

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

OWNER - CONSULTANT AGREEMENT

CONSTRUCTION MANAGER AT RISK

FOR

MAKERSPACE REMODEL:

GateWay Community College

MCCCD REQUEST FOR BID NO. 3401-2

MCCCD PROJECT NO. Project #18.0807

CONSULTANT:

Name

Address

Address

Phone: Phone

Fax: Fax

Main Contact e-mail: e-mail@

Dated: date of agreement

Owner Consultant Agreement combined master.doc

8/07: major updating

6/08 E Verify requirement added; 10/08 confidentiality paragraph changed, reimbursables redefined.

5/09: added FM Global requirements on web/removed IT; changed standard of care location and minor word change, added code mark-ups as part of Basic Services.

2/10: Sudan/Iran requirements

5/10: Deliverables for SD phase classroom plans/sections; specific reference to District Standards for foam roofing; requirement for early HVAC and EMS vendor planning in DD and CD phases

7/10: Meeting with hardware consultants and college added to DD and CD phases

3/12: No markup is allowed on meals and airfare reimbursement per General Accounting Office policy

~~8-13 Duty to defend under 8.1 and 11.8. Indemnification removed. Reinstated 6-2017~~

4-15 Owner's Data Security provision added

7-16 ITS Insurance and Safe Harbor addition

7-15 Review and approval of AUA's added

TABLE OF CONTENTS

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND CONSULTANT

ARTICLE 1- CONSULTANT'S BASIC SERVICES AND RESPONSIBILITIES

- 1.0 Basic Services Terms and Conditions
- 1.1 Programming and Schematic Design Phase
- 1.2 Design Development Phase
- 1.3 Construction Documents Phase
- 1.4 Bidding or Negotiation Phase
- 1.5 Construction Phase--Administration of Construction Contract
- 1.6 Project Representation Beyond Basic Services
- 1.7 Adjustments to Compensation and Additional Services
- 1.8 Time
- 1.9 Insurance
- 1.10 Project Budget

ARTICLE 2- THE OWNER'S RESPONSIBILITIES

ARTICLE 3- CONSTRUCTION COST

- 3.1 Definition
- 3.2 Responsibility for Construction Cost

ARTICLE 4- DIRECT PERSONNEL EXPENSE

ARTICLE 5- REIMBURSABLE EXPENSES

ARTICLE 6- PAYMENTS TO THE CONSULTANT

- 6.1 Payments on Account of Basic Services
- 6.2 Payments on Account of Additional Services
- 6.3 Payments Withheld
- 6.4 Project Suspension or Termination

ARTICLE 7- CONSULTANT'S ACCOUNTING RECORDS

ARTICLE 8- OWNERSHIP AND USE OF DOCUMENTS

ARTICLE 9- DISPUTES

ARTICLE 10- TERMINATION OF AGREEMENT

ARTICLE 11- MISCELLANEOUS PROVISIONS

ARTICLE 12- SUCCESSORS AND ASSIGNS

ARTICLE 13- EXTENT OF AGREEMENT

TABLE OF CONTENTS

(continued)

**TERMS AND CONDITION OF AGREEMENT BETWEEN
OWNER AND CONSULTANT**

ARTICLE 14- BASIS OF COMPENSATION

- 14.1 Basic Compensation
- 14.2 Project Representation Beyond Basic Services 14.3
Compensatio
n for Additional Services
- 14.4 For Reimbursable Expenses
- 14.5 Payments
- 14.6 Change in Scope
- 14.7 Completion of Services

ARTICLE 15- OTHER CONDITIONS OR SERVICES

- EXHIBITS**
- A Design, Construction and Equipment Budget
 - B Critical Date Schedule
 - C Consultant Scope of Services
 - D Education Specification
 - E Consultant's Fee Proposal
 - F **Extended Services (Not Used)**
 - G **Additional Consultant Requirements when the Owner uses
Construction Manager at Risk Project Deliver**
 - H **Additional Contract Requirements with EDA Grant Projects**

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN
OWNER AND CONSULTANT**

ARTICLE 1

CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant shall cooperate fully with the Owner and the Contractor in the design and construction of the Project. Called the "Project Team", the Contractor, the Owner, and the Consultant shall cooperatively work together during all phases of the Project in which they are involved to achieve timely completion of the Project within the Owner's Project Budget. The Contractor and Consultant team will share leadership during the design (pre-construction) phase for all cost, schedule, or alternative systems issues and on all matters relating to construction.

“Contractor” means the Construction Manager, Construction Manager at Risk or any replacement Construction Manager or, if the Owner terminates the contract with the Construction Manager and elects to proceed on a design-bid-build basis, it means the design-bid-build contractor.

1.0 BASIC SERVICES TERMS AND CONDITIONS

1.0.1 The Consultant agrees to provide the services as set forth in Exhibit C, as Basic Services, and shall be compensated for these services as mutually agreed between the Owner and Consultant. The Consultant's Basic Services consist of the multiple phases described in Paragraphs 1.0 through 1.5.22 and include normal civil (including site surveys), structural, mechanical and electrical engineering and landscape design services and any other services included in Article 15 as part of the defined Basic Services.

1.0.2 If the Owner requests the Consultant to provide additional work, or if the Consultant believes that the work requested is not included in the Basic Services defined in this Agreement, the Consultant must receive written authorization prior to proceeding with the additional work. All work provided without this authorization is done at the Consultant's risk and cost.

1.0.3 The Consultant shall exercise the generally accepted standard of care in complying with current applicable local and State laws, statutes, ordinances, rules, regulations, building and construction codes, including locally adopted amendments to the codes, and with generally accepted design and engineering standards. When no local or State codes apply, the project's design shall comply with current applicable laws, statutes, ordinances, rules, regulations, building and construction codes, and with generally accepted design and engineering standards, including Chapter 4, Title 34 A.R.S. When no local or state codes apply, the current edition of the International Building Code, International Fire Code, Uniform Plumbing Code or International Plumbing Code, International Mechanical Code, the National Electrical Code/ NFPA-70, State and Federal Safety and Health laws, State of Arizona Fire Code, and National Fire Protection

Association Standards in effect at the time the purchase order for the specific project or Work is issued, shall apply. The Consultant must confirm the applicable codes and determine the authority(ies) having jurisdiction prior to beginning the work. Where the requirements of similar applicable codes are in conflict, the most stringent code requirement for the particular situation shall govern. If the local municipal or governing code authority has assumed Fire Code review and jurisdiction from the State Fire Marshal, the local authority's Fire Code shall be used and the project shall be submitted to the local authority for Fire Code review in place of the State Fire Marshal's office.

1.0.4 Unless otherwise provided in this Agreement, the Consultant and the Consultant's sub-consultants shall have no responsibility for the discovery, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. During any phase or portion of this contract, if the Consultant discovers or suspects previously unidentified hazardous materials, he shall notify the Owner in writing immediately.

1.0.5 In designing the Project and preparing the design, Drawings and Specifications, the Consultant shall use due care and shall comply with all requirements of Chapters 4 and 6 of Title 34, and Chapters 9 and 23 of Title 41, Arizona Revised Statutes, relating to the design and construction of buildings; Section 504 of the Rehabilitation Act of 1973; Titles II, III and IV of the Federal Americans with Disabilities Act as they relate to physical access and use of this proposed facility. Unless otherwise indicated in this Agreement, the Consultant shall have no obligation to provide design improvements to the path of travel serving this work nor to areas beyond the work of this Agreement. Where the requirements of similar applicable codes are in conflict, the most stringent code requirement for the particular situation shall govern.

1.0.6 In designing the Project and preparing the plans for new buildings (remodeling projects need not comply with this paragraph), drawings and specifications for projects over six thousand square feet, the Consultant shall comply with all requirements of A.R.S. Section 34-452 relating to solar energy. Included will be (a) evaluation of proper site orientation (b) utilization of active and passive solar energy systems for space heating (c) utilization of solar water heating and (d) utilization of solar day lighting devices as defined in A.R.S. section 44-1761. Life cycle costing shall be used to evaluate all solar energy and energy conservation design, equipment and materials that are considered. The life cycle costing requirements state that solar energy and energy conservation design, equipment and materials shall be used if the simple payback is eight years or less. If the useful life of a product is less than eight years, the simple payback shall be equal to or less than the useful life of the product. A written evaluation whether the utilization of solar devices would be cost effective shall be deemed a **BASIC SERVICE**. If a detailed study for solar energy use is required, the cost for the study will be considered an additional reimbursable expense.

1.0.7 Energy Conservation, Sustainability and Environmental Responsiveness

Per District Design Requirements, all new construction shall use principals of energy efficiency and sustainability to the fullest extent possible, consistent with budget constraints and programmatic requirements. While not seeking LEED or other national

certifications at this time, the District seeks to evaluate these programs, develop a reasonable response and self-certify to LEED Silver, Labs21 or other appropriate criteria. All designs **shall** incorporate the energy conservation standards required by A.R.S. Section 34-451 shall comply with all requirements of **ASHRAE/IESNA 90.1** (most current edition) Energy Standards, including all issued amendments and updates. A written summary of compliance with the ASHRAE Standard effective shall be deemed a **BASIC SERVICE**. If a detailed study is required, the cost for the study will be considered a reimbursable expense.

1.0.8 The Consultant is responsible to the Owner for any services designed, approved, certified or accepted by its sub-consultants, agents and employees.

1.0.9 The Owner and Consultant may reasonably rely upon the information contained in this Article in determining the Consultant's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Consultant shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.0.10.

1.0.10 Changes In Services

Change in Services of the Consultant, including services required of the Consultant's sub-consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, due to circumstances beyond the Consultant's control or the Consultant's services are affected as described in Subparagraph 1.7. In the absence of mutual agreement in writing, the Consultant shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services. Except for a change due to the fault of the Consultant, Change in Services of the Consultant as described in Article 1.7 may entitle him to an adjustment in compensation.

1.0.11 Project design shall comply with the Owner's design standards and requirements available on their website:

http://www.maricopa.edu/facilitiesplanning/docs/PartI-MCCCD_Design_Guidelines.pdf

http://www.maricopa.edu/facilitiesplanning/docs/PartII-Learning_Space_Design_Guidelines.pdf

http://www.maricopa.edu/facilitiesplanning/docs/FM_Global_Standard.pdf

http://www.maricopa.edu/facilitiesplanning/docs/FM_Global_Guide.pdf

1.0.12 The Consultant will prepare all documents, reports, drawings and specifications, and other project related work in accordance with the generally accepted standard of care, and acknowledges and agrees that review or approval by the Owner of these documents in no manner whatsoever relieves the Consultant of responsibility for preparing them in accordance therewith. Notwithstanding any other provisions, the Consultant agrees to defend and indemnify the Owner and hold the Owner harmless from any and all claims, damages, losses, and expenses (specifically including, but not limited to, court costs and attorney's fees) arising out of, or resulting from Consultant's and his sub-consultants' negligent acts or omissions in connection with the Project.

1.0.13 Refer to Exhibit G for Services to be provided associated with the Owner's Construction Manager at Risk agreement.

1.1 PROGRAMMING AND SCHEMATIC DESIGN PHASE

1.1.1 The Consultant shall review the Education Specification furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 Where requested in Exhibit C, the Consultant shall provide programming services to expand upon the information provided in the Education Specification as part of Basic Services.

1.1.3 The Consultant shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1. Unless specifically directed otherwise by the Owner, the budget shown in Appendix A shall establish the limitations of the scope of the work. Following review of the Education Specification and the programming phase, if required, the Consultant shall delineate in writing what changes or reductions to the program may be required to complete the project within the proposed budget. At his option, the Owner may provide additional funding to meet the full programming need.

1.1.4 The Consultant shall review, solicit and receive comments and recommendations from the Owner and Contractor regarding the initial program and approaches to design and construction of the Project and jointly decide with the Owner and Contractor the method best suited to meet the Owner's needs and the construction budget. Following this review, unless the Owner is notified otherwise in writing, within one week of the review, the Consultant agrees to the following:

- a. Accepts the Owner's program and budget,
- b. Design the project within the budget,
- c. At his own expense, re-design the project as necessary until the GMP is within the Owner's budget.

The budget referenced is defined in Exhibit A and is tied to the Education Specification provided to the Consultant as referenced in Exhibit D. Significant changes to the project scope, Education Specification or unforeseen conditions may require adjustments to this budget and allow adjustments to the negotiated fee.

1.1.5 Based on the mutually agreed upon program and Project budget requirements, the Consultant shall prepare, for review by the Contractor and approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.6 The Consultant shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs. The Consultant shall provide his own independent estimate review, or reconcile and agree with the Estimate of Construction Costs as developed by the Contractor, within the amount of the Owner's

Project Construction Budget (CCAP, the Construction Contract Award Price/Guaranteed Maximum Price, as shown in Exhibit A). This reconciliation shall provide an estimate variation not greater than 5% between the Contractor's estimate of construction costs and the Owner's Project Construction Budget. The Contractor's estimate of construction costs must be reconciled within the Owner's Project Construction Budget before the Design Development phase may begin.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Consultant shall prepare, for **review by the Contractor and** approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Consultant shall submit two sets of documents to the Owner for use by the Owner's insurance carrier and all fire underwriting agencies that have an interest in the Project. If insurance requirements materially affect the construction cost of the Project, the Consultant shall notify the Owner immediately, who shall provide the final instructions or adjustments to the project budget or scope.

1.2.3 The Consultant shall submit to the Owner a further Statement of Probable Construction Cost. **The Consultant shall provide his own independent estimate review, or review, reconcile and agree with the Estimate of construction costs as developed by the Contractor, within the amount of the Owner's Project Construction Budget. This reconciliation shall provide an estimate variation not greater than 2½% between the Contractor's Estimate of Construction Costs and the Owner's Project Construction Budget. The Contractor's estimate of construction costs must be reconciled within the Owner's Project Construction Budget before the Construction Documents phase may begin.**

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Consultant shall prepare, for review by the Owner **and Contractor**, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Consultant shall obtain new computer files of the specifications' boilerplate or other Owner furnished sections from the Owner for each project. Sections from previous projects or re-edited sections shall not be used. Revisions or changes to the Documents as required by a governmental plan review authority or by the Owner's private plan review consultant shall be the responsibility of the Consultant team as part of BASIC SERVICES.

1.3.2 The Consultant shall assist the Owner **and Contractor** in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract. **Multiple bid packages may be required by the Owner and Contractor in order to meet required**

completion or installation deadlines. If the Work is to be done in phases, complete sets of bid packages shall be developed for each phase. If not contemplated as part of this original Agreement, the additional cost to provide and administer multiple bid packages will be considered as Additional Services per Paragraph 1.7.

1.3.3 The Consultant and Contractor shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Consultant shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, independent code and plan review organizations, or designated by the Owner. The Owner and Contractor will lend needed assistance and pay permit or other fees.

1.3.5 The Consultant shall submit to the Owner a final, pre-bid Statement of Probable Construction Cost.

1.3.6 The Consultant shall reconcile and agree with the Estimate of Construction Costs or Guaranteed Maximum Price (GMP) as developed by the Contractor, within the amount of the Owner's Project Construction Contract Award Price. If the estimate of construction costs as provided by the Contractor exceeds the Construction Contract Award Price of the Project as set forth in the approved Budget shown in Exhibit A, then the Consultant shall, at its sole cost and expense, revise the Drawings and Specification as may be required by Owner to reduce or modify the quality or quantity, or both, of the Work so that the total construction cost of the Project shall not exceed the total Construction Contract Award Price /GMP.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Consultant, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.4.2 The Consultant shall submit the Contract Documents to the State Fire Marshal, independent code and plan review organizations, and other government authorities having regulatory review, filling out all filing applications as necessary. The Owner will pay for all permit, and review fees. The Consultant also shall set up and attend all necessary or suggested preliminary review meetings with authorities.

1.4.3 After the Owner accepts the Construction Documents and the latest Statement of Probable Construction Cost /GMP, the Consultant shall prepare complete bid packages for the Contractor's use for each portion of the Work to be bid separately and, if the Work is done in phases, complete sets of bid packages for each phase. Such acceptance of the Construction Documents by the Owner shall not constitute approval for the adequacy of the Construction Documents and shall not relieve the Consultant of the responsibility for design deficiencies, errors, or omissions.

1.4.4 The Consultant shall provide written interpretations and clarifications of the Construction Documents, preparing and distributing to the Contractor any addenda to the Construction Documents required for the pricing of the Work. The Owner shall review all addenda prior to issue by the Consultant. No addenda shall be issued less than forty-eight hours before bids are due.

1.4.5 Provide such other reasonable assistance to the Contractor and Owner, including reviews of alternate materials, assemblies or other “Prior Approval” requests from contractors, subcontractors and suppliers.

1.4.6 If requested, assist the Owner in awarding and preparing contracts for construction.

1.4.7 If the Owner requests such advice from the Consultant, the Consultant shall advise the Owner on the selection of the Contractor and acceptability of subcontractors and material suppliers proposed by the Contractor if a pre-qualification process is used.

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the Owner's acceptance of the Contractor's Guaranteed Maximum Price (GMP), or the Notice to Proceed for the Contract for Construction if the Owner elects to proceed on a design-bid-build basis per Paragraph 3.2.5, and, together with the Consultant's obligation to provide **BASIC SERVICES** under this Agreement, will terminate when final payment to the Contractor is made, or ninety days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Consultant shall provide administration of the Contract for Construction as set forth below. The duty of the Consultant to perform Construction Phase services is neither satisfied nor affected in any respect by the presence on the site of any other agent, representative, consultant, or employee of the Owner.

1.5.3 The Consultant will be the representative of the Owner during the Construction Phase, and shall advise and consult with the Owner during construction and as is reasonable during the warranty period. Instructions to the Contractor will be forwarded through the Consultant. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.

1.5.4 The Consultant and each of his sub-consultants, as is appropriate, shall make visits to the site to observe and familiarize himself with the progress and quality of the Work and to determine whether the Work is proceeding in accordance with the Contract Documents. Based on the complexity and nature of the work and upon the stage of construction, the Consultant shall determine the frequency and duration of his site visits, including those of the sub-consultants, to make such inspections as will determine whether the Work is proceeding in accordance with the Contract Documents. The

Consultant and sub-consultants shall exercise reasonable skill and care in observing the progress and quality of the Work to determine what work should be rejected as not conforming to the Contract Documents. The Consultant shall keep the Owner informed of the progress and quality of the Work, and shall reject work that he knows does not conform to the Contract Documents, applicable codes, statutes, standards, or generally accepted standards of practice in the consultant's profession and construction industry. The Consultant shall notify the Owner and Contractor of the reasons for rejection in writing.

At a minimum, specific site observations shall be made at the times of:

1. Before foundation placement
2. Before concrete floor slab placement
3. Before backfill of underground utilities
4. At completion of rough-in of mechanical, plumbing or electrical systems
5. Before closing interior and exterior walls
6. Before installing the ceiling system
7. Punch list and review for completion of the punch list

Copies of the Consultant's field reports shall be provided to the Owner. All field reports shall contain at a minimum, independent observations and recording of a description of the work taking place at the time of the observation, weather conditions, whether the project appears to be proceeding adequately compared to the approved contract schedule, field instructions issued to the Contractor, an estimate of manpower by trade present at the time of the observation, field instructions issued to the Contractor, and any other relevant project issues specifically noted by the Consultant.

1.5.5 The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, subcontractors or any other person performing any Work, or timely performance of, or failure to, carry out the work except to the extent that the contractor's delay or failure was unjustifiably caused by the Consultant.

1.5.6 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Consultant shall recommend to the Owner the amounts due to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and within seven days of receipt, shall certify, decertify, or reject Certificates for Payment in such amounts, as provided in the Contract Documents. Within seven days after receipt of the Contractor's Payment Application, the Consultant shall specify in writing any reasons for withholding Certificates for Payment, in full or in part, as set forth in the Construction Contract and General Conditions. The Consultant shall also maintain a record of any types of encumbrances or claims made by subcontractors and suppliers and advise the Owner of such encumbrances or claims.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the Owner, based on the Consultant's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Consultant's knowledge, information and belief, the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 Within seven calendar days of receipt of a written request, notice or claim, the Consultant shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work on written request of either the Owner or the Contractor, and shall render written decisions on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Consultant shall not show partiality to either the Owner or the Contractor and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents, except that all substantive changes or interpretations shall be subject to approval of the Owner.

1.5.12 In the exercise of his responsibilities as set forth in Subparagraphs 1.5.4 and 1.5.5, if it is necessary or advisable for the implementation of the intent of the Contract Documents, the Consultant may require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Such special Inspection or Testing shall receive the Owner's written approval. The Consultant has authority to direct the Contractor to uncover portions of the Work, as provided in the Construction Contract and General Conditions.

1.5.13 The Consultant shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken within seven (7) calendar days if review is by the Prime Consultant and within ten (10) calendar days if review is by a sub-consultant to the Prime Consultant. The approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Consultant shall review and approve, or take other appropriate action, the Contractor's submitted

schedule, evaluating it in general to determine if it is both comprehensive as well as realistic for use in monitoring and evaluating construction progress.

1.5.14 The Consultant shall prepare Architectural Supplemental Instructions, Requests for Proposal, Construction Change Authorizations, Change Orders (unless the Contractor is designated to prepare these), and any other necessary documents for the project, the Owner's approval or the execution in accordance with the Contract Documents. Original computer generated or hand generated drawings shall be changed/updated to produce ASI's, RFI's and accepted proposal requests, as far as it is possible and practical. The Consultant shall have authority to approve or direct minor changes in the Work not affecting the Contract sum or Contract time that are consistent with the intent of the Contract Documents, and shall inform the Owner of such approvals or directions in writing within five days.

1.5.15 The Consultant shall review and analyze all requests for Change Orders, and Allowance and Contingency Use Authorizations including all documents offered to substantiate such requests. The Consultant shall submit timely written recommendations to the Owner and shall execute and issue recommended Authorizations and Change Orders approved by the Owner. The Consultant shall require that no changes affecting Construction cost or Contract time may be made in the Work by any person without prior written consent of the Owner.

1.5.16 If the Contractor refuses or fails to prosecute the Work, or any part thereof, with such diligence as will insure its completion within the Contract Time(s) or any extension thereof, or fails to complete the Work within the Contract Time, or refuses to correct defective Work, the Consultant shall notify the Owner immediately upon the Consultant becoming aware of the situation. The Consultant will consult with the Owner to resolve any design issues, if any, involved in the situation as well as advise the Owner of methods to resolve the situation.

1.5.17 In the event that any condition or event occurs justifying (1) stoppage of Work that cannot be resolved by action taken by the Owner or (2) default or termination of the Construction Contract for cause, the Consultant shall advise the Owner and at the Owner's direction shall deliver notice to the Contractor setting forth the alleged condition or event and demanding compliance with the Contract. Unless within seven days after receipt of such notice, such condition or event has been corrected or satisfactory arrangements for correction have been made the Consultant shall advise the Owner in writing of the Contractor's default and shall recommend either the continuation of the stoppage or termination of the Contract with the Contractor. At the Owner's direction the Consultant shall notify the Contractor and the surety of the default.

1.5.18 The Consultant and each of his sub-consultants shall provide an inspection of the work to create a punch list of all incomplete, incorrect or deficient work when requested by the contractor for Substantial Completion. The Consultant and sub-consultants shall provide a final inspection and review of the punch list following completion of items.

1.5.19 The Consultant shall conduct inspections to recommend the Dates of Substantial Completion and Final Completion to the Owner, shall arrange for a final inspection and shall determine to the best of their knowledge and professional judgment that all Work performed by Contractor is in accordance with the requirements of the Contract Documents. The Consultant shall receive, review and forward to the Owner for the Owner's review written warranties, Contractor prepared As-Built drawings and related documents required by the Contract Documents and assembled by the Contractor, and shall make a recommendation for final Certificate for Payment.

1.5.20 At final completion of the Work, but prior to final payment to the Contractor, the Consultant shall review all outstanding claims that have not been settled and shall prepare a written report outlining the background and status of such claims including the Consultant's analysis, estimated costs and recommendation regarding the ultimate disposition of each item. If any Work remains nonconforming, the Owner shall be (a) notified of the deficiencies (b) provided with the probable total cost, including additional consultant services, to correct, replace or provide the missing or defective Work in accordance with the Contract Documents, or otherwise resolve the claim, and (c) recommendation whether to correct, replace or provide the missing or defective work, or accept a credit in lieu of the Work.

1.5.21 The Consultant and the Owner shall mutually schedule an inspection of the Project to be made by the Consultant and the Owner at a time prior to one year after Substantial Completion of the Work. Following the scheduled inspection, the Consultant shall report to the Owner any observed discrepancies from the representations and warranties provided by the construction contract. This inspection and report shall be included in the BASIC SERVICES fee.

1.5.22 The extent of the duties, responsibilities and limitations of authority of the Consultant as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Consultant.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Consultant agree that more extensive representation at the site than is described in Paragraph 1.5 will be required, the Consultant shall provide one or more Project Representatives to assist in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Consultant, and the Consultant shall be compensated therefore as mutually agreed between the Owner and the Consultant as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Consultant shall endeavor to provide additional protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described in Paragraph 1.5.

1.7 ADJUSTMENTS TO COMPENSATION and ADDITIONAL SERVICES

The following Services are not included in **BASIC SERVICES** unless so identified in Article 15 or contemplated as part of the original Agreement, or may be adjustments to the Agreement. These Services shall be provided if authorized and confirmed in writing, **in advance**, by the Owner, and they shall be paid for by the Owner as provided in the Agreement, in addition to the compensation for **BASIC SERVICES**.

1.7.1 If any of the following circumstances affect the Consultant's services for the Project, the Consultant may be entitled to an appropriate adjustment in his schedule and compensation for **BASIC SERVICES**:

- 1.7.1.1** Changes in instructions or approvals given by the Owner that necessitates significant revisions in the Documents
- 1.7.1.2** Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions, previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Consultant.
- 1.7.1.3** Decisions of the Owner not rendered in a timely manner that significantly increase the cost or time of the Consultant
- 1.7.1.4** Significant changes in the Project including, but not limited to changes in original Program, project size (in s.f.), quality, complexity, Owner's schedule or budget, or procurement method. Fee adjustment for project size or budget adjustments will be considered only if there is a parallel change in programmatic content that creates the size or budget adjustment.
- 1.7.1.5** Significant failure of performance on the part of the Owner, the Owner's consultants or the Owner's contractor
- 1.7.1.6** Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is a party thereto

1.7.2 If any of the following circumstances affect the Consultant's services for the Project, the Consultant may be entitled to an appropriate adjustment in his schedule and compensation for **Additional Services**:

- 1.7.2.1** Providing analyses of the Owner's needs, and programming the requirements of the Project beyond normal completion of programming based upon the Owner's Education Specifications.
- 1.7.2.2** Providing financial feasibility or other special studies

- 1.7.2.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project
- 1.7.2.4 Providing services relative to future facilities, systems and equipment that are not intended to be constructed during the Construction Phase
- 1.7.2.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner. **Basic inspection, review and inventory of the existing building systems shall be included within the BASIC SERVICES fee.**
- 1.7.2.6 The additional direct cost only associated with preparing complete document sets for separate or phased construction, or separate bid packages
- 1.7.2.7 Preparing documents or providing coordination of Work performed by separate contractors or by the Owner's own forces
- 1.7.2.8 Providing services in connection with separate consultants retained by the Owner.
- 1.7.2.9 Providing detailed analyses of owning and operating costs, or detailed quantity surveys or detailed inventories of material, equipment and labor.
- 1.7.2.10 Providing design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment, unless contemplated as part of the original Agreement. **Coordination with furniture, fixtures, or equipment, including provision for and location of proper utility connections is considered part of the Consultant's BASIC SERVICES.**
- 1.7.2.11 Providing services for planning tenant or rental spaces
- 1.7.2.12 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders requiring significant cost or time by the Consultant or sub-consultants, provided such Change Orders are required by causes not solely within the control of, or due to errors or omissions by, the Consultant.
- 1.7.2.13 Making investigations, surveys, valuations inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner

- 1.7.2.14 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- 1.7.2.15 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the Contractor under the Contract for Construction unless contributed to by errors or omissions of the Consultant.
- 1.7.2.16 Providing the Owner with a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Consultant.
- 1.7.2.17 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation **≤ except water and flow test and balance, ≤ and equipment commissioning to assure proper operation, which are to be included as an Additional Service in the basic contract. ≤**
- 1.7.2.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than ninety days after the Date of Substantial Completion of the Work unless that service is a result of errors or omissions in the Consultant's documents.
- 1.7.2.19 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project, including "Special Inspection" by the structural or electrical engineer based upon code or Building Authority requirements, as further defined in Article 15.
- 1.7.2.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consultant or contractor practice.
- 1.7.2.21 Additional substantiated cost due to conversion of the Construction Manager at Risk agreement to a design-bid-build project delivery, per Paragraph 1.0.9.

1.8 TIME

1.8.1 The Consultant shall perform Basic and Additional Services as expeditiously as is consistent with professional skill, care and the orderly progress of the Work per the schedule shown in Exhibit B **and the master and milestone schedules as developed by the Contractor and agreed to by the Owner, Consultant and Contractor.** Upon request of the Owner, the Consultant shall submit a schedule for the performance of the

Consultant's services for the Owner's approval. This schedule may be amended by mutual consent with the Consultant as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Consultant.

1.9 INSURANCE

1.9.1 GENERAL CLAUSES

Without limiting any of their obligations or liabilities, the Consultant, at Consultant's own expense, shall purchase and maintain for the duration of this Contract the hereafter stipulated minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Consultant, its agents, representatives, employees, or sub-consultants. Such insurance shall be with companies duly licensed or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the Maricopa County Community College District (Owner). Each insurer shall have a current Best rating of not less than A:VII. Use of alternative insurers requires prior approval of the Owner. Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates of insurance and endorsements evidencing insurance maintained at levels required herein for each sub-consultant. All coverages for sub-consultants shall be subject to all of the insurance requirements stated herein.

1.9.2 The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Maricopa County Community College District ("Owner"), its agents, representatives, officers, directors, officials, employees, volunteers, and consultants as Additional Insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any insurance coverage carried by the entity or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

1.9.3 The Owner and Consultant waive all rights against (1) each other and any of their sub-consultants, sub-sub-consultants, agents, and employees, each of the other, and (2) the Consultant, Consultant's sub-consultants, separate Consultants described in Article 6, if any, and any of their sub-consultants, sub-sub-consultants, agents and employees, for damages caused by fire or other perils to the extent covered by Builder's Risk insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Maricopa County Community College District or Consultant as fiduciary. The Maricopa County Community College District or Consultant, as appropriate, shall require of the Consultant, Consultant's sub-consultants, separate Consultants, if any, and the sub-consultants, sub-sub-consultants, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement. A waiver of subrogation shall be effective as to a person or entity even

though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The coverages shall contain no special limitations on the scope of protection afforded to Maricopa County Community College District, its agents, representatives, officers, directors, officials, employees, and volunteers.

1.9.4 All insurance policies required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract upon which the Owner may immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by Consultant to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Consultant from the Owner. Costs for coverages maintained by Consultant in excess of those required shall not be charged to the Owner without prior written approval of Owner.

1.9.5 The Consultant's insurance shall be primary insurance as respects the Owner, and any insurance or self insurance maintained by the Owner shall be excess of the Consultant's and shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the Owner. Notwithstanding the above, if any insurance required of the Consultant is uncollectable, insufficient or inadequate to satisfy any loss or damage filed against Owner, the Consultant's legal liability is not limited by the insurance required herein.

1.9.6 The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Owner under such policies. The Consultant shall be solely responsible for deductibles and/or self-insured retentions and the Owner, at its option, may require the Consultant to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. (However, evidence of qualified self-insured status will satisfy this agreement.) The insurance policies that contain deductibles or self-insured retentions in excess of \$100,000 per occurrence shall not be acceptable without the prior approval of the Owner.

1.9.7 The Owner reserves the right to request and to receive, within 10 working days, complete certified copies of any or all of the policies and/or endorsements. The Owner shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed waiver of, the Owner's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

1.9.8 At the execution of this Contract, Consultant shall furnish the Owner's Risk Manager with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the

required coverages, conditions, and limits required by this Contract are in full force and effect. Such Certificates and endorsements shall identify the Contract or Project. Each insurance policy required by this Contract shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner's Risk Manager. Such notice shall be sent directly to:

Ren Carlson, Buyer
Purchasing Department
Maricopa County Community College District
2411 W. 14th Street
Tempe, AZ 85281.

1.9.9 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Owner before work commences. In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If a policy expires during the life of the Contract, a renewal certificate must be sent to the Owner thirty (30) days prior to the expiration date.

1.9.10 Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach upon which the Owner may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums, and all monies paid by the Owner shall be repaid by Consultant to the Owner upon demand, or the Owner may offset the cost of premiums against any monies due to Consultant.

1.9.11 Required coverages may be modified by an amendment to the Contract Documents.

1.9.12 REQUIRED COVERAGES

1.9.12.1 Commercial General Liability

A. Consultant shall maintain Commercial General Liability insurance with an unimpaired limit of liability of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products and Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The general aggregate limit shall apply separately to the Work under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude XCU.

B. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party over claims.

1.9.12.2 Automobile Liability

Consultant shall maintain Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's Work. Coverage will be at least as broad as coverage code 1, "any auto." Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident combined single limits for bodily injury and property damage shall apply.

1.9.12.3 Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Consultant's employees engaged in the performance of the Work, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Consultant will require each sub-consultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Consultant.

1.9.12.4 Professional Liability

The Consultant shall maintain Professional Liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Contract and any deductible not to exceed \$50,000 each claim.

1.9.12.5 Network Security and Privacy Liability

The Consultant shall maintain Network Security and Privacy Liability coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including PCI fines), penalties assessed by regulator, and defense costs) with limit of not less than \$2 million per claim/\$2 million aggregate.

1.10 PROJECT BUDGET

1.10.1 Whenever it appears that the construction cost will exceed the Owner's Project Budget specified in Exhibit A, the Consultant **and Contractor** will promptly notify the

Owner, who may order the project to be held in abeyance until the differences, scope or criteria are resolved and such changes as may be required are executed.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including an Education Specification, which shall set forth in general, the Owner's project objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 The Owner's statement of funds available for Project and their sources is specified in Exhibit A. The Owner will not make significant changes to the budget without notifying the Consultant. Budget changes may not necessarily be accompanied by or be the result of changes in the Project scope or quality.

2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative may examine the documents submitted by the Consultant and promptly render decisions or opinions pertaining to them to avoid unreasonable delay in the progress of the Consultant's services.

2.4 The Owner shall furnish a legal description and a land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to adjacent existing buildings, other improvements and trees. Also to be included will be full information, to the best of the Owner's knowledge, concerning location, available service and utility lines both public and private, above and below grade including inverts and depths. If so indicated in Exhibit C, the Owner may request that the Consultant provide the land survey as an Additional Service. Where location or capacity of utilities is critical to the Work, field verification shall become a part of this Agreement.

2.

2.5 The Owner shall furnish the services of geo-technical engineers when these services are deemed necessary by the Consultant or Owner. Such services may include test borings, 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, with reports and appropriate professional recommendations. All other special engineers or sub-consultants deemed necessary by the Consultant and agreed to by the Owner will be added to this contract. At the Owner's option, the Consultant will include these services in his contract as Additional Services and will have his fee adjusted for these services.

2.6 The Owner shall furnish, or direct the Consultant to furnish, special structural, mechanical, material and other laboratory tests, inspections and reports as required by law, building or safety codes, the Contract Documents, or as necessary to assure compliance with Contract Document's requirements.

2.7 The Owner may provide plan review services of final Construction Documents, in addition to that required by the State Fire Marshall in addition to those required of the Consultant. These services will be retained and paid for by the Owner.

2.8 The Owner also may solicit, obtain and pay for an additional, independent confirming cost estimate prior to the release of the documents for **final pricing by the Contractor**. Differences between the two estimates are to be reconciled between the **Contractor**, Consultant and the Owner's cost consultant, and necessary adjustments made to the Contract Documents, prior to **obtaining a Guaranteed Maximum Price from the Contractor**.

2.9 The Owner will furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.10 The services, information, surveys and reports required of the Owner by this Section shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely reasonably upon the accuracy and completeness thereof.

2.11 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, the Owner shall give the Consultant prompt written notice. This responsibility shall not affect the Consultant's responsibilities as set forth in Section 1.5.

2.12 The Owner shall furnish required information and services, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services and the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 **During the Pre-Construction Phase of the Project**, the Construction Cost shall be the total cost, or estimated cost, to the Owner of all elements of the Project designed or specified by the Consultant and his sub-consultants, including the cost of all labor, materials and services necessary to construct a functional facility described by the Owner's Program, and including all fixed equipment, related site improvements and utility services to the Project. Also to be included in the Construction Cost shall be all moveable equipment, furniture or fixtures proposed to be included by the Contractor within the Work. **During the Construction Phase of the Project, "Construction Cost" is the Guaranteed Maximum Price (GMP) for Work within the construction budget received from**

a Construction Manager. If the Construction Manager agreement is terminated per Paragraph 3.2.5, Construction Cost is the lowest bona fide bid received from a qualified bidder. This shall not exceed the Construction Contract Award Price (CCAP) shown in Exhibit A.

3.1.2 The CCAP does not include any consultant fees, testing, surveys, Owner held construction contingencies, or movable furnishings and equipment, unless specifically designated to be included in the general construction bid package.

3.1.3 The Construction Cost shall include the Owner's cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Consultant and his sub-consultants for inclusion in the Work.

3.1.4 Construction Cost does not include the compensation of the Consultant and the Consultant's sub-consultants, any Pre-Construction Phase fees and costs of the Contractor, the cost of the land, right-of-way, the cost of remediation or abatement of hazardous materials (unless this specifically is included as part of the Consultant's work), or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project Budget, statements of probable Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's professional judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget proposed, established or approved by the Owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by the Consultant. At each stage of the Pre-Construction Phase, the Consultant may elect to produce his own estimate or may use the estimate prepared by the Contractor and review it to assure the Owner of the completeness and reasonable accuracy.

3.2.2 All work to be designed by the Consultant at each phase of the **BASIC SERVICES** shall be within the Owner's written construction budget, Contractor Guaranteed Maximum Price, or Construction Contract Award Price (CCAP) shown in Exhibit A, and subsequent revisions approved in writing by the Owner. In the event that any corresponding estimate of construction costs prepared by the Consultant, or independently through the Owner, or by the Contractor exceeds the budget amount by the percentages shown in Paragraphs 1.1.6, 1.2.3 and 1.3.6 or is in excess of the said Budget, the Consultant shall revise, at his own cost and expense, and in cooperation with the Contractor, all or any part of the Drawings and Specifications of the Project that the Owner requires, subject to the written approval by the Owner. When an Owner provided cost estimate conflicts with that provided by the Consultant or Contractor, the Consultant, Contractor and Owner's cost estimator shall resolve the differences and the

Consultant shall make any changes required by this contract, prior to proceeding to the next design phase, release of documents for bidding **pricing or construction, or the Owner's acceptance of the Contractor's GMP**.

3.2.3 No fixed sum of Construction Contract Award Price (CCAP) shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project Budget, unless such fixed sum has been agreed upon in writing and is shown as Exhibit A or an amendment to this contract. If such a fixed sum has been established, the Consultant shall be permitted to include contingencies for design, **pricing by the Contractor** and price escalation, to determine in consultation with the Owner **and the Contractor** what materials, equipment, component systems and types of construction are to be included in the Contract Documents, **and work with the Contractor** to make reasonable adjustments in the scope of the Project, or include additive bid alternates subject to Owner approval. Changes to such items, adjustments, or inability to accept bid alternates shall not render the project unusable or over budget. All such items or adjustments shall be approved by the Owner **and be acceptable to the Contractor**. Any fixed CCAP shall be adjusted by the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.4 **If a Guaranteed Maximum Price (GMP) has not been accepted by the Owner** within three months after the Consultant submits the Construction Documents to the Owner, any project budget or fixed CCAP may be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.5 If a Project budget or fixed CCAP, or adjusted as provided above, is exceeded by the **GMP**, the Owner shall (1) give written approval of an increase in such fixed sum, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) terminate this Agreement in accordance with Paragraph 10 if the Project is abandoned, (4) cooperate in revising the Project scope and quality as required to reduce the construction cost **or (5) terminate the Owner-Contractor Manager at Risk Agreement and proceed with the Work on a design-bid-build basis**. In the case of option (4), provided a fixed CCAP has been established as a condition of this Agreement, the Consultant, without additional charge, shall modify the Drawings and Specifications per Paragraph 3.2.2. The Consultant shall provide a revised design schedule that is acceptable to the Owner within 14 calendar days from the rejection of the **GMP**.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Consultant's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. Direct Personnel Expense shall not include any charges for personnel bonuses, employee training, employee morale programs or principal bonuses. Direct Personnel Expense shall

include actual cost of worker's compensation insurance net of premium discounts, dividends and rebates, but shall not include general liability, auto liability, or professional liability insurance.

4.2 Any payroll burden related costs to be reimbursed that are not required by law shall be subject to advance written approval by Owner in order to be considered Direct Personnel Expenses. Upon Owner request, the Consultant will submit a detailed breakdown of all such payroll burden costs along with a representation as to how the proposed actual billable cost will be computed. Such information would be reviewed and approved in writing by Owner before Consultant may include such items as Direct Personnel Expense. All such payroll burden costs shall be billable as Direct Personnel Expense at actual verifiable cost subject to provisional maximums agreed upon in writing in advance by both parties. Those fringe benefit items not approved in writing by Owner will be considered as non-reimbursable overhead cost.

4.3 When computing Direct Personnel Expense, proper consideration shall be given to annual limitations on wages subject to such payroll taxes and the worker's applicable percentage of annual wages attributable to this project.

ARTICLE 5

REIMBURSABLE EXPENSES

*All services and supplies for the Consultant and his sub-consultants are to be included in the **BASIC SERVICES** fee, except as noted below or as specifically identified in writing in advance of being incurred. The Consultant will submit documentation, satisfactory to the Owner, to support all reimbursable expenses including time sheets for actual time billed, and copies of invoices or checks to substantiate actual payment amounts. Such documentation shall be submitted on a timely basis, attached to the Consultant's regular billing.*

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures.

5.2 Reimbursable Expenses may include:

5.2.1 Expenses of air and local transportation, meals and hotel expenses in connection with out-of-town travel made by the Consultant and the Consultant's employees and sub-consultants in the interest of the Project. These expenses, and related rules for other travel expenditures, shall not exceed prevailing rates applicable to State employees as listed in the State of Arizona General Accounting Office information (<https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20161001.pdf>, Maximum Mileage, Lodging and Meal Reimbursements). Airfare for out of town travel will not exceed the average coach airfare provided by a range of major air carriers for the same route and travel arrangements. Where travel and out-of-town costs are for a common trip in which the Consultant or sub-consultant supports more than the District's Project, the costs shall be apportioned between all of the projects and Owners. All proposed out of town travel and related expenses shall be approved in advance by the Owner, whether for the prime

consultant or sub-consultants. There is no reimbursement for meals or other travel related expenses (except airport parking) in a town where the person is based. Per the General Accounting Office requirements, NO mark-up is allowed for any reimbursable expenses covered by the requirements of this paragraph.

5.2.2 Fees paid for securing approval of authorities having jurisdiction over the Project.

5.2.3 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, including documents for submittals, including Owner reviews, and those required in Exhibit C. Reproductions for the office use of the Consultant and the Consultant's sub-consultants shall be included in the **BASIC SERVICES** Fee.

5.2.4 Expense of data processing (excluding computer aided drafting and plotting which is to be included in **BASIC SERVICES**) and photographic production techniques when used in connection with Additional Services.

5.2.5 If authorized in advance by the Owner, the expense of overtime work requiring higher than regular labor rates to meet schedule changes or other specific requests by the Owner. Overtime wages paid to salaried personnel will be reimbursed at the actual rate of overtime paid to, or benefits, taxes, etc., paid on behalf of, the individual. No additional charges for additional or overtime hours will be allowed if the individual is not actually paid the overtime premium or is not compensated for the additional time.

5.2.6 Expense of renderings, models and mock-ups requested by the Owner.

5.2.7 Expense of any additional insurance coverage of limits, including professional liability insurance, requested by the Owner in amount shown in Paragraph 1.9 or that normally carried by the Consultant and the sub-consultants whichever is greater unless different limits of insurance coverage are provided for in Article 15.

5.2.8 Expenses related to detailed studies relating to solar energy or energy conservation required in addition to that shown in Paragraphs 1.06 and 1.07.

5.3 In the event the project is terminated prior to completion, the Consultant shall be reimbursed his actual expenses incurred to date and approved by the Owner, times the multiple shown in Paragraph 14.4.

ARTICLE 6

PAYMENTS TO THE CONSULTANT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 Payments for BASIC SERVICES and Reimbursable Expenses as defined in Article 15 shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended by more than ninety days after the date of Substantial Completion of the Work through no fault of the Consultant, compensation for any BASIC SERVICES required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.3 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.1.2, based on (1) the **GMP** or, (2) if no such bid or proposal is received, the most recent Statement of probable construction cost or detailed estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Consultant's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 15 shall be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred, with supporting information attached.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Consultant's compensation on account of penalty or liquidated damages withheld from payments to contractors other than those for which the Consultant is held legally liable.

6.3.2 The Owner reserves the right to withhold funds from the Consultant's progress payments up to the amount equal to the claims the Owner has formally notified the Consultant, until such time a settlement or dismissal of those claims has been reached.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than one hundred eighty days, the Consultant shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than one hundred eighty days, the Consultant's compensation shall be equitably adjusted.

ARTICLE 7

CONSULTANT'S ACCOUNTING RECORDS

7.1 Pursuant to Arizona Revised Statutes Section 35-214, the Consultant shall retain and require all consultants to retain, for inspection and audit by the Owner all books, accounts, reports, files and other records relating to the performance of this

contract for a period of five years after its completion. Upon request by the Owner, a legible copy or the originals of all such records shall be produced by the Consultant at the address designated by the Owner.

7.2 Such records subject to audit also shall include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

7.3 The Owner or its designee shall be entitled to audit all of the related or applicable Consultant's records and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this Article throughout the term of this contract and for a period of three years after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 All Work products (electronically or manually generated) including but not limited to plans, drawings, specifications, cost estimates, tracings, studies, design analyses, original drawings, and computer aided drafting and design (CAD/D) file records that reflect all final drawings and other related documents and that are prepared in the performance of this Agreement (collectively referred to as the "Documents") are to be and remain the property of the Owner. Any Documents or copies of Documents requested by the Owner are to be delivered to the Owner before the final payment is made to the Consultant. If these Documents are later altered, modified or adapted without the written consent of the Consultant, which consent the Consultant shall not unreasonably withhold, the Owner agrees to indemnify and hold the Consultant harmless to the extent permitted by law from the legal liability arising from the Owner's alteration, modification or adaptation of the Documents, or from the Owner permitting or allowing others to alter, modify or adapt the Documents. The Documents are prepared by the Consultant solely for the use in the Project described in this Agreement and the Consultant makes no representation or warranty of any sort concerning their suitability for use or in connection with any other project.

8.2 The copyrights, patents trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Consultant, its sub-consultants or personnel during the course of performing this Agreement or arising out of the project shall belong to the Consultant.

8.3 With this Agreement, the Consultant and its sub-consultants hereby grant a license to the Owner, its agents, employees and representatives for an indefinite period of

time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works. In the event that the derivative works require the Owner to alter or modify the Documents, then the provisions of 8.1 shall apply.

8.4 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of either the Owner's or the Consultant's rights.

8.5 Upon request by the Contractor, the Consultant will provide electronic files for use by the Contractor in shop drawings, submittals, and As-Builts. The Consultant is allowed and encouraged to modify the files and take other safeguards as the Consultant feels is necessary to protect his and the Owner's related liability, including removing professional seals, requiring written releases of liability, or other terms and conditions for the use of the documents, from the Contractor. The Consultant may charge his actual cost plus mark-ups to make the modifications and prepare the documents or files to the Contractor.

ARTICLE 9

DISPUTES

9.1 Any claim or dispute between the Consultant and the Owner arising out of or relating to this Contract, which has not been resolved in a manner acceptable to both the Consultant and the Owner shall be resolved pursuant to the Maricopa County Community College District Purchasing Procedures Manual, Section 902, "Contract Claims and Dispute Resolution" (<http://www.maricopa.edu/purchasing/pmanual/902.htm>).

9.2 The parties agree that the Claims Procedures and Legal Remedies set forth or identified in this Article shall be the exclusive means for resolving disputes arising under the Contract. Consultant acknowledges and understands that it must follow this process before instituting any judicial proceeding and that all opinions and decisions reached prior to any suit, along with their reasoning, shall become part of the legal record of any judicial proceeding.

9.3 No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court for Maricopa County. The procedures described in Paragraphs 9.1 and 9.2 for resolving claims shall be exhausted before any lawsuit may be filed.

9.4 Nothing in this Contract shall be construed to waive the requirements of Arizona Revised Statutes Sections 12-820 (ACTIONS AGAINST PUBLIC ENTITIES OR PUBLIC EMPLOYEES) et seq. The Contractor shall file any notice of claim under this Contract within the time limits and in the manner specified in Arizona Revised Statutes Section 12-821.01 (AUTHORIZATION OF CLAIM AGAINST PUBLIC ENTITY OR PUBLIC EMPLOYEE).

9.5 Unless otherwise agreed in writing, the Consultant shall carry on the Work and maintain its progress during the resolution of any claim or controversy and the Owner shall continue to make payments that are due and owing to the Consultant, and not in dispute, in accordance with this Contract.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 The Owner may terminate this Agreement upon at least seven days' written notice to the Consultant in the event that the Project is placed on hold or permanently abandoned.

10.3 In the event of termination that is not the fault of the Consultant, the Consultant shall be compensated for all services and reimbursable expenses properly performed on the Project and accepted by the Owner prior to termination date, together with Reimbursable Expenses times the multiple shown in Paragraph 14.4 then due. In the event this Agreement is terminated before the Consultant's services under this Agreement are completed, the Owner may take over the services to be done under this Agreement and prosecute the services to completion by contract or otherwise.

10.4 The Owner may cancel this Agreement without penalty or further obligation pursuant to Arizona Revised Statutes Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Owner is, or becomes, an employee of or consultant to the Prime Consultant with respect to the subject matter of this Agreement, at any time while the Agreement or any extension of the Agreement is in effect. Such cancellation shall be effective when written notice from the District Chancellor or Governing Board is received by the Consultant, unless the notice specifies a later time.

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

10.6 Each payment obligation of the Owner created by this Agreement is conditioned upon the availability of funds that are allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of the Consultant's services, the Owner may terminate this Agreement at the end of the period for which funds are available. The Owner shall notify the Consultant at the earliest possible time if the Consultant's services will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. This provision shall not be construed so as to permit the Owner to

terminate this Agreement solely in order to acquire similar services from another architect or engineer.

10.7 As of the termination date, all Drawings, Specifications, calculations, reports and other design, bidding or construction administration documents shall be provided to the Owner by the Consultant.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, Arizona law shall govern this Agreement.

11.2 The prevailing party in any litigation arising out of this Agreement shall be entitled to recover attorneys' fees and other reasonable, substantiated costs associated with the litigation from the other party based upon the reasonable hourly rate for attorneys with similar experience in the community, provided however this paragraph shall not apply to administrative dispute resolution proceedings. The court, not a jury, shall determine and award such costs.

11.3 Terms in this Agreement shall have the same meaning as those in District's version of A.I.A. Document A201, General Conditions of the Contract for Construction, (http://www.maricopa.edu/facilitiesplanning/docs/A201_Gen_Cond_of_Const.pdf).

11.4 The Consultant and its sub-consultants shall seal all plans, works, and deliverables prepared by them for this Agreement as required by State law or regulation.

11.5 For all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment unless the Statute of Limitations is tolled; however, the statute of limitations shall not be tolled if the non-defaulting party knew or, by the exercise of reasonable diligence, should have known of the act or failure to act.

11.6 The Owner and the Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of A.I.A. Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Consultant each shall require appropriate similar waivers from their contractors, consultants and agents.

11.7 The Consultant shall defend, indemnify and hold harmless the Owner from all liability for damages, and costs for the Consultant's negligent performance including all liability that may arise from the use of proprietary specifications in documents prepared by the Consultant.

11.8 The Consultant shall defend, indemnify, and hold the Owner, its officers, agents and employees, harmless from all liens, suits, claims, demands, obligations, and liability to the extent of any tortious acts or omissions of the Consultant, and any of its consultants, agents, officers or employees arising from torts or the Consultant's breach of this Agreement. In no case shall the Consultant be liable for claims, expenses, loss or damage to the extent of any tortious acts or omissions of the Owner, and any of its contractors, agents, officers or employees arising from torts or the Owner's breach of this Agreement.

11.9 The Consultant shall comply with Arizona Revised Statutes Title 41, Chapter 9, Article 4, and Executive Order 75-5, which relate to nondiscrimination against any employee because of race, religion, color, sex, sexual preference or national origin.

11.10 The Consultant agrees to comply with the Immigration Reform and Control Act (I.R.C.A.) of 1986, in performing under this Agreement and to permit Owner inspection of his personnel records to verify such compliance.

11.11 Per the Maricopa Community College District Purchasing Procedures Manual, *Section 401: Specifications*, no direct or indirect benefit is to be realized by the Prime Consultant or his sub-consultants, from the Owner using any organizations or firms, or purchasing any products specified in the Contract Documents. (<http://www.maricopa.edu/purchasing/pmanual/401.htm>)

11.12 Legal Worker Requirements: As mandated by Arizona Revised Statutes § 41-4401, MCCCDC is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An "employer" is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State. (See A.R.S. §23-211-4.) Therefore, in signing or performing any contract for MCCCDC, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the contract; and
- C. MCCCDC or its designee is authorized by law to randomly inspect the records relating to an employee of the Contractor or any of its subcontractors who works on the contract to ensure compliance with the warranty made in Paragraph A above.

11.13 Sudan and Iran Requirements: Pursuant to Arizona Revised Statutes § 35-391.06(A) and § 35-393.06(B), every Consultant must certify that it does not have “scrutinized” business operations in either Sudan or Iran, as that term is defined in Arizona Revised Statutes § 35-391.(15) and § 35-393(12) respectively.

11.14 As used in the Contract, Data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Consultant in the performance of this Agreement. The Consultant shall maintain the confidentiality of all Data specifically designated as confidential by the Owner. The Consultant shall also require of the Consultant's sub-consultants similar agreements to maintain that type of Data. The parties agree that all Data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with the Consultant's performance of this Project is proprietary information belonging to the Owner. The Consultant shall not use the Data for any purposes except to perform the services required under this Contract.

11.15 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant at least seven days prior to the requested dates of execution. The Consultant shall not be required to execute certificates that would require knowledge, services or responsibilities beyond this Agreement or commonly expected knowledge of a design professional in a similar situation and locality.

11.16 The Consultant shall have the right to include photographic or artistic representations of the design of this Project among the Consultant's promotional and professional materials with the prior written approval of the Owner. The Consultant will be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include Owner's confidential or proprietary information per Paragraph 11.11 or as otherwise determined by the Owner. The Owner will provide professional credit for the Consultant in the Owner's materials where appropriate.

11.17 The Consultant will specify fault free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of this Contract. Fault free performance for Y2K compliance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user.

11.18 Tobacco free facilities. The Maricopa County Community College District is dedicated to providing a healthy, comfortable, and educationally productive environment for students, employees, and visitors. In order to promote a healthy learning and work environment, the Maricopa County Community College District will become a total smoke free and tobacco free environment, effective July 1, 2012. Smoking (including the use of “e-cigs”) or using tobacco products anywhere within the District's property is strictly

prohibited. This includes all indoor areas and outdoor areas, such as parking lots (including inside vehicles in the parking lots), sports fields and sidewalks, and includes construction sites under the Contractor's control. Consultant shall be responsible for advising its officers, employees, subcontractors, suppliers and any other parties (Project Personnel) who come onto District property that they may not smoke or use tobacco products anywhere on Owner's property. Consultant's failure to advise Project Personnel of the prohibition or failure to address violations of the prohibition will result in corrective action, which may include directing the removal of Project Personnel from the project. A consistent violation of the prohibition may result in a suspension of Consultant from competing for other District projects.

11.19 Security for Owner's Sensitive Information

The Owner takes important steps to protect Sensitive Information, by treating Sensitive Information as confidential and encouraging the Owner's employees and agents to take care in handling Sensitive Information. The Owner limits access to Sensitive Information to those who need it to perform their jobs. Few, if any, consultants, sub-consultants, contractors, subcontractors and/or their agents (Persons of Interest, "POI's") will have the need to have access to Sensitive Data or the Owner's information technology systems. The Owner's external service providers also must protect Sensitive Information, and use it to meet only the Owner's business needs. The Owner takes steps to protect its computer systems and Sensitive Information from unauthorized access¹ and works diligently to comply with applicable information security, data privacy and related laws, rules and regulations.

Access may be achieved through direct physical connection into the Owner's technology infrastructure and/or equipment through cabling and/or other direct physical connection, Personal Devices, and/or other District owned or operated networks. Access also may be achieved through indirect access to the Owner's technology infrastructure, equipment and/or data through remote electronic access, such as the Internet, unsecured/public Wi-Fi networks provided by the Owner, or networks not owned and/or operated by the Owner.

PIO's and other individuals that will require access to the Owner's technology systems, either through direct physical connection or indirect access, and/or have access to Sensitive Information, will be required to undergo significant screening, reviews and training to assure the security and privacy of the Owner's systems and information, as well as provide additional cyber-security insurance.

Definitions

Confidential Information (including Owner data): Any and all information and data whose collection, disclosure, protection, and disposition is governed by federal, state, local or international law or regulation, but does not include (i) information and data that are already known by the receiving party, (ii) information and data that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information and data that become known to the receiving party from a source other than

¹ Unauthorized access to Owner's information technology systems and/or Sensitive Information includes incidental and/or unintended exposure and/or possession of, Sensitive Information, to and/or by an individual, due to their presence at an Owner location. Personnel and POIs, for example, may be inadvertently exposed to hardcopy and electronically formatted Sensitive Information that suffered improper disposal or was left unprotected in plain view in offices or other areas where the individual is visiting and/or working.

the disclosing party on a non-confidential basis. This information and data include, but are not limited to, Social Security Numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding college employees, personal health information (as defined by the Healthcare Information Protection Accountability Act) and other personally identifiable information protected by law or regulation.

Portable Devices: Include, but are not limited to, CDs, DVDs, eReaders, external hard drives, Google Glasses, laptops, memory sticks, smart phones, tablets, thumb drives, and USB drives

Sensitive Information: Information that is so deemed under applicable law. Personally identifiable information, personally identifiable education records, individually identifiable health information, personally identifiable financial information and payment card information are examples of Owner Sensitive Information covered under the Arizona Revised Statutes (ARS), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm–Leach–Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

Applicable Administrative Regulations and Contact Information

4.4 Technology Resource Standards

<https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.4-technology-resource-standards>

4.22 Statement on Privacy

<https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.22-statement-on-privacy>

4.23 Written Information Security Program

<https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.23-written-information-security-program>

Safe harbor:

If the Consultant, its employees, and/or any tier of Consultant's agent(s) in the performance of this Contract hosts or maintains MCCCDC Confidential Information on its technology, Consultant warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.

Contact for POI review and related questions:

Willa F. Morgan, Esq.
Chief Privacy Officer and Assistant General Counsel
Maricopa County Community College District
2411 W. 14th Street
Tempe, Arizona 85014
(480) 731-8418
willa.morgan@domail.maricopa.edu

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other. The Owner will not unreasonably withhold their consent to any requested use of an identified consultant or sub-consultant that the Consultant may suggest or select. The Owner retains the right to object to unsatisfactory assignments or sub-consultants and request that the Consultant propose an alternate selection.

ARTICLE 13

EXTENT OF AGREEMENT

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

ARTICLE 14

BASIS OF COMPENSATION

14.1 BASIC COMPENSATION

14.1.1 FOR BASIC SERVICES (*including basic architectural, structural engineering, landscape architecture including landscape irrigation, mechanical and plumbing engineering, electrical engineering, and civil engineering*), as described in Paragraphs 1.0 through 1.6 shall be computed as follows:

Lump sum _____ (\$ _____).

Hourly billing rates shall be per the schedule attached to this Agreement.

14.1.2 Where compensation is based on a Stipulated Sum or percentage of Construction Cost, payments for **BASIC SERVICES** for the Consultant and primary sub-consultants shall be made as provided in Article 6, so the Basic Compensation for each Phase shall equal the following:

Program Phase:	Five Percent (5%)
Schematic Design Phase:	Ten percent (10%)
Design Development Phase:	Twenty percent (20%)
Construction Documents Phase:	Forty percent (40%)
Bidding or Negotiation Phase:	Five percent (5%)
Construction Administration Phase:	Twenty percent (20%)

Payment to minor sub-consultants whose work proceeds or completes in substantially different timing than the remainder of the Consultants, may be made upon actual billing by other mutually agreed upon schedule.

14.2 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.3 COMPENSATION FOR ADDITIONAL SERVICES

14.3.1 FOR ADDITIONAL SERVICES OF THE CONSULTANT, as described in Paragraph 1.7, and any other services included in Article 15 as part of **Additional Services**, identified after the start of the Work, compensation shall be computed on a lump sum basis to be negotiated and agreed upon by both parties to the contract prior to start of additional services. **ADDITIONAL SERVICES** and other Work listed in Paragraph 15.10 shall be billed at actual value with no multiple or mark-up added.

14.4 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a maximum multiple of **1.10** times the amounts expended by the Consultant and sub-consultants in the interest of the Project, except those expenses excluded by General Accounting Office policy noted in paragraph 5.2.1. No additional mark-up shall be allowed on sub-consultant reimbursable expenses.

14.5 Approved **PAYMENTS** due the Consultant which have not been paid within thirty days shall bear interest at the rate of 10% per annum, or other amount specified by Arizona Revised Statutes 44-1201, beginning on the 31st day following the due date.

14.6 If the scope of the Project or of the Consultant's services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7 If the services covered by this Agreement have not been completed within ninety days beyond the final completion date shown in Exhibit B, through no fault of the Consultant, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15

OTHER CONDITIONS OR SERVICES

15.1 The following are included in the Agreement:

- (a) Exhibit A --- DESIGN, CONSTRUCTION AND EQUIPMENT BUDGET
- (b) Exhibit B --- CRITICAL DATE SCHEDULE
- (c) Exhibit C --- MINIMUM REQUIREMENTS FOR **PROGRAMMING PHASE**, SCHEMATIC PHASE DOCUMENTS, DESIGN

DEVELOPMENT PHASE DOCUMENTS, CONSTRUCTION
DOCUMENT PHASE SUBMITTALS, and CLOSE-OUT PHASES

- (d) Exhibit D --- EDUCATION SPECIFICATION DATED <>, incorporated by reference.
- (e) Exhibit E --- CONSULTANT'S PROPOSAL DATED <_____> and revised <_____>.
- (f) (Not Used)
- (g) Exhibit G -- ADDITIONAL CONSULTANT REQUIREMENTS WHEN THE OWNER USES CONSTRUCTION MANAGER at RISK PROJECT DELIVERY

15.2 Owner agrees to furnish under separate contract, the services of a geo-technical engineer per Article 2.

15.3 Consultant agrees to provide within his **BASIC SERVICES** costs printing, copying of reproducibles required to be submitted in Exhibit C, and those required for his in-house and consultant printing/copying. Owner agrees to pay for printing and copying of Contract Documents for bid and construction, plus any other printing specifically requested by the Owner in addition to items noted above.

15.4 As part of **BASIC SERVICES**, at the completion of the project, the Consultant shall provide a computer disk containing updated final, updated site plans and floor plans in AutoCAD, (latest version). Also as part of **BASIC SERVICES**, the Owner requests a copy of all construction documents and other computer generated drawings or details produced for this project, including all sketches produced for Requests for Proposals, Supplemental Instructions, Requests for Information, etc. All addenda and additional sketches or drawings shall be made to the original base bid documents, with bubble or highlight to indicate changes; and hand drawn materials should be electronically transferred to the CAD/D set of drawings. This material does not need to be updated to "As Built" status unless otherwise required by this Agreement or paid for as Additional Services. This material will be used for the Owner's facility management use only. All external CAD file references (XREF's, etc.) required for the drawings shall be bound within each sheet or image in the electronic files and shall be verified as present, sufficient and effort free prior to transmittal to the Owner, such that a single sheet or image can be sent without additional XREF files being required.

15.5 Consultant shall provide and will be reimbursed for one copy of all professionally taken slides, videotapes or photographs of the completed project. Reimbursement for these copies will be at the rate charged to the Consultant by the photographer for additional copies at the time of the original shooting. This material will not be reproduced further for publication by the Owner and will be for his own use only. Proper credit for both the designer and photographer will be provided in any publication or distribution of these materials.

15.6 As part of **BASIC SERVICES**, the Consultant shall develop and incorporate additive alternatives as part of the construction documents for the purpose of ensuring that **the GMP** falls within the budget. Additive alternatives must have prior written approval of the Owner before being incorporated in the Construction Documents. No additional fee will be paid to the Consultant for the design or inclusion of additive alternatives that fall within the CCAP budget shown in Exhibit A.

15.7 Electrical engineering services to be included in **BASIC SERVICES** shall contain all necessary work for <telecommunications, audio/visual systems and data communications pathways , **security**, .

15.8 All expenses described as **BASIC SERVICES** in Article 15 shall be included within the fixed cost for each sub-consultant.

15.9 This Agreement will include **Program Phase** work as described in Exhibit C. The purpose of this Phase is to develop an understanding of all factors and determinants relating to the proposed project. This information will supplement the Educational Specifications provided by the Owner. Information will be gathered from existing sources and will include discussion and meetings with District staff, college administration and user groups. In general, programming will address the goals or mission statement, project context, functional program, expansion of information provided in the Education Specification, and access, circulation, parking, site characteristics and development. Phasing of work shall be addressed as applicable.

15.10 OTHER CONSULTANTS or ADDITIONAL SERVICES required for this project, to become part of the **BASIC SERVICES** and described in Exhibit F, include the following:

<edit as required>

- Program Verification of Existing Ed Spec \$
- Civil Engineering (other than basic services and survey) \$
- Audio/Visual or Acoustic Consultant \$
- Allowance for special structural inspection \$
- Allowance for special electrical inspection \$
- Cost Estimating \$
- <Other- for example..... \$
- Additional Program Development or Verification \$

TOTAL \$

15.11 REIMBURSABLE EXPENSES shall be billed against an **\$≤** allowance, as established by this Contract and described in Consultant’s proposal in Exhibit E. The Consultant may bill against this amount on a monthly basis by providing back-up and supporting bills, invoices, etc. acceptable to the Owner. The Owner will retain any unused balance at the close of this contract.

15.12 TOTAL CONTRACT AMOUNT, including **BASIC SERVICES, ADDITIONAL SERVICES**, and **REIMBURSABLE EXPENSE ALLOWANCE**, shall be a lump sum of:

≤ Dollars and ≤ Cents (\$0000.00).

This Agreement entered into as of the day and year first written above.

OWNER

CONSULTANT

Maricopa County Community College District

Bruce Porter
Director Strategic Business Support Services

BY _____

BY _____

-- End of Agreement Between Owner and Consultant --

EXHIBIT A

DESIGN, CONSTRUCTION AND EQUIPMENT BUDGET

Date: _____ Consultant: _____

Owner: Maricopa County Community College District

Project: Makerspace Remodel _____

Location GateWay Community College _____

Source of Funds _____

Project Number _____

Gross Sq. Ft.: (See Education Specification)

The not-to-exceed **FIXED SUMS** established by the Owner for the construction of the Project are:

1. a) Budget for building construction* to *exclude* site and utility improvements, including inflation, to bid date \$<
- b) Budget for site and utility improvements, including inflation, to bid date \$<
- c) Design Contingency fund % of Items 1a & 1b \$<
- d) Budget for project furniture, fixtures and movable equipment* to be included in the construction contract \$<
- e) Budget for communications, data, audio/visual systems, equipment, wiring, etc. to be included in the construction contract (pathways like conduit and cable are included in the basic budget) \$<
- d) **Guaranteed Maximum Price (GMP) for construction, including Construction Phase General Conditions and Contractor fee for the construction period** \$<

2. Construction contingency fund to cover change orders for necessary adjustments, and minor errors and omissions in the construction documents**
 ___% of Item 1d: \$<
3. **Project Construction Budget at final completion of work (Lines 1d & 2)** \$<

* The following items are included in the building construction budget figure and NOT considered FF&E: all fixed/permanently installed casework (including science laboratory casework and top surfaces), chalk and marker boards, tack and bulletin boards, projections screens, window blinds, interior signage and projection screens. Other FF&E items that may be added to the construction budget will be defined and budgeted for during programming or Schematic Design.

** The Owner's listing of a construction contingency is not intended to imply an allowed reduction in the quality of the Consultant's work nor any change in the standard of negligence. It is the Owner's intention that the Consultant make every effort to minimize errors and omissions and that this entire sum is not used. This Contingency is not to be considered to be held or administered for the Consultant's use or benefit.

-- End of EXHIBIT A: DESIGN, CONSTRUCTION AND EQUIPMENT BUDGET --

EXHIBIT B

CRITICAL DATE SCHEDULE

Project Makerspace Remodel

Campus GateWay Community College

The following tabulation reflects milestone completion dates to accomplish the scheduled completion of each line item. All dates are the latest acceptable finish dates for each activity.

Schedule

Execute Owner - Consultant Agreement _____

Execute Owner - Construction Manager at Risk Agreement _____

Programming _____

 District Review _____

Schematic Design Submittal _____

 District Review _____

Design Development Submittal _____

 District Review _____

Construction Document Submittal _____

 District Review _____

Issue Bid <GMP Documents _____

<Establish Guaranteed Maximum Price by Amendment to the Owner-Construction Manager at Risk Agreement _____

Receive Sub-Bids and Final Pricing _____

EDA review of Final GMP Pricing _____

Deadline for Board Approval Item to Award _____

Award _____

Notice to Proceed _____

Early Construction Phase <> Start <Completion

Date for <> _____

Early Construction Phase <> Start <Completion

Date for <> _____

Substantial Completion _____ <> calendar days

<Data Room(s): _____ To be complete and ready for use 14 Days ahead of Substantial Completion

Final Completion _____ <> calendar days

Warranty Period Two years, plus any specific item or assemblies listed to be longer as required by the Contract Documents

-- End of EXHIBIT B: CRITICAL DATE SCHEDULE --

EXHIBIT C

CONSULTANT SCOPE OF SERVICES

Numbering of services items is keyed as follows:

Phase

G = general information

P = programming

SD = schematic design

D = design development

C = construction documents

CO = close out/post construction

Subtrade/consultant - item number

G = general/all consultants

A = architect

C = civil engineer

L = landscape architect

M = mechanical

P = plumbing

E = electrical

Thus, DE-2 is the second item for the electrical consultant in the design development phase.

ALL consultants are responsible for items labeled as G, "General".

GENERAL:

Minimum Design and Construction Standards documents included by reference are the following. While some are titled "Guideline", they are requirements of the District and shall be observed unless specific authorization to deviate from them is provided by the Owner:

- **MCCCD Part I: Administrative and General Design Guidelines**
(http://www.maricopa.edu/facilitiesplanning/docs/PartI-MCCCD_Design_Guidelines.pdf)
- **MCCCD Part II: Learning Space Design Requirements**
(http://www.maricopa.edu/facilitiesplanning/docs/PartII-Learning_Space_Design_Guidelines.pdf)
- **MCCCD Part III: Operations and Maintenance Requirements**
(http://www.maricopa.edu/facilitiesplanning/docs/PartIII-MCCCD_Ops_and_Maint_Guidelines.pdf)
- **FM Global Property Loss Prevention Data Sheets, Sheet 2-0 and 3-26 for the Fire Sprinkler Systems supplementing NFPA 13 Fire Sprinklers, along with separate narrative fire sprinkler guideline**
(http://www.maricopa.edu/facilitiesplanning/docs/FM_Global_Standard.pdf)
- **FM Global Supplemental Specification Information for Fire Sprinklers**
(http://www.maricopa.edu/facilitiesplanning/docs/FM_Global_Guide.pdf)
- **Support Space Design Requirements Education Specification (edited as needed by the college for the specific project)**
(http://www.maricopa.edu/facilitiesplanning/docs/support_space_guidelines.doc)
- **Mechanical/Plumbing/Electrical Design and Construction Requirements**
(http://www.maricopa.edu/facilitiesplanning/docs/Standard_MPE_spec.doc)

Acknowledgement of Receipt:

In order to assure that all consultants receive and read the following requirements, we recommend obtaining each consultant's signature below, acknowledging receipt and then providing this signed page back to the District. Please return a signed copy of this and the following page to the District's project manager.

The following have received, read and understand the requirements set forth in this section, as well as the minimum design standards referenced in paragraphs 1.0.3, 1.0.5, 1.0.6, 1.0.7, and 1.0.11 of this Agreement:

_____ <i>Architectural Firm</i>	_____ <i>Signed</i>	_____ <i>Date</i>
_____ <i>Civil Engineer</i>	_____ <i>Signed</i>	_____ <i>Date</i>
_____ <i>Mechanical Engineer</i>	_____ <i>Signed</i>	_____ <i>Date</i>
_____ <i>Electrical Engineer</i>	_____ <i>Signed</i>	_____ <i>Date</i>
_____ <i>Landscape Architect</i>	_____ <i>Signed</i>	_____ <i>Date</i>
_____ <i>Structural Engineer</i>	_____ <i>Signed</i>	_____ <i>Date</i>
_____ <i>Specialty Sub-Consultant</i>	_____ <i>Signed</i>	_____ <i>Date</i>
_____ <i>Specialty Sub-Consultant</i>	_____ <i>Signed</i>	_____ <i>Date</i>

GENERAL REQUIREMENTS ALL PHASES

- use this unchecked box for changes below
- G-1. **NO building appearance sketches or elevations, suggested or sample finish materials, equipment or furnishings shall be shown to user groups or campus administration without (a) prior review by the Facilities Planning project manager and (b) without reasonable confidence on the part of the Consultant that the appearance or item(s) proposed can be furnished as presented within the given budget.**
- G-2. For submittal at the end of each stage, the Consultant shall supply ≤5 copies of all materials, except that only a single material sample board will be prepared.
- G-3. Consultant shall receive written authorization from the Owner before proceeding to the each successive phase.
- G-4. All architectural/mechanical/plumbing/electrical floor plans shall be a scale 1/8" = 1'-0" or greater and all civil engineering, landscape and site plans shall be at a scale of 1" = 30'-0" or greater.
- G-5. Consultant shall take and distribute minutes for all meetings during all phases of the Work.
- G-6. Clearly differentiate between new and existing construction; visit the site; examine existing documents; request that tests and observation openings at the site and in existing structures be made for determining design and cost impacts.
- G-7. Attend monthly building committee meetings during Design and Construction Document Phase. **Attend weekly, or as needed, (CONFIRM) Consultant-Contractor meetings during Pre-Construction phases.**
- G-8. Attend weekly site meeting during Construction Phase (for sub-consultants as necessary).

EXHIBIT C

MINIMUM REQUIREMENTS FOR PROGRAM PHASE

In general, the Programming Phase will address the goals or mission statement, project context, functional program, site/access characteristics, and project phasing, as applicable. Based on in-depth discussion with all identified Project users, college administrative and District staff, and the Consultant shall expand and redefine the Educational Specification to fully explain and document the following:

- PG-1. Code analysis and any special code issues from all disciplines.
- PG-2. Program phase cost estimate.
- PG-3. Review the Education Specifications and report to the user group any deviations from the information or requirements of those documents, and resolve and differences and discrepancies to the satisfaction of the Owner.
- PG-4. In cooperation with College administration, college users groups, and Facilities Planning, discuss and evaluate sustainability and environmental responsiveness concepts as applicable to this project. Develop preliminary goals and approaches to meet these concepts, using frameworks of LEED, Lab21 (U.S. Environmental Protection Agency and Department of Energy), or other recognized programs.
- PA-1. Develop and detail goals and priorities of the college, users and Facilities Planning regarding the Project.
- PA-2. Determine and tabulate size, use, occupancy, special features or systems, and furnishings/equipment requirements of all spaces, as developed with the Owner, including general building or programmatic supplemental or support areas not covered in Educational Specifications for non-assignable spaces such as mechanical, electrical, storage, circulation, toilets, janitorial, etc.
- PA-3. Determine and show the required relationships of spaces to other spaces and/or between buildings, including proximity diagrams of relationships between activities and individual rooms (for each building).
- PA-4. Determine and list general furnishings, fixed and major movable equipment and audio/visual equipment required for each programmed space.
- PA-5. Determine and describe pedestrian and vehicle traffic/circulation requirements within, between and to the buildings, including building service and fire access requirements.

- PA-6. Tabulation of all net assignable areas
- PA-7. Calculation of probable gross building area(s)
- PM-1. Determine and describe any special environmental requirements for the spaces
- PM-2. Investigate and determine approximate utility services for all spaces and investigations into available utilities to the building.
- PE-1. Investigate and determine approximate utility services for all spaces and investigations into available utilities to the building.
- PE-2. Determine and describe any special electrical and special systems requirements for the spaces
- PE-3. Determine general telecommunications and data requirements within and between buildings.

All of the above shall be presented in a written **PROGRAM PHASE REPORT.**

EXHIBIT C

MINIMUM REQUIREMENTS FOR SCHEMATIC DOCUMENTS (SD)

GENERAL: CONSULTANT AND ALL SUB-CONSULTANTS

- SDG-1. Identify and show any “fast track” construction, multiple bid packages or any phasing of the work that may be necessary or will be proposed
- SDG-2. Schematic narrative of design rationale, proposed construction, code analysis, structural, plumbing, mechanical and electrical systems
- SDG-3. Outline specifications per CSI, divisions 1 through 16.
- SDG-4. Provide an independent Construction cost estimate, or review the Contractor's estimate, for Schematic Design with area breakdowns (net and gross) and budgets for FF&E, audio/visual and data/communications for each space/use
- SDG-5. Building code analysis
- SDG-6. Provide complete building and space use analysis, including NASF, ASF and GSF calculations. For this analysis, include the following ratio calculations for each building, and where more than one building is part of a larger complex, and then for the total project:
 - (a) individual total ASF, GSF and TBA
 - (b) ASF:GSF
 - (c) ASF:TBA

ASF (Assignable Square Feet) is the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use.

GSF (Gross Square Feet) includes ASF plus **NASF** (Non-Assignable Square Feet) areas, which are all conditioned and usable areas on all floors of a building not available for assignment to an occupant or for specific use, but necessary for the general operation of a building. Included within NASF are the following:

PUBLIC TOILET- A toilet that is accessible to all faculty, staff, students, and general public.

CIRCULATION AREA- The area accessible to the general public, other than elevators and stairways, which is required for physical access to some subdivision of space whether or not directly bounded by partitions.

**ELEVATOR AND ELEVATOR EQUIPMENT ROOM
STAIRWAYS ACCESSIBLE TO THE GENERAL PUBLIC**

CUSTODIAL AREA- That portion of the nonassignable area that is used for building protection, care, and maintenance, including small distributed storage of restroom

paper products or janitorial products.

MECHANICAL ROOM- That portion of the gross area designed to house mechanical equipment and utility services. Includes the central plant equipment room, fire riser rooms, etc.

ELECTRICAL POWER SWITCHGEAR ROOM- A room containing electrical power switch gear or transformer(s).

COMMUNICATION/DATA ROOM- A room containing telephone or computer communication switch gear, racks, and is the origin and termination room for voice and data cabling.

Provide the square foot area for *each of the above categories of non-assignable area within the entire building.*

TBA (Total Building Area) includes GSF space **plus** the thickness or area of the structure and wall:

STRUCTURAL AND WALL THICKNESS AREA- That portion of the gross area that cannot be occupied or put to use because of the presence of walls, chases or structural features of the building.

Total Building Area (TBA) shall include space only to the outside of walls enclosing HVAC conditioned portions of the building. No exterior overhangs, covered exterior walkways, etc. should be included in Total Building Area.

- SDG-7. For new buildings, provide a brief written evaluation of the following solar energy features, included in the design and if not, why not:
- a. Proper site orientation
 - b. Utilization of active and passive solar energy systems for space heating.
 - c. Utilization of solar water heating.
 - d. Utilization of solar day lighting devices.
 - e. Energy life cycle costing shall be used to evaluate all solar energy and energy conservation design, equipment and materials that are considered.

- SDG-8. Applying the goals and approaches developed during Programming and using the appropriate United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) "scorecard", Lab21 and other recognized programs, provide an accounting of the estimated potential point accumulation that this project might receive, as well as additional potential points or other appropriate criteria. For each proposed or possible LEED point, provide a short explanation or description of how that point would be achieved. The District's intent is to self-certify for these programs, achieving LEED Certified to LEED Silver equivalency. The

District will not be seeking actual LEED or other certification for this project.

- SDG-9 Preliminary list and description of proposed bid alternates.
- SDG-10 Review the Education Specifications, programming versus the Schematic Design and report to the user group any deviations from the information or requirements of those documents, and resolve and differences and discrepancies to the satisfaction of the Owner.
- SDG-11 Consultant and sub-consultants to meet with Contractor to review proposed building systems, products, approaches, constructability, etc. and evaluate alternatives as needed to obtain the best product possible to meet the Owner's needs and budget.
- SDG-12 Consultant to meet with Facilities Planning project management staff for a design review at the 75% stage of SD to solicit response and feedback in time to make any agreed upon changes into the final SD package.

CIVIL

- SDC-1. Civil Plan showing major existing features, existing utilities, probable routings of new utility runs, drainage and initial finish floor elevation, and any required off-site developments.
- SDC-2. Site Survey (provided by Owner)

ARCHITECTURAL

- SDA-1. Site Plan
 - a. Preliminary architectural site plan showing paving, sidewalk, curb, fence, parking, and other site improvements along with other site improvements not shown on the Civil site plan.
 - b. While not normally subject to local zoning ordinances, on State property, the site design, layout, landscaping, parking, set backs, etc., should conform with the spirit, if not the letter, of the local zoning and development ordinances. The Consultant shall review and obtain specific approval from the Owner for any proposed deviation in the design from these ordinances. And in this case, as the property line coincides with building footprint, off-sites will be involved and applicable reviews required..
- SDA-2. Schematic Floor Plans (including cabinetry and furniture layouts within occupied spaces):
 - a. New work, all floor levels.

- b. Remodeled areas of existing structures, if any, including demolition.
- c. Existing building drawings for remodeled areas
- d. Dimensioned plans, including proposed room names, numbers and room area. Owner will provide District standard for room numbering and confirm numbers to remain through balance of the Project.
- e. Floor plans showing all proposed furniture and major fixtures or equipment
- f. Separate larger scale floor and reflected ceiling plan and section through each classroom/instructional size/type/configuration showing furniture, projection screens (including viewing angles), whiteboards, video projectors (including hanging mounting) and any other items like lights that may impact a projected image. The plans and sections will be used to confirm that the proposed designs meet District design standards for instructional area size, proportion, clearances, and viewing angles to screens and writing surfaces.

SDA-3. Schematic Roof Plan: obtain and confirm the District standards for the urethane foam roofing

SDA-4. Exterior elevations.

SDA-5. Diagrammatic building sections

SDA-6. Typical wall sections to show materials, relationships, construction intent

SDA-7. Typical key architectural details

SDA-8. Basic interior elevations of major rooms, restrooms, etc.

SDA-9. Room material finish schedule.

SDA-10. <As required, a preliminary schedule showing all owner furnished and/or owner installed, permanently attached furniture, fixtures or equipment, to include a list of items keyed to a separate FF&E plan.

SDA-11. <Science or occupational drawings showing enlarged scale lab plans, casework, fixtures and preliminary schedules and other lab details as applicable.

SDA-11. STRUCTURAL

SDS-1. Soil boring data and consultant's foundation recommendations.

- SDS-2. Dimensioned structural plan(s) showing proposed bay and framing arrangements, preliminary sizes and materials.
 - a. Typical interior framing details, showing intended materials
 - b. Typical exterior framing detail.
 - c. Typical column, beam, truss and foundation schedule.
 - d. Vibration Isolation Review.
 - e. Structural section(s).

MECHANICAL

- SDP-1. Preliminary plumbing plan showing initial major piping runs, major pieces of equipment and fixtures
- SDM-1. Preliminary mechanical equipment room layouts (major equipment only)
- SDM-2. Preliminary one-line HVAC duct layouts, sizes and mechanical piping diagram
- SDM-3. Along with the electrical engineer, perform an annual energy consumption analysis and develop a summary of the usage of electrical (Kwh/yr.), chilled water (Ton Hrs./yr.), and steam (lbs./yr.) used under normal building operation. Provide a hard copy printout as back-up. **Projects shall be designed to comply with ASHRAE 90-1 2004.** Provide a print out and summary demonstrating this compliance.

COMMON MECHANICAL/PLUMBING/ELECTRICAL SHEET(S)

- SMPE-1. <Where a significant amount of furniture, fixtures or equipment that requires mechanical, plumbing or electrical connections will be included in the project, provide a schedule that includes a list of items keyed to the similar architectural schedule and plan. Include the following on the schedule: keyed list of items, whether new or existing/relocated, and who furnishes and who installs the item (OFCL, OFOI).

ELECTRICAL

- SDE-1. Preliminary one-line electrical distribution diagrams and electrical plan, showing panel locations and major equipment pieces
- SDE-2. Preliminary power, lighting and special systems floor plans

- ☒ SDE-3. Preliminary one-line distribution diagrams and basic equipment for fire alarm, telecommunication, voice, data, video ≤, audio/visual and security systems

- ☒ SDE-4. Along with the mechanical engineer, perform an annual energy consumption analysis and develop a summary of the usage of electrical (Kwh/yr.), chilled water (Ton Hrs./yr.), and steam (lbs./yr.) used under normal building operation. Provide a hard copy printout as back-up. **Projects shall be designed to comply with ASHRAE 90-1 2004.** Provide a print out and summary demonstrating this compliance.

EXHIBIT C

MINIMUM REQUIREMENTS FOR DESIGN DEVELOPMENT DOCUMENTS (D)

GENERAL: CONSULTANT AND ALL SUB-CONSULTANTS

- DG-1. Further delineate and develop “fast track” construction, multiple bid packages or any phasing of the work that may be necessary or will be proposed
- DG-2. Furniture, fixed and movable equipment schedules, showing locations, service requirements, <including audio/visual systems, including all utilities services and sizes required, and OFOI/OFCl/CFCl designation.
- DG-3. Proposed cash allowances.
- DG-4. Developed specifications (marked-up for this project) and cut sheets of all major architectural, mechanical, plumbing, <audio/visual, data/communications>, electrical equipment and fixed equipment.
- DG-5. Sample board showing all proposed exterior and interior materials, colors, etc.
- DG-6. **Provide separate, independent and confirming** Construction Cost Estimate for Design Development design with area breakdowns (net and gross) and analysis, **or review and confirm the estimate provided by the Contractor.**
- DG-7. Description of proposed alternates and cost estimates for each.
- DG-8. Advise the District of any materials in the project area which the Consultant believes or suspects may contain asbestos or other hazardous materials based upon past experience or common knowledge. The District will provide hazardous materials testing and abatement through separate contracts.
- DG-9. Review the Education Specifications and programming versus the Design Development documents and report to the user group any deviations from the information or requirements of those documents, and resolve and differences and discrepancies to the satisfaction of the Owner.
- DG-10. Using the LEED scorecard, Lab21 or other evaluation criteria developed in Schematic Design for sustainability and environmental responsiveness, update the accounting of the estimated potential point accumulation that this project might receive, as well as additional potential points or other appropriate criteria.

DG-11. Coordination of Contract Documents:

It is the responsibility of the Consultant team to coordinate the design of the architectural, structural, plumbing, HVAC and electrical work so that interference among and within the trades' work can be avoided. For example, be sure to coordinate projection screens vs. emergency/night lights or wall air supply grilles, power outlets, special systems or light switches vs. bulletin and white boards, thermostats vs. furniture, electrical and data outlets vs. furniture or casework, data or power outlets vs. casework, etc. NO electrical or data outlets are to be located within cabinets without specific approval of, or direction by, the Owner.

DG-12. **No work is to be indicated as "By Others". Work to be provided by another trade or section within contract work shall be labeled with that trade or section of the Drawings/Specifications that will provide the work. All work not included in the contract preferably should be labeled by the party who will supply the work, or indicated as "N.I.C./Not in Contract".**

DG-12. **Consultant and sub-consultants to meet with Contractor to review proposed building systems, products, approaches, constructability, etc. and evaluate alternatives as needed to obtain the best product possible to meet the Owner's needs and budget.**

CIVIL

DC-1. Site Survey

DC-2. Site/Civil Plan

- a. Proposed contours/grading, including drainage and retention areas and drywells. Show preliminary retention calculations on the Drawings
- b. Paving, sidewalk, curb, fence, parking, and other site improvements showing location and overall dimensions
- c. Retaining walls and details.
- d. Existing and proposed site utilities, including location and size.
- e. Proposed easements or rights of way required.

DC-3 Off-Site Requirements

- a. Design, preliminary specifications and details required for any off-site improvements.

LANDSCAPE

- DL-1. Landscape Plan
 - a. Preliminary planting plan
 - b. Plant list (*note: review vs. SRPMIC approved plant list for SCC projects*)
 - c. Description of proposed landscape irrigation system

ARCHITECTURAL

- DA-1. Architectural Site Plan
 - a. Paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions), along with other site improvements not shown on the Civil site plan. Show construction staging areas, contractor parking, and circulation/access routes.
- DA-2. Floor plans, all levels and roofs, showing:
 - a. Partition type identification, including applicable fire or acoustic ratings
 - b. Smoke and fire compartmentalizing, including ADA areas of refuge
 - c. Built-ins and fixed equipment shown and noted
 - d. 1/8" scale furniture and movable equipment layouts, for ALL spaces, using the actual sizes of proposed furnishings and equipment, and required clearance between or around them.
- DA-2. Exterior wall elevations, all planes.
- DA-3. Full building sections, enlarged wall sections and details.
- DA-4. Typical roofing and flashing details, confirming that the District standard details, specifications and requirements for foam roofing and its details are being met
- DA-5. Stair and elevator details and types
- DA-6. Schedules for all spaces and rooms including:
 - a. Finish schedule
 - b. Door and window schedules. Include general head/sill/jamb typical details, hardware schedule, etc.

- ☒ DA-7. Development of a design level finish hardware schedule for all project doors, including meeting with the architect, hardware consultant/specifications writer, College Safety and Facilities groups to determine preferred brands, models, approach, and listing of all proposed hardware for each opening. Include required coordination with Owner provided card access or other related opening security system.
- ☒ DA-8. Miscellaneous specialties and equipment schedule
- ☒ DA-9. Preliminary interior room elevations, including restrooms, showing accessories, features, extents and break lines of finishes, etc
- ☒ DA-10. General casework elevations
- ☒ DA-11. As required, a schedule showing all owner furnished and/or owner installed, permanently attached furniture, fixtures or equipment, to include a list of items keyed to a separate FF&E plan, width/height/depth of each item, and who is to provide and install each item (OFCl, OFOI).
- ☒ DA-12. For new buildings only, provide a summary report and compliance statement regarding building envelope design with ASHRAE/IESNA Standard 90.1.
- ☒ DA-13. <Science or occupational lab drawings showing larger scale plans, equipment lists, casework, fixtures, benches, tables, casework plans and elevations, as applicable.
- ☒ DA-14. <Kitchen equipment including preliminary full schedules, enlarged scale plans for layout, mechanical, plumbing and electrical connections, fixtures, stainless steel plans and elevations, as applicable.
- ☒ DA-15. <Complete the design and placement of all public art.

STRUCTURAL

- ☒ DS-1. Dimensioned Foundation Plans:
 - a. Footing and foundation sizes, reinforcing, elevations. Slab on grade detailing.
 - b. Below and above grade concrete wall thickness.
 - c. Vibration isolation or other special details.
 - d. Waterproofing, damp proofing, drainage - standard details, types.

- ☒ DS-2. Dimensioned Structural Framing Plans, including:
 - a. Horizontal and vertical member size, sample reinforcing.
 - b. Typical floor and roof, construction details, thicknesses.
 - c. Typical exterior wall supports, bracing, ties, reinforcing.
 - d. Lateral bracing methods, location.
 - e. Fireproofing - U.L. or ICC/ES designation.
 - f. Vibration isolation or other special details.
 - g. Design live and dead loads tabulated for all floors, areas, and roofs.

MECHANICAL

- ☒ DP-1. Plumbing plans and drawings, including:
 - a. Fixture schedule, locations.
 - b. Equipment schedule, locations.
 - c. Waste and vent riser diagram with types, locations, key sizes.
 - d. Water piping, locations (sizes for pipes larger than 1")
 - e. Roof drainage system.
 - f. Water pressure and fixture count calculations shown on the Drawings
- ☒ DP-2. Roof drainage system, locations, key sizes. **Over flow drains to daylight, not tie into a common piped system with primary roof drains.**

- | |
|---|
| <ul style="list-style-type: none">☒ DP-3. Fire protection systems, including fire riser and Siamese connection locations.
NOTE!!! THIS DD SUBMITTAL OF THE FIRE PROTECTION SPECIFICATIONS SHALL BE A <u>95% COMPLETE</u> CONSTRUCTION DOCUMENT, INCLUDING SPECIFICATION, IN ORDER TO ALLOW FM GLOBAL ADEQUATE TIME TO REVIEW AND PROVIDE COMMENT BEFORE THE CD'S ARE ISSUED. BE SURE TO REVIEW FM GLOBAL'S SPECIFIC REQUIREMENTS IN THEIR SUPPLEMENTAL DOCUMENT REFERENCED EARLIER VS. YOUR STANDARD NFPA 13 PERFORMANCE OR OTHER SPECIFICATION. |
|---|

- ☒ DM-1. Mechanical systems:
 - a. Equipment schedule, locations, sizes, types
 - b. Ductwork, including sizes, silencers or other specialized accessories
 - c. Chilled, condenser, hot water, steam, and condensate piping systems, locations, riser diagrams.
 - d. Description of energy system management controls, preliminary pricing of system, and proposed sequences of operations. Include meetings with District's EMS vendor and District's Building System Analysts to develop this information.
 - e. Equipment connections and supports - standard details.
 - f. Show and label all full height, sound and fire rated partitions - obtain from the Architect and show on mechanical drawings.
- ☒ DM-2. HVAC piping and location (sizes for pipes larger than 1")
- ☒ DM-3. Meet with the District's energy management system vendor(s) to review the proposed HVAC design, initiate the EMS system design and obtain a preliminary allowance amount for the EMS system installation
- ☒ DM-4. Based on the design requirements, revise/update the annual Energy Consumption Analysis for the building. Submit the summary results along with the Design Documents.
- ☒ DM-5. Summary report, calculations and compliance statement regarding building mechanical system design with ASHRAE/IESNA Standard 90.1-2004.

COMMON MECHANICAL/PLUMBING/ELECTRICAL SHEET(S)

- ☒ DMPE-1. <Where a significant amount of furniture, fixtures or equipment that requires mechanical, plumbing or electrical connections will be included in the project, provide a schedule that includes a list of items keyed to the similar architectural schedule and plan. Include the following on the schedule: keyed list of items, whether new or existing/relocated, who furnishes and who installs the item (OFCL, OFOI); mechanical, plumbing and electrical load and connection requirements

ELECTRICAL

- ☒ DE-1. Power distribution and single line diagrams:

- a. Power distribution equipment schedule, locations.
 - b. Feeder sizes, etc., in one-line diagram
 - c. Panel schedules
 - d. Emergency generator size, locations, as required.
 - e. Uninterruptible power supply equipment size, locations if required.
 - f. Grounding - standard details
 - g. Lightening protection as necessary
 - h. Load calculations shown on the Drawings
- DE-2. Interior lighting, power and special systems plans and details:
- a. Fixture, motion sensors and switch locations with identification. Provide switches for all interior fixtures.
 - b. Typical receptacle and power outlet locations.
 - c. Isolated ground receptacle and power outlet locations for data processing or computer equipment.
 - d. Special requirements noted and developed in the Programming Phase.
- DE-3. Motor control schedule with starter and circuit sizing.
- DE-4. All telecommunication and data systems and equipment, including cable tray locations as appropriate, fire alarm systems, security systems, energy management systems, power, distribution, diagrams, details and equipment selection, <audio/visual, data/communications>.
- DE-5. Summary report, calculations and compliance statement regarding building electrical system design with ASHRAE/IESNA Standard 90.1-2004.

EXHIBIT C

MINIMUM REQUIREMENTS FOR CONSTRUCTION DOCUMENTS (CD)

GENERAL: CONSULTANT AND ALL SUB-CONSULTANTS

- CDG-1. Prepare multiple construction document packages for “fast track” construction, multiple bid packages or any phasing of the work that may be necessary or will be proposed

- CDG-2. Project Building Code Information, including list of applicable codes applicable to the Work (including year/edition), number of stories and building height allowed and actual design, construction type, wall/structure/roof/floor ratings, occupancy types and separations, allowable and actual building area, rating of construction components and finishes used, occupant and exit calculations and exit paths, fire sprinkler and riser requirement, and plumbing fixture calculations, International Energy Conservation Code data and analysis, etc. The code information should be a complete code analysis, including final actual square foot area of the building(s), to be shown on the cover or second sheet of the drawings. Include smaller scale plans or section drawings of the building to show occupancy separation walls and other rated components, site plans distance from adjacent buildings or property lines, fire lanes, fire hydrant locations, as well as other code data best shown graphically.

- CDG-3. Location Map.

- CDG-4. Campus/local site map, including all adjacent fire lanes, fire hydrants, etc. Also show construction staging and contractor parking areas, construction access routes or any other pertinent information related to the contractor’s site operations or limitations.

- CDG-5. Updates to the Design Development Phase ASHRAE/IESNA 90.1 reports, as needed to reflect changes made during Construction Documents Phase.

- CDG-6. Review and obtain approval by Owner of all systems or components indicated to be designed by the Contractor and/or his subcontractors or suppliers.

- CDG-7. All other miscellaneous detailing required to fully price and construct the Work.

- CDG-8. Submittal of construction documents to all regulatory authorities and make all necessary corrections to documents required to obtain permits.

- CDG-9. Furniture, movable and fixed equipment schedule, locations, service

requirements, <including audio/visual systems, including all utilities services and sizes required, and OFOI/OFCl/CFCl designation.

- CDG-10. Finalized description and details of proposed alternates and allowance, along with cost estimates for each.
- CDG-11. **Review and confirm Contractor's** Detailed construction cost estimate **or GMP** area breakdowns (net and gross) and analysis, [complete and separate from the Contractor's Cost Estimate.]
- CDG-12. Complete specifications, C.S.I. (Construction Specifications Institute) format. Submit cut sheets of all architectural, mechanical, plumbing and electrical equipment that have changed or been added since the Design Development submittal. Update the materials sample board with any changes made since the Design Development submittal. **Meet with Contractor and any pre-selected sub-contractors to review all specifications, general condition requirements, allowances, alternates, etc., equipment selections, etc. and make mutually agreed upon changes.**
- CDG-13. Contact and meet with all utility companies or municipalities that will be involved with new or relocated utility services to determine all utility related costs, determine necessary budgets and allowances and begin the process for utility company or municipality design, construction and/or permitting work
- CDG-14. Composite Drawings and Coordination of Contract Documents

It is the responsibility of the Consultant team to coordinate the design of the architectural, structural, plumbing, HVAC and electrical work so that interference among and within the trades' work can be avoided. For example, coordinate projection screens vs. emergency/night lights or wall air supply grilles, power outlets, special systems or light switches vs. bulletin and white boards, thermostats vs. furniture, electrical and data outlets vs. furniture or casework, data or power outlets vs. casework, etc. NO electrical or data outlets are to be located within cabinets without specific approval of, or direction by, the Owner.

- CDG-15. Using the LEED scorecard, Lab21 or other evaluation criteria developed in Design Development for sustainability and environmental responsiveness, confirm that appropriate materials, assemblies, equipment and approaches have been designed and included in the project, including those that the Contractor must meet. Update any changes on the self-certifying LEED or other system "scorecard".
- CDG-16. **No work is to be indicated as "By Others". Work to be provided by another trade or section within contract work shall be labeled with that trade or section of the Drawings/Specifications that will provide the**

work. All work not included in the contract preferably should be labeled by the party who will supply the work, or indicated as “N.I.C./Not in Contract”.

- ☒ CDG-17. Upon completion of construction documents, provide two sets of all design calculations, including structural, mechanical, plumbing and electrical, all sealed and signed by the appropriate and responsible party.
- ☒ CDG-18. Consultant and sub-consultants to meet with Contractor to review proposed building systems, products, approaches, constructability, etc. and evaluate alternatives as needed to obtain the best product possible to meet the Owner's needs and budget.

CIVIL

- ☒ CDC-1. Civil Engineering Drawings
 - a. Complete engineering plans showing building location, paving, grading, utilities, easements, tunnels, retention areas, drainage, rights of way (R.O.W.), etc., for all on-site and off-site development.
 - b. Assist the Owner in registering drywells, providing as-built or certifications required by municipalities for off site improvements, etc.
 - c. Provide Stormwater Pollution Prevention Plan (SWPP) and notes, where required, to comply with applicable laws and regulations
- ☒ CDC-2. Complete survey of the site showing all features, utilities, etc.
- ☒ CDC-3. Civil Site Plan
 - a. Final contours/grading.
 - b. Building location, paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions).
 - c. Retaining walls and details.
 - d. Property lines, including rights of way and easements
 - e. Existing and proposed site utilities, including location and size
 - f. Final run-off and retention calculations shown on the Drawings
- ☒ CDC-4. Civil Off-Site Improvements

- a. All required design, construction, calculation, specifications and details sheets required for any off-site improvements. Work and sheets are to comply with applicable authority requirements.
- b. File off-site plans with applicable authority on behalf of Owner. Owner will pay for filing and review fees.

CDC-5. Contact and meet with all utility companies or municipalities that will be involved with new or relocated utility services to determine all utility related costs, determine necessary budgets and allowances and begin the process for utility company or municipality design, construction and/or permitting work.

LANDSCAPE

CDL-1. Landscaping Drawings:

- a. Complete planting plans and plant schedule.
- b. Complete irrigation plans.
- c. Complete landscape lighting if differing from general site lighting.
- d. Planting details.
- e. Complete landscaping and irrigation specifications.

ARCHITECTURAL

CDA-1. Architectural Site Plan

- a. Paving, sidewalk, curb, fence, parking, and other site improvements (showing location and overall dimensions), along with other site improvements not shown on the Civil site plan. Finalize and show all contractor staging, parking, lay-down and service access, access routes, etc.

CDA-2. Floor plans, all levels and roofs:

- a. Partition type identification, including fire and acoustic ratings.
- b. Smoke and fire compartmentalizing, fire stopping.
- c. Built-ins and fixed equipment shown and noted.
- d. 1/4" scale furniture and movable equipment layouts, for ALL spaces including specific coordination with location and height of power and communications receptacles.

- ☒ CDA-3. Full building sections, enlarged wall sections and details.
 - a. Show all caulking, sealant and flashing details.
 - b. Masonry anchoring and reinforcement.
- ☒ CDA-4. Typical roofing and flashing details
- ☒ CDA-5. Exterior wall elevations, all planes. Indicate expansion and control joints.
- ☒ CDA-6. Complete stair and elevator details, types and enlarged plans.
- ☒ CDA-7. Complete room finish, window and door schedules for all areas or spaces including door and window elevations by type, head/jamb/sill details and dimensions
- ☒ CDA-8. Review and confirmation of the final finish hardware schedule for all project doors including hardware consultant/specifications writer, College Safety and Facilities groups. Include required coordination with Owner provided card access or other related opening security system.
- ☒ CDA-9. Miscellaneous specialties and equipment schedule.
- ☒ CDA-10. Interior room elevations, including restrooms, showing all accessories, features, extents and break lines of finishes, coordinating equipment, MPE, etc.
- ☒ CDA-11. Casework elevations, details and larger scale plans as needed
- ☒ CDA-12. As required, a schedule showing all owner furnished and/or owner installed, permanently attached furniture, fixtures or equipment, to include a list of items keyed to a separate FF&E plan, width/height/depth of each item, who is to provide and install each item (OFCl, OFOI).
- ☒ CDA-13. Listing, description and detailing of all fire or acoustic rated assemblies, including UL or U.B.C. reference numbers, manufacturer catalogue or industry references, etc. Include details of rated penetrations and terminations of rated assemblies to other work in order to assure that the rating is completely maintained.
- ☒ CDA-14. <Science or occupational drawings showing enlarged scale lab plans, casework, fixtures and equipment schedules, hoods, sinks, and fittings details and schedules, and other lab details as applicable.
- ☒ CDA-15. <Kitchen equipment drawings including fully keyed equipment schedules showing mechanical, plumbing and electrical requirements; dimensioned

~~and keyed plans for layout, mechanical, plumbing and electrical connections; plans, elevations, sections and details of specialty/custom stainless steel items, as applicable.~~

- CDA-16. <Completion of all public art, components or coordination that must occur within the proposed construction

STRUCTURAL

- CDS-1. Dimensioned foundation plans
 - a. Footing and foundation sizes, reinforcing, elevations, and schedule.
 - b. Below grade, slab on grade and above grade concrete wall thickness, wall openings, knock-out panels, beam pockets, and pipe chases.
 - c. Waterproofing, damp proofing, drainage - standard details, types.
 - d. General structural notes to be coordinated with the Architect's specifications manual or notes.
 - e. Special foundation requirements, including de-watering, pilings, caissons, shoring, etc.
 - f. Detailing and locations of all keyed and construction joints for floor slabs and decks. Do not leave these up to the contractor to locate. Coordinate with the architect if exposed concrete finishes will be used.

- CDS-2. Dimensioned Structural Framing Plans, including:
 - a. Horizontal and vertical member sizes and schedules with all connection details.
 - b. All reinforcing types and sizes in concrete or masonry walls or members.
 - c. All floor and roof construction details, thicknesses, openings, depressions and slopes.
 - d. All exterior wall supports, bracing, ties, reinforcing.
 - e. Lateral bracing methods, location.
 - f. Fireproofing - UL or ICBO designation and coordination with architectural.
 - g. Expansion joints and control joints.

- h. Vibration isolation or other special details.
- i. Design live and dead loads tabulated for all floors, areas, and roofs and vibration analysis for all critical areas.
- j. Design calculations. Provide one copy for the Owner's file and copies as required for code authority plan review.

MECHANICAL

CDP-1. Plumbing work, details and plans:

- a. Fixture schedule, locations and details/elevations, including all handicapped fixtures in accordance with Federal and Arizona State Law requirements
- b. Equipment schedule, locations. Include larger scale equipment room layouts, showing means of access and service for larger equipment.
- c. Waste and vent riser diagram with types, locations, key sizes.
- d. Water and gas piping, locations and sizes diagrams and isometrics.
- e. Water and gas meters (sizes and locations).
- f. Water systems pressure calculations, including fixture units and pressures, shown on the drawings.

CDP-2. Roof drainage system, locations, key sizes. ***Overflow drains to daylight, not tie into a common piped system with the primary roof drains.***

CDP-3. Storm drain calculations, retention and other means of collecting rain water.

CDP-4. Fire protection systems:

- a. Complete alarm systems related to fire protection.
- b. Complete sprinkler risers, Siamese connections, standpipe systems, and head layouts with risers and head locations (coordinate fully with light fixtures, ceiling tile and other features). Where the review authority allows design-build of this system, the system may be performance specified only, including preferred locations and types of heads.
- c. Special fire protection systems (data rooms, kitchen hoods and cooking areas, etc.) as required by the Education Specification or design.
- d. Fire Sprinkler Systems shall be designed or performance specified to the

contractor to meet the more demanding of the applicable local, NFPA or FM Global (District's insurance carrier) requirements. **Assure that the design meets latest FM Global requirements from the Owner at the time of design or specification, as referenced at the beginning of this Exhibit** (FM Global Property Loss Prevention Data Sheet, Sheet 2-8N for modifications to NFPA 13 Fire Sprinklers, along with separate narrative guideline, and FM Global Supplemental Specification Information for Fire Sprinklers)

CDM-1. Mechanical systems:

- a. Equipment schedule, locations, sizes, types.
- b. Chilled, condenser, hot water, steam, and condensate piping systems plans, locations, details, and riser diagrams.
- c. Full mechanical plans showing full ductwork system drawn to scale (no single line drawing for ducts). Include accessories, manual and automatic dampers, smoke and fire dampers required by code. Detail all required access to equipment, accessories or features that requires initial or may require future service or adjustment. Do not leave this to the Contractor as "means and methods".
- d. Equipment connections and supports - standard details.
- e. Outlets, grills, registers properly selected and sized (indicating cfm).
- f. Flow diagrams; control diagrams, and lists of control points.
- g. Description of energy system management controls, final pricing of system, and proposed sequences of operations. Include additional meetings with District's EMS vendor and District's Building System Analysts to finalize earlier designs, allowances or costs, sequence of operations, etc. Include all necessary flow diagrams; control diagrams, and lists of control points.
- h. Submit heating and cooling load calculations as per ASHRAE.
- i. Larger scale HVAC plans, including equipment room layouts to show location and size of major equipment to scale, means of access for larger size equipment and its maintenance replacement, coil and tube pull area, sizes of and locations of air intakes and discharge openings. In critical locations, composite drawings shall be prepared, indicating equipment of all trades involved. Verify service access and easy reach of all equipment for maintenance.
- j. Full specification for the energy management system using District and vendor input, including all required operating sequences

- CDM-2. HVAC piping, locations, anchors, guides, supports, expansion joints and loops.
- CDM-3. Meet with the District's energy management system vendor(s) to review the final HVAC construction documents and proposed system operation, review the EMS system design and obtain a final allowance amount for the EMS system installation
- CDM-4. Working with the electrical engineer, based on the design requirements, revise/update the annual Energy Consumption Analysis for the building. Submit the summary results along with the Design Documents.
- CDM-5. Updates to the Design Development Phase energy use reports, as needed to reflect changes made during Construction Documents Phase.

COMMON MECHANICAL/PLUMBING/ELECTRICAL SHEET(S)

- CDMPE-1. <Where a significant amount of furniture, fixtures or equipment that requires mechanical, plumbing or electrical connections will be included in the project, provide a schedule that includes a list of items keyed to the similar architectural schedule and plan. Include the following on the schedule: keyed list of items, whether new or existing/relocated, who furnishes and who installs the item (OFCL, OFOI); load and connection requirements for mechanical, including exhaust, and heat removal; plumbing, including cold or hot water, de-ionized or distilled water, soft water, steam, natural gas, vacuum, oxygen or other compressed gas, and drain requirements; and electrical, including type of connection and configuration, load protection or other special power requirement, volts/phase and amperage.

ELECTRICAL

- CDE-1. Power distribution:
 - a. Power distribution equipment schedule, locations.
 - b. Feeder sizes
 - c. Emergency generator size, locations, as required.
 - d. Uninterruptible power supply equipment size, locations if required.
 - e. Grounding - standard details (A/E).
 - f. Lightning protection system and details, as required.

- g. Show load calculations, bracing requirements, ratings, over current protection, etc. for each main service, transformer, distribution section, panel, service, motor, etc., as is applicable on the drawings.
- h. One line and riser diagrams from utility source to all equipment showing service switches and disconnects, metering, switchboards, power and lighting panels, motor controls, conduit and conductor sizes, etc.
- i. Complete panel schedules for all new and existing panels, including load calculation, primary and secondary feeder input data, voltage drop, short circuit current calculations, etc. for each panel.
- j. Code analysis for lighting and energy loads demonstrating compliance with applicable codes

CDE-2. Interior lighting, special system and power plans and details:

- a. Fixture and switch locations with identification.
- b. Receptacle and power outlet locations, including isolated ground, or other special power outlets and circuits.
- c. Lighting fixture schedule.
- d. All cable, wire sizes and conduit sizes.
- e. Special requirements as needed.

CDE-3. Motor control center schedule with starter and circuit sizing.

CDE-4. All telecommunication and data systems and equipment, fire alarm systems, security systems, including one-line and riser diagrams for all special systems, cable tray, along with necessary details

CDE-5. Telecommunication distribution, data power and distribution, diagrams and details in accordance with standards and guidelines for the Maricopa Community College District.

CDE-6. Working with the mechanical engineer, based on the design requirements, revise/update the annual Energy Consumption Analysis for the building. Submit the summary results along with the Design Documents.

EXHIBIT C

MINIMUM REQUIREMENTS FOR PRICING GMP PHASE (P)

- ☒ PG-1. <Review the proposed sub-contractor list submitted by the CMAR and advise the District of any unacceptable firms based upon the Consultant's experience or judgment.>
- ☒ PG-2. Prepare addenda and clarifications to the issued pricing documents. All Addenda must be issued no later than 72 hours prior to <GMP> deadline.
- ☒ PG-3. Facilities Planning and Development must review all Addenda prior to issue.
- ☒ PG-4. Changes to the documents requiring the Addenda item shall be described in detail in the Addenda, not just indicated as "Replace Sheet 'X' with Sheet 'X'". All changes on drawings shall be bubbled to clearly indicate what has changed from the original issue document.
- ☒ PG-5. The preferred format for Addenda is 8 ½" by 11" paper, allowing electronic transmission of the materials. Portions of a larger drawing may be broken into multiple 8 ½" by 11" sketches.
- ☒ PG-6. Changes made to the documents for Addenda shall be made to the base documents and indicated with a bubble, so that the base document always represents the up to date contract set.
- ☒ PG-7. <Review the proposed GMP proposal for completeness, compliance with the project's budget, and general acceptability>

EXHIBIT C

MINIMUM REQUIREMENTS FOR CONSTRUCTION ADMINISTRATION PHASE (CA)

(see Section 1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT, for expanded information on the following work requirements)

- CA-1. Visit the site to observe and familiarize himself with the progress and quality of the Work and to determine whether the Work is proceeding in accordance with the Contract Documents. Observe the progress and quality of the Work to determine what work should be rejected as not conforming to the Contract Documents.
- CA-2. Provide copies of the Consultant's field reports to the Owner.
- CA -3. Recommend amounts due to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment.
- CA -4. Render interpretations of the Contract Documents necessary for the proper execution or progress of the Work on written request of either the Owner or the Contractor.
- CA -5. Render written decisions on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents
- CA -6. Review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.
- CA -7. Prepare Architectural Supplemental Instructions, Requests for Proposal, Construction Change Authorizations, Change Orders, and any other necessary documents for the project, the Owner's approval or the execution in accordance with the Contract Documents.
- CA -8. Review and analyze all requests for Change Orders including all documents offered to substantiate such requests.
- CA -9. Inspect the work to create a punch list of all incomplete, incorrect or deficient work when requested by the contractor for Substantial Completion. Provide final inspection and review of the punch list following completion of items.
- CA -10. Conduct inspections to recommend the Dates of Substantial Completion and Final Completion to the Owner, shall arrange for a final inspection and shall determine to the best of their knowledge and professional judgment that all

Work performed by Contractor is in accordance with the requirements of the Contract Documents.

- CA -11. The Consultant and the Owner shall mutually schedule an inspection of the Project to be made by the Consultant and the Owner at a time prior to one year after Substantial Completion of the Work.
- CA -12. Change, update and maintain the original/base computer generated or hand generated drawings to produce and include ASI's, RFI's and accepted change orders in order to maintain an updated set of Construction Documents.
- CA-13. Using the LEED scorecard, Lab21 or other evaluation criteria developed for the Construction Documents, continue to review and confirm that the selected and specified materials, assemblies, equipment and approaches are being provided.
- CA -14. The Mechanical Engineer is to provide test and balance services for the mechanical system, including water flows; and commissioning of equipment and systems, to assure proper installation, operation, sequences, and capacity.

EXHIBIT C

MINIMUM REQUIREMENTS FOR PROJECT CLOSE-OUT DOCUMENTS (CO)

- COG-1. The Consultant shall review, develop and process as needed, and transmit to the District the following:
- a. A thorough punch list developed by each consultant team member, accompanying the Contractor on a system-by-system, room-by-room inspection to ensure compliance with drawings, specifications, modifications to the documents and change orders.
 - b. Certificate of Substantial Completion.
 - c. Written final acceptance of all punch list items as reviewed and approved by Consultant and sub-consultants, or alternative recommendations for final disposition of items that are incomplete or unacceptable.
 - d. Review and written final acceptance by Consultant and sub-consultants Contractor's Operations and Maintenance manual, guarantees, warranties and extra materials distribution, along with other close out information for compliance with Contract Documents.
 - e. Contractor "As-built" drawings and specifications.
 - f. AIA close-out documents required by the contract, including Consent of Surety, Contractor's Affidavit of Payments of Debts and Claims, etc.
 - g. Any adjustments to and processing of the final payments to the Contractor.
 - h. Final retention release to the Contractor.
 - i. Lien Releases from subcontractors.
- COG-2. The Consultant shall transmit to the District:
- a. Computer disks of updated final site and floor plans, and other electronically produced media as described in Article 15, Paragraph 4.
 - b. One copy of any submittal, samples, or shop drawing materials from the project that would otherwise be disposed of at the end of the project.
 - c. The most recent existing set of reproducible drawings used in the project for issuing of bid sets, updated/progress drawings, and CD-ROM copies of all electronic drawings files used in the project etc. No additional

updating of these drawings is required.

- d. Five copies of a narrative of the sequence of operations for all mechanical systems, confirmed versus the original design and as-constructed installation.

- COG-3. Using the LEED scorecard, Lab21 or other evaluation criteria developed for the Construction Documents, provide a final self-certified accounting for the project, summarizing what criteria have been met, which have not and a final opinion of LEED or other certification achieved.

Example Matrix of services to be provided by each team member (next page)

R = Review only X = Primary Responsibility I = Inspect/observe only T = Test O = Owner option: Owner will select party to provide the services											
Reviews and Inspections											
	A/E team (1)	Geo-technical/ materials testing firm (direct to owner)	Plan/permit review consultant (direct to owner)	Test and Balance firm (direct consultant to owner)	Other direct to owner consultant	FM Global (MCCD property insurer)	City or municipality, including local Fire Marshal	SCOTTSDALE COMMUNITY COLLEGE: Salt River-Pima Maricopa Indian Community (SRP-MIC) ⁽⁶⁾	Slate Fire Marshal	public utility	Contractor
Standard consultant team quality and conformance observations	I										
Plan review and permits											
Off-site paving and site work improvements	I						X	X			
Off-site utilities	R						X		X		
On-site utilities, including water, sewer, storm sewer	I		X (2)					X			
On-site fire hydrant and fire lanes							X (3)				
On-site utilities, including electrical and natural gas	R								X		
On-site storm or other retention	R		X (2)				X (2)	X			
Building, including civil, landscape, architectural, structural, mechanical,	I		X (3)					X	X (3)		
Site, including equivalent of local city zoning, set back, parking, etc.- Voluntary adherence to requirements	X		X					X			
Deferred submittals, including:											
truss joists and similar fabricator engineered elements	X		X					X			
Special Inspections required by building											
concrete	I	T									
bolts installed in concrete	I										
special moment resistant structural frame	I										
reinforcing steel placement in CMU or concrete	I										
pre-stressing steel tendons	I										
field welding	I	T									
high strength bolt torques	I	T									
structural masonry	I										
reinforced gypsum concrete	I										
insulating concrete fill	I										
spray applied fire proofing- density and thickness	I	T									
piling, drilled piers and caissons	I	I									
shotcrete	I										
special grading, excavation and fill	I										
smoke control systems	I										
electrical systems	I										
electrical main service entrance for meter installation	I		X (2)				X (2)	X (2)		I	T
Common materials and construction											
site utility installation and testing	I		R								T
plumbing system pressure testing	I		R								T
plumbing system chlorination	I		R								T
hi-pot and other electrical system testing	I		R								T
Air and Water System Test and Balance	T (5)			T (5)							X
Fire Spinkler system, including:											
design	X (4)					I/R		R	R		X
inspection of underground main-construction and pressure test	I					I		I			
observation of above ground installation	I					I		I			
final system test	I					I		R	I		X

R = Review only X = Primary Responsibility I = Inspect/observe only T = Test O = Owner option: Owner will select party to provide the services											
Reviews and Inspections											
	A/E team (1)	Geo-technical/ materials testing firm (direct to owner)	Plan/permit review consultant (direct to owner)	Test and Balance firm (direct consultant toowner)	Other direct to owner consultant	FM Global (MCCD property insurer)	City or municipality, including local Fire Marshal	SCOTTSDALE COMMUNITY COLLEGE: Salt River-Pima Maricopa Indian Community (SRP-MIC) ⁽⁶⁾	State Fire Marshal	public utility	Contractor
Fire Alarm system	X		R				R/I	R/I	R/T		T
Geo-technical test and report		X									
Materials testing and observation,											
cut, fill and other mass earthwork		X									
soil compaction and moisture		X									
asphalt pavement thickness and density		X									
concrete strength		X									
mortar strength		X									
grout strength		X									
Other specialized testing, including:											
paint thickness	R				X						
water penetration of window systems	R				X						

NOTES/COMMENTS:

1. Responsible appropriate registrant to provide observation
2. Some cities require their own review and jurisdiction for on-site utilities, storm water retention, etc. that impact their offsite utilites (water, sewer, storm sewer, etc.). If the city would like this review, they can assume the responsibility but still will not provide "permitting" for these items on site. Otherwise, the District's private code review firm will provide the reviews for these on-site items.
3. Site and building FIRE CODE review generally is done by the State of Arizona Fire Marshall unless a city has requested that this review be assigned to them by the State. Only a few cities have done this. Confirm early in the project who will provide Fire Code reviews (generally fire lanes, fire hydrants, fire alarm systems, fire sprinkler systems, etc.), exactly what they will want to review and what they will want to field inspect and pass.
4. Determine if city/SRP-MIC/Fire Marshal allows a performance specifications for fire sprinklers systems or requires
5. District will determine/select test and balance approach during consultant contract negotiations.
6. The Salt River Pima-Maricopa Indian Community (SRP-MIC) has full review, code and permit jurisdiction on the SCC site, including design review. No private review or permitting is required at this location, but all other professional reviews, tests and observation will be done as noted by other parties.

-- End of EXHIBIT C: CONSULTANT SCOPE OF SERVICES --

EXHIBIT D

FACILITIES TO BE PROVIDED IN THIS PROJECT

EDUCATION SPECIFICATION dated 9/19/17, incorporated by reference

-- End of EXHIBIT D: FACILITIES TO BE PROVIDED --

EXHIBIT E
CONSULTANT'S PROPOSAL

(include by reference)

-- End of EXHIBIT E: CONSULTANT'S PROPOSAL --

EXHIBIT F

(NOT USED)

-- End of EXHIBIT F: EXTENDED SERVICES --

EXHIBIT G

MARICOPA COMMUNITY COLLEGE DISTRICT

ADDITIONAL CONSULTANT REQUIREMENTS WHEN THE OWNER USES CONSTRUCTION MANAGER at RISK PROJECT DELIVERY

*(For use with CONSTRUCTION MANAGER AIA Document A121 Construction Contract,
Modified for Maricopa Community College use)*

The intent of Construction Manager at Risk Contract is that the Owner, Consultant team members and Contractor will share equally in the responsibility for delivering the proposed project on budget and on schedule. The Consultant team shall cooperate fully with the Owner and Contractor in the Design (Pre-Construction) Phase and the Construction Administration (Construction) Phase of the Project. The Consultant team, along with the Owner and Contractor, shall work together cooperatively to achieve timely completion of the Project within the Owner's budget.

1.1 DESIGN (PRE CONSTRUCTION) PHASE SERVICES

1.1.1 The Owner, Consultant and Contractor, upon execution of this Contract and the Construction Contract and General Conditions for Contractor, will meet to discuss issues and establish procedures for efficient interaction in a cooperative and mutually supportive manner that will permit all parties to perform their obligations of these Contracts. In addition to other subjects to be covered by the procedures will be:

1.1.1.1 Arrangements to collaborate and coordinate between the Consultant and Contractor in preparing and submitting all Design (Pre-Construction) Phase documents to the Owner. Also, arrangements for group discussions by Consultant, Owner and Contractor of all Design (Pre-Construction) Phase submittals;

1.1.1.2 Arrangements to encourage frequent and productive interactions between the Owner, Consultant and Contractor during the Design (Pre-Construction) Phase, and especially between Design Phase document submissions, for constructability reviews, review and analysis of estimates of Construction Costs, evaluate alternative designs, systems or materials, and in general to obtain the benefit of the Contractor's construction knowledge and experience, and the Consultant using that information in its design work on the Project;

1.1.1.3 Agree upon a schedule for the activities of the Owner, Consultant and Contractor;

1.1.1.4 Identify any long lead products or assemblies that need to be priced and pre-ordered to meet schedules;

1.1.1.5 Identify and describe if multiple bid packages or fast-tracked construction will be used and what separated bid packages will be required, if any;

1.1.1.6 Review Contract provisions, schedule coordination, procedures for paperwork processes, develop procedures and criteria for pre-qualification of subcontractors and material suppliers.

1.1.2 The Consultant shall record and distribute minutes of all meetings during all phases of the Work.

1.1.3 The Consultant shall provide cooperation and, if requested, assistance to the Contractor in the Contractor's development of his estimates of construction costs and Guaranteed Maximum Price (GMP).

1.1.4 At the end of each of the Schematic Design, Design Development and Construction Documents phases, the Consultant team shall review the education specifications, programming documents and other information developed in the design process, and report to the Owner and user group(s) any deviations from the information or requirements of those documents, and resolve and differences and discrepancies to the satisfaction of the Owner.

1.1.5 Consultant team members, in cooperation with the Contractor, shall provide technical review of the development of the program, design, Construction Documents, Specifications and other Contract Documents, specifically addressing:

- a. Project Schedule
- b. Local codes and design criteria
- c. Alternative designs or materials
- d. Potential economics and value engineering of proposed materials and methods and processes
- e. A constructability review

1.1.6 The Consultant, in cooperation with the Contractor, shall assist in preparing a Project construction schedule providing for the components of the Work, including any necessary phasing of construction or multiple bid packages, times of commencement and completion required of the Contractor, ordering and delivery of products requiring long lead times, and the occupancy requirements of the Owner. The Consultant shall assist in providing the current Project construction schedule for each set of bidding documents, where multiple bid packages are issued.

1.1.7 Based on Construction Documents, approved by the Owner, the Consultant will do the following in conjunction with the Contractor bid process for selecting subcontractors and material suppliers:

1.1.7.1 Prepare complete bid packages for the Contractor 's use for each portion of the Project to be bid separately and, if the Project is done in phases, complete sets of bid packages for each phase, as an additional service;

1.1.7.2 Provide written interpretations and clarifications of the Construction Documents requested by the Contractor or any potential bidder through the Contractor.

1.1.7.3 Evaluate prior approval requests for the Contractor and interested sub-contractors or suppliers, identical to the requirements in a traditional design-bid-build project delivery.

1.1.8 If at any time the Owner terminates the Contractor contract, the Consultant shall continue to provide and perform services under this Contract with the Owner and any substitute Contractor or competitive bid contractor. In addition, after any termination of any Contractor contract, the Owner reserves the right to proceed with the Project on a design-bid-build basis with adjustment to this Agreement as described in Article 3.

1.2 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.2.1 The Consultant shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with each other and with those of the Consultant and the Owner, to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.

1.2.2. The Contractor shall assist and cooperate with the Consultant to prepare and distribute agendas, schedule and conduct weekly meetings to discuss such matters as procedures, progress and scheduling. The first such meeting will be the Preconstruction Meeting, with these services extending to include all construction progress meetings. The Consultant shall prepare and promptly distribute minutes to the Owner and Contractor(s). The Construction Administration (Construction) Phase shall commence, although all activities of the Design Phase may not be complete, with the Owner's acceptance of the Contractor 's final Guaranteed Maximum Price (GMP); or if the Owner elects to proceed on a design-bid-build basis, with the award of the Construction Contract. The Design Phase will not end until the Construction Documents are complete and approved by the Owner.

1.2.3. Prior to commencement of the Construction Administration (Construction) Phase, the Owner, Consultant and Contractor will meet to establish procedures for the Construction Phase of the Project, including among other matters, handling of submittals, key contract provisions, schedule coordination, paperwork processes, inspections, and other matters of importance specific to the Project.

1.2.4 The Consultant shall attend weekly progress meetings and participate in all matters relating to procedures, schedules, work deficiencies, submittals, issuing Request for Information (RFI's) or Architectural Supplemental Instructions (ASI's), and/or other matters relating to the completion of the Project in accordance with the Construction Documents. The Consultant will prepare agendas, and record and distribute written meeting minutes to all attendees, the Owner and the Contractor.

1.2.5 The Consultant shall develop and implement procedures for the review and processing of applications by the Contractor for progress and final payments.

When requested by the Owner, and as an additional Service, the Consultant shall provide extended field presence for observation and project administration at the construction site

-- End of EXHIBIT G: ADDITIONAL CONSULTANT SERVICES WHEN OWNER USES CMAR --