
**NORTHERN ARIZONA UNIVERSITY
STANDARD FORM AGREEMENT BETWEEN OWNER AND
DESIGN-BUILDER
ON THE BASIS OF A GUARANTEED MAXIMUM PRICE**

TBD Edition

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This **AGREEMENT** is made this [REDACTED] day of [REDACTED] in the year 20[REDACTED], by and between **ARIZONA BOARD OF REGENTS** for and on behalf of the Northern Arizona University (“**OWNER**”), located at 501 E. Pine Knoll Drive, Flagstaff, Arizona 86011 and [REDACTED] (“**DESIGN-BUILDER**” or “**D-B**”) located at [REDACTED], (each a “Party” or collectively the “Parties”) for services in connection with the following Project: [REDACTED] (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 In accordance with ABOR Policy 3-804, Owner intends to enter into a contract for design and construction services by a qualified design-builder as described in “Exhibit A - Design-Build General Conditions” and “Exhibit B - Design-Build Scope of Services” (hereinafter the “Scope”).

1.2 D-B shall perform all needed design, pre-construction, and construction services in the Pre-Construction and Construction Phases of the Project, and provide all material, equipment, tools, and labor necessary to satisfactorily complete all work, deliverables and services described in and reasonably inferable from the Contract Documents (collectively “Scope of Work”, “Project Work” or “the Work”). The Parties agree that this Agreement shall not be effective as a contract for Construction Phase services until such time as the Parties agree on a Guaranteed Maximum Price (GMP) in the form of a written Amendment to this Agreement specifically incorporating those contract terms.

1.3 During the Design and Pre-Construction Phase, D-B shall provide design and pre-construction services to determine the project designs, provide complete Construction Document Submittals, provide project GMPs, confirm the existing site conditions, including site surveys and geotechnical studies, and confirm project schedules, in accordance with this Agreement, “Exhibit A - Design-Build General Conditions”, and “Exhibit B - Design-Build Scope of Services”.

1.4 D-B must maintain the Project within the Owner’s Project Budget requirements, and D-B’s estimates of probable Construction Costs shall not exceed this amount. D-B shall prepare complete project construction cost estimates for all the Work required to complete the Project, with each Design Phase Submittal and with each GMP Proposal, so that the Owner and D-B have an opportunity to assess overall budget capacity prior to authorization of next design phase and partial or complete GMPs. GMP Proposal shall use the format set forth in “Exhibit F - Cost of the Work.”.

The amount within the Owner's Project Budget available for the Work may be revised only by an Owner-approved written modification of the D-B Agreement.

1.5 If the GMP proposed by D-B is acceptable to the Owner, and if the Owner desires to proceed with the Project, the Parties agree to execute an Amendment to this Agreement, in the form provided on "Exhibit E - Design-Build Agreement Form of GMP Amendment" attached hereto, to establish the GMP as described in "Exhibit F - Cost of the Work", and to incorporate herein the Construction Documents and other Contract Documents, and D-B's assumptions and clarifications as may be necessary to define the Scope of Work as described in "Exhibit G - List of Construction Documents", "Exhibit H - Statement of All Clarifications and Assumptions", and "Exhibit J - Schedule of Major Milestones" attached hereto, to be completed at time of GMP Proposal.

If the GMP is not within the Owner's Project Budget, or if the Owner desires not to proceed with the Project, the Owner reserves the right to terminate this Agreement or act as otherwise provided for in the "Exhibit A - D-B General Conditions."

1.6 Professional Registration Requirements and Standard of Care

D-B agrees that the D-B's Design Professional (including Sub-Consultants) are current registrants with the State of Arizona Board of Technical Registration (and others as required), and are fully qualified by education, technical training, and experience as professionals, to perform Professional Services and Contract Administration.

D-B agrees that in performing the Professional Services it will exercise the Standard of Care described below, and will cause its Design Professional and Sub-Consultants to exercise the same. D-B will also cause all Consultants and Sub-Consultants it employs, or contracts with, to meet this same Standard of Care.

The "Standard of Care" is the performance standard under which D-B shall provide its Professional Services, and is defined as: The skill, care and competence exercised by members of the applicable professional discipline currently practicing under similar circumstances. D-B shall perform the Professional Services as expeditiously as is consistent with the Standard of Care and the orderly and timely progress of the Project and Project Schedule.

Notwithstanding the contractual and indemnity remedies provided to Owner under the D-B Agreement, and notwithstanding any applicable law barring recovery for any economic loss caused by D-B, D-B acknowledges that a violation of the Standard of Care causing injury or damage to Owner is actionable, and D-B agrees that the Owner may pursue as a remedy, in addition to any contractual or indemnity remedy, a tort claim for professional negligence against D-B.

Although the Owner has the right to make claims in tort for professional negligence against D-B for the negligence, recklessness, or intentional wrongful conduct or errors or omissions of D-B, the D-B's Design Professional (including Sub-Consultants), D-B agrees it shall also be responsible for and shall indemnify and hold the Northern Arizona University, the

Arizona Board of Regents, and the State of Arizona, harmless from any and all losses, expenses, damages, costs, and injuries, arising from or resulting from any negligence, recklessness, or intentional wrongful conduct, or errors or omissions, in the Design Documents prepared by D-B, or D-B's Sub-Consultants, for the Owner, or in the Construction Administration during the Construction Phase.

The Owner's acceptance of the Design Documents provided by D-B, and D-B's estimates of Probable Construction Cost, shall not relieve D-B from any responsibility for errors or omissions in those regards, nor from any other obligation of D-B under the D-B Agreement or applicable laws, statutes, ordinances, building codes, rules and regulations, or operation of law.

D-B acknowledges and agrees that approval and involvement by the Owner during the Design Phase (including, without limitation, recommendations by the Owner as to the Design), in no way relieves D-B of full responsibility for the Design and the Design Documents.

All drawings and specifications shall bear the signature and professional seal for all disciplines.

D-B shall be fully responsible for all design and coordination provided under this Agreement. D-B shall provide thorough review and coordination of all disciplines, plans, drawings, and specifications, as well as Owner's Consultants (if any), and demonstrate to the Owner that this has been accomplished. This includes, but is not limited to:

- a. Civil Engineering, including Surveying and Drainage Analysis
- b. Landscape and Irrigation Design
- c. Architectural Design
- d. Acoustical Design
- e. Interior Design, including FF&E
- f. Structural Engineering
- g. Mechanical Engineering
- h. Plumbing Engineering
- i. Performance Design and Specification of the Fire Sprinkler System, including Architectural Control of Fire Sprinkler Head Locations
- j. Electrical Engineering
- k. Performance Design and Specification of the Addressable Fire Alarm System
- l. Telecommunications Systems
- m. Audio Visual Systems
- n. Owner's Proprietary Keyless Access and Security Systems
- o. Interference detection and resolution at the earliest appropriate submittal phase, and at each subsequent submittal phase
- p. Cost Estimating Services for Each Phase

D-B hereby agrees, subject to the Standard of Care, that it shall have the same legal responsibility to the Owner as the Owner has, or may have, to others arising out of, or resulting from, any errors or omissions of D-B.

1.7 Changes in Scope and/or Schedule:

- 1.7.1** The Owner at any time, by written notice to D-B, may make changes within the general scope of this D-B Agreement including, without limitation, to any one or more of the following:
1. Scope of Design, Pre-Construction, and/or Construction Phase Services, including but not limited to required drawings, designs, or specifications
 2. Schedule of Milestones
 3. Time for Completion

1.7.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the D-B Agreement, whether or not identified in the notice, the Owner may negotiate with the D-B to make equitable adjustments to D-B's Fee or Guaranteed Maximum Price, the Milestone Schedule, or the Time for Completion, or shall otherwise modify the D-B Agreement as appropriate.

For Construction Services, D-B must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written notice from the Owner. Owner may, in its sole and absolute discretion, consider and/or deny requests for equitable adjustment that are made more than thirty (30) days from receipt of the written notice, but in any event before final payment under D-B Agreement.

1.7.3 Any changes must be authorized by Owner in writing before they are performed.

Article 2 Contract Documents

2.1 The "Contract Documents" are comprised of the following. In the event of a conflict in the Contract Documents, the Contract Documents will be applied in the following order of precedence:

2.1.1 This Agreement without Exhibits or Attachments.

2.1.2 Exhibit A to this Agreement - "Design-Build General Conditions", with Attachments.

2.1.3 Exhibit B to this Agreement - "Design-Build Scope of Services".

2.1.4 Construction Documents

2.1.5 Exhibit F - Cost of the Work

Exhibit H - Statement of All Clarifications and Assumptions

Exhibit J - Schedule of Major Milestones

For the purposes of order of precedence only, these three documents will be treated as one document.

2.1.6 Exhibit G to this Agreement - "List of Construction Documents".

- 2.1.7 Exhibit C to this Agreement - “D-B Company Name’s Design and Pre-Construction Services Hourly Rates Summary” dated month day, year, as subsequently modified by addenda, amendments or change orders.
- 2.1.8 The following other documents, if any, forming part of the Agreement: N/A, TBD or list, for example, Unit Price Schedules, D-B’s Allowances, if any, and other Contract Documents.
- 2.1.9 Owner’s Request for Qualifications (RFQ) dated with all addenda, exhibits and clarifications.
- 2.1.10 The D-B’s Statement of Qualifications (SOQ) submission, as required by the RFQ, dated , as accepted and agreed to by the Owner, including any clarifications and revisions of the submission.

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, 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, shall have the meanings as defined in “Exhibit A - Design-Build 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 Design Documents, including but not limited to plans, drawings, specifications, notes, reports, renderings, final models, design concepts and images, and all other documents and items to be prepared and furnished by Design-Builder (hereinafter referred to as “Work Product”), both physical and digital, shall be the property of the Owner, including the right to use same on Owner’s other projects without additional cost to the Owner. D-B shall maintain for its file copies of those documents, drawings and/or other products required by law or the standards of professional practices.
- 4.2 In the case of reuse or modification of the Design Documents by the Owner, D-B’s name and all professional seals shall be removed, and D-B shall not be liable to the Owner or third parties in their reuse.

4.3 By execution of this D-B Agreement, D-B transfers and hereby assigns all copyright, ownership, and other intellectual property interest in the Construction Documents and the completed Project to the Owner, and further agrees to execute any separate assignment agreement necessary to implement such transfer. D-B may use on other projects any standard details and other parts of the Construction Documents not prepared exclusively for Owner.

4.4 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 For the Design and Pre-Construction Phase Services, the Work and Contract Time shall commence within five (5) days of D-B's receipt of Owner's Notice to Proceed, unless the parties mutually agree otherwise in writing. Completion of the Design Documents set forth in "Exhibit B - Scope of Services" shall be achieved no later than [REDACTED], subject to adjustments in accordance with the Contract Documents.

5.3 For the Construction Phase Services, the Work and Contract Time shall commence within five (5) days of D-B's receipt of Owner's Notice-to-Proceed (NTP), unless the Parties mutually agree otherwise in writing.

5.4 Substantial Completion.

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

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

5.4.2 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: [REDACTED]

[INSTRUCTION TO DRAFTER - INSERT "N/A" IF NO INTERIM MILESTONES NOR PHASED SUBSTANTIAL COMPLETION DATES.]

5.5 Final Completion.

5.5.1 Final Completion of the Work or portion or phase thereof shall be achieved within [redacted] () calendar days after the date established for Substantial Completion of the Work, or by date certain [redacted], unless otherwise mutually agreed by amendment or change order. [INSTRUCTION TO DRAFTER – CHOOSE # OF CALENDAR DAYS OR DATE CERTAIN, BUT NOT BOTH].

5.5.2 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:

[redacted]

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

5.6 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Date provided in Section 5.4.1 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 [redacted] dollars (\$ [redacted]) 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 5.5.1, Design-Builder shall pay Owner [redacted] dollars (\$ [redacted]) 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 AGREEMENT.]

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 Fees and Guaranteed Maximum Price

6.1 Fees

6.1.1 Include Basic Services and Additional Services (as defined in this Article 6.1) (collectively “Professional Services”). The D-B shall render the Professional Services in the

Phases as described in the Scope. The Phases are to be performed in the sequence set forth in the Scope, and D-B shall not proceed with the next Phase in the Scope without prior written authorization from the Owner.

6.1.2 Design and Pre-Construction Phase Services. Design-Builder shall be compensated for Design and Pre-Construction Services (Basic Services) in accordance with this Article 6.1.2 of the Agreement. Included are the following:

Design-Builder’s Design Services Fixed Fee in the amount [redacted] Dollars (\$ [redacted]);

Design-Builder’s Pre-Construction Services Fixed Fee in the amount of [redacted] Dollars (\$ [redacted]).

[INSTRUCTIONS TO DRAFTER:
 INDICATE BELOW WHICH PHASES OF DESIGN AND PRE-CONSTRUCTION SERVICES FEES AND REIMBURSABLE EXPENSES ARE BEING AUTHORIZED AT THIS TIME, AND WHICH WILL BE AUTHORIZED BY FUTURE AMENDMENTS. EDIT AS REQUIRED IF COMPLETE SERVICES ARE BEING AUTHORIZED AT THIS TIME.
 IF PROJECT PHASING OF THE SERVICES IS REQUIRED, INSERT FEE INFORMATION BELOW FOR EACH PHASE, OR DELETE AND RE-TITLE THE APPROPRIATE COLUMNS.
 THE CONSTRUCTION PHASE FEE IS ALWAYS A FUTURE AUTHORIZATION.]

These fees will be authorized incrementally by Amendment(s). Initial and future fees accepted by this Agreement include:

INITIAL AUTHORIZED FEES	Phase 1	Phase 2	Total
Design Services Fees			
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
Sub-Total Design Services Fees	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
Pre-Construction Services Fees			
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
phase	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
Sub-Total Pre-Construction Services Fees	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
Total Initial Services Fees	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
Initial Reimbursable Expenses	\$ ****,****,****	\$ ****,****,****	\$ ****,****,****
FUTURE FEES AUTHORIZED BY AMENDMENT	Phase 1	Phase 2	Total

Design Services Fees			
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
Construction Administration	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
Closeout / Warranty	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
Sub-Total Design Services Fees	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
Pre-Construction Services Fees			
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
phase	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
Sub-Total Pre-Construction Services Fees	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
Total Future Services Fees	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **
Future Reimbursable Expenses	\$ ****,****,**** **	\$ ****,****,**** **	\$ ****,****,**** **

6.1.3 Additional Design and Pre-Construction Phase Services:

6.1.3.1 Additional Design and Pre-Construction Phase Services (“Additional Services”) are defined as all services not described in “Exhibit B - Scope of Services” and this Agreement, but that are otherwise requested by Owner.

6.1.3.2 The following Additional Services shall be provided by D-B only when authorized by Owner, and shall be paid for by Owner in accordance with the terms of this Agreement, in addition to the DB’s compensation for Basic Services:

- (a) Providing financial feasibility or other special studies.
- (b) Providing services relative to future facilities, systems, and equipment, which are not intended to be constructed during the Construction Phase, if not expressly stated in this Agreement.
- (c) Providing interior design and all other similar services required for or in connection with the selection, procurement or installation of movable furniture, furnishings, and related equipment, if not expressly stated in this Agreement.
- (d) Providing consultation concerning replacement of any work damaged by fire, natural causes or forces majeure during the course of construction.
- (e) Retaining services of a registered engineer or to provide any special inspections or tests, as required by code or prudent practice, during the Construction Phase.

(g) Providing assistance required by the Owner in any judicial, quasi-judicial, administrative, or legislative hearings or proceedings relating to the Project.

(i) Providing other reasonable services.

(j) If the Owner and D-B agree on more extensive Design representation at the site during the Construction Phase than is described in “Exhibit B - Scope of Services”, D-B shall provide one or more full-time Design Representatives. Such full-time Design Representatives shall be selected, employed and directed by D-B, and D-B shall be compensated for such services as mutually agreed in writing between the Owner and the D-B. Any full-time Design Representatives or replacements shall be subject to prior approval by the Owner. The Owner reserves the absolute right to reject or require replacement of any Design Representatives.

(k) Providing modifications requested by Owner for scope additions or modifications.

6.1.3.3 For all Additional Services, D-B’s compensation will be computed using one or more of the following:

- (a) Mutually agreed upon adjustments to the Fixed Fee computed using the hourly rates as listed in “Exhibit C - Design and Pre-Construction Services Hourly Rates Summary”,
- (b) A negotiated Fixed Fee amount, or
- (c) Other mutually agreed upon basis.

6.1.3.4 Additional Services must be approved by Owner in writing prior to commencement of the services.

6.1.4 Hourly Rates applicable to Design and Pre-Construction Phase Services under this Agreement are contained in “Exhibit C - Design and Pre-Construction Services Hourly Rates Summary”.

6.2 Construction Phase Services and Guaranteed Maximum Price

6.2.1 Construction Phase Fee. The Construction Phase Fee, as defined in “Exhibit A - 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, subject to any cost or credit adjustments prescribed by Article 9.4 of *Exhibit A - General Conditions*.

6.2.2 Guaranteed Maximum Price. D-B shall provide a Guaranteed Maximum Price (GMP) for a complete functional project as described in “Exhibit B - Scope of Services”, and is to be

established in compliance with the “Exhibit A - General Conditions”. The GMP is comprised of the Cost of the Work, including Contingencies and Allowances (each as defined in “Exhibit A - General Conditions”), Construction General Conditions and Construction Phase Fee. 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.

6.2.3 If the GMP requires an adjustment due to changes in the Work, the cost of such changes shall be priced as described in Article 9.4 of “Exhibit A - General Conditions”.

6.2.4 For Owner-caused construction delays, either agreed to or awarded, D-B will provide all the necessary extended Construction General Conditions for a daily sum as provided for in Articles 8.1.3 and 9.4 of “Exhibit A - 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 For Design and Pre-Construction Services, 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 Design and Pre-Construction Services, in accordance with the Contract Documents.

7.1.2 Payment for Design-Builder’s Construction Services, shall be made in accordance with Article 6 of “Exhibit A - Design-Build General Conditions”. All costs, which exceed the GMP and are not authorized by change order, are to be paid by the D-B and not the Owner.

7.1.3 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 the Work, and reasonable costs and expenses attributable to such termination, including demobilization costs, and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants.

8.2 During its work under this, 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 the 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; Authority

9.1 Owner's Representatives.

9.1.1 Owner designates **XXXXXXXX, Associate Vice President, Facility Services, Northern Arizona University, 501 E. Pine Knoll Drive, Flagstaff, Arizona, 86011,** as the "Owner's Senior Representative", which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.2 of "Exhibit A - Design-Build 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, Northern Arizona University, 501 E. Pine Knoll Drive, Flagstaff, Arizona s 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 “Exhibit A - Design-Build 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 and Bonds

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.

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 “Exhibit A - Design-Build General Conditions - Attachment 1”. 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

on behalf of Northern Arizona University

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

EXHIBIT A

Design-Build General Conditions

dated August 22, 2019

(58 pages)

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

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EXHIBIT B

Design-Build Scope of Services
dated August 22, 2019

(32 pages)

[INSTRUCTION TO DRAFTER - ATTACH FINAL DESIGN-BUILD SCOPE OF SERVICES
AT TIME OF AGREEMENT.]

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EXHIBIT C

Design-Build Firm Name
Design and Pre-Construction Services Hourly Rates Summary
dated **month - day - year**

(**tbd** pages)

[INSTRUCTION TO DRAFTER - ATTACH FINAL D-B LIST OF HOURLY RATES, AT
TIME OF AGREEMENT.]

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EXHIBIT D

**Form of Pre-Construction Services Amendment
(TEMPLATE)**

(1 page)

[INSTRUCTION TO DRAFTER - ATTACH TEMPLATE FORM OF PRE-CONSTRUCTION SERVICES AMENDMENT AT TIME OF AGREEMENT.]

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EXHIBIT E

**Form of GMP Amendment
(TEMPLATE)**

(2 pages)

[INSTRUCTION TO DRAFTER - ATTACH TEMPLATE FORM OF GMP AMENDMENT
AT TIME OF AGREEMENT.]

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EXHIBIT F

**Cost of the Work
TEMPLATE**

**Design-Builder to provide a specific Cost of the Work
for each GMP Amendment
dated month - date - year**

(1 page) - (template)
(tbd pages) - (final document to be included with GMP Amendment)

[INSTRUCTION TO DRAFTER - ATTACH BLANK TEMPLATE EXHIBIT F HERE.
DO NOT INSERT ANY INFORMATION IN THE TEMPLATE DOCUMENT AT TIME OF
AGREEMENT.]

INCLUDE THE ACTUAL COST OF THE WORK DOCUMENT, INCLUDING THE D-B's
DETAILED GMP BREAKDOWN, WITH THE GMP AMENDMENT AT TIME OF GMP.]

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EXHIBIT G

LIST OF 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 GMP Amendment)

[INSTRUCTION TO DRAFTER - THIS EXHIBIT COVER PAGE IS FOR REFERENCE ONLY AT TIME OF AGREEMENT.]

THE ACTUAL DOCUMENT WILL BE INCLUDED WITH THE GMP AMENDMENT AT TIME OF GMP.]

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EXHIBIT H

STATEMENT OF ALL CLARIFICATIONS AND ASSUMPTIONS

dated **month - date - year**

(tbd pages) - (final document - to be Included with GMP Amendment)

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

THE ACTUAL DOCUMENT WILL BE INCLUDED WITH THE GMP AMENDMENT AT
TIME OF GMP.

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EXHIBIT J

SCHEDULE OF MAJOR MILESTONES

dated **month - date - year**

(tbd pages) - (final document - to be included with GMP Amendment

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

THE ACTUAL DOCUMENT WILL BE INCLUDED WITH THE GMP AMENDMENT AT
TIME OF GMP.]

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NORTHERN ARIZONA UNIVERSITY
EXHIBIT A
DESIGN-BUILD AGREEMENT GENERAL CONDITIONS

TBD Edition

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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, drawings and specifications prepared by 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 to support complete construction of the project.

Construction General Conditions shall initially be calculated based on an itemized description of costs, shared with the Owner for review during GMP negotiations, then shall be fixed as a dollar amount as mutually negotiated and agreed by the Parties in writing, subject to any cost or credit adjustments prescribed by these General Conditions Article 9.4. Construction General Conditions will be reimbursed as a category of Work within the Schedule of Values based on negotiated amounts, as agreed to by Owner.

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.

All other expenses 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 Design-Builder, and consists of those categories of costs set forth as allowable on “Exhibit F - Cost of the Work”. The *Estimated Cost of the Work* is the difference between the Guaranteed Maximum Price and the accepted fixed Construction General Conditions and Construction Phase Fee. The *Actual Cost of the Work* is the aggregate amount of actual costs chargeable to the Owner under the provisions of “Exhibit F - Cost of the Work”, up to the *Estimated Cost of the Work* plus Construction General Conditions and Construction Phase Fee.

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

1.2.5 *Design-Builder* means the Design-Builder and all persons and entities identified as members of the Design-Build Team in Design-Builder’s response to the Owner’s RFQ for this project. Except as otherwise provided herein, members of the Design-Build Team shall be treated as Design Professionals/Subconsultants, Subcontractors or Consultants, as the context may require, within the areas of their involvement in the Project.

1.2.6 A *Design Professional/Subconsultant* 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, including construction administration services by Design Professional/Subconsultant, 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 as a 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 Article 9.4.

1.2.9 *Design Submissions and/or Design Documents* are the plans, drawings, specifications, constructability reviews, cost estimates and other documents that are submitted for Owner’s approval to perform and conclude the design services required by the 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 the Construction General Conditions and the Construction Phase 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, labor 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 defined portion thereof if the Project is phased, for the purposes for which it was intended. All Work must be complete except for minor cosmetic corrections.

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 *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 work and attend all meetings. During the Construction Phase, Design-Builder's Representative or 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 a written status report detailing the progress of the Work on a monthly basis during Construction, 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 During Design and Construction phases of the Project, Design-Builder shall prepare and submit a Logic Net Critical Path Method (CPM) Schedule for the Work 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 three (3) weeks for Owner review and Government Agency reviews, and all necessary approvals of Design Submissions, in the schedule. 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. Include 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 prior to execution of the GMP(s) 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, 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 Article 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/Subconsultant Services

2.2.1 Refer to "Exhibit B - Scope of Services".

2.3 Payment to Design Professional/Subconsultants

2.3.1 D-B shall pay Design Professional within thirty (30) days of receipt of its monthly payment from the Owner, that amount properly due and payable to said Design Professional for services performed within the payment period. D-B and/or Design Professional shall make payments to its Subconsultants within thirty (30) days of receipt of payment,.

2.4 Design Submissions

2.4.1 Based on the Contract Documents, Design-Builder shall submit all required Design Submissions and Construction Documents to support the overall Project schedule, and to describe the Project's essential elements. The Design Submissions required in the Agreement will include drawings, specifications, cost estimates, and other documents, as outlined in "Exhibit B - Scope of Services". 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 significant changes or deviations from the Contract Documents, or previously submitted Design Submissions, if any. Minutes of the meeting will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall have the opportunity to review the Design Submission and, within three (3), weeks share comments with Design-Builder, for incorporation into the design, and to achieve mutual agreement on the design by Owner and Design-Builder.

2.4.2 As necessary for the timely completion of the work, Design-Builder shall submit Construction Documents describing the requirements for construction of the Work, and reflecting a design which has been mutually agreed upon by Owner and Design-Builder. The parties shall have design review meetings to discuss the Construction Documents consistent with Article 2.4.1 above. Following the design review meetings Owner shall have the opportunity to review the Construction Documents and, within three (3) weeks, share comments with Design-Builder for incorporation into the Construction Documents, and to achieve mutual agreement on

the Construction Documents by Owner and Design-Builder. 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 "Exhibit B - Scope of Services".

2.4.3 Upon approval of the GMP per Section 2.8, Design-Builder shall proceed with construction in accordance with the current CPM Schedule, based on the final Construction Documents.

2.4.4 Owner's review of Design-Builder's Design Submissions is for the purpose of mutually establishing a conformed set of Construction Documents that is compatible with the Work. Owner's review of any Design Submission or the Construction Documents shall not be deemed to transfer any design or design-related liability or responsibility from Design-Builder to Owner, nor to waive any of Owner's rights.

2.4.4 Design-Builder shall meet Owner's expectations for highly functional and well-executed facilities, long term durability, energy conservation, and architectural excellence.

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 Submissions and/or Construction Documents.

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 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 of Design-Builder representatives. Owner may participate at their discretion. 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 Pre-Construction 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 Article 2.7.3.3.

2.7.3.2 Construction Phase. Design-Builder shall review all potential Subcontractors with the Owner and obtain Owner's acceptance of the pre-qualification of any Subcontractor in accordance with the Owner's accepted Subcontractor Selection Plan. Design-Builder shall 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. If 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. Design-Builder’s selection of any Subcontractor must comply with ABOR Policy 3-804B.4 and must be based on qualifications alone, or on a combination of qualifications and price selection, but shall not be based on price alone. 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 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 Design-Builder proposes to accept a subcontract bid other than the low bid, 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 Northern Arizona University”.*
- E. *Add Paragraph 6.3.7 as follows:*

“This Article 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 Northern Arizona University,” delete “Architect and Architect’s consultants and add “the State of Arizona, the Arizona Board of Regents and Northern Arizona University,” 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 Article 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 Article, 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 Design-Builder must disclose to the Owner, prior to initiation of Construction Phase services, any portions of the Work that Design-Builder desires to self-perform, and must secure written authorization from the Owner to consider self-performance.

2.7.5.2 If the Owner authorizes Design-Builder to consider self-performance of any portion of the construction work, the following procedures will be followed. 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 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.

2.7.5.3 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 Design-Builder that the Design-Builder is selected as Subcontractor for the respective portion of the construction work.

2.7.5.4 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 Article 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 work 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 Article 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 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 Work, 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 "Exhibit B - Scope of Services", and the Contractor Closeout Deliverables described in "Exhibit B - Scope of Services".

2.8 Budgeting and Guaranteed Maximum Price

2.8.1 Design-Builder shall provide the Design and Pre-Construction Phase Services for the Design and Pre-Construction 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 General Conditions and Construction Phase Fee for Design-Builder identified in the Agreement, which together comprise the GMP as set forth in Article 2.8.2 below.

2.8.2 As provided for in Article 1.3 of the Agreement and when the design has sufficiently progressed, Design-Builder shall propose a GMP for the construction that is to be based on the Cost of the Work. Design-Builder shall attach to the GMP a list of the Design Submissions and/or Construction Documents 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 Design Submissions and/or Construction Documents 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 Article 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 Article 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, as well as additional warranties as described in the Contract Documents, 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 Article 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 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 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 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 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 Article 9.4 of these General Conditions, including allowance of additional Contract Time thereunder.

4.2 Unforeseen Project Site Conditions

4.2.1 If Design-Builder encounters, during the performance of its Work, concealed or latent physical conditions or subsurface conditions at the Project which (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature which differ materially from the conditions ordinarily encountered and generally recognized as inherent in the 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 Article 4.2.1 are determined to be unforeseen 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 unforeseen conditions. Adjustments to Guaranteed Maximum Price will be for the actual direct cost impact to address unforeseen 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 Design-Builder, after acceptance of the GMP by the Owner and prior to the start of any Construction Phase Services by 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 "1" 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 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 Design-Builder shall not commence any Work until it obtains all required insurance and bonds and furnishes satisfactory proof thereof to the Owner. 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 Article 2.10.1 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 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 Design-Builder or any Subcontractor from all insured or insurable risks or from potential insurer insolvency.

5.3.1.1 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, Northern Arizona University, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of 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, Northern Arizona University, and their officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Design-Builder”.

The policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, Northern Arizona University, 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, Northern Arizona University, 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. The insurance shall provide replacement cost coverage for all real and personal property incorporated into the Work at the Project Site, off-site, or in transit. This policy shall provide coverage for 100% of the insurable value of the Work.

Coverage shall also include any Owner furnished work, furniture and equipment and soft costs such as Owner and contractors’ services and expenses required as a result of an insured loss (excluding any Liquidated Damages), extra expenses, and expediting expenses. Owner to provide D-B scopes and value of soft costs to be included in Builder’s Risk Insurance.

The insurance obtained under this Article 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 defective workmanship or material or both.

The policy shall name the State of Arizona, Arizona Board of Regents, and Northern Arizona University 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, and Design Professional/Subconsultants, for losses covered under the Builder’s Risk policy.

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.

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 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, Northern Arizona University, and their officers, officials, and employees for losses arising from work performed by or on behalf of 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 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 Articles 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, Northern Arizona University, and their officers, officials and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by Design-Builder, even if those limits of liability are in excess of those required by this Contract.

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 Northern Arizona University, their officers, or employees, if any, shall be excess and not contributory to the insurance provided by the Design-Builder.

Coverage provided by 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 Northern Arizona University
Planning, Design, & Construction
Post Office Box 5637
Flagstaff, AZ 86011

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 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 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, Northern Arizona University, and their officers and employees.

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

5.3.14 Self-Insurance. The policies specified herein may provide coverage, which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to Owner under such policies. Design-Builder shall be solely responsible for deductible and/or self-insured retention, and Owner, at its option, may require 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 Article 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 Article 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 Design-Builder for Design-Builder's performance of this Agreement and the Work, and Design-Builder shall accept the Actual Cost of Work (as defined herein) plus the Construction General Conditions and the Construction Phase Fee as payment in full; provided, however, that the sum of the Actual Cost of Work plus the Construction General Conditions and the Construction Phase Fee shall not exceed the GMP as originally fixed or as adjusted as allowed by this Agreement.

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 the Construction General Conditions or the 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 an Amendment to the Agreement authorizing a Guaranteed Maximum Price, 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 F – Cost of the Work", 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 Subcontractors of the Design-Builder shall be finalized as and when the Subcontracts are executed. "Bidding Contingency" may be used for buyout of Subcontracts, 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 this Agreement.

6.3 Applications for Progress Payment

6.3.1 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, (b) conditional lien waivers from each Subcontractor or supplier entitled to progress payment thereunder, and (c) confirmation of updated as-built documents. 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, and b) a report by Design-Builder on Subcontractor buy-out status, contract sums, and Subcontractor pay applications.

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 percentage of work complete. 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 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 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 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 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 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. 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 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 Article, 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 Article 11.3 below.

6.10 Substantial Completion

6.10.1 When Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete, Design-Builder shall prepare and submit to the Owner a comprehensive list of Punch List items. 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 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 Design-Builder.

6.11 Final Completion and Final Payment

6.11.1 Completion of all outstanding Work items noted in the Substantial Completion “Punch List” for the entire Work or 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.

6.11.2 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:

6.11.2.1 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 by Design-Builder;

6.11.2.2 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;

6.11.2.3 Consent of Surety to Final Payment; and

6.11.2.4 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.

6.11.3 If after Substantial Completion of the Work, Final Completion is materially delayed through no fault of 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 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 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 Design-Builder or the Owner.

6.11.4 Acceptance of final payment by Design-Builder shall constitute a waiver of affirmative claims by 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.

6.12 Allowances

6.12.1 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 Design-Builder shall not be required to employ persons or entities against which 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 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.

6.13 Contingency

6.13.1 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 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, Design-Builder will thereupon credit the Construction Contingency amount back to the Construction Contingency in the next subsequent payment request. Any amounts remaining in "Bidding Contingency or Construction Contingency" at Final Completion shall be deemed Savings and will be allocated to Owner as such. Should the "Bidding Contingency or Construction Contingency" be exhausted prior to award of all the bid packages, any subsequent overruns in bid package costs shall be the Design-Builder's sole responsibility, with no additional compensation due thereon from the Owner.

6.13.2 Contingency shall not be used for Construction General Conditions unless approved in writing by the Owner.

6.13.3 Upon award of each bid package, the difference between the Design-Builder's Estimated Cost of the Work contained within the bid package, exclusive of contingency, versus the actual award cost thereof as determined by the bidding and award of the package shall be promptly calculated. If the award cost exceeds 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.

6.13.4 Design-Builder will include an explicit requirement that change orders between Design-Builder and the Subcontractors will be priced consistent with the requirement of Article 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.

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

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 Articles 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 Article 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 Northern Arizona University and their officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to 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, Northern Arizona University, 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 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 Article 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 Amendment, 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. 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 Article. The Owner's right to make changes shall not invalidate this Contract or relieve Design-Builder of any liability. Any requirement of notice to the Surety shall be the responsibility of 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, 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 “2” 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 shall not exceed reasonable and customary rates for the locale of the Work.
 - 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.
 - 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 Article 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 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 Professional 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 procurement and defending claims arising from Design-Builder's default, subject to the limitation set forth in Article 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 Owner's 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 Article 11.3.1 occur, Design-Builder shall provide Owner with written notice indicating that such condition set forth in Article 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 Article 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 Articles 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 Article 4.2 of the Standard Form Agreement.

11.4 If the Contract is terminated for any reason, Design-Builder's agreements with its Design Professional/Subconsultants, Subcontractors and Consultants 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 Article 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 Article, in the manner set forth in Article 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 Article shall apply to all Subcontractors, and the Design-Builder shall require each Subcontractor to warrant compliance with the provisions of this Article. This Article 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 Article 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 Design-Builder or Subcontractor is complying with the warranty requirements of this Article.

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. §41-1001. 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. Design-Builder in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the Owner.

12.12 Equality. Design-Builder, all Subcontractors, and Design Professional/Subconsultants shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered Design-Builder 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

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 Obligee) in the amount of _____ (Dollars) (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to construct and complete a certain work described as _____ which contract is hereby referred to and made a part 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 2

Change Order Pricing Format - 2 Pages

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	<u>Work By Subcontractor</u>	<u>Work By Design-Builder</u>
a.	Cost of Materials	\$ 2,000.00
b.	Cost of Labor	\$ 4,000.00***
c.	Rental Value of Equipment	\$ 2,000.00***
d.	Subcontracted Work (from line k)	\$ 500.00
e.	Subtotal	<u>\$ 3,828.83</u>
		\$10,328.83
f.	Construction General Conditions (Subcontractor – assume 10% of line e & Design-Builder assume 5% of line e)*	\$ 325.00
g.	Subtotal	\$ 516.44
		\$ 3,575.00
h.	Subcontractor Fee (assumes 5% of line g)	\$ 178.75
i.	Subtotal	<u>\$ 3,753.75</u>
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' Article 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)	<u>\$ 696.27</u>
q.	Total Cost of Change Order Work	\$12,300.70

* 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.

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) Note that all percentages used in the sample calculation are for illustration purposes only. Actual percentages may vary per contract requirements.

NORTHERN ARIZONA UNIVERSITY
EXHIBIT B
DESIGN-BUILD AGREEMENT SCOPE OF SERVICES

TBD Edition

[INSTRUCTIONS TO DRAFTER:
EDIT AS REQUIRED TO CONFORM WITH THE REQUIREMENTS OF THIS
PARTICULAR PROJECT]

Project Description

[INSTRUCTIONS TO DRAFTER: INSERT PROJECT DESCRIPTION AND PHASING REQUIREMENTS OF THIS PARTICULAR PROJECT.]

Facilities Program

[INSTRUCTIONS TO DRAFTER: INSERT EXISTING PROJECT PROGRAM INFORMATION OF THIS PARTICULAR PROJECT, IF ANY.]

A Facilities Program will be developed by the D-B Team as part of this scope of work. In general, the programming process by the D-B team will provide an overview of the initial facility programming process, as well as room-by-room descriptions of the spaces required, their critical features, and their desired adjacencies.

Site Description

[INSTRUCTIONS TO DRAFTER: INSERT SITE DESCRIPTION, LOCATION, BOUNDARIES, ETC. OF THIS PARTICULAR PROJECT.]

Guidance for the project will be provided by *Northern Arizona University Comprehensive Campus Plan*, adopted by the Arizona Board of Regents in June 2003 and amended in 2009. Project-specific site development guidelines will be developed by the Owner and provided to D-B for implementation.

Project Budget - Construction

[INSTRUCTIONS TO DRAFTER: INSERT PROJECT BUDGET INFORMATION OF THIS PARTICULAR PROJECT.]

The current proposed **construction** budget for this project represents the complete construction cost as expected in the form of a Guaranteed Maximum Price (GMP) from D-B, and will include a “bidding contingency” commensurate with the level of completion of the documents and with the current nature of the local market at the time the GMP is prepared. The construction budget reflects the complete construction cost including sub-trade costs, contractor’s general conditions and general requirements, bidding contingency, bonds, insurance, taxes, and construction phase fee.

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

In general, the construction budget (GMP) **includes, but is not limited to, the following categories:**

- **New Construction:** All demolition and new construction.

- **Renovation:** All demolition and renovation of the existing building(s) required to facilitate the relationship and interconnection with new construction.
- **Site Improvements:** All typical hardscape development & site furniture, landscape & irrigation, exterior lighting and site signage, loading and delivery, security and gated entries, etc.
- **Special Fixed Equipment:** Exterior building signage, infrastructure and raceways for electronic security and access controls, fixed graphics & fixed casework displays, audio/visual fixed equipment, fume hoods, food preparation and cooking equipment, environmental control rooms, cage washing equipment, etc.
- **Site Utilities Extensions:** NAU tunnel and NAU utility connections, stormwater, sanitary sewer, relocation of any and all existing utilities, etc.
- **Telecommunications Infrastructure:** Incoming services and building distribution raceways and pathways (voice, data, fiber, cable), etc. Excludes handsets and portable user devices.
- **Audio/Visual Infrastructure:** Internal distribution raceways and pathways, and termination devices.

Specifically **not** included in the construction budget are the following items:

- Owner’s budget management contingency
- Moveable Furnishings, Fixtures, and Equipment, including but not limited to furniture and room signage
- Telecommunications “Moveable” Equipment, including but not limited to activation charges, cabling, telephone instruments, control electronics, personal computers, etc.
- Audio/Visual Systems equipment and cabling
- Construction Phase Quality Assurance Testing
- Commissioning Services
- Moving Costs
- Financing Cost
- Owner’s Project Management Costs
- Plan review and inspection
- NAU Facilities Management support

Project Schedule

[INSTRUCTIONS TO DRAFTER: INSERT PROJECT SCCHEDULE INFORMATION OF THIS PARTICULAR PROJECT.]

Schedule

Begin Design Process	date
Begin Construction - Phase One	date
Substantial Completion - Phase One	date
Begin Construction - Phase Two	date
Substantial Completion - Phase Two	date

Professional Services Requirements

Investigation of Existing Conditions

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

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

D-B shall perform site visits to verify adequacy of record documents/as-built drawings for use in site demolition and design documentation.

Site Survey

D-B will provide professional surveying services to support design and construction phase activities, and to meet the requirements outlined below. Provide the survey as part of the Deliverables Packages, and as a stand-alone AutoCAD file.

- 1) Northern Arizona University'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 state plane position.
- 2) Prior to the execution of the survey, the surveyor should contact Planning, Design & Construction at Northern Arizona University for information on available control benchmarks, and other information that may be necessary regarding the campus survey control system.
- 3) 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
- 4) This shift in coordinates is done to ensure 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 NAU-related surveys beyond this area, contact PD&C for appropriate shift values.
- 5) Survey drawings should be created based on the "ground coordinate equivalent" values for these control points.
- 6) 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 NAU point number; the ground point number, X, Y, Z coordinates; and a description of the physical monument.
- 7) 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).
- 8) The “0,0” point of any plan view drawing should not be altered from that provided in the surveyor’s map.
 - 9) Wherever possible, design consultants are encouraged to maintain the drawing units provided in the surveyor’s drawing as opposed to converting into “architectural units”.

Geotechnical Report

D-B will provide professional engineering services to support design and construction phase activities, including professional recommendations regarding local conditions, accompanied by test borings or test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, and chemical, mechanical, laboratory or other tests.

Other Design and Construction Phase Testing Services

D-B will provide all other tests required by mutual agreement between the Owner and D-B.

Meetings and Communication

D-B shall be responsible for including adequate time and travel in their fee proposal to address the meeting requirements described in D-B Agreement for this project. This is an important project for University of Arizona and will require an adequate amount of meetings for D-B to gain input, and for all stakeholders to share information and maintain a clear understanding of project and the process. The D-B team will attend the meetings with the following during the design phase:

- 1) Owner’s Project Manager and User Group Representatives to determine specific requirements, to review project progress, and to engage in an exchange of ideas for the purpose of developing the project design.
- 2) Owner’s Project Manager and User Group Representatives for coordination meetings during all project phases, design through construction. Meetings will be held weekly unless waived in writing by the Owner.
- 3) Owner’s Project Manager and any Other University Representatives

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

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

<u>Meetings</u>	<u>Lead</u>	<u>Frequency</u>	<u>Issue Minutes</u>
Kickoff	Owner	Four	D-B
OAC - Design Phase	Owner	Weekly	D-B
Design Review (PADRAC)	Owner	Four	Owner
Community Review (CPAC)	Owner	Five	Owner
Presentation of Phase			
Deliverables to User Groups	D-B	As Needed	D-B
Plan Review	Owner	Minimum Four	D-B
Commissioning	Comm. Agent	As Needed	Comm. Agent
GMP-Setting	Owner	As Needed	D-B
Pre-Construction	Owner	One	D-B
OAC - Construction Phase	D-B	Weekly	D-B
Pre-Installation	D-B	As Needed	D-B
Design-Related Subject	D-B	As Needed	D-B
Closeout	Owner	One	D-B
Others as required by Owner	TBD	TBD	

Coordination with Commissioning Agent

D-B shall cooperate and coordinate with the Owner’s Commissioning Agent throughout the project design and construction phases.

Design Responsibilities

The physical design of this Project should create an appropriate identity for Northern Arizona University while respecting the context of the adjacent campus districts, the surrounding vocabulary of architectural language, and the precepts contained in Northern Arizona University Campus Master Plan.

D-B shall consult with the Owner on all aspects of the design through the Owner’s Project Manager, and with other Owner Stakeholders.

Design Standards

D-B shall be responsible for design conforming to the current University of Arizona [Manual of Design and Specification Standards \(DSS\) available on the PD&C Website](#). Coordinate final product specifications with the Owner’s Project Manager. Note that this includes compliance with DSS Tab B-Procedures and DSS Tab C-Design Criteria, as well as material specifications.

Sustainability

D-B is responsible for sustainable and environmentally responsible design as follows:

- 1) Design shall be responsive to the climate and environment in a way that minimizes energy consumption, yet creates a comfortable environment for faculty, students, staff and visitors.
- 2) Design shall demonstrate an understanding of the setting, both environmentally and as part of the campus fabric.
- 3) Facility shall be an exhibit of sustainability achievement in this climate.
 - a) See DSS Tab C-13for Campus Sustainability goals.
 - b) Minimum USGBC LEED Silver certification.

- i) D-B shall provide LEED application processing through USGBC. The Owner shall be listed as the “Applicant” under the USGBC website application, and shall have access to the entire submittal form to ensure ownership and access to documentation at all times (including archived documentation).

Accessibility

Incorporate accessible design principles to ensure that the completed facility provides full, equal, and unrestricted access to all users. See DSS Tab C-12 as well as the requirements in the Codes enumerated below.

Governing Jurisdictions

D-B shall prepare and provide all documents in a form necessary for Owner to obtain any and all approvals required for approval of design and completed construction by all governmental authorities having jurisdiction over the Project and/or designated by the Owner.

D-B shall be responsible for coordination with the governing jurisdiction as follows:

- 1) The project utilities will be served by the University’s Central Plant, as well as Southwest Gas, City of Tucson Water, and Pima County Wastewater Management.
- 2) The University’s Risk Management Services (RMS) will be the Authority Having Jurisdiction (AHJ) for building permitting, and fire sprinkler and fire alarm systems.
 - a) The Owner’s Project Manager will submit documentation to RMS for Building Permits.
 - b) The D-B will submit Fire alarm and Fire Sprinkler Shop Drawings to RMS for installation permits.
- 3) The Owner will provide design review and construction inspection.
- 4) Local zoning and ordinances will not apply. The Owner will provide site development guidelines specific to this project.
- 5) Interface and permitting by D-B with the City of Tucson and other municipalities will be limited to street acquisition, right-of-way permits, and utility easements with these entities, if these improvements are not owned by the University.
- 6) Owner will coordinate submittal and payment for Pima County Wastewater Management sewer connection fees.
- 7) D-B will interface with Pima County Wastewater Management for physical sanitary sewer connections. D-B will prepare submittals and pay fees for construction work in the public right-of-way, and physical sewer connections.

Codes

D-B shall design the project in such a manner that the completion of project is in compliance with the following codes. When reference is made to "this code" it shall mean all the codes listed below.

1. 2018 International Fire Code, as amended by Northern Arizona University
2. 2018 International Building Code, as amended by Northern Arizona University
3. 2018 International Existing Building Code, as amended by Northern Arizona University
4. 2018 International Mechanical Code, as amended by Northern Arizona University
5. 2018 International Plumbing Code, as amended by Northern Arizona University
6. 2018 International Fuel Gas Code, as amended by Northern Arizona University
7. 2018 International Residential Code, as amended by Northern Arizona University

8. 2017 National Electrical Code (NFPA 70), as amended by Northern Arizona University
9. Code Amendments: Refer to the [Manual of Design and Specifications Standards \(DSS\) available on the PDC Website](#) for links to the actual text of the following amendments:
 - IFC - 2018 - NAU
 - IBC - 2018 - NAU
 - IEBC - 2018 - NAU
 - IMC - 2018 - NAU
 - IPC - 2018 - NAU
 - IFGC - 2018 - NAU
 - IRC - 2018 - NAU
 - NEC - 2017 - NAU
10. Accessibility Guidelines: In addition to any requirements in the codes enumerated above, incorporate the guidelines listed below:
 - Governing Regulation: Department of Justice Regulations for Title II (28 CFR 35) and Title III (28 CFR 36) of the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments of 2008
 - Governing Regulation: Arizona Civil Rights Act, ARS Title 41, Article 41-1401 *et. seq.* Americans with Disabilities Act Standards for Accessible Design (ADASAD), dated September 15, 2010If a conflict arises between these code and regulation references and the UA DSS, Owner will make a determination in consultation with the Project Team.
11. Occupational Safety Guidelines: In addition to any requirements in the codes enumerated above, incorporate the guidelines listed below:
 - Occupational Safety and Health Administration (OSHA) Regulations 29 CFR 1910 (General Industry Regulations) and 29 CFR 1926 (Construction Regulations)

Cost Estimating

D-B shall coordinate the format to be used for each Phase estimating effort by D-B and the Owner's Cost Consultant to ensure differences between the two estimates are reconcilable. Differences between the estimates must be reconcilable to the lowest level of detail of the estimate.

If at any time D-B's Estimate of Construction Costs and/or proposed GMP (after attempted reconciliation between D-B's Estimate of Construction Costs and the Owner's Cost Consultant Estimate) exceeds the amount within Owner's then-current Project Budget available for the Cost of the Work, D-B shall promptly and at no cost to the Owner:

- 1) Revise all or any part of the Project drawings, specifications or both as the Owner may deem advisable for the purpose of reducing the Cost of the Work to be within the allocated line items within the Project Budget.
- 2) Perform any or all of the services as described in the Agreement as may be necessary to obtain an estimate of Construction Costs and/or GMP not exceeding the amount within Owner's then-current Project Budget available for costs of the Work.

D-B shall provide a complete project construction cost estimate at each Design Phase Submittal, and with each GMP Proposal, to evaluate the status of Owner's budget capacity to complete project scope in future GMPs and Phases.

Design-Builder will provide comparable costs from similar projects for Owner to use in reports to Arizona Board of Regents and the State of Arizona Joint Committee on Capital Review.

Owner Reviews

There will be a two-to-three week Owner review period at each Design Phase Submittal. The Owner will prepare written Review Comments and provide to D-B. D-B shall prepare written responses to these comments. To ensure that all issues are fully understood and resolved, responses shall be submitted to the Owner as soon as possible after receipt of Comments by D-B. D-B will not be authorized to proceed into the next Phase of the project until all comment responses have been reviewed and accepted by the Owner.

Also included in the review process are Roundtable Review Meetings to provide an opportunity for discussion of written comments and responses, and other related design topics.

Planning and Design Review Advisory Committee

This project is subject to review by the Owner's Planning and Design Review Advisory Committee (PADRAC). The Committee includes design professionals from within and without the University, and is charged with assisting D-B's efforts to execute projects that are sympathetic with the existing University planning and architectural context.

D-B shall make presentations to the Committee at an early Conceptual Design stage (describing multiple concepts), during Schematic Design, at the completion of Schematic Design, and at the completion of Design Development. Each presentation will include landscape, surface water, and open space design, developed to a level commensurate with the design of the balance of the project. Presentations shall address the Committee's comments from the previous submittal. Additional presentations may be required to respond to committee concerns, or to update the committee of significant design changes.

Community Planning Advisory Committee

[INSTRUCTIONS TO DRAFTER: RETAIN OR DELETE THIS PARAGRAPH AS REQUIRED TO CONFORM WITH THE REQUIREMENTS OF THIS PARTICULAR PROJECT.]

GUIDELINES FOR DETERMINING THE NEED FOR CPAC PRESENTATIONS INCLUDE THE IMPACT OF THE PROJECT AT THE PERIMETER OF THE CAMPUS PLANNING BOUNDARY THAT MAY POSE A PERMANENT VISUAL IMPACT ON SURROUNDING RESIDENTIAL NEIGHBORHOODS; OR MAY RESULT IN A CONTINUED AND SUBSTANTIAL INCREASE IN LEVEL OF ACTIVITIES, SUCH AS PARKING, PEDESTRIAN/VEHICULAR TRAFFIC, NOISE LEVELS, OR ENVIRONMENTAL QUALITY OF LIFE, TO THE SURROUNDING RESIDENTIAL AREAS; DISCUSS POTENTIAL FOR CPAC MEETINGS WITH PDC DIRECTOR AND PUBLIC INFORMATION COORDINATOR.]

The Community Planning Advisory Committee (CPAC) includes interested public and private parties from the surrounding community that may be affected by the project, and may include

residents, City of Tucson staff, Wards III or VI Council Office representatives, as well as University staff connected with the project. The goal of the Committee meetings is for information sharing between interested public parties, the University and the D-B Team, so that the project designers can respond to the input and achieve a balanced design solution. The D-B Team shall make presentations to the public at each design phase, and prior to construction.

Project Submittals

[INSTRUCTIONS TO DRAFTER: EDIT THE LIST BELOW TO INCLUDE ONLY THE PHASES AND SUBMITTALS APPLICABLE TO THIS PARTICULAR PROJECT, AND DELETE THE OTHERS. DISCUSS WITH PERTINENT PDC PERSONNEL AS APPROPRIATE.]

In addition to the requirements of the Agreement, D-B shall provide submittals for the following project Phases for review by the Owner:

- 1) Program Submittal
- 2) Conceptual Design Submittal
- 3) Schematic Design Submittal
- 4) Design Development Submittal
- 5) 50% Construction Documents
- 6) 100% Construction Documents / GMP Setting Submittal
 - a. Multiple Construction Document packages, such as foundation, core and shell, and interiors packages, as required for schedule compliance.
- 7) Models, renderings, sketches, product samples, and other materials as needed at all phases of project development to fully explain the design to all User Group Representatives, as well as NAU entities such as PADRAC, Facilities Management, Planning Design & Construction, Disability Resource Center, Risk Management Services, and any other relevant departments.
- 8) Life Cycle Cost Analysis:
 - a. Base and alternate design building envelope systems.
 - b. Base and alternate design Mechanical, Plumbing, and Electrical systems.
 - c. Total Cost of Ownership based on Statement of Probable Construction Cost and Life Cycle Cost Analyses.
 - d. Provide Life Cycle Cost Analysis with Program, Conceptual Design, Schematic Design, and Design Development Phase submittals.
- 9) Energy Model:
 - a. One as required for LEED certification.
 - b. Additional energy model that demonstrates anticipated performance in energy unit measures, and as compared to DSS system requirements.
 - c. Provide Energy Model with Program, Schematic Design, and Design Development Phase submittals.
- 10) Hydrology Report:
 - a. Provide hydrology report / stormwater mitigation report with Program, Schematic Design, Design Development, and Construction Documents Phase submittals.
 - b. Comply with Northern Arizona University Manual of Design and Specification Standards Tab C-9 Surface Water Design Guidelines.
- 11) Refer to **Submittal Requirements by Phase**, below, and “Attachment 1 - Project

Deliverables by Phase”, for detailed requirements.

Submittal Requirements by Phase

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1) Program Phase

- a. identified units of facility need
- b. projected enrollment or activity
- c. references to relevant standards appropriate to comparable institutions
- d. discussion of locational determinants
- e. utilization for any classrooms or teaching laboratories
- f. estimated net-to-gross ratios
- g. special physical requirements affecting cost
- h. Required size, use, occupancy, and furnishings/equipment requirements of all spaces.
- i. Required relationships of spaces to other spaces.
- j. Required utility services for all spaces and investigations into available utilities.
- k. Environmental requirements of all spaces.
- l. Traffic/circulation requirements within and without the building. Building service requirements.
- m. Tabulation of all net assignable areas.
- n. Explanation of probable non-assignable required areas.
- o. Calculation of probable gross buildings area(s).
- p. Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
- q. Site analysis, including utilities, circulation, service, orientation, adjacent structures, etc.
- r. Energy Models.
- s. Hydrology Report, Storm Water Management Analysis and Plan.
- t. Proposed LEED Score card for the Design (LEED Silver minimum requirement).
- u. Life Cycle Cost Analysis and Total Cost of Ownership Analysis.
- v. Statement of Probable Construction Cost
- w. Project Schedule
- x. Budget estimates of FF&E, Audio Visual Systems, and Branding and Graphics

2) Conceptual Design Phase

- a) A minimum of three distinctly different concepts shall be presented to the Owner before proceeding with final schematic documents. These concepts are to communicate site, functional and massing relationships. The concepts may be presented in diagrammatic form.
- b) Include with each concept the approximate net assignable to gross area efficiency factors.

- c) Include with each concept a code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
- d) Include with each concept a Statement of Probable Construction Cost.
- e) Include with each concept a Life Cycle Cost Analysis and Total Cost of Ownership Analysis.

3) Schematic Design Phase

Review the Project Program and the approved Conceptual Design with the Owner to solicit and receive comments and recommendations, confirm the Owner's understanding of the subject matter, determine any additional, modified or alternative requirements, and obtain the Owner's approval.

Provide the Owner with a preliminary evaluation of the requirements of the Project based on the Owner's budget.

Review with the Owner alternate methods and approaches to the design and construction of the Project and recommend the approach and jointly decide with the method best suited to the Owner's requirements and the Project.

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

The D-B shall review with the Owner alternate methods and approaches to the design and construction of the Project, including infrastructure systems for structure, mechanical systems and other relevant systems.

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

- a) Preliminary site plan showing walks, parking drives, landscaped areas, drainage, retention and detention areas.
- b) Site survey.
- c) Soil boring data & consultant's foundation recommendations.
- d) Schematic floor plans, 1/4" = 1'-0".
 - 1) New work, all floor levels including walls, doors, windows, equipment, furniture, location of plumbing fixtures, and structural grid.
 - 2) Remodeled areas of existing buildings, if any, including demolition.
 - 3) Existing building drawings for remodeled areas.
- e) Reflected ceiling plan (if any special or unique features).
- f) Exterior elevations, showing mechanical equipment.
- g) Diagrammatic building sections, each direction through building with structure indicated.

- h) Typical wall sections to show materials, relationships, and construction intent, including structure.
 - i) Room materials list and equipment outline.
 - j) Narrative of design rationale, code analysis, design load assumptions, and proposed structural systems together with justification of selected system.
 - k) Narrative of design rationale and demand assumptions, and descriptions of proposed mechanical system(s), electrical system(s), landscape irrigation system(s), and special system(s).
 - l) Preliminary mechanical equipment room layouts (major equipment).
 - m) Preliminary one-line HVAC duct layouts and/or preliminary mechanical piping diagram including preliminary size and location of connection to utility supply.
 - n) Plumbing water and sewer main sizing with point of connection to public systems.
 - o) Fire protection hazard classification of system and preliminary size of supply main and identification of source location.
 - p) Preliminary one-line electrical distribution diagrams with preliminary load and service sources identified.
 - q) Preliminary Draft of Project Manual including outline specifications.
 - r) Code analysis. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design.
 - s) Structural, mechanical, electrical, and other calculations used by the Design Professional as a basis for design, appropriate to the Schematic Design level.
 - t) Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.
 - u) Schematic presentation shall include a preliminary model, and sketch perspectives of both the exterior and major interior features that will fully communicate the design intent to User Group Representatives.
 - v) Communications and data transmission system infrastructure.
 - w) Energy Models.
 - x) Hydrology Report, Storm Water Management Analysis and Plan.
 - y) Proposed LEED Score Card for the Design (LEED Silver minimum requirement); include checklist and strategy.
 - z) Life Cycle Cost Analysis and Total Cost of Ownership.
 - aa) Statement of Probable Construction Cost.
 - bb) Budget estimates of FF&E and AV.
 - cc) Geotechnical Investigation Report.
 - dd) Project Survey.
- 4) Design Development Phase
Based on the Schematic Design Documents and any amendments approved by the Owner in the Program or the Project Budget, prepare Design Development Documents for review with the Owner and for the Owner's approval, consisting of drawings and other documents to delineate, and define the general design of the entire Project, including size and character as to architectural, structural, mechanical and electrical systems, materials, and any other Project elements as may be appropriate.

The Design Development Document shall consist of at least the following:

- a) Site survey and annotated site survey showing items for demolition, removal or relocation.
- b) Site Plan:
 - 1) Contours/grading
 - 2) Paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions)
 - 3) Retaining walls
 - 4) Demolition of any existing improvements
 - 5) Underground utilities
 - 6) Notation of existing memorial trees, plaques and any other marked items
 - 7) Phasing plan
 - 8) Construction access and staging plan
- c) Landscape plan:
 - 1) Planting plan
 - 2) Plant materials schedule
 - 3) Point of connection for power and water, and demand for each
 - 4) Irrigation plan
- d) Seismic Analysis based on IBC Code Requirements.
- e) Foundation plans:
 - 1) Footing and foundation sizes, reinforcing, elevations
 - 2) Below grade concrete walls, thickness and reinforcing
 - 3) Waterproofing, dampproofing, and drainage; standard detail types
- f) Structural framing plans:
 - 1) Horizontal and vertical member size, sample reinforcing
 - 2) H and V sample reinforcing
 - 3) Typical floor and roof details, thickness
 - 4) Typical exterior wall sections
 - 5) Typical exterior wall supports, bracing, ties, reinforcing
 - 6) Lateral bracing methods, location
 - 7) Fireproofing - NFPA designation
 - 8) Vibration isolation or other special details
 - 9) Design live and dead loads tabulated for all floors, areas, roofs
- g) Exterior wall elevations, all planes.
- h) Building sections.
- i) Typical wall sections.
- j) Typical roofing and flashing details.
- k) Floor plans, all levels and roofs:
 - 1) Partition type identification
 - 2) Smoke and fire compartmentation
 - 3) Built-ins and fixed equipment shown and noted
 - 4) 1/4" scale furniture and movable equipment layouts, for ALL spaces
 - 5) Phasing information
- l) Reflected ceiling plan:
 - 1) Lights, diffusers, grilles, sprinkler heads and unusual conditions

- m) Stair and elevator details and types.
- n) Room finish and door schedules for all areas/spaces.
- o) Miscellaneous specialties and equipment schedules.
- p) Fixed equipment schedule, locations, and service requirements.
- q) Plumbing systems:
 - 1) Fixture schedule, locations
 - 2) Equipment schedule, locations
 - 3) Water piping, locations (sizes for pipes larger than 1")
 - 4) Waste piping, locations (sizes for pipes larger than 4")
- r) Roof drainage system, locations, and key sizes.
- s) Fire protection systems:
 - 1) Location of check valves, building entrance, riser and drain
 - 2) Provide system performance design criteria
- t) Mechanical systems:
 - 1) Equipment schedule, locations, sizes, types
 - 2) Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams
 - 3) Supply, return, and exhaust duct layout
 - 4) HVAC piping, locations, and sizes for pipes larger than 1"
 - 5) Equipment connections and supports; standard details
 - 6) Load calculations
 - 7) HVAC controls and schematics
- u) Power distribution diagram:
 - 1) Power distribution layout
 - 2) Equipment schedule, locations
 - 3) Feeder sizes
 - 4) Emergency generator size, location
 - 5) Uninterruptible power supply equipment size and location, if required
 - 6) Grounding, standard details
 - 7) Load calculations
- v) Interior electrical plans:
 - 1) Fixture and switch locations with identification
 - 2) Typical receptacle and power outlet locations
 - 3) Special requirements noted
 - 4) Coordination of and pathways for University keyless access and security.
- w) Motor control schedule with starter and circuit sizing.
- x) Communication, data transmission and audio-visual systems.
- y) Basis of Design for Commissioning Agent, including Engineering calculations and load data; System selection; System rejection reasoning; Equipment selection; Equipment rejection reasoning; Failure modes; and Critical sequence of operations.
- z) Current update of Project Manual including Project Specifications.
- aa) 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.
- bb) Structural, mechanical, electrical, lighting (on a per point method computer analysis),

- and other calculations used by the Design Professional as a basis for design, appropriate to the Design Development level.
- cc) Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.
 - dd) Materials and color boards, exterior and interior.
 - ee) Update presentation graphics to accurately reflect current design.
 - ff) Cut sheets of all plumbing, mechanical, electrical, and other special fixtures and equipment.
 - gg) Energy Models.
 - hh) Hydrology Report, Storm Water Management Analysis and Plan.
 - ii) Proposed LEED Score Card for the Design (LEED Silver minimum requirement); include checklist and strategy.
 - jj) Life Cycle Cost Analysis and Total Cost of Ownership Analysis.
 - kk) Preliminary SWPPP, regardless of site size.
 - ll) Statement of Probable Construction Cost.
 - mm) Budget estimates of FF&E and A/V.

5) 100% Construction Documents / GMP Setting Phase

Based upon the approved Design Development Documents (DDs) and any further amendments of any kind approved by the Owner, prepare detailed Construction Documents (CDs) setting forth the requirements for the construction of the entire Project, including complete Bid Documents, Drawings, Specifications.

D-B shall provide fully updated versions of the deliverable documents listed in the Design Development list, reflecting 100% complete drawings, checked and coordinated with all Sub-Consultants and Owner Consultants, and with all necessary and required details and information for the successful pricing, construction, and completion of the project.

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

The Construction Documents are subject to review and approval by the Owner.

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

The Construction Documents shall consist of at least the following:

- a) Drawings for all design disciplines.
- b) Specifications.
 - 1) All sections complete and edited project specific.
 - 2) Written descriptions of all options (alternates), allowances, unit prices, and special construction scheduling requirements.

- 3) Table of contents for technical sections.
 - 4) Schedule of drawings.
 - 5) Specifications shall be prepared by the D-B using CSI format, with University Project Number on all pages.
 - 6) Standard Owner "boilerplate" (bidding and contract provisions, and Division 1 sections) will be "red-marked" by Owner and provided to D-B for information and coordination with their Drawings and Specifications. Owner will provide final word processing of boilerplate documents, and deliver completed version to D-B for inclusion in the Project Manual.
- c) Final 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.
 - d) Final structural, mechanical, electrical, acoustical, vibration, lighting (on a per point method computer analysis) and other calculations used by the Consultant as a basis for design.
 - e) Cut sheets for final selection of all plumbing, mechanical electrical and other special fixtures and equipment.
 - f) Updated Basis of Design for Commissioning Agent.
 - g) Final material and color boards; interior and exterior.
 - h) Net assignable and gross area calculations, in conformance with Owner definitions for each category and functional group of space.
 - i) Final Hydrology Report, Storm Water Management Analysis and Plan.
 - j) Final Life Cycle Cost Analysis and Total Cost of Ownership Analysis.
 - k) All bidding documents, ready for reproduction, with all final comments from the Construction Documents submittal resolved.
 - l) Design Professional's seal and signature shall be affixed to documents only after Owner review of the Construction Documents submittal and incorporation of all final comments.
 - m) Master plan/expansion information to inform future project planning teams.
 - n) A Statement of Probable Construction Cost; ASPE "Level Five".

Furniture, Fixtures and Equipment

[INSTRUCTIONS TO DRAFTER: RETAIN OR DELETE THIS PARAGRAPH AS REQUIRED TO CONFORM WITH THE REQUIREMENTS OF THIS PARTICULAR PROJECT.]

D-B shall provide the following services as part of the project scope of work:

- 1) Interior Design
- 2) Furniture selection and installation coordination
- 3) Branding and Graphics
- 4) Audio Visual system design and construction administration

Submit design updates for each category of FF&E commensurate with the development of the project design at each phase of the project for Owner review and approval.

Unless otherwise indicated, FF&E will be procured and installed under separate contracts independent of the contract for construction. The Owner's Project Manager, in conjunction with the University's Procurement and Contracting Services Department, will write and issue all Purchase Orders. D-B will be responsible for coordinating the orders with the vendors and the University.

Furniture

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Furniture will be selected from the current offerings of the Tri-University vendors. Within these categories, appropriate selections will be made for the project in collaboration with the Owner's Project Manager and User Group Representatives.

The only competitively bid, performance specification-based furniture will be for specific functions that are not covered by the Tri-University contracts. In such case, D-B shall prepare a complete Bid Package set that will be used by Owner to request proposals from furniture vendors. This will need to be bid through the University's Procurement & Contracting Services Department if the value of the total of all non Tri-U selections is \$100,000 or more.

D-B shall meet with the Owner's Project Manager and appropriate User Group Representatives to define the project's requirements and budgetary goals, including assessment and cataloging of existing furniture and equipment to be relocated, and new furniture and equipment to be selected and procured.

At each Design Phase of the project, D-B shall, in collaboration with the Owner's Project Manager, coordinate with vendors on selections, availability and pricing. D-B shall provide a conceptual Furniture Cost Estimate inclusive of all items required to furnish the building and allow it to be functional, including items identified as OPCI (Owner Provided Contractor Installed) or OPOI (Owner Provided Owner Installed). Cost Estimates shall include freight, delivery, installation, and tax. D-B will prepare floor plans reflecting decisions reached with the Owner on relocated and new furniture and equipment, and reflecting the approved furniture budget at each Design Phase.

D-B shall ensure that final Furniture/Equipment layouts are fully coordinated with architectural, structural, mechanical, telecommunication, fire alarm, and electrical components, for compatibility with the system components, to prevent conflicts, and to confirm that the necessary power and telecommunications are provided as needed to support the Furniture/Equipment.

During the 100% Construction Documents Phase, D-B shall confirm with vendors the furniture and equipment selections, availability, and pricing. D-B shall prepare final furniture documents for Owner review and approval, as follows:

- 1) Furniture/Equipment plans graphically showing:

- a. Scaled relationship of all Furniture and Equipment for all rooms
- b. Room numbers
- c. Individual Furniture and Equipment item reference numbers
- 2) Separate spreadsheets sorting Furniture and Equipment Item list organized by Vendor. The Furniture and Equipment spreadsheet shall reference:
 - a. Department
 - b. Room Name
 - c. Room Number
 - d. Item Reference Number
 - e. Item Description
 - f. Item Specification Sheet
 - g. Vendor
 - h. Quantity
- 3) Item Specification Sheet (for each category of item) shall list:
 - a. Vendor
 - b. Manufacturer
 - c. Description
 - d. Model Number
 - e. Size
 - f. Quantity
 - g. Location(s)
 - h. Special Notes
 - i. Material Finish, and graphic representation of item
- 4) Approved material finish samples in acetate sleeves shall list the following information:
 - a. Furniture and Equipment item reference number(s)
 - b. Vendor
 - c. Manufacturer and color or material name or number
- 5) Vendor Data Sheet shall list company names, addresses, phone/fax numbers, and primary contact.

During the Construction Administration phase, D-B will:

- 1) Review FF&E shop drawings and submittals for conformance with final Furniture and Equipment Documents.
- 2) Coordinate with selected vendors to establish a delivery and installation schedule, and monitor and verify that construction is on schedule to reach Substantial Completion as identified in the Contract Documents.
- 3) Observe the installation of the Furniture and Equipment, and develop a punch list of incomplete or incorrect work requiring the Vendor's attention.
- 4) Review the completion of all punch list items to establish the Date of Final Completion for the Furniture and Equipment.

Audio Visual Systems

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D-B will be responsible for the complete AV design and documentation. Coordinate with the Owner's Project Manager and User Group Representatives for AV design requirements.

D-B will produce complete documentation for infrastructure and raceways as part of the building contract documents for installation under D-B scope of work.

D-B will design and prepare complete documentation for the AV systems for bidding and procurement of an outside vendor.

At each Design Phase, D-B shall, in collaboration with Owner's Project Manager and User Group Representatives, coordinate with the University's Audio/Visual Systems management staff. D-B will prepare floor plans reflecting decisions reached with the Owner on AV systems, as well as a narrative for the systems and spread sheets describing the system components for each type of space. D-B shall provide a conceptual AV Cost Estimate inclusive of all items required to provide AV for the project and allow it to be functional and meet the Owner's budget goals. Cost Estimates shall include freight, delivery, installation, and taxes.

D-B shall ensure that AV systems are fully coordinated with architectural, structural, mechanical, telecommunication, fire alarm, and electrical design, to assure the compatibility of the AV system.

During the 100% Construction Documents Phase, D-B shall confirm with vendors the A/V equipment selections, availability and pricing. D-B shall prepare final AV documentation for Owner review and approval, as follows:

- 1) AV plans graphically showing:
 - a. Scaled relationship of all AV for all rooms
 - b. Room numbers
 - c. Individual component item reference numbers
- 2) Provide separate spreadsheets sorting AV Items list organized by Room Type. Spreadsheet shall reference:
 - a. Room Names and Numbers where system occurs
 - b. Item Reference Numbers
 - c. Item Descriptions and Model Numbers
 - d. Vendors
 - e. Quantities
 - f. Vendor
 - g. Special Notes
- 3) System narrative for each type of space.

Branding and Graphics

[INSTRUCTIONS TO DRAFTER: RETAIN OR DELETE THIS PARAGRAPH AS REQUIRED TO CONFORM WITH THE REQUIREMENTS OF THIS PARTICULAR PROJECT.]

The Scope of Branding and Graphics Systems will be finalized after completion of the

Schematic Design Phase. The scope will generally include major wayfinding components and University of Arizona identity.

Construction Phase Services

Successful construction of the project will necessarily involve the full, open, and transparent participation of the entire Project Team, including the Design-Builder, the Design Professional, and the Owner. The Owner requires that the review and evaluation of the Design Professional be included with the information being provided to the Owner. At a minimum, this will include the following:

Evaluate the progress of the Work for compliance with the design intent of the Project, and for conformance with the requirements of the Construction Documents. Interpret the requirements of the Construction Documents. The interpretations shall be consistent with the intent of and reasonably inferable from the Construction Documents.

Attend progress meetings, to address and resolve such matters as procedures, scheduling, work deficiencies, Submittals, Requests For Information (RFIs), and any other matters relating to the completion of the Project.

Perform weekly site visits to be knowledgeable about the progress and quality of the Work, and prepare weekly field reports.

Review and respond to Requests for Information (RFIs).

Review and approve Submittals, Shop Drawings, Product Data, Samples, and other required Materials Submissions, for conformance with the design concept of the Project, and compliance with the Construction Documents.

Identify Work which does not conform to the design intent or Construction Documents, including applicable codes, statutes, or local or national standards.

Participate in site visits and meetings to identify the dates of Substantial and Final Completion of the Work, or designated portions of the Work. Participate in the preparation of Punch Lists identifying a comprehensive list of items of the Work to be completed or corrected.

Review and evaluate Closeout Materials including As-Built Drawings, Operation and Maintenance Manuals, Record Submittals, Test and Balance Reports, Commissioning Reports, Training Materials, and Progress Photographs.

Prepare Closeout Materials including Record Drawings, (DWGs and PDFs), BIM Model, GeoDatabase Drawings, and Key Plan Drawings.

Participate in Warranty Site Visits ten (10) months and twenty-two (22) months after the Date of Substantial Completion. Assist in resolving Warranty issues as they develop.

Fee Proposal

Staff

Clearly identify all key staff for the D-B Firm and for all Sub-Consultants, and their roles in the Project Team. Any Sub-Consultants not originally identified in the Statement of Qualifications resulting from the Owner's Request for Qualifications shall be submitted to the Owner for review, and will be included in the Project Team only upon written approval of the Owner.

Reimbursable Expenses

Include all Reimbursable Expenses such as travel costs, meals, printing for internal review, deliverables, etc., as part of D-B's basic services fee.

Categories of allowable reimbursable expenses include:

- 1) Reproduction, mailing, and electronic media, which are in addition to those required for normal project deliverables
- 2) Agency permit and submittal costs

ATTACHMENT 1

Project Deliverables by Phase - 8 Pages

[INSTRUCTIONS TO DRAFTER: EDIT THE LIST BELOW TO INCLUDE ONLY THE DOCUMENTS APPLICABLE TO THIS PARTICULAR PROJECT, AND DELETE THE OTHERS. DISCUSS WITH PERTINENT PDC PERSONNEL AS APPROPRIATE.]

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Design Phases Deliverables

PADRAC Reviews

PowerPoint

Program Phase

Report - PDF

Conceptual Design Phase

Drawings - PDF

Schematic Design Phase

Drawings - PDF

Specifications - PDF

Security Design - AutoCAD

Geotechnical Investigation Report - PDF

Project Survey - AutoCAD

Design Development Phase

Drawings - PDF

Specifications - PDF

Site Plan - AutoCAD

Room Numbering - PDF

Security Design - AutoCAD

Wi-Fi Design - AutoCAD

100% Construction Documents / GMP Setting Phase

Drawings - PDF

Specifications - PDF

GeoDatabase - AutoCAD

Key Plans - AutoCAD

TeleCom Bid - PDF

Project Closeout Phase Deliverables

Facilities Documentation Package - PDFs

- As-Built Drawings
- Operation and Maintenance (O&M) Manuals, per CSI Division
- Schedule of Required Maintenance
- Final Record Submittals, per CSI Division
- Balance Reports
- Commissioning Report
- Final LEED Submittal
- Training Materials (including sign-in sheets, notes, handout materials, videos, etc.)
- Progress Photos, per CSI Division/Section, Time Period, Etc.

Construction Administration Package - PDFs

- Warranties (General Contractor and Subcontractors)
- Subcontractor Directory
- All Applicable Permits
- Signed-Off PDC Green Inspection Cards
- Any Other Reports or Certifications Required by the Contract
- Meeting Minutes, Monthly Reports, Etc.
- RFIs, ASIs, PRs, CORs, Etc.
- Change Orders
- Payment Applications
- Testing and Inspection Reports
- Project Documentation Logs
- Any Other Construction Administration Materials

Project Closeout Package - PDFs

- Affidavit of Payment
- Consent of Surety
- Copy of Small Business Utilization Report
- Receipts for Returned Keys
- Final Attic Stock and Extra Materials Transfer Log
- Receipts for Deliveries of Attic Stock and Extra Materials
- Completed Contractor's Project Closeout Checklist

Design Professional Materials

- Record Drawings - PDFs
- Record Drawings - Bound AutoCAD
- GeoDatabase Drawings - AutoCAD
- Key Plan Drawings - AutoCAD
- BIM Model

Detailed Deliverables Criteria

Package Requirements

- Total Path Name of Folders, Sub-Folders, and Documents, is limited to **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.
- combine multiple PDFs into a single ZIP folder

Photos, Videos, Etc.

- group similar photos / videos into folders and sub-folders
- group by date, topic, etc.
- combine all folders into a single ZIP Folder

ZIP Folders

- contain multiple PDFs, Folders, 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.

Bound AutoCAD Drawings

Deliver Project Record Drawings to the Owner electronically.

1. The intent of these guidelines is to enable the Owner 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 Owner 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 the Enterprise Geographic Information System (EGIS).
2. The D-B 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 Northern Arizona University Project Number, and ABCDEF is Northern Arizona University 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:

- 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 D-B’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

GeoDatabase AutoCAD Drawings

Provide the following composite drawings derived from the project documents that will be incorporated in to the NAU 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 NAU in a form and at a time in the design process which will enable a more effective update of NAU 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 NAU 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 (walks, streets, curbs, parking, parking lot striping, etc.)
Irrigation lines and components
Building footprint
Underground site utilities and/or building connection points
Site work / grading
Drainage
Other site structures proposed by the project

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
4. Transform this composite drawing(s) into the original state plane coordinates (see Survey Requirements defining units, scaling and other transformation parameters in this “Exhibit B - Scope of Services”). 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

Project Survey AutoCAD Drawings

Save files in AutoCAD release 2013

Site Plan AutoCAD Drawings

Provide Overall Site Plan **only**:

- survey monuments
- buildings
- hardscape (walks, streets, curbs, parking, parking lot striping, etc.)

- other site structures proposed by the project

Save files in AutoCAD Release 2013

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

Key Plans AutoCAD Drawings

Provide **separate DWG file for each floor**

Save files in AutoCAD Release 2013

Formatting of AutoCAD Floor Plan 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 the project's original site survey monuments on a separate layer, on the Floor Plan which includes the building's Main Entrance
- additional construction-phase monuments may be added as well
- include separate hardscape layers on the Floor Plan which includes the building's Main Entrance
- existing hardscape layers (pre-construction streets, curbs, walks, site walls) from the project's site survey
- sidewalk and pedestrian hardscape layers created for the project
- 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

Security Design 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 Design AutoCAD Drawings

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

- save files in the AutoCAD Release 2013

Provide BIM Model

- (see detailed requirements 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.

Submitting the BIM Model **does not** exempt the D-B from submitting Record and As-Built Drawing AutoCAD and PDF files, as described in this document.