's Purchasing Department, will write and issue all Purchase Orders. The DP will be responsible for coordinating all orders with the manufacturer and the University, including product tracking, delivery, offloading, inspecting, installation, and service.

**4.6** Design Review Submittals.

**4.6.1** The DP shall provide the following submittals for review by the Owner:

- |   |          |
|---|----------|
| a) Program Development Submittal            | x Copies |
| b) Conceptual Design Submittal              | x Copies |
| c) Schematic Design Submittal               | x Copies |
| d) Design Development Submittal             | x Copies |
| e) Construction Documents Submittal         | x Copies |
| f) Final Submittal                          | x Copies |
| g) Reproducible Drawings and Specifications | x Copies |

**4.6.2** The Owner will prepare written Plan Review comments, which can be written comments on DP-provided review documents. As part of each project subphase submittal, the DP shall prepare written responses to these comments. To ensure that all issues are fully understood and resolved, responses shall be submitted to the Owner as soon as possible after receipt by the DP. The DP will not be authorized to proceed into the next subphase of the project until all comment responses have been reviewed and accepted by the Owner. Specific Owner review processes are as follows:

Senior Management and Sustainability Committee Review

This project is subject to review by the Owner's senior management and the Sustainability Committee.

- a) The DP shall make presentations to the Committee and/or senior management at an early Conceptual Design stage (multiple concepts), during Schematic Design, at the completion of Schematic Design, and at the completion of Design Development. Each presentation will

include landscape, surface water and open space design developed to a level commensurate with the design of the balance of the project. Presentations shall address the Committee's comments from the previous submittal. Additional presentations may be required to respond to committee concerns, or to update the committee of significant design changes.

b) These submittals are intended to be of a "work in progress", that is, presentation of the DP's working design drawings and models, appropriate to the stage of completion of the design. Submittal materials must be sufficiently complete and detailed to adequately describe the proposed design, but shall not be of finished "presentation" quality.

#### **4.7 Design Phase Services and Documents.**

##### **4.7.1 General Information.**

**4.7.1.1** DP shall provide thorough coordination and review, and place professional seal on all documents.

**4.7.1.2** DP is responsible for production of complete Drawings and Specifications, and assembly of the Project Manual, including a cover for each. Document covers shall include the Owner project name and number and date.

**4.7.1.3** Drawings shall be prepared on the DP's own sheets, with Owner Project Number on all sheets. DP shall conform to the Owner [As-Built Drawings Requirement](#). Specifications shall be prepared by the DP using CSI 48 Division format, with ASU Project Number on all pages.

**4.7.1.4** Intentionally omitted.

**4.7.1.5** As part of Basic Services, project documents will be produced using computer aided design and drafting (CADD) software per [As-Built Drawings Requirements](#).

**4.7.1.6** The DP and CM@Risk shall coordinate the format to be used for each subphase estimating effort (Probable Construction Cost by DP and Estimate of Construction Cost by CM@Risk) to ensure that comparable formats are being used, and to ensure that differences between the two estimates are reconcilable. Differences between the DP and CM@Risk estimates must be reconcilable to the lowest level of detail of the estimate.

**4.7.1.7** DP shall provide [OR] coordinate LEED application processing through USGBC. The Owner shall be listed as the "Applicant" under the USGBC website application, and shall have access to the entire submittal form to ensure ownership and access to documentation at all times (including archived documentation).

**4.7.1.8** DP shall cooperate with MEP testing and balancing (commissioning) consultant.

**4.7.1.9** Intentionally omitted.

**4.7.1.10** The following are Owner personnel for this Project.

DP shall contact the following University personnel as required to discuss and agree to the

systems appropriate for this project. Please adhere to communications protocol described under paragraph 2 of Meetings and Communication section of this document. Additional contacts will be provided by the Project Manager as required.

TBD	Design Manager	480-xxx-xxxx
TBD	Project Manager	480-xxx-xxxx
Bob Barger	State Fire Marshal	602-771-1400
Brian Kerkman	Building Official	480-965-1470
Kevin Lockart	University Technology Office	480-965-2532
Lucas Filippi	Asbestos/Lead Paint	480-727-5816
DPS	Security	480-965-3456
Inspection Line	Inspections	480-727-7100

**4.7.2. Program Development Subphase Submittal** - The DP shall provide services/deliverables as follows:

**4.7.2.1** The DP shall review the 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.

**4.7.2.2** After reviewing the Project Criteria, 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.

**4.7.2.3** The Project Program shall consist of a detailed written report on the following subject matter:

- a) Required size, use, occupancy, and furnishings/equipment requirements of all spaces.
- b) Required relationships of spaces to other spaces.
- c) Required utility services for all spaces and investigations into available utilities.
- d) Environmental requirements of all spaces.
- e) Traffic/circulation requirements within and without the building. Building service requirements.
- f) Tabulation of all net assignable areas.
- g) Explanation of probable non-assignable required areas.
- h) Calculation of probable gross buildings area(s).
- i) Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions,

and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.

- j) Site analysis, including utilities, circulation, service, orientation, adjacent structures, etc.
- k) Energy Model for base and alternate building orientation and building envelope materials.
- l) Storm Water Management Analysis and Plan.
- m) Proposed LEED Score card for the Design (LEED Silver minimum requirement).
- n) Life Cycle Cost Analysis for base and alternate design building envelope materials.
- o) Life Cycle Cost Analysis for base and alternate design Mechanical / Electrical / Plumbing Systems.
- p) Total Cost of Ownership Analysis, based on the Statement of Probable Construction Cost and Life Cycle Cost Analyses;
- q) Review of CM@Risk Value Analysis, Constructability and Bidability submissions.
- r) Provide budget estimates of FF&E.

**4.7.2.4** Provide an estimate of Probable Construction Cost, ASPE “Level One”. Assist the Owner in the analysis of the probable cost of the Project, based upon unit costs and/or systems involved, and make mutually agreed changes to the design concept to maintain the cost of the Project within the established budget. The DP shall reconcile the estimate of Probable Construction Cost for the work defined above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner’s Project Budget available for costs of construction Work. This reconciliation shall provide an estimate within Owner’s Project Budget available for costs of construction Work before the Conceptual Design Subphase as defined below may begin. Design Professional and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk’s estimate or receipt of Design Professional’s estimate to assure the Owner that the project cost is within the designated budget.

**4.7.3** Conceptual Design Development Subphase Submittal - The DP shall provide services/deliverables as follows:

**4.7.3.1** A minimum of three distinctly different concepts shall be presented to the Owner before proceeding with final schematic documents. These concepts are to communicate site, functional and massing relationships. The concepts may be presented in diagrammatic form.

**4.7.3.2** Include with each concept the approximate net assignable to gross area efficiency factors.

**4.7.3.3** Include with each concept a code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.

**4.7.3.4** Include with each concept a Probable Construction Cost estimate, “ASPE Level Two”. The DP shall reconcile the estimate of Probable Construction Cost for the work defined

above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of construction Work. This reconciliation shall provide an estimate within Owner's Project Budget available for costs of construction Work before the Conceptual Design Subphase as defined below may begin. DP and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk's estimate or receipt of DP's estimate to assure the Owner that the project cost is within the designated budget.

**4.7.3.5** Include with each concept a Total Cost of Ownership Analysis.

**4.7.4.** Schematic Design Subphase Submittal - The DP shall provide services/deliverables as follows:

**4.7.4.1** The DP shall review the Project Program with the Owner and the CM@Risk, solicit and receive comments and recommendations from the CM@Risk and the Owner, confirm the Owner's and the CM@Risk's understanding of the subject matter, determine any additional, modified or alternative requirements, and obtain the Owner's approval.

**4.7.4.2** The DP shall provide the Owner with a preliminary evaluation of the requirements of the Project based on the Owner's budget.

**4.7.4.3** The DP shall review with the Owner and the CM@Risk alternate methods and approaches to the design and construction of the Project and recommend the approach and jointly decide with the Owner and the CM@Risk the method best suited to the Owner's requirements and the Project.

**4.7.4.4**

The DP shall select and employ a competent surveyor or engineer, to provide all necessary surveys and soils reports, after obtaining the Owner's prior written approval of costs.

[OR]

The Owner shall select and employ a competent surveyor or engineer, to provide all necessary surveys and soils reports, and shall provide survey or soils reports to the DP.

**4.7.4.5** Based upon the Project Program, the discussions with the Owner and the CM@Risk, the amount within the Owner's Program Budget available for costs of the construction Work, the surveys and the soils reports, the DP shall prepare Schematic Design Documents which will consist of drawings and other documents depicting the scale and relationship of Project components, for review with the Owner and the CM@Risk and for the Owner's approval.

**4.7.4.6** The Schematic Design Documents shall consist of at least the following:

- a) Preliminary site plan (1" = 20'-0") showing walks, parking drives, landscaped areas, drainage, retention and detention areas.
- b) Site survey. [INSTRUCTION TO DRAFTER – DETERMINE IF BY OWNER OR BY DP.]



- c) Soil boring data & consultant's foundation recommendations.  
[INSTRUCTION TO DRAFTER – DETERMINE IF BY OWNER OR BY DP.]
- d) Schematic floor plans, 1/4" = 1'-0".
  - 1) New work, all floor levels including walls, doors, windows, equipment, furniture, location of plumbing fixtures, and structural grid.
  - 2) Remodeled areas of existing buildings, if any, including demolition.
  - 3) Existing building drawings for remodeled areas.
- e) Reflected ceiling plan (if any special or unique features).
- f) Exterior elevations, showing mechanical equipment.
- g) Diagrammatic building sections, each direction through building with structure indicated.
- h) Typical wall sections to show materials, relationships, and construction intent, including structure.
- i) Room materials list and equipment outline.
- j) Narrative of design rationale, code analysis, design load assumptions, and proposed structural systems together with justification of selected system.
- k) Narrative of design rationale and demand assumptions, and descriptions of proposed mechanical system(s), electrical system(s), landscape irrigation system(s), and special system(s).
- l) Preliminary mechanical equipment room layouts (major equipment only).
- m) Preliminary one-line HVAC duct layouts and/or preliminary mechanical piping diagram including preliminary size and location of connection to utility supply.
- n) Plumbing water and sewer main sizing with point of connection to public systems.
- o) Fire protection hazard classification of system and preliminary size of supply main and identification of source location.
- p) Preliminary one-line electrical distribution diagrams with preliminary load and service sources identified.
- q) Preliminary Draft of Project Manual including outline specifications.
- r) Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
- s) Structural, mechanical, electrical, and other calculations used by the DP as a basis for design, appropriate to the Schematic Design level.
- t) Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.
- u) Schematic presentation shall include a rough model, and sketch perspectives of both the exterior and major interior features.
- v) Communications and data transmission system infrastructure.
- w) Energy Model for base and alternate building orientation and building

- envelope materials.
- x) Storm Water Management Analysis and Plan.
- y) Proposed LEED Score card for the Design (LEED Silver minimum requirement) – shall include checklist and strategy.
- z) Life Cycle Cost Analysis for base and alternate design building envelope materials.
- aa) Life Cycle Cost Analysis for base and alternate design Mechanical / Electrical / Plumbing Systems.
- bb) Total Cost of Ownership Analysis, based on the Statement of Probable Construction Cost and Life Cycle Cost Analyses.
- cc) Review of CM@Risk Value Analysis, Constructability and Bidability submission.
- dd) Provide budget estimates of FF&E.

**4.7.4.7** Provide an estimate of Probable Construction Cost, “ASPE Level Three” based on the foregoing, with area breakdowns (net and gross) and analysis. The DP shall reconcile the estimate of Probable Construction Cost for the work defined above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner’s Project Budget available for costs of construction Work. This reconciliation shall provide an estimate within Owner’s Project Budget available for costs of construction Work before the Design Development Subphase as defined below may begin. DP and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk’s estimate or receipt of DP’s estimate to assure the Owner that the project cost is within the designated budget.

**4.7.5** Design Development Subphase Submittal - The DP shall provide services/deliverables as follows:

**4.7.5.1** Based on the Schematic Design Documents and any amendments approved by the Owner in the Program or the Project Budget, the DP shall prepare Design Development Documents for review with the Owner and the CM@Risk and for the Owner's approval, consisting of drawings and other documents to delineate, and define the general design of the entire Project, including size and character as to architectural, structural, mechanical and electrical systems, materials, and any other Project elements as may be appropriate.

**4.7.5.2** The Design Development Phase Documents shall consist of at least the following:

- a) Site survey and annotated site survey showing items for demolition, removal or relocation.
- b) Site Plan:
  - 1) Contours/grading
  - 2) Paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions)
  - 3) Retaining walls
  - 4) Notation of existing memorial trees, plaques and any other marked items
- c) Landscape plan:

- 1) Planting plan.
- 2) Plant materials schedule.
- 3) Point of connection for power and water, and demand for each
- d) Seismic Analysis based on IBC Code Requirements.
- e) Foundation plans:
  - 1) Footing and foundation sizes, reinforcing, elevations
  - 2) Below grade concrete wall thickness
  - 3) Waterproofing, dampproofing, and drainage
- f) Structural framing plans:
  - 1) Horizontal and vertical member size, sample reinforcing
  - 2) Typical floor and roof details, thickness
  - 3) Typical exterior wall supports, bracing, ties, reinforcing
  - 4) Lateral bracing methods, location
  - 5) Fireproofing - NFPA designation
  - 6) Vibration isolation or other special details
  - 7) Design live and dead loads tabulated for all floors, areas, roofs
- g) Exterior wall elevations, all planes.
- h) Typical wall sections.
- i) Typical roofing and flashing details.
- j) Floor plans, all levels and roofs:
  - 1) Partition type identification
  - 2) Smoke and fire compartmentation
  - 3) Built-ins and fixed equipment shown and noted
  - 4) 1/4" scale furniture and movable equipment layouts, for ALL spaces
- k) Reflected ceiling plan:
  - 1) Lights, diffusers, grilles, sprinkler heads and unusual conditions
- l) Stair and elevator details and types.
- m) Room finish and door schedules for all areas/spaces.
- n) Miscellaneous specialties and equipment schedule.
- o) Fixed equipment schedule, locations, and service requirements.
- p) Plumbing systems:
  - 1) Fixture schedule, locations
  - 2) Equipment schedule, locations
  - 3) Water piping, locations (sizes for pipes larger than 1")
  - 4) Waste piping, locations (sizes for pipes larger than 4")
- q) Roof drainage system, locations, and key sizes.
- r) Fire protection systems:
  - 1) Location of check valves, building entrance, riser and drain
  - 2) Provide system performance design criteria
- s) Mechanical systems:
  - 1) Equipment schedule, locations, sizes, types
  - 2) Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams
  - 3) Supply, return, and exhaust duct layout
- t) HVAC piping, locations, and sizes for pipes larger than 1"
- u) Power distribution diagram:

- 1) Power distribution equipment schedule, locations
- 2) Feeder sizes
- 3) Emergency generator size, location
- 4) Uninterruptible power supply equipment size and location, if required
- 5) Grounding, standard details
- 6) Load calculations
- v) Interior electrical plans:
  - 1) Fixture and switch locations with identification
  - 2) Typical receptacle and power outlet locations
  - 3) Special requirements noted
- w) Motor control schedule with starter and circuit sizing.
- x) Communication, data transmission and alarm systems.
- y) Current update of Project Manual including Project specifications.
- z) Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
- aa) Structural, mechanical, electrical, and other calculations used by the DP as a basis for design, appropriate to the Design Development level.
- bb) Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.
- cc) Materials and color boards, exterior and interior.
- dd) Cut sheets of all plumbing, mechanical, electrical, and other special fixtures and equipment.
- ee) Energy Model for base and alternate building orientation and building envelope materials.
- ff) Storm Water Management Analysis and Plan.
- gg) Proposed LEED Score card for the Design (LEED Silver minimum requirement) – shall include checklist and strategy.
- hh) Life Cycle Cost Analysis for base and alternate design building envelope materials.
- ii) Life Cycle Cost Analysis for base and alternate design Mechanical / Electrical / Plumbing Systems.
- jj) Total Cost of Ownership Analysis, based on the Statement of Probable Construction Cost and Life Cycle Cost Analyses.
- kk) Preliminary SWPPP, regardless of site size.
- ll) Review of CM@Risk Value Analysis, Constructability and Bidability submissions.
- mm) Provide budget estimates of FF&E.

**4.7.5.3** The DP shall work in a collaborative manner with the CM@Risk in developing items defined above

**4.7.5.4** Provide an estimate of Probable Construction Cost, “ASPE Level Four”, for the Design Development Subphase, including all proposed optional price items and cash allowances.

The DP shall reconcile the DP's estimate of Probable Construction Cost for the work defined above with the estimate of Construction Costs as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of the construction Work. This reconciliation shall provide an estimate within Owner's Project Budget available for construction Work before the Construction Documents Subphase as defined below may begin. DP and CM@Risk shall reconcile their Cost estimates with each other and the Owner not later than (7) days after the completion of CM@Risk's estimate or receipt of DP's estimate to assure the Owner that the project cost is within the designated budget. No additional services expenses will be charged to the Owner by the DP to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5%. Efforts to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5% shall not be considered an acceptable Project delay by the Owner.

**4.7.6 GMP-Setting Subphase Submittal** - The DP shall provide services/deliverables as follows:

**4.7.6.1** The Owner, with advice from the DP and CM@R, will establish the point in the development of the design and the corresponding Probable Construction Cost that the GMP will be established. The DP will provide a set of Design Documents and specifications that represent the current state of design for the project and that the CM@Risk will use to establish the GMP. This GMP-Setting Subphase Submittal shall address the list of deliverables described in the [Design Development] **[OR]** [Construction Documents] Subphase Submittal. It is anticipated that the GMP-Setting Subphase Submittal will be delivered during the [Design Development] **[OR]** [Construction Documents] Subphase.

**4.7.6.2** The DP shall respond to questions and provide design document clarification to the Owner and the CM@Risk as required to ensure accurate GMP assumptions. The DP shall participate in a GMP-Setting coordination meeting with the CM@Risk, and shall validate or identify inconsistencies within the CM@Risk's set of GMP Assumptions.

**4.7.6.3** The DP shall prepare additional supplementary instructions (ASIs) as required. The DP shall provide original sealed copy to [Project Manager Name] and copy to CM@Risk.

**4.7.6.4** Provide an estimate of Probable Construction Cost, "ASPE Level Five", for the GMP Setting Documents, including all proposed optional price items and cash allowances. The DP shall reconcile the DP's estimate of Probable Construction Cost for the work defined above with the Guaranteed Maximum Price (GMP) as developed by the CM@Risk for the work defined in the GMP-Setting Documents and with the amount within Owner's Project Budget available for costs of the construction Work. No additional services expenses will be charged to the Owner by the DP to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5%. Efforts to reconcile the CM@Risk's estimate and DP's estimate to within a difference of less than 5% shall not be considered an acceptable Project delay by the Owner.

**4.7.6.5** If the Work is intended to be done in Phases with Multiple Bid Packages and some Phases are intended to start after the GMP is established but before all of the Construction Documents are complete, the DP's stamp shall be affixed to the documents for those initial Phases of the Work only after Owner review and incorporation of all final comments.

**4.7.6.7** Permits are required as follows:

- i) DP shall submit all required drawings and obtain all required permits from:
  - ASU Construction, CPMG
  - ASU Fire Marshal, EH&S
- ii) All other permits are to be submitted to the Authority Having Jurisdiction and paid for at the time of permit submission.

**4.7.7 Construction Documents Subphase Submittal - The DP shall provide services/deliverables as follows:**

**4.7.7.1** 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 Bid Documents, Drawings, Specifications and a revised estimate of Probable Construction Cost. The DP must be aware of, and conform with, the order of precedence provisions contained in the CM@Risk Agreement except as provided in this Paragraph. The Construction Documents are subject to review and approval by the Owner. The Construction Documents shall consist of at least the following:

**4.7.7.2** The DP shall provide fully updated versions of the deliverable documents listed in the Design Development Subphase Submittal list, reflecting 100% complete drawings, checked and coordinated with all sub-consultants and Owner consultants.

**4.7.7.3** Specifications.

- a) All sections complete and edited project specific.
- b) Written descriptions of all options (alternates) allowances, unit prices, and special construction scheduling requirements.
- c) Table of contents for technical sections.
- d) Schedule of drawings.

**4.7.7.4** Final code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.

**4.7.7.5** Final structural, mechanical, electrical, acoustical, vibration, lighting and other calculations used by the Design Professional as a basis for design.

**4.7.7.6** Cut sheets for final selection of all equipment.

**4.7.7.7** Final material and color boards.

**4.7.7.8** Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.

**4.7.7.9** Final Submittal shall include all bidding documents, ready for reproduction, with all final comments from the Construction Documents submittal resolved.

**4.7.7.10** DP's stamp shall be affixed to documents only after Owner review of the Construction Documents submittal and incorporation of all final comments.

**4.7.7.11** Master plan/expansion information to inform future project planning teams.

**4.7.7.12** Provide an estimate of Probable Construction Cost, "Level Five", for the Construction Documents phase, including all proposed optional price items and cash allowances. The DP shall reconcile the DP's estimate of Probable Construction Cost for the work defined above with the Guaranteed Maximum Price (GMP) as developed by the CM@Risk for the work defined above and with the amount within Owner's Project Budget available for costs of the construction Work.

**4.7.7.13** Permits are required as follows:

i) DP shall submit all required drawings and obtain all required permits from:

ASU Construction, CPMG  
ASU Fire Marshal, EH&S

ii) All other permits are to be submitted to the Authority Having Jurisdiction and paid for at the time of permit submission.

## **4.8** Construction Phase Services and Documents.

### **4.8.1** Construction Administration Subphase.

**4.8.1.1** Although activities in the Design Phase will not be complete and although the Design Phase will not end until the Design Phase activities are complete, the Construction Administration subphase (CA) shall commence with the Owner's acceptance of the final GMP and issuance of a Notice-to-Proceed with Construction or, if the Owner elects to proceed on a different delivery method determined by the Owner, award of the construction contract.

**4.8.1.2** The DP shall review the CM@Risk project schedule submittal which reflects Project completion. CM@Risk shall continue to revise and submit said schedule until it is satisfactory in form to DP and acceptable to Owner.

**4.8.1.3** Intentionally Omitted.

**4.8.1.4** The DP shall have authority to act on behalf of the Owner only to the extent provided in this DP Agreement and the CM@Risk Agreement, unless otherwise agreed 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 Work, for the acts and/or omissions of the CM@Risk, any contractor, any Subcontractor, or any other persons performing any of the Work.

**4.8.1.5** At or near the commencement of the Construction Administration subphase, the Owner, CM@Risk and the DP will promptly schedule a Pre-Construction meeting to establish procedures for the Construction Phase of the Work, including, among other matters, expected

handling of submittals and Owner Site activities schedules. In addition, the meeting shall include, but not be limited to, discussions of key contract provisions, unresolved schedule coordination concerns, procedures for paperwork processes, inspections, and acceleration of work and any other items of importance based on the Project's specific attributes and goals.

**4.8.1.6** The DP shall attend progress meetings, to address and resolve such matters as procedures, scheduling problems, work deficiencies, submittals, Requests for Information (RFI's), and/or other matters relating to the completion of the Project in accordance with the Construction Documents and the Section 4.8.1.2 progress schedule. Special meetings shall be held as requested by the Owner or deemed necessary by the DP. Written minutes shall be distributed to all attendees within two (2) business days after each regular meeting and any special meeting in accordance with the "Meetings and Communication" section of "Exhibit A - Scope of Services for Design Professional".

**4.8.1.7** Upon receipt, the DP shall review the proposed Schedule of Values submitted by the CM@Risk, and promptly provide a written evaluation to the Owner with appropriate comments.

**4.8.1.8** The DP shall make visits to the site at least once a week to be knowledgeable about the progress and quality of the Work and to determine if the Work is proceeding in accordance with the construction schedule and particularly the Project schedule set forth in section 2.3.1.2. On the basis of these on-site observations, the DP shall keep the Owner informed of the progress of the Work. Field administration and observation of the Work shall include the DP's Subconsultants. The DP shall require each Subconsultant to provide such field administration and observation as required.

**4.8.1.9** 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 subphase. DP shall immediately advise the CM@Risk of any anticipated delays reported to Owner. All reports shall be based on the personal first-hand observations by DP, its staff, and its Subconsultants. DP shall also review the CM@Risk's Monthly Status Reports to further inform the DP's Weekly Progress Reports to the Owner.

**4.8.1.10** Using the Schedule of Values and based on the CM@Risk's progress payment applications in hand, the DP shall determine the progress amounts payable to the CM@Risk and shall certify progress for payments within seven (7) days after receipt of the CM@Risk'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 CM@Risk's Payment Applications, the DP shall specify in writing to Owner any reasons for withholding Certificates for Payment, in full or in part, as set forth in the CM@Risk Agreement. Owner, along with the DP, will concurrently review CM@Risk's Payment Application and make final determination on withholding Certificates for Payment, in full or in part of Payment Applications.

**4.8.1.11** The DP shall interpret the requirements of the Construction Documents. The DP shall render written interpretations within xxxx (x) calendar days of receipt of any written request from the Owner or the CM@Risk. The interpretations shall be consistent with the intent of and reasonably inferable from the Construction Documents. The DP shall review RFIs submitted by the CM@Risk. Submissions of RFIs by the CM@Risk shall be acted on and returned to CM@Risk within xxxx (x) calendar days of receipt.

**4.8.1.12** Within xxxx (x) calendar days following receipt of written notice of a claim or



controversy between the Owner and the CM@Risk, the DP shall either request additional information from the Owner and/or CM@Risk 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 xxxx (x) calendar days after the DP receipt of such information.

**4.8.1.13** The DP shall review and approve submittals, shop drawings, product data, samples, other required submissions of the CM@Risk. 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 CM@Risk shall be acted on and returned to CM@Risk within no later than xxxx (x) days of receipt. If review and approval are not timely, the DP shall immediately notify the CM@Risk and the Owner in writing stating the reason for the delay. Resubmittal shall be acted on and returned to the CM@Risk within xxxx (x) days, except on complex submittals with significant deficiencies, wherein the submittal turnaround time shall be within xxxx (x) days.

Each Submittal and Shop Drawing from the CM@Risk must be accompanied by a transmittal letter containing a list of the titles and numbers of the Shop Drawings. Each series shall be numbered consecutively for ready reference. Each Submittal and Shop Drawing shall be marked with the following information:

- a) Date of Submission
- b) Name of Project
- c) Location of Project
- d) Branch of Work (Specification Section)
- e) Project Number
- f) Name of Submitting CM@Risk
- g) Name of Subcontractors
- h) Revision Number

Submittals identified by Owner shall be submitted to Owner for its review concurrent with review of same by DP. During Construction Phase CM@Risk shall promptly provide Owner with an electronic copy of all approved submittals.

**4.8.1.14** The DP shall promptly review and analyze all requests for Change Orders or Amendments 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 and assist the Owner in negotiations of those Change Orders. DP shall indicate concurrence within xxxx (x) days by written signature on all final Change Orders or Amendments to CM@Risk Agreement. DP shall perform the foregoing for Contingency Use Authorizations and Allowance Use Authorizations, if requested by Owner.

**4.8.1.15** The DP shall not direct changes to the Work without prior written consent of the Owner. The DP may approve and direct minor changes in the Work provided those changes do not affect the project schedule or the GMP, and shall inform the Owner in writing in advance of such approvals or directions. Only the Owner may modify the project schedule or make any changes that financially affect the Project.

**4.8.1.16** 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 CM@Risk 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 CM@Risk to uncover portions of the Work, as provided in the General Conditions to the CM@Risk Agreement.

**4.8.1.17** The DP shall notify the Owner if the CM@Risk refuses or fails to prosecute Work, or any part thereof, with such diligence as will ensure its completion within the project schedule or fails to complete the Work within the project schedule, or refuses to correct defective Work, the DP shall immediately notify the Owner upon the DP becoming aware of the situation and the DP shall promptly consult with the Owner to resolve design issues, if any, involved in the situation reported on.

**4.8.1.18** The DP shall perform all other responsibilities necessary to carry out the general intent and specific provisions of this DP Agreement and to fulfill the DP's role under the CM@Risk Agreement or to obtain the full compliance by the CM@Risk with the CM@Risk Agreement.

**4.8.1.19** The extent of the duties, responsibilities and limitations of authority of the DP as a representative of the Owner as defined herein shall not be modified or extended after the date of this DP Agreement without the written consent of the Owner.

#### **4.8.2** Closeout Subphase.

**4.8.2.1** DP shall give Owner its best advice as to scheduling of a date for a pre-closeout meeting and participate in such pre-closeout meeting.

**4.8.2.2** DP shall promptly review all closeout documents provided by CM@Risk and will advise Owner within seven (7) days of deficiencies ascertained, if any.

**4.8.2.3** DP shall promptly review As-Builts provided by CM@Risk for accuracy and will note any changes required in writing. With respect to any changes or corrections in the Work which are made subsequent to Substantial Completion, such revisions shall be submitted to the DP for approval prior to Final Payment to CM@Risk taking place. DP shall deliver As-Built Drawings documents to Owner as soon as possible upon completion of construction. Final payment will be withheld until final documentation has been received, reviewed and approved by the Owner.

**4.8.2.4** When the CM@Risk determines the Work, or a portion or segment of the Work, which the Owner wants to accept separately and make use of, and agrees in writing to do so, is Substantially Complete, the CM@Risk shall notify the Owner and the DP, and submit to the Owner and DP a comprehensive list of items to be completed or corrected as to the Work. Within five (5) business days of receipt of the CM@Risk's notice and list, the Owner, the DP and CM@Risk will jointly inspect the Project to determine whether Substantial Completion has in fact occurred. If it is determined by the Owner that the Work, or the relevant portion thereof, is Substantially Complete, the Owner with the assistance of the DP shall issue the Certificate of Substantial Completion, with attached Punch List generated by the DP, stating the date of Substantial Completion. The Certificate of Substantial Completion shall be executed by the Owner, the DP and the CM@Risk. The CM@Risk shall thereupon proceed promptly to complete or correct Punch List items.

**4.8.2.5** DP shall promptly review CM@Risk Operation and Maintenance manual(s) for completeness.

**4.8.2.6** DP shall promptly provide a sealed record drawing set incorporating CM@Risk's "As-Builts". DP shall provide professional services to transfer the CM@Risk-supplied as-built information to the original Construction Documents for a final set of record drawings per the [As-Built Drawings](#) requirements

**4.8.2.7** Upon notification by the Owner, the DP shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and issue the Certificate for Final Payment, if and as appropriate. The DP shall also assemble and transmit to the Owner a submittal consisting of all manuals, warranties, "As-Built" drawings, "Record Drawings", spares, and other items to be furnished by the CM@Risk under the Contract Documents, and certify to the Owner that the submitted package is complete, correct, and appropriate for the items therein represented.

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

**4.8.2.9** 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 DP Agreement with any balance due immediately from the DP to the Owner.

#### **4.8.3 CM@Risk Warranty Subphase.**

**4.8.3.1** The DP shall participate in a Warranty-Walk-through with the CM@Risk and the Owner at a date ten (10) months after the Date of Substantial Completion.

**4.8.3.2** The DP shall coordinate with the MEP Testing and Balancing contractor and Commissioning Consultant.

**4.8.3.3** The DP shall participate in a Warranty-Walk-through with the CM@Risk and the Owner at a date twenty-two (22) months after the Date of Substantial Completion.

## **Section 5 Fee Proposal and Contract Management**

### **5.1 Professional Fees.**

**5.1.1** See Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) - Article 6 and "Exhibit B – Schedule of Payments" for specific information.

**5.1.1.1** The proposal for DP services includes the requirements for all services described in the Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition), and this “Exhibit A - Scope of Services for Design Professional”. The DP shall provide individual fees for the following Subphases: Program Development, Conceptual Design, Schematic Design, Design Development, GMP-Setting Documents, Construction Documents, Construction Administration, Closeout and Warranty Subphases as required in “Exhibit B – Schedule of Payments”.

**5.1.1.2** The DP proposal shall be provided in a format acceptable to the Owner.

**5.1.1.3** “Exhibit C – DP Proposal” shall include a fee schedule to list hourly rates for prime and sub consultants, for principals and staff, as a basis for additional services, if required. (Note: Additional services must have prior written approval by ASU Office of the University Architect.

**5.1.2** DP shall clearly identify all Subconsultants performing work for this Project in the Fee Proposal. Any Subconsultants not originally identified in the Statement of Qualifications submittal resulting from the Owner’s RFQ shall be submitted to the Owner for review and will be included in the project team only upon written approval of the Owner.

**5.1.3** Reimbursable Expenses. See Standard Form Agreement Between Owner and Design Professional (Construction Manager at Risk Edition) - Article 4.

**5.1.4** Invoices. The standard AIA G605 form, or equivalent, should be used, and all supporting documentation attached.

All invoices must be submitted directly to CPMG, an electronic version is preferred, or one of the below addresses:

Email Address:

PM: email

CC DM: email

Courier Address:

Arizona State University  
c/o [Project Manager Name]  
1551 S. Rural Rd.  
Tempe, AZ 85281

Mailing Address:

Arizona State University  
c/o [Project Manager Name]  
P.O. Box B875512  
Tempe, AZ 85287