

**The Arizona Board of Regents**  
on behalf of

**THE UNIVERSITY OF ARIZONA**  
Tucson, Arizona

**REQUEST FOR QUALIFICATIONS**  
Information for Respondents and Form of Agreement

For

**DESIGN-BUILD SERVICES**

Relating to

The University of Arizona's  
**University of Arizona Deferred Maintenance Project – Bldg 65**

Located at 933 North Cherry Avenue, Tucson, AZ 85721  
On the Campus of the University of Arizona, in Tucson, Arizona.

UA Project No. 1247418  
March 8, 2019

# TABLE OF CONTENTS

## Part 1: Request for Qualifications

Announcement of the Request for Qualifications.....	5
Project Information.....	8
Project Description	
Project Goals and Objectives	
Facility Program	
Site Description	
Project Location Map	
Project Budget	
Project Schedule	
University Design Considerations	
Project Delivery Method	
Statement of Qualifications Requirements .....	11
Format of Statement of Qualifications	
Delivery of Statement of Qualifications	
Schedule for the Request for Qualifications Process	
Cover Letter	
Evaluation Criteria	
Team Experience	
Key Individuals Experience	
Design-Build Project Management Approach	
Design Professional Responsiveness, Local Knowledge & Experience	
Sub-Contractor Selection Process	
Criteria	
Appendix	
Client References	
Professional Registrations, Licenses, and References	
Conflict of Interest Certification Form	
Addendum Acknowledgement Form	
Information for Respondents .....	19
General Description of the Request for Qualifications Process	
Communications with the University	
Definition of Respondent	
Reservation of Rights by the University	
Incurring Costs	
Regulations and Pro Forma Agreement	
Affirmative Action	
Disclosure of Data	
Respondents Interested in More Than One Statement of Qualifications	
Conflict of Interest / Commitment	
Return of Statements of Qualifications	
<b>Part 2: Appendix .....</b>	<b>23</b>
Conflict of Interest Certification Form	
Addendum Receipt Acknowledgement Form	

Project Staffing Matrix (sample)  
Pro Forma Agreement

This Request for Qualifications is separated in two parts: Part 1 – Request for Qualifications Information, and Part 2 - Appendix. The Appendices of Part 2 are part of the Request for Qualifications and the terms, conditions and criteria therein must be met by any Firm/Team.

The University of Arizona's  
**University of Arizona Deferred Maintenance Project – Bldg 65**  
UA Project No. 1247418

## **PART 1: REQUEST FOR QUALIFICATIONS**

Facilities Management  
The University of Arizona  
1610 N. Vine Ave  
Tucson, Arizona 85721

# ANNOUNCEMENT OF THE REQUEST FOR QUALIFICATIONS

for  
**Design-Build Services**

relating to  
The University of Arizona's  
**University of Arizona Deferred Maintenance Project – Bldg 65**  
UA Project No. 1247418

The University of Arizona invites interested and qualified Design-Build Firms/Teams to submit a written Statement of Qualifications to provide Design-Build Services, including Architecture, Engineering, Specialty Design, Construction Management, and Construction Services, relating to the proposed new **University of Arizona Deferred Maintenance Project – Bldg 65**, to be located 933 North Cherry Avenue, Tucson, AZ 85721, on the Campus of the University of Arizona in Tucson. This is a qualifications-based selection process. Neither design proposals nor fee proposals are desired at this time.

The proposed scope of work includes design, construction management and construction services, and formal building commissioning. Pre-Construction Phase services will include complete design services; site surveying; geotechnical investigation; constructability reviews; building systems review and recommendations; construction scheduling; cost estimating; value engineering; recommendations for efficient project delivery including integration of formal commissioning processes; and preparation of a Guaranteed Maximum Price (GMP). It is intended that, after mutual agreement on the GMP, the agreement will be amended to include complete Construction and Warranty Phase services.

## **Project Description**

The University of Arizona invites interested and qualified Design-Build Contractors/Teams to submit a written Statement of Qualifications to provide Design-Build Services, predominately focused on Mechanical and also including Architecture, Engineering, Specialty Design, Construction Management, and Construction Services, relating to the proposed **University of Arizona Deferred Maintenance Project – Bldgs 65/65A/65B**, located at 933 North Cherry Avenue, Tucson, AZ 85721, on the Campus of the University of Arizona in Tucson

The University of Arizona Steward Observatory Building, generally considered Building 65, was originally dedicated in 1923 as a telescope observatory building with a minimal amount of occupied spaces in the lower-level floors. The current buildout of the facility includes four separately recognized buildings comprised of 129,107 square feet of occupied space and classified as follows: The Dome (1923), Building 65 (1960), Building 65A (1983), Building 65B (1992). Steward Observatory presently houses the research arm of the Department of Astronomy at the University of Arizona and is mostly comprised of offices, classrooms, and electronics laboratories.

A preliminary facilities condition building survey of existing HVAC, plumbing, electrical and architectural deficiencies has been performed. Areas of concern include but are not limited to:

- Obsolete Mechanical HVAC Equipment including Air Handling Units, Terminal Units, Steam to Hot Water Conversion and Automated Controls
- Obsolete Electrical Service Entrance Equipment
- Building-Wide Enclosure Water-Proofing
- Building 65 Roof Replacement

- General improvements to exit signage, fire proofing, hardware
- Opportunities for building energy efficiency improvements

Rough Order of Magnitude (ROM) cost for deferred maintenance upgrades a total project cost not to exceed \$10 Million. The UA intends to keep building occupied and perform work in a staged/sequential order to provide for operational continuity throughout construction efforts. The successful design build team is required to complete design and construction by December 31, 2019. This is a qualifications-based selection process. Neither design proposals nor fee proposals are desired at this time.

The proposed scope of work includes design, general contractor construction management and construction services, and formal building commissioning. Pre-Construction Phase services will include complete design services; site surveying; constructability reviews; building systems review and recommendations, design phase building commissioning; construction scheduling; cost estimating; value engineering; recommendations for efficient project delivery including integration of formal commissioning processes; and preparation of a Guaranteed Maximum Price (GMP). It is intended that, after mutual agreement on the GMP, the agreement will be amended to include complete Construction and Warranty Phase services.

### **Statement of Qualifications (SOQ)**

A Request for Qualifications with Information for Respondents and Form of Agreement will be available beginning at **12:00 PM/MST (Local Tucson time) on Friday, March 8, 2019**. The Request for Qualifications, and any published addenda, may be downloaded from the Facilities Management web site:

Facilities Management web site: <https://www.fm.arizona.edu/#/>

PACS (UA Procurement & Contracting Services) web site: [https://pacs.arizona.edu/rfp-bid\\_opportunities](https://pacs.arizona.edu/rfp-bid_opportunities)

**It is the sole responsibility of the Respondent to obtain, review, and acknowledge any addenda that may be published on the websites.**

A Mandatory pre-submittal meeting will be held at 9:00 AM/MST (**Local Tucson time**) on **Wednesday, March 20, 2019, at Facilities Management Administration 1610 N. Vine Ave., Tucson, AZ 85719 in Conference Room 126**. Visitor parking is available when you enter off of Ring Road (road just east of Vine) and park in behind the blue fence across from the Parking Garage. The purpose of this meeting is to familiarize potential Respondents with the basic character of the project, and to address any questions about the Request for Qualifications. Attendance at this meeting is **mandatory** and will be the **only** time that prospective Respondents will be able to visit and tour the existing facility.

**Due Date:** Statements of Qualifications shall be delivered to the University no later than **2:00 PM/MST (Local Tucson time) on Friday, March 29, 2019** and shall be addressed and marked as follows:

For U.S. Mail: **Only (please note that all U.S. Mail, including Express Mail, is delivered to the University's Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):**

Statement of Qualifications for Design-Build Services for:  
University of Arizona Deferred Maintenance Project – Bldg 65

UA Project No. 1247418  
The University of Arizona  
Procurement and Contracting Services  
P.O Box 210300  
Tucson, Arizona 85721  
Attn: Jeff Sembar, Buyer

**For other methods of delivery (e.g. FedEx, UPS, etc.):**

Statement of Qualifications for Design-Build Services for:  
University of Arizona Deferred Maintenance Project – Bldg 65  
UA Project No. 1247418  
The University of Arizona  
Procurement and Contracting Services  
University Services Annex, Bldg. 300A  
220 W. 6th Street, 5th Floor  
Tucson, Arizona 85701  
Attn: Jeff Sembar, Buyer

Deliver **Eight (8) copies** of the SOQ together in a sealed package. Do not wrap each copy separately. Include a digital copy of the SOQ on a thumb drive with each hard copy of the SOQ.

Copies of the Statement of Qualifications shall not be sent to any other office or department of the University of Arizona. The University reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or decline to waive irregularities in any SOQ. All information regarding the content of the Statements of Qualifications will remain confidential until an award is made or until all Statements of Qualifications are rejected.

**Submission of a Statement of Qualifications shall constitute acceptance by the Respondent of all the terms, clauses, and conditions of the Pro Forma Agreement which will be used for this Project. A copy of this Pro Forma Agreement can be found in the Appendix of this Request for Qualifications.**

Please address all inquiries concerning this Request for Qualifications, the Project, or the selection process in general, **ONLY** to Jeff Sembar, Buyer; [jsembar@email.arizona.edu](mailto:jsembar@email.arizona.edu), (520) 626-7439.

See above for Buyer contact addresses.

Publish:           Daily Territorial:           March 13<sup>th</sup>, 2019

# PROJECT INFORMATION

## Project Goals and Objectives

The objective of this Deferred Maintenance Upgrade project is to refurbish aging building systems and other existing conditions to correct deficiencies. The building will not be vacated prior to commencement of work. Formal commissioning of systems will also be required.

## Site Description

An evaluation of building systems and general condition has been performed and documented. Information re: this evaluation will be shared with the successful Design-Build team and should be used as a “road map” for the project. It is not the intention of the UA to vacate the building occupants prior to the start of the project.

## Project Location Map



## Project Budget

The total project budget for this project will be **\$10,000,000 (is not to exceed)**. This represents the complete construction cost of the facility as expected in the form of a Guaranteed Maximum Price from the Design Build team, in 2019 dollars. The GMP will include a “bidding contingency” commensurate with the level of completion of the documents and with the current nature of the



market, at the time the GMP is prepared.

The University has endeavored to include in the construction budget sufficient allowance to compensate for the difficult and restricted construction site and staging areas.

## **Project Schedule**

The University of Arizona does not intend to vacate the building prior to commencement of work to complete work as quickly and efficiently as possible. Preferred design/construction start is approximately the beginning of April and may require a “fast track” strategy to accelerate the schedule. The University of Arizona anticipates completion by December 31, 2019.

## **University Design Considerations**

In addition to critical project-specific issues, all University facilities must be good citizens of the campus and the community. This citizenship is embodied in the considerations described here, among many others.

- supporting the education, research, and outreach missions of the University
- creating appropriate architecture for the Campus of the University of Arizona in Tucson, Arizona
- understanding and interpreting the cumulative design traditions of the cultures and peoples of Tucson, Arizona
- understanding of and sensitivity to an environment such as the Sonoran desert around Tucson, and of the appropriate climatic responses to that environment
- understanding of and sensitivity to an environment such as a modern University campus in a southwestern urban setting
- achieving an optimal balance of programmatic needs, architectural quality and life-cycle costs within the budget
- providing a facility that can be operated and maintained efficiently, safely and economically
- designing the project as an example of sustainability and energy efficiency achievement in the Tucson environment
- incorporating accessible design principles to ensure that the completed facility provides full, equal, and unrestricted access to all users
- incorporating design principles which ensure the safety and security of the completed facility, as well as of those who use and move through it
- achieving a comprehensive approach to the incorporation of all building infrastructure and engineering systems into the architectural design

## **Project Delivery Method**

The University intends to utilize a **Design-Build** project delivery process for this project. In this delivery method, the Design-Build Firm/Team is selected using a qualifications-based selection process. Upon selection of the most-qualified Design-Build Firm/Team, the University will negotiate a fixed-fee for Part 1 Pre-Construction Phase services.

The DB’s Part 1 Pre-Construction Phase services will include: program verification, conceptual design, schematic design, and construction documentation of the mutually-agreed design solution; site surveying; geotechnical investigation; constructability reviews; building systems review and recommendations; construction scheduling; cost estimating; value engineering; recommendations for efficient project delivery including integration of formal commissioning; and preparation of a Guaranteed Maximum Price (GMP).

After mutual agreement on the GMP, the Design-Build Agreement will be amended to include Construction and Warranty Phase services. If the University and the DB are unable to reach mutual agreement on a GMP that the University feels is fair and reasonable, the University may terminate the DB Agreement, and solicit competitive sealed bids for the construction.

The DB will pre-qualify Subcontractors, including any work proposed to be self-performed, and “buy-out” (bid) all labor and materials to provide a complete project.

To maintain the project’s aggressive schedule, the University may require that construction will be accomplished in a “fast-track” manner, utilizing multiple GMP packages. The scope of each package, the extent of the overlap between design and construction site work, and the timing of the preparation of the GMPs, will be mutually agreed between the University and the Design-Builder.

# STATEMENT OF QUALIFICATIONS REQUIREMENTS

## Format of Statement of Qualifications

The Statement of Qualifications should be fully self-contained, and should display clearly and accurately the capabilities, knowledge, experience, and capacity of the Respondent to meet the requirements of the project and the RFQ. Respondents are encouraged to utilize methods they consider appropriate in communicating the required information. If there are questions concerning appropriate submittal material, please contact the University's Buyer.

**Jeff Sembar**  
**520-626-7439**

[jsembar@email.arizona.edu](mailto:jsembar@email.arizona.edu)

Statements of Qualifications should be printed on 8-1/2"x11" pages (with fold-out pages to 11"x17" in size, if required), and should be either coil- or comb-bound. Do not use 3-ring binders, slip covers, or any other form of binding. The minimum font size is 10 point. Covers and tabs may extend beyond the 8-1/2" dimension. Combinations of text and graphic images may be used at the Respondent's discretion. The SOQ shall not exceed 100 pages of text and images, not including covers and tabs. This page-limit may be considered as 50 double-sided pages, or 100 single-sided pages.

An Appendix of not more than 10 pages shall be included, which shall not count toward the previously-stated page limit. Include **only** the information described below in the Appendix of the SOQ. No other required or voluntary materials may be included in the Appendix.

Do not include design concepts or fee proposals related to this Project with the SOQ.

## Delivery of Statement of Qualifications

Statements of Qualifications shall be addressed and delivered to the University of Arizona as described in the *Announcement of the Request for Qualifications*, published elsewhere in this RFQ.

Telephonic, telegraphic, electronic, or facsimile Statements of Qualifications or modifications of SOQs will not be considered. SOQs received after the time and date fixed for receiving them will not be considered, and will be remain unopened. Respondents are solely responsible for the delivery of their SOQ to the above location by the time and date specified. Statements of Qualifications may be withdrawn, either personally or by facsimile request, any time before the scheduled due date and time. Withdrawal requests must be confirmed by original written instrument. If requested, the names of the Prime Respondents will be announced at the date and time specified for receipt.

## Schedule for the Request for Qualifications Process

The date when the RFQ is available, the Pre-Submittal Meeting, and the Due Date for Statements of Qualifications, are noted in the *Announcement of the Request for Qualifications* published elsewhere in this RFQ

A detailed schedule for the Request for Qualifications process is as follows:

RFQ Available

03/08/19

Pre-Submittal Meeting	03/20/19
Due Date for RFQs	03/29/19
Interview List Announced	TBD
Interviews	TBD
Short-List Announced	TBD

## **Submittal Requirements**

### **Cover Letter**

Include in the Statement of Qualifications a Cover Letter highlighting the Firm's/Team's unique qualifications for this project. Also indicate the name, telephone number, facsimile number, and direct e-mail address, for the primary point-of-contact of the Prime Respondent.

### **Evaluation Criteria**

The University is seeking the most creative, responsive, and best qualified Design-Build General Contractor /Team to collaborate with the University in achieving the successful realization of this complex project. Such Teams should be multi-faceted with a strong mechanical background, include a broad range of disciplines, and should be assembled to address the unique requirements of this project as enumerated in the *Project Description*, as well as those criteria described in the *University Design Considerations*, published elsewhere in this RFQ.

In addition to the Design Professional and the Contractor, Respondents should include entities that bring to the DB Firm/Team expertise in the following pertinent areas:

- all normal Design and Engineering Sub-consultants, including civil engineers, structural engineers, mechanical engineers, plumbing engineers, fire protection engineers, electrical engineers, telecommunications engineers, interior designers, landscape architects, cost estimators, commissioning services providers, and test and balance services providers
- any Specialty Sub-consultants included in the Firm/Team to address design issues raised by this particular project's requirements
- all normal Construction Management personnel and/or Sub-consultants, including cost estimators, construction schedulers, value engineers, and building systems specialists
- any Subcontractors proposed by the Firm/Team to provide specialized assistance during the Pre-Construction Phase of the project; such Subcontractors may be included on the Team only on a fee-for-service basis, with the services being completed prior to the buy-out process, and must acknowledge that they will be subject to the same pre-qualification and competitive bidding requirements as all other Subcontractors for actual construction of the project)

The Statement of Qualifications will be evaluated based on the following criteria, with the relative weight of each criterion being identified by the number of points assigned. Please organize the information in your submittal in the same order as they are listed below. If, in the sole judgment of the University, any section is absent or significantly incomplete, the University reserves the right to reject the submittal.

In scoring all the Evaluation Criteria listed below, the Search Committee may give additional consideration to proposed Team members who have successfully worked together on past projects, and more importantly on past projects of comparable scope, budget, and schedule complexity to this project.

### **Team Experience (30 points)**

Be sure to address the experience of **both** the design and construction elements of the Design-Build Firm/Team.

Utilizing comparable projects focusing on over 90% mechanical, clearly demonstrate the special expertise, qualifications, and experience, of the proposed Design-Build Firm/Team, relevant to the specific requirements of this project as enumerated in the *Project Description*, as well as those criteria described in the *University Design Considerations*, published elsewhere in this RFQ. Such projects may include current work, but consideration should be given to including completed and occupied projects, as well.

Describe a **minimum of three (3)** projects completed by the Firm(s)/Team(s), which are similar or comparable to this project's scope, construction type, budget, schedule, and logistical complexity. Provide examples of how unique requirements and circumstances have previously been successfully addressed. Such examples should include work of the Design Professional and the Construction Contractor, and may also include work of key Sub-Consultant Members of the Team. Respondents may include additional representative projects, at their discretion.

Describe each project by providing the specific information requested below:

- brief narrative of the project, including any unique feature(s) relevant to this project
- visual images that illustrate the features and character of the project
- key team members who are proposed for involvement in this project
- project location
- project size (in net assignable and gross square feet, divided by major space type)
- cost (original construction budget and final construction cost)
- initially scheduled completion date and final completion date
- special sequencing issues (fast-track, phased completion, etc.)
- construction delivery method (CM@R, design-bid-build, design-build, etc.)

### **Key Individuals Experience (20 points)**

Be sure to address the experience of **both** the design and construction elements of the Design-Build Firm/Team.

Identify the specific key individuals from the Design, Construction Management, and Construction members of the Design-Build Firm/Team, who are proposed to be assigned and contractually obligated to this project, during the pre-construction and construction phases. Include those individuals who will be assigned to the project to help provide responsiveness and knowledge of local conditions. The University values the increased levels of responsiveness and local conditions knowledge typically provided by local Arizona Firms, and desires to maximize local business participation using local workforces, thereby improving economic and employment conditions in Tucson and Arizona. Please provide a short narrative of how your Firm/Team will maximize local participation, including a description of local team member roles and responsibilities that will be included in your local teaming agreement.

Utilizing comparable projects, clearly demonstrate the special expertise, qualifications, and experience, of those individuals, relevant to the specific requirements of this project as enumerated in the *Project Description*, as well as those criteria described in the *University Design Considerations*, published elsewhere in this RFQ.

Identify how long each individual has been employed by the responding Firm/Team in the capacity of responsibility proposed for this project, and location where each individual currently resides. Provide resumes of all the identified individuals focusing on special expertise, qualifications, and experience relevant to the specific requirements of this project.

Clarify whether this special expertise, qualifications, and experience is through projects completed by the Firm/Team as Respondent, or if not, by properly identifying the individual's specific responsibilities with other Firms/Teams by listing those Firm's name, the project name, and a reference point-of-contact with those other Firms.

Clearly identify the following specific individuals / roles:

- the one person responsible for day-to-day coordination and communication with the University, during all phases of design and construction, with decision-making authority for the Design-Build Firm/Team
- the person or persons who will lead the Design Professional design effort
- the persons who will lead the Specialty and Engineering design efforts
- the person or persons who will lead the project documentation effort
- the person or persons who will lead the project estimating effort
- the person or persons who will lead the project scheduling effort
- the site construction superintendent
- the one person who will represent the Design Professional Firm/Team on-site during the construction phase, with decision-making authority for the Design Professional Firm/Team
- the one person who will represent the Construction Firm/Team on-site during the construction phase, with decision-making authority for the Construction Firm/Team

Describe the anticipated leadership responsibilities of each identified individual, and how they will monitor the process to assure the University receives complete, thorough, highest quality professional services.

Provide an organization chart that graphically represents the intended roles, responsibilities, authorities, and relationships.

Provide a graphic indicating the percentage of time each of the identified individuals will be dedicated to this project, for each phase of the project. Refer to the sample graphic contained in the *Appendix* of this RFQ.

Please note that Team Members proposed for this project, and the percentage of time to be dedicated to the project, may not be changed during the life of the project without approval of the University.

### **Design-Build Project Management Approach (20 points)**

This project will utilize the Design-Build project delivery method. The success of the project is contingent upon a functional and effective working relationship between the Design Professional and the Construction Contractor. Describe both the Design Firm's/Team's and the Construction Firm's/Team's understanding of their responsibilities under, and preparedness to work within, the Design-Build project delivery process.

Describe your Firm's/Team's approach to a project of this type, size and complexity.

Describe the D-B Firm's/Team's approach to project team-building, and local responsiveness to needs and requests of the University. Describe how you can successfully lead the Firm/Team

and manage communications among all members of the D-B Firm/Team, from both interpersonal and technological perspectives. If multiple Firms or Team Members will share responsibilities for aspects of the project, describe the roles and responsibilities of each entity, and how they will work together in a cohesive and effective manner.

Describe, and if possible provide examples of, successful working relationships among the Design and Construction Firms/Teams during the design and construction phases of previous Design-Build projects.

Maintaining project within the established budget is a fundamental responsibility of the Design-Builder. Describe your Firm's/Team's budget management and cost control processes, including how you perform conceptual estimating, and how you develop and maintain early design phase cost models and contingency allowances. Describe how the Design Firm/Team and the Construction Firm/Team will work together to manage project costs throughout the design phase. Describe how your Firm/Team ensures that the evolving design is one which the University can afford; that cost estimates are complete, accurate, and in compliance with the established budget at all points during the design process; how you transition from cost estimates to the final Guaranteed Maximum Price; and how you ensure that the final GMP is acceptable and comes with "no surprises". Describe your budget performance on the projects listed in the Team Experience section.

Describe your Firm's/Team's ability, methodology, and recent project history on past comparable project types to meet project deadlines. Discuss your experience with fast-track delivery and multiple bid/construction packages. Describe your schedule performance on the projects listed in the Team Experience section.

Summarize your quality control process as it will apply to this project. During the design phase, clearly describe how University design review comments will be addressed and incorporated into each subsequent phase of design evolution, and how you will incorporate the review comments into the evolving construction cost and schedule projections. Also, clearly describe how your quality control process ensures that at each phase of the design, the document deliverables are completely coordinated between the Design Firm/Team and the Construction Firm/Team, and across all design disciplines.

During the construction administration phase, clearly describe how your quality control process minimizes RFIs and Change Orders, and how clear, succinct and accurate communications are implemented and maintained between the Design Firm/Team, the Construction Firm/Team, and the University.

### **Design Professional Responsiveness, Local Knowledge & Experience (15 points)**

All members of the Design Firm/Team must make a commitment to providing timely and responsive service to the project and the University, regardless of their Firm's/Team's geographic proximity to or distance from the campus. Therefore, responding Firms/Teams construction management or primary design engineering component must have an established office that will support this project within the Southern Arizona region. The firm assuring Southern Arizona proximity and responsiveness must have a substantial role and responsibility for the project, including construction phase decision-making authority.

The architectural, environmental and cultural context of the Tucson area and the University of Arizona is unique, requiring an understanding of local conditions and issues that are crucial to the success of this project. The Design Firm's/Team's understanding of these conditions and

issues are integral to a sustainable, contextually sensitive design, and to successful relationships with University personnel, local regulatory agencies, and the surrounding community which supports the University.

Describe how your Firm/Team meets the criteria listed above, specifically:

- Describe how the Design Firm/Team will ensure that the project and the University are thoroughly supported from the earliest planning stages through the post-construction project closeout and warranty periods with timely and responsive service.
- Describe your approach to working cooperatively and responsively with the many associated stakeholders that are interested in University construction projects. Such entities include City representatives, neighborhood groups, Campus design review bodies, and numerous regulatory agencies. Identify strategies that have worked successfully on previous projects.
- If the Design Firm/Team includes architectural or engineering members which are not in the Southern Arizona area, please describe how they will work effectively with those who are in the local area, to assure that timely and responsive service related to all aspects of their project responsibilities will be provided.

### **Sub-Contractor Selection Process (15 points)**

Paragraph 3-804.B.3 of the University Procurement Code requires that the Sub-Contractor selection process may be based on qualifications or a combination of qualifications and price, but may not be based on price alone. The University of Arizona further requires that all Sub-Contractors be selected by competitive bidding from a pre-qualified list of at least three (3) firms, or more if practical.

Present an outline of the plan that the Design-Builder will use to pre-qualify and select Sub-Contractors for the project. This can be either an on-going process, a process developed for this specific project, or some combination which the Design-Builder proposes to utilize for this project.

As the University desires to maximize Southern Arizona business and Subcontractor participation using southern Arizona workforces, please provide a short narrative of how your plan will maximize local participation.

## **Appendix - Additional Required Information**

Provide the following information in an Appendix. No other required or voluntary materials may be included in the Appendix. This information will be utilized by Search Committee to determine whether the Firm and/or Team satisfies certain technical qualification criteria, and to inform their review of the responses to the scored Evaluation Criteria listed above.

### **Client References**

Be sure to address the references of **both** the design and construction elements of the Design-Build Firm/Team.

List the names, telephone numbers, and direct e-mail addresses, of client user group and facilities project management contacts, who can speak with first-hand personal knowledge of the success of each of the projects which the Respondent has identified in response to the *Evaluation Criteria* listed above. Include a brief description of each client contact's specific role in the referenced project.



Also include a listing of the specific Design Professional, Construction Management, and Contractor staff assigned to each of the referenced projects.

Additional Client References may be included in the Statement of Qualifications, at the discretion of the Respondent.

This Qualifications Category will not be scored by the Committee during their initial review of the SOQs, but will be used to confirm the statements made in the SOQs. Such checks may be accomplished via telephone, or through personal visits to the completed projects by members of the Committee, and will be completed without prior awareness of the Firms and/or Teams under consideration. Client references which indicate that the projects included in the SOQ as establishing the Respondent's qualifications and experience were not successfully completed, or that statements included in the SOQ are not accurate, will result in reconvening the Committee and possibly re-scoring of the SOQs in question.

### **Professional Registrations, Licenses, and References**

The Arizona Revised Statutes require that each entity proposing to perform professional design services is properly registered to perform such services in the State of Arizona, as required by the Board of Technical Registration. Arizona requires professional registration of Individuals, as well as Firms. Included among the disciplines registered by the Board in Arizona, and generally pertinent to design and construction projects, are: architects, engineers (including specific branch), and landscape architects.

All such registrations must be in-place and active no later than ninety (90) days after execution of the Agreement for Design-Build Services for this project.

If such registrations are currently active, please list the name(s) of the individual(s) in each Firm who hold the appropriate registration, and who are proposed to serve as the "professional of record" on this project, their registration number and expiration date, along with the specific roles and responsibilities each will perform on this project.

Also list the registration number and expiration date of the Firm, and the name(s) of the qualifying party(s).

The Arizona Revised Statutes require that each entity proposing to perform construction services and construction is properly licensed to perform such services in the State of Arizona, as required by the Registrar of Contractors.

All such licenses must be in-place and active no later than ninety (90) days after execution of the Agreement for Design-Build Services for this project.

If such licenses are currently active, please list the name of the Contractor's license holder, and a copy of the license.

Provide the name of the firm, and the name, address, and telephone number of an authorized representative, for the Contractor's regular surety company. Provide written verification from the company of available bonding capacity up to the budgeted construction cost of this project, coincidentally with current and anticipated workloads.

Provide the name of the firm, and the name, address, and telephone number of an authorized representative, for the Contractor's banking and auditing references. The University is not

requesting submittal of a Financial Statement at this time, but reserves the right to do so at any time during the Request for Qualifications process.

This Qualifications Category will not be scored by the Committee, but will be used to determine whether the SOQ is responsive to the requirements of this RFQ.

**Conflict of Interest Certification Form**  
**Addendum Acknowledgement Form**

See Part 2 - Appendix of this Request for Qualifications. Please complete and sign each form, and include within the Appendix of the Statement of Qualifications.

These Qualifications Categories will not be scored by the Committee, but will be used to determine whether the SOQ is responsive to the requirements of this RFQ.

## INFORMATION FOR RESPONDENTS

### General Description of the Request for Qualifications Process

The University of Arizona utilizes a qualifications-based competitive selection process for procuring professional design and construction services. It is not the desire of the University to receive solutions to the design problems of this project, nor to receive fee proposals. Rather, the University seeks to learn more about the prospective Firms/Teams, and the participating Individuals, especially their ability to provide professional design, construction, and project management services of exceptional quality to an institutional client.

The process begins with submittal of Firm/Team qualifications in a written Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ).

Respondents who desire clarifications of the RFQ, or who find discrepancies or omissions, may submit written questions as described under *Communications with the University* published herein.

A Search Committee will evaluate the qualifications of each Respondent based on the *Evaluation Criteria* published herein, as addressed by the information contained in the SOQ as submitted. The Committee will be composed of a broad mix of User Group representatives, as well as University and external facilities professionals. The Committee may request additional information through interviews, presentations, correspondence, client reference checks, and/or visitation of completed projects.

After evaluation of the SOQs by the Committee, a list of no fewer than three (3) and no more than five (5) Firms and/or Teams will be invited to participate in Interviews with the Committee. The Committee may provide additional project information at that time. During the Interviews, the University desires to achieve a more comprehensive understanding of the Firm and/or Team, their experience, approach, special abilities in relation to the specifics of this project, and potential to develop the best mutual working relationship among the parties of the Project Team.

Respondents may present their credentials, their qualifications related to this project, similar past work, and any other pertinent information they may wish to share. The Respondent's prospective Project Manager, who will be in responsible, day-to-day charge of the project throughout its entire duration, and who will be the primary point-of-contact with the University, must be present, as well as other key members of the Respondent's team.

Respondents will be required to participate in a Pre-Submittal Meeting.

Before a final decision is reached, the Committee may choose to contact the Respondent's references. Such contacts may occur at any time during the RFQ process, and will be completed without prior awareness of the Firms/Teams under consideration.

Before a final decision is reached, the Committee may choose to visit examples of the Respondent's completed work. Such visits may occur at any time during the RFQ process, and may or may not include the participation of the Firms/Teams under consideration.

Based on evaluation of the Statements of Qualifications, the Interviews, and any other pertinent information available to the Committee, a list of three (3) Firms and/or Teams deemed to be the most qualified to provide the services required will be ranked in order of preference.

Subject to availability of funding, the University then anticipates negotiating a single fixed-fee contract for Part I Pre-Construction Phase Design-Build Services with the highest-ranked Firm and/or Team, at compensation and with terms which the University determines to be fair and reasonable. In making this decision, the University will take into account the estimated value, the scope, the complexity, and the nature of the professional services to be rendered.

If the University is unable to negotiate a satisfactory Agreement with the highest-ranked Firm and/or Team, at a price and with terms which the University determines to be fair and reasonable, negotiations with that Firm and/or Team will be formally terminated. The University may then undertake negotiations with the next highest-ranked Firm and/or Team in sequence until an Agreement is reached, or determine to reject all submittals and re-solicit for RFQs, or use another selection process that the University deems prudent.

### **Communications with the University**

From the date of issuance by the University of Arizona of this Request for Qualifications, and until a binding contractual Agreement is executed with a selected Design-Build Firm and/or Team, and all other Respondents have been notified, or until the University rejects all Statements of Qualifications, all communication between any or all of the Firms and/or Teams, or their individual members, and the University shall be formal. Formal communications shall include, but shall not be limited to

- general inquiries
- written questions and answers
- site visits
- addenda

Please address all inquiries concerning this Request for Qualifications, this Project, or the selection process in general, **ONLY** to the University's Buyer, Jeff Sembar, as described in the *Announcement of Request for Qualifications* as published herein.

No informal communication regarding this Request for Qualifications or this Project, between any or all of the Firms/Teams, or their individual members, and the University, with the exception of the Buyer, shall occur. Informal communications shall include, but shall not be limited to

- requests from Respondents soliciting information, comments, speculation, etc.
- requests from University departments, for information, comments, etc.

Firms/Teams who desire clarification of this RFQ, or who find discrepancies or omissions, may request an interpretation or additional information from the Buyer. The following procedures apply:

- the Firm and/or Team submitting the inquiry shall be completely responsible for its prompt delivery
- interpretation or correction of the RFQ shall be made only by written addendum issued by the University, which shall be posted on the PDC website where the original Request for Qualifications is posted
- inquiries must be received no later than seven (7) calendar days before the Statements of Qualifications are due in order to be answered
- the University is not responsible for any other explanations or interpretations of this RFQ

### **Definition of Respondent**

Wherever the word "respondent", "firm", or "team" is used in this Request for Qualifications, it

shall mean each or any of the persons, firms, partnerships, or corporations, submitting a Statement of Qualifications for performance of the Design-Build Services described by this Request for Qualifications.

### **Reservation of Rights by the University**

The University of Arizona expressly reserves the right to:

- reject any or all SOQs
- withhold the award for any reason it may determine
- terminate the RFQ process at any time
- reissue the RFQ
- extend the time frame for submission of the SOQs by announcement on the PDC website where the original RFQ is posted
- request more information from any of the Respondents
- hold all SOQs for a period of 120 days after the opening date and time, and accept an SOQ not withdrawn before the date and time fixed for receipt
- waive or decline to waive irregularities in any SOQ, or in the RFQ process
- decline to enter into an Agreement with any of the Respondents

### **Incurring Costs**

Any costs incurred by the Respondent in preparation, transmittal, or presentation, of any information or material submitted in response to this Request for Qualifications, or in response to an invitation to participate in Interviews, shall be borne solely by the Respondent.

### **Regulations and Pro Forma Agreement**

Should this RFQ result in an Agreement, the Agreement will be subject to all the provisions of the University Procurement Code as issued by the Arizona Board of Regents, with all applicable Arizona Revised Statutes, and will include all the terms, clauses, and conditions required by the University Procurement Code. A copy of the Pro Forma Agreement which will be used for this Project can be found in the Appendix of this Request for Qualifications.

Submission of a Statement of Qualifications shall constitute acceptance by the Respondent of all the terms, clauses, and conditions, of this Pro Forma Agreement.

### **Affirmative Action**

Any Respondent, in performing services under Agreement with the University of Arizona, shall not discriminate against any worker, employee, applicant, or any member of the public, because of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or other protected category. The University also prohibits retaliation because an individual has engaged in a protected activity.

The Respondent shall incorporate these requirements into all subcontracts entered into with sellers of materials or services, and all labor, or who may perform any such labor or services in connection with the Agreement with the University of Arizona.

### **Disclosure of Data**

The Statements of Qualifications shall not be open for public inspection until a binding contractual Agreement is executed with the selected Design-Build Firm/Team, and all other

Respondents have been notified, or when the University rejects all Statements of Qualifications.

Submittals in response to this RFQ may contain data that the Respondent does not want disclosed for any purpose other than evaluation of the SOQ. If so, the Respondent shall clearly identify that the complete SOQ or certain pages of the SOQ are to be restricted. The University assumes no liability for disclosure or use of data, if that disclosure is required by law. Unless a request for confidentiality is made by the Respondent, and concurred with by the University, information submitted in response to this RFQ may be disclosed in response to a Request for Inspection of Public Records submitted pursuant to applicable Arizona Revised Statutes.

### **Respondents Interested in More Than One Statement of Qualifications**

No person, firm, partnership, or corporation, shall be allowed to submit more than one (1) Statement of Qualifications as a Prime Respondent for the same project.

A person, firm, partnership, or corporation, who is included as a sub-consultant to a Prime Respondent, is disqualified from also submitting an SOQ for the project as a Prime Respondent.

A person, firm, partnership, or corporation, shall be allowed to make a sub-consultant submittal to more than one (1) Prime Respondent.

### **Conflict of Interest / Commitment**

The Respondent's attention is directed to the provisions of the University of Arizona Conflict of Interest & Commitment Policy, effective October 2001, and revised September 2006, as they may be applicable to each individual Respondent. A copy of this policy is available from the Project Manager upon request.

### **Return of Statements of Qualifications**

Any documents submitted in response to this Request for Qualifications, or in response to an invitation to participate in Interviews, become the property of the University of Arizona, and will not be returned.

## **PART 2: APPENDIX**

## University of Arizona Deferred Maintenance Project – Bldg 65

UA Project No. 1247418

### Conflict of Interest Certification Form

Failure to provide a valid signature affirming the stipulations required by the Certification shall result in the rejection of the Statement of Qualifications. Signing the Certification with a false statement shall void the SOQ, and may subject the Respondent to legal remedies provided by law.

The undersigned certifies that to the best of his/her knowledge: (check one)

- There is no officer or employee of The University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this RFQ.
- The names of any and all public officers or employees or The University of Arizona who have, or whose relative has, a substantial interest in any contract award subsequent to this RFQ are identified by name as part of this submittal.

The undersigned certifies that his/her Firm and/or Team: (check one)

- IS
- IS NOT

currently debarred, suspended, or proposed for debarment by any Federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The undersigned certifies that making the submittal did not involve collusion or other anti-competitive practices. The Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Statement of Qualifications.

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(individual)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)



The University of Arizona's

## University of Arizona Deferred Maintenance Project – Bldg 65

UA Project No. 1247418

### Addendum Acknowledgement Form

Failure to provide a valid signature shall result in the rejection of the Statement of Qualifications.

\_\_\_\_\_  
addendum number

\_\_\_\_\_  
dated

\_\_\_\_\_  
addendum number

\_\_\_\_\_  
dated

\_\_\_\_\_  
addendum number

\_\_\_\_\_  
dated

\_\_\_\_\_  
addendum number

\_\_\_\_\_  
dated

\_\_\_\_\_  
addendum number

\_\_\_\_\_  
dated

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(individual)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

## University of Arizona Deferred Maintenance Project – Bldg 65

UA Project No. 1247418

### Project Staffing Matrix (sample)

Percentage of time each key individual will be dedicated to this project, by phase.

**Phase Legend:**

- P Programming
- C Conceptual Design
- SD Schematic Design
- DD Design Development
- CD Construction Documents
- BA Bidding and Bid Award
- CA Construction Administration

		% of Time Dedicated To This Project						
Role	Name	P	C	SD	DD	CD	BA	CA
Overall Project Manager								
Design Project Manager								
Lead Designer								
Project Architect								
Construction Administrator								
Structural Engineer								
Mechanical Engineer								
Electrical Engineer								
Civil Engineer								
Landscape Architect								
Interior Designer								
Commissioning Authority								
Other Design Team								
Other Design Team								
Contactor Project Manager								
Lead Estimator								
Lead Scheduler								
Site Superintendent								
Other Construction Team								
Other Construction Team								

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**UNIVERSITY OF ARIZONA-**  
**STANDARD FORM AGREEMENT BETWEEN OWNER AND**  
**DESIGN-BUILDER**  
**ON THE BASIS OF A GUARANTEED MAXIMUM PRICE**  
**PART 1 AGREEMENT**  
**November 1, 2016 Edition**

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# **TABLE OF CONTENTS**

## **ARTICLES**

- ARTICLE 1  
SCOPE OF WORK
- ARTICLE 2  
CONTRACT DOCUMENTS
- ARTICLE 3  
INTERPRETATION AND INTENT
- ARTICLE 4  
OWNERSHIP OF DOCUMENTS
- ARTICLE 5  
CONTRACT TIME
- ARTICLE 6  
GUARANTEED MAXIMUM PRICE
- ARTICLE 7  
PROCEDURE FOR PAYMENT
- ARTICLE 8  
TERMINATION FOR CONVENIENCE
- ARTICLE 9  
REPRESENTATIVES OF THE PARTIES
- ARTICLE 10  
INSURANCE
- ARTICLE 11  
OTHER PROVISIONS

## **EXHIBITS**

### **PART 1 AGREEMENT**

- Exhibit A - Design-Build General Conditions
  - Attachment 1 - Design Professional Deliverables
  - Attachment 2 - Performance and Payment Bonds
  - Attachment 3 - Change Order Pricing Format (Sample)
  - Attachment 4 - Contractor Closeout Deliverables
- Exhibit B - **D-B Company Name** Design and Pre-Construction Phase Services  
Professional Fees Summary Dated **month, day, year**

### **PART 2 AGREEMENT**

- Exhibit C - Cost of the Work - Schedule of Values (Sample Format)
- Exhibit D - Construction Documents
- Exhibit E - Statement of All Clarifications and Assumptions
- Exhibit F - Schedule of Major Milestones

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This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_, by and between **ARIZONA BOARD OF REGENTS** for and on behalf of the University of Arizona (“**OWNER**”), located at 220 West Sixth Street, Third Floor, Tucson, Arizona and \_\_\_\_\_ (“**DESIGN-BUILDER**”) located at \_\_\_\_\_, (each a “Party” or collectively the “Parties”) for services in connection with the following Project: (number, name, location, and general description) (the “**PROJECT**”).

In consideration for the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **Article 1      Scope of Work**

**1.1** Design-Builder shall perform all design, pre-construction services, construction services, and provide all material, equipment, tools, and labor necessary to satisfactorily complete all Work described in and reasonably inferable from the Contract Documents. The Part 1 Agreement covers services to determine the project designs, provide complete Construction Document Submittals, provide project GMPs, confirm existing site conditions (including site surveys and geotechnical studies), and confirm the project schedules.

At the conclusion of the submittals review by the Owner, and at the Owner’s sole option, Part 2 Agreements will be executed to move forward with Construction or the project will be terminated with no further obligations by Owner or Design-Builder beyond that required in this Part 1 Agreement.

## **Article 2      Contract Documents**

**2.1** The Contract Documents are comprised of the following in order of precedence:

**2.1.1** This Agreement including Exhibits, Attachments, Change Orders and General Conditions;

**2.1.2** Owner’s Project Criteria developed by Owner (if any);

**2.1.3** Design documents, including interim design submissions and Design Submission Documents approved by Owner all as more fully described in Section 2.4 of the General Conditions;

**2.1.4** Owner’s Request for Qualifications (RFQ), dated \_\_\_\_\_ with all Addenda and Exhibits, and Design-Builder’s Statement of Qualifications (SOQ) dated \_\_\_\_\_, as accepted and agreed to by the Owner

### **Article 3 Interpretation and Intent**

**3.1** The Contract Documents are complementary and must be interpreted in harmony so as to avoid conflict, with words and phrases interpreted consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1.

**3.2** Terms, words and phrases used in the Contract Documents, including this Part 1 Agreement, shall have the meanings as defined in the General Conditions or if not specifically defined, their ordinary and common meaning.

**3.3** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

### **Article 4 Ownership of Documents**

**4.1** All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Part 1 Agreement (hereinafter referred to as “Work Product”) shall be the property of the Owner.

**4.2** If Owner terminates the Project for its convenience as set forth in Article 8 of the Agreement or Design-Builder elects to terminate this Agreement in accordance with Section 11.3 of the General Conditions, it is understood that the use of the Work Product is at Owner’s sole risk without liability to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any type.

### **Article 5 Contract Time**

**5.1** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.2** The Work shall commence (hereinafter referred to as the Date of Commencement) within five (5) days of Design-Builder’s receipt of Owner’s Notice to Proceed unless the parties mutually agree otherwise in writing.

#### **5.3 Part 1 Completion.**

**5.3.1** Completion of the requirements for Part 1 of the Design Submission Documents set forth in Exhibit A-(Attachment 1) shall be achieved no later than \_\_\_\_\_ subject to adjustments in accordance with the Contract Documents.



## Article 6 Guaranteed Maximum Price

**6.1** Owner shall pay Design-Builder for Part 1 Agreement Services, in accordance with Exhibit B - Design and Pre-Construction Phase Services Professional Fees Summary, dated [REDACTED], a Guaranteed Maximum Price of [REDACTED] dollars (\$ [REDACTED] ) to be authorized incrementally by amendment(s). Included in the Part 1 Agreement GMP is the Design-Builder's Design Phase Fee of [REDACTED] dollars (\$ [REDACTED] ). Unless otherwise provided in the Contract Documents, Design-Builder's Guaranteed Maximum Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

[INSTRUCTIONS TO DRAFTER - IF SUBPHASING OF PART 1 AGREEMENT SERVICES IS REQUIRED, INSERT FEE INFORMATION FOR EACH PHASE.]

**6.1.2** The Construction Phase Fee, as defined in Section 1.2 of the "Exhibit A – Design-Builder General Conditions", shall be a fixed fee, but initially established as [REDACTED] percent ([REDACTED] %) of the direct construction cost, and later when the GMP is established, as a fixed dollar fee contract term, subject to any cost or credit adjustments prescribed by General Conditions Section 9.4.

**6.2** It is agreed that the Part 1 Agreement work will be done by the Design-Builder utilizing sketches, models, preliminary drawings and similar work products until finalization of the design, at which time the Design Submission Documents, identified in Article 1.1 of this Part 1 Agreement, will be prepared. The Part 1 scope of work includes the design and consultation work necessary to refine and finalize the Design-Builder's proposal, the completion of Construction Documents reflecting the Owner's concept and requirements, and providing the project GMPs. Design Builder shall not begin Part 2 of the Agreement until this task is completed and approved by Owner.

## Article 7 Procedure for Payment

### 7.1 Progress Payments.

**7.1.1** Design-Builder shall submit to Owner on the last business day of each month beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment based on the percentage complete agreed to by the Owner, of the total Part 1 Agreement Services in accordance with the Contract Documents.

**7.1.2** Owner shall make payment on Design-Builder's properly submitted and accurate Application for Payment within fourteen (14) days after Owner's receipt and approval of each monthly Application for Payment in accordance with the Contract Documents, but in each case less the total of payments previously made, and less amounts properly withheld under the

Contract Documents. Failure to submit a proper or accurate invoice suspends the running of the time for payment of the invoice.

**7.2 Interest.** Payments properly due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest as provided by law.

**7.3 Record Keeping and Finance Controls.** With respect to all Work performed by Design-Builder, its Subcontractors and Consultants, under this Agreement, Design-Builder, its Subcontractors and Consultants, shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems approved by the Owner. During performance of the Work and for five (5) years after Final Payment, the Design-Builder shall retain and shall also require all Subcontractors and Consultants to retain for review and/or audit by the Owner all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matter related to the Work. Upon request by the Owner, a legible copy or the original of any or all such records shall be produced by the Design-Builder at any time during or after the Work as the Owner may request. The Design-Builder shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant's progress payment checks. The requirements of this Section shall be provided for in all contracts between the Design-Builder and its Subcontractors and Consultants.

## **Article 8 Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate the Agreement. In such event, Owner shall pay Design-Builder for all Work executed and for cost or expense necessarily incurred in connection with unavoidable preparation costs or termination expenses.

**8.2** During its work under this Part 1 Agreement, Design-Builder agrees that it will not unilaterally undertake any irreversible commitment or make any non-cancelable agreement for the provision of future goods, materials, or services and for which the Owner would or may be responsible should the Owner exercise its rights to terminate this Agreement for the convenience of the Owner in accordance with Section 8.1 above. During the course of Part 1 work, when Design Builder determines that irrevocable commitments for future goods, materials, or services are necessary for the efficient and timely completion of the Project, Design-Builder shall notify the Owner of its opinion and the reasons therefor. However, no such commitments shall be made without the prior written authorization of the Owner, which shall not be unreasonably withheld.

## **Article 9 Representatives of the Parties**

## 9.1 Owner's Representatives.

9.1.1 Owner designates **Ralph Banks, Director, Engineering, Design & Construction Planning, Design & Construction, University of Arizona, 220 W. Sixth Street, Tucson, Arizona**, as the "Owner's Senior Representative", which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.2 of the General Conditions.

9.1.2 Owner-designates **name and official University title, design phase Project Manager and name and official University title, construction phase Project Manager, Planning, Design & Construction, University of Arizona, 220 W. Sixth Street, Tucson, Arizona** as its "Project Representatives", which have the authority and responsibility set forth in the Contract Documents.

## 9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates **individual's name and title, firm name and complete address** as Design-Builder's "Senior Representative", which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.2 of the General Conditions.

9.2.2 Design-Builder designates **individual's name and title, firm name and complete address** as Design-Builder's "Representative" which individual has the authority and responsibility set forth in the Contract Documents.

9.2.3 Design-Builder designates **individual's name and title, firm name and complete address** as Design-Builder's "Construction Superintendent", which individual has the authority responsibility set forth in the Contract Documents.

9.2.4 Design-Builder's Representatives and Construction Superintendent as approved by the Owner, shall not be replaced without the Owner's prior written approval.

## Article 10 Insurance

10.1 **Insurance.** Design-Builder shall procure in accordance with the Contract Document the insurance coverages as defined in the General Conditions. Insurance certificates shall be submitted to Owner prior to Owner's issuance of a Notice to Proceed.

## Article 11 Other Provisions

11.1 Other provisions, if any, are as follows: Consultants and Subcontractors submitted initially and approved by the Owner shall not be replaced without the Owner's prior written approval. Any additional costs due to an approved change shall not be the Owner's responsibility and will not increase the Guaranteed Maximum Price.

Design-Builder represents that it has the necessary financial resources to fulfill its obligations under the Contract Documents, and has the necessary corporate approvals to execute the Agreement, and perform the Work described herein.

**DESIGN-BUILDER:**  
**Design-Builder Company Name**  
By Its Authorized Representative

**OWNER:**  
Arizona Board of Regents  
For and On Behalf of  
The University of Arizona

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

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

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

**EXHIBIT A**  
**Design-Build General Conditions**  
dated **November 1, 2016**

(**80** pages)

[INSTRUCTION TO DRAFTER – ATTACH FINAL DESIGN-BUILD GENERAL  
CONDITIONS DOCUMENT AT TIME OF PART 1 AGREEMENT.]

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**UNIVERSITY OF ARIZONA-**  
**EXHIBIT A -**  
**DESIGN-BUILD AGREEMENT - GENERAL CONDITIONS**  
**November 1, 2016 Edition**

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## **TABLE OF CONTENTS**

### **ARTICLE 1**

#### **GENERAL ARTICLES**

- 1.1 Mutual Obligations
- 1.2 Basic Definitions

### **ARTICLE 2**

#### **DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES**

- 2.1 General Services
- 2.2 Design Professional Services
- 2.3 Performance Standards
- 2.4 Design Development Services
- 2.5 Legal Requirements
- 2.6 Government Approvals and Permits
- 2.7 Design-Builder's Construction Phase Services
- 2.8 Budgeting and Guaranteed Maximum Price
- 2.9 Design-Builder's Responsibility For Project Safety
- 2.10 Design-Builder's Warranty
- 2.11 Correction of Defective Work

### **ARTICLE 3**

#### **OWNER'S SERVICES AND RESPONSIBILITIES**

### **ARTICLE 4**

#### **HAZARDOUS CONDITIONS AND UNCONTEMPLATED PROJECT SITE CONDITIONS**

- 4.1 Hazardous Conditions
- 4.2 Uncontemplated Project Site Conditions

### **ARTICLE 5**

#### **INSURANCE AND BONDS**

- 5.1 Design-Builder's Bond Requirements
- 5.2 Design-Builder's Insurance Requirements
- 5.3 Minimum Scope and Limits of Insurance
- 5.4 Owner's Liability Insurance

### **ARTICLE 6**

#### **PAYMENT**

- 6.1 Guaranteed Maximum Price; Savings
- 6.2 Schedule of Values
- 6.3 Applications for Progress Payments
- 6.4 Payments and Retainage
- 6.5 Early Release of Subcontractor Retainage
- 6.6 Payment for On-Site and Off-Site Materials
- 6.7 Title to Construction Work

**ARTICLE 6 - PAYMENT (CONTINUED)**

- 6.8 Withholding of Payments
- 6.9 Failure of Payment
- 6.10 Substantial Completion
- 6.11 Beneficial Occupancy
- 6.12 Final Completion and Final Payment
- 6.13 Allowances
- 6.14 Contingency
- 6.15 Rental Equipment

**ARTICLE 7**

**INDEMNIFICATION**

- 7.1 Proprietary Rights, Patent and Copyright Infringement
- 7.2 Indemnification

**ARTICLE 8**

**TIME**

**ARTICLE 9**

**CHANGES TO THE CONTRACT PRICE AND TIME**

- 9.1 Change Order
- 9.2 Change Directives
- 9.3 Minor Changes In The Work
- 9.4 Price Adjustment
- 9.5 Emergencies

**ARTICLE 10**

**REQUESTS FOR CONTRACTUAL ADJUSTMENTS AND DISPUTE RESOLUTION**

- 10.1 Requests for Contractual Adjustments And Relief
- 10.2 Dispute Avoidance And Resolution
- 10.3 Consequential Damages

**ARTICLE 11**

**STOP WORK AND TERMINATION FOR CAUSE**

- 11.1 Owner's Right To Stop Work
- 11.2 Owner's Right To Perform And Terminate For Cause
- 11.3 Design-Builder's Right To Stop Work And Terminate For Cause

**ARTICLE 12**

**MISCELLANEOUS**

- 12.1 Assignment Prohibited
- 12.2 Successorship
- 12.3 Governing Law
- 12.4 Severability

**ARTICLE 12 - MISCELLANEOUS (Continued)**

- 12.5 No Waiver
- 12.6 Headings
- 12.7 Notice
- 12.8 Non-Appropriation; Non-Availability of Funds
- 12.9 Conflict of Interest
- 12.10 Compliance and Legal Worker Requirements
- 12.11 Assignment of Overcharge Claims
- 12.12 Equality
- 12.13 Sexual Harassment
- 12.14 Modification of Agreement
- 12.15 Veteran's Preference
- 12.16 No Boycott of Israel
- 12.17 Complete Agreement

## **ATTACHMENTS**

- Attachment 1 - Design Professional Deliverables
- Attachment 2 - Performance and Payment Bonds
- Attachment 3 - Change Order Pricing Format (Sample)
- Attachment 4 - Contractor Closeout Deliverables

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**ARTICLE 1**  
**GENERAL ARTICLES**

**1.1 Mutual Obligations**

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

**1.2 Basic Definitions**

Contract Documents are those documents noted under Article 2 of “**STANDARD FORM AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER ON THE BASIS OF A GUARANTEED MAXIMUM PRICE**” (the “Agreement”) and also include, but are not limited to, the Agreement, amendments, change orders, these General Conditions, any supplementary or special conditions referenced in the Agreement and any other items stipulated to as being included in the Contract Documents, including the complete design as accepted by the Owner.

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

**1.2.2** *Construction General Conditions* means all on-site Project-specific job costs of Design-Builder not itemized elsewhere in the Contract Documents but specifically excludes, without limitation, the following:

- a) bonds,
- b) insurance,
- c) items which are included in the Construction Phase Fee, such as:
  - (1) Home (off-site) Expenses,
  - (2) Profit & Overhead,
  - (3) Home Office Personnel such as Corporate Executive, Project Executive & Project Director,
  - (4) Home Office Staff Transportation & Travel Costs,
  - (5) Home Office Accounting & Contract Forms,
  - (6) Legal Expenses,
  - (7) Project Staff Moving Expenses,
  - (8) Off-site Staff Training & Education (unless pre-authorized by Owner, in writing),
  - (9) Pre-Mobilization Office Space,
  - (10) Off-site Equipment & Supplies,
  - (11) Home Office PCs and Commercial Software Purchase/License,
  - (12) Forms,

- (13) Estimating & Value/Constructability Analysis,
- (14) Warranty Coordination,
- (15) Contractor Yard not Dedicated to Project,
- (16) Contractor Association Fees, Licenses & Memberships,
- (17) Cost over GMP,
- (18) Corrective Work,
- (19) Bonuses,
- (20) Cost of Living Allowance,
- (21) Marketing Expenses,
- (22) Corporate Sponsorships and Entertainment, and
- (23) Promotional or Celebratory Expenses the Design-Builder incurs while performing and completing the Project.

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

Out-of-town travel, including travel time and living expenses may be included in Construction General Conditions if such travel expense is: (i) necessary to perform the Scope of Work and (ii) pre-authorized and approved by Owner in writing. If approved, compensation for meals and lodging expenses shall be subject to Owner's current travel and business meal policies applicable to Owner's employees, unless Owner specifically authorizes a different reimbursement rate in writing in advance of the incurrence of such expenses.

Design-Builder's subsistence rates shall be negotiated at time of GMP-Setting. Subsistence rates, duration and specific categories of expenses must be determined fair and reasonable, and approved in advance in writing by Owner.

Design-Builder's allowable labor rates and burdened labor rates within rates or part of Construction General Conditions are restricted to direct labor costs, that is, salaries/wages plus statutory or regulatory required costs (social security, Medicare employee's match, unemployment, etc.) and employee related benefits and expenses (e.g. vacations, health insurance, retirement, etc.), as agreed to by Owner and identified in Exhibit E – Statement of All Clarifications and Assumptions.

In the event that Design-Builder is entitled to reimbursement of expenses under the Contract Documents, Design-Builder shall submit all receipts and any other reasonably required backup documentation to Owner within sixty (60) days after such expense is incurred. Owner shall not be required to reimburse Design-Builder for any invoice or receipts for expenses received by Owner after that time.

Design-Builder's Construction General Conditions must include a detailed listing of rental equipment with rental rates and anticipated duration of use, and purchase prices for said equipment per requirements of Section 6.16.

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

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

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

**1.2.3** *Cost of the Work* consists of those items of Work which are paid for by the Owner to the Design-Builder, and consists of those categories of costs set forth as allowable on Exhibit C. The "Estimated Cost of the Work" is the difference between the Guaranteed Maximum Price and the Fee, as both may be adjusted pursuant to the provisions of the Contract Documents. The "Actual Cost of the Work" is the aggregate amount of costs actually chargeable to the Owner under the provisions of Exhibit C, up to the Estimated Cost of the Work.

**1.2.4** *Owner* means the Arizona Board of Regents for and on behalf of the University of Arizona acting by and through the University of Arizona.

**1.2.5** *Design-Builder* means the Design-Builder and all persons and entities identified as members of the Design-Build Team in the Design-Builder's response to the Owner's RFQ dated July 25, 2016. Except as otherwise provided herein, members of the Design-Build Team shall be treated as Subcontractors or Design Consultants, as the context may require, within the areas of their involvement in the Project.

**1.2.6** A *Design Consultant* is a qualified professional properly licensed in the State of Arizona, as required for the services provided, procured or employed by anyone under contract with Design-Builder to furnish design services required under the Contract Documents.

**1.2.7** "Construction Phase" – is defined as including but not limited to the following subphases: construction administration, closeout and warranty, and may include some activities that occur after Final Completion.

**1.2.8** "Construction Phase Fee" includes all direct and indirect costs of Design-Builder providing off-site management, supervision and support for the completion of the Work during the Construction Phase, plus associated overhead and profit. The Construction Phase Fee shall initially be calculated not to exceed 5.75% percent of Direct Construction Cost only, and then shall be fixed as a dollar amount as mutually negotiated and agreed to by the Parties in writing, subject to any cost or credit adjustments prescribed by these General Conditions Section 9.4

**1.2.9** *Design Submission* is the drawings, specifications, cost estimates and other documents that are submitted for Owner's approval to conclude the services required by the Part 1 Agreement.

**1.2.10** *Hazardous Conditions* are defined as any unusual materials, to include any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or which handling, remediation, or disposal are regulated by applicable Legal Requirements.

**1.2.11** *Legal Requirements* include all applicable federal, state and local rules, laws, codes, ordinances and regulations of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, or any Work performed in connection with the Project, including regulations, policies and practices of the Arizona Board of Regents.

**1.2.12** *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, and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of its Work. The Project Criteria may include conceptual documents, design criteria, performance requirements, and other Project specific technical materials and requirements prepared by or for Owner.

**1.2.13** *Punch List* means those minor items of Work identified and listed by Design-Builder and agreed to by Owner to be completed by Design-Builder 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 or a favorable review by the State Fire Marshal.

**1.2.14** *Savings* is the difference, if any, between the Guaranteed Maximum Price and the Actual Cost of the Work plus Fee, and shall be allocated as set forth in Article 6.

**1.2.15** The *Site* is the land and other areas on which the Project is located.

**1.2.16** A *Subcontractor* (of any tier) is any person or entity who performs a portion of the Work directly on behalf of the Design-Builder, including any material, men and suppliers, and shall include all employees, agents and authorized representatives of such entities.

**1.2.17** *Substantial Completion* is the date on which Design-Builder's Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and utilize the Project, or a portion thereof, for the purposes for which it was intended. All Work must be complete except for minor cosmetic corrections. Beneficial Occupancy by Owner of Project does not automatically constitute Substantial Completion.

**1.2.18** The *Work* is comprised of all design, other related services and construction activities required to complete the Project as defined by the Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents, or from prevailing trade usage and custom.

**1.2.19** *Beneficial Occupancy* is that point in which the Design-Builder's Work, or a portion of, is sufficiently complete to allow the Owner to legally occupy and utilize the project for its



intended purpose. At this point, additional work by the Design-Builder may be required to achieve proper Substantial Completion.

**1.2.20** *Final Completion* is defined as 100% completion, including all punch lists, Close-Out Documents and Owner training/start up activities.

## **ARTICLE 2**

### **DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES**

#### **2.1 General Services**

**2.1.1** Design-Builder's Representative shall supervise all Part 1 work and attend all meetings. During Phase 2, Design-Builder's Representative and Superintendent shall be at the Site at all times when work is being performed, and shall have the necessary expertise and experience required to properly supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder as to all matters. Design-Builder's Representative may only be replaced with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner, on a monthly basis, a written status report detailing the progress of the Work, including whether the Work is proceeding according to Schedule, an updated Critical Path Method (CPM) Schedule, copies of the construction superintendent's daily site reports, identification of any discrepancies, conflicts, or ambiguities existing in the Contract Documents that require resolution, whether health and safety issues have arisen in connection with the Work, and whether other items exist that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Guaranteed Maximum Price and within the Contract Time(s).

**2.1.3** Design-Builder shall prepare and submit a Logic Net Critical Path Method (CPM) Schedule for the work in Part One and Part Two Agreements and a detailed cost estimate in CSI or systems format that includes a quantity and a cost for every item in the estimate to the Owner for approval. The CPM shall include adequate Owner review time for Design Submission Documents three (3) weeks, Government Agency reviews and all necessary approvals. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required and all necessary shutdowns or suspensions of Owner or separate vendor activities on the site. The schedule shall be revised as required by conditions and progress of the Work, but Design-Builder shall not be relieved of its obligations to complete the Work within the Contract Time(s). Owner's review of the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques of construction, except as limited and defined elsewhere in the Contract Documents.

**2.1.4** The parties will meet after execution of each part of this Agreement to discuss issues affecting the administration of the Work, and to implement the necessary procedures, including submittals and Owner site activity schedules, to permit the parties to perform their obligations under the Contract Documents.

**2.1.5** With respect to all Work performed by Design-Builder and its Subcontractors and Consultants, Design-Builder, its Subcontractors and Consultants, shall keep full and detailed accounts and exercise such cost controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and subject to review by Owner. During performance of the Work and for five (5) years after Final Payment, the Design-Builder shall retain and shall also require all Subcontractors and Consultants to retain for review or audit, or both, by the Owner all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matters related to the Work. Upon request by the Owner, a legible copy or the original of any or all such records as are described above shall be produced by the Design-Builder at any time during or after the Work as the Owner may request. Upon request the Design-Builder shall submit to the Owner copies of all payrolls, reports, estimates, records, change order costs and data, and any other data concerning Work performed or to be performed, materials supplied or to be supplied, including Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant's progress payment checks. The requirements of this Section shall be provided for in all contracts between the Design-Builder and its Subcontractors and Consultants. The Owner may exercise its rights under this Paragraph as often as reasonably necessary in the Owner's sole judgment to assure the Owner has a complete and accurate understanding of all Project costs.

## **2.2 Design Professional Services**

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

## **2.3 Performance Standards**

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

## **2.4 Design Development Services**

**2.4.1** Based on the Contract Documents, Design-Builder shall submit to Owner all required design submissions to support the overall Project schedule, and to describe the Project's essential elements. The design submissions, required in the Part 1 Agreement, will include drawings, specifications, cost estimates and other documents as outlined in Attachment "1". At the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submission with Design-Builder identifying during the meeting, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or previously submitted design submissions, if any. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve or reject the design submissions within three (3) weeks. Owner may reject full or partial design submittals which do not conform with the Owner's Project Criteria, overall project concepts, budgets or for any other reasonable cause consistent with the intent of the Contract Documents. Upon such rejection Design-Builder shall redesign or re-engineer submittals, at no additional cost, such that they meet Owner's requirements. All deviations from the Owner's Project Criteria must be approved in writing by the Owner.

**2.4.2** As necessary for the timely completion of the work, Design-Builder shall submit to Owner for Owner's review and approval or rejection Construction Documents describing the requirements for construction of the Work, and which shall be consistent with the prior design submissions. The parties shall have design review meetings to discuss Construction Documents consistent with Section 2.4.1 above, and Owner shall review and approve or reject the Construction Documents within three (3) weeks. Design-Builder shall proceed with construction in accordance to the current Owner accepted CPM Schedule based on Owner approved Construction Documents. Design-Builder shall provide Owner with AutoCAD, PDF, and/or word processing electronic files compatible with Owner's software of these documents and any subsequent updates, as outlined in Attachment "1".

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

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

## **2.5 Legal Requirements**

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

**2.5.2** The Guaranteed Maximum Price or Contract Time(s) of performance or both shall be adjusted to compensate Design-Builder for any unforeseeable changes in the Legal Requirements

affecting the performance of the Work, including any revisions Design-Builder is required to make following Owner's approval of Design Submission.

## **2.6 Government Approvals and Permits**

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

## **2.7 Design-Builder's Construction Phase Services**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or its Subcontractors all necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete all construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, quality and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

### **2.7.3 Subcontractor Selection.**

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

- a) Design-Builder will prequalify Subcontractors from the trades needed in the Pre-Construction Phase.
- b) Upon acceptance of the Owner, a Request for Qualifications (RFQ) is requested from pre-qualified Subcontractors by the Design-Builder. The RFQ will request additional qualification information in addition to pricing information, such as labor rates and overhead and profit factors.
- c) The Statement of Qualifications (SOQ) from the Subcontractors will be reviewed by a committee consisting of Design-Builder, Owner and design team members. The qualification and pricing information will be scored by a pre-determined weighted scoring system.
- d) The committee will develop a list of firms that will be interviewed.
- e) The Subcontractors will be interviewed and ranked, and the highest ranked Subcontractor will be selected to provide the services.

For Subcontractors selected for Design Phase Services involvement, the Design-Builder must establish to the Owner's satisfaction that the Subcontractor's price submission and subsequent construction costs are reasonable and appropriate, by following the procedures outlined in Section 2.7.3.3.

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

**2.7.3.3 ABOR Policies.** The Design-Builder's selection of any Subcontractor must comply with ABOR Policy 3-804B(3)(h)((1)) and ((2)) and must be based on qualifications alone, or on a combination of qualifications and price selection, but shall not be based on price alone. The Design-Builder shall receive and open bids when advertised, prepare a bid analysis, conduct pre-award conferences, and notify the Owner concerning which bids from pre-qualified Subcontractors will be accepted and awarded. The Owner and shall be notified of the time and place of all bid openings and shall be permitted to attend such openings with their representatives and guests. A proposal to accept other than a low lump sum bid shall be justified in writing by the Design-Builder with sufficient detail to satisfy Owner, and be subject to prior written approval by the Owner, with no increase in the GMP. When the Design-Builder proposes to accept a subcontract bid other than the low bid, the Design-Builder must justify such action in writing and obtain written approval from Owner before making the subcontract award. Once approved by Owner, no Subcontractor may be replaced by Design-Builder without Owner's prior approval and any change in cost to Design-Builder will not be a responsibility of Owner and there will be no increase in GMP or contract price by reason of such change of cost. Within thirty (30) calendar days after award, one fully executed subcontract for work or services on this Project shall be furnished to Owner together with all special or supplementary conditions applicable to the subcontract work.

All subcontracts shall be executed using AIA Form A401-2007 using Design-Builder's supplements as approved by Owner. This form shall be fully conformed to the provisions of this Agreement, including, but not limited to, the following changes:

- A. *Delete Paragraph 1.2 in its entirety.*
- B. *Delete from the first sentence of Paragraph 2.1 the words "the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 1.2 and".*

- C. *Delete Paragraph 3.2.5 in its entirety.*
- D. *Replace the word “Owner” from the first sentence of Paragraph 4.6 with the words “the State of Arizona, the Arizona Board of Regents and the University of Arizona”.*
- E. *Add Paragraph 6.3.7 as follows:*
- “This Section 6 shall not be deemed a limitation of rights or remedies which the Subcontractor may have under Federal law or under applicable labor or material payment bonds unless such rights or remedies are expressly waived by the Subcontractor.”*
- F. *Delete the wording “along with reasonable overhead and profit on the Work not executed” at the end of Paragraph 7.2.4.*
- G. *In Paragraph 13.4(1), replace the word “Owner” with “the State of Arizona, the Arizona Board of Regents and the University of Arizona,” delete “Architect and Architect’s consultants and add “the State of Arizona, the Arizona Board of Regents and the University of Arizona,” after the word “Contractor” in Paragraph 13.4(2).*
- H. *Delete Paragraphs 13.8.2, 13.8.3, and 13.9 in their entirety.*
- I. *Add Paragraph 15.5 as follows:*
- “During performance of the Work and for five (5) years after Final Payment, Subcontractor shall retain and shall also require all of its Subcontractors to retain for review or audit, or both, by the Contractor or Owner, all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matters related to the Work. Upon request by the Contractor or Owner, a legible copy or the original of any or all such records as are described above shall be produced by the Subcontractor at any time during or after the Work as the Owner or Contractor may request. Upon request the Subcontractor shall submit to the Owner or Contractor, as appropriate, copies of all payrolls, reports, estimates, records, change order costs and data, and any other data concerning Work performed or to be performed, materials supplied or to be supplied, including payment applications or invoices and progress payment checks. The requirements of this section shall be provided for in all contracts between the Subcontractor and its Subcontractors.”*
- J. *Add Paragraph 15.6 as follows:*
- “All parts of the Prime Contract documents shall be considered part of this Subcontract by this reference as if attached hereto or repeated herein and the Subcontractor agrees to bind and obligate himself, in the performance of this Subcontract, to the Contractor by the same terms, conditions, undertakings and*

*obligations that the Contractor is bound and obligated to the Owner by the Prime Contract but, in the event of conflict of the terms thereof with the terms hereof, the terms of the Prime Contract shall prevail. A copy of the Prime Contract is included with the bid documents.”*

As evidence of compliance with this Section Design-Builder shall furnish to the Owner, within 30 days after award of the subcontract, one fully executed copy of each subcontract for this Project. Each copy shall consist of the subcontract agreement (Form A401) and all special or supplementary conditions applicable to the subcontract.

**2.7.4** The Design-Builder shall provide the Owner with requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary Project facilities and for equipment, materials and services for common use of Subcontractors and verify that all such information is included in the Construction Documents.

**2.7.5** Design-Builder Self-Performance.

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

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

**2.7.5.3** If, at the conclusion of the review of the Design-Builder’s proposed price, the Owner is not satisfied that the Design-Builder’s Price Submission is reasonable and appropriate, the Owner will so advise the Design-Builder and the Design-Builder will proceed in the

following manner: There will be a normal Subcontractor bid competition for selection of the Subcontractor to perform this portion of the construction work, in accordance with the procedures in section 2.7.3.2, except that, notwithstanding any other provision of the Design-Builder Design Phase Services Contract Documents to the contrary, (i) the Design-Builder's Price Submission will be the Design-Builder's bid for that portion of the in the Subcontractor bidding process; (ii) the Design-Builder must obtain bids for that portion of the construction work from a minimum of two other pre-qualified Subcontractors, (iii) the Subcontractor bids for that portion of the construction work must be delivered to Owner rather than the Design-Builder, and (iv) the Owner will decide which Subcontractor bid to accept, in accordance with Section 2.7.3.2.

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

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

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

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

**2.7.10** Any changes affecting the previously approved Construction, shall receive prior written approval of the Owner.

**2.7.11** Design-Builder shall deliver to the Owner, at the completion of the construction of the project, the Design Professional Project Closeout Phase Deliverables described in Attachment "1", and the Contractor Closeout Deliverables described in Attachment "4".

## **2.8 Budgeting and Guaranteed Maximum Price**

**2.8.1** The Design-Builder shall provide the Design Phase Services for the Design Phase Fee identified in the Agreement. That fee will be earned based upon the amount of Design Phase



Work completed. That fee shall be billed and payable monthly as a percentage of completion of Design Phase Services. The Construction Phase Services of Design-Builder will be provided based upon an Open Book Cost of the Work, plus the separate Construction Phase Fee for Design-Builder identified in the Agreement, which together comprise the GMP as set forth in Section 2.8.2 below.

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

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

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

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

## **2.9 Design-Builder’s Responsibility for Project Safety**

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

**2.9.2** Design-Builder and its Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner specific safety requirements set forth in the Contract Documents, which do not violate any applicable Legal Requirements. Design-Builder will immediately

report, in writing, any injury, loss, damage or accident to Owner's Representative and all government or quasi-government authorities having jurisdiction over matters involving the Project or the Work.

**2.9.3** Design-Builder's responsibility for safety under Section 2.9 is not intended to in any way relieve Design-Builder's Subcontractors (of any tier) from applicable obligations and responsibilities for complying with all Legal Requirements, including those related to health and safety matters, and taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

## **2.10 Design-Builder's Warranty**

**2.10.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the Work by persons other than Design-Builder or others under Design-Builder's control. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.10 or the Contract Documents. Design-Builder will provide Owner with all manufacturer's warranties upon Substantial Completion of each Phase of the Project. Design-Builder shall provide Owner a two (2) year warranty that will commence for all portions of the Project upon Substantial Completion of each portion of the Work, as determined by the Owner under the Contract requirements. In addition, all statutory warranties related to latent defects will remain in force and are not limited by this provision.

## **2.11 Correction of Defective Work**

**2.11.1** Design-Builder agrees to promptly correct any Work that is found not to be in conformance with the Contract Documents. This obligation shall continue for a period of two (2) years from the date of Substantial Completion of each portion of the Work as determined by Contract.

**2.11.2** Design-Builder, upon receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, shall, within seven (7) days (except in the case of an emergency which will require immediate response) commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to any other parts of the Work affected by the nonconforming Work. In the event Design-Builder fails to commence the necessary steps within seven (7) days, Owner, in addition to any other remedies provided under the Contract Documents, may at the end of the seven (7) day period provide Design-Builder with notice that (i) it will commence to correct such nonconforming Work with its own forces; and (ii) Design-Builder shall be responsible for all costs and expenses that Owner incurs in remedying any Work not in conformance with the Contract Documents, including any and all design professional fees incurred. Owner will notify

Design-Builder if its intent to make such corrections at or before the commencement of the corrective work.

**2.11.3** The two year period referenced in Section 2.11.1 applies only to the Design-Builder's obligation to correct Work not in conformance with the Contract Documents, and is not intended to constitute a period of limitations with respect to any other rights or remedies Owner may have with respect to Design-Builder's other obligations under the Contract Documents. Design-Builder acknowledges that, for purposes of statutes of limitations, Owner is an instrumentality of the State of Arizona, acting in its sovereign capacity.

### **ARTICLE 3**

#### **OWNER'S SERVICES AND RESPONSIBILITIES**

**3.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.2** Owner's Representative shall be responsible for processing Owner-supplied information and approvals or rejections in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with reasonably prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including errors, omissions or defects in the performance of its Work.

**3.3** Owner shall provide reviews and approvals or rejections of Part 1 Agreement Design Submissions and Construction Documents within three (3) weeks upon receipt of the documents as required in this Contract.

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

### **ARTICLE 4**

#### **HAZARDOUS CONDITIONS AND UNCONTEMPLATED PROJECT SITE CONDITIONS**

#### **4.1 Hazardous Conditions**

**4.1.1** It is the sole responsibility of the Design-Builder, as part of the agreed upon GMP, to properly remove and dispose of any Hazardous Materials in the Project identified as such in the Contract Documents by the Owner. Design-Builder, upon encountering any Hazardous Materials not identified in the Contract Documents, shall stop Work immediately in the affected area and notify Owner and, if required by any Legal Requirements, all governmental or quasi-governmental entities with jurisdiction over the Project. Owner has responsibility to take the necessary measures required to properly remove and dispose of Hazardous Materials not identified in the Contract Documents as being the responsibility of the Design-Builder.

**4.1.2** Design-Builder will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in the GMP or Contract Time(s) of performance, or both, to the extent that the Design-Builder's costs or time of performance have been adversely and materially impacted by the presence of unforeseen or undisclosed Hazardous Materials.

**4.1.3** Owner is not responsible for Hazardous Materials introduced to the Site by Design-Builder, Subcontractors (of any tier) or anyone else for whom the Design-Builder is responsible unless provision of such Hazardous Materials are called for in the Contract Documents.

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

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

## **4.2 Uncontemplated Project Site Conditions**

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

**4.2.2** If the conditions encountered by Design-Builder in Section 4.2.1 are determined to be un-contemplated project site conditions, Design-Builder will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in its Guaranteed Maximum Price or Contract Time(s) of performance or both to the extent that Design-Builder's cost or time of performance have been adversely and materially impacted by the un-contemplated conditions. Adjustments to Guaranteed Maximum Price will be for the actual direct cost impact to address un-contemplated conditions. Extensions of Contract Time(s) will be considered only when

based upon submission of an updated CPM Schedule showing an actual unavoidable delay to the Project Critical Path.

**4.2.3** In no event shall the Guaranteed Maximum Price be adjusted for conditions that could or should have been observed or determined by the Design-Builder during RFQ Process.

## **ARTICLE 5**

### **INSURANCE AND BONDS**

#### **5.1 Design-Builder's Bond Requirements**

**5.1.1** The Design-Builder, after acceptance of the GMP by the Owner and prior to the start of any Construction Phase Services by the Design-Builder, shall furnish to the Owner performance and payment bonds, satisfactory in form to the Owner each in a penal sum equal to one hundred percent (100%) of the GMP. These surety bonds in the form attached hereto as Attachment "2" to these General Conditions are not to be expressly limited as to time in which action may be instituted against the surety company. The bonds shall be furnished on Owner's forms and shall be executed by a surety company authorized to do business in the State of Arizona and shall strictly comply with ABOR Policy 3-804E, which policy shall control in the event of any conflict of the Bonds, or either of them with the requirements of these General Conditions. Individual sureties and default type insurance will not be accepted by Owner as a substitute for the requisite Design-Builder performance and payment bonds.

**5.1.2** The Owner may require each proposed Subcontractor whose initial subcontract amount will be \$100,000 or more to furnish a performance bond on Owner's form or on a form approved by Owner, which provides equal or better coverage, for the full amount of its subcontract. This bond shall be obtained by the Subcontractor as a separate entity and the cost shall be included in the Subcontractor's bid to the Design-Builder. Alternatively, in place of Subcontractor performance bonds, if approved in advance by the Owner, the Design-Builder may provide Subcontractor default protection that is equivalent or better than bonds provided by the Subcontractors. The cost of such bonds or default protection shall be included in the GMP.

#### **5.2 Design-Builder's Insurance Requirements**

**5.2.1** The Design-Builder shall not commence any Work until it obtains all required insurance and bonds and furnishes satisfactory proof thereof to the Owner. The Design-Builder shall not permit Subcontractors to commence Work until insurance and bond requirements have been complied with by Subcontractor.

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

#### **5.3 Minimum Scope and Limits of Insurance**

**5.3.1** Without limiting any liabilities or any other obligations of the Design-Builder, the

Design-Builder shall provide and maintain, and cause its Subcontractors to provide and maintain, insurance coverage in forms and with duly licensed or approved non-admitted insurers in the state of Arizona and rated at least A-VII in the current A.M. Best Company ratings. The Owner in no way warrants that the above-required minimum insurer rating or the following minimum coverages are sufficient to protect the Design-Builder or any Subcontractor from all insured or insurable risks or from potential insurer insolvency.

**5.3.1.1** The Design-Builder shall cause its subcontractors engaged in the performance of services under this Agreement to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Design-Builder and agreed to by Owner, commensurate to the type of work to be performed and exposure to risk. Subcontractor coverage shall be maintained through Final Completion and additionally provided whenever performing services at the project site during the full warranty period. Design-Builder shall provide certification with each payment application that its subcontractors comply with this provision.

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

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000

- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

**5.3.5 Builder’s Risk Insurance.** Design-Builder shall provide and maintain, until written notice of Substantial Completion from the Owner, a Builder’s All Risk Insurance Policy, which will protect the interests of the Owner and contractors of all tiers against loss as specified below.

This policy shall provide coverage for 100% of the insurable value of the Work, including any Owner furnished work. The insurance shall provide replacement cost coverage for all real and personal property incorporated into the Work including engineered and Project specific false works and formings, while at the Project Site, off-site, or in transit. Coverage shall be extended to include soft costs (such as reasonable compensation for Design Professional, Owner and contractors' services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.

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

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

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

The Design-Builder shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder's Risk policy.

The Design-Builder shall be solely responsible for any required notice to or consent of the insurer providing the Builder's Risk coverage regarding a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Owner.

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

### **5.3.6 Professional Liability Insurance.**

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

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract and, except as set forth below, shall be an occurrence form policy.

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



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

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

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

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

In the event of such depletion, it shall continue for subsequent losses as excess insurance over the amount of insurance remaining under the underlying insurance, subject to the policy limits.

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

Total Project Budget	Required Excess/Umbrella Limits
\$0 - \$2 M	\$0
\$2M - \$10M	\$2M per occurrence, \$2M aggregate
\$10M - \$25M	\$5M per occurrence, \$5M aggregate
\$25M - \$100M	\$10M per occurrence, \$10M aggregate
Greater than \$100M	\$25M per occurrence, \$25M aggregate

Design-Builder shall maintain Umbrella/Excess Liability coverage through Final Completion for Design-Builder and all Subcontractors engaged in the performance of services under this Agreement. Design-Builder shall maintain coverage through the two-year full warranty period specified herein for Design-Builder and all Subcontractors that perform services at the project site after Final Completion, during the two-year full warranty period.

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

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

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

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

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

Arizona Board of Regents, State of Arizona and the University of Arizona  
Planning, Design, & Construction  
Post Office Box 210300  
Tucson, AZ 85701-0300

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

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

**5.3.11** Authorization to Obtain Information. The Owner may, and the Design-Builder hereby authorizes the Owner to, request and receive directly from insurance companies utilized by the

Design-Builder in meeting the insurance requirements, any and all information reasonably considered necessary in the sole discretion of the Owner.

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

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

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

**5.3.15 Cancellation of Insurance.** In the event any insurance coverage required in their Section 6 for the Work is canceled, reduced, or terminated, Design-Builder agrees to provide notice to Owner and replace the insurance without any lapse of protection to Owner. If such coverage is not replaced, or Design-Builder fails to meet any of the requirements for insurance listed above, Owner may at its option immediately terminate the Agreement between Owner and Design-Builder, or in Owner's discretion, procure or renew such missing insurance coverage and pay the premiums therefore. Any such premium amounts paid by Owner shall be repaid by Design-Builder upon demand, or Owner if not paid, may offset the premium cost plus interest at the legal rate from Design-Builder's Final Payment under the Agreement. Except for the Builder's Risk coverage, the Owner's exercise of its option to occupy and use completed portions of the Work shall not relieve the Design-Builder of its obligation to maintain insurance required under the insurance provisions of this Agreement until the date of Final Completion and/or the expiration of the warranty period as specified in 5.3.2, 5.3.3, 5.3.4, and 5.3.7 above.

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

## **5.4 Owner's Liability Insurance**

**5.4.1** The Owner, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract.

## **ARTICLE 6** **PAYMENT**

### **6.1 Guaranteed Maximum Price; Savings**

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

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

## **6.2 Schedule of Values**

**6.2.1** Before execution of the Part Two Agreement and commencement of Work in the Construction Phase, the Design-Builder shall submit to the Owner, and the parties shall agree upon, a schedule of values, generally similar to the sample format in "Exhibit C - Cost of the Work - Schedule of Values", setting forth the various portions of the Work, and the portions of the Guaranteed Maximum Price allocated to each portion. This schedule of values shall be used as a basis for payment as the Work progresses. Those portions of the schedule of values allocable to work performed by Consultants or Subcontractors of the Design-Builder shall be finalized as and when the Subcontracts are finalized. All estimated construction costs not allocated to a Subcontract (including Work self-performed) or to General Conditions shall be allocated to "Bidding Contingency", and shall, upon approval by the Owner, be available for later use by the Design-Builder as Construction Contingency for reallocation to other line items as provided for in these General Conditions.

## **6.3 Applications for Progress Payment**

**6.3.1** The Design-Builder shall deliver to the Owner on the last business Day of each month a sworn application for progress payment, in a format identical to the Schedule of Values approved under Article 6.2.1 above. Each such application for payment shall be based on the Schedule of Values and be in an amount determined by the percentage of completion of the Work in the month being billed. It shall show the percentage of completion of each category of the Work performed in the billing period. The payment application shall be accompanied (as separate documents) by (a) an updated CPM Schedule and narrative schedule update report as provided for herein, and (b) conditional lien waivers from each Subcontractor or supplier entitled to progress payment thereunder. In addition, the Design-Builder shall provide the following documentation upon specific request by Owner: a) a written accounting in a form agreed to by Design-Builder and Owner of the Cost of Work completed, b) a report by the Design-Builder on Subcontractor buy-out status, contract sums, and Subcontractor pay applications, c) a copy of job cost ledger, d) a copy of timecards for all employees charged to the Project, and e) a copy of Construction General Conditions invoices and purchase orders, each for the time periods periodically requested by Owner. All meal expenses included in Construction General Conditions shall be supported by a copy of the credit card receipt (if applicable) and a detailed

copy of the bill, with a written list of attendees and business purpose of the meeting/meal included.

**6.3.2** The Design-Builder Construction Phase Fee shall be paid monthly in accordance with the percentage of completion of the Work. The Construction General Conditions shall be paid monthly based on actual cost. The amount approved and paid for progress achieved in the month billed for shall not constitute final acceptance of the Work and is subject to final adjustment at the time of final acceptance and Final Payment so as to fully comply with, and not exceed, the GMP.

**6.3.3** The Owner, within seven (7) days after receipt of the Design-Builder's application for progress payment, and no later, will either a) advise the Design-Builder that the application is approved or b) issue specific written findings setting forth those items in detail in the estimate of the Work in the pay application that are not approved for payment under the contract. Any items that are not specifically identified by the Owner as not approved, with written detailed findings, shall be deemed approved.

**6.3.4** As to any items not approved for payment, the Owner may withhold an amount from the progress payment to be made for the time period billed for a sufficient sum to pay the expenses Owner reasonably expects to incur in correcting the deficiency set forth in the written finding issued by the Owner.

## **6.4 Payment and Retainage**

**6.4.1** Within fourteen (14) days following the receipt of the Design-Builder's properly submitted and accurate payment application, and the issuance of the Owner's written detailed findings of items not approved, if any, the Owner shall pay to the Design-Builder the amount due on the progress payment application. However, the payment shall be limited to 90% of the approved value of the construction work in place and the value of materials suitably stored in accordance with Article 6.7.1 below of these General Conditions during the month being billed. The remaining 10% shall be retained by the Owner until the Contract is 50% complete at which time the retainage shall be reduced to no more than 5%; provided that: (a) the Design-Builder is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the Owner shall pay the Design-Builder 95% of the value of the construction work and materials on approved progress billings, unless and until it determines satisfactory progress is not being made, at which time the 10% Retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of construction work in place and materials stored. The Owner's determination concerning the satisfactory progress of the Work for retainage adjustment purposes shall be final.

**6.4.2** Within sixty (60) calendar days after the issuance of the Certificate of Final Completion and receipt by Owner of all other documents required from Design-Builder by the Contract Documents, all retained amounts shall be paid to Design-Builder as part of Final Payment provided however: a) the Final Payment shall not become due from Owner until the Design-Builder delivers to the Owner all items set forth in Article 6.13, including full and final

unconditional releases in statutory form from all Subcontractors and major Suppliers acknowledging that they have received payment in full; any claim filed thereafter shall be the responsibility of the Design-Builder, and b) if any claim does remain unsatisfied after all payments are made by Owner, the Design-Builder shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such unsatisfied claim including all costs, interest and attorneys' fees.

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

## **6.5 Early Release of Subcontractor Retainage**

**6.5.1** If a Subcontractor has completed its portion of the Work (including all Punch list items) pursuant to any given Subcontract, the Design-Builder may request the Owner to disburse the Retainage allocable to such Subcontractor, after delivering to the Owner any necessary consent to such disbursement from such Subcontractor's surety, in a form reasonably satisfactory to the Owner. If the Owner is reasonably satisfied that the Subcontractor's Work has been completed in accordance with the Contract Documents, the Owner shall disburse said Retainage to Design-Builder for payment to the Subcontractor, and the two-year warranty period with respect to such Work shall commence at Final Completion of the Work.

## **6.6 Payment for On-Site and Off-Site Materials**

**6.6.1** Payment shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Payment may be similarly made for materials and equipment suitably stored off the Site, conditioned upon the Design-Builder furnishing evidence to the Owner that (a) title to the materials and equipment will pass to the Owner upon payment therefor; (b) the materials and equipment are adequately insured; and (c) such other matters as the Owner may reasonably request in order to protect its interests.

## **6.7 Title to Construction Work**

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

## **6.8 Withholding of Payment**

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

**6.8.1.1** Defective Work not remedied;

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

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

**6.8.1.4** Damage to the Owner or a Separate Contractor caused by the fault or neglect of the Design-Builder to the extent not covered by insurance; or

**6.8.1.5** Reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Un-excusable Delay, and that the unpaid balance of the Guaranteed Maximum Price would not be adequate to cover liquidated damages for the anticipated Un-excused Delay.

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

## **6.9 Failure of Payment**

**6.9.1** If the Owner does not pay the Design-Builder within fourteen (14) Days after the date established herein the Design-Builder may proceed as set forth in Section 11.3 below.

## **6.10 Substantial Completion**

**6.10.1** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of Punch List items. The Design-Builder shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Design-Builder to complete all work in accordance with the Contract Documents. Upon five (5) working days of receipt of the Punch List, the Owner and Design-Builder will jointly make an inspection to determine whether Substantial Completion has occurred. If it is determined by the Owner that the work or a portion thereof is Substantially Complete, the Owner shall issue the Certificate of Substantial Completion stating the date of Substantial Completion which shall be executed by the Owner and the Design-Builder.

## **6.11 Beneficial Occupancy**

**6.11.1** The Owner may occupy or use any completed or partially complete portion of the Construction Work at any time, provided such Beneficial Occupancy or use is authorized by public authorities having jurisdiction over the Construction Work. Such Beneficial Occupancy

or use may commence whether or not the portion is Substantially Complete, provided the Owner and the Design-Builder have accepted, in writing, the responsibilities assigned to each of them for payment, security, maintenance, heat, utilities, damage to the Construction Work and insurance, and have agreed, in writing, concerning the period for correction of the Construction Work. Immediately prior to such Beneficial Occupancy, the Owner and the Design-Builder shall jointly inspect the area to be occupied in order to determine and record the condition of the Construction Work. Unless otherwise agreed, Beneficial Occupancy or use of a portion of the Construction Work shall not constitute acceptance of Work not complying with the requirements of the Construction Documents and does not establish the date of Substantial Completion.

## **6.12 Final Completion and Final Payment**

**6.12.1** Completion of all outstanding Work items noted in the Substantial Completion “Punch List” for the entire Work or portion thereof and other Contract requirements is required for Owner to certify Final Completion. The requirements include, but are not limited to, equipment operations training for Owner, and submission and approval by Owner of all Record and Close Out Documents such as record drawings and specifications, operation and maintenance instructions, maintenance agreements (if any), and extended transferable warranties.

**6.12.2 Conditions Precedent to Final Payment.** Neither final payment nor any final release of Retainage shall become due until the Design-Builder submits to the Owner:

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

**6.12.2.2** A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days’ prior written notice has been given to the Owner;

**6.12.2.3** Consent of Surety to final payment; and

**6.12.2.4** If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents.

**6.12.3** If after Substantial Completion of the Work, Final Completion is materially delayed through no fault of the Design-Builder or by the issuance of additional Change Orders or Change Directives by the Owner, the Owner may at its sole discretion, upon request of the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed. If the remaining balance for Work not fully completed is less than the Retainage, and if bonds have been furnished, the written consent of surety to payment of the balance for that portion of the Work fully completed shall be submitted by the Design-Builder to the Owner, and such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims by either the Design-Builder or the Owner.



**6.12.4** Acceptance of final payment by the Design-Builder shall constitute a waiver of affirmative claims by the Design-Builder. The making of the final payment by the Owner shall constitute a waiver of claims by the Owner, except those arising from (a) liens, claims, security interests and encumbrances arising out of the Work after final payment; (b) latent defects arising after final payment; or (c) the terms of warranties required by the Contract Documents.

## **6.13 Allowances**

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

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

## **6.14 Contingency**

**6.14.1** The Design-Builder and the Owner acknowledge that the Guaranteed Maximum Price contains a line item for a "Bidding Contingency or Construction Contingency". On a monthly basis, after finalization (i.e., "buyout" or subcontractor contract issuance) of a line item, the Schedule of Values will be adjusted to reflect the actual amount. Contingencies shall not be carried in line item amounts after finalization. The Bidding Contingency, upon approval of the Owner, shall be for the Design-Builder's use and shall be increased by amounts not expended on other line item bid packages and shall decrease by additional amounts required to be expended on other line item bid packages. Following completion of all contract execution by Subcontractors (Project finalization), Bidding Contingency shall become Construction Contingency and Design-Builder may use this Construction Contingency for legitimate unforeseen construction expenses, subject to Owner's review or approval, at Owner's discretion.

Design-Builder shall submit detailed monthly reports to Owner indicating how the Construction Contingency was used in the reporting period, and the status of the Construction Contingency. The Owner has the authority to reject any use of the Construction Contingency after it has been

submitted if the Owner believes in its reasonable judgment that some or all of the amount included in the use of the Construction Contingency is not a legitimate expense for the Project. Upon the Owner's rejection of a Construction Contingency use, the Design-Builder will thereupon credit the Construction Contingency amount back to the Construction Contingency in the next subsequent payment request. Any amounts remaining in "Bidding Contingency or Construction Contingency" at Final Completion shall be deemed Savings and will be allocated to Owner as such. Should the "Bidding Contingency or Construction Contingency" be exhausted prior to award of all the bid packages, any subsequent overruns in bid package costs shall be the Design-Builder's sole responsibility, with no additional compensation due thereon from the Owner.

**6.14.2** Intentionally omitted.

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

**6.14.4** Design-Builder will include an explicit requirement that change orders between Design-Builder and the Subcontractors will be priced consistent with the requirement of Section 10 of these General Conditions with adequate itemized change order pricing regardless of whether or not there is a comparable change order between Design-Builder and the Owner. In addition, Design-Builder shall retain, and make available to Owner upon request, all bid documents including requests for proposals, requests for quotes, and bid responses from both successful and unsuccessful bidding Subcontractors.

**6.14.5** Any amounts remaining in Contingency at Final Completion shall be Savings and will be distributed per Article 6.1. Any contingency remaining from the Part 1 Agreement shall be incorporated by Change Order into the contingency line item for the Part 2 Agreement.

## **6.15 Rental Equipment**

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

**6.15.2** The projected usage for each piece of equipment to be rented for use on the project and the estimated total rentals shall be considered by the Design-Builder before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment shall be considered "job owned". At the completion of the project, the Design-Builder shall transfer title and possession of all remaining job-owned equipment to the Owner, or Design-Builder may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by Owner and Design-Builder.

**6.15.3** Each piece of equipment to be rented shall have hourly, daily, weekly and monthly rates, and the most economical rate available shall be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of the Design-Builder.

**6.15.4** The reimbursable equipment rental rates shall not exceed one hundred percent (100%) of the published rates in a mutually agreed publication. If the publication does not contain information related to the type of equipment rented, the Design-Builder will be allowed to use a maximum equipment rental rate equal to one hundred percent (100%) of the current competitive rental rates from local third party equipment rental companies. Owner may agree to rely solely on current competitive rental rates from local third party equipment rental companies.

**6.15.5** The aggregate rentals chargeable for each piece of Design-Builder-owned tools or equipment shall not exceed fifty percent (50%) of the fair market value of such equipment at the time of its commitment to the Work without prior written notification to the Owner including the original purchase price, date of purchase of the equipment, and copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time. When the aggregate rental charge for each piece of Design-Builder-owned tools or equipment matches the fair market value of said equipment, said equipment may become “job owned” but only if the new value of such equipment exceeds \$5,000.

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

**6.15.7** Rental charges for equipment, except for equipment owned by Design-Builder or any of its affiliates, subsidiaries, or other related parties, and which is rented from third parties for use in proper completion of the Work shall be considered reimbursable, and will be reimbursed at actual costs, as long as rental rates are consistent with those prevailing in the locality. For any lease/purchase arrangement where any of the lease/purchase rental charges were charged to Owner as reimbursable job costs, appropriate credit adjustments to job cost will be made for an appropriate pro rata share of the fair market value of the equipment at the time it was last used on the job.

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

market value at the time the piece of equipment was first used on the job and (4) final disposition.

## **ARTICLE 7**

### **INDEMNIFICATION**

#### **7.1 Proprietary Rights, Patent and Copyright Infringement**

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

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

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

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

#### **7.2 Indemnification**

**7.2.1** Design-Builder shall indemnify, defend, save and hold harmless the State of Arizona, the Arizona Board of Regents, and the University of Arizona and their officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to property caused, or alleged to be caused, by the acts or omissions of

Design-Builder or any of its owners, officers, directors, agents, employees, or Sub-consultants, arising out of performance of the Work or this Agreement, or in connection with the Project or defects in the Work, or any materials supplied. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Design-Builder or contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Design-Builder will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Design-Builder agrees to waive all rights of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona, and their officers, officials, agents and employees for losses arising from the work performed by the Design-Builder for the State of Arizona.

## **ARTICLE 8**

### **TIME**

**8.1.1** Both the Design-Builder and Owner recognize that any time limits set forth in the Contract Documents are of the essence of this Agreement. Design-Builder agrees that, consistent with the times set forth in Article 5 of the Agreement, it will commence performance of the Work, achieve Substantial and Final Completion of the entire Work and achieve, any interim milestones for Substantial and Final Completion dates.

**8.1.2** If Design-Builder is delayed in the performance of its Work based upon a Critical Path analysis of the current Owner accepted Critical Path Method (CPM) Schedule due to unforeseeable acts, omissions, conditions, events, or circumstances beyond its control or prevention and due to no Legal fault of its own or those for whom Design-Builder is responsible under the terms of the Contract Documents, the time for Substantial Completion of the Work, and to the extent applicable, any interim milestones or Substantial Completion dates for portions of the work shall be reasonably extended by written Change Order. By way of example only, such acts, omissions, conditions, events, and circumstances which would entitle Design-Builder to an extension of the Contract Time(s), include acts or omissions of Owner, or anyone under Owner's control, including separate contractors, changes ordered in the Work by Owner, un-contemplated project site conditions, wars, floods, labor disputes, unusual delay in transportation, and unusually adverse weather conditions.

**8.1.3** Design-Builder shall be entitled to an appropriate adjustment of its Guaranteed Maximum Price for extended Construction General Conditions only for mutually determined delays as defined in 8.1.2 directly caused by the actions or inactions of the Owner.

## **ARTICLE 9**

### **CHANGES TO THE CONTRACT PRICE AND TIME**

#### **9.1 Change Order**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

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

**9.1.2** All such changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents, and Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments, as applicable. No Guaranteed Maximum Price adjustment on account of a Change Order shall include the Design-Builder's or Subcontractor's profit, fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder except as allowed by Section 9.4.3 of these General Conditions.

## **9.2 Change Directives**

**9.2.1** A Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on adjustment in the Guaranteed Maximum Price or the Contract Time(s) of performance or both. Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work and advise the Owner of the Design-Builder's agreement or disagreement with the proposed method of adjustment for the Guaranteed Maximum Price or the Schedule or both.

**9.2.2** Owner and Design-Builder shall negotiate, in good faith and as expeditiously as possible, the appropriate adjustments for the change in the Work and such agreement shall be effective immediately and recorded by preparation and execution of an appropriate Change Order.

## **9.3 Minor Changes in the Work**

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

## **9.4 Price Adjustment**

**9.4.1** After this Agreement is signed, modifications in the Guaranteed Maximum Price, the Contract Time(s) or scope of the Work may only be made by written Change Order or Change Directive.

**9.4.2** By written Change Directive at any time, the Owner may make any changes within the general scope of the Contract or issue additional instructions; require additional or modified Work or direct deletion of Work. The Design-Builder shall not proceed with any change

involving an increase or decrease in cost or time without prior written authorization from the Owner and shall proceed in accordance with the procedures set forth in this Section. The Owner’s right to make changes shall not invalidate this Contract or relieve the Design-Builder of any liability. Any requirement of notice to the Surety shall be the responsibility of the Design-Builder. If the Design-Builder proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Design-Builder hereby waives all rights or claims Design-Builder may have as a result of the change.

**9.4.3** The cost of or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- a) By unit prices stated in the Contract Documents;
- b) By cost, as defined below, and described in Attachment “3” to these General Conditions, properly itemized and supported by sufficient data reduced to meaningful unit prices for each assembled component of the Work in order to facilitate evaluation. Such costs shall be itemized by crafts as defined within the Schedule of Values, submitted in a format approved by the Owner, and limited to items directly allocable to the change in the Work:
  - 1) Cost of materials, including delivery;
  - 2) Cost of labor, fully-burdened, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Design-Builder, and worker’s or workman’s compensation insurance but excluding Subcontractor’s labor;
  - 3) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Design-Builder must prove reasonable rental rate pursuant to actual ownership costs;
  - 4) As a guideline, on a not-to-exceed (“NTE”) percentage of Direct Construction Cost only basis, the following overhead, general conditions and fee percentages shall be utilized, and shall be fixed as a dollar amount, unless otherwise established in the Agreement, or otherwise mutually agreed upon and documented in the change order description:

Subcontractor Fee (profit):	5%
Subcontractor Overhead & General Conditions, NTE:	10%
Total Subcontractor Markups, NTE:	15%
Design-Builder Fee (overhead & profit), approximately or as per Design-Builder Agreement:	5%

Design-Builder General Conditions,

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

- 5) The Agreement may involve situations where larger amounts of Overhead and Construction General Conditions are needed to address extenuating site-related circumstances. However, as a guideline, the combined total Fee, (including Profit and Overhead) and Construction General Conditions, including the Design-Builder and all levels or tiers of subcontractors, shall generally not exceed twenty-seven percent (27%) of the total direct costs of materials, labor, rental equipment and subcontractor insurance and bonds.
- 6) Subcontractor pricing to Design-Builder, specifically as regards, and in support of Design-Builder Change Order with Owner, shall contain, at a minimum, same level of detail as Design-Builder provides in items 1) through 4) above in this Section 9.4.3(b).
- c) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to facilitate evaluations; provided that such lump sum shall not exceed that amount calculated under (b) above.

**9.4.4** Any dispute regarding the pricing methodology or cost of a change shall not relieve the Design-Builder from proceeding with the change as directed by the Owner. The cost or credit to the Owner shall be determined by the Owner or its Representatives on the basis of the preceding subsection.

**9.4.5** An Owner approved written Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Design-Builder for inclusion in the Change Order is irrevocably waived.

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

## **9.5 Emergencies**

**9.5.1** In any emergency affecting the safety of persons or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Guaranteed



Maximum Price or Contract Time(s) of performance or both on account of emergency work shall be determined as provided in this Article.

## **ARTICLE 10**

### **REQUESTS FOR CONTRACTUAL ADJUSTMENTS AND DISPUTE RESOLUTION**

**10.1 Requests for Contractual Adjustments and Relief.** If either Design-Builder or Owner believe that the Contract Documents afford contractual rights or relief from events arising during performance of the Work, including Change Orders, adjustments and relief for the acts or omissions of the other party, or any other party under the control of the other party, for injury or damage to persons or property, or for events which affect the Guaranteed Maximum Price /or Contract Time(s), or both, the party requesting the adjustment or relief shall provide the other party written notice of its request, if possible, prior to incurring any loss, cost or expense, but in no event later than the times, if any, required by the specific provision(s) of the Contract documents, which form the basis of the party's request. In the absence of said times, such request shall, if possible, be made prior to incurring any loss, cost, or expense, but in no event later than ten (10) calendar days after (i) the occurrence of the event or circumstance giving rise to the request; or (ii) the party reasonably should have recognized the event or condition given rise to the request, which ever time is sooner. Such request shall be in writing, and include sufficient information to advise the other party of the circumstances or events giving rise to the request, the specific contractual adjustment or relief requested, and the basis of such request. Any relief or adjustment afforded any party shall be set forth in a written Change Order in accordance with Articles 8 and 9 herein.

#### **10.2 Dispute Avoidance and Resolution**

**10.2.1** The parties are fully committed to working with each other throughout the Project, and agree to communicate regularly with each other at all times, including weekly on-site design and construction status meetings, so as to avoid or minimize disputes or disagreements. Design-Builder's Representative along with the Design Consultant and Design-Builder's Construction Superintendent shall attend weekly status meetings with the Owner's Representative. Design-Build Representative shall take minutes outlining the issues discussed, action responsibility, due dates and resolution and distribute them within 48 hours of each meeting. To the extent disputes or disagreements arise during the Project, both Design-Builder and Owner commit to resolving such disputes in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. In the first instance, Design-Builder and Owner will attempt to resolve disputes and disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative.

**10.2.2** In the event the dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, the Design-Builder's Senior Representative and Owner's Senior Representative shall meet within 48 hours to attempt to resolve the dispute or disagreement. The parties agree that prior to any meetings between the Senior Representatives, they will exchange with each other any relevant information that will assist the parties in resolving their dispute or disagreement. If the Senior Representatives after meeting in good faith determine that the dispute or disagreement cannot be resolved on terms satisfactory to both

parties, the parties agree to submit the dispute or disagreement to the “Claims or Controversies” section of the University Procurement Code.

### **10.2.3 Judicial Process**

**10.2.4** Design-Builder and Owner agree that all other parties involved in any dispute or disagreement can be made parties to the litigation, and to this end, both Design-Builder 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 proceeding.

**10.2.5** Subject to other provisions in the Contract Documents, Design-Builder shall continue to perform the Work, and Owner shall continue to satisfy its payment obligations to Design-Builder under the Contract Documents pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

### **10.3 CONSEQUENTIAL DAMAGES**

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

## **ARTICLE 11**

### **STOP WORK AND TERMINATION FOR CAUSE**

#### **11.1 Owner’s Right to Stop Work**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend its Work.

**11.1.2** Design-Builder may seek an adjustment of the Guaranteed Maximum Price or Contract Time(s) of performance or both under Article 9 of the General Conditions to the extent that its Work has been adversely impacted by any suspension or stoppage of work by Owner, unless actions or inactions of the Design-Builder are the cause of the Owner stopping the Work.

#### **11.2 Owner’s Right to Perform and Terminate for Cause**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers; or the materials required by the Contract Documents or both; (ii) comply with applicable Legal Requirements; (iii) pay, without cause, its Design Consultants and Subcontractors; (iv) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s) as may be adjusted; or (v) otherwise perform the Work and its obligations consistent with the Contract Documents so as to deprive Owner of the benefits afforded under the Contract Documents, Owner shall have the right, in addition to any other rights and remedies provided in the Contract Documents or by law, after seven (7) days written notice to Design-Builder and Design-Builder’s failure to commence to cure the default within said time, to (i) perform and furnish through itself

or through others any such labor, materials, or Work, and to deduct the cost thereof from any monies due or to become due to Design-Builder under the Contract Documents; or (ii) terminate the employment of Design-Builder for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment scaffolds, tools, appliances, and other items thereon, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items; or (iii) both. In the event of such termination, Design-Builder shall only be entitled to be paid for all Work performed prior to its default. In the event Owner's cost and expense of completing Design-Builder's Work shall exceed the Guaranteed Maximum Price, then Design-Builder or its surety shall pay the difference to Owner. Such costs and expense shall include, not only the cost of completing the Work to the satisfaction of Owner and of performing and furnishing all labor, services, tools, equipment and other items required in the Contract Documents, but also losses, damages, costs and expense, including attorney's fees and expenses incurred in connection with the reprocurement and defending claims arising from Design-Builder's default, subject to the limitation set forth in Section 10.3.

**11.2.2** The parties agree that in the event that Owner terminates the Agreement for cause and such termination is finally determined to be improper, the termination for cause will be converted to a termination for convenience and the provisions of Article 8 of the Agreement shall apply.

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

### **11.3 Design-Builder's Right to Stop Work and Terminate for Cause**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or by law, either stop work or terminate the Agreement for cause upon Owners failure to pay an amount in excess of \$100,000 dollars properly due under Design-Builder's Application for Payment.

**11.3.2** Should the events set forth in Section 11.3.1 occur, Design-Builder shall provide Owner with written notice indicating that such condition set forth in Section 11.3.1 has occurred, and it is Design-Builder's intention to stop work or terminate the Agreement if said event is not cured within seven (7) days from Owner's receipt of Design-Builder's notice, unless the alleged cause of termination is cured. In the event that Design-Builder elects to stop work, it may later indicate its intention to terminate the Agreement by providing Owner with written notice that Design-Builder will terminate the Agreement within seven (7) days from receipt of Design-Builder's notice; unless the alleged cause of termination is cured.

**11.3.3** In the event Design-Builder elects to stop Work under section 11.3.2, Design-Builder shall be entitled to make a claim for adjustment to the Guaranteed Maximum Price and Contract Time(s) of performance to the extent it has been adversely impacted by the stoppage of Work. In the event that Design-Builder elects to terminate the Agreement for the reasons permitted under Sections 11.3.1, and 11.3.2, Design-Builder shall be entitled to recover the same costs it would be permitted to recover had Owner terminated this Agreement for its convenience under Article 8 of the Agreement. Owner's right to use the Contract Documents in the event Design-Builder terminates the Agreement will be governed by Section 4.2 of the Standard Form Agreement.

**11.4** If the Contract is terminated for any reason, Design-Builder's agreements with its Design Consultants and Subcontractors shall, at Owner's option and without further action by Design-Builder, be assigned to Owner; provided, however, that Owner shall have no liability for any pre-existing acts, omissions or defaults by Design-Builder under such agreements and the sole recourse of the Design Consultants and Subcontractors shall be against Design-Builder.

## **ARTICLE 12** **MISCELLANEOUS**

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

**12.2 Successorship.** The provisions of these General Conditions and the other Contract Documents shall be binding upon the Parties, their employees, agents, heirs, successors and assigns.

**12.3 Governing Law.** Interpretation of the Contract Documents and any and all disputes arising under or in connection with the Project, Work and Contract Documents shall be governed by Arizona Law. Any lawsuit or action arising out of, relating to or pertaining to this Agreement shall be brought in the Arizona Superior Court in the County in which the Owner is located, and only after all contractual and Arizona Board of Regents administrative procedures have been exhausted. By submitting a proposal, Design-Builder agrees to be bound by the Arizona Board of Regents' procurement code dispute resolution procedures and by execution of the Agreement waives any objections to those procedures.

**12.4 Severability.** If any provision or any part of a provision of the Contract Documents, or any legal authority mentioned herein, shall be finally determined to be superseded, invalid,

illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect, to the fullest extent permitted by law, as if the unenforceable provision or part were deleted.

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

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

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

**12.8 Non-Appropriation; Non-Availability of Funds.** If Owner's performance under this Agreement or funds available for this Project and/or Work are dependent upon (i) the appropriation or allocation of funds by the Arizona Legislature, and if the Legislature fails to appropriate or allot funds necessary for performance of the Project and/or Work, (ii) the sale of bonds or other similar instruments, and if such bonds or other instruments are not sold or proceeds are not available, or (iii) third party gifts, donations or grants, and if such gifts, donations or grants are not received in whole or in part by Owner; then Owner may provide notice of this to the Design-Builder, and either a) cancel this Agreement without further obligation of Owner except as set forth at the end of this paragraph, or b) delay the Project and/or Work for a period of up to six (6) months (without cost to the Owner), after which date if no such funds are legally available for performance of this Agreement, Owner may cancel this Agreement without further obligation of Owner, except as set forth at the end of this paragraph. If Owner cancels the Agreement pursuant to this Section 12.8, Owner shall reimburse Design-Builder for all services authorized and rendered prior to Owner's delivery to Design-Builder of notice of lack of funds pursuant to this Section, in the manner set forth in Section 2.8.3.

## **12.9 Conflict of Interest**

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

## **12.10 Compliance and Legal Worker Requirements**

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

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

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

**12.10.4** In addition to other audit provisions contained in this Agreement, the Owner retains the right to audit and inspect such documents of any Design-Builder or Subcontractor's employees who perform Work to ensure that the Design-Builder or Subcontractor is complying with the warranty requirements of this Section.

**12.10.5** Design-Builder shall make a good faith effort to ensure that not less than 15% of the Work performed under this Agreement is performed by a small business as defined in A.R.S. §41-4401. The Design-Builder shall report to the Owner the dollar value of the Work performed under this provision. Upon Owner's request, documentation evidencing Design-Builder's compliance with this provision shall be furnished in a form acceptable to Owner as a condition precedent to final payment.

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

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

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

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

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

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

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

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

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

**12.16 No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

**12.17 Complete Agreement.** This Agreement constitutes the complete and integrated agreement between the Owner and the Design-Builder, and it supersedes all prior negotiations, representations or agreements, either written or oral.



**ATTACHMENT 1**

**Design Professional Deliverables - 13 Pages**

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## Design Professional Deliverables

DD = Design Development Submittal (Concept, Schematic, Design Development)

CD = Construction Document Submittal

Part One

Part Two

AB = As Built Submittal

Agreement

Agreement

		Part One Agreement	Part Two Agreement
1.	Site Survey	DD, CD	AB
2.	Site Plan:		
	a. Final contours/grading	DD, CD	AB
	b. Paving, sidewalk, curb, fence parking, other site improvements	DD, CD	AB
	c. Retaining walls	DD, CD	AB
	d. Demolition of any existing improvements	DD,CD	AB
	e. Underground utilities	DD, CD	AB
	f. Construction access and staging plan	DD, CD	
	g. Phasing plan	DD, CD	
3.	Landscape plan		
	a. Planting plan	DD, CD	AB
	b. Plant materials schedule	DD, CD	AB
	c. Point of connection for power and water, and demand for each	DD, CD	
	d. Irrigation plan	CD	AB
4.	Foundation Plans:		
	a. Footing and foundation sizes	DD, CD	AB
	b. Footing and Foundation reinforcing, elevations	DD, CD	AB
	c. Below grade concrete walls	DD, CD	AB
	d. Below grade wall thickness and reinforcing	DD, CD	AB
	e. Waterproofing, dampproofing, drainage standard detail types	DD, CD	AB
5.	Structural Framing Plans:		
	a. Horizontal and vertical member size	DD, CD	AB
	b. H and V sample reinforcing	DD, CD	AB
	c. Typical floor and roof, thickness	DD, CD	AB
	d. Floor construction details	DD, CD	AB
	e. Typical exterior wall sections	DD, CD	AB
	f. Wall supports, bracing, ties and reinforcing	DD, CD	AB
	g. Lateral bracing methods, location	DD, CD	AB
	h. Fireproofing- N.F.P.A designation	DD, CD	AB
	i. Vibration isolation or other Special Details	DD, CD	AB
	j. Design live and dead loads tabulated for all floors and roof areas	DD, CD	AB
6.	Exterior Building Elevations		
	Key building sections	DD, CD	AB
	All planes	DD, CD	AB

## Design Professional Deliverables

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7.	Typical Wall Sections	DD, CD	AB
8.	Typical Roofing and Flashing Systems	DD, CD	AB
9.	Floor Plans, all Levels and Roofs:		
	a. Partition type identification	DD, CD	AB
	b. Smoke and fire compartmentation	DD, CD	AB
	c. Build-ins and fixed equipment	DD, CD	AB
	d. Build-ins and fixed equipment shown and noted	DD, CD	AB
	e. ¼" scale furniture and moveable equipment layouts, for ALL required spaces to ensure proper coordination	DD, CD	AB
	f. Phasing information	DD, CD	
10.	Reflected ceiling plan	DD, CD	AB
	a. Lights, diffusers, grilles, sprinkler heads and unusual conditions	DD, CD	AB
11.	Stair details and elevator fire separation details	DD, CD	AB
12.	Room Finish Schedule	DD, CD	AB
13.	Door Schedule	DD, CD	AB
14.	Miscellaneous Specialties & Equipment Schedules i.e. window covering locations	DD, CD	AB
15.	Fixed Equipment Schedule, Locations, Service Requirements (see item 8c)	DD, CD	AB
16.	Plumbing Work Plans		
	a. Fixture schedule and locations	DD, CD	AB
	b. Equipment schedule and locations	DD, CD	AB
	c. Main water/DWR/gas piping	DD, CD	AB
	• Water piping, locations (sizes for pipes larger than 1")		
	• Water piping, locations (sizes for pipes larger than 4")		
17.	Roof Drainage System, Locations, Key Sizes	DD, CD	AB
18.	Fire Protection Systems (all levels and roof)		

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	Part One Agreement	Part Two Agreement
a. Location of check valves, building entrance and drain	DD, CD	AB
b. Provide system performance design criteria	DD, CD	AB
19. Mechanical Systems		
a. Equipment schedule, locations, sizes, types	DD, CD	AB
b. Chilled, condenser, hot water, steam, and condensate piping systems and locations	DD, CD	AB
c. Equipment connections and supports - Standard Details	DD, CD	AB
d. Supply, return, and exhaust duct layout	DD, CD	AB
e. Load calculations	DD, CD	AB
f. HVAC controls and schematics	DD, CD	AB
g. HVAC piping, locations, and sizes for pipes larger than 1"	DD, CD	AB
20. Power Distribution Diagram:		
a. Power distribution layout	DD, CD	AB
b. Equipment locations and schedule	DD, CD	AB
b. Feeder sizes	DD, CD	AB
c. Emergency generator size and location	DD, CD	AB
d. Uninterruptible power supply equipment size and location	DD, CD	AB
e. Grounding - Standard Details (A/E)	DD, CD	AB
f. Load calculations	DD, CD	AB
21. Interior electrical plans.		
a. Fixture and switch locations with identification	DD, CD	AB
b. Typical receptacle and power outlet locations	DD, CD	AB
c. Special requirements noted	DD, CD	AB
d. Special services plans showing telecom, clocks, computer and fire alarm systems.	DD, CD	AB
22. Motor control schedule with starter and circuit sizing.	DD, CD	AB
23. Communication and alarm systems & riser diagrams.	DD, CD	AB
24. Project specifications - Design Development Phase marked-up for project	DD	
34. Project Specifications - CD Phase	CD	AB
a. Title page		
b. All sections complete and edited		

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- |     |  |  |        |
|-----|--|--|--------|
|     | <ul style="list-style-type: none"> <li>project specific</li> <li>c. Written descriptions of all options, allowances, unit prices, special construction, scheduling requirements and phasing requirements</li> <li>d. Table of contents for technical sections</li> <li>e. Schedule of drawings</li> </ul>                    |  |        |
| 25. | Code analysis. Describe all area separations, occupancy separations, compartmentalization, 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. |  | DD, CD |
| 26. | Structural, mechanical, electrical, lighting (on a per point method computer analysis) and other calculations used by the Consultant as a basis for design, appropriate to the Design Development level.   |  | DD, CD |
| 27. | Net assignable and gross area calculations, in conformance with University definitions for each category and functional group of space.  |  | DD, CD |
| 28. | Construction cost estimate for design development phase, ASPE “Level Four”, including all proposed optional price items and cash allowances.   |  | DD     |
| 29. | Construction cost estimate, for base bid and all options, for construction documents phase, ASPE “Level Five”  |  | CD     |
| 30. | Materials and color boards, exterior and interior  |  | DD, CD |
| 31. | Cut sheets of all plumbing, mechanical, electrical, and other special fixtures and equipment.  |  | DD, CD |
| 32. | Update previous presentation graphics to accurately reflect current changes.   |  | DD, CD |

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

CD

## Design Professional Deliverables

### Survey Requirements

Design-Builder shall provide a survey which meets the criteria described below. Provide the survey as part of the Deliverables Packages, and as a stand-alone AutoCAD file.

a) The University of Arizona's goal is to allow conventional ground surveys to proceed in a way that does not confuse the resulting measurements with State Plane values, while at the same time allowing an easy method for drawings/surveys to be translated back into their approximate state plane position.

b) Prior to the execution of the survey, the surveyor should contact Planning, Design & Construction at the University of Arizona for information on available control benchmarks, and other information that may be necessary regarding the campus survey control system.

c) Surveying should be based on monuments within the campus survey control system. Using good surveying practices, a sufficient number (and not less than three) of primary control monuments will be tied to. Each control point has a published State Plane value. "Ground co-ordinate equivalents" will be calculated for these points by applying a scale factor to the coordinate value, then subtracting the following values from the X and Y coordinates:

$$X = - 900,000$$

$$Y = - 400,000$$

d) This shift in coordinates is done to insure that users of the survey don't mistake the values for State Plane. These "shift values" apply within 8 miles of the center of main campus. For other UA-related surveys beyond this area, contact PD&C for appropriate shift values.

e) Survey drawings should be created based on the "ground coordinate equivalent" values for these control points.

f) A table should be presented on survey drawings documenting the scale factor, shift, and datum. The table should list each primary control point used, and the following information for each: the UA point number; the ground point number, X, Y, Z coordinates; and a description of the physical monument.

g) The surveyor's drawing layer containing survey monuments should be maintained as a layer within the architectural site plan (or whichever drawing is used as the common base plan to which all other design drawings are referenced).

h) The "0,0" point of any plan view drawing should not be altered from that provided in the surveyor's map.

i) Wherever possible, design consultants are encouraged to maintain the drawing units provided in the surveyor's drawing as opposed to converting into "architectural units".



## Design Professional Deliverables

### Design Phase

PADRAC Reviews - PowerPoint

Program Development - PDF

Conceptual Design - PDF

Schematic Design

Drawings - PDF

Specifications - PDF

AmerX - AutoCAD

Design Development

Drawings - PDF

Specifications - PDF

Site Plan - AutoCAD

Room Numbering - PDF

AmerX - AutoCAD

Wi-Fi - AutoCAD

50% Construction Documents / GMP-Setting (if included in project scope)

Drawings - PDF

Specifications - PDF

100% Construction Documents

Drawings - PDF

Specifications - PDF

GeoDatabase - AutoCAD

Key Plans - AutoCAD

TeleCom Bid - PDF

### Project Closeout Phase

Record Drawings - PDF

Record Drawings - Bound AutoCAD

Record Specifications - PDF

BIM Model

GeoDatabase - AutoCAD

Key Plans - AutoCAD

NOTE: See below for detailed descriptions of each type of Deliverable.

## Design Professional Deliverables

### Package Requirements

Path Name of Folders, Sub-Folders, and Documents, is limited to a **total of 130 characters**

### Drawings / Specifications / Other Documents - PDFs

Printed/Plotted PDFs are preferred

- files must contain searchable text
- secure approval from the Project Manager for scanned PDFs

Combine all individual Documents contained in each submittal into a single PDF, in order

- PDF file size is not a consideration
- files should be consistent with printed submittals
  - for example: if a drawing set is two volumes, the PDFs should be two files
- name each item as the original item is titled
  - include date issued in the file name (YYYY/MM/DD)
- bookmark each individual item
  - bookmark drawings with Sheet Number and Title
  - bookmark specifications with CSI Division and Section
  - bookmark reports with Chapters and Sections
- create expanded bookmarks to simplify finding a specific item
  - for example: Architectural / Structural / Etc.  
Division 02 / Division 03 / Etc.  
Chapter 1 / Chapter 2 / Etc.

### Room Numbering PDFs

Provide Floor Plans **only**

Printed/Plotted or Scanned PDFs are acceptable

Combine all individual Floor Plans into a single PDF, in order

- number and name each Floor Plan as the original Sheet is titled
- bookmark each individual Floor Plan

### TeleCom Bid PDFs

Provide **all** TeleCom Sheets and all Electrical Sheets, **only**

Printed/Plotted or Scanned PDFs are acceptable

Combine all Drawings into a single PDF, in order

- number and name each Drawing as the original Sheet is titled
- bookmark each individual Sheet
- create expanded bookmarks to simplify finding a specific sheet
  - for example: TeleCom / Electrical  
Lighting Plans / Power Plans / Etc.

## Design Professional Deliverables

### **Bound AutoCAD Drawings**

Deliver Project Record Drawings to the University of Arizona electronically.

1. The intent of these guidelines is to enable the University to collect, archive, and use at a later date digital copies of Record Drawings for any construction project. These projects include (but are not limited to) new construction, renovations, additions, utility work, and interiors work. The University of Arizona considers it important to maintain accurate records of new work for several reasons:
  - Accurate information (e.g. underground utilities and tunnels) for future projects.
  - Accurate base drawings for future projects, enabling consultants to modify existing drawings instead of creating new drawings from field measurements.
  - Accurate data for campus map information system.
2. The DP is responsible for verifying the accuracy of all drawings. Appropriate notation should be attached (Record Drawings) or detached (official seals and signatures) from each drawing. There should be an overall consistency in the format of the Record Drawings as further described below.
3. The Transmittal for the Record Drawings Submittal should contain the following information:
  - University of Arizona Building Number, Project Number, and Project Name, in the following format:
    - *ZZZZ.XX-XXXX-ABCDEF*, where *ZZZZ* is the building number, *XX-XXXX* is the University of Arizona Project Number, and *ABCDEF* is the University of Arizona Project Name
  - Firm name and contact information
  - Discipline (Architectural, Mechanical, Landscape, etc.)
  - **RECORD DRAWINGS**
  - Date of the Record Drawings Submittal

#### FORMAT:

Drawings: All drawings shall be submitted in an AutoCAD *.dwg* format

Graphics: Preferred formats for graphics (photos, sketches, renderings, etc.) include: *.jpg* and *.pdf*

#### CONTENT OF RECORD DRAWINGS DIGITAL SUBMITTAL:

Submit a digital copy of each sheet in the set, and a list of each sheet by page number with the contents of the sheet and the name of any raster images that are attached.

#### RECORD DRAWINGS LABEL

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

#### DIGITAL RECORD DRAWINGS

## Design Professional Deliverables

- The electronic copies of the Record Drawings should be usable in AutoCAD Release 2013, however the drawings themselves don't need to be drawn in this release. Usable is defined as being able to easily identify the file needed, open it, select the appropriate layout tab (representing one sheet from the hardcopy set), and send it to the plotter without have to assign proxy graphics, reconnect (and find) External References (referred to as xrefs from here forward) and raster images, or find a missing *.ctb* or *.stb* (plot style tables) file.

Each *.dwg* file should be named using the following format: *Sheet Number-xyz* where *xyz* is a project number or project name or other further identifying label as determined by the DP. For example: *Sheet A1.00* should not be in a file called *A1*, but it should be in a file called *A1.00-xyz.dwg*

- If more than one sheet is contained in one file, then the file should be composed to only have one sheet per file and then naming each accordingly.
- Each sheet should be set up on a layout tab of its own in paper space. Each layout tab should be renamed with the sheet number represented on it. Any unused layout tabs should be deleted.
- All *xrefs* should be bound. Any *xrefs* no longer needed in a drawing should be “detached” and not just “unloaded”.
- In order to prevent missing raster images, before transferring the digital files, place all raster images in the same folder as the file into which they are referenced.
- When the transferred files are opened, individual files should be available either in the root folder or in the first sub-folder. In other words, one shouldn't have to open 2 or more sub-folders to find a file.
- The file with pen weights (*.ctb* or *.stb* file) should be included in the transfer, along with any other non-standard font or shape files.
- Each layout should be set up for either 24”x36” or 30”x42” according to the following settings:
  - Plotter: None
  - Plot Area: Layout
  - Pen Assignment: As per DP's own *.ctb* or *.stb* file
  - Scale: 1:1
  - Viewports: Should be zoomed to appropriate scale and locked
  - Paper size: ArchD (24”x36”) or E1 (30”x42”) that matches the plotted drawing set

## Design Professional Deliverables

### GeoDatabase AutoCAD Drawings

The DP will also provide the following composite drawings derived from the project documents that will be incorporated in to the UA Enterprise GeoDatabase (e.g., campus maps, vegetation inventory, floor plans, etc.).

1. The intent of this guideline is to insure new facility information is available to UA in a form and at a time in the design process which will enable a more effective update of UA Enterprise GeoDatabase.
2. To meet this intent, an electronic drawing file will be created through compositing a number of CAD layers from different source drawings. This new drawing file will then be transformed into the original units, coordinates, and scale of the UA Enterprise GeoDatabase. If desired, several composite drawings may be created (e.g., one for site layers, one for architectural layers, etc.) so long as they all end up in the same original Enterprise GeoDatabase coordinates.
3. Composite Drawing Elements: The composite drawing(s) should include at a minimum the following plan view elements separated into distinct layers by feature types (e.g. survey monuments and monument labels on different layers, trees on one layer and shrubs on a different layer, etc.). Name each layer within categories as noted below (e.g. Hardscape, Irrigation, Building Footprint, etc.) name beginning with a standard prefix for that category (e.g. *Plant\_xyz.dwg*, *Irrig\_xyz.dwg*, etc.). Name layers in a way which legibly communicates the subject layer. This could be in one or several drawings, although all layers must spatially register with each other properly.

### Site Information

Existing survey control monuments referenced in the project, and new ones added  
Planting plan  
Hardscape plan  
Irrigation lines and components  
Building footprint  
Underground site utilities and/or building connection points  
Site work / grading  
Drainage

### Building Information

Survey control monuments  
Building footprint and roof outline  
Architectural plans for each floor  
Interior layout plans for each floor  
Structural plans for each floor  
Plumbing plans for each floor  
Mechanical Piping and HVAC Ductwork plans for each floor  
Electrical Power and Lighting plans for each floor  
Telecommunications (voice, data, audio/visual, etc.) plans for each floor

## Design Professional Deliverables

4. Transform this composite drawing(s) into the original state plane coordinates by the DP or their sub-consultant. Do not include imbedded blocks or x-refs (i.e., explode all elements/layers so that they permanently reside in the drawing and its transformed coordinates).
5. Provide an Index in Word or Excel, for each composite drawing, listing and describing drawing category prefixes, which are used to group the layers by features and by subject. Also list the names for each category and briefly describe contents.
6. Provide the Enterprise GeoDatabase Drawings at two times:  
with the 100% Construction Documents  
with the Project Record Drawings

### **Site Plan AutoCAD Drawings**

Provide Overall Site Plan **only**

Save files in AutoCAD Release 2013

No coordinate shift or other modifications required in this drawing; just the Site Plan current at that phase.

### **Key Plans AutoCAD Drawings**

Provide Floor Plans **only**

Save files in AutoCAD Release 2013

Formatting of AutoCAD Files

- include Room Numbers and Room Names
- depict each wall as two lines **only** (representing the finished surface on each side of the wall)
  - include only lines for each floor on that Floor Plan
  - remove intermediate lines, hatching, and symbols from within the walls
- include doors and windows
- include major pieces of fixed equipment, casework, lab benches, etc.
- remove dimensions
- remove notes and keynotes
- remove structural grid
- remove symbols
- set up layer and block properties to facilitate black-on-white printing on a variety of plotters
  - avoid nested blocks and hard-set colors

## Design Professional Deliverables

### AmerX AutoCAD Drawings

Provide Floor Plans, Reflected Ceiling Plans, and Sections **only**

- save files in the AutoCAD Release 2013

Formatting of AutoCAD Files

- include Room Numbers and Room Names
- include doors and windows
- include major pieces of fixed equipment, casework, lab benches, etc.
- remove dimensions
- remove notes and keynotes
- remove structural grid
- remove symbols
- set up layer and block properties to facilitate black-on-white printing on a variety of plotters
  - avoid nested blocks and hard-set colors

### Wi-Fi AutoCAD Drawings

Provide Site Plans, Floor Plans, and Reflected Ceiling Plans **only**

- save files in the AutoCAD Release 2013

Provide BIM Model

- (see below)

Formatting of AutoCAD Files

- include Room Numbers and Room Names
- include doors and windows
- include major pieces of fixed equipment, casework, lab benches, etc.
- remove dimensions
- remove notes and keynotes
- remove structural grid
- remove symbols
- set up layer and block properties to facilitate black-on-white printing on a variety of plotters
  - avoid nested blocks and hard-set colors

### BIM Model

A complete BIM Model, including all design disciplines, in the Latest Release of Revit.

The University will transfer the BIM Model to the Contractor, for their use in the coordination of the construction.

Submitting the BIM Model **does not** exempt the Design Professional from submitting of AutoCAD and PDF files as described in this document.

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**ATTACHMENT 2**

**Performance And Payment Bonds - 2 Pages**

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**ARIZONA BOARD OF REGENTS  
PERFORMANCE BOND**

Pursuant to Board of Regents Policy 3-804E  
(Penalty of this bond must be 100% of the contract amount.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Oblige) in the amount of \_\_\_\_\_  
(Dollars) (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct and complete a certain work described as \_\_\_\_\_  
\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Surety Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_

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**ARIZONA BOARD OF REGENTS  
PAYMENT BOND**

Pursuant to Board of Regents Policy 3-804E  
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of  
\_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the  
Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Oblige) in the  
amount of \_\_\_\_\_ (Dollars)  
(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, to construct and complete a certain work described as  
\_\_\_\_\_  
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Surety Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_

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**ATTACHMENT 3**

**Change Order Pricing Format - 2 Pages**

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**Change Order Pricing Format**

	<b><u>Work By Subcontractor</u></b>	<b><u>Work By Design-Builder</u></b>	
a.	Cost of Materials	\$ 2,000.00	\$ 4,000.00***
b.	Cost of Labor	\$ 1,000.00	\$ 2,000.00***
c.	Rental Value of Equipment	\$ 250.00	\$ 500.00
d.	Subcontracted Work (from line k)		\$ 3,828.83
e.	Subtotal	\$ 3,250.00	\$10,328.83
f.	Construction General Conditions (Subcontractor – assume 10% of line e & Design-Builder assume 5% of line e)*	\$ 325.00	\$ 516.44
g.	Subtotal	\$ 3,575.00	
h.	Subcontractor Fee (assumes 5% of line g)	\$ 178.75	
i.	Subtotal	\$ 3,753.75	
j.	Subcontractor Insurance (and bond, if applicable, assumes 2% of line i)**	\$ 75.07	
k.	Subtotal - Subcontracted Work	\$ 3,828.83	
l.	Direct Construction Cost		\$10,845.27
m.	Design-Builder Fee (assumes 5% of Direct Construction Cost per Design-Builder General Conditions' Section 1.2.8)		\$ 542.26
n.	Contractor Bonds and Insurance (assumes 2% of Direct Construction Cost)**		\$ 216.91
o.	Subtotal		\$11,604.44
p.	Tax (assumes 6% of line o)		\$ 696.27
q.	<b>Total Cost of Change Order Work</b>		<b>\$12,300.70</b>

- \* Construction General Conditions cannot exceed 10% of the total of material, labor, and equipment for Subcontractor work, and cannot exceed 5% to Design-Builder for the total of self-performed and Subcontractor work.
- \*\* Cannot exceed 2% without documentation of additional cost.
- \*\*\* Design-Builder's self-performed work, if applicable.

**Required Assumptions:**

- (1) Not all Amendments or Change Orders will have work involving both Subcontractors and the Design-Builder. In each case, only the appropriate categories of costs and percentages will be utilized.
- (2) Deductive Amendments or Change Orders utilize the same format and method of cost/credit determination including application of all deductive fees and markups. Where a change involves both, added costs and credits, the net addition or credit amount shall be determined independently for each Subcontractor and the Design-Builder prior to the application of Fee, Bond and Insurance costs, and Tax.

## Change Order Pricing Format

### **Required Assumptions: (continued)**

- (3) Payment for Bonds will be for the Design-Builder only, as required by the Contract Documents, unless the Owner has required bonding of Subcontractor(s) in accordance with the General Conditions. Unless otherwise indicated in the Contract Documents, Subcontractor liability insurance is required and such costs are allowable.
- (4) The final Change Order amounts shall be fixed dollar amounts (not percentages) and shall be rounded to the nearest whole dollar.
- (5) Entries for lines a., b., and c. shall be supported by and developed from documentation provided with the Amendment or Change Order cost proposal.
- (6) Entries for lines j., m., n. and p. shall be actual percentages based on and supported by records of the applicable Subcontractor and/or Design-Builder. The percentages shown above for these lines are assumed for purposes of illustration only.
- (7) As a guideline, the combined total Fee/Profit, Construction General Conditions, including the Design-Builder and all levels or tiers of Subcontractors, shall generally not exceed twenty-seven percent (27%) of the total direct cost of items a., b., f., and j.
- (8) Note that all percentages used in the sample calculation are for illustration purposes only. Actual percentages may vary per contract requirements.

**ATTACHMENT 4**

**Contractor Closeout Deliverables - 3 Pages**

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## Contractor Closeout Deliverables

### **Facilities Documentation Package**

- Scanned As-Built Drawings
  - single bookmarked PDF
- Scanned As-Built Specifications
  - single bookmarked PDF
- Operation and Maintenance (O&M) Manuals
  - single bookmarked PDF per CSI Division
  - all PDFs combined into a single ZIP Folder
- Final Record Submittals
  - single bookmarked PDF per CSI Division
  - all PDFs combined into a single ZIP Folder
- Balance Reports
  - single bookmarked PDF
- Commissioning Report
  - single bookmarked PDF
- Final LEED Submittal
  - single bookmarked PDF
- Training Sessions, Materials, and Videos (including sign-in sheets, notes, handout materials)
  - single bookmarked PDF for paper materials
  - individual Albums per CSI Division/Section for videos
  - all Albums combined into a single ZIP Folder
- Progress Photos
  - individual Albums per CSI Division/Section, Time Period, Etc.
  - all Albums combined into a single ZIP Folder

### **Construction Administration Package**

- individual bookmarked PDFs
- all PDFs combined into a single ZIP Folder
  - Warranties (General Contractor and Subcontractors)
  - Signed-Off PDC Green Inspection Cards
  - Any Other Reports or Certifications Required by the Contract
  - Meeting Minutes, Monthly Reports, Etc.
  - RFIs, ASIs, PRs, CORs, OCOs, Etc.
  - Payment Applications
  - Testing and Inspection Reports
  - Project Documentation Logs
  - Any Other Construction Administration Materials

## Contractor Closeout Deliverables

### **Project Closeout Package**

single bookmarked PDF

Consent of Surety

Affidavit of Payment

Copy of Small Business Utilization Report

Receipts for Returned Keys

Final Rent vs Buy Analysis & Fair Market Comparison

Final Net Asset Log

Receipts for Project-Owned Equipment

Final Attic Stock and Extra Materials Transfer Log

Receipts for Attic Stock and Extra Materials

Completed Contractor's Project Closeout Checklist

NOTE: See below for detailed descriptions of each type of Deliverable.

## Contractor Closeout Deliverables

### Package Requirements

Path Name of Folders, Sub-Folders, and Documents, is limited to **a total of 130 characters**

### PDF Drawings / Documents

Printed/Plotted PDFs are preferred

- PDF files must contain searchable text
- secure approval from Project Manager for scanned PDFs

Combine all individual Documents contained in each submittal into a single PDF, in order

- PDF file size is not a consideration
- files should be consistent with printed submittals
  - for example: if a drawing set is two volumes, the PDFs should be two files
  - name each item as the original item is titled
  - include date issued in the file name (YYYY/MM/DD)
- bookmark each individual item
  - bookmark drawings with Sheet Number and Title
  - bookmark specifications with CSI Division and Section
  - bookmark reports with Chapters and Sections
- create expanded bookmarks to simplify finding a specific item
  - for example: Architectural / Structural / Etc.  
Division 02 / Division 03 / Etc.  
Chapter 1 / Chapter 2 / Etc.

### Albums

- group similar photos / videos into individual albums
- group by date, topic, etc.
- combine albums into a single ZIP Folder

### ZIP Folders

- contain multiple PDFs, Albums, etc.

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EXHIBIT B

**Design-Build Company Name**

**Design and Pre-Construction Phase Services Professional Fees Summary**

dated **month - day - year**

(**tbd** pages)

[INSTRUCTION TO DRAFTER – ATTACH FINAL D-B PART 1 AGREEMENT FEE  
PROPOSAL AT TIME OF PART 1 AGREEMENT.]

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**UNIVERSITY OF ARIZONA-  
STANDARD FORM AGREEMENT BETWEEN OWNER AND  
DESIGN-BUILDER  
ON THE BASIS OF A GUARANTEED MAXIMUM PRICE  
PART 2 AGREEMENT  
November 1, 2016 Edition**

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# **TABLE OF CONTENTS**

## **ARTICLES**

- ARTICLE 1  
SCOPE OF WORK
- ARTICLE 2  
CONTRACT DOCUMENTS
- ARTICLE 3  
INTERPRETATION AND INTENT
- ARTICLE 4  
OWNERSHIP OF DOCUMENTS
- ARTICLE 5  
CONTRACT TIME
- ARTICLE 6  
GUARANTEED MAXIMUM PRICE
- ARTICLE 7  
PROCEDURE FOR PAYMENT
- ARTICLE 8  
TERMINATION FOR CONVENIENCE
- ARTICLE 9  
REPRESENTATIVES OF THE PARTIES
- ARTICLE 10  
BONDS AND INSURANCE
- ARTICLE 11  
OTHER PROVISIONS

## **EXHIBITS**

### **PART 1 AGREEMENT**

- Exhibit A - Design-Build General Conditions  
Attachment 1 - Design Professional Deliverables  
Attachment 2 - Performance and Payment Bonds  
Attachment 3 - Change Order Pricing Format (Sample)  
Attachment 4 - Contractor Closeout Deliverables  
Exhibit B - D-B Company Name Design and Pre-Construction Phase Services  
Professional Fees Summary Dated month, day, year

### **PART 2 AGREEMENT**

- Exhibit C - Cost of the Work - Schedule of Values (Sample Format)  
Exhibit D - Construction Documents  
Exhibit E - Statement of All Clarifications and Assumptions  
Exhibit F - Schedule of Major Milestones

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This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_, by and between ARIZONA BOARD OF REGENTS for and on behalf of the University of Arizona (“**OWNER**”) located at 220 West Sixth Street, Third Floor, Tucson, Arizona, and \_\_\_\_\_ (“**DESIGN-BUILDER**”) located at \_\_\_\_\_, (each a “Party” or collectively the “Parties”) for services in connection with the following Project: (number, name, location, and general description) (the “**PROJECT**”).

In consideration for the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **Article 1      Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to satisfactorily complete all Work described in and reasonably inferable from the Contract Documents. This Part 2 Agreement covers services for the traditional Construction Phase and Warranty Period as well as any design services required as a result of a fast-track delivery. All requirements under the Part 1 Agreement are also made a part of this Part 2 Agreement.

## **Article 2      Contract Documents**

**2.1** The Contract Documents are comprised of the following in order of precedence:

**2.1.1** This Agreement including Exhibits, Attachments, Change Orders and General Conditions;

**2.1.2** GMP scope definition including clarifications, assumptions, allowances and exclusions;

**2.1.3** Owner’s Project Criteria developed by Owner (if any);

**2.1.4** Design documents, including interim design submissions and Design Submission Documents, approved by Owner, under the Part 1 Agreement, all as more fully described in Section 2.4 of the General Conditions.

**2.1.5** Owner’s Request for Qualifications (RFQ), dated \_\_\_\_\_ with all Addenda and Exhibits, and Design-Builder’s Statement of Qualifications (SOQ) dated \_\_\_\_\_, as accepted and agreed to by the Owner

### **Article 3 Interpretation and Intent**

**3.1** The Contract Documents are complementary and must be interpreted in harmony so as to avoid conflict, with words and phrases interpreted consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1.

**3.2** Terms, words and phrases used in the Contract Documents, including this Part 2 Agreement, shall have the meanings as defined in the General Conditions or if not specifically defined, their ordinary and common meaning.

**3.3** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

### **Article 4 Ownership of Documents**

**4.1** All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Part 2 Agreement (hereinafter referred to as “Work Product”) shall be the property of the Owner.

**4.2** If Owner terminates the Project for its convenience as set forth in Article 8 of the Agreement or Design-Builder elects to terminate this Agreement in accordance with Section 11.3 of the General Conditions, it is understood that the use of the Work Product is at Owner’s sole risk without liability to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any type.

### **Article 5 Contract Time**

**5.1** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. Design-Builder understands that the time(s) for completion(s) set forth in these documents are essential to the Owner and a material consideration to this Agreement.

**5.2** The Work and Contract Time shall commence (hereinafter referred to as the Date of Commencement) within five (5) days of Design-Builder’s receipt of Owner’s Notice to Proceed unless the parties mutually agree otherwise in writing.

**5.3 Substantial Completion.**



**5.3.1** Substantial Completion of the Work (the Substantial Completion Date) shall be achieved no later than \_\_\_\_\_ (\_\_\_\_) calendar days after receipt of the NTP, or by date certain \_\_\_\_\_, subject to adjustments in accordance with the Contract Documents.

[INSTRUCTION TO DRAFTER – CHOOSE # OF CALENDAR DAYS OR DATE CERTAIN, BUT NOT BOTH].

**5.3.2** Interim milestones and/or Substantial Completion of identified portions or phases of the Work shall be achieved as follows, subject to adjustments in accordance with the Contract Documents: \_\_\_\_\_

[INSTRUCTION TO DRAFTER – INSERT “N/A” IF NO INTERIM MILESTONES NOR PHASED SUBSTANTIAL COMPLETION DATES.]

**5.4 Final Completion.**

**5.4.1** Final Completion of the Work or portion or phase thereof shall be achieved within \_\_\_\_\_ (\_\_\_\_) calendar days after the date established for Substantial Completion of the Work, or by date certain \_\_\_\_\_, unless otherwise mutually agreed by amendment or change order.

[INSTRUCTION TO DRAFTER – CHOOSE # OF CALENDAR DAYS OR DATE CERTAIN, BUT NOT BOTH].

**5.4.2** Interim milestones and/or Final Completion of identified portions or phases of the Work shall be achieved as follows, subject to adjustments in accordance with the Contract Documents: \_\_\_\_\_

[INSTRUCTION TO DRAFTER – INSERT “N/A” IF NO PHASED FINAL COMPLETION DATES.]

**5.5 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Date provided in Section 5.3.1 as adjusted in accordance with the Contract Documents (the “Scheduled Substantial Completion Date”), Owner will suffer damages which are difficult to specify accurately and ascertain. Design-Builder agrees that if Substantial Completion for the entire Work or any portion thereof is not attained by the scheduled Substantial Completion Date, Design-Builder shall pay Owner \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day as liquidated damages, and not as a penalty, for each calendar day that Substantial Completion extends beyond the Designated Date. In addition, if Final Completion is not attained within the time period defined by Section 5.4, Design-Builder shall pay Owner \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day that the Owner does not have beneficial use of as liquidated damages, and not as a penalty for each calendar day that Final Completion extends beyond the Designated Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or

consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Final Completion on the established dates.

[INSTRUCTION TO DRAFTER – UTILIZE LIQUIDATED DAMAGES WORKSHEET FOR LD AMOUNTS. IF LIQUIDATED DAMAGES WILL BE DETERMINED AT TIME OF GMP, INSERT “TBD” FOR AMOUNTS WHEN ISSUING CONTRACT.]

Notwithstanding anything stated herein, the above-stated liquidated damages shall in no way limit Owner’s other rights (e.g. “recovery measures” or termination) or limit Owner’s entitlement to damages for any breach other than for delay for which Contractor may be responsible pursuant to the terms of this Agreement or applicable law. If for any reason liquidated damages as set forth in this section are unenforceable, Owner shall be entitled to recover its actual damages sustained as a result of any delay in the completion of this Project.

## **Article 6      Guaranteed Maximum-Price**

**6.1**      Owner shall pay Design-Builder for the Part 2 Agreement Services and Construction in accordance with the Contract Documents and Exhibit C the Guaranteed Maximum Price of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), subject to adjustments made in accordance with the Contract Documents. Included in the GMP is the Design-Builder’s Fee of \_\_\_\_\_ dollars (\$ \_\_\_\_\_). Unless otherwise provided in the Contract Documents, Design-Builder’s Guaranteed Maximum Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2**      If the Guaranteed Maximum Price requires an adjustment due to changes in the Work, the cost of such changes shall be priced under Article 9.4 of the General Conditions.

**6.3**      For Owner-caused construction delays, either agreed to or awarded, Design-Builder will provide all the necessary extended Construction General Conditions for a daily sum as provided for in Sections 8.1.3 and 9.4 of the “Exhibit A – Design-Builder General Conditions”. The specific amount of extended Construction General Conditions will be determined by the Owner on a case-by-case basis prior to issuance of a change order and must be determined to be fair and reasonable to the satisfaction of the Owner and the Design-Builder.

## **Article 7      Procedure for Payment**

### **7.1      Progress Payments.**

**7.1.1**      Design-Builder shall submit to Owner on the last business day of each month beginning with the first month after the Date of Commencement, Design-Builder’s Application for Payment in accordance with Article 6 of the General Conditions for construction related work and per Article 7.1.1 of the Part 1 Agreement for design related work.

**7.1.2** Owner shall make payment on Design-Builder's properly submitted and accurate Application for Payment within fourteen (14) days after Owner's receipt and approval of each monthly Application for Payment in accordance with the Contract Documents, but in each case less the total of payments previously made, and less amounts properly withheld under the Contract Documents. Failure to submit a proper or accurate invoice will put on hold the running of the time for payment of the invoice.

**7.2 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest as provided by law.

**7.3 Record Keeping and Finance Controls.** With respect to all Work performed by Design-Builder, its Subcontractors and Consultants under this Agreement, Design-Builder, its Subcontractors and Consultants, shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems approved by the Owner during performance of the Work and for five (5) years after Final Payment, the Design-Builder shall retain and shall also require all Subcontractors and Consultants to retain for review and/or audit by the Owner all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matter related to the Work. Upon request by the Owner, a legible copy or the original of any or all such records shall be produced by the Design-Builder at any time during or after the Work as the Owner may request. The Design-Builder shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant's progress payment checks. The requirements of this Section shall be provided for in all contracts between the Design-Builder and its Subcontractors and Consultants.

## **Article 8 Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate the Agreement. In such event, Owner shall pay Design-Builder for all Work executed and for, cost or expense necessarily incurred in connection with the Work, and reasonable costs expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants.

## **Article 9 Representatives of the Parties**

### **9.1 Owner's Representatives.**

**9.1.1** Owner designates **Ralph Banks, Director, Engineering, Design & Construction Planning, Design & Construction, University of Arizona, 220 W. Sixth Street, Tucson, Arizona**, as the "Owner's Senior Representative", which individual has the authority and

responsibility for avoiding and resolving disputes under Section 10.2.2 of the General Conditions.

**9.1.2** Owner-designates **name and official University title, design phase Project Manager and name and official University title, construction phase Project Manager, Planning, Design & Construction, University of Arizona, 220 W. Sixth Street, Tucson, Arizona** as its “Project Representatives”, which have the authority and responsibility set forth in the Contract Documents.

## **9.2 Design-Builder’s Representatives.**

**9.2.1** Design-Builder designates **individual’s name and title, firm name and complete address** as Design-Builder’s “Senior Representative”, which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.2 of the General Conditions.

**9.2.2** Design-Builder designates **individual’s name and title, firm name and complete address** as Design-Builder’s “Representative” which individual has the authority and responsibility set forth in the Contract Documents.

**9.2.3** Design-Builder designates **individual’s name and title, firm name and complete address** as Design-Builder’s “Construction Superintendent”, which individual has the authority responsibility set forth in the Contract Documents.

**9.2.4** Design-Builder’s Representatives and Construction Superintendent as approved by the Owner, shall not be replaced without the Owner’s prior written approval.

## **Article 10 Bonds and Insurance**

**10.1 Insurance.** Design-Builder shall procure in accordance with the Contract Documents the insurance coverages as defined in the General Conditions. Satisfactory insurance certificates shall be submitted to Owner prior to Owner’s issuance of a Notice to Proceed.

**10.2 Bonds.** Design-Builder shall provide Performance and Payment Bonds for One Hundred (100%) percent of the Guaranteed Maximum Price stated herein, underwritten by a Surety licensed in the State of Arizona and acceptable to the Owner, utilizing the forms established in General Conditions “Attachment 3”. Bonds shall be submitted to Owner prior to Owner’s issuance of a Notice to Proceed with any construction work.

## **Article 11 Other Provisions**

**11.1** Other provisions, if any, are as follows: Consultants and Subcontractors submitted initially and approved by the Owner, shall not be replaced without the Owner’s prior written

approval. Any additional costs due to an approved change shall not be the Owner's responsibility and will not increase the Guaranteed Maximum Price.

Design-Builder represents that it has the necessary financial resources to fulfill its obligations under the Contract Documents, and has the necessary corporate approvals to execute the Agreement, and perform the Work described herein.

**DESIGN-BUILDER:**  
Design-Builder Company Name  
By Its Authorized Representative

**OWNER:**  
Arizona Board of Regents  
For and On Behalf of  
The University of Arizona

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

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

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

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**EXHIBIT C**  
**University of Arizona - Cost of the Work - Schedule of Values**  
**SAMPLE FORMAT**

**Design-Builder to provide a project-specific Cost of the Work - Schedule of Values**  
**with each Part 2 Agreement**  
dated **month - date - year**

(Twelve (12) pages - Template)  
(**tbd** pages - final document to be included with Part 2 Agreement)

[INSTRUCTION TO DRAFTER – ATTACH BLANK TEMPLATE EXHIBIT C HERE. DO  
NOT INSERT ANY INFORMATION IN THE TEMPLATE DOCUMENT AT TIME OF PART  
1 AGREEMENT.]

THE ACTUAL DOCUMENT WILL BE INCLUDED WITH PART 2 AGREEMENT AT TIME  
OF GMP.]

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PROJECT NAME: **PROJECT NAME**  
 UA PROJECT NO.: **PROJECT NUMBER**  
 DATE: **DATE**

**COST OF THE WORK - SCHEDULE OF VALUES**

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>DIRECT CONSTRUCTION COST</b>				
01 00 00	GENERAL REQUIREMENTS & GENERAL CONDITIONS	\$ -	\$ -	\$ -
02 00 00	EXISTING CONDITIONS	\$ -	\$ -	\$ -
03 00 00	CONCRETE	\$ -	\$ -	\$ -
04 00 00	MASONRY	\$ -	\$ -	\$ -
05 00 00	METALS	\$ -	\$ -	\$ -
06 00 00	WOODS, PLASTICS, AND COMPOSITES	\$ -	\$ -	\$ -
07 00 00	THERMAL AND MOISTURE PROTECTION	\$ -	\$ -	\$ -
08 00 00	OPENINGS	\$ -	\$ -	\$ -
09 00 00	FINISHES	\$ -	\$ -	\$ -
10 00 00	SPECIALTIES	\$ -	\$ -	\$ -
11 00 00	EQUIPMENT	\$ -	\$ -	\$ -
12 00 00	FURNISHINGS	\$ -	\$ -	\$ -
13 00 00	SPECIAL CONSTRUCTION	\$ -	\$ -	\$ -
14 00 00	CONVEYING EQUIPMENT	\$ -	\$ -	\$ -
21 00 00	FIRE SUPPRESSION	\$ -	\$ -	\$ -
22 00 00	PLUMBING	\$ -	\$ -	\$ -
23 00 00	HEATING, VENTILATION AND AIR-CONDITIONING (HVAC)	\$ -	\$ -	\$ -
26 00 00	ELECTRICAL	\$ -	\$ -	\$ -
27 00 00	COMMUNICATIONS	\$ -	\$ -	\$ -
28 00 00	ELECTRONIC SAFETY AND SECURITY	\$ -	\$ -	\$ -
31 00 00	EARTHWORK	\$ -	\$ -	\$ -
32 00 00	EXTERIOR IMPROVEMENTS	\$ -	\$ -	\$ -
33 00 00	UTILITIES	\$ -	\$ -	\$ -
	ALLOWANCES	\$ -	\$ -	\$ -
	CONTINGENCIES	\$ -	\$ -	\$ -
<b>SUBTOTAL DIRECT CONSTRUCTION COST (DCC)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FEES</b>				
<b>FEE</b>	<b>___% of DCC</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>SUBTOTAL FEES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>INDIRECT CONSTRUCTION COST</b>				
<b>BONDS</b>	<b>Actual Cost Maximum, Not-To-Exceed ___% of DCC</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BUILDER'S RISK</b>	<b>Actual Cost Maximum, Not-To-Exceed ___% of DCC</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GENERAL LIABILITY</b>	<b>Actual Cost Maximum, Not-To-Exceed ___% of DCC</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TAXES</b>	<b>___% of( DCC + Fees + Bonds + Insurances)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>SUBTOTAL INDIRECT CONSTRUCTION COST (ICC)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GMP = DCC+FEES+ICC</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

PROJECT NAME: **PROJECT NAME**  
 PROJECT NO.: **PROJECT NUMBER**  
 DATE: **DATE**

**COST OF THE WORK - SCHEDULE OF VALUES**

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>DIRECT CONSTRUCTION COST</b>				
<b>01 00 00</b>	<b>GENERAL REQUIREMENTS &amp; GENERAL CONDITIONS</b>			
01 31 00	Supervisory Personal Expenses			
	- Project Manager			
	- Project Engineer			
	- Project Coordinator			
	- Project Superintendent			
	- Travel Expenses			
	- Subsistence			
01 51 00	Temporary Utilities			
	- Construction Water			
	- Drinking Water			
	- Temporary Toilet			
01 52 00	Construction Facilities (Jobsite Trailer)			
	- Jobsite Trailer			
	- Office Supplies			
	- Jobsite Photos			
	- Postage/ Courier/ UPS/ FedEx			
	- Office Supplies			
	- Telephone/ Computers			
01 52 00	Temporary Construction			
	- Temporary Construction Access			
	- Temporary Parking			
01 54 00	Construction Aids (Crane & Hoisting & Equipment)			
	- Pick-up Trucks			
	- Fuel			
	- Crane			
	- Forklift, Extended Reach			
	- Stairs & Ladders			
	- Scaffolding			
	- Scissor Lift			
01 56 00	Temporary Barriers and Enclosures			
	- Site Fence			
	- Barricades			
	- Traffic Control			
	- Winter Protection			
01 57 00	Temporary Controls (SWPPP)			
	- SWPPP			
01 74 00	Cleaning and Waste Management			
	- Dumpsters			
	- Construction Daily Cleaning			
	- Final Cleaning			
<b>DIV 1</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>02 00 00</b>	<b>EXISTING CONDITIONS</b>			
02 40 00	Demolition			
02 50 00	Site Remediation			
02 60 00	Contaminated Site Material Removal			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
02 70 00	Water Remediation			
02 80 00	Facility Remediation			
<b>DIV 2</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>03 00 00</b>	<b>CONCRETE</b>			
03 00 00	Slab-on-Grade			
03 30 00	Cast-in-Place Concrete (Structural)			
03 33 00	Cast-in-Place Concrete (Architectural)			
03 41 00	Precast Structural Concrete			
03 45 00	Precast Architectural Concrete			
03 47 13	Tilt-Up concrete			
03 49 00	Glass-Fiber-Reinforced Concrete			
03 53 00	Concrete Topping			
<b>DIV 3</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>04 00 00</b>	<b>MASONRY</b>			
04 21 13	Brick Masonry			
04 22 00	Concrete Unit Masonry			
04 23 00	Glass Unit			
04 42 00	Exterior Stone Cladding			
<b>DIV 4</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>05 00 00</b>	<b>METALS</b>			
05 10 00	Structural Metal Framing			
05 20 00	Metal Joists			
05 30 00	Metal Decking			
05 40 00	Cold-Formed Metal Framing			
05 50 00	Metal Fabrication (Stairs, railing, grating)			
05 70 00	Decorative Metals			
<b>DIV 5</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>06 00 00</b>	<b>WOODS, PLASTICS, AND COMPOSITES</b>			
06 10 00	Rough Carpentry			
06 20 00	Finish Carpentry			
06 40 00	Architectural Woodwork			
<b>DIV 6</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>07 00 00</b>	<b>THERMAL AND MOISTURE PROTECTION</b>			
<b>07 10 00</b>	<b>CAULKING AND WATERPROOFING</b>			
07 11 00	Dampproofing			
07 12 00	Built-up Bituminous Waterproofing			
07 13 00	Sheet Waterproofing			
07 14 00	Fluid -Applied Waterproofing			
07 18 00	Traffic Coatings			
07 19 00	Water Repellents			
<b>07 20 00</b>	<b>THERMAL PROTECTION</b>			
07 21 00	Thermal Insulation			
07 22 00	Roof and Deck Insulation			
07 24 00	Exterior Insulation and Finish Systems (EIFS)			
07 26 00	Vapor Retarders			
07 27 00	Air Barriers			
<b>07 30 00</b>	<b>STEEP SLOPE ROOFING</b>			
07 31 00	Shingles			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>07 40 00</b>	<b>ROOFING AND SIDING PANELS</b>			
07 41 00	Roof panels			
07 42 00	Wall panels			
07 44 00	Faced panels			
07 46 00	Siding			
<b>07 50 00</b>	<b>MEMBRANE ROOFING</b>			
07 51 00	Built-up Bituminous Roofing			
07 52 00	Modified Bituminous Roofing			
07 54 00	Thermoplastic Membrane Roofing			
<b>07 60 00</b>	<b>FLASHING AND SHEET METAL</b>			
07 61 13	Standing Seam Sheet Metal roofing			
07 62 00	Sheet Metal Flashing and Trim			
07 63 00	Sheet Metal Roofing Specialties			
<b>07 70 00</b>	<b>ROOF AND WALL SPECIALTIES AND ACCESSORIES</b>			
07 71 00	Roof Specialties			
07 72 00	Roof Accessories			
07 76 00	Roof Pavers			
<b>07 80 00</b>	<b>FIRE AND SMOKE PROTECTION</b>			
07 81 00	Applied fireproofing			
07 82 00	Board fireproofing			
07 84 00	Firestopping			
07 86 00	Smoke Seals			
07 87 00	Smoke Containment Barriers			
<b>07 90 00</b>	<b>JOINT PROTECTION</b>			
07 92 00	Joint Sealants			
07 95 00	Expansion Control			
<b>DIV 7</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>08 00 00</b>	<b>OPENINGS</b>			
<b>08 10 00</b>	<b>DOORS &amp; FRAMES</b>			
08 11 00	Hollow Metal Doors & Frames			
08 14 00	Wood Doors			
<b>08 30 00</b>	<b>SPECIALTY DOORS</b>			
08 31 00	Access Doors & Panels			
08 32 00	Sliding Glass Doors			
08 33 00	Coiling Doors & Grilles			
08 34 00	Special Function Doors			
08 35 00	Folding Doors & Grilles			
08 36 00	Panel Doors			
08 38 00	Traffic Doors			
08 39 00	Pressure-Resistant Doors			
<b>08 40 00</b>	<b>ENTRANCES, STOREFRONTS, AND CURTAIN WALLS</b>			
08 41 00	Entrances and Storefronts			
08 42 29	Automatic Entrances			
08 42 33	Revolving Door Entrances			
08 43 00	Storefronts			
08 44 00	Curtain Wall			
<b>08 50 00</b>	<b>WINDOWS</b>			
08 51 00	Metal Windows			
08 52 00	Wood Windows			
08 55 00	Pressure-Resistant Windows			
08 56 00	Special Function Windows			
08 60 00	ROOF WINDOWS AND SKYLIGHTS			
<b>08 70 00</b>	<b>HARDWARE</b>			
08 71 00	Door Hardware			
08 74 00	Access Control Hardware			
<b>08 80 00</b>	<b>GLAZING</b>			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
08 81 00	Glass Glazing			
08 83 00	Mirrors			
08 87 00	Glazing Surface Films			
08 88 00	Special Function Glazing			
<b>08 90 00</b>	<b>LOUVERS AND VENTS</b>			
<b>DIV 8</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>09 00 00</b>	<b>FINISHES</b>			
<b>09 20 00</b>	<b>PLASTER AND GYPSUM BOARD</b>			
<b>09 30 00</b>	<b>TILING</b>			
<b>09 50 00</b>	<b>CEILINGS</b>			
09 51 00	Acoustical Ceilings			
09 54 00	Specialty Ceilings			
09 56 00	Textured Ceilings			
<b>09 60 00</b>	<b>FLOORING</b>			
09 61 00	Flooring Treatment			
09 62 00	Specialty Flooring			
09 63 00	Masonry Flooring			
09 64 00	Wood Flooring			
09 65 00	Resilient Flooring			
09 66 00	Terrazzo flooring			
09 67 00	Fluid-Applied Flooring			
09 68 00	Carpeting			
09 69 00	Access Flooring			
<b>09 70 00</b>	<b>WALL FINISHES</b>			
09 72 00	Wall Coverings			
09 74 00	Flexible Wood Sheets			
09 75 00	Stone Facing			
09 77 00	Special Wall Surfacing			
<b>09 80 00</b>	<b>ACOUSTICAL TREATMENT</b>			
09 81 00	Acoustical Insulation			
09 83 00	Acoustical Finishes			
09 84 00	Acoustical Room Components (wall panels)			
<b>09 90 00</b>	<b>PAINTING AND COATING</b>			
09 91 00	Painting			
09 93 00	Staining and transparent finishing			
09 94 00	Decorative Finishes			
09 96 00	High-performance Coatings			
09 97 00	Special Coatings			
<b>DIV 9</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>10 00 00</b>	<b>SPECIALTIES</b>			
<b>10 10 00</b>	<b>INFORMATION SPECIALTIES</b>			
10 11 00	Visual Display Surfaces			
10 12 00	Display Cases			
10 13 00	Directories			
10 14 00	Signage			
<b>10 20 00</b>	<b>INTERIOR SPECIALTIES</b>			
10 21 13	Toilet Compartments			
10 22 13	Wire Mesh Partitions			
10 22 19	Demountable Partitions			
10 22 26	Operable Partitions			
10 26 13	Corner Guards			
10 26 16	Bumper Guards			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
10 26 23	Protective Wall Covering			
10 28 00	Toilet, Bath and Laundry Accessories			
<b>10 30 00</b>	<b>FIREPLACES AND STOVES</b>			
<b>10 40 00</b>	<b>SAFETY SPECIALTIES</b>			
10 43 00	Emergency Aid Specialties			
10 44 00	Fire Protection Specialties			
<b>10 50 00</b>	<b>STORAGE SPECIALTIES</b>			
10 51 00	Lockers			
10 55 00	Postal Specialties			
10 56 00	Storage Specialties			
<b>10 70 00</b>	<b>EXTERIOR SPECIALTIES</b>			
10 71 13	Exterior Sun Control Devices			
10 73 00	Protective Covers			
10 75 00	Flagpoles			
<b>10 80 00</b>	<b>OTHER SPECIALTIES</b>			
10 81 00	Pest Control Devices			
10 82 00	Grilles and Screens			
10 83 00	Flags and Banners			
<b>DIV 10</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>11 00 00</b>	<b>EQUIPMENT</b>			
11 12 00	Parking Control Equipment			
11 13 00	Loading Dock Equipment			
11 14 00	Pedestrian Control Equipment			
11 22 00	Refrigerated Display Equipment			
11 23 00	Commercial Laundry and Dry Cleaning Equipment			
11 24 23	Window Washing Systems			
11 26 00	Unit Kitchens			
11 40 00	Food Service Equipment			
11 52 00	Audio-Visual Equipemnt			
11 53 00	Laboratory Equipment			
11 60 00	Entertainment Equipment			
11 65 00	Athletic and Recreational Equipment			
11 70 00	Healthcare Equipment			
11 80 00	Collection and Disposal Equipment			
<b>DIV 11</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>12 00 00</b>	<b>FURNISHINGS</b>			
12 20 00	Window Treatment			
12 30 00	Casework			
12 44 16	Shower Curtains			
12 46 00	Furnishing Accessories			
12 48 16	Entrance Floor Grilles			
12 50 00	Furniture			
12 61 00	Fixed Audience Seating			
12 63 00	Stadium and Arena Seating			
12 93 00	Site Furnishing			
<b>DIV 12</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>13 00 00</b>	<b>SPECIAL CONSTRUCTION</b>			
13 00 00	List as applicable			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>DIV 13</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
<b>14 00 00</b>	<b>CONVEYING EQUIPMENT</b>			
14 21 00	Electric Traction Elevators			
14 24 00	Hydraulic Elevators			
14 27 00	Custom Elevator Cabs			
14 30 00	Escalators and Moving Walks			
14 40 00	Lifts			
14 80 00	Scaffolding			
<b>DIV 14</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
<b>21 00 00</b>	<b>FIRE SUPPRESSION</b>			
<b>21 10 00</b>	<b>WATER-BASED FIRE-SUPPRESSION SYSTEMS</b>			
21 11 16	Facility Fire Hydrants			
21 11 19	Fire Department Connections (FDC)			
21 12 00	Fire-Suppression Standpipes			
21 13 13	Wet-pipe Sprinkler Systems			
21 13 16	Dry-pipe Sprinkler Systems			
21 13 19	Preaction Sprinkler Systems			
21 13 23	Combined dry-pipe and Pre-Action Sprinkler System			
21 13 26	Deluge Fire-Suppression Systems			
<b>21 20 00</b>	<b>FIRE EXTINGUISHING SYSTEMS</b>			
21 21 00	Carbon-Dioxide Fire-Extinguishing Systems			
21 22 00	Clean-Agent Fire-Extinguishing Systems			
21 23 00	Wet-Chemical Fire-Extinguishing Systems			
21 24 00	Dry-Chemical Fire-Extinguishing Systems			
<b>DIV 21</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
<b>22 00 00</b>	<b>PLUMBING</b>			
<b>22 10 00</b>	<b>PLUMBING PIPING AND PUMPS</b>			
22 11 00	Facility Water Distribution			
22 13 00	Facility Sanitary Sewage			
22 14 00	Facility Storm Drainage			
22 15 00	General Service Compressed-Air Systems			
<b>22 30 00</b>	<b>PLUMBING EQUIPMENT</b>			
22 31 00	Domestic Water Softeners			
22 32 00	Domestic Water Filtration Equipment			
22 33 00	Electric Domestic Water Heaters			
22 34 00	Fuel-Fired Domestic Water Heaters			
22 35 00	Domestic Water Heater Exchangers			
<b>22 40 00</b>	<b>PLUMBING FIXTURES</b>			
22 42 00	Commercial Plumbing Fixtures			
22 45 00	Emergency Plumbing Fixtures			
22 47 00	Drinking Fountains and Water Coolers			
<b>22 60 00</b>	<b>GAS AND VACCUUM SYSTEMS FOR LABS &amp; HEALTHCARE</b>			
22 61 00	Compressed-Air Systems			
22 62 00	Vacuum Systems			
22 63 00	Gas Systems			
22 66 00	Chemical-Waste Systems			
22 67 00	Processed Water Systems			
<b>DIV 22</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
<b>23 00 00</b>	<b>HEATING, VENTILATION AND AIR-CONDITIONING (HVAC)</b>			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>23 05 00</b>	<b>COMMON WORK RESULTS FOR HVAC</b>			
23 05 19	Meters and Gages for HVAC Piping			
23 05 53	Identification for HVAC Piping and Equipment			
23 05 93	Test, Adjusting and Balancing of HVAC			
<b>23 07 00</b>	<b>HVAC INSULATION</b>			
<b>23 08 00</b>	<b>COMMISSIONING OF HVAC</b>			
<b>23 09 00</b>	<b>INSTRUMENTATION AND CONTROLS FOR HVAC</b>			
23 09 13	Instrumentation and Control Devices for HVAC			
23 09 23	Direct Digital Control System for HVAC			
23 09 43	Pneumatic Control System for HVAC			
23 09 93	Sequence of Operations for HVAC Controls			
<b>23 20 00</b>	<b>HVAC PIPING AND PUMPS</b>			
23 21 00	Hydronic Piping and Pumps			
23 22 00	Steam and condensate Piping and Pumps			
23 23 00	Refrigerant Piping			
23 25 00	HVAC Water Treatment			
<b>23 30 00</b>	<b>HVAC AIR DISTRIBUTION</b>			
23 31 00	HVAC Ducts and Casings			
23 32 00	Air Plenums and Chases			
23 33 00	Air Duct Accessories			
23 34 00	HVAC Fans			
23 35 00	Special Exhaust Systems			
23 36 00	Air Terminal Units			
23 37 00	Air Outlets and Inlets			
23 38 00	Ventilation Hoods			
<b>23 50 00</b>	<b>CENTRAL HEATING EQUIPMENT</b>			
23 54 00	Furnaces			
23 55 00	Fuel-Fired Heaters			
23 56 00	Solar Energy Heating Equipment			
23 57 00	Heat Exchangers for HVAC			
<b>23 60 00</b>	<b>CENTRAL COOLING EQUIPMENT</b>			
23 61 00	Refrigerant Compressors			
23 62 00	Packaged Compressor and condenser Units			
<b>23 70 00</b>	<b>CENTRAL HVAC EQUIPMENT</b>			
23 72 00	Air-to-Air Energy Recovery Equipment			
23 73 00	Indoor Central Station AHU			
23 74 00	Packaged Outdoor HVAC Equipment (MAU)			
23 75 00	Custom-Packaged Outdoor HVAC Equipment (MAU)			
23 76 00	Evaporative Air-Cooling Equipment			
<b>23 80 00</b>	<b>DECENTRALIZED HVAC EQUIPMENT</b>			
23 81 00	Decentralized Unitary HVAC Equipment			
23 82 00	Convection Heating and Cooling Units			
23 83 00	Radiant Heating Systems			
23 84 00	Humidity Control Equipment			
<b>DIV 23</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>26 00 00</b>	<b>ELECTRICAL</b>			
<b>26 05 00</b>	<b>COMMON WORK RESULTS FOR ELECTRICAL</b>			
26 05 26	Grounding and Bonding for Electrical Systems			
26 05 36	Cable Trays for Electrical Systems			
26 05 53	Identification for Electrical Systems			
26 05 73	Overcurrent Protective Device Coordination Study			
<b>26 08 00</b>	<b>COMMISSIONING OF ELECTRICAL SYSTEMS</b>			
<b>26 09 00</b>	<b>INSTRUMENTATION AND CONTROL FOR ELECTRICAL</b>			
26 09 13	Electrical Power Monitoring and Control			
26 09 33	Central Dimming Controls			
<b>26 10 00</b>	<b>MEDIUM VOLTAGE ELECTRICAL DISTRIBUTION</b>			
26 12 00	Medium-Voltage Transformers			
26 13 00	Medium-Voltage Tswitchgear			



SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
26 18 00	Medium-Voltage Circuit Protection Devices			
<b>26 20 00</b>	<b>LOW-VOLTAGE ELECTRICAL TRANSMISSION</b>			
26 22 00	Low-Voltage Transformers			
26 23 00	Low-voltage Switchgear			
26 24 00	Switchboards and Panelboards			
26 25 00	Enclosed Bus Assemblies			
26 26 00	Power Distribution Units			
26 27 00	Low-Voltage Edistribution Equipment			
26 27 13	Electrical Metering			
26 28 00	Low-Voltage Circuit Protective Devices			
26 29 00	Low-Voltage Controllers			
26 29 23	Variable-Frequency Motor Controllers			
<b>26 30 00</b>	<b>FACILITY ELECTRICAL POWER GENERATING AND STORING EQUIPMENT</b>			
26 31 00	Photovoltaic Collectors			
26 32 00	Packaged Generator Assemblies			
26 33 00	Battery Equipment			
26 35 00	Power Filters and Conditioners			
26 36 00	Transfer Switches			
<b>26 40 00</b>	<b>ELECTRICAL AND CATHODIC PROTECTION</b>			
26 41 00	Facility Lightning Protection			
26 42 00	Cathodic Protection			
26 43 00	Transient Voltage Suppression			
<b>26 50 00</b>	<b>LIGHTING</b>			
26 51 00	Interior Lighting			
26 52 00	Emergency Lighting			
26 53 00	Exit Signs			
26 55 00	Special Purpose Lighting			
26 56 00	Exterior Lighting			
<b>DIV 26</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>27 00 00</b>	<b>COMMUNICATIONS</b>			
<b>27 05 00</b>	<b>COMMON WORK RESULTS FOR COMMUNICATIONS</b>			
26 05 26	Grounding and Bonding for Communications Systems			
26 05 28	Pathways for Communication Systems			
26 05 53	Identification for Communication Systems			
<b>27 08 00</b>	<b>COMMISSIONING OF COMMUNICATIONS</b>			
<b>27 10 00</b>	<b>STRUCTURED CABLING</b>			
27 11 00	Communications Equipment Room Fittings			
27 13 00	Communications Backbone Cabling			
27 15 00	Communication Horizontal cabling			
27 16 00	Communications Connecting Cords, Devices and Adapters			
<b>27 40 00</b>	<b>AUDIO-VIDEO COMMUNICATIONS</b>			
27 41 13	Architecturally Integrated Audio-Video Equipment			
21 41 16	Integrated Audio-Video Systems and Equipment			
27 41 19	Portable Audio-Video			
27 41 23	Audio-Video Accessories			
<b>27 50 00</b>	<b>DISTRIBUTED COMMUNICATIONS AND MONITORING</b>			
27 51 13	Paging Systems			
27 51 16	Public Address and Mass Notification Systems			
27 51 19	Sound Masking Systems			
27 51 23	Intercommunications and Program Systems			
27 53 13	Clock Systems			
<b>DIV 27</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>28 00 00</b>	<b>ELECTRONIC SAFETY AND SECURITY</b>			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>28 10 00</b>	<b>ELECTRONIC ACCESS CONTROL AND INTRUSION DETECTION</b>			
28 13 00	Access Control			
28 16 00	Intrusion detection			
<b>28 20 00</b>	<b>ELECTRONIC SURVEILLANCE</b>			
28 23 00	Video Surveillance			
28 26 00	Electronic Personal Protection Systems			
<b>28 30 00</b>	<b>FIRE DETECTION AND ALARM</b>			
<b>DIV 28</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>31 00 00</b>	<b>EARTHWORK</b>			
<b>31 10 00</b>	<b>SITE CLEARING</b>			
<b>31 20 00</b>	<b>EARTH MOVING</b>			
31 22 00	Grading			
31 23 00	Excavation and Fill			
31 24 00	Embankments			
31 25 00	Erosion and Sedimentation Controls (SWPPP)			
<b>31 30 00</b>	<b>EARTHWORK METHOD</b>			
31 31 16	Termite Control			
31 31 19	Vegetation Control			
31 32 00	Soil Stabilization			
31 33 00	Rock Stabilization			
31 34 00	Soil Reinforcement			
31 35 00	Slope Protection			
31 36 00	Gabions			
31 37 00	RipRap			
<b>31 40 00</b>	<b>SHORING AND UNDERPINNING</b>			
<b>31 50 00</b>	<b>EXCAVATION SUPPORT AND PROTECTION</b>			
<b>31 60 00</b>	<b>SPECIAL FOUNDATIONS AND LOAD BEARING ELEMENTS</b>			
31 62 00	Driven Piles			
31 63 00	Bored Piles			
31 64 00	Caissons			
31 66 00	Special Foundations			
31 68 00	Foundation Anchors			
<b>DIV 31</b>	<b>SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>			
<b>32 10 00</b>	<b>BASES, BALLASTS AND PAVING</b>			
32 11 00	Base Courses			
32 12 16	Asphalt Paving			
32 12 36	Seal Coats			
32 13 13	Concrete Paving			
32 13 16	Decorative Concrete Paving			
32 14 00	Unit Paving			
32 15 13	Cinder Surfacing			
32 15 40	Crushed Stone Surfacing (D.G)			
32 16 00	Curbs and Gutters			
32 17 13	Parking Bumpers			
32 17 23	Pavement Markings			
32 17 26	Tactile Warning Surfacing			
32 18 13	Synthetic Grass Surfacing			
32 18 23	Athletic Surfacing			
<b>32 30 00</b>	<b>SITE IMPROVEMENTS</b>			
32 31 00	Fences and Gates			
32 32 00	Retaining Walls			
32 35 00	Screening Devices			

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>32 80 00</b>	<b>IRRIGATION</b>			
<b>32 90 00</b>	<b>PLANTING</b>			
32 91 00	Planting Preparation			
32 92 00	Turf and Grasses			
32 93 00	Plants			
32 94 00	Planting Accessories			
32 96 00	Transplanting			
<b>DIV 32</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
<b>33 00 00</b>	<b>UTILITIES</b>			
<b>33 10 00</b>	<b>WATER UTILITY</b>			
33 11 00	Water Utility Distribution Piping			
33 12 00	Water Utility Distribution Equipment			
33 13 00	Disinfecting of Water Utility Distribution			
33 16 00	Water Utility Storage Tank			
<b>33 30 00</b>	<b>SANITARY SEWERAGE UTILITIES</b>			
33 31 00	Sanitary Utility Sewerage Piping			
33 39 00	Sanitary Utility Sewerage Structure			
<b>33 40 00</b>	<b>STORM DRAINAGE UTILITIES</b>			
33 41 00	Storm utility Drainage Piping			
33 42 00	Culverts			
33 44 00	Storm Utility Water Drains			
33 45 00	Storm Utility Drainage Pumps			
33 46 00	Subdrainage			
33 47 00	Ponds and Reservoirs			
33 49 00	Storm Drainage Structures			
<b>33 50 00</b>	<b>FUEL DISTRIBUTION UTILITIES</b>			
33 51 00	Natural-Gas Distribution			
<b>33 60 00</b>	<b>HYDRONIC AND STEAM ENERGY UTILITIES</b>			
33 61 00	Hydronic Energy Distribution			
33 63 00	Steam Energy Distribution			
<b>33 70 00</b>	<b>ELECTRICAL UTILITIES</b>			
33 71 00	Electrical Utility Transmission and Distribution			
33 73 00	Utility Transformers (Dry Type)			
33 75 00	High-Voltage Switchgear and Protection Devices			
33 77 00	Medium-Voltage Switchgear and Protection Devices			
33 79 00	Site Grounding			
<b>33 80 00</b>	<b>COMMUNICATION UTILITIES</b>			
33 82 13	Copper Communications Distribution Cabling			
33 82 23	Optical Communications Distribution Cabling			
33 82 33	Coaxial Communications Distribution Cabling			
33 82 43	Grounding and Bonding for Communications Distribution			
<b>DIV 33</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
	<b>ALLOWANCES</b>			
	<i>List Allowances as applicable...</i>			
<b>ALLOWANCES</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
	<b>CONTINGENCIES</b>			
	<i>List Contingencies as applicable...</i>			
<b>CONTINGENCIES</b>	<b>SUB-TOTAL</b>	\$ -	\$ -	\$ -
<b>SUBTOTAL DIRECT CONSTRUCTION COST (DCC)</b>		\$ -	\$ -	\$ -

SECTION No.	ITEM OF WORK	GMP VALUE	BUY-OUT VALUE	LINE ITEM ADJUSTMENT
<b>FEES</b>				
FEE	___% of DCC	\$ -	\$ -	\$ -
<b>SUBTOTAL FEES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>INDIRECT CONSTRUCTION COST</b>				
BONDS	Actual Cost Maximum, Not-To-Exceed ___% of DCC	\$ -	\$ -	\$ -
BUILDER'S RISK	Actual Cost Maximum, Not-To-Exceed ___% of DCC	\$ -	\$ -	\$ -
GENERAL LIABILITY	Actual Cost Maximum, Not-To-Exceed ___% of DCC	\$ -	\$ -	\$ -
TAXES	___% of ( DCC + Fees + Bonds + Insurances)	\$ -	\$ -	\$ -
<b>SUBTOTAL INDIRECT CONSTRUCTION COST (ICC)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GMP = DCC+FEES+ICC</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**EXHIBIT D**  
**CONSTRUCTION DOCUMENTS**  
**Construction Documents necessary to define Scope of Work and Deliverables for the**  
**Construction Phase Services, including plans, designs, drawings, specifications and other**  
**required Contract Documents**  
dated **month - date - year**

(tbd pages final document - to be included with Part 2 Agreement)

[INSTRUCTION TO DRAFTER – THIS EXHIBIT COVER PAGE IS FOR REFERENCE  
ONLY AT TIME OF PART 1 AGREEMENT.

THE ACTUAL DOCUMENT WILL BE INCLUDED WITH PART 2 AGREEMENT AT TIME  
OF GMP.]

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**EXHIBIT E**  
**STATEMENT OF ALL CLARIFICATIONS AND ASSUMPTIONS**  
dated **month - date - year**

**(tbd** pages final document - to be Included with Part 2 Agreement)

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ONLY AT TIME OF PART 1 AGREEMENT.

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OF GMP.

THIS EXHIBIT SHOULD ALSO INCLUDE THE DESIGN-BUILDER’S HOURLY RATES  
AND BURDEN CALCULATIONS]

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**EXHIBIT F**  
**SCHEDULE OF MAJOR MILESTONES**  
dated **month - date - year**

(**tbd** pages final document - to be included with Part 2 Agreement

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