REQUEST FOR STATEMENTS OF QUALIFICATIONS
DESIGN PROFESSIONAL SERVICES
CONSTRUCTION MANAGER AT RISK PROJECT
MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
d/b/a
VALLEYWISE HEALTH

Solicitation Number:	90-27-102-RFQ
Project Name:	The Valleywise Health Acute Care Hospital Expansion & Renovation
Project No.:	27-904
Release Date:	Tuesday, November 24, 2026
Advertisement Date:	Thursday, November 26, 2026
Site Visits:	No site visits prior to SOQ submittal (see Section 1.3(C))
Final Date for Inquiries:	Monday, December 14, 2026 @ 11:00 AM
RFQ Due Date and Time:	Tuesday, December 22, 2026 @ 2:00 PM
Notice of Intent to Award:	Monday, February 1, 2027
Anticipated Award Date:	Monday, March 29, 2027
Procurement Officer:	Donna.Benavidez@valleywisehealth.org

*This Project is part of the PROPOSITION 409 Capital Improvement Bond Program; the selected Design Professional for this Project will NOT be precluded from submitting and receiving awards for any other Proposition 409 Capital Improvement Bond Program projects, nor be given any preference for the award of any other project contracts.

**The District reserves the right to amend the solicitation schedule, as necessary.

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1.0 REQUEST FOR QUALIFICATIONS

The Maricopa County Special Health Care District d/b/a Valleywise Health (the "District") invites qualified design professional firms (each, a "Firm") with experience in the Construction Manager at Risk ("CM@R") project delivery method to submit a Statement of Qualifications ("SOQ") for the above-referenced Project, and other items as deemed necessary by the District (collectively, the "Services"). The District will select the Design Professional on the basis of qualifications in accordance with A.R.S. § 34-601 et seq. The District will evaluate SOQs, develop a final list of the highest-ranked Firms, and conduct oral interviews with the Firms on the final list as described in Section 1.11. No separate technical or price proposal is required under this RFQ.

1.1 Preparation/Submission of SOQ. Design Professional is invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The District may consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the District to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the District, any of the following are true:

(1) Design Professional does not meet the minimum required skill, experience or requirements to perform or provide the Services.
(2) Design Professional has a past record of failing to fully perform or fulfill contractual obligations.
(3) Design Professional cannot demonstrate financial stability.
(4) Design Professional SOQ contains false, inaccurate or misleading statements that, in the opinion of an authorized designee of the District, are intended to mislead the District in its evaluation of the SOQ.

B. Required Submittal. The SOQ shall be a maximum of 40 single sided pages to address the SOQ criteria (excluding cover letter, resumes, Firm Information Form, Organizational Information Form, Addendum Acknowledgement, Non-Collusion Affidavit Form, and Past Performance Verification Evaluation Submittals, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. Firms are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of the SOQ. The minimum allowable font for the SOQ is 11 pt, Arial or Times New Roman. Failure to adhere to the page limit, size and font criteria may result in the SOQ being determined non-responsive. Each SOQ shall be submitted with the following documents:

(1) Cover letter with a signature by a person authorized to bind the Design Professional. Submittal without a cover letter with a signature by a person authorized to bind the Design Professional may be determined non-responsive.
(2) Firm Information Form, with signature, including Authorization to Submit a Response, Required Certifications, and Organizational Information Form.
(3) Past Performance Verification Evaluation Submittals.
(4) Project Schedule.
(5) Resumes, Licenses and Certifications (if any).

(6) Acknowledgment page, with a signature, for any Addendum received.

C. Design Professional Firms Responsibilities. All Firms shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be accepted. A Firm submitting a late SOQ shall be notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

D. Online Submittals Only. All SOQs shall be submitted electronically via the following ShareFile link. Link will also be posted on the District's (Valleywise Health Contracts Management) website: https://valleywisehealth.org/about/procurement/open-solicitations/. Submittals shall be attached to the corresponding solicitation project and clearly marked with the Solicitation Number (90-27-102-RFQ) and the title "The Valleywise Health Acute Care Hospital Expansion & Renovation" The District is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

E. Timely Receipt. The SOQ must be received through the ShareFile link by the SOQ Due Date and Time indicated on the cover page of this RFQ. SOQs submitted by facsimile, e-mail, mail, or any method other than the ShareFile link will not be considered.

F. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a Firm (or designated representative) may amend or withdraw its SOQ. Any amendment shall be submitted as a complete replacement SOQ through the ShareFile link, and any withdrawal shall be made in writing by email to the Procurement Officer from the authorized person signing the SOQ. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.2 Insurance. All insurance requirements for the final Design Professional Services Agreement entered into by the parties shall provide insurance coverage and indemnification language consistent with the District's Risk Management requirements, as further described in the attached form of Design Professional Services Agreement, unless otherwise agreed to at the time of contract award.

1.3 Inquiries & Site Visits.

A. Written Inquiries Required. Any question related to the RFQ shall be in writing and submitted by email to the Procurement Officer, by the date and time of the Final Date for Inquiries indicated on the cover page of this RFQ. Any inquiries related to this RFQ shall refer to the title and number, page and paragraph. Any Firm found to be communicating with any member of the District in any manner other than as provided for in this RFQ shall be prohibited from submitting an SOQ, or if an SOQ is received, such SOQ shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be made in conformance to this Paragraph 1.3 of this solicitation document. The Procurement Officer shall provide a compilation of all questions received in writing with official answers that will be made available on the District's solicitation webpage. The District shall endeavor to post the compilation not later than three (3) business days after the inquiry deadline.

C. No Site Visits. The Project is located within an active health care facility. No site visits or facility walkthroughs will be permitted in connection with this RFQ prior to SOQ submittal. The District will schedule a site visit only for Firms selected for oral interviews, at a date, time, and in a manner determined by the District. No Firm may access the site except as authorized by the District. All costs associated with any site visit shall be borne by the Firm.

1.4 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum may result in the SOQ being rejected as non-responsive. It shall be the Firm's responsibility to check for addenda issued to this RFQ. Any addendum issued by the District with respect to this RFQ will be posted on the District's solicitation webpage.

1.5 Cancellation of RFQ. The District reserves the right to cancel this RFQ, reject in whole or in part, any or all submittals or determine not to enter into a contract as specified in the solicitation if the District determines in its absolute and sole discretion that such action is in the best interest of the District. Any cancellation or revision will be published as an addendum to the RFQ.

1.6 Inspection of Records/Audit. The District may, at reasonable times, inspect the place of business, operations, equipment or records of a design professional and its subconsultant that is related to the performance of any contract awarded or to be awarded by the District. The District is entitled to audit the books and records of a design professional and its subconsultant under any contract or subcontract to the extent that the books and records relate to the contract or subcontract. The design professional shall maintain the books and records for a period of six (6) years from the date of final payment under the contract and by the subcontractors for a period of six (6) years from the date of final payment under a subcontract, unless a different period is required by law.

1.7 Public Record. All SOQ submittals shall become the property of the District and shall become a matter of public record, subject to disclosure in accordance with Arizona public records law. Except for the names of the Firms on the final list, no information contained in an SOQ will be made public until after award and execution of a contract, to the extent permitted by Arizona's public records law.

1.8 Confidential Information. If a Firm believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the Procurement Officer of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Firm as confidential shall not be disclosed until the Procurement Officer, or authorized designee, makes a written determination. The Procurement Officer or authorized designee shall review the statement and information with the District's Attorney and shall determine in writing whether the information shall be withheld. If the District's Attorney determines that it is proper to disclose the information, the Procurement Officer shall inform the Firm in writing of such determination.

1.9 Design Professional Firm Licensing and Registration. Prior to the award of the Agreement, the successful Firm shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. The Firm and the registrants responsible for each discipline shall be registered with the Arizona State Board of Technical Registration pursuant to Title 32, Chapter 1, Arizona Revised Statutes, and the Firm shall provide registration and licensure information with the SOQ. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.10 Certification. By submitting an SOQ, the Design Professional Firm certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District employee, officer or agent in connection with the submitted SOQ. It (including the Firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating a bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, District officials, the District Management and/or other District staff. All inquiries must be addressed to the District. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the Firm Information Form is genuine, and the person signing has the authority to bind the Design Professional Firm. Failure to sign the cover letter and the Firm Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Design Professional Agreement. By submitting an SOQ, the Firm represents that it has reviewed the attached sample Design Professional Services Agreement and is prepared to execute an agreement in substantially that form if selected for award, subject only to those exceptions expressly identified in its SOQ. Any requested exceptions, deviations, qualifications, or proposed revisions to the sample Design Professional Services Agreement must be specifically and clearly stated in the SOQ, with the applicable section identified and proposed substitute language provided. Any exception not expressly stated in the SOQ shall be deemed waived. The District reserves the right, in its sole discretion, to reject any requested exception, to require execution of the agreement in a form acceptable to the District, and to determine that an SOQ containing requested exceptions is non-responsive or otherwise not in the District's best interests.

1.11 Award of Agreement.

A. Evaluation; Selection. A Selection Committee composed of representatives from the District will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will evaluate and score the SOQs using the criteria and weighting shown in Section 4.0 and will develop a final list of at least three (3) and not more than five (5) of the highest-ranked Firms. If fewer than three (3) Firms submit SOQs, the number of Firms on the final list will be adjusted accordingly. The Selection Committee will then conduct oral interviews with the Firms on the final list as described in Section 1.11(B) and, following the interviews, will establish the final ranking based on the SOQ and oral interview results.

B. Oral Interviews. The District will conduct oral interviews with the Firms on the final list. Interviews will be used to clarify information contained in the SOQ and to evaluate the firms' understanding of the Project, approach, and key personnel. The District will provide interview instructions, format, scoring criteria, and scheduling information to the Firms on the final list. Interview scoring will be stated in the interview instructions, and the final ranking will be based on the combined SOQ and interview scores.

C. Form of Agreement. The selected Firm will be required to execute the District's Design Professional Services Agreement in a form acceptable to the District's Attorney. A sample of the Design Professional Services Agreement is included with this RFQ. If the District is unsuccessful in negotiating an Agreement with the highest ranked Firm, the District may negotiate with the second, then third, highest ranked Firm until an Agreement is executed. Or, in the alternative, the District may issue a request for proposals to all Firms on the final list. In either case, District Board approval is required prior to any award and execution of the Design Professional Services Agreement.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the District expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all SOQs or portions thereof or (3) cancel or reissue the RFQ.

E. Protests. Any Firm may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the District's Procurement Code and applicable law.

1.12 Offer. An SOQ submittal is an offer to contract with the District based upon the terms, conditions and specifications contained in this RFQ and the Design Professional Firm's responsive SOQ, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Firm has signed, and the District has approved, a Design Professional Services Agreement between the District and the Design Professional Firm in the form acceptable to the District's Attorney. A sample Design Professional Services Agreement is included herein.

1.13 Key Personnel. The Firm shall ensure that the Key Personnel identified in its SOQ are the Key Personnel assigned to the Project. Key Personnel shall not be replaced without the prior written acceptance of the District. Unauthorized replacements will result in disqualification of the SOQ or breach of the resulting agreement.

1.14 Conflict of Interest. It shall be a breach of ethical standards for any employee or agent acting on behalf of the District to directly or indirectly participate in or benefit from a procurement when the employee, agent or his immediate family has a financial interest in the business or organization, or has a potential for financial gain as a direct result of their actions. The Design Professional shall ensure that it complies with the District's conflict of interest policy.

1.15 Selection Policy. It is the District's policy that design services and project/construction management services on this Project be provided by different Firms. Accordingly, a Firm selected to provide design professional services (or as a subconsultant to the Design Professional) will not be eligible to provide the project/construction management services on the Project, and vice versa. Different firms sharing common ownership will not be accepted.

1.16 No Obligation to Award. This RFQ does not commit the District to award a contract, to defray any

costs incurred in the preparation of a response, or to procure or contract for services.

1.17 Extension of Due Date. The District reserves the right to extend the date by which SOQs are due.

1.18 Additional Information; Rejection of Submittals. The District reserves the right to request additional information or clarification from any or all respondents, and to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the Project in its entirety, at its sole discretion.

2.0 SCOPE OF WORK

The Project consists of design and construction-phase services in support of the construction of the Project. The responsibilities of the Design Professional are set forth in the attached pro forma Design Professional Services Agreement and the Design Professional Scope of Services (Exhibit A to the Agreement), which describes the services as applicable to the Project. The total construction budget for the Project(s) is approximately $37,000,000 to $40,000,000.

3.0 PRELIMINARY DESCRIPTION OF PROJECT

The District intends to design and construct / renovate the Valleywise Health 10th Floor Finish Shell Space, 5th & 6th Floor Renovations, and 1st Floor Observation Unit Addition, which must be complete no later than early 2030.

3.1 Team Approach. Valleywise Health intends to use a team-based approach that includes the Valleywise Health team as the owner's representative, the Design Professional, and the CM@R and its subcontractors. The District expects these parties to work collaboratively and support one another to advance the Project's overall success. In other words, the goal is a team-oriented, mutually beneficial arrangement. Team members are expected to prioritize the Project's objectives over individual interests. Valleywise Health considers a strong team approach to be a critical qualification for the Design Professional.

3.2 Project Description. The Valleywise Health 10th Floor Finish Shell Space, 5th & 6th Floor Renovation and 1st Floor Observation Unit Addition is a multi-phased project to expand patient services in the Acute Care Hospital (ACH) located on Valleywise Health's Main Campus at 2601 E. Roosevelt Street, Phoenix, Arizona. The selected Design Professional will work with Valleywise leadership and internal stakeholders to develop the final program and design to expand the bed capacity for the hospital by 36 beds in the 10th Floor shell space on the top floor of the ACH. Renovation of portions of the 5th & 6th floor of the ACH will be required to expand Women's and Children's services. The construction for the 5th & 6th floor renovation will need to occur after the construction of the 10th floor, but design can occur concurrently.

A new 20-bed Observation Unit will also be programmed and designed on the 1st floor to expand Emergency Services capacity. This project is anticipated to include a basement level that ties to the existing ACH basement. This new basement area will be part of the 1st Phase of an underground service tunnel system that will connect the existing Virginia G. Piper Pavilion and future buildings planned on the campus. Phase 1 will connect the new basement area to a new freight elevator and above grade lobby adjacent to the Virginia G. Piper Pavilion. Due to the limited availability of space within the ACH and around the Roosevelt campus, construction of the Observation Unit and Phase 1 of the Service Tunnels may occur on a separate timeline from the 10th floor and 5th & 6th floor construction, but design can occur concurrently.

4.0 STATEMENT OF QUALIFICATIONS FORMAT; SCORING

4.1 Scoring. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and rank each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criterion and not the minimum number that the Selection Committee may award.

The SOQ shall be scored as follows:

Criterion	Maximum Score
MANAGEMENT	
Project Understanding and Management Approach	25
Schedule and Cost Control Ability	10
Quality Control Ability	5
EXPERIENCE	
Firm Experience and Capability for the Work	10
Proposed Project Manager	25
Proposed Project Staff	10
REFERENCES	
References (Past Performance Verification)	15
Total Maximum Points	**100**

4.2 Cover Letter. Cover letter as described in Subsection 1.1(B) (Required Submittal). Identify the location of the Design Professional Firm's principal office and the local work office, if different from the principal office. Include any documentation that supports the Design Professional Firm's authority to provide services in Arizona. Provide a general description of the Firm that is proposing to provide the Services, including years in business. Provide the name, address and telephone number of the person to contact concerning the SOQ.

4.3 Project Understanding and Management Approach. Demonstrate the Firm's comprehension of the objectives and services for the proposed Project. Do not merely duplicate the scope of work described in this RFQ. Describe the team's comprehension of the Project goals and objectives; the team's approach to managing the Project; whether the statement of services is sufficiently explicit for the proposed work; the major issues identified and how the team intends to address them; and any assumptions made.

4.4 Schedule and Cost Control Ability. Demonstrate the Firm's ability to manage the schedule and budget of the Design Professional and the CM@R throughout the preconstruction and construction phases and describe the methods the team will employ.

4.5 Quality Control Ability. Demonstrate the Firm's ability to provide quality control oversight of the design throughout the preconstruction and construction phases, and describe the methods the team will employ.

4.6 Firm Experience and Capability for the Work. List up to five (5) projects similar in scope and size, including CM@R and other alternative-delivery projects, awarded to the Firm for design professional services in Arizona during the last five (5) years. For each, provide the project description, client name and contact, award date (note if pending), construction cost, status of completion, and estimated completion date. Provide an organization chart showing the Key Personnel identified in Sections 4.7 and 4.8, lines of authority, points of contact, and the percentage of weekly time each individual will commit to the Project.

4.7 Proposed Project Manager. Name the Project Manager directly responsible for and engaged in the Work and describe that individual's specific qualifications and experience directly related to the proposed contract. Include the employer; professional registrations; length of time with the Firm; state of residency; a description of qualifications in terms of education and experience (emphasizing alternative project delivery experience); a minimum of three (3) similar projects for which the individual had managerial responsibility, with references; and the individual's current and potential time commitments to all clients.

4.8 Proposed Project Staff. Name the key staff of the Firm and its subconsultants who will perform the Services and describe each individual's specific qualifications and experience directly related to the proposed contract. For each, include the employer; professional registrations; length of time with the Firm; state of residency; responsibility on the Project; a description of qualifications; a minimum of two (2) similar projects with references; and the individual's current and potential time commitments to all clients.

4.9 Resumes. Attach a résumé and evidence of certification, if any, for each key personnel member to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

4.10 References. *References will be checked*, and it is the Firm's responsibility to ensure that all information is accurate and current. Design Professional Firm authorizes the District's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the District to verify references may result in the SOQ being considered non-responsive.

5.0 PAST PERFORMANCE VERIFICATION FORM (PPVF)

The District desires feedback on the past performance of the Firm's projects. Provide the attached Past Performance Verification Form ("PPVF") to the owner (or owner's representative) directly responsible for oversight of three (3) similar, substantially completed projects, to be completed and submitted directly to the District by email to the Procurement Officer prior to the date and time listed on the form. List the agency or firm name, address, phone number, and contact information for each reference on the attached Appendix A and include Appendix A as an appendix to the SOQ.

PPVFs will only be accepted from the agencies listed on Appendix A. Points will be awarded on a sliding scale with maximum of 5 points for each PPVF received. Zero points will be awarded for a project if: (a) Appendix A is not included in the SOQ; (b) the PPVF is received after the date and time specified; (c) the project is not listed on Appendix A; (d) the project is not substantially complete; (e) the Firm was not the

prime design professional; or (f) the person responding was not directly responsible for project oversight. It is the Firm's responsibility to ensure the District receives all PPVFs prior to the deadline.

6.0 EQUAL OPPORTUNITY

The District is an equal opportunity employer. Minority-owned and women-owned business enterprises are encouraged to submit SOQs on the Project.

ATTACHMENTS

Appendix A — Past Performance Verification Evaluation Submittals List
Past Performance Verification Form (PPVF)
Design Professional Information Form
Addendum Acknowledgement
Non-Collusion Affidavit Form
Organizational Form
Exception to Requirements and Contract Documents Form
Pro Forma Design Professional Services Agreement (including Exhibit A, Scope of Services, and Exhibits B through F)

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS TO THE DISTRICT

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the Design Professional Firm** to ensure that the District receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in zero points for that specific evaluation.

Eligibility and scoring: A project receives zero points if the reference is not listed in Appendix A, the PPVF is late, the project is not substantially complete, the firm was not the prime design professional, or the evaluator was not directly responsible for project oversight. The firm must ensure timely receipt.

(NOTE: Only agencies or firms listed as 1, 2, or 3 will be accepted. Do not add lines to this form.)

1. Firm Name: _____

   Prior Project: _____

   Address: _____

   _____

   Contact Name: _____

   Contact Phone and Email: _____

2. Firm Name: _____

   Prior Project: _____

   Address: _____

   _____

   Contact Name: _____

   Contact Phone and Email: _____

3. Firm Name: _____

   Prior Project: _____

   Address: _____

   _____

   Contact Name: _____

   Contact Phone and Email: _____

Past Performance Verification Form (PPVF)

For the Proposing Firm: Provide this form to the owner or owner's representative directly responsible for oversight of each of three substantially complete, similar projects on which your firm served as prime design professional. If the form is received after the date and time specified, it will not be accepted. Prior similar District work is encouraged, if applicable; firms without prior District projects will not be penalized.

For the Reference: Complete this page and email it directly to the District contact at **donna.benavidez@valleywisehealth.org** before the SOQ deadline of **Tuesday, December 22, 2026 at 2:00 PM Arizona time**.

Project and Reference Information

Company Being Evaluated: _____

Reference Agency or Firm: _____

Evaluator Name and Title: _____

Phone: _____ Email: _____

Prior Project name: _____ Substantial Completion Date: _____

Design Professional Services Provided:

_____

_____

Performance Ratings

Enter a score from 1 to 10 for each item (1 = lowest; 10 = highest). Use the specific endpoints shown for the last two items.

Performance measure	Score 1–10
Overall performance	
Completion on time	
Completion within budget	
Quality of work	
Proactive problem solving	
Staff turnover (1 = high turnover; 10 = low turnover)	
Willingness to hire again (1 = No; 10 = Yes)	
Total points (maximum 70)	

Additional comments: _____

_____

DESIGN PROFESSIONAL FIRM INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Design Professional Firm certifies that it has reviewed the administrative information and draft of the Design Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto, unless otherwise expressly agreed to by the District in an approved exception.

The Design Professional Firm further agrees to fully comply with all terms and conditions as set forth in the Valleywise Health Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement and the person signing the SOQ certifies that he/she is the person in the Design Professional Firm's organization responsible for, or authorized to make, decisions.

The Design Professional Firm further certifies that it is a corporation or other legal entity and that no attempt has been made or will be made by it to induce any other respondents or person to submit or not to submit a response in response to this RFQ.

- ❑ All amendments to this RFQ issued by Valleywise Health have been received by the person/organization below. All amendments are signed and returned with the Response.
- ❑ No amendments have been received.

_____ _____
DESIGN PROFESSIONAL FIRM FEDERAL TAX ID NUMBER SUBMITTING SOQ

_____ _____
PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

_____ _____
ADDRESS TELEPHONE FAX #

_____ _____
CITY STATE ZIP DATE

WEB SITE:_____ E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO.: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

_____ Small Business Enterprise (SBE)

_____ Minority Business Enterprise (MBE)

_____ Disadvantaged Business Enterprise (DBE)

_____ Women-Owned Business Enterprise (WBE)

Has the Design Professional Firm been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

ADDENDUM ACKNOWLEDGMENT

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

ADDENDUM NUMBER: 1 DATED:_____

ADDENDUM NUMBER: 2 DATED:_____

ADDENDUM NUMBER: 3 DATED:_____

ADDENDUM NUMBER: 4 DATED:_____

ADDENDUM NUMBER: 5 DATED:_____

ADDENDUM NUMBER: 6 DATED:_____

(Respondent)	(Address Line 1)
(Print Name)	(Address Line 2)
(Print Title)	(Phone)
(Signature Required)	(Fax)
(Email Address)	(Federal Taxpayer ID Number)

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)§
COUNTY OF MARICOPA)

being first duly sworn, deposes and says:

That he is of (Title) (Name of Business)

Responding to the RFQ for the Valleywise Health Acute Care Hospital Expansion & Renovation Project in the County of Maricopa, State of Arizona.

That, in connection with the above-mentioned project, neither he/she, nor anyone associated with the aforesaid business, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of
A.R.S. § 34-251, Article 4, as amended.

(Signature of Affiant)

Subscribed and sworn to before me this day of , 20 .

My Commission Expires:

(Notary Public)

ORGANIZATIONAL INFORMATION

The Design Professional shall use this document to describe the background of its company, its size and resources and details of relevant experience.

1. Name of Respondent:

   _____

   dba:

   _____

2. To whom should correspondence regarding this contract be addressed?

   Individual's Name:

   _____

   Company Name:

   _____

   Address:

   _____

   City/State/Zip:

   _____

   Phone:_____Fax:_____Email address:_____

   Contact Person (if different from above):

   _____

3. Date business was established:

   _____

4. Ownership (e.g., public company, partnership, subsidiary):

   _____

5. Primary line of business:

   _____

6. Total number of employees:

   _____

7. Detail corporate experience within the last five years relevant to the proposed RFQ, including specific details regarding the respondent's experience.

_____

_____

8. Is your agency acting as the administrative agent for any other agency or organization? _____ If yes, describe the relationship in both legal and functional aspects.

_____

9. Does the organization have any uncorrected audit exceptions?

_____

If yes, please explain.

10. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program?

_____

If yes, please explain.

11. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)?

_____

If yes, please explain.

12. Has anyone in your organization, or has your organization ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS?_____

If yes, please explain. _____

EXCEPTIONS TO RFQ REQUIREMENTS AND CONTRACT DOCUMENTS

Design Professional must use this section to state any exceptions to the RFQ requirements and enclosed Contract Documents, and/or any requested language changes to the terms and conditions, contract, etc.

This is the only time Design Professional may contest these issues. Requests for changes after the date responses are due will **not** be considered and could subject the Design Professional to non-award on grounds of non-responsiveness.

Please sign and include this statement with your Response.

I have read Valleywise Health's Contract Provisions and:

- ❑ I accept them

- ❑ I have stated my exceptions and have included them in this Response. (List all exceptions on a separate page, include the page #, paragraph and sub-paragraph of the exception; provide any alternate language you wish to be considered. Failure to provide this information may deem your response non-responsive).

Printed Name of Authorized Individual	**Name of Submitting Organization**
Signature of Authorized Individual	**Date**

DESIGN PROFESSIONAL SERVICES AGREEMENT
(CONSTRUCTION MANAGER AT RISK PROJECT)
BETWEEN
MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
D/B/A VALLEYWISE HEALTH
AND
[DESIGN PROFESSIONAL NAME]

Project Name: [PROJECT NAME]
Project No.: [PROJECT NO.]
Contract No.: [CONTRACT NO.]

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and effective this _____ day of _____, 20____, by and between the Maricopa County Special Health Care District d/b/a Valleywise Health, a political subdivision of the State of Arizona (the "District"), and [DESIGN PROFESSIONAL NAME], a[n] [STATE AND ENTITY TYPE] (the "Design Professional"), for professional design services related to the [PROJECT NAME] project, located at [PROJECT ADDRESS], and other related items as deemed necessary by the District (the "Project"). The District and the Design Professional may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

The Project will be delivered using the construction-manager-at-risk ("CM@Risk") method of project delivery pursuant to A.R.S. § 34-601 et seq. In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1
SERVICES AND RESPONSIBILITIES

1.1 Intent. The District intends to enter into a contract for services by a qualified design professional for the architectural and engineering services and construction administration services set forth in Exhibit A – Scope of Services (Design Professional) (the "Scope of Services"), including the Basic Services and the Additional Services (as defined below) (collectively "Professional Services"). The Design Professional shall render the Professional Services in the phases and subphases described in the Scope of Services and shall be coordinated with the services of the Construction Manager at Risk ("CM@Risk") as described herein and in the District's separate agreement with the CM@Risk (the "CM@Risk Agreement"), a copy of which the District will provide to the Design Professional upon execution. The phases and subphases are to be performed in the sequence set forth in the Scope of Services, and Design Professional shall not proceed with the next phase or subphase in the Scope of Services without prior written authorization from the District.

The District engages the Design Professional to render the professional design services set forth in this Agreement, in accordance with all of the terms and conditions contained in this Agreement.

1.2 Project Description. The Project is described in Exhibit A – Scope of Services (Design Professional), attached.

1.3 Essential Conditions. Due in part to the nature of the work Design Professional is to perform, it is understood that the times for commencing and completing the Design Professional's Professional Services as specified herein are ESSENTIAL CONDITIONS of this Agreement. It is mutually understood and agreed that the Professional Services by Design Professional set forth in this Agreement shall be promptly commenced on the date specified in the District's written notice to proceed. Consistent with the Standard of Care set forth in this Agreement, all Professional Services shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will assist the CM@Risk to complete the Project within the time set forth in the Scope of Services and Exhibit C – Schedule of Services.

1.4 Agreement Documents; Order of Precedence. The Agreement Documents consist of this Agreement and its Exhibits, as subsequently modified by written Amendments. In the event of a conflict among the Agreement Documents, the following order of precedence applies:

A. This Agreement
B. Exhibit A – Scope of Services – Design Professional
C. Exhibit D – Compensation and Payment Schedule
D. Exhibits B, C, E, and F
E. The District's Request for Qualifications, including all exhibits, addenda, and clarifications
F. The following other documents, if any, forming part of the Agreement: [INSERT LIST OF DOCUMENTS AND DISTRICT'S PROJECT CRITERIA AS APPLICABLE OR INSERT "N/A"]
G. The Design Professional's Statement of Qualifications submitted in response to the RFQ, but only as to the Design Professional's representations regarding its qualifications, Key Personnel, and Subconsultants; no condition, qualification, or exception stated in the Statement of Qualifications shall form part of this Agreement unless expressly accepted by the District in writing.

1.5 Definitions. The following definitions shall apply:

A. "Applicable Law". All applicable codes, statutes, ordinances, laws (including the Americans with Disabilities Act ["ADA"]), rules and regulations, and lawful orders of all public authorities having jurisdiction over the District, the Project, the Project Site, the Services or the Work.
B. "As-built Record Drawings". Complete As-constructed Record Drawings, prepared by the Design Professional, showing significant changes in the Project resulting from addenda, accepted or deleted alternates, field orders, change orders, construction change directives, bulletins, and/or from the Contractor Mark-up Set, including marked-up prints, drawings and/or other data generated by the Contractor during the course of construction of the Project. These drawings need not include minor changes in the routing of conduit runs and plumbing lines, the exact order of wiring, receptacles, or lighting fixtures.
C. "CM@Risk" means the Construction Manager at Risk defined in the CM@Risk Agreement and all persons and entities identified as members of the CM@Risk Team in the CM@Risk's response to the District's RFQ which led to the CM@Risk Agreement with all amendments, and any substitutes permitted under the terms of the CM@Risk Agreement. The CM@Risk participates in the Pre-Construction Phase as set forth in the CM@Risk Agreement by, among other things, doing value engineering, evaluating costs and constructability, preparing schedules, and evaluating implications of alternate designs and systems and materials during and after design of the Project. During construction, the CM@Risk assumes all risk for price and schedule under the CM@Risk Agreement and its GMP.
D. "CM@Risk Agreement" means the contract between the District and the CM@Risk or, if the

District terminates the contract with the CM@Risk and elects to proceed using a different contractor, the contract between the District and that contractor. The CM@Risk Agreement is sometimes referred to as the "Construction Contract".

E. "Construction Costs" or "Construction Budget" (or "Cost of the Work") consists of those items of Work which are paid for by the District to the CM@Risk, and consists of those categories of direct and indirect construction costs set forth as allowable in the CM@Risk Agreement. It does not include any design or consulting fees, or the CM@Risk's preconstruction fees.

F. "Construction Documents" are the plans and specifications prepared by the Design Professional for the Project, approved by the District, and incorporated into the CM@Risk Agreement by reference after such approval, to be used to construct the Project. All amendments and modifications to the Construction Documents must be approved by the District prior to incorporation into the CM@Risk Agreement.

G. "Construction Phase" is defined as including the following subphases: construction administration, closeout, and warranty, and may include some activities that occur after Final Completion.

H. "Consultant" is an entity or person, other than the CM@Risk or the Design Professional, who performs any design or engineering services directly on behalf of the District, and shall include all employees, agents and authorized representatives of such entities or persons.

I. "Contract Time" shall mean the time period for Design Professional's performance of the Scope of Services and completion of the Project as set forth in the Scope of Services.

J. "Day" refers to the calendar day unless otherwise denoted.

K. "Delegated Design" means the professional design of a specific portion, component, assembly, system, or element of the Work that the Contract Documents expressly require to be provided by or through the CM@Risk, a Subcontractor, supplier, manufacturer, or fabricator and performed under the responsible charge of an appropriately licensed design professional. Delegated Design does not transfer responsibility from the Design Professional for establishing the applicable performance and design criteria, identifying required interfaces with other portions of the Project, or performing the review and coordination required by this Agreement.

L. "Delegated-Design Submittal" means a Submittal containing drawings, calculations, specifications, certifications, or other design documents prepared under the responsible charge of the appropriately licensed design professional responsible for a Delegated Design element and signed and sealed when required by Applicable Law or the Contract Documents.

M. "Design Phase" is defined as including but not limited to the following subphases: Pre-Design, Schematic Design, Design Development, Construction Documents, and Bidding / GMP Support.

N. "Design Professional" refers to the entity set forth in the preamble of this Agreement, which (a) is a qualified professional properly registered in the State of Arizona to furnish the applicable design and construction administration services, and (b) is not an agent or representative of the District except to the limited extent expressly provided in the Agreement Documents, including review and certification of CM@Risk progress payment applications and Substantial Completion, if so designated by the District.

O. "Design Professional Basic Services" or "Basic Services" is defined as all services described in the Scope of Services and this Agreement.

P. "Design Professional Additional Services" or "Additional Services" is defined as all services not described in the Scope of Services and this Agreement, but that are otherwise requested and authorized by the District, in writing.

Q. "Design Professional's Supplemental Instruction" means a written or graphic instruction, clarification, interpretation, supplemental Drawing, Specification, sketch, detail, or other document issued by the Design Professional during construction to clarify or supplement the Contract Documents. A Supplemental Instruction shall not authorize a change in the Project scope, Contract Sum, Contract Time, approved design intent, quality, system performance, or District standards unless such change is separately authorized by the District in accordance with the Agreement Documents.

R. "Design Submission Documents" or "Design Documents" consist of the Drawings and Specifications prepared at specific phases of the design effort by the Design Professional including Pre-Design, Schematic Design, Design Development, Construction Documents, and Bidding/GMP.

S. "Final Completion" is defined as 100% completion of all Work by the Design Professional and CM@Risk described by or reasonably inferred from the Project Criteria and Contract Documents, including but not limited to all a) punch lists, b) Close-Out Documents, c) District training/start up activities, and d) third party commissioning.

T. "Hazardous Materials" means asbestos and asbestos-containing materials, lead and lead-containing materials, mold, polychlorinated biphenyls (PCBs), mercury, radioactive materials, hazardous substances, hazardous wastes, and other materials or substances regulated as hazardous, toxic, or environmentally controlled under Applicable Law.

U. "Probable Construction Cost" is the estimate of the Construction Costs that is to be prepared by the Design Professional for presentation to the District.

V. "Product Data" is manufacturers' or suppliers' standard illustrations, specifications, performance data, product literature, diagrams, installation instructions, certifications, testing information, warranties, and other information submitted to demonstrate the materials, products, equipment, systems, or components proposed for incorporation into the Work.

W. "Project Budget" is the total cost to the District for the Project, including the payments to Design Professional, CM@Risk's Pre-Construction Phase Fee, the GMP, other Consultants, furniture, fixtures, and equipment, site acquisition, permit fees, management fees, owner-supplied labor, materials and equipment, and other incidentals required to achieve Final Completion of the Project.

X. "Project Criteria" are developed by or for the District to describe the District's program, requirements and objectives for the Project, including use, space, price, time, site, utility, parking, and expandability requirements, as well as all submittal requirements and other requirements affecting CM@Risk's performance of its Work. The Project Criteria may include conceptual documents, design criteria, performance requirements, and other Project specific technical materials and requirements prepared by or for the District.

Y. "Punch List" are those minor items of Work identified and listed by Design Professional and agreed to by the District to be completed by CM@Risk after Substantial Completion and prior to Final Completion, which do not prevent the Project from being fully used for the purpose for which it is intended and which will not prevent the issuance of a certificate of occupancy.

Z. "Request for Information or RFI" is a written request for clarification or interpretation of the Contract Documents submitted by the CM@Risk in accordance with the Contract Documents that identifies the specific Drawing, Specification, detail, requirement, or other information requiring clarification. An RFI is intended to clarify the Contract Documents and shall not, by itself, authorize a change in the Project scope, Contract Sum, Contract Time, quality, performance requirements, or District standards.

AA. “Sample” is a physical example, specimen, mock-up, or other representative portion of a material, product, equipment item, assembly, color, texture, finish, workmanship, or other characteristic of the Work submitted to establish the standard by which the corresponding Work will be evaluated.

BB. “Shop Drawing” means a drawing, diagram, schedule, illustration, fabrication drawing, erection drawing, installation drawing, coordination drawing, or other data specially prepared for the Project by or on behalf of the CM@Risk, a Subcontractor, supplier, manufacturer, or fabricator to illustrate or describe the fabrication, assembly, installation, coordination, or other portion of the Work.

CC. “Standard of Care” has the meaning set forth in Section 1.7.10.

DD. “Subconsultant” is an entity or person who performs any services directly on behalf of the Design Professional, and shall include all employees, agents and authorized representatives of such entities or persons.

EE. “Subcontractor” (of any tier) is any entity or person who performs a portion of the Work, on or off site, directly on behalf of the CM@Risk, including any materials, workers and suppliers, and shall include all employees, agents and authorized representatives of such entities or persons.

FF. “Submittal” is any Shop Drawing, Product Data, Sample, mock-up, coordination drawing, delegated-design document, manufacturer’s literature, certification, test report, schedule, or other information or document required by the Contract Documents to be submitted by or on behalf of the CM@Risk for review, approval, acceptance, or other action by the Design Professional, District, or other designated Project participant. Submittals are not Contract Documents unless expressly incorporated into the Contract Documents by written modification approved by the District.

GG. “Substantial Completion” is the date on which CM@Risk’s Work, or an agreed upon portion of the Work, is sufficiently complete, as certified by the Design Professional and accepted by the District through issuance of a Certificate of Substantial Completion, so that the District can fully occupy and utilize the Project, or a portion thereof, for the purposes for which it is intended. In order to achieve Substantial Completion, all Work must be complete except for items included on the approved punch list. As part of Substantial Completion all required inspections, State Fire Marshal and State Elevator certificates, Boiler inspection, ACC inspection for natural gas lines, and preliminary test and balance of the mechanical system must be obtained or completed in addition to any other requirements not noted here but required for substantial completion. (Note – The District retains the right to require inspections of the Work past those inspections required for Substantial Completion, and such inspections may be required through the date of Final Completion.)

1.6 Scope of Services. The Design Professional shall do, perform and carry out, in a satisfactory and proper manner as determined by the District, the services set forth in this Agreement, including all exhibits (the "Services"). The specific scope of services for this Project is set forth in Exhibit A (Scope of Services). The Services shall be performed by or under the responsible charge of design professionals registered pursuant to Title 32, Chapter 1 of the Arizona Revised Statutes in the applicable discipline (architecture, engineering, landscape architecture, land surveying, or geology), as applicable to the Project. At a minimum, construction documents shall conform to the following standards: (i) all plans of the same type shall be drawn at the same scale; (ii) the correct information shall be shown the least number of times; (iii) all plans shall have the same orientation; (iv) consistent terminology shall be used between the plans and specifications; (v) vague notes (such as "see architectural" or "see structural") shall be avoided and cross references shall be specific; (vi) match line locations shall be consistent in all descriptions; (vii) wall

sections on the same sheet shall be shown at relative elevations to each other; and (viii) references to "by others" shall be avoided and specific responsibilities shall be set forth. Construction documents shall satisfy all applicable standards of the profession for complete documents necessary to construct a fully operational and functional facility. The Design Professional shall take measures necessary to comply with this requirement prior to final submittal to the District. Incomplete items shall be completed by the Design Professional at the Design Professional's cost, subject to the Standard of Care in Section 1.7.10.

1.7 Responsibility of the Design Professional.

1.7.1 Compliance. The Design Professional agrees that the specifications and Contract Documents prepared by the Design Professional will fulfill the purposes of the Project, will meet all applicable code requirements, and will comply with applicable laws and regulations, in each case subject to the Standard of Care set forth in Section 1.7.10. Such specifications, Contract Documents and all other documents prepared by the Design Professional shall be prepared in accordance with the Standard of Care. Any review or approval of such specifications and Contract Documents by the District does not diminish these requirements or relieve the Design Professional of responsibility for the Services.

1.7.2 Cooperation with the District's Representative and/or PM/CM. Pursuant to the Standard of Care, the District and Design Professional will cooperate with each other and with the CM@Risk and others involved in the Project to the maximum extent possible and to proceed on the basis of trust, confidence, and good faith to permit each party to this Agreement and the CM@Risk Agreement to realize the goals sought and benefits afforded under this Agreement. Those goals and benefits include the satisfactory and timely completion of the Project and the performance of all obligations described by this Agreement.

If the District retains a Project Manager/Construction Manager ("PM/CM") for the Project, the Design Professional shall cooperate with the PM/CM during the design phase in the performance of constructability reviews and value engineering studies. The Design Professional shall incorporate the PM/CM's comments into the construction documents at no additional cost to the District; provided, however, that if the Design Professional believes such comments should not be incorporated, the Design Professional shall notify the PM/CM of the reason the comments were not incorporated. Nothing in this paragraph shall authorize the PM/CM to design the Project, and the Design Professional shall remain solely responsible for the design of the Project.

The District will enter into a separate contract with the CM@Risk to provide preconstruction and construction phase services. The Design Professional shall cooperate with the CM@Risk at all times the CM@Risk is performing its services under its contracts with the District, including reasonable consideration of the CM@Risk's recommendations regarding design and equipment and prompt and reasonable cooperation in the CM@Risk's development of its estimates of Construction Costs and the Guaranteed Maximum Price ("GMP"); provided, however, that the Design Professional shall maintain sole responsibility for the design of the Project.

The Design Professional shall advise and consult with the District, if requested by the District, on selection of the CM@Risk. Further, the Design Professional shall actively participate in discussions between the District and the CM@Risk regarding negotiations about the GMP and its acceptance by the District. The Design Professional shall review all GMP deliverables and advise the District of any deficiencies in any GMP documents or proposals submitted by CM@Risk to the

District.

The Design Professional shall keep the Project within the Construction Budget and the schedule requirements. The CM@Risk, the District, the District Representative, PM/CM (if any), and the Design Professional, called the "Project Team", shall cooperatively work together during all phases of the Project in which they are involved to achieve expedited completion of the Project in accordance with the Construction Budget and the District's time constraints. While the CM@Risk shall provide leadership to the Project Team during the Design Phase for all cost, schedule, or constructability reviews and choice of building systems issues and on all matters relating to construction, the Design Professional is to assist and cooperate on these items to the maximum extent possible.

The Design Professional shall prepare and provide all documents in a form necessary for the District to obtain any and all approvals required for approval of design and completed construction by all governmental authorities having jurisdiction over the Project and/or designated by the District. The District will sign applications and pay applicable fees for such governmental approvals.

The Design Professional shall prepare complete and useable plans and specifications for the CM@Risk's use for each portion of the Work to be bid separately and, if the Work is done in phases, complete plans and specifications for each phase.

The Design Professional shall advise the District on the acceptability of Subcontractors and material suppliers proposed by the CM@Risk. Among other things, Design Professional shall assist the CM@Risk in the pre-qualification of Subcontractors and in the preparation of drawings, specifications and information for the purpose of preparing the Subcontractor bid packages. The Design Professional shall not be responsible for the performance of the CM@Risk, the Construction Contract(s), or for any defects, deficiencies or effects resulting solely from any contractor, subcontractor, manufacturer, supplier, and fabricator retained by the District, CM@Risk, or any other third party. Nothing in this Agreement shall be construed as giving the Design Professional the responsibility for or the authority to control, direct or supervise construction means or methods.

The Design Professional shall provide timely written interpretations and clarifications of the Construction Documents in response to properly submitted requests from the District or CM@Risk. Interpretations and clarifications shall be consistent with the design intent and shall not modify the Contract Sum, Contract Time, approved scope, or quality of the Work without the District's prior written approval. Responses required to correct or clarify errors, omissions, inconsistencies, or lack of coordination in the Design Professional's documents shall be provided as Basic Services and without additional compensation.

1.7.2.1 Construction Phase Observation and Reporting. During the Construction Phase, the Design Professional shall visit the Project Site at intervals appropriate to the stage, complexity, and progress of the Work, and as otherwise required by the Scope of Services, to become generally familiar with the progress and quality of the portion of the Work completed and to determine, in general, whether the Work observed is being performed in accordance with the Contract Documents. The Design Professional shall keep the District

reasonably informed regarding the progress and quality of the Work and shall promptly notify the District and CM@Risk in writing of known deviations from the Contract Documents; known deviations from the approved construction schedule; observed defects, deficiencies, omissions, unauthorized substitutions, or nonconforming Work; and observed conditions that may materially affect patient, visitor, or staff safety; infection prevention and control; life safety; regulatory compliance; commissioning; occupancy; Construction Budget; Contract Time; or the intended operation of the facility. The Design Professional's site observations shall not relieve the CM@Risk of its responsibility for performing and completing the Work in accordance with the Contract Documents.

1.7.2.2 Nonconforming Work: Inspection and Testing. If the Design Professional observes or otherwise becomes aware of Work that does not conform to the Contract Documents, the Design Professional shall promptly notify the District and CM@Risk in writing and shall advise the District regarding the nature, extent, and potential consequences of the nonconformity and the corrective action reasonably necessary to bring the Work into conformance.

The Design Professional shall recommend rejection of nonconforming Work when appropriate. When reasonably necessary to determine whether the Work conforms to the Contract Documents, the Design Professional shall recommend additional inspection or testing, whether or not the affected Work has been fabricated, installed, covered, or completed.

The District retains the authority to direct the CM@Risk to reject, uncover, correct, remove, replace, inspect, or test Work, except to the extent the District expressly delegates such authority to the Design Professional in writing. If immediate action is reasonably necessary to address an imminent threat to health, safety, property, regulatory compliance, or the continued operation of an occupied healthcare facility, the Design Professional shall immediately notify the District and CM@Risk and recommend appropriate interim protective measures.

The Design Professional's review, observation, recommendation, testing request, or failure to identify nonconforming Work shall not relieve the CM@Risk, any Subcontractor, supplier, manufacturer, or fabricator of responsibility for performing the Work in accordance with the Contract Documents.

1.7.2.3 Submittals and Requests for Information. The Design Professional and its Consultants shall, as part of Basic Services, review the CM@Risk's submittal schedule and timely review and approve, reject, or take other appropriate written action upon Shop Drawings, Product Data, Samples, mock-ups, coordination drawings, delegated-design documents, manufacturer certifications, Requests for Information, and other required construction submittals. Review shall determine conformance with the design intent, performance criteria, applicable codes, Contract Documents, District standards, system interfaces, and requirements for the safe, reliable, maintainable, and intended operation of the Project.

The Design Professional shall provide timely written responses to properly submitted RFIs and shall prepare supplemental Drawings, Specifications, details, schedules, or other clarifications when reasonably necessary. The Design Professional shall not approve deviations, substitutions, or changes affecting Project scope, quality, system performance, Contract Sum, Contract Time, regulatory compliance, or District standards without the District's prior written approval.

Submittals affecting life safety, infection prevention, interim life safety measures, medical equipment interfaces, medical gas, nurse call, security, fire alarm, fire protection, HVAC controls and pressure relationships, emergency and essential electrical systems, equipment supports, seismic restraint, commissioning, regulatory approval, occupancy, or continued healthcare operations shall receive coordinated multidisciplinary review by the Design Professional and all applicable Consultants.

The Design Professional shall maintain current electronic submittal and RFI logs and shall furnish such records to the District at construction meetings and at Project closeout. Review required to address errors, omissions, inconsistencies, code deficiencies, or lack of coordination in the Design Professional's or its Consultants' documents shall not constitute an Additional Service.

1.7.2.4 Contractor-Designed and Delegated-Design Elements. Where the Contract Documents require professional design services to be provided by the CM@Risk, a Subcontractor, supplier, manufacturer, fabricator, or other party, the Design Professional shall establish in the Contract Documents the applicable performance and design criteria, code requirements, system interfaces, and coordination requirements for such Work. Delegated-design documents shall be prepared, signed, and sealed by an appropriately licensed design professional when required by applicable law or the Contract Documents. The Design Professional and its applicable Consultants shall review such documents for conformance with the design intent, performance criteria, Contract Documents, and coordination with the overall Project, including interfaces with other building systems.

Delegation of design responsibility shall not relieve the Design Professional of responsibility for the adequacy of the criteria established by the Design Professional or coordination of the delegated-design element with the overall Project, nor shall the Design Professional's review relieve the delegated-design professional of responsibility for its design.

No delegated-design submittal that materially changes the approved design intent, system performance, code or life-safety strategy, clinical function, District standards, Project cost, or Project schedule shall be accepted without the District's prior written approval.

1.7.2.5 Hazardous Materials and Existing Hazardous Conditions. Design Professional shall not be responsible for investigation, testing, abatement, remediation, handling, removal, or disposal of Hazardous Materials unless expressly included in the Scope of Services. Design Professional shall, however, review hazardous-material surveys, reports, and other information furnished by District and, consistent with the Standard of Care,

incorporate known hazardous-material conditions and applicable mitigation, containment, phasing, and coordination requirements into the Contract Documents.

If Design Professional observes or becomes aware of suspected Hazardous Materials or conditions inconsistent with information furnished by District, Design Professional shall promptly notify District in writing. For work in or adjacent to occupied healthcare facilities, Design Professional shall coordinate known hazardous-material conditions, as applicable to its Scope of Services, with infection prevention and control, ICRA, interim life safety measures, construction phasing, containment, utility shutdowns, and continuity of healthcare operations.

Services required to correct or revise the Contract Documents due to Design Professional's failure to appropriately incorporate or coordinate hazardous-material information previously furnished to Design Professional shall not constitute Additional Services.

The Design Professional shall provide such other reasonable assistance to the CM@Risk as the CM@Risk and the District request.

All of the above notwithstanding, award of the CM@Risk Agreement and approval of the GMP will be made solely by the District. Award of subcontracts will be made solely by the CM@Risk.

1.7.3 Construction Budget; Cost Control. The District's construction budget for this Project is $[CONSTRUCTION BUDGET] (the "Construction Budget"), and includes those items as defined in Section 1.5.E. The Design Professional shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services, and shall notify the District of any constraints associated with the Project site. During design, the Design Professional shall maintain cost controls to deliver the Project within the Construction Budget. The Design Professional shall complete the Schematic Design, Design Development, and Construction Documents such that the cost of construction of the Project designed by the Design Professional will not exceed the Construction Budget, and shall not proceed from one phase to another unless the budget for that phase is in compliance with the Construction Budget or any approved revised Construction Budget. If at any time during the design of the Project it appears that the cost of construction may exceed the Construction Budget, the Design Professional shall immediately notify the District in writing. As used herein, "cost of construction" has the same meaning as defined in Section 1.5.E.

The Construction Budget may be revised only by a District-approved written Amendment to this Agreement.

If at any time the CM@Risk's estimate of Construction Costs or proposed GMP, or the Design Professional's estimate of Probable Construction Cost (after attempted reconciliation between the two estimates), exceeds the then-current Construction Budget, the Design Professional shall promptly and at no additional cost to the District:

A. Revise all or any part of the Project drawings, specifications or both as the District may deem advisable for the purpose of reducing the Cost of the Work to within the

Construction Budget. The Design Professional's redesign obligations under this Section 1.7.3 shall be performed at no additional cost to the District, except that redesign required because of District-directed changes in program, scope, or quality after District approval of the applicable design phase shall be compensated as an Additional Service.

B. Perform any or all of the services described above as may be necessary to obtain a CM@Risk estimate of Construction Costs and GMP not exceeding the then-current Construction Budget.

If at any time the District terminates the CM@Risk Agreement for convenience or for any other reason, the District will have the right to continue the Project with whatever project delivery method it selects, and the Design Professional will continue to perform the Professional Services under this Agreement with the District and any substitute contractor. The District will make appropriate changes to this Agreement if required. Where the Design Professional's Services include design or selection of elements funded outside the Construction Budget (for example, furniture, fixtures, and equipment), the District will provide the Design Professional with a separate budget for those elements, and the Design Professional shall perform those Services so that the elements selected or specified do not exceed that separate budget.

1.7.4 Electronic Files. The Design Professional shall perform the Services with the assistance of Computer Aided Design and Drafting ("CADD") and building information modeling technology, as directed by the District. Upon request, the Design Professional shall deliver to the District the electronic design files in a format reasonably acceptable to the District, together with the name of the supplier of the software necessary to use the files. In order to document exactly what CADD information was given to the District, the Design Professional and the District shall also sign a "hard" copy of reproducible documents that depict this information at the time submitted. The Parties acknowledge that data, plans and specifications stored or transmitted electronically may be altered, whether inadvertently or otherwise. Accordingly, the District shall not hold the Design Professional responsible for any changes made by the District or any third party to the electronic files after they are delivered by the Design Professional; nothing in this Section limits the Design Professional's responsibility for the Services it performs under this Agreement in accordance with the Standard of Care.

1.7.5 Insurance. The Design Professional shall procure and maintain during the course of this Agreement the insurance coverage required by Article 4 of this Agreement.

1.7.6 Key Personnel. The Design Professional designates [PROJECT MANAGER NAME] as its Project Manager, and all communications shall be directed to the Project Manager. The Design Professional's Key Personnel are set forth in Exhibit B. "Key Personnel" includes the Design Professional's employee who will place that individual's license number and signature on key documents and those employees who have significant responsibilities regarding the Services and the Project. The Design Professional shall ensure that the Key Personnel identified in Exhibit B are the Key Personnel assigned to the Project. Prior to changing any such designation, the Design Professional shall first make a written request to and obtain the prior written approval of the District.

1.7.7 Subconsultants. The Design Professional's Subconsultants are set forth in Exhibit B. The Design Professional shall not engage, contract with, or use the services of any Subconsultant, and shall not add, delete, or change any Subconsultant listed on Exhibit B, without the prior written approval of the District's Designated Representative or designee. The Design Professional shall identify each proposed Subconsultant and its proposed scope of services. Each subcontract shall incorporate by reference the applicable terms of this Agreement. The Design Professional shall be responsible for the acts and omissions of its Subconsultants as if they were its own. The District may require the Design Professional to remove any Subconsultant for cause. No approval by the District shall create a contractual relationship between the District and any Subconsultant or relieve the Design Professional of any responsibility under this Agreement, and, unless otherwise agreed in writing by the District, the fees of all Subconsultants are included in the Design Professional's compensation under Article 2.

1.7.8 Independent Advice. The Design Professional shall obtain its own legal, insurance and financial advice regarding the Design Professional's legal, insurance and financial obligations under this Agreement.

1.7.9 Progress Reports. The Design Professional shall provide required reports on the progress of the Services and the design budget to the District or, if a separate PM/CM is retained by the District, then such reports shall be provided to the PM/CM. The Design Professional shall coordinate its activities with the District's Designated Representative, the PM/CM (if any), and the CM@Risk, as applicable.

1.7.10 Standard of Care. The Design Professional represents that it, and the professional staff and subconsultants it assigns to the Project, are fully qualified by education, technical training, registration, and experience as professionals to perform the Services. The Design Professional shall perform the Services with the degree of skill, care, and diligence ordinarily exercised by members of the same profession currently practicing under similar circumstances and conditions (the "Standard of Care"), and shall cause each of its Subconsultants to perform to the same Standard of Care. The Design Professional shall perform the Services as expeditiously as is consistent with the Standard of Care and the orderly and timely progress of the Project. The District's review, comment upon, approval of, or acceptance of the Services, and the District's payment for the Services, shall not relieve the Design Professional of responsibility for the professional and technical accuracy and adequacy of the Services.

The Parties expressly agree to preserve, and not to limit to contract remedies, the District's tort remedies against the Design Professional for professional negligence, including recovery of purely economic loss, notwithstanding the economic loss doctrine or any other applicable law that would otherwise limit the District to contractual remedies. A violation of the Standard of Care causing injury or damage to the District is actionable, and the District may pursue a tort claim for professional negligence against the Design Professional in addition to, and not in lieu of, its contractual and indemnity remedies under this Agreement.

As the lead registrant of the design team, the Design Professional is responsible for the negligence, recklessness, intentional wrongful conduct, errors, and omissions of the Design Professional and its Subconsultants in the Design Documents and in construction administration during the

Construction Phase. The Design Professional's indemnification obligations for such matters are set forth in Article 5 and are subject to the limitations stated there, including A.R.S. § 34-226.

The Design Professional acknowledges and agrees that approval by the District and the CM@Risk, and involvement of the CM@Risk and the District during the Design Phase (including, without limitation, recommendations by the CM@Risk or the District as to the design), in no way relieves the Design Professional of responsibility for the Design Documents. The Design Professional, CM@Risk, and the District will cooperate in the resolution of such matters so as to minimize any detrimental impact upon the Project. However, such cooperation shall not be deemed a waiver of any rights the District may have relating to the Design Professional.

The Design Professional hereby agrees, subject to the Standard of Care and Article 5, that it shall have the same legal responsibility to the District as the District has, or may have, to others arising out of, or resulting from, any errors or omissions of the Design Professional.

All Drawings and Specifications shall bear the signature and seal of the Design Professional or the Design Professional's Subconsultants, or both as appropriate. The Design Professional as lead professional shall be fully responsible for all design and administration provided under this Agreement.

1.8 Additional Services. The following additional services shall be provided by Design Professional only when authorized in writing by the District before they are performed, and shall be paid for by the District in accordance with the terms of this Agreement in addition to the Design Professional's compensation for Basic Services, as agreed in a written Amendment:

A. Providing financial feasibility or other special studies.

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

C. Providing consultation concerning replacement of any work damaged by fire, natural causes or forces majeure during the course of construction.

D. Retaining services of a competent surveyor or registered engineer or to provide any special inspections or tests, as required by code or prudent practice, during the Construction Administration subphase. Design Professional's evaluation of the need for inspection or testing, recommendation or direction for such inspection or testing when authorized, and review of resulting reports shall be included in Basic Services. The cost of an independent testing agency, special inspector, laboratory, surveyor, or other third-party testing consultant shall be allocated as provided in the Contract Documents. Inspection or testing required because of the Design Professional's errors or omissions shall not constitute an Additional Service.

E. Providing additional services arising from the default of the CM@Risk or the default of any of its Subcontractors.

F. Providing assistance required by the District in any judicial, quasi-judicial, administrative, or legislative hearings or proceedings relating to the Project, except proceedings arising from the Design Professional's own acts or omissions.

The following are not Additional Services:

A. Correcting or clarifying the Design Professional's errors, omissions, inconsistencies, code deficiencies, or coordination failures.
B. Reviewing reasonable resubmittals caused by incomplete or incorrect DP comments.
C. Coordinating comments among the DP's own consultants.
D. Reviewing submittals for systems already included in the contracted scope.
E. Responding to RFIs made necessary by insufficient information in the Construction Documents.
F. Services required to redesign, revise, or correct the Contract Documents because the Design Professional failed to appropriately incorporate or coordinate hazardous-material information previously furnished to or known by the Design Professional.

If the District and the Design Professional agree at the pre-construction meeting on more extensive representation at the site during the Construction Administration phase than is described in Exhibit A, the Design Professional shall provide one or more full-time Project Representatives. Such full-time Project Representatives shall be selected, employed and directed by the Design Professional, and the Design Professional shall be compensated for such services as mutually agreed in writing between the District and the Design Professional.

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

1.9 Reimbursable Expenses. The Design Professional's compensation under Article 2 includes all expenses that the Design Professional and its Subconsultants may incur in performing the Services, including services, supplies, printing, and travel, and such expenses are not separately reimbursable. Any additional expense shall be reimbursed only if authorized by the District in writing before it is incurred. Authorized travel expenses (mileage greater than 60 miles, lodging, and meals) are subject to the District's travel policies applicable to District employees unless the District authorizes a different rate in writing in advance. Authorized expenses shall be invoiced and paid at actual cost, without markup.

1.10 Responsibility of the District.

1.10.1 Information. The District shall cooperate with the Design Professional by placing at its disposal all available information concerning the site of the Project, including previous plans, drawings, specifications, and design and construction standards; providing reasonable assistance in obtaining necessary access to public and private lands; and providing available information regarding permits and approvals of governmental authorities. The District will obtain its own legal, insurance and financial advice that the District may require for the Project.

1.10.2 Budget. The District shall provide the Design Professional with the Construction Budget and any separate budget described in Section 1.7.3 so that preparation of the Contract Documents is consistent with such budgets.

1.10.3 Technical Requirements. The District shall provide the Design Professional with any technical requirements of the District, which shall be incorporated into the specifications and Contract Documents.

1.10.4 District Representative. The District designates [DISTRICT REPRESENTATIVE / PM/CM] as its representative for the Project. Communications to the District shall be made through its designated representative.

1.10.5 Schedule of Services. The Schedule of Services is set forth in Exhibit C.

ARTICLE 2
CONTRACT TIME AND CONTRACT SUM

2.1 Contract Time. The Contract Time and any applicable schedule of services are set forth in Exhibit C – Schedule of Services.

2.2 Contract Sum. The basis of compensation to the Design Professional for Services rendered under this Agreement is set forth in Exhibit D and as follows:

2.2.1 Fee. A fee for all Services, inclusive of all labor and expenses, not to exceed [AMOUNT IN WORDS] Dollars ($[AMOUNT]) without the prior written Amendment of this Agreement. The fee by phase is indicated in Exhibit D, and the labor hours and fee breakdown are indicated in Exhibit D-1, which outlines the positions, billing rates for each position, and the estimated hours for each Project task for each position during the Contract Time.

2.2.2 Expenses Included. All expenses are included in the fee, as provided in Section 1.9.

2.2.3 No Guaranteed Amount. The not-to-exceed fee is a ceiling and not a guarantee of any minimum amount of Services or payment. The District may reduce the scope of the Services by written Amendment.

2.3 Method of Payment. The method of payment shall be as set forth in Exhibit D. If payment is to be made monthly, the Design Professional shall prepare monthly invoices and progress reports that clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed. The District shall pay undisputed amounts in accordance with the Arizona prompt payment requirements applicable to design professional services contracts.

ARTICLE 3
CHANGES TO THE SCOPE OF SERVICES

3.1 Amendments. The District may, at any time, by written Amendment, make changes in the scope of the Services. A form of Amendment is attached as Exhibit E. If the Design Professional believes a change in the scope of the Services has been ordered, the Design Professional shall submit a written request for an amendment within ten (10) days from the date the Design Professional receives notice of the change.

3.1.1 Cost Adjustment. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Agreement, whether or not identified in the notice, the District shall make equitable adjustments to the Design Professional's compensation, the

Schedule of Services in Exhibit C, or the time for completion, or shall otherwise modify this Agreement as appropriate.

3.1.2 Equitable Adjustment. The Design Professional must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written notice from the District. The District may, in its sole and absolute discretion, consider and/or deny requests for equitable adjustment that are made more than thirty (30) days from receipt of the written notice, but in any event before final payment under this Agreement.

3.2 Limitation. It is understood and agreed that no claim for extra services provided or materials furnished by the Design Professional will be allowed by the District except as provided herein, nor shall the Design Professional provide any services or furnish any materials not covered by this Agreement unless the District first approves the same in writing.

ARTICLE 4
INSURANCE REQUIREMENTS

4.1 General. The Design Professional agrees to comply with all applicable District policies and all applicable state and federal laws and regulations. Without limiting any obligations or liabilities of the Design Professional, the Design Professional shall purchase and maintain, at its own expense, the minimum insurance set forth in this Section with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best Financial Strength Rating of A- or better and a Financial Size Category of VIII or higher, with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Agreement at the District's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect the Design Professional. The District reserves the right, but has no obligation, to review any insurance policies or endorsements cited in this Agreement. The insurance limits specified in this Agreement are minimum requirements and shall not be construed as a limitation of the Design Professional's liability, and no limitation of liability in this Agreement shall reduce the insurance limits available under the Design Professional's policies. Failure to demand evidence of full compliance with the insurance requirements, or failure to identify any insurance deficiency, shall not relieve the Design Professional from, nor be construed as a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the District and its agents, representatives, officers, directors, officials and employees as Additional Insureds to the full limits of liability purchased by the Design Professional even if those limits of liability are in excess of those required by this Agreement under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under this Agreement are satisfactorily performed, completed and formally accepted by the District, unless specified otherwise in this Agreement.

4.5 Primary Insurance. The Design Professional's insurance shall be primary insurance with respect to performance of this Agreement, except for Workers' Compensation and Professional Liability.

4.6 Claims Made. If any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or by purchasing an extended reporting option, for nine (9) years past completion and acceptance of the Services, as evidenced by the annual submission of Certificates of Insurance.

4.7 Waiver of Subrogation. All policies, except Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the District and its agents, representatives, officials, directors, officers and employees for any claims arising out of the Services. The Design Professional shall arrange to have such subrogation waivers incorporated into each policy by formal written endorsement.

4.8 Deductibles and Self-Insured Retentions. The Design Professional shall be solely responsible for any deductible or self-insured retention amount, which shall be disclosed on the Certificate of Insurance. Such amounts shall not apply with respect to the policy limits provided to the District. The District, at its option, may require the Design Professional to secure payment of any such deductible or self-insured retention by surety bond or an irrevocable and unconditional letter of credit.

4.9 Use of Subconsultants. If any Services under this Agreement are subcontracted in any way, the Design Professional shall either include each Subconsultant as an additional insured under its policies or ensure that each Subconsultant maintains the same minimum coverages and limits required of the Design Professional, and shall execute a written agreement with each Subconsultant containing indemnification and insurance requirements that protect the District and the Design Professional consistent with this Agreement and A.R.S. § 34-226. The Design Professional shall obtain and maintain Certificates of Insurance verifying each subconsultant's compliance with the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services, the Design Professional shall furnish the District with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, as evidence that the required coverage is in full force and effect. Acceptance of and reliance on a Certificate of Insurance shall not waive or alter the insurance requirements or obligations of this Agreement. Certificates shall identify this Agreement by Project Name, Project Number and Contract Number, and shall be sent to the District's designated representative. If any policy expires during the life of this Agreement, the Design Professional shall forward renewal Certificates within ten (10) days after the renewal date. Insurance required herein shall not expire, be canceled, or be materially changed without ten (10) days' prior written notice to the District.

4.11 Required Coverage.

4.11.1 Commercial General Liability. Commercial General Liability insurance on an "occurrence" form with an unimpaired limit of not less than:

$1,000,000 for each occurrence, Bodily Injury and Property Damage
$1,000,000 each occurrence, Personal and Advertising Injury
$1,000,000 each occurrence, Products/Completed Operations
$2,000,000 Products and Completed Operations Annual Aggregate
$2,000,000 General Aggregate Limit.
$1,000,000 Umbrella/Excess Liability

An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis and it contains the required Additional Insured and Waiver of Subrogation wording.

Coverage shall be at least as broad as the current Insurance Services Office, Inc. ("ISO") Commercial General Liability policy form and shall include the District and its agents, representatives, officers, directors, officials and employees as Additional Insureds, to the fullest extent permitted by law, for claims arising out of the performance of this Agreement. The Design Professional's policy shall be primary, with the District's policies being non-contributory, in the event of a loss. The Design Professional's policy shall include a separation of insureds provision.

4.11.2 Professional Liability. Professional Liability (errors and omissions) insurance covering the Services performed by the Design Professional, or anyone for whose acts the Design Professional is legally liable, with an unimpaired limit of not less than $1,000,000 each claim and $3,000,000 aggregate. An additional $1,000,000 in Umbrella/Excess per claim is required. The retro date of the Design Professional's policy shall be no later than the start date of the Agreement. The retro date shall be disclosed on the certificate of insurance. If written on a "claims made" basis, coverage shall be maintained as provided in Section 4.6.

4.11.3 Business Automobile Liability. Business Automobile Liability insurance with a combined single limit of not less than $1,000,000 each occurrence covering the Design Professional's owned, hired, and non-owned vehicles assigned to or used in the performance of the Services. The Design Professional's coverage shall include coverage for bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants arising out of the collision, upset or overturn of an auto as a result of the maintenance or use of a covered auto. The District and its agents, representatives, officers, directors, officials and employees shall be named as Additional Insureds, to the fullest extent permitted by law, for claims arising out of the performance of this Agreement. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis and it contains the required Waiver of Subrogation wording.

4.11.4 Workers' Compensation. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Design Professional's employees engaged in the performance of the Services, together with Employer's Liability insurance of not less than $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit. The policy shall provide a waiver of subrogation in favor of the District.

ARTICLE 5
INDEMNIFICATION

5.1 Indemnity. To the fullest extent permitted by law, the Design Professional shall indemnify, defend and hold harmless the District and each District member, officer, director, official, employee and agent thereof (the District and each such person being an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not

limited to, reasonable consultant and expert fees, court costs, attorney fees, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability (collectively, "Claims"), but only to the extent such Claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Design Professional, its officers, employees, agents, or any tier of its subconsultants or any other person for whose acts the Design Professional may be liable in the performance of this Agreement. The indemnification obligations under this Section are subject to and limited by the provisions of A.R.S. § 34-226. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

5.2 Separate and Independent. The insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed to limit the scope and magnitude of the indemnity provisions, and the indemnity provisions shall not be construed to limit the scope, magnitude or applicability of the insurance provisions, in each case subject to A.R.S. § 34-226.

ARTICLE 6
OWNERSHIP OF DOCUMENTS; INTELLECTUAL PROPERTY

6.1 Ownership. Original documents, including tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, models, renderings, and other data and items prepared or obtained under this Agreement or any Amendment (collectively, the "Documents"), are and will remain the property of the District, including the right to use the same on the District's other projects without additional cost to or further compensation to the Design Professional. The Design Professional may retain copies of the Documents for its files.

6.2 Assignment of Rights. By execution of this Agreement, and subject to payment of amounts properly due, the Design Professional assigns to the District all copyright, ownership and other intellectual property interests in the Construction Documents and the completed Project and agrees to execute any separate assignment reasonably necessary to implement such transfer. The Design Professional may use on other projects any standard details and other parts of the Construction Documents not prepared exclusively for the District.

6.3 Reuse. In the case of reuse or modification of the Documents by the District on a project other than the Project without the Design Professional's written verification or adaptation for the specific purpose intended, such reuse shall be at the District's sole risk and without liability or legal exposure to the Design Professional, and the Design Professional's name and seal shall be removed from the reused Documents. Any verification or adaptation of the Documents by the Design Professional for other purposes will entitle the Design Professional to additional compensation as mutually agreed by the Parties.

ARTICLE 7
TERMINATION AND SUSPENSION

7.1 Termination. The District may, by written notice to the Design Professional, terminate this Agreement in whole or in part, with seven (7) days' notice, either for the District's convenience or for the failure of the Design Professional to fulfill its obligations under this Agreement. Upon receipt of such notice, the Design Professional shall (i) immediately discontinue all Services affected (unless the notice

directs otherwise); and (ii) deliver to the District copies of all data, drawings, reports, estimates, summaries, and other information and materials accumulated by the Design Professional in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Design Professional in the event of a substantial failure by the District to fulfill its obligations that remains uncured for thirty (30) days after written notice.

7.2 Payment Upon Termination. If this Agreement is terminated, the District shall pay the Design Professional for the Services rendered prior to the effective date of termination, in accordance with the percentage of Services completed as of the effective date of termination, less previous payments. The Design Professional shall not be entitled to anticipated profit or overhead on Services not performed. If the termination is for the Design Professional's failure to perform, the District may withhold and offset against any payment the damages and additional costs the District incurs as a result of that failure.

7.3 Suspension. The District may order the Design Professional, in writing, to suspend all or any part of the Services for such period of time as the District determines appropriate for its convenience. If the performance of all or any part of the Services is, for an unreasonable period of time, suspended or delayed by an act of the District in the administration of this Agreement, or by its failure to act within the time specified (or, if no time is specified, within a reasonable time), an equitable adjustment shall be made for any increase in the cost of performance necessarily caused by such unreasonable suspension, and this Agreement shall be modified in writing accordingly. No adjustment shall be made to the extent that (i) performance was suspended or delayed by another cause, including the fault or negligence of the Design Professional; or (ii) an Amendment is executed covering the suspension or delay.

ARTICLE 8
GENERAL PROVISIONS

8.1 Non-Discrimination. The Design Professional shall not discriminate against any person on the grounds of race, color, religion, sex, gender (including gender identity and gender expression), sexual orientation, national origin, age, disability, health status and genetics, political affiliation, or belief, and shall include a clause to this effect in all subcontracts under this Agreement. The Design Professional shall comply with all applicable state and federal laws, rules, and regulations, including the Americans with Disabilities Act of 1990. In all solicitations, whether by competitive bidding or negotiation, made by the Design Professional for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Design Professional of the Design Professional's obligations under this Agreement and any regulations relating to nondiscrimination.

8.2 Examination of Records. The Design Professional agrees that, until the expiration of six (6) years after final payment under this Agreement or until six (6) years after the resolution of any audit questions or disputes, the District, state or federal auditors, or any other persons duly authorized by the District shall have access to and the right to examine, copy and make use of any directly pertinent books, documents, papers, and records of the Design Professional involving transactions related to this Agreement. The Design Professional's record system shall provide accurate, timely, complete, organized and legible information. If the District determines that any payment made under this Agreement is for a service that is disallowed, including by a state or federal audit, the District shall notify the Design Professional in writing, and the District may, at its option, invoice the Design Professional for the disallowed amount, offset the

amount against future invoices, or require repayment of the disallowed amount plus interest at the rate provided in A.R.S. § 44-1201.

8.3 Public Records. Design Professional acknowledges that the District is required to comply with Arizona Revised Statutes Title 39 (Arizona Public Records Statutes or "Statutes"). Under the Statutes, this Agreement, and documents related to this Agreement, which are in District's possession, or to which District has access, are presumed to be public and the District may release these records to the public unless an exception described in the Statutes applies to a document.

8.4 Independent Contractor. The Design Professional shall be an independent contractor and not an agent or employee of the District, shall direct and supervise the Services required by this Agreement, and shall be responsible for the means, methods, techniques, sequences and procedures associated with the Services and for the acts and omissions of its employees, agents and subconsultants.

8.5 Exclusive Use; Confidentiality. The Services provided by the Design Professional under this Agreement are for the exclusive use of the District. The Design Professional shall not engage in any conflict of interest nor appropriate the District's work product or information for the benefit of any third party without the District's consent. The Design Professional shall comply with all applicable District and legal requirements governing the confidentiality and security of District information to which the Design Professional is given access.

8.6 Conflict of Interest. The Design Professional covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services. The Design Professional further covenants that no person having any such interest shall be employed in the performance of this Agreement.

8.7 Litigation; Attorney Fees. Should litigation be necessary to enforce any term or provision of this Agreement, to collect any amount payable under this Agreement, or to pursue any claim arising out of or relating to the Services, whether in contract, tort (including professional negligence), or otherwise, all litigation and collection expenses, witness fees, court costs, and reasonable attorney fees incurred shall be paid to the prevailing Party.

8.8 Mutual Waiver of Consequential Damages. The Design Professional and the District waive claims against each other for consequential damages arising out of or relating to this Agreement, including damages for loss of use, income, profit, financing, business and reputation, and loss of management or employee productivity. This mutual waiver does not apply to, and shall not limit, (a) the Design Professional's indemnification obligations under Article 5; (b) the Design Professional's liability for professional negligence, including damages recoverable under Section 1.7.10, up to the greater of the limits of the professional liability insurance required under Section 4.11.2 or the limits actually available under the Design Professional's policies; or (c) either Party's liability for amounts covered by insurance required under this Agreement.

8.9 Cancellation for Conflict of Interest (A.R.S. § 38-511). The District may cancel this Agreement pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the District is or becomes, while this Agreement or any extension is in effect, an employee of or a consultant to any other Party to this Agreement with respect to the subject matter of this Agreement.

8.10 Immigration Law Compliance. As required by A.R.S. § 41-4401, the Design Professional warrants its compliance, and the compliance of any subconsultants, with all federal, state, and local immigration laws and regulations that relate to the immigration status of their employees and with the E-Verify requirements of A.R.S. § 23-214(A). The Design Professional and its subconsultants further warrant that they verify the employment eligibility of their employees through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination. The District retains the legal right to inspect the papers of any Design Professional or subconsultant employee who works on this Agreement to ensure compliance with this warranty, upon reasonable notice and at reasonable times.

8.11 No Boycott of Israel (A.R.S. § 35-393). To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Design Professional certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of goods or services from Israel.

8.12 Forced Labor of Ethnic Uyghurs (A.R.S. § 35-394). Pursuant to A.R.S. § 35-394, the Design Professional certifies that it does not currently, and agrees that it will not for the duration of this Agreement, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by such forced labor; or (iii) any contractors, subcontractors or suppliers that use such forced labor or goods or services.

8.13 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court of the State of Arizona in and for Maricopa County, and each Party hereby irrevocably consents to the exclusive jurisdiction and venue of that court and waives any right to remove any such action to federal court.

8.14 Assignment and Delegation. Neither this Agreement nor any portion of it may be assigned, and no duty under this Agreement may be delegated, by the Design Professional without the prior written consent of the District. Any attempted assignment or delegation without such consent shall be a breach of this Agreement and void. No assignment or delegation shall relieve the Design Professional of its responsibility to ensure that all provisions of this Agreement are carried out.

8.15 Exclusion, Debarment, and Restricted Party Lists. The Design Professional warrants that neither it nor any Subconsultant is on the U.S. government's Denied Persons List, Unverified List, Entity List, or Specially Designated Nationals and Blocked Persons List, the HHS Office of Inspector General List of Excluded Individuals/Entities, or the exclusion records of the System for Award Management, and that neither it nor any Subconsultant is presently debarred, suspended, proposed for debarment, or otherwise declared ineligible for award of federal or state contracts or for participation in federal or state assistance programs. The Design Professional shall promptly notify the District in writing if any such exclusion, debarment, suspension, or ineligibility occurs or is threatened during the term of this Agreement.

8.16 Deficit Reduction Act. The Design Professional shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and with the District's policies relating to the detection and prevention of fraud, waste, and abuse, including the District's False Claims Act and Code of Conduct and Ethics policies, which are available on the District's website and are incorporated by reference.

8.17 Recoupment and Setoff. In addition to any other remedy under this Agreement, the District may recoup, offset, or withhold from amounts otherwise payable to the Design Professional any amounts paid

for Services not performed, any amounts not properly payable under this Agreement, and any amounts the District is required to recoup under state or federal law.

8.18 Restriction on Lobbying. To the extent federal funds are used for the Project, the Design Professional shall comply with 31 U.S.C. § 1352 and its implementing regulations, and shall not use any funds received under this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or a state legislature, or an employee of a member, in connection with the award, extension, or modification of any federal or state contract, grant, or loan.

8.19 Non-Exclusive Agreement. This Agreement is non-exclusive. The District reserves the right to obtain the same or similar services from others. The Design Professional is not obligated to render services exclusively to the District, provided that the Design Professional's other activities do not hinder, impair, or conflict with its performance under this Agreement or violate Section 8.6.

8.20 Availability of Funds. The District's payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for the Project. The District's President and Chief Executive Officer, or designee, shall determine the availability of funds, and the District shall keep the Design Professional informed. If funds are not available, the District may terminate or suspend this Agreement, in whole or in part, without penalty, in accordance with Article 7.

8.21 Notices. Any notice under this Agreement shall be in writing and shall be deemed given when personally served or when sent by certified or registered mail, return receipt requested, or by recognized overnight delivery service, addressed to the Parties at the addresses set forth below (or at such other address as a Party may designate by written notice):

To the District: [DISTRICT NOTICE NAME, TITLE, ADDRESS]

To the Design Professional: [DESIGN PROFESSIONAL NOTICE NAME, TITLE, ADDRESS]

8.22 Time is of the Essence. The timely completion of the Project is of critical importance to the District, and time is of the essence with respect to the Design Professional's performance of the Services.

8.23 Entire Agreement; Captions; Amendment. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties and supersedes all prior understandings. Paragraph captions are for convenience only and do not define or limit this Agreement. This Agreement may be amended only by a written instrument signed by both Parties.

The exhibits to this Agreement are:

Exhibit A — Scope of Services (Design Professional)
Exhibit B — Key Personnel and Subconsultants
Exhibit C — Schedule of Services
Exhibit D — Compensation and Payment Schedule
Exhibit E — Amendment Form
Exhibit F — Project Deliverables Format

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

DISTRICT: MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT d/b/a VALLEYWISE HEALTH

By: _____
Name: _____
Its: _____
Date: _____

DESIGN PROFESSIONAL: [INSERT DESIGN PROFESSIONAL NAME]

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A
SCOPE OF SERVICES — DESIGN PROFESSIONAL
(CONSTRUCTION MANAGER AT RISK PROJECT)

Project Name: [PROJECT NAME]
Project No.: [PROJECT NO.]
Contract No.: [CONTRACT NO.]

A. GENERAL

1. **Project Description.** The Project is generally described as follows: [INSERT PROJECT DESCRIPTION].

2. **District's Representatives.** The District's Designated Representative and/or Project Manager/Construction Manager ("PM/CM") for this Project is [INSERT NAME/FIRM] (the "District's Designated Representative"). All communications on the project shall be with the District's Designated Representative. Any meetings or communication with other District representatives shall be coordinated through the District's Designated Representative. In the event that the District's Designated Representative is not able to attend a meeting between Design Professional (DP) and other District representatives, the Design Professional shall provide in writing to the District's Designated Representative minutes of the items discussed, actions required, or any other documents reasonably requested by the District, to keep the District's Designated Representative informed of any discussions held.

3. **Construction Manager at Risk Services.** This Project will be delivered using the Construction Manager at Risk ("CM@R") method of procurement pursuant to A.R.S. § 34-601 et seq. The Design Professional will coordinate and consult with the District, the PM/CM (if any), and the CM@Risk during the design and construction of the Project and will reasonably cooperate in the CM@Risk's development of construction cost estimates and the Guaranteed Maximum Price ("GMP").

4. **Construction Budget.** The Agreement sets forth the Construction Budget. The Design Professional shall complete each design phase such that the cost of construction of the Project designed by the Design Professional will not exceed the Construction Budget and shall not proceed from one phase to the next unless the phase is in compliance with the Construction Budget or an approved revised Construction Budget. If at any time it appears the cost of construction may exceed the Construction Budget, the Design Professional shall immediately notify the District' Designated Representative in writing and, consistent with the Standard of Care, shall participate in value engineering as provided in the Agreement.

Design Professional fees, land acquisition costs, furniture, fixtures, and equipment funded outside the Construction Budget, and other similar costs are not part of the Construction Budget. Where the Design Professional's Services include design or selection of such elements, the District will provide a separate budget for them, and the Design Professional shall perform those Services within that separate budget.

The Construction Budget shall be distinguished from the Owner's Total Project Budget and shall identify whether the following are included or excluded:

- construction costs;

- general conditions and general requirements;
- contractor overhead and profit;
- bonds and insurance;
- escalation;
- design and estimating contingency;
- construction contingency;
- allowances;
- alternates;
- permits and governmental fees;
- testing and special inspections;
- commissioning;
- furniture, fixtures and equipment;
- medical equipment;
- technology, telecommunications and security systems;
- Owner-furnished equipment;
- utility and infrastructure costs; and
- other Owner-retained or soft costs.

The Design Professional shall manage development of the design with the intent of maintaining the estimated Cost of the Work within the Owner's approved Construction Budget.

The Design Professional shall consider cost as an integral design criterion and shall evaluate the effect of material changes in scope, building area, quantities, systems, materials, equipment, phasing, logistics, schedule and other design decisions upon the Construction Budget as the design progresses.

The Design Professional's responsibility to manage the design to the Construction Budget shall not constitute a warranty or guarantee that bids, negotiated proposals, a Guaranteed Maximum Price, or the final Cost of the Work will equal the OPCC or Construction Budget.

5. **Opinion of Probable Cost.** The Design Professional shall prepare and submit a written Opinion of Probable Construction Cost (OPCC) at the following milestones:

1. Programming
2. 30% Schematic Design
3. 60% Design Development
4. 100% Construction Documents

No increase in the Construction Budget shall be effective unless approved in writing by the Owner. An increase in the Design Professional's OPCC shall not, by itself, constitute an increase in the Owner's approved Construction Budget.

The level of detail shall progressively increase with development of the design.

The Programming OPCC may utilize parametric, benchmark and historical cost data appropriate to the Project.

The 30% OPCC shall utilize building systems, assemblies, preliminary quantities and other information reasonably available from the Schematic Design documents.

The 60% OPCC shall utilize developed quantities, systems, assemblies, equipment selections, material selections and unit costs appropriate to the level of design development.

The 100% OPCC shall utilize detailed quantities, systems, assemblies, unit costs and other detailed estimating methodology reasonably appropriate for completed Construction Documents.

Each OPCC shall be accompanied by a written Basis of Estimate identifying, at a minimum:

- design documents upon which the OPCC is based;
- date and level of completion of those documents;
- pricing date;
- anticipated procurement, bid or GMP date;
- estimating methodology;
- significant quantities and unit costs;
- labor assumptions;
- general conditions;
- contractor overhead and profit;
- bonding and insurance assumptions;
- allowances;
- design/estimating contingency;
- construction contingency;
- escalation;
- anticipated construction schedule;
- anticipated phasing and logistics;
- procurement assumptions;
- identified alternates;
- exclusions;
- Owner-furnished or Owner-procured items;
- known market risks; and
- other material assumptions affecting estimated construction cost.

Known or reasonably quantifiable scope shall not be carried as unidentified contingency merely to maintain the OPCC within the Construction Budget.

Beginning with the 30% submission, each OPCC shall include a written reconciliation to the immediately preceding approved OPCC.

The reconciliation shall identify:

1. previous OPCC;
2. current OPCC;
3. dollar variance;
4. percentage variance;
5. variance by major building system or scope category;
6. quantity changes;

7. unit-cost changes;
8. scope development;
9. Owner-authorized changes;
10. escalation changes;
11. contingency changes;
12. allowance changes; and
13. other material causes of cost movement.

A change to contingency or escalation shall be separately identified and shall not be used to conceal increases in estimated base construction cost.

For purposes of cost management, the following thresholds shall apply:

Level 1 – Monitoring Variance: 0% to 2% above Construction Budget
The Design Professional shall identify the variance in the OPCC reconciliation and describe the planned measures to recover the variance during the succeeding design phase.

Level 2 – Corrective Action Variance: Greater than 2% and up to 5% above Construction Budget
Within **five (5) business days** following identification of the variance, the Design Professional shall provide the Owner with:

- identification of the cause of the variance;
- recommended corrective design or scope measures;
- estimated savings associated with each recommended measure;
- anticipated schedule or operational consequences; and
- a recommended approach for restoring the Project to the Construction Budget.

The Design Professional shall incorporate Owner-approved corrective measures into the design.

Level 3 – Material Budget Variance: Greater than 5% above Construction Budget
The Design Professional shall immediately notify the Owner in writing and shall not proceed into the next design phase without the Owner's written authorization.
Before authorization to proceed, the Design Professional shall:

- identify the causes of the variance;
- develop reasonable design, system, scope or procurement alternatives;
- quantify the anticipated savings associated with each alternative;
- reconcile the OPCC with the Construction Manager's or independent cost estimator's estimate, when applicable; and
- recommend a corrective action plan sufficient to return the Project to the Owner's approved Construction Budget.

Owner authorization to proceed with an OPCC exceeding the Construction Budget shall not constitute an amendment of the Construction Budget unless the Owner expressly approves such amendment in writing.

Regardless of the overall Project variance, the Design Professional shall specifically identify and explain

any increase exceeding **5% or $250,000, whichever is less**, from the preceding approved estimate for any major cost category or building system.

Major cost categories shall include, as applicable:

- sitework and utilities;
- structure;
- building envelope;
- interior construction;
- mechanical;
- electrical;
- plumbing;
- fire protection;
- medical gas;
- technology and low-voltage systems;
- medical equipment infrastructure;
- vertical transportation;
- demolition and renovation;
- temporary construction and infection-control measures; and
- phasing and logistics.

The Owner may establish different dollar thresholds based upon Project size.

If the Owner retains a Construction Manager, CMAR, contractor or independent cost consultant to prepare a separate estimate, such estimate shall not relieve the Design Professional of its responsibilities under this Agreement.

The Design Professional shall participate in formal estimate reconciliation at each designated estimating milestone.

Formal reconciliation shall be required whenever:

- the Design Professional's OPCC and the Construction Manager's or independent estimator's estimate differ by more than **3% of the Construction Budget**; or
- a major building system differs between estimates by more than **5% or $250,000, whichever is less**.

The reconciliation shall compare quantities, unit costs, scope inclusions and exclusions, allowances, general conditions, escalation, phasing, logistics, procurement assumptions and contingencies. Differences shall not be resolved solely by averaging the estimates.

A written reconciliation identifying agreed and unresolved differences shall be provided to the Owner before authorization to proceed to the subsequent design phase.

The Design Professional shall separately identify material assumptions and allowances associated with:

- medical equipment and equipment infrastructure;
- imaging equipment;

- medical gas systems;
- nurse call;
- technology, telecommunications and security;
- infection-control risk assessment requirements;
- infection-control barriers and temporary construction;
- interim life-safety measures;
- occupied-facility phasing;
- utility shutdowns and tie-ins;
- temporary utilities and temporary services;
- after-hours or restricted work;
- commissioning;
- testing and special inspections; and
- requirements of authorities having jurisdiction.

These items shall not be excluded from an OPCC without express identification in the Basis of Estimate.

If an OPCC exceeds the Owner's approved Construction Budget, the parties shall determine the cause of the variance.

To the extent the variance results from:

- development of the Design Professional's design;
- quantities or systems within the Design Professional's control;
- failure to incorporate previously approved cost-control measures; or
- errors or omissions for which the Design Professional is responsible under the applicable professional standard of care, the Design Professional shall, subject to the terms and limitations of the Agreement and applicable Arizona law, perform reasonable corrective design services necessary to bring the estimated Cost of the Work within the Construction Budget without additional compensation.

Corrective design services shall constitute Additional Services to the extent the variance results from Owner-directed additions or changes in scope, changes in applicable laws or regulatory requirements after the established design basis, materially changed or concealed existing conditions that could not reasonably have been anticipated, extraordinary market escalation that could not reasonably have been anticipated, or other causes not attributable to the Design Professional.

Nothing in this Section shall convert the Design Professional's OPCC into a warranty or guarantee of actual construction pricing.

6. **Required Licenses**. All Services shall be performed by or under the direct supervision of persons then licensed in the State of Arizona pursuant to Title 32, Chapter 1 of the Arizona Revised Statutes to perform such Services. The name of each such licensed individual shall be listed on the title sheet of the plans and specifications, which shall be sealed and signed by the responsible registrant(s) for each discipline.

7. **Meetings and Communication.** The Design Professional shall maintain a log of all meetings, site visits, and discussions held in connection with the Services, documenting major discussion points,

observations, decisions, questions, and comments, and shall furnish the log to the District and/or PM/CM (if any) for inclusion in the overall Project documentation.

Design Professional shall be responsible for including ample time and travel in their fee proposal to address the meeting requirements described in the Agreement and this Exhibit A – Scope of Services for this project. This project is an important project for Valleywise Health and will require a generous amount of meetings for the Design Professional to gain input, and for all stakeholders, as described below, to share information and maintain a clear understanding of the Project and the process. Meetings will be held weekly unless waived in writing by the District. Design Professional will attend the meetings with the following:

a) The District's Designated Representative and the user department(s) to determine specific user requirements, to review project progress, and to engage in an exchange of ideas for the purpose of developing the project design.

b) The District's Designated Representative, CM@Risk and user representatives for coordination meetings during all project phases, design through construction.

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

Meeting Type:	**Lead:**	**Frequency:**	**Issue Minutes:**
Kickoff	District Project Manager	One	District Project Manager
OAC – Design Phase	Design Professional	Weekly	Design Professional
Presentation of Subphase	Design Professional	As Needed	Design Professional
Plan Review	District	Minimum Four	Design Professional
Commissioning	Commissioning Agent	As Needed	Commissioning Agent
GMP Setting	District Project Manager	As Needed	Design Professional
Pre-Construction	District Project Manager	One	District Project Manager
OAC – Construction	CM@Risk	Weekly	CM@Risk
Pre-Installation	CM@Risk	As Needed	CM@Risk
Design Related Subject – Before 100% CD Set	Design Professional	As Needed	Design Professional
Design Related Subject – After 100% CD Set	CM@Risk	As Needed	CM@Risk
Field Visits	CM@Risk	Bi-weekly	Design Professional
Punch List	CM@Risk	As Needed	CM@Risk
Closeout	District	One	CM@Risk

8. **Design Responsibilities.** All designs and specifications shall comply with the Americans with Disabilities Act, applicable building, fire, and life-safety codes, and all other applicable federal, state, and local codes and regulations, as determined by the permitting authorities. Where the Project involves work in or adjacent to occupied health care areas, the Design Professional shall (a) participate with the

District's infection prevention staff in preparing an infection control risk assessment (ICRA) and interim life safety measures (ILSM), (b) develop phasing and construction-sequencing documents that maintain required patient care, egress, and building systems in occupied areas, and (c) incorporate the health care facility design standards and guidelines identified by the District.

Design Professional shall prepare and provide all documents in a form necessary for the District to obtain any and all approvals required for approval of design and completed construction by all governmental authorities having jurisdiction over the Project and/or designated by the District. Design Professional shall be responsible for coordination with the governing jurisdiction as follows:

(a) Utility providers serving the Project: [INSERT CAMPUS CENTRAL PLANT AND/OR UTILITY PROVIDERS, AS APPLICABLE].
(b) Authority Having Jurisdiction (AHJ) for building permitting: [INSERT AHJ].
(c) Fire alarm and fire sprinkler design review: [INSERT REVIEWING AUTHORITY].
    1) The Design Professional will submit documentation to the AHJ for building permits.
    2) The CM@Risk will submit fire alarm and fire sprinkler shop drawings to the District's Designated Representative for submission to the reviewing authority.
(d) The District will provide design review and construction observation.-
(e) Healthcare licensing and regulatory reviews: The Design Professional shall identify and prepare documents required for any applicable health care facility licensing, plan review, or regulatory approvals for the Project, as identified by the District.
(f) Applicability of local zoning and site development requirements: [INSERT, OR STATE THAT THE DISTRICT WILL PROVIDE SITE DEVELOPMENT GUIDELINES SPECIFIC TO THE PROJECT].
(g) Interface and permitting with municipalities for off-site infrastructure, right-of-way permits, utility easements, utility capacity and connections, and related fees: [INSERT RESPONSIBILITIES OF THE DESIGN PROFESSIONAL, CM@RISK, AND DISTRICT, AS APPLICABLE].
(h) Reports to be provided to other agencies for review (for example, hydrology or drainage reports): [INSERT, OR "NONE"].

9. **Planning Responsibilities**. The Design Professional shall be responsible for planning, development, documentation, design integration, coordination, and management of all Project medical equipment requirements. The Design Professional shall review and understand the District's clinical, operational, and equipment requirements and shall coordinate with District stakeholders, user groups, equipment vendors, consultants, and the CM@Risk to ensure that all required medical equipment is identified, documented, coordinated, and incorporated into the Project design. The Design Professional shall prepare, maintain, and update a Medical Equipment Plan throughout the Project and shall coordinate all architectural, structural, mechanical, electrical, plumbing, technology, telecommunications, security, shielding, vibration, utility, and space requirements necessary to support the medical equipment. The Design Professional shall be responsible for coordination of Owner-Furnished Owner-Installed (OFOI), Owner-Furnished Contractor-Installed (OFCI), Contractor-Furnished Contractor-Installed (CFCI), and vendor-installed medical equipment to the extent necessary to provide a complete and coordinated design.

10. If the Design Professional provides defective, incomplete, unclear, or uncoordinated documents, all costs to correct the same will be borne by the Design Professional, subject to the Standard of Care.

11. If applicable, the Design Professional shall comply with all requirements for the use of federal funds during design and construction of the Project.

12. **Project Schedule.** Time is of the essence in the performance of the Services. Below is a list of preliminary dates for completion of each subphase of this project. Delivery of all documents and services by Design Professional for each subphase are required as follows:

Pre-Design Phase	Month, Day, Year
Schematic Design Phase	Month, Day, Year
Design Development Phase	Month, Day, Year
Construction Documents Phase	Month, Day, Year
Bidding/GMP Support Phase	Month, Day, Year
Construction Administration Phase	Month, Day, Year
Post Construction/Warranty Phase	Month, Day, Year

The Design Professional shall inform the District in writing as soon as possible, at any time during the project, of any expected delays to any subphase completion dates.

13. **Project Proposal.** The proposal for Design Professional services includes the requirements for all services described in the Agreement, and this Exhibit A – Scope of Services. The Design Professional shall provide individual fees for the following phases: Pre-Design, Schematic Design, Design Development, Construction Documents, Bidding/GMP Support, Construction Administration, and Post Construction/Warranty Phase as required in "Exhibit D – Compensation and Payment Schedule".

The Design Professional proposal shall be provided in a format acceptable to the District and shall include a fee schedule to list hourly rates for prime and subconsultants, for principals and staff, as a basis for additional services, if required.

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

14. **Invoices.** All Invoices must be accompanied by back-up summarizing the payment status of the project. Any invoice for an expense authorized in advance by the District under Section 1.9 of the Agreement shall include copies of receipts and supporting documentation.

B. PRE-DESIGN PHASE (PROJECT INITIATION, PROGRAMMING, AND SITE ANALYSIS)

1. **Project Initiation.** Upon execution of the Agreement, the Design Professional shall:
   (a) Meet with the District, PM/CM (if any), and CM@Risk to prepare a detailed task analysis, work plan, and Project schedule identifying major activities, milestones, review periods, permitting milestones, design deliverables, and critical path activities,

(b) Review the work plan and Project Schedule with the District to familiarize the team with the tasks and schedule and revise as necessary to align with Project objectives, budget, schedule, and operational requirements,
(c) Participate in a Project kick-off meeting with its subconsultants, the District, the PM/CM (if any), and the CM@Risk to define roles and responsibilities, identify information required from the District, and confirm communication protocols, Project goals, scope, schedule, budget parameters, decision-making processes, and deliverables;
(d) Establish procedures for document management, quality control, interdisciplinary coordination, review comment tracking, decision documentation, and stakeholder engagement;
(e) Review all available information provided by the District including existing studies, surveys, utility information, facility standards, programming information, and other existing documentation relevant to the Project; and
(f) Establish and maintain throughout the Pre-Design Phase a Design Decision Log and District Comment Resolution Matrix.

2. **Program and Criteria Development.** The Design Professional shall perform pre-design investigations necessary to establish the guidelines around which the Project is to be designed, identify design issues relating to functional needs and regulatory constraints, and develop and manage the detailed design schedule and, if requested by the District, develop an initial estimate of probable construction cost based on the approved program.

The Design Professional shall additionally:
(a) Conduct stakeholder interviews, user-group meetings, workshops, and programming sessions necessary to define the Project's operational, functional, technical, and facility requirements;
(b) Document stakeholder input, programming decisions, unresolved issues, and action items;
(c) Identify applicable federal, state, local, accessibility, planning, zoning, environmental, licensing, permitting, and fire/life-safety requirements that may affect the Project;
(d) Prepare a preliminary regulatory and permitting strategy identifying anticipated approvals, reviewing agencies, permitting milestones, and schedule impacts;
(e) Investigate existing site conditions and infrastructure that may affect the Project, including utilities, drainage, access, easements, rights-of-way, environmental constraints, and adjacent facilities;
(f) Review hazardous-material surveys, environmental reports, and other information furnished by the District; identify known conditions that may affect the Project scope, phasing, budget, schedule, permitting, infection prevention, life safety, or continued operations; and identify additional investigation or information reasonably required for the design.
(g) Identify significant Project risks related to scope, budget, schedule, regulatory approvals, utilities, constructability, existing conditions, and operational requirements;
(h) Prepare and maintain a Basis of Design Report documenting Project goals, design assumptions, governing codes and standards, planning criteria, system selection considerations, sustainability objectives, and owner requirements;

(i) Coordinate with the District, PM/CM (if any), and CM@Risk to validate Project scope, budget assumptions, schedule objectives, procurement approach, phasing considerations, and operational constraints.

3. **[OPTION 1 — ARCHITECT-LED / VERTICAL BUILDING PROJECTS].** ***[Use this section if OPTION 1 applies; delete OPTION 2.]***

The Design Professional shall develop the functional and architectural program in accordance with the requirements established during Program and Criteria Development, including;

(a) Project goals, operational requirements, and critical issues affecting Project completion;
(b) Departmental and functional space requirements;
(c) Facilitate operational planning activities including clinical workflow evaluation, patient flow analysis, staff circulation analysis, equipment planning assumptions, future growth and flexibility assessments, licensing and accreditation considerations, and infection prevention and control planning requirements. These operational requirements shall be incorporated into the Basis of Design Report and Functional Program.
(d) Facilitate medical equipment planning activities with District stakeholders and users and develop a preliminary Medical Equipment Program identifying major clinical, diagnostic, treatment, laboratory, imaging, pharmacy, sterile processing, and support equipment anticipated for the Project.
(e) Utility service requirements, including sanitary sewer, storm drainage, domestic water, fire water, electrical, gas, HVAC, telecommunications, and technology systems;
(f) Identify preliminary equipment utility requirements, space requirements, equipment clearances, infrastructure requirements, shielding requirements, structural loading requirements, and operational requirements that may affect Project planning, budget, schedule, and design.
(g) Site planning considerations including topography, drainage, access, circulation, parking, security, service functions, future expansion opportunities, and campus integration;
(h) Preliminary patient, visitor, staff, material, and service flow analyses, where applicable;
(i) Existing utility capacity evaluations, utility conflicts, connection requirements, and infrastructure requirements;
(j) Identify utility relocations, easement requirements, right-of-way impacts, and property constraints;
(k) Perform alternatives analyses and recommend technically feasible solutions based upon life-cycle cost, maintainability, constructability, schedule impacts, and operational requirements;
(l) Geotechnical investigations and acquisition of a geotechnical/soils report prepared by a licensed Arizona geotechnical engineer;
(m) Evaluation of site development alternatives and recommendations regarding site utilization and infrastructure improvements.
(n) Coordinate with the CM@Risk regarding constructability considerations, phasing requirements, and preliminary cost impacts.

3. **[OPTION 2 — ENGINEER-LED / HORIZONTAL OR INFRASTRUCTURE PROJECTS].** ***[Use this section if OPTION 2 applies; delete OPTION 1.]***

The Design Professional shall perform project research and data collection; field surveys and base mapping; geotechnical and materials investigations and pavement design; utility research and

identification of conflicts; right-of-way and easement research; and initial engineering studies for the applicable technical disciplines (see Section I, Technical Disciplines).
The Design Professional shall additionally:
(a) Evaluate existing utility capacities, connection requirements, and utility conflicts;
(b) Evaluate drainage conditions, floodplain impacts, environmental constraints, permitting requirements, and infrastructure limitations;
(c) Identify utility relocations, easement requirements, right-of-way impacts, and property constraints;
(d) Perform alternatives analyses and recommend technically feasible solutions based upon life-cycle cost, maintainability, constructability, schedule impacts, and operational requirements;
(e) Coordinate with the CM@Risk regarding constructability considerations, phasing requirements, and preliminary cost impacts.

4. **Meetings, Presentations, and Coordination.**
The Design Professional shall:

(a) Attend recurring Project meetings (anticipated frequency to be weekly unless otherwise established by the District);
(b) Support the District and PM/CM (if any) in any required public information meetings, stakeholder presentations, governing board presentations, community outreach meetings, and regulatory agency meetings, as requested;
(c) Prepare presentation materials, exhibits, graphics, diagrams, renderings, and supporting documentation necessary to communicate Project findings and recommendations;
(d) Coordinate with the District, PM/CM (if any), CM@Risk, utility providers, regulatory agencies, and other stakeholders as necessary to complete the Pre-Design drawings;
(e) Revise and refine the pre-design recommendations and conceptual planning documents within the program parameters until accepted and approved by the District at no additional cost;
(f) Maintain a District Comment Resolution Matrix documenting District comments and the disposition of each comment.

5. **Pre-Design Phase Deliverables.** Upon completion of the Pre-Design Phase, the Design Professional shall submit a consolidated Pre-Design Report containing, as applicable to the Project:

- Functional and Architectural Program,
- Space Program and Area Matrix.
- Room Program Summary including list of Major Equipment.
- Adjacency Diagrams.
- Workflow Analysis.
- Blocking and Stacking Diagrams.
- Preliminary Medical Equipment Plan and Equipment Inventory.
- Existing Conditions Assessment.
- Utility Capacity Assessment.
- Site Analysis Report.
- Master Site Plan or Infrastructure Concept Plan.
- Preliminary Code, Regulatory, and Permitting Analysis.
- Preliminary Permitting Strategy.

- Basis of Design Report.
- Geotechnical Investigation Summary.
- Project Schedule.
- Initial Estimate of Probable Construction Cost.
- Design Decision Log.
- District Comment Resolution Matrix.
- Recommendations regarding Project scope, schedule, budget, procurement strategy, phasing, and readiness to proceed to Schematic Design.

6. **Project Cessation.** The Pre-Design Phase shall not be considered complete until the District has reviewed and accepted the required deliverables in writing. During District review of the Pre-Design Phase, no further work shall be performed unless and until the District issues a written Notice to Proceed authorizing the next phase of services.

C. SCHEMATIC DESIGN (SD) PHASE

1. **Schematic Design Services.** Upon written authorization from the District, the Design Professional shall prepare Schematic Design documents based upon the approved Pre-Design Phase deliverables and accepted Basis of Design Report. The Schematic Design Phase shall establish the overall scope, scale, character, relationships, and design approach for the Project and shall demonstrate compliance with the approved program, budget, schedule, and Project requirements.

The Design Professional shall:

(a) Develop and refine the approved program requirements into a coordinated schematic design solution;
(b) Prepare site plans, floor plans, preliminary building sections and elevations, and other graphic representations necessary to define the Project;
(c) Develop preliminary layouts and system concepts for architectural, interior finishes, furniture, structural, civil, mechanical, electrical, plumbing, fire protection, telecommunications, technology, security, and other Project systems, as applicable;
(d) Validate the Medical Equipment Program and coordinate all major equipment locations into the Schematic Design Documents;
(e) Evaluate furniture and equipment impacts on floor plans, departmental relationships, structural systems, mechanical systems, electrical systems, medical gas systems, telecommunications systems, security systems, shielding requirements, and future expansion needs;
(f) Evaluate alternative systems, materials, equipment arrangements, utility solutions, and site development strategies and recommend preferred solutions based upon functionality, life-cycle cost, maintainability, constructability, schedule impacts, and Construction budget, including separate technology, furniture and equipment budgets;
(g) Verify that the proposed design remains consistent with the approved program, Basis of Design Report, operational requirements, and District objectives;
(h) Update and refine code, accessibility, fire/life-safety, and regulatory compliance analyses based upon the proposed design;
(i) Coordinate with the District, PM/CM (if any), CM@Risk, utility providers, and regulatory agencies to identify and resolve issues affecting Project development;

(j) Participate in pre-application meetings, design review meetings, and other meetings with Authorities Having Jurisdiction as necessary to support Project development;
(k) Coordinate all consultant disciplines and perform interdisciplinary design coordination necessary to develop a complete and integrated schematic design;
(l) Develop and maintain a BIM model, if required by the Agreement, and perform coordination reviews appropriate to the phase;
(m) Participate in cost review and reconciliation meetings with the CM@Risk and assist in evaluation of budget impacts and cost-management opportunities, including furniture and equipment budgets;
(n) Identify significant design, cost, schedule, permitting, or constructability risks affecting the Project and recommend mitigation strategies;
(o) Facilitate user-group meetings, stakeholder review sessions, and operational planning discussions necessary to validate design concepts and functional requirements;
(p) Revise the Schematic Design Documents as required to address District review comments and accepted recommendations.

2. **Meetings, Presentations, and Coordination.** The Design Professional shall:
(a) Attend recurring design coordination meetings to be conducted weekly or at the frequency established by the District;
(b) Attend and support stakeholder presentations, District review meetings, governing board presentations, and regulatory agency meetings as requested by the District;
(c) Prepare exhibits, renderings, diagrams, presentation materials, and supporting documentation necessary to communicate design concepts and Project requirements;
(d) Coordinate the schematic design estimate of probable construction cost with the CM@Risk's 30% estimate and GMP development activities;
(e) Participate in cost reconciliation workshops and assist the District and CM@Risk in identifying scope adjustments, value optimization opportunities, and budget-management strategies necessary to maintain alignment with the approved Construction budget;
(f) Update the District Comment Resolution Matrix documenting District review comments and the disposition of each comment.

3. **Schematic Design (SD) Phase Deliverables.**: At the completion of the Schematic Design Phase, the Design Professional shall submit a coordinated Schematic Design Package containing, as applicable to the Project:

- Site Plan. (Building location, building footprint, future expansion zones, patient drop off, staff entrance, emergency vehicle access, loading dock access, staff and patient parking areas, parking count, service vehicle routes, pedestrian circulation, utilities, drainage, zoning compliance)
- Floor Plans. (Accurate Conceptual layouts with correct adjacencies based on program, area summaries, accessibility routes, circulation routes for patients, staff, public, service, and vertical transportation.
- Preliminary Furniture Plans.
- Preliminary Building Sections (Key vertical relationships, floor to floor heights, mechanical interstitial requirements, equipment clearances, future vertical expansion potential, and building height.

- Preliminary Building Elevations. (Basic exterior appearance and massing indicating architectural character, building massing, material concepts, and screening approaches.
- Departmental Layouts and Space Allocations.
- Updated Adjacency and Workflow Diagrams.
- Preliminary Civil Plans and Design Narrative. (Grading concept, drainage strategy, stormwater management, underground utilities, utility routing, fire access, and landscape approach.
- Preliminary Structural Plans and Design Narrative. (Column grids, major framing systems, expansion joints, foundation concepts, roof concepts, structural system selected, design criteria, seismic design criteria, wind design criteria, vibration considerations, imaging equipment load analysis, future expansion provisions, rooftop equipment support, vibration-sensitive space considerations.
- Preliminary Mechanical Plans and Design Narrative. (Basic layout showing equipment locations for AHUs, chillers, boilers, cooling towers, and heat recovery systems. Describe HVAC system type, energy strategy, filtration approach, redundancy strategy, ventilation requirements based on type of room. Central Utility assessment of medical air, vacuum, oxygen, nitrous oxide, and instrument air. Preliminary coordination with civil for underground utilities.
- Preliminary Electrical Plans and Design Narrative. (Utility service concept, normal power distribution, emergency power distribution, UPS requirements. Show utility feeds, substations, switchgear, generators, automatic transfer switches. Address essential electrical systems, life safety branch, critical branch, equipment branch. Preliminary coordination with civil for underground utilities.
- Preliminary Plumbing Plans and Design Narrative.
- Preliminary Fire Protection Design Narrative.
- Preliminary Telecommunications, Technology, and Security System Narratives. (Show MDF locations, IDF locations, provide security plans showing access control, video surveillance, infant protection systems, duress systems, panic buttons, visitor management vendor management. Provide fiber backbone strategy, identify concepts for nurse call, RTLS, telemedicine, clinical communications, pneumatic tube systems.
- Preliminary Equipment Plans and Coordination Documentation (show preliminary layout of equipment such as MRI, CT, PET/CT, linear accelerators, Cath labs, operating rooms, processing labs, sterile processing equipment, and research labs). Note major owner-furnished and vendor-furnished equipment and owner-contractor coordination requirements, identify electrical loads, cooling requirements, structural loads, shielding requirements.
- Medical Equipment Planning Report including: Equipment inventory, Equipment room assignments, Preliminary equipment layouts, Utility requirements, Structural requirements, Shielding requirements, Mechanical and electrical loads, Equipment procurement assumptions, District-furnished and contractor-furnished responsibility matrix.
- Preliminary Code, Accessibility, and Fire/Life-Safety Analysis. (FGI Guidelines compliance, state health department requirements, licensing requirements, CMS considerations, infection prevention requirements. ADA compliance approach, accessible routes, patient room requirements, imaging and treatment room clearances.
- Updated Clinical workflow analyses reflecting the proposed design– Patient Flow (arrival, registration, waiting, treatment, discharge); Staff Flow (clinical staff movement on and off stage, supplies, support functions); Material Flow (clean supplies, soiled materials, waste streams, linen

movement); Medication Flow (pharmacy operations, medication delivery, medication storage, distribution paths).

- Updated Basis of Design Report.
- Outline Specifications.
- Schematic Design BIM Model.
- Schematic Design Estimate of Probable Construction Cost. Schematic design estimate for cost of the work including direct costs, general conditions, design contingency, construction contingency, escalation, permit costs, allowances, insurance, taxes and other costs needed to build a complete cost estimate for owner review.
- Cost Reconciliation Summary.
- Updated Project Schedule. Design schedule including DD completion, CD completion, permit milestones. Construction schedule including procurement needs, long lead equipment, medical equipment procurement, mobilization and start, phasing, AHJ reviews, state licensing review, and activation/occupancy dates.
- Design Decision Log.
- District Comment Resolution Matrix.
- Recommendations regarding readiness to proceed to the Design Development Phase.

The Schematic Design submission shall demonstrate consistency with the approved program, operational requirements, regulatory requirements, Project schedule, and budget. The Schematic Design Phase shall not be considered complete until the District has reviewed and approved the required deliverables in writing. No further work shall proceed until the District approves the Schematic Design and issues written authorization to proceed.

D. DESIGN DEVELOPMENT (DD) PHASE

1. **Design Development Services.** Upon written authorization, the Design Professional shall prepare Design Development documents based upon the approved Schematic Design Documents and accepted Basis of Design Report. The Design Development Phase shall further define and coordinate the Project design and establish the size, character, quality, relationships, materials, systems, and performance requirements of the Project.

The Design Professional shall:

(a) Develop and refine the approved Schematic Design into a coordinated Design Development submission suitable for advancement into Construction Documents;
(b) Prepare design documents describing the architectural, structural, civil, mechanical, electrical, plumbing, fire protection, telecommunications, technology, security, site, and other Project systems as applicable;
(c) Develop and coordinate building materials, assemblies, finishes, equipment requirements, and other Project elements necessary to define the design intent;
(d) Coordinate the work of all subconsultants and specialty consultants and resolve interdisciplinary conflicts and inconsistencies prior to submission of each Design Development deliverable;
(e) Update and refine code, accessibility, fire/life-safety, permitting, and regulatory compliance analyses to reflect the Design Development phase design;

(f) Advance structural, mechanical, electrical, plumbing, technology, and other building system selections and document the basis for system recommendations;
(g) Perform detailed coordination of all medical equipment with architectural, structural, mechanical, electrical, plumbing, technology, telecommunications, security, and medical gas systems.
(h) Advance and revise owner-furnished, vendor-furnished, and contractor-furnished equipment requirements and verify that all utility requirements, space requirements, installation requirements, shielding requirements, vibration requirements, loading requirements, structural support requirements, environmental requirements, maintenance access clearances, and operational considerations have been incorporated into the Design Development Documents;
(i) Identify long-lead materials, equipment, and systems and coordinate procurement recommendations with the District, PM/CM (if any), and CM@Risk;
(j) Update and maintain the Basis of Design Report throughout the Design Development Phase;
(k) Participate in user-group meetings, stakeholder review sessions, and operational planning meetings required to further develop and validate the proposed design;
(l) Develop and maintain the Building Information Model (BIM), and perform interdisciplinary coordination reviews appropriate to the phase;
(m) Perform clash detection and design coordination reviews and resolve material conflicts among disciplines prior to submission;
(n) Identify significant project risks relating to design, cost, schedule, permitting, constructability, equipment, or operational requirements and recommend mitigation measures;
(o) Revise the Design Development Documents as necessary to address District review comments and accepted recommendations;
(p) Coordinate clinical planning requirements, medical equipment needs, patient flow, staff circulation, infection prevention and control considerations, security requirements, departmental operational relationships, and future expansion requirements. The Design Professional shall incorporate these requirements into the Design Development Documents and confirm coordination with affected user groups.

2. **Constructability, Cost Management, and GMP Coordination.** The Design Professional shall coordinate with the CM@Risk, PM/CM (if any), and District throughout the Design Development Phase and shall:

(a) Participate in constructability reviews and incorporate accepted recommendations into the Design Development Documents;
(b) Coordinate system selections, phasing assumptions, construction sequencing considerations, and logistics requirements with the CM@Risk;
(c) Participate in value engineering workshops and evaluate proposed modifications for impacts to scope, operations, code compliance, maintainability, life-cycle cost, sustainability, schedule, and design intent;
(d) Coordinate with the CM@Risk regarding long-lead procurement opportunities and early package development, if applicable;
(e) Prepare and update the Design Development estimate of probable construction cost and coordinate such estimate with the CM@Risk's 60% estimate and GMP development activities;
(f) Participate in cost reconciliation meetings and assist in resolving variances between the Design Professional's documents and the CM@Risk's construction estimate;

(g) Recommend scope modifications, phasing strategies, or value optimization measures necessary to maintain alignment with the District's approved budget;
(h) Coordinate Design Development activities to support GMP development and procurement planning.

3. **Meetings, Presentations, and Coordination.** The Design Professional shall:
(a) Attend recurring design coordination meetings at the frequency established by the District;
(b) Attend stakeholder meetings, District review meetings, governing board presentations, and regulatory agency meetings as requested by the District;
(c) Prepare presentation materials, exhibits, renderings, diagrams, schedules, and supporting documentation necessary to communicate the development of the design;
(d) Coordinate with permitting authorities and applicable agencies regarding design requirements, technical reviews, and anticipated permit submissions;
(e) Update the District Comment Resolution Matrix documenting District review comments and the disposition of each comment;
(f) Update the Design Decision Log documenting significant Project decisions and approvals.

4. **Design Development (DD) Phase Deliverables.** At the completion of the Design Development Phase, the Design Professional shall submit a coordinated Design Development Package containing as applicable to the Project:

- Dimensioned site plans.
- Dimensioned floor plans.
- Building sections and elevations.
- Enlarged plans and key architectural details.
- Exterior enclosure and building envelope concepts.
- Interior finish concepts and material selections.
- Furniture plans and furniture selections.
- Civil Design Drawings.
- Structural Design Drawings.
- Mechanical Design Drawings.
- Electrical Design Drawings.
- Plumbing Design Drawings.
- Fire Protection Design Drawings.
- Telecommunications, Technology, and Security Design Drawings.
- Updated code, accessibility, and fire/life-safety analysis.
- Equipment planning drawings and coordination documentation (equipment inventory, equipment cut sheets, responsibility matrix, utility matrix, coordination status)
- Updated room data sheets, where applicable.
- Design Development specifications.
- Updated Basis of Design Report.
- Clash Detection and Design Coordination Report.
- Design Development BIM Model.
- Design Development estimate of probable construction cost.
- Cost Reconciliation Summary.

- Value Engineering Log and Recommendations.
- Long-Lead Procurement and Equipment Report.
- Updated Project Schedule.
- Updated Design Decision Log.
- Updated District Comment Resolution Matrix.
- Recommendations regarding readiness to proceed to the Construction Documents Phase.

The Design Development submission shall demonstrate that the Project remains consistent with the approved program, operational requirements, regulatory requirements, Construction Budget, procurement strategy, and Project schedule. The Design Development Phase shall not be considered complete until the District has reviewed and approved the required deliverables in writing. No further work shall proceed until the District approves the Design Development documents and issues written authorization to proceed.

E. CONSTRUCTION DOCUMENTS (CD) PHASE

1. **Construction Documents Services.** Upon written authorization, the Design Professional shall prepare complete Construction Documents consisting of drawings, specifications, schedules, calculations, technical requirements, and supporting documentation setting forth in detail the requirements for construction of the Project, suitable for permitting, GMP development, procurement, bidding, and construction.

The Design Professional shall:

(a) Develop and complete coordinated Construction Documents based upon the approved Design Development Documents and accepted Basis of Design Report;
(b) Prepare architectural, structural, civil, mechanical, electrical, plumbing, fire protection, telecommunications, technology, security, site, landscape, and other discipline-specific documents required for construction of the Project;
(c) Coordinate the work of all subconsultants and specialty consultants and ensure consistency among all disciplines;
(d) Incorporate all approved District decisions, accepted review comments, value engineering decisions, constructability review comments, and regulatory requirements into the Construction Documents;
(e) Further develop and finalize material selections, assemblies, equipment requirements, details, schedules, and technical specifications;
(f) Fully document all medical equipment requirements within the Construction Documents and ensure that the drawings and specifications clearly identify all equipment-related architectural, structural, mechanical, electrical, plumbing, technology, telecommunications, security, medical gas, shielding, vibration isolation, and infrastructure requirements.
(g) Coordinate all District-furnished, vendor-furnished, and Contractor-furnished equipment requirements such that the Construction Documents provide complete information necessary for procurement, installation, commissioning, and operation.
(h) Verify compliance with applicable codes, accessibility requirements, fire/life-safety requirements, licensing requirements, and other regulatory requirements;
(i) Update and maintain the Basis of Design Report throughout the Construction Documents Phase;

(j) Develop and maintain the BIM Model, if required under the Agreement, and perform ongoing interdisciplinary coordination reviews;
(k) Perform detailed interdisciplinary coordination and conflict-resolution reviews prior to each submission;
(l) Incorporate permitting requirements and agency review comments into the Construction Documents;
(m) Revise the Construction Documents as necessary to address District comments and accepted recommendations;
(n) Identify required architectural, clinical, equipment, finish, infection-control, envelope, life-safety, and building-system mock-ups in the Construction Documents, including required participants, review criteria, timing, documentation, and acceptance procedures.
(o) Coordinate medical equipment requirements, commissioning requirements, infection prevention and control requirements, licensing requirements, owner technology systems, security systems, and operational readiness requirements into the Construction Documents and shall verify coordination among all affected disciplines.
(p) Incorporate known hazardous-material conditions and applicable mitigation, containment, phasing, and coordination requirements into the Construction Documents based upon surveys, reports, and other information furnished by the District. For work in or adjacent to occupied healthcare areas, coordinate such requirements with infection prevention and control, ICRA, ILSM, temporary containment, air-pressure requirements, egress, utility shutdowns, and continuity of healthcare operations.
(q) Identify each portion of the Work requiring Delegated Design and include in the Contract Documents the applicable performance and design criteria, code requirements, system interfaces, coordination requirements, required calculations and certifications, professional sealing requirements, and Submittal requirements. The Design Professional shall maintain a list of Delegated Design elements and identify the applicable reviewing discipline or Consultant.

2. **Quality Control, Constructability, and Cost Management.**

The Design Professional shall:

(a) Implement formal quality assurance and quality control procedures for all Construction Document submissions;
(b) Conduct interdisciplinary coordination reviews to identify and eliminate omissions, inconsistencies, and conflicts among disciplines;
(c) Participate in constructability reviews with the District, PM/CM, and CM@Risk and incorporate accepted recommendations into the Construction Documents;
(d) Participate in value engineering reviews and evaluate proposed modifications for impacts to scope, budget, schedule, maintainability, operational performance, code compliance, and design intent;
(e) Identify long-lead materials, equipment, and procurement packages requiring early procurement consideration;
(f) Prepare and update estimates of probable construction cost and coordinate such estimates with the CM@Risk's GMP development activities;
(g) Participate in cost reconciliation meetings and assist in resolving variances between the Design Professional's estimate and the CM@Risk's estimate;

(h) Recommend scope modifications, phasing strategies, procurement strategies, or value optimization opportunities necessary to maintain alignment with the District's approved budget.

3. **Meetings, Presentations, and Coordination.**
The Design Professional shall:

(a) Attend recurring design coordination meetings at the frequency established by the District;
(b) Attend stakeholder meetings, District review meetings, governing board presentations, and regulatory agency meetings as requested by the District;
(c) Prepare presentation materials, exhibits, renderings, diagrams, schedules, and supporting documentation necessary to communicate the development of the design;
(d) Coordinate with permitting authorities and applicable agencies regarding design requirements, technical reviews, and anticipated permit submissions;
(e) Update the District Comment Resolution Matrix documenting District review comments and the disposition of each comment;
(f) Update the Design Decision Log documenting remaining Project decisions and approvals.

4. **Permitting and Regulatory Approvals.** The Design Professional shall prepare and submit all documents required for permits, licenses, approvals, and regulatory reviews necessary for construction of the Project. The Design Professional shall:

(a) Prepare permit applications and supporting documentation;
(b) Attend permitting and regulatory agency meetings as necessary;
(c) Respond to review comments issued by regulatory agencies;
(d) Revise the Construction Documents as necessary to obtain required approvals;
(e) Assist the District and CM@Risk in securing permits and approvals required for construction;
(f) Maintain a Regulatory Review Log documenting permit status, review comments, required actions, and approval milestones.

5. Construction Documents (CD) Phase Deliverables. At the completion of the Construction Documents Phase, the Design Professional shall submit a coordinated Construction Documents Package containing, as applicable to the Project:

- Complete and coordinated Construction Drawings.
- Final Medical Equipment drawings and Coordination Package.
- Complete and coordinated Furniture bid package
- Complete and coordinated Telecommunications bid package
- Medical Equipment Responsibility Matrix showing OFOI, OFCI, CFCI, and vendor-installed.
- Complete Technical Specifications.
- Final Design Narratives for all applicable disciplines.
- Final Code, Accessibility, and Fire/Life-Safety Analysis.
- Permit Application Documents and Supporting Materials.
- Agency Review Comment Responses.
- Final Basis of Design Report.
- Updated BIM Model, if required by the Agreement.
- Clash Detection and Coordination Report.
- Constructability Review Summary.
- Value Engineering Log and Disposition Report.

- Long-Lead Procurement and Equipment Report.
- Updated Project Schedule.
- Delegated Design Schedule identifying each delegated-design element, applicable performance criteria, required Submittals, and responsible reviewing discipline.
- Updated Design Decision Log.
- Updated District Comment Resolution Matrix.
- Final Estimate of Probable Construction Cost.
- Final Quantity Summaries and Calculations, where applicable.
- Signed and Sealed Construction Documents suitable for permitting, procurement, GMP establishment, and construction.

The Design Professional shall provide electronic copies of all drawings, specifications, schedules, calculations, quantity summaries, BIM files (if required), and other deliverables in formats as specified by the District. For engineer-led projects, the Design Professional shall additionally provide final quantity summaries, supporting calculations, and original field books, if applicable. The Construction Documents Phase shall not be considered complete until the District has reviewed and approved the required deliverables in writing. No further work shall proceed until the District approves the Construction Documents and issues written authorization to proceed to the Bidding/GMP Support Phase.

F. BIDDING / GMP SUPPORT PHASE

[ALTERNATE 1 – Use this paragraph if the District engages a PM/CM; delete Alternate 2.]

1. Following completion of the Construction Documents Phase and upon authorization by the District, the Design Professional shall assist the PM/CM and CM@Risk during the CM@Risk's solicitation of subcontractor bids and development of the GMP. The Design Professional shall serve as the District's primary technical advisor during subcontractor procurement and GMP development and shall promptly notify the District of any observed scope gaps, inconsistencies, budget concerns, constructability issues, procurement risks, permitting concerns, or deviations from the approved design intent identified during the procurement process.

[ALTERNATE 2 – Use this paragraph if no PM/CM is engaged; delete Alternate 1.]

1. Following completion of the Construction Documents Phase and upon authorization by the District, the Design Professional shall assist the District and CM@Risk during the CM@Risk's solicitation of subcontractor bids and development of the GMP. The Design Professional shall serve as the District's primary technical advisor during subcontractor procurement and GMP development and shall promptly notify the District of any observed scope gaps, inconsistencies, budget concerns, constructability issues, procurement risks, permitting concerns, or deviations from the approved design intent identified during the procurement process.

The Design Professional shall:

(a) Assist in the preparation, coordination, and refinement of bid packages, procurement packages, scope packages, and technical requirements necessary to support subcontractor solicitation and GMP development;
(b) Respond to requests for information ("RFIs") from the District, CM@Risk, prospective subcontractors, suppliers, and vendors regarding the Construction Documents and design intent;
(c) Prepare clarifications, supplemental instructions, addenda, and revisions to the Construction Documents as necessary to support procurement activities and GMP development;

(d) Attend and participate in pre-bid conferences, pre-proposal conferences, procurement meetings, scope review meetings, and GMP development meetings as requested by the District;
(e) Review and evaluate proposed substitutions, alternates, product selections, equipment alternatives, and value engineering proposals and provide written recommendations regarding their compliance with design intent, code requirements, operational requirements, maintainability, life-cycle cost considerations, sustainability objectives, and Project requirements;
(f) Assist in evaluating technical aspects of subcontractor bids, proposed systems, materials, equipment, and qualifications;
(g) Participate in subcontractor scope review meetings and assist in identifying and resolving scope gaps, overlaps, ambiguities, coordination issues, and inconsistencies within the procurement documents and bid packages;
(h) Participate in cost reconciliation meetings and assist the District and CM@Risk in resolving variances between the Design Professional's estimate, subcontractor bids, and the CM@Risk's developing GMP;
(i) Review procurement results and recommend scope modifications, design refinements, phasing strategies, procurement strategies, or value optimization measures necessary to maintain alignment with the District's approved budget and Project objectives;
(j) Assist in identifying long-lead materials, equipment, and systems requiring early procurement consideration and evaluate schedule impacts associated with procurement activities;
(k) Support development of phased procurement packages, early work packages, enabling work packages, utility packages, demolition packages, and other procurement strategies requested by the District;
(l) Revise drawings, specifications, schedules, and related Contract Documents as necessary to incorporate approved clarifications, accepted substitutions, accepted value engineering measures, procurement-related revisions, and GMP-related modifications;
(m) Maintain a District Comment Resolution Matrix documenting District review comments and the disposition of each comment;
(n) Advise the District regarding technical, functional, operational, code, permitting, and design implications of procurement decisions and GMP assumptions;
(o) Provide professional recommendations regarding the completeness and adequacy of the proposed GMP scope relative to the Construction Documents and Project requirements.
(p) The Design Professional shall assist the District and CM@Risk in validating medical equipment procurement requirements, owner-furnished and contractor-furnished equipment responsibilities, utility coordination requirements, technology systems procurement, infection prevention requirements, commissioning-related procurement activities, and operational impacts associated with proposed substitutions or value engineering recommendations.

2. **GMP/Bidding Support Phase Deliverables.**

- Responses to procurement and bidder RFIs.
- Assist in preparing Addenda and bidding clarifications.
- Technical evaluations of substitutions, alternates, and value engineering proposals.
- Scope gap, overlap, and coordination reviews.
- Procurement review comments and recommendations.
- Long-lead procurement recommendations.

- Updated drawings and specifications incorporating accepted procurement-related revisions.
- GMP review comments and recommendations.
- District Comment Resolution Matrix updates.
- Written recommendations regarding the adequacy and completeness of the proposed GMP scope.

3. **Completion of Phase.** The Bidding/GMP Support Phase shall continue until:
   (a) Subcontractor solicitation and procurement activities requiring Design Professional support have been completed;
   (b) The Design Professional has completed its review of related substitutions, alternates, value engineering proposals, and technical clarifications;
   (c) The GMP has been established, reviewed, and approved by the District;
   (d) Required addenda, clarifications, and procurement-related revisions to the Construction Documents have been completed; and
   (e) The District authorizes commencement of Construction Administration Services.

G. CONSTRUCTION ADMINISTRATION PHASE

[ALTERNATE 1 – Use this paragraph if the District engages a PM/CM; delete Alternate 2.]
1. During construction, the Design Professional shall provide construction administration services in coordination with the PM/CM and shall act as the District's design representative with respect to interpretation and implementation of the Construction Documents.

[ALTERNATE 2 – Use this section if no PM/CM is engaged; delete Alternate 1.]
1. During construction, the Design Professional shall provide construction administration services directly to the District and shall coordinate with the District, CM@Risk, Commissioning Agent, and other designated Project participants. The Design Professional shall serve as the District's primary design representative with respect to interpretation and implementation of the Construction Documents.
The Design Professional shall:

   (a) Review and respond in writing to properly submitted Requests for Information regarding the Construction Documents and design intent. Each response shall identify, as applicable, whether it: (i) clarifies an existing requirement; (ii) corrects an error, omission, inconsistency, or lack of coordination; (iii) may affect the Contract Sum or Contract Time; or (iv) requires District approval before implementation. The Design Professional shall not authorize a material change in Project scope, quality, system performance, Contract Sum, Contract Time, or District standards through an RFI response without the District's prior written approval.
   (b) Review the CM@Risk's proposed Submittal schedule and recommend revisions necessary to provide sufficient time for coordinated review by the Design Professional, its Consultants, the District, Commissioning Agent, and other designated reviewers. The Design Professional shall identify scheduling concerns involving long-lead equipment, phased construction, utility shutdowns, regulatory approvals, commissioning, mock-ups, Owner-furnished equipment, or Submittals proposed out of sequence.
   (c) Review and take appropriate written action upon Shop Drawings, Product Data, Samples, mock-ups, coordination drawings, Delegated Design Submittals, manufacturer certifications, test reports, and other required Submittals for conformance with the design intent, Contract Documents, applicable codes and regulatory requirements, District standards, specified system

performance, and interfaces with other portions of the Work. The Design Professional shall coordinate the review of its Consultants and provide a consolidated response when multiple disciplines review the same Submittal.

(d) Identify and coordinate enhanced or multidisciplinary review of Submittals that may affect life safety, fire protection, infection prevention and control, ICRA, ILSM, medical gas, HVAC system performance and pressure relationships, building controls, normal and emergency power, nurse call, security, information technology, medical-equipment interfaces, equipment supports, seismic restraint, commissioning, regulatory approval, occupancy, or continued healthcare operations. When directed by the District, the Design Professional shall facilitate review by appropriate District representatives or consultants. District review shall not relieve the Design Professional of its contractual or professional responsibilities.

(e) **Medical Equipment.** Review medical-equipment Shop Drawings, Product Data, installation requirements, utility requirements, rough-in locations, support systems, clearances, and final equipment coordination. The Design Professional shall evaluate whether equipment-related design requirements have been incorporated into the Work and shall promptly identify discrepancies requiring correction.

(f) **Response Periods.** Unless otherwise established in the approved Project Schedule or Submittal schedule, respond to routine RFIs within five business days, review routine Submittals within ten business days, and review complex, multidisciplinary, or Delegated Design Submittals within fifteen business days after receipt of a complete submission. Notify the District and CM@Risk in writing within two business days after receipt if a submission is incomplete or the required response period cannot be met, stating the reason and proposed response date.

(g) **Applications for Payment.** Review the CM@Risk's Applications for Payment and advise the District regarding the observed progress of the Work and its general conformance with the Contract Documents. The Design Professional shall promptly notify the District of known or observed conditions that may warrant withholding certification or payment.

(h) **Supplemental Information.** Prepare Supplemental Instructions, design clarifications, sketches, details, schedules, and interpretations reasonably necessary for proper execution of the Work. The Design Professional shall identify whether each issuance: (i) clarifies an existing requirement; (ii) corrects an error, omission, inconsistency, or coordination issue; (iii) may affect cost or schedule; or (iv) constitutes a change requiring District approval.

(i) **Substitutions and Deviations.** Review and evaluate proposed substitutions, product alternatives, value-engineering proposals, deviations from the Contract Documents, and other contractor-initiated modifications. Provide written recommendations addressing design intent, code and regulatory compliance, life safety, clinical operations, system compatibility and performance, maintainability, warranties, commissioning, District standards, cost, and schedule. The Design Professional shall not approve a material substitution or deviation without the District's prior written approval.

(j) **Changes to the Work.** Review and provide written recommendations concerning Change Orders, Construction Change Directives, and other proposed changes to the Work, including their effects on design intent, Project scope, quality, system performance, clinical and operational requirements, regulatory compliance, cost, and schedule. The Design Professional shall prepare or coordinate necessary revisions to the Construction Documents resulting from District-approved changes.

(k) **Site Observation.** Conduct site observation visits at intervals appropriate to the stage, complexity, and progress of construction, but not less frequently than biweekly unless a different frequency is approved in writing by the District. Conduct additional visits at critical activities and milestones, including foundations, structural completion, building enclosure, above-ceiling work before concealment, major equipment and system installations, system startup, commissioning, Substantial Completion, and Final Completion.

(l) **Site Observation Reports.** Prepare a written Site Observation Report for each visit identifying material observations, observed defects or deficiencies, known deviations from the Contract Documents, required follow-up actions, responsible parties, and unresolved items. Promptly notify the District of observed conditions that may materially affect patient, visitor, or staff safety; infection prevention and control; life safety; regulatory compliance; commissioning; occupancy; Project cost or schedule; or continued healthcare operations.

(m) **Nonconforming Work.** Promptly notify the District and CM@Risk in writing of observed Work that does not conform to the Contract Documents. Advise the District regarding the nature and potential consequences of the nonconformity, recommend rejection or corrective action when appropriate, and recommend additional inspection or testing reasonably necessary to determine conformance.

(n) **Meetings and Field Coordination.** Attend construction progress, coordination, pre-installation, commissioning, medical-equipment coordination, equipment-installation, regulatory, and special meetings required by the Scope of Services or reasonably requested by the District. Coordinate with the CM@Risk regarding constructability issues, clarifications, field conditions, regulatory issues, and field conflicts.

(o) **Field Conditions and Design Coordination.** Review and respond to field conditions, unforeseen conditions, discrepancies in the Contract Documents, and design-related conflicts. Coordinate with applicable Consultants and provide design solutions necessary to resolve interdisciplinary conflicts and maintain consistency with Project requirements.

(p) **Regulatory and Operational Readiness.** Assist the District in reviewing and coordinating medical-equipment installation, Owner-furnished equipment integration, information-technology systems, security systems, infection-prevention requirements, licensing inspections, accreditation-readiness activities, occupancy preparation, and other operational-readiness activities to the extent affected by the Project design. Attend inspections conducted by regulatory agencies, healthcare licensing authorities, or accreditation organizations when requested by the District and prepare or coordinate required design revisions resulting from design-related comments.

(q) **Design Records.** Update and maintain the Basis of Design Report and Design Decision Log to document significant design decisions, interpretations, and approved changes arising during construction.

(r) **Monthly Report.** Provide the District with a monthly Construction Administration Summary Report identifying significant RFIs, pending Submittals, unresolved design issues, observed nonconforming Work, potential changes affecting scope, budget or schedule, regulatory or commissioning issues, and other matters requiring District attention or action.

2. Commissioning, Testing, and Operational Readiness Support. The Design Professional shall support Project commissioning and operational readiness activities and shall:

(a) Review commissioning plans, reports, Submittals, test procedures, and other commissioning documentation affecting design intent;

(b) Attend commissioning meetings, testing activities, and functional performance testing when required by the Scope of Services or as requested by the District;
(c) Participate in review of testing, startup, balancing, and commissioning results requiring Design Professional input;
(d) Assist in resolution of design-related deficiencies identified through testing or commissioning activities;
(e) Coordinate design-related responses with affected consultants and specialty disciplines;
(f) Incorporate approved design-related commissioning corrections into the Contract Documents, Record Documents, or other applicable Project documentation and track such items through documented resolution.
(g) Support operational readiness, activation planning, occupancy preparation, owner training activities, medical equipment integration, and system turnover to the extent affected by the Project design;
(h) The Design Professional shall attend inspections conducted by regulatory agencies, healthcare licensing authorities, and accreditation organizations, as requested by the District, and shall prepare or coordinate required design revisions resulting from design-related review comments;

3. Substantial Completion, Punch List, and Closeout Services.
The Design Professional shall:
(a) Participate in inspections to determine the dates of Substantial Completion and Final Completion;
(b) Prepare and distribute Punch Lists identifying incomplete, deficient, or nonconforming Work observed during inspections;
(c) Maintain a current deficiency and Punch List log identifying the item, location, responsible party, date identified, required corrective action, status, and date verified complete;
(d) Review corrective Work and verify completion of Punch List items requiring Design Professional review;
(e) Identify unresolved items that may affect Substantial Completion, Final Completion, occupancy, life safety, regulatory approval, commissioning, warranty rights, or intended system performance;
(f) Review operation and maintenance manuals, warranties, testing reports, certifications, training documentation, and other closeout materials for general conformance with the Contract Documents;
(g) Assist the District and PM/CM in resolving design-related closeout issues; and
(h) Review CM@Risk record-markup information and identify discrepancies requiring clarification before preparation of Record Documents.

4. Construction Administration Deliverables. During the Construction Administration Phase, the Design Professional shall provide the following deliverables, as applicable:
- Written responses to RFIs.
- Reviewed submittals and shop drawings.
- Supplemental Instructions and Design Clarifications.
- Written evaluations of substitutions and proposed changes.
- Change Order and Construction Change Directive review comments and recommendations.
- Site Observation Reports.
- Construction Meeting Participation and Action Item Documentation, when prepared by the Design Professional.

- Commissioning review comments and design-related resolution records.
- Design Decision Log and Basis of Design updates.
- Monthly Construction Administration Summary Reports
- Deficiency and Punch List Reports.
- Substantial Completion and Final Completion Inspection Reports.
- Design-related Closeout Review Comments.
- Updated District Comment Resolution Matrix, if requested by the District.
- Recommendations concerning unresolved construction issues affecting design intent or Project requirements.

5. Standard of Observation. The Design Professional's site observations shall be for the purpose of becoming generally familiar with the progress and quality of the Work and determining, in general, whether the Work is being performed in accordance with the Construction Documents. Each Site Observation Report shall identify material observations, observed defects or deficiencies, known deviations from the Contract Documents, required follow-up actions, responsible parties, and unresolved items. The Design Professional shall promptly notify the District of observed conditions that may materially affect patient, visitor, or staff safety; infection prevention and control; life safety; regulatory compliance; commissioning; occupancy; Project cost or schedule; or continued healthcare operations.

The Design Professional shall not be responsible for exhaustive or continuous inspection of the Work and shall not be responsible for the CM@Risk's failure to perform the Work in accordance with the Contract Documents.

6. Limitation of Responsibility. The Design Professional shall not have control over, and shall not be responsible for, the construction means, methods, techniques, sequences, procedures, temporary works, site safety programs, or safety precautions and programs in connection with the Work, all of which remains solely the responsibility of the CM@Risk and its subcontractors. The Design Professional's services during construction shall not relieve the CM@Risk of its responsibility to perform and complete the Work in accordance with the Contract Documents.

H. POST-CONSTRUCTION / WARRANTY PHASE

[ALTERNATE 1 – Use this paragraph if the District engages a PM/CM; delete Alternate 2.]

1. Following substantial completion and final completion of the project, the Design Professional shall assist the District and PM/CM with project closeout, occupancy support, record documents, commissioning completion, warranty-phase services, and verification of conformance with the Construction Documents. The Design Professional shall serve as the District's primary design advisor regarding interpretation and implementation of the Construction Documents following completion of the Work.

[ALTERNATE 2 – Use this paragraph if no PM/CM is engaged; delete Alternate 1.]

1. Following Substantial Completion and Final Completion, the Design Professional shall assist the District directly with Project closeout, occupancy support, Record Documents, commissioning completion, warranty-phase services, and verification of general conformance with the Construction

Documents. The Design Professional shall serve as the District's primary design advisor regarding interpretation of the Construction Documents following completion of the Work.

The Design Professional shall:

(a) Participate in inspections associated with Substantial Completion and Final Completion;
(b) Review completion of punch list and deficiency items and verify correction of design-related deficiencies identified during construction;
(c) Assist the District and PM/CM in determining whether the Work has achieved Substantial Completion and Final Completion in accordance with the Contract Documents;
(d) Review operation and maintenance manuals, warranties, testing reports, certifications, training documentation, and other closeout materials for general conformance with the Construction Documents;
(e) Review CM@Risk closeout documentation and advise the District and PM/CM regarding completeness of design-related closeout requirements;
(f) Assist the District in resolving design-related issues identified during final inspections, occupancy, regulatory inspections, activation, commissioning completion, and project closeout activities;
(g) Assist in resolving design-related medical equipment installation, startup, commissioning, occupancy, and operational issues.
(h) Review CM@Risk's record-markup drawings, field revisions, approved Change Orders, and other record information and identify discrepancies requiring clarification;
(i) Prepare Record Drawings based upon the CM@Risk's as-built markups, approved modifications, and other record documentation furnished by the CM@Risk;
(j) Prepare the BIM Record Model, and required digital asset or equipment information when included in the Agreement;
(k) Assist during occupancy and transition into operations by addressing design-related issues affecting building functionality, maintainability, operational performance, and user requirements;
(l) Provide consultation regarding interpretation of the Construction Documents for design-related issues arising after occupancy;
(m) Review equipment-related deficiencies identified after occupancy and provide recommendations regarding corrective actions required to maintain compliance with the design intent.

2. Warranty Period Services. The Design Professional shall provide warranty-phase services during the Contractor's warranty period and shall:

(a) Review and respond to design-related warranty issues reported by the District;
(b) Assist the District in evaluating whether observed deficiencies may be attributable to design, materials, installation, equipment, commissioning, operational issues, maintenance, or warranty-related causes;
(c) Review proposed corrective actions and provide recommendations regarding consistency with the design intent and Construction Documents;
(d) Coordinate with consultants and specialty disciplines regarding design-related warranty issues;
(e) Evaluate warranty claims involving design interpretation and provide professional recommendations to the District;
(f) Maintain documentation of significant warranty-related issues, recommended corrective actions, responsible parties, status and matters requiring further review or action;

(g) Provide reasonable consultation and technical support requested by the District regarding warranty-related design concerns;
(h) Assist the District with post-occupancy operational reviews, medical equipment integration issues, owner-furnished equipment coordination issues, information technology and security system integration issues, licensing and regulatory follow-up inspections, infection prevention and control concerns related to the completed Project, and occupancy-related design issues identified during the warranty period;
(i) Participate in inspections conducted by healthcare licensing agencies, accreditation organizations, or regulatory authorities when requested by the District and shall prepare or coordinate design-related corrective actions resulting from such inspections.
(j) Provide consultation regarding interpretation of the Construction Documents for design-related issues arising after occupancy;
(k) Advise the District regarding unresolved design-related construction issues, warranty matters, and corrective action recommendations;
(l) Provide the District with a Post-Construction Status Report following Substantial Completion and a Warranty Status Report following the warranty inspection. Each report shall summarize outstanding design-related deficiencies, unresolved warranty matters, operational issues identified by the District, recommended corrective actions, responsible parties, and items requiring District follow-up.
(m) Participate in a post-occupancy lessons-learned workshop with the District and CM@Risk within twelve (12) months following occupancy and provide recommendations concerning future project delivery, design coordination, operational performance, and facility functionality.

3. Warranty Inspection. Approximately eleven (11) months following Substantial Completion, or as otherwise directed by the District, the Design Professional shall conduct a warranty inspection with the District, PM/CM, and CM@Risk. The Design Professional shall:

(a) Observe the Project for apparent warranty-related deficiencies affecting building systems, finishes, site improvements, equipment coordination, or other design-related components;
(b) Review operational issues identified by District personnel and building occupants;
(c) Evaluate apparent issues related to functionality, maintainability, design performance, system integration, commissioning, and intended operation;
(d) Document observed conditions requiring further investigation, repair, replacement, or corrective action;
(e) Prepare a written Warranty Inspection Report identifying observed conditions, recommended corrective actions, responsible parties when reasonably identifiable, and matters requiring District or CM@Risk follow-up.

4. Post-Construction/Warranty Phase Deliverables. The Design Professional shall provide the following deliverables, as applicable:

- Record Drawings.
- Record Specifications reflecting approved changes incorporated during construction.
- Review comments regarding closeout documentation.
- Design-related deficiency and punch list verification documentation.
- Final Basis of Design Report and Design Decision Log.
- Post-Construction Status Report

- Warranty Status Report
- Warranty Inspection Report.
- Design-related warranty review comments and recommendations.
- BIM Record Model.
- Asset information, equipment data, room data, and digital turnover information required by the Agreement, if applicable.
- Lessons Learned recommendations
- Final Project Closeout Summary identifying unresolved design-related, warranty, regulatory, commissioning, or operational issues.

5. Completion of Phase. The Post-Construction/Warranty Phase shall be considered complete upon:

(a) Completion of required closeout and occupancy support services;
(b) Delivery of all Record Documents and required closeout deliverables;
(c) Completion of the warranty inspection and issuance of the Warranty Inspection Report;
(d) Completion or documentation of outstanding design-related warranty matters requiring Design Professional action; and
(e) Fulfillment of the Design Professional's obligations under this Phase.

6. Limitation of Responsibility. The Design Professional's post-construction and warranty services shall not relieve the CM@Risk of responsibility to correct defective or nonconforming Work, satisfy warranty obligations, complete outstanding contractual requirements, or perform Work required by the Contract Documents.

The Design Professional shall not be responsible for construction means or methods, maintenance activities, operational procedures, equipment misuse, or failures caused solely by improper operation or maintenance following occupancy.

I. TECHNICAL DISCIPLINES (ENGINEER-LED / INFRASTRUCTURE PROJECTS)

Applicable technical disciplines may include, as appropriate to the Project:

(a) surveying and base mapping;
(b) geotechnical/materials investigation and pavement design;
(c) roadway plan, profile, and typical sections;
(d) drainage design and drainage report;
(e) water main design;
(f) sanitary sewer design;
(g) reclaimed water / force main design;
(h) utility coordination, conflict identification, and relocation plans;
(i) structures (bridges and walls);
(j) landscape and irrigation;
(k) signing and pavement marking;
(l) street lighting;
(m) traffic signals and interconnect; and
(n) right-of-way acquisition support and railroad/utility coordination. For each applicable discipline, the Design Professional shall develop initial (30%), preliminary (60%), final (95%), and

construction document (100%) submittals, together with summaries of quantities, specifications and special provisions, and construction cost estimates supporting GMP development.

J. EXHIBITS TO THE AGREEMENT

The following exhibits accompany this Scope of Services and are part of the Agreement:

Exhibit B (Key Personnel and Subconsultants);
Exhibit C (Schedule of Services);
Exhibit D (Compensation and Payment Schedule), including Exhibit D-1 (Hours and Fee Estimate);
Exhibit E (Amendment Form); and
Exhibit F (Project Deliverables Format).

EXHIBIT B
KEY PERSONNEL AND SUBCONSULTANTS

Project Name: [PROJECT NAME]
Project No.: [PROJECT NO.]
Contract No.: [CONTRACT NO.]

A. Key Personnel. The following are the Design Professional's Key Personnel for the Project. Key Personnel shall not be replaced without the prior written approval of the District.

Name	Role / Title	Discipline & Arizona License No.
[NAME]	Principal-in-Charge	[DISCIPLINE / LICENSE NO.]
[NAME]	Project Manager	[DISCIPLINE / LICENSE NO.]
[NAME]	Lead Architect/Engineer of Record	[DISCIPLINE / LICENSE NO.]
[NAME]	[ROLE]	[DISCIPLINE / LICENSE NO.]

B. Subconsultants. The following are the Design Professional's subconsultants for the Project. Subconsultants shall not be added, deleted, or changed without the prior written consent of the District.

Subconsultant Firm	Discipline / Scope	Arizona Registration (if applicable)
[FIRM]	[DISCIPLINE]	[REGISTRATION NO.]
[FIRM]	[DISCIPLINE]	[REGISTRATION NO.]
[FIRM]	[DISCIPLINE]	[REGISTRATION NO.]

EXHIBIT C
SCHEDULE OF SERVICES

Project Name: [PROJECT NAME]
Project No.: [PROJECT NO.]
Contract No.: [CONTRACT NO.]

A. Promptly after execution of the Agreement, the Design Professional shall prepare and submit to the District for approval a Schedule of Services showing the order in which the Design Professional proposes to carry out the Services, in the form of a progress chart delineating all important increments and review dates. The Design Professional shall update the Schedule of Services monthly and deliver it to the District with each monthly invoice.

B. The Design Professional shall complete each phase of the Services within the number of calendar days set forth below after written authorization from the District to proceed with that phase:

Phase	Calendar Days to Complete
Pre-Design Phase (Project Initiation, Programming, Site Analysis)	[___]
Schematic Design Phase (or 30% Submittal)	[___]
Design Development Phase (or 60% Submittal)	[___]
Construction Documents Phase (through 100% / Substantial Completion stage)	[___]
Bidding / GMP Support Phase	[___]
Construction Administration Phase	[___]
Post-Construction / Warranty Phase	[___]

C. The durations stated above include the review periods required by the District and all other regulatory agencies, and exclude any construction document back-check stage, as applicable. All times to complete the tasks set forth in this Exhibit are of the essence. If delays are caused by the District's inability to comply with requested meeting schedules, the Design Professional may request an adjustment to the schedule, which, if approved, shall be authorized in writing by the District.

EXHIBIT D
COMPENSATION AND PAYMENT SCHEDULE

Project Name: [PROJECT NAME]
Project No.: [PROJECT NO.]
Contract No.: [CONTRACT NO.]

A. Compensation. The consideration paid to the Design Professional under this Exhibit is full compensation for all of the Design Professional's Services, including office, travel, per diem, and other direct and indirect expenses incident to providing the Services, except for the reimbursable expenses expressly allowed. The Design Professional's fee shall not exceed the following amounts by phase:

Phase	Not-to-Exceed Fee
Pre-Design Phase (Project Initiation, Programming, Site Analysis)	$[___]
Schematic Design Phase (or 30% Submittal)	$[___]
Design Development Phase (or 60% Submittal)	$[___]
Construction Documents Phase (through 100%)	$[___]
Bidding / GMP Support Phase	$[___]
Construction Administration Phase	$[___]
Post-Construction / Warranty Phase	$[___]
Total Not-to-Exceed Fee	$[___]

Attached as Exhibit D-1 is the Design Professional's hours-and-fee estimate for the Project, showing positions, billing rates, and estimated hours by Project task.

B. Method of Payment. The Design Professional shall submit monthly invoices with progress reports clearly indicating the percentage of Services completed to date and the compensation due for that progress. All invoices shall be for Services completed. The District shall pay undisputed amounts in accordance with the Arizona prompt payment requirements applicable to design professional services contracts.

C. Expenses. All expenses that the Design Professional and its Subconsultants may incur in performing the Services, including services, supplies, printing, postage, and travel, are included in the fee set forth in this Exhibit D and are not separately reimbursable. Any additional expense shall be reimbursed only as provided in Section 1.9 of the Agreement.

If the District authorizes reimbursement of an expense under Section 1.9 of the Agreement, the Design Professional shall submit all receipts and any other reasonably required backup documentation to District within sixty (60) days after such expense is incurred. The District shall not be required to reimburse Design Professional for expenses received by District after that time.

EXHIBIT D-1

[INSERT DESIGN PROFESSIONAL'S HOURS-AND-FEE ESTIMATE FOR THE PROJECT, SHOWING POSITIONS, BILLING RATES, AND ESTIMATED HOURS BY PROJECT TASK.]

EXHIBIT E
AMENDMENT FORM

Project Name: [PROJECT NAME]
Project No.: [PROJECT NO.]
Contract No.: [CONTRACT NO.]
Amendment No.: _____
Date: _____

Description of Change	[DESCRIBE THE CHANGE IN THE SCOPE OF SERVICES]
Reason for Change	[REASON]
Effect on Contract Sum	Original Contract Sum: $[___]; Net change by prior amendments: $[___]; Contract Sum prior to this Amendment: $[___]; Amount of this Amendment: $[___]; New Contract Sum: $[___]
Effect on Contract Time	[INCREASE/DECREASE OF ___ WORKING DAYS; NEW COMPLETION DATE: _____]

The Contract Sum and Contract Time will be adjusted only as stated above. All other terms and conditions of the Agreement remain unchanged.

DISTRICT: MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT d/b/a VALLEYWISE HEALTH

By: _____
Name: _____
Its: _____
Date: _____

DESIGN PROFESSIONAL: [INSERT DESIGN PROFESSIONAL NAME]

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT F
PROJECT DELIVERABLES FORMAT

Pre-Design Phase (Program/Conceptual Design)
Report - PDF
Drawings - PDF

Schematic Design Phase
Drawings - PDF
Specifications - PDF
Security Design - AutoCAD
Geotechnical Investigation Report - PDF
Project Survey - AutoCAD

Design Development Phase
Drawings - PDF
Specifications - PDF
Site Plan - AutoCAD
Room Numbering - PDF
Security Design - AutoCAD
Wi-Fi Design - AutoCAD

100% Construction Documents Phase
Drawings - PDF
Specifications - PDF
Key Plans - AutoCAD
TeleCom Bid - PDF

Post Construction/Warranty Phase
Record Drawings - PDFs
Record Drawings - Bound AutoCAD
Key Plan Drawings - AutoCAD
Delegated Design log: searchable PDF and native Excel/data format
Final specifications: searchable PDF and editable native format
Record model: native authoring format and agreed open/exchange format
Asset/equipment data: District-approved spreadsheet, database, COBie, or CMMS import format
Equipment responsibility matrix: searchable PDF and native Excel
Final room data: searchable PDF and native data format