

ARCHITECTURAL / ENGINEERING SERVICES RFQ

North Sound Behavioral Health Organization

**CUMMING**  
Building Value Through Expertise

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## 1.0 PROJECT DESCRIPTION

The North Sound Behavioral Health Organization is responsible for the publicly funded behavioral health services in Island, San Juan, Skagit, Snohomish and Whatcom counties. NSBHO is working to develop a network of facilities across the North Sound counties to provide optimal behavioral health care. This request for qualifications encompasses design services for three facilities to be constructed in Skagit County.

The three facilities include an eight bed Triage / Sub Acute Detox Center serving the Anacortes area, a sixteen bed Evaluation and Treatment Facility and a sixteen bed Substance Use Disorder (SUD) / Acute Detox Center. The Triage / Sub Acute Facility will be located in west Skagit County around Reservation Road. The Evaluation and Treatment Facility and the SUD / Acute Detox Center will be developed as a Stabilization Campus in the south Mount Vernon area or west of Sedro-Woolley on CR 20. The campus will be in the range of four to seven acres and will be planned to add a sixteen bed Triage / Sub Acute Facility in the future.

Initial programs and construction costs have been developed during the planning process and have been included as an exhibit to this request. The facilities are not intended to be LEED certified but incorporating sustainable design concepts is desired. Potential sites for the facilities have been identified and North Sound BHO is working with the local communities for input. Once the initial site selection is complete, initial contingent offers will be issued based on acceptable due diligence findings during the month of October.

The goal is to begin design in October of 2017 with a design development / cost package being complete in January of 2018 to submit for funding. The design is expected to be completed in April of 2018 while the project funding is going through the approval process. If the funding request is successful, construction should begin in May of 2018.

**Project Owner**

Joe Valentine, Executive Director  
[joe\\_valentine@northsoundbho.org](mailto:joe_valentine@northsoundbho.org)  
North Sound BHO  
301 Valley Mall Way  
Mount Vernon, WA 98273

**Program Manager**

Andrew Hauss, Project Manager  
[ahauss@ccorpusa.com](mailto:ahauss@ccorpusa.com)  
Cumming Corporation  
383 Inverness Parkway, Suite 240  
Englewood, CO 80112

## 2.0 SCOPE OF SERVICES

### **DESIGN DISCIPLINES**

Provide complete schematic design, design development, contract documents, bid administration support, and construction administration services as outlined in the amended AIA B101 Standard Owner-Architect agreement (2007 version). Basic services shall include the following disciplines needed to complete the design and administration of the project:

1. Architectural Design
2. Civil Engineering
3. Landscape Design
4. Structural Engineering
5. Mechanical Engineering
6. Electrical Engineering
7. Plumbing Engineering
8. Fire Protection
9. Interior Design
10. Code Consultant
11. Food Service Design
12. Lighting Design
13. Technology Design
14. Security Design

### **SCOPE OF SERVICES**

The following information identifies the services expected in each phase. A list of detailed deliverables for schematic and design development phases are included in the attached exhibits.

### **SPACE PLANNING**

Initial space planning for the facilities has been completed and provided as part of this request. Space plans are to be verified during the schematic design process.

### **SCHEMATIC DESIGN PHASE**

During this phase, the design consultant(s) in collaboration with NSBHO will develop design concepts and standards for all components of the project. The scope will include:

1. Consult with representatives of NSBHO to ascertain the applicable requirements of the project to understand the strategic goals, review space programs, design intent, budget restraints and objectives with respect to their impact on the design.
2. Conduct meetings with facility users and other consultants to define issues, requirements and potential solutions.
3. Provide meeting minutes to document discussions, decisions, and issues to be addressed with other stake holders or administration.

## 2.0 SCOPE OF SERVICES

4. Identify Requirements of Authorities Having Jurisdiction
  - a. Meet with all authorities having jurisdiction over project.
  - b. Identify codes and regulations which may influence building concepts.
  - c. Provide conceptual drawings/project information as required to communicate design to authorities having jurisdiction for initial approvals.
5. Develop a general understanding of project special equipment requirements, including data, telecommunications and reproduction equipment, and their corresponding space required to accommodate such equipment.
6. Endeavor to understand the engineering characteristics of the property, and coordinate with the consulting engineers in their evaluation of the capacity and nature of the: heating, ventilation, and air conditioning systems; electrical distribution systems, including emergency power generation; fire alarm and suppression systems; security systems; structural systems and floor load capacity (if applicable); capacity and location of vertical transportation systems; plumbing systems; and telecommunication systems.
7. Coordinate with NSBHO staff to fully understand the operational requirements of the facility in order to design the new environments in accordance with requirements and laws/regulations.
8. Based on the program, prepare schematic floor plans for the potential buildings. These plans are for the purpose of confirming the suitability of each space to fulfill NSBHO programmatic requirements.
9. During the development of plans, coordinate your work with that of other project consultants, as it may affect the layout of the space.
10. Provide Schematic Design Documentation as identified in the appendix, including the following:
  - a. Design Narratives – Each and all disciplines
  - b. Documentation of design concepts that establish proposed layouts, appearance, major systems / equipment / materials and quality. (Important to explain concepts for unique features or materials that may have impact on cost)
  - c. Building and system schematic designs must depict the base requirements for all building elements and support systems for the project
  - d. Documentation that defines site configuration / features and major utility work.
  - e. Documentation to show approach to addressing major Life Safety / code issues
  - f. Scope information for all add alternates over and above base requirements
  - g. Overall sequences of operation for major systems
11. Coordinate and review cost estimates to ensure major components are addressed.
  - a. Schematic design documents will be used for refined estimating and budgeting purposes by discipline and building component / system. The design

## 2.0 SCOPE OF SERVICES

documents must be sufficiently complete to permit a third party takeoff and estimate of probable construction costs.

- b. Schematic design deliverables must include information on all systems to be included in the project design.
- c. Additional design may be deferred if the project is not within budget. The design team must assist in reviewing the scopes of work and budget estimates for conformance with industry standards, and for additional cost that may not be warranted.

### DESIGN DEVELOPMENT PHASE

1. Upon approval of the schematic design, meet with NSBHO to discuss and understand the design objectives of the project with respect to the character, quality, ambiance, image, and appearance of the space and visit other installations, if appropriate, to understand aspects of the design character desired.
2. Conduct Owner / Facility User Group Meetings
  - a. Facilitate and conduct detailed room-by-room review with departmental user groups and other consultants.
  - b. Finalize functional requirements, layouts, alternatives and solutions.
  - c. Incorporate user decisions into documentation.
  - d. Provide meeting minutes to document discussions, decisions and issues that need to be addressed with other stake holders or administration.
3. Develop recommendations for the three-dimensional design and character of the space, including special fabrications, for NSBHO review and approval.
4. Develop plans and other drawings to document all design aspects of the project.
5. Document Requirements of Authorities Having Jurisdiction
  - a. Detailed review of codes and regulations and provide relevant information related to design.
  - b. Detailed review of plans with Authorities having Jurisdiction to verify understanding of requirements.
  - c. Drawings showing code related information and how the design addresses codes and regulations.
6. Provide Design Development Documentation as identified in the appendix, including the following:
  - a. Refined Design Narratives
  - b. Documentation of design defining details for layouts, appearance, systems / equipment / materials and quality. (Must list any issues that are not documented that may have a significant impact on cost)
  - c. Incorporate all revisions required from schematic design document owner, program manager and peer reviews

## 2.0 SCOPE OF SERVICES

- d. Building and system design development drawings for the base requirements of all building elements and building systems, with scopes of work / drawings / specifications sufficient for third party cost estimates
  - e. Documentation that has well defined and detailed site configuration / features and utility work. requirements.
  - f. Documentation defining features that affect Life Safety / code issues and building data in relation to code requirements.
  - g. Actual sizing of all major equipment to be included. MEP equipment schedules to be completed.
  - h. Final sizing of all 'shell and core' equipment and distribution.
  - i. Scopes of work and documents to describe 'add alternates', in sufficient detail for third party estimates
  - j. Refined sequences of operation for major systems
  - k. Early bid packages as required.
7. Prepare design review presentation in the form of drawings, plans, elevations, sections, renderings, photographs, and samples of actual materials, colors, and finishes for NSBHO review, input and approval.
  8. Coordinate and review cost estimates to ensure major components are addressed.
    - a. The design team must assist in reviewing the scopes of work and budget estimates for conformance with industry standards, and for additional cost that may not be warranted.
    - b. Verification and acknowledgement that allowances are appropriate to cover design intent.
    - c. Additional design may be deferred if the project is not in budget.
  9. Prepare funding documents based on NSBHO requirements.
  10. Attend all project meetings as required.

### **CONTRACT DOCUMENTS PHASE**

1. Upon approval of the design development documentation, prepare, for NSBHO approval, a complete set of Contract Documents (working drawings and specifications) suitable for bidding and general construction, which fully describe the construction program. These will include a demolition plans (if required), site plans, construction plans, reflected ceiling plans, electrical power plans and telecommunication plans, mechanical plans, finish plans, and all necessary details and specifications required to describe the construction work.
2. Coordinate the work and monitor the schedules of all other consultants involved in the project. This includes IT/Telecom, Security, MEP, and furniture.
3. Conduct Owner / Facility User Group Meetings
  - a. Final review meetings with users confirming expectations.

## 2.0 SCOPE OF SERVICES

- b. Provide meeting minutes to document discussions, decisions and issues to be addressed with other stake holders or administration.
4. Document Requirements of Authorities Having Jurisdiction (AHJ)
  - a. Provide a formal and complete (including MEP) code review comparing building data to code requirements.
  - b. Identify submission / review requirements and coordinate submissions.
  - c. Provide sealed plans to AHJ as required.
  - d. Provide responses and resolve issues from AHJ comments.
5. Provide Construction Document Review and Coordination
  - a. Final Design Narratives
  - b. Complete, coordinated set of drawings and specifications of building and systems for base requirements and add alternates.
  - c. Incorporate all revisions required from design development document owner, program manager and peer reviews
  - d. Add alternates must have scopes of work / drawings / specifications sufficient for contractor bidding purposes.
  - e. Final sequences of operation for major systems
  - f. Full and complete coordination of construction documents with design consultants to eliminate conflicts, gaps in scope, and / or potential change orders. Final coordination to be done prior to issuance of drawings and specifications for permitting, and / or for contractor final pricing
  - g. Quality control review to assure documentation is complete and compliant with codes, standards and other requirements. Resolve and document all revisions required from owner, program manager and peer review comments.
6. Advise NSBHO of any adjustments to the project cost due to changes in requirements or general market conditions.
7. File and/or assist in filing of documents for the approval of all governmental authorities having jurisdiction over the project.
8. Attend all project meetings as required

### **BIDDING AND NEGOTIATION PHASE**

1. Distribute documentation as required for pricing
2. Respond to all queries with addenda if needed
3. Attend all Pre-bid Meetings
4. Review proposals and assist with evaluation
5. Determine additional alternates if required to bring project within budget.
6. Assist with contract awards



## 2.0 SCOPE OF SERVICES

### **CONSTRUCTION ADMINISTRATION PHASE**

1. Monitor the progress of the work and keep informed of the status of the project. Represent NSBHO in forwarding all instructions, submittals, and RFI responses to the contractors, consultants, vendors, and suppliers in a timely manner.
2. Respond to CM, GC, sub-contractor and /or vendor Requests for Information (RFI's) to expedite construction:
  - a. Remain available for questions
  - b. Research inquiries
  - c. Provide written clarification in response to Requests for Information
  - d. Provide drawing information in electronic format for automatic inclusion for as-built documents
  - e. Provide follow-up as required
3. Provide regular site visits as required and advise NSBHO as to the progress and quality of the work and document with written construction observation reports. Inform NSBHO of defects and deficiencies in the work and recommend rejection of work that does not conform to the contract documents.
4. Review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data, and samples.
5. Determine amounts owing to contractor and suppliers and evaluate the contractor's Applications and Certificates for Payment (AIA Form G.702).
6. Coordinate the preparation of change orders for NSBHO approval and execution.
7. Attend weekly project review meetings.
8. Contribute to monthly project reports to NSBHO in the desired format.
9. Provide Close-out Documentation
  - a. Provide final as built drawings (including consultants) in required format.
  - b. Develop punch list and verify completion
  - c. Provide substantial completion certificate

3.0 PRELIMINARY SCHEDULE

**PROJECT SCHEDULE SUMMARY**

A preliminary project budget and schedule have been developed and reviewed internally by the client. A brief summary of current project schedule is as follows.

- |                                                      |                         |
|------------------------------------------------------|-------------------------|
| 1. <b>Architectural Services Qualifications Due:</b> | September 26, 2007      |
| 2. <b>Architectural Interviews:</b>                  | October 4, 2017         |
| 3. <b>Commencement of Architectural Services:</b>    | Mid-October 2017        |
| 4. <b>Design Development / Cost Package:</b>         | January 2018            |
| 5. <b>Construction Documents / Funding:</b>          | April 2018              |
| 6. <b>Bidding / Begin Construction:</b>              | May 2018                |
| 7. <b>Construction:</b>                              | June 2018 – August 2019 |
| 8. <b>Operational Day 1:</b>                         | September 2019          |

**PROJECT SCHEDULE OUTLINE**

- |                                            |                    |
|--------------------------------------------|--------------------|
| 1. <b>Program Confirmation</b>             | circa 1 to 2 weeks |
| 2. <b>Schematic Design</b>                 | circa 6 weeks      |
| 3. <b>Design Development</b>               | circa 10 weeks     |
| 4. <b>Construction Documents</b>           | circa 12 weeks     |
| 5. <b>Permit &amp; Bid Period</b>          | circa 4 weeks      |
| 6. <b>Construction Admin (post GC bid)</b> | circa 15 months    |

#### 4.0 EVALUATION CRITERIA

##### **GENERAL INFORMATION**

All qualifications received will be reviewed in detail and evaluated based upon the information provided and the criteria indicated below.

1. The participating firms will be invited to make a formal presentation and associated interview at the NSBHO office in Mount Vernon, WA.
2. The NSBHO Construction Committee Team will make the final selection.
3. The NSBHO Board of Directors reserves the right to look at additional architectural and engineering design teams at any time during this selection process if they so desire.
4. NSBHO reserves the right to reject any or all qualifications and to waive any informality in submissions received whenever such rejection or waiver is in the interest of NSBHO. All materials submitted shall become the property of NSBHO. It is understood and agreed by the submitting firms that submittals, interviews, etc., are voluntary and NSBHO and/or its employees, agents, etc., are not responsible for any compensation and/or other commitments associated with submittals or interviews.
5. North Sound BHO encourages participation by minority and women-owned firms and veteran-owned firms and asks firms to provide any documentation of participation as part of submissions.

##### **SELECTION CRITERIA**

The major categories that compose the evaluation criteria in selecting a design team are as follows:

1. Current and past experience and performance in providing design services for similar projects. (Weighting: 20%)
2. Approach to operational and functional design and achievement of improved efficiencies, reduced operating costs, etc. (Weighting: 20%)
3. Evaluation of key personnel and anticipated rapport with NSBHO staff. (Weighting: 15%)
4. Assessment of responsiveness of the project team (from both investigation of past projects, and committee member impressions of the interviews) and availability to NSBHO including commitments on other projects. (Weighting: 10%)
5. Depth of the firm, including capabilities and availability of resources. (Weighting: 15%)
6. Creativity of firm in utilizing experience, tools and technology in achieving positive results through planning and design solutions. (Weighting: 20%)

**5.0 SUBMISSION REQUIREMENT****COVER LETTER****TABLE OF CONTENTS****EXECUTIVE SUMMARY**

Please provide a brief summary which describes and highlights your firm's experience, qualifications and particular expertise for this project.

**COMPANY INFORMATION**

- Firm's background, ownership and proposed contact office.
- Indicate if the firm is currently licensed in the State.
- A description of any litigation involving the firm in the last five years
- Has the firm, under its current name or any predecessor names, ever declared bankruptcy?
- Has the firm ever been dismissed from work on a project? Describe the circumstances.
- Provide Proof of Insurance:
- General Liability of at least \$2,000,000
- Worker's Compensation of at least \$1,000,000
- Professional Liability of at least \$1,000,000

**PROJECT EXPERIENCE**

Please provide detailed descriptions and profiles of projects of similar size and complexity involving similar program elements. Emphasis should be placed on those projects involving the personnel to be assigned to this project and projects which include the experience working with local authorities having jurisdiction and utilities.

**PROJECT PLANNING & MANAGEMENT TEAM**

Please provide a narrative which describes your approach toward management of the Project – recognizing the time constraints set forth in the Project Schedule. The following information shall be provided to highlight the experience and qualifications of your personnel to be assigned to the Project:

- Project Team Organization Chart indicating staff. Include delegation of responsibility and key interaction personnel.
- Resumes of Personnel Assigned to the Project including individual references.
- List of current assignments for personnel assigned to the Project
- How your firm would address turnover of personnel assigned to the Project
- At least five (5) Client References for similar projects
- A list of any sub-consultants proposed as part of your team for this project and their specific role on your team. Additional client references must be provided for each sub-

## 5.0 SUBMISSION REQUIREMENT

consultant(s) listed. Owner has full discretion to review, evaluate and accept or reject any proposed sub-consultant(s) listed.

*Note – If sub-consultant(s) are required as part of your team to fulfill your ability to provide the services outlined in this RFQ, a written commitment from your firm should be provided regarding your responsibility for the work of the sub-consultant(s) on your team. Owner will not retain responsibility for your sub-consultants' work effort or deliverables.*

### **DECISION CRITERIA**

Please provide a description of your firm's experience and approach toward the following issues. Particular emphasis will be given to the following issues in the evaluation and selection:

- Planning techniques used to develop the design, adherence to schedule and ability to work within budget.
- Health care programming / planning strength and the ability to enhance operational efficiencies through design.
- Design quality and the ability to understand and translate the client's design goals.
- Approach to compliance with State, Federal and the Regulating Health Care Agencies to assure compliance with standards, codes and regulations.
- Management strength, staff experience, and manpower available to complete the Project according to the project schedule.
- Quality control process
- Ability to manage information flow and coordinate multiple design consultants.
- Demonstrated ability to manage a budget process and provide significant and timely input during each phase of design to keep the budget and design on schedule.
- Experience and understanding of patient centered care.

### **QUALIFICATIONS SUBMISSION**

The Qualifications for Architectural / Engineering Services shall provide the information necessary for an evaluation of each firm by the Selection Committee and Cumming Corporation.

Please forward three (3) original copies and one (1) electronic copy by email or on memory stick of your qualifications for to Cumming by 4:00 pm, September 26, 2017. Qualifications shall be provided in a letter size (8 ½" x 11") bound document, preferably following the outlined sequence above.

#### **Qualifications are to be submitted to:**

Name: Andrew Hauss  
Title: Program Manager  
Cumming Corporation  
383 Inverness Parkway, Suite240  
Englewood, CO 80112  
Phone Number: (720) 593-7301

#### **Questions regarding this Request for Qualifications must be directed to:**

Contact: Andrew Hauss  
Email: ahauss@ccorpusa.com  
Phone Number (720) 593-7301

5.0 SUBMISSION REQUIREMENT

Email address: ahauss@ccorpusa.com

There shall be **no direct communication** with facility senior management, staff or Selection Committee members during any phase of the selection process. Any communication could result in firm disqualification.

Owner, at its discretion may:

- Use additional selection criteria not identified in this document.
- Retain all documents submitted in response to this RFQ; however, it will not make public any confidential information provided such information is clearly identified.

6.0 APPENDIX

Form of Contract, AIA B101-2007

Schematic & Design Development Deliverables

Space Programs

Preliminary Construction Budgets



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

The Owner and Architect agree as follows.

Init.

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### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

**§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:
- .2 Substantial Completion date:

**§ 1.3** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

**§ 3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Bidding or Negotiation Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.



**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
<b>§ 4.1.1</b> Programming (B202™–2009)		
<b>§ 4.1.2</b> Multiple preliminary designs		
<b>§ 4.1.3</b> Measured drawings		
<b>§ 4.1.4</b> Existing facilities surveys		
<b>§ 4.1.5</b> Site Evaluation and Planning (B203™–2007)		

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed Record Drawings		
§ 4.1.15 As-constructed Record Drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		
§ 4.1.28 Other:		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

Init.



§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.



**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus \_\_\_\_\_ percent  
( \_\_\_\_\_ %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	percent (	%)
Design Development Phase:	percent (	%)
Construction Documents Phase:	percent (	%)
Bidding or Negotiation Phase:	percent (	%)
Construction Phase:	percent (	%)
<hr/>		
Total Basic Compensation:	One hundred percent (100%)	

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Employee or Category**

**Rate**

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the expenses incurred.



### § 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

### § 11.10 Payments to the Architect

#### § 11.10.1 An initial payment of

(\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

### ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Sample

Init.



**AIA**<sup>®</sup>

# Document B101<sup>™</sup> – 2007 Exhibit A

## **Initial Information**

**for the following PROJECT:**

*(Name and location or address)*

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This Agreement is based on the following information.

*(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable,” “unknown at time of execution” or “to be determined later by mutual agreement.”)*

### **ARTICLE A.1 PROJECT INFORMATION**

**§ A.1.1** The Owner’s program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

**§ A.1.2** The Project’s physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

**§ A.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total, and if known, a line item break down.)*

**§ A.1.4** The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

**§ A.1.5** The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

**§ A.1.6** Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

## **ARTICLE A.2 PROJECT TEAM**

**§ A.2.1** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

**§ A.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address and other information.)*

**§ A.2.3** The Owner will retain the following consultants and contractors:  
*(List discipline and, if known, identify them by name and address.)*

**§ A.2.4** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

**§ A.2.5** The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
*(List discipline and, if known, identify them by name, legal status, address and other information.)*

**§ A.2.5.1** Consultants retained under Basic Services:

.1 Structural Engineer

.2 Mechanical Engineer

.3 Electrical Engineer

**§ A.2.5.2** Consultants retained under Additional Services:

**§ A.2.6** Other Initial Information on which the Agreement is based:  
*(Provide other Initial Information.)*

**DELIVERABLES BY PHASE EXHIBIT**

**MINIMUM REQUIREMENTS FOR SCHEMATIC DESIGN & DESIGN DEVELOPMENT PHASES**

**Schematic Design**

The following addresses the minimum submittal requirements. The initial project budgets will be established from these documents, and may result in the up or down sizing of the project. As such, it is important that all elements of project cost are identified during the design phases, with particular emphasis on the MEP and IT systems that typically lag architectural schematic designs by one full phase of deliverables.

**Design Development**

The information and documents provided in the schematic design submission will be continued and will be a significant part of the deliverables for this phase, with additional details, sizing, and refinement of approach.

The design development documents will continue to evolve, with more detail, with the intent of thoroughly depicting the design elements of the project, sizing of equipment and systems, sizing of structural members, and resolution of all conceptual issues prior to starting the construction documents.

All approved or disapproved items from the Schematic Design Phase are to be incorporated into the Design Development Documents.

Completed design development documents will be used to establish the project GMP, and must therefore reflect all cost items.

SD DD

		<b>SITE WORK (Civil Engineering Consultant)</b>
X	X	Site Plans, including the following (Owner sign-off required):
X	X	Owner’s site survey showing topography
X		Land Use Plan
X		Site analysis for future development
X		Access routes including fire access
	X	Access roads, drives, drop-off layout & details
X	X	Drives, vehicle circulation patterns, parking layouts, walks (refined with details in DD phase)
	X	Type, location and number of parking spaces (include important details)
	X	Building(s) layout & details
	X	Architectural features/alternatives
X	X	Retaining wall layouts not attached to building (refined with details in DD phase)
X	X	Number and size of parking stalls – Pedestrian circulation
X	X	Site limits/constraints/hazards/setbacks / easements
	X	Helipad design including addressing FAA requirements
X	X	Site drainage plan
X	X	Optimum building orientation with zones for building expansions / additions
X	X	Area map of adjacent zoning
X	X	Zoning
	X	Site and exterior building lighting and types of fixtures
X	X	General topographical contours / Flood Plain Indications - Wetlands
	X	Existing and finished contours and spot elevations
X	X	Site Utility Plan showing primary utility lines and points of connection
	X	Utility lines and tank location, size and depth
X	X	Demolition/site preparation requirements – Cut and Fill Proposal
	X	Site Utilities
	X	Size, type and location of each utility line
	X	Size and location of manholes and/or vaults
	X	Site drainage systems – Flood Plain Mitigation, Retention/Detention
	X	Extent of curb and gutter

	X	Paving materials/sections
	X	Grading Plan
X	X	Soil Boring / Geo-technical Report (by owner - obtain copy)
X	X	Provide references to important information addressing underground water, expansive soils and other issues.
X	X	Other site related reports (by owner - obtain copy)
X	X	Provide references to important information addressing wetlands and other environmental issues
		<b>SITE WORK (Landscape Design Consultant)</b>
X	X	Landscape Plans, including the following:
X	X	Site Landscaping, allowances and irrigation requirements
	X	New and existing topography
	X	Elevations of landscape features
	X	Plant list with colors indicated for each
	X	Seeding, sod and planting zones
	X	Irrigation requirements / zones
	X	Allowances/provisions/alternatives
	X	Architectural features/alternatives
	X	Site signage
		<b>ARCHITECTURAL (Architectural Consultant)</b>
X	X	Architectural items consisting of the following:
X	X	Project design narratives / design criteria
X	X	Indicate level of quality
X	X	Architectural design intent
X	X	Description of base level finishes (exterior and interior) and desired finishes - alternatives
X	X	Outline Specifications
X	X	Index Sheet (include project data & symbols in DD phase)
X	X	Small scale vicinity/location map
X	X	Life Safety Plan / Code Identification and analysis
		<i>For submission to fire and building department preliminary approval. Include drawings and system narratives, with system interactions identified. Drawings to show compliance with code requirements, exiting, smoke zones, rated walls and separation.</i>
X	X	Building Code Data: Occupancy type, building type, applicable year of code
	X	Building Code Data: Include required separations, exiting requirements, areas, etc...
	X	Phasing Plan (Owner sign-off required):
	X	How existing facility will function with a minimum of interruption
	X	Sequence of demolition and new work
	X	Demolition Plans (if applicable)
	X	Architectural
	X	Structural
	X	Mechanical
	X	Electrical
	X	Other drawings and notes necessary to show all components to be removed, discarded, and/or stored, coordinated with Phasing Plan
X	X	Floor Plans – 1/16" scale or larger (Owner sign-off required):
X	X	Scale of drawings to allow building plan to be shown on only one, or at the most, two sheets per floor.
	X	Overall and enlarged floor plans
X	X	Drawing "key" location map of floor plans

	X	Building and typical room dimensions
	X	Area separation walls and fire walls
	X	Room names and numbers
X		Locations of major departments and services clearly titled
X	X	Core configuration, common and major circulation
X	X	Public and staff circulation
X	X	Elevators and stairwells
	X	Detail of vertical transportation systems
X	X	Location of major equipment and equipment rooms
	X	Pneumatic tube system
X	X	Mechanical and electrical shafts / risers - sizes and locations
	X	Mechanical, electrical and telecommunication equipment rooms
	X	Cat walks and interstitial space layouts
X	X	Future expansion areas
X	X	Life Safety Plan indicating proposed smoke zones, smoke and fire partitions, major construction separations, paths of egress and exits.
	X	Composite plan of each room indicating casework, medical / office equipment, furniture and plumbing fixtures
X	X	Door and window locations
	X	Door & window locations and types including hardware or special requirements
X	X	Typical wall types
	X	Wall types (indicating mullion locations and partition intersections) and locations
X	X	Material handling scheme
X	X	Storage / utility areas / rooms requiring special construction
X	X	Millwork / casework locations
	X	Coordinated reflected ceiling plans and notations
X	X	Roof Plan
X	X	Penthouses
X	X	Major equipment locations
X	X	Parapets and screen walls
X	X	Skylights
X	X	Roofing types, slopes
	X	Drainage scheme
	X	Typical flashing details
X	X	Exterior Elevations (Owner sign-off required)
X	X	Floor to floor heights
X	X	Penthouses, architectural screens, parapets, enclosures
	X	Elevations, fenestration, materials (types & colors), penthouses, architectural screens, roof enclosures, skylights and stacks
	X	Mechanical openings
X	X	Exterior walls - type, material, colors – energy analysis
X	X	Windows and doors
X	X	Indicate change of grade at face of building (reference to known benchmark elevation)
	X	Typical details and explanatory notations
X	X	Building and wall sections
X	X	Indication of structural backup for exterior wall system
X	X	Typical exterior wall sections, include major or predominant section.
X	X	Special wall sections / considerations / energy compliance requirements
	X	Floor-to-floor heights
	X	Interior and exterior wall sections / details
	X	Typical partition walls / fire ratings / UL designs / fireproofing
	X	Thermal and moisture protection / flashing details



	X	Window and exterior door details
	X	Stair sections
	X	New and existing grades at face of building
X	X	Isometric or perspective drawings of total building complex, or three-dimensional model:
X	X	Show principle design elements
X	X	Exterior treatment of the building volumes
X	X	Program areas:
X	X	Computation of building gross area per floor
X	X	Computation of department gross area per floor
X	X	Computation of building efficiency ratio
X	X	Comparison of programmed area to designed net square footage
X	X	Supplemental drawings @ 1/8" = 1'-0" or larger:
X	X	Illustration of unique building features
X	X	As needed for clarification of design intent
X	X	Preliminary room finish schedule (typical finishes) – Room Data Sheets
X	X	Medical Equipment:
X	X	Preliminary equipment list based on equipment group standards
	X	Equipment types and locations (with make and models if applicable)
	X	Equipment weights (dead load and operating)
	X	Power Requirements
	X	HVAC requirements
X	X	Preliminary equipment layout sketches as needed to define space
	X	Interiors (Owner sign-off required)
	X	Preliminary room finish schedule including ceiling heights
	X	Interior design of special rooms or spaces with unique, or special finishes at 1/4" scale
	X	Definition of base finishes
	X	Reflected ceiling plan with soffit, header, fixtures, curtain track, dropped ceiling locations and heights.
	X	Door and window types
	X	Typical and special hardware / identify all automatic / security doors
	X	Millwork / casework
	X	Equipment / special construction
	X	Security camera and special hardware locations
	X	Preliminary furniture plan
	X	Interior elevations of typical rooms with casework, equipment, plumbing / electrical fixtures, med gas / electrical outlets (special and emergency), telephone / voice data, nurse call requirements
	X	Presentation boards with material samples and colors.
	X	Graphics and Signage system (Owner sign-off required)
	X	Graphics and signage plans
	X	Graphics and signage list
	X	Detailed artwork and design for graphic items
	X	Presentation boards with materials and colors
	X	Specifications (80% submission)
	X	General Conditions
	X	Administrative Requirements
	X	Technical Specifications
	X	Establish level of quality
	X	Acceptable Products, Installation and Execution
	X	Supporting description to DD drawings – Cut Sheets and Manufacturers Models

		<b>STRUCTURAL (Structural Engineering Consultant)</b>
X	X	Project design narratives / criteria (updated for DD phase)
X	X	Footings / Caissons
X	X	Framing
X	X	Floor Slabs / Under slab vapor barriers
X	X	Fireproofing
X	X	Seismic
X	X	Wind Loads
X	X	Hydrological
	X	Calculations
X	X	Sub-grade / Foundation Work / Excavation / Backfill
X	X	Requirements for engineered fill/soil correction - Hydrological
	X	Structural fill /backfill requirements
X	X	Pier/caisson recommendations, if required
	X	Piers and caissons
	X	Piling, sheeting, shoring, underpinning
	X	Excavation limits/over excavations
	X	Typical details and reinforcing
X	X	Footings and Foundations
X	X	Scale drawings to match architectural
X	X	Typical footing sizes/pile caps
X	X	Typical foundation / grade beams / retaining wall sizes
	X	Tunnels & pits
	X	Slabs and stairs on grade / Under slab vapor barriers
	X	Site pads including: helipad, oxygen tank pad, etc...
	X	Docks, ramps, stoops and shafts
X	X	Typical reinforcing steel factors (i.e. lbs./CY)
X	X	Caissons – size, depth, locations
X	X	Moisture protection (coordinate with architectural)
X	X	Insulation (coordinate with architectural)
X	X	Foundation drainage (coordinate with architectural)
	X	Water stops and moisture protection
X	X	Floor Plans and Framing
X	X	Scale drawings to match architectural
X	X	Column locations / bay depths / dimensions
	X	Dimension column lines
X	X	Wind / shear walls or cross bracing locations
X	X	Steel framed structure for analysis
X	X	Beam / column layout for typical bay and steel weight factors for typical interior, exterior and special bays
	X	Columns, beam, girder, joist, purlin layout and sizes
X	X	Shear criteria (brace frame, moment connections, shear walls) / Seismic requirements
	X	Wind and shear walls
X	X	Plank spans and thickness
X	X	Metal decking types, sizes and gauge
X	X	Concrete slab on decking thickness, weight (i.e. normal or light weight), WWF size
X	X	Fireproofing requirements
X	X	Concrete framed structure – typical bay
X	X	Column size, spacing and reinforcing steel factor
X	X	Slab composition and reinforcing steel/P.T. factors

X	X	Drop transfer beam locations
X	X	Wind and shear walls or cross bracing
	X	Typical floor framing plans
	X	Canopy and penthouse framing
	X	Metal stair framing
	X	Sequence requirements
	X	Beam and column schedule
	X	Typical details, connections, reinforcing
	X	Equipment supports
X		Outline Specifications (for each system)
X	X	Structural Scheme Narratives (update for DD phase)
	X	Revised and updated Design Criteria
X	X	Identify snow, wind and special loads.
X	X	Type of Construction
X	X	Fireproofing
X	X	Seismic
X	X	Hydrological
	X	Discussions of Bid / Pricing Strategy (Packages)
	X	Specifications
	X	DD technical specifications must be 80% complete in conjunction with the equipment and systems to be constructed. This specification must also include a draft Division 1 that incorporates AE, owner, and CM requirements outlining project administrative procedures
		<b>MECHANICAL SYSTEMS (Mechanical Engineering Consultant)</b>
X	X	HVAC
X	X	Piped Systems
X	X	Heating Hot Water
X	X	Chilled Water
X	X	Process Cooling
X	X	Condenser Water
X	X	Steam
X	X	Condensate
X	X	Air Systems
X	X	Supply Air
X	X	Return Air
X	X	Exhaust Air
X	X	Plumbing
X	X	Domestic Cold Water
X	X	Domestic Hot Water
X	X	Sanitary Waste and Vent
X	X	Storm Drainage
X	X	Medical Air and Gases
X	X	Medical Air
X	X	Oxygen
X	X	Nitrogen
X	X	Medical Vacuum
X	X	Fuel Oil
X	X	Storage
X	X	Boiler Fuel

X	X	Emergency Generator Fuel
	X	Branch and Zone Duct Layouts and Sizing
	X	Pipe Layouts and Sizing
	X	HVAC
	X	Plumbing
	X	Medical Gases
	X	Equipment
	X	Tank / Cylinder Storage
	X	Piping – Mains and Branches
	X	Zone Valve Boxes
	X	Device types and locations
	X	Monitoring and alarm
	X	Temperature Control Zones
	X	Major Equipment
	X	Selections
	X	Configurations
	X	Weights
	X	Enlarged plans/ layouts of mechanical equipment rooms
X	X	Provide Design Narratives / Criteria (for each system - update for DD phase)
X	X	Provide Single Line Diagrams (for each system) that include:
X	X	Location, type and preliminary sizing of all primary equipment
X	X	Location and sizing of all major distribution runs – risers and branches
X	X	Typical final device types and approximate number based on square footage and type of space served.
		<i>One line diagrams will be the basis for the approach to all shell and core construction and /or all early estimate packages. One line diagrams must clearly identify all major equipment and major distribution, exclusive of tenant finish equipment and devices that will be developed in later design submittals. At the design development stages of design, preliminary tenant finish equipment and devices must be identified, to be fully developed in the construction documents.</i>
X	X	Preliminary Mechanical Equipment Schedules
X	X	Air handling units
X	X	Exhaust Fans
X	X	Chillers
X	X	Boilers
X	X	Heat Exchangers
X	X	Pumps
X	X	Air Compressors
X	X	Vacuum pumps
X	X	Locations and sizes of (to be shown on architectural floor plans):
X	X	Mechanical rooms
X	X	Shafts
X	X	Utility corridors
X		Outline Specifications (for each system)
X	X	System narrative for all systems noted above
X	X	Discussions of Bid / Pricing Strategy (Packages)
X	X	Revised and updated Design Criteria
	X	Specifications

	X	DD technical specifications must be 80% complete in conjunction with the equipment and systems to be constructed. This specification must also include a draft Division 1 that incorporates AE, owner, and CM requirements outlining project administrative procedures
	X	Calculations
	X	Heating and cooling loads
	X	Equipment sizing
		<b>BUILDING AUTOMATION (Mechanical Engineering Consultant)</b>
X	X	System Architecture – BAS System and other system interfaces
X	X	Control Inputs and Outputs (preliminary points list)
X	X	Monitoring Inputs (preliminary points list)
X	X	Preliminary sequences of operation sufficient to determine the intended operation of each system.
		<b>ELECTRICAL SYSTEMS (Electrical Engineering Consultant)</b>
		Electrical Systems include normal power, emergency power, grounding, lighting, and lightning protection.
X	X	Power (provide location, type and size)
X	X	Medium voltage feeders
X	X	Medium voltage switch gear
X	X	Transformers / substations
X	X	Distribution Switchgear
X	X	Distribution panels
X	X	Generators
X	X	Automatic transfer switches
X	X	Grounding
X	X	Lighting - Interior and Exterior
X		Preliminary lighting selections
	X	Selections / quantities of light fixtures and lamps
X	X	Approximate quantity of fixtures required
	X	General layouts
	X	Cut sheets on final lighting selections
	X	Fixtures on emergency circuits
	X	Lighting levels compared with IES Standards
X	X	Lighting Fixtures
X	X	Interior common areas
X	X	Interior patient rooms
X	X	Exterior – site / parking
X	X	Exterior architectural / signage
	X	Receptacles
	X	Room layouts
	X	Preliminary Dedicated Circuit Layouts
X	X	Lightning Protection
X	X	Design Narratives / Design Criteria (for each system)
X	X	One Line Diagrams (for each system)
X	X	Location, type and preliminary sizing of all primary equipment
X	X	Major equipment and feeder sizing
X	X	Major horizontal runs and risers

X	X	Panel sizing, quantities and locations
		<i>One line diagrams will be the basis for the approach to all shell and core construction and /or all early estimate packages. One line diagrams must clearly identify all major equipment and major distribution, exclusive of tenant finish equipment and devices that will be developed in later design submittals. Provide the preliminary layout of the tenant finish equipment and devices in the DD phase - to be fully developed in the construction documents.</i>
X		Outline Specifications
X	X	Systems narrative for all systems noted above
X	X	Base bid and system alternates
X	X	Updated Design Criteria
	X	Specifications
	X	DD technical specifications must be 80% complete in conjunction with the equipment and systems to be constructed. This specification must also include a draft Division 1 that incorporates AE, owner, and CM requirements outlining project administrative procedures
	X	Electrical calculations and equipment sizing
		<b>LIFE SAFETY SYSTEMS (Electrical Engineering Consultant)</b>
		Includes fire alarm, fire protection, and smoke control
X	X	Fire Alarm
X	X	System architecture
X	X	Approximate number and type of devices required
X	X	Fire Protection - Wet, Dry, Pre-action and Gaseous Suppression
X	X	Risers and standpipes
X	X	Fire pump
X	X	Smoke Control
X	X	Smoke barriers (as defined by architectural consultant)
X	X	Compartmentalized or Engineered systems
X	X	Stairwell and elevator shaft pressurization
X	X	Design Narratives / Design Criteria (for each system - refined for DD phase)
X	X	One Line Diagrams (for each system)
X	X	Location, type and preliminary sizing of all primary equipment
X	X	Location and sizing of all major distribution runs – risers and branches
X	X	Typical final device types and approximate number based on square footage and type of space served.
		<i>One line diagrams will be the basis for the approach to all shell and core construction and /or all early estimate packages. One line diagrams must clearly identify all major equipment and major distribution, exclusive of tenant finish equipment and devices that will be developed in later design submittals.</i>
X	X	Floor Plans (for each system)
X	X	Major equipment locations
X	X	Major distribution routing
X	X	Riser locations
X		Outline Specifications (for each system)
X	X	Systems narrative for all systems noted above
X	X	Base bid and system alternates
X	X	Updated Design Criteria

	X	Specifications
	X	DD technical specifications must be 80% complete in conjunction with the equipment and systems to be constructed. This specification must also include a draft Division 1 that incorporates AE, owner, and CM requirements outlining project administrative procedures
		<b>LOW VOLTAGE SYSTEMS (Technology Design Consultant)</b>
X	X	Low voltage systems include:
X	X	Nurse-call system
X	X	Television system
X	X	Security system
X	X	Telecommunications
X	X	Data and cabling systems
X	X	Preliminary Design Narratives / Design Criteria (for each system - refined in DD phase)
X	X	System Architecture
X	X	One line Diagrams
X	X	System and system interfaces
X	X	Devices –types and approximate number
X	X	Cabling and communication wiring requirements
X	X	Power requirements
X	X	Inputs and Outputs (for each system)
X	X	Sequences of Operation (for each system)
X		Outline Specifications (for each system)
X	X	Systems narrative for all systems noted above
X	X	Base bid and system alternates
X	X	Updated Design Criteria
	X	Specifications
	X	DD technical specifications must be 80% complete in conjunction with the equipment and systems to be constructed. This specification must also include a draft Division 1 that incorporates AE, owner, and CM requirements outlining project administrative procedures



**NORTH SOUND BHO**  
**Evaluation & Treatment Prototype**  
**Program**  
6/23/2017

Room	Number	Area	Total
Vestibule	1	80	80
Waiting	1	200	200
Public Toilet	1	65	65
Staff Toilet	1	65	65
Reception	1	130	130
Office	3	130	390
Office/Therapy (1:12 beds reqd)	4	160	640
Data Closet	1	85	85
Medical Records	1	210	210
Conference	1	300	300
Consult Room	1	200	200
Therapy/Visit/Conference	1	320	320
MP Room	1	160	160
Break Room	1	200	200
Staff Room	1	140	140
Nurse Station	1	200	200
Medication	1	100	100
Exam	1	140	140
Patient Adm.	1	120	120
Patient Effects	1	90	90
Storage	3	100	300
Kitchen	1	390	390
Food Storage	1	150	150
Housekeeping / Storage	1	90	90
Laundry	1	140	140
Mech/Sprinkler Room	1	80	80
Electrical Room	1	80	80
Clean Utility	1	120	120
Dirty Utility	1	130	130
Janitor Closet	1	80	80
Day Lobby	1	1,900	1,900
Single Bedroom	8	120	960
Double Bedroom	3	180	540
Accessible Dbl Bedroom	1	180	180
Seclusion Room	1	100	100
Seclusion Toilet	1	70	70
Patient Bathroom	3	65	195
Accessible Patient Bathroom	1	105	105
Circulation and Walls @ 35%			2,641
<b>Total</b>			<b>12,086</b>

**NORTH SOUND BHO**  
**Skagit Acute Detox Facility**  
**Program**  
6/23/2017

Room	Number	Area	Total
Vestibule	1	80	80
Waiting	1	200	200
Public Toilet	1	65	65
Interview Room	1	80	80
Staff Toilet	2	65	130
Reception	1	130	130
Office	5	130	650
Office/Therapy (1:12 beds reqd)	2	160	320
Data Closet	1	85	85
Medical Records	1	140	140
Conference	1	250	250
Activity Room	2	240	480
Break Room	1	200	200
Staff Office	1	225	225
Nurse Station	1	120	120
Medication	1	100	100
Patient Effects	1	90	90
Storage	2	100	200
Kitchen	1	300	300
Food Storage	1	150	150
Housekeeping / Storage	1	90	90
Laundry	1	140	140
Mech/Sprinkler Room	1	80	80
Electrical Room	1	80	80
Clean Linen	1	100	100
Dirty Utility	1	100	100
Janitor Closet	1	80	80
Common Day Room	1	1,800	1,800
Single Bedroom	15	120	1,800
Accessible Bedroom	1	140	140
Seclusion Vestibule	1	140	140
Seclusion Room	2	100	200
Seclusion Toilet	1	70	70
Patient Bathroom	3	65	195
Accessible Patient Bathroom	1	105	105
Intake Triage Suite			
Interview Room	2	100	200
Patient Bathroom	1	65	65
Exam Room	1	140	140
Office	1	120	120
Lobby/Circulation	1	450	450
Storage	1	100	100
Janitor	1	60	60
Circulation and Walls @ 35%			2,958
<b>Total</b>			<b>13,208</b>

**NORTH SOUND BHO**  
**Triage / Sub Acute Detox**  
**Program**  
6/23/2017

Room	Number	Area	Total
Vestibule	1	80	80
Waiting	1	120	120
Public Toilet	2	56	112
Staff Toilet	1	45	45
Reception	1	130	130
Office	1	130	130
Office	2	160	320
Data Closet	1	85	85
Medical Records	1	120	120
Conference	1	200	200
Consult Room	1	140	140
Therapy/Visit/Conference	1	140	140
MP Room	1	120	120
Break Room	1	160	160
Staff Room	1	120	120
Nurse Station	1	200	200
Medication	1	70	70
Exam	1	125	125
Patient Adm.	1	120	120
Patient Effects	1	90	90
Storage	2	100	200
Kitchen	1	290	290
Food Storage	1	150	150
Housekeeping / Storage	1	90	90
Laundry	1	110	110
Mech/Sprinkler Room	1	60	60
Clean Utility	1	120	120
Dirty Utility	1	140	140
Day Lobby	1	800	800
Single Bedroom	4	180	720
Double Bedroom	5	180	900
Double Accessible Bedroom	1	185	185
Patient Toilet	3	65	195
Accessible Patient Bathroom	1	105	105
Seclusion Vestibule	1	100	100
Seclusion Room	1	100	100
Seclusion Toilet	1	70	70
Circulation and Walls @ 35%	1	2,157	2,157
<b>Total</b>			<b>9,119</b>



Last Updated 4/10/2017

<b>Building(s)</b>	<b>Area (SF)</b>	<b>Shell (\$/SF)</b>	<b>Buildout (\$/SF)</b>	<b>Line Total</b>	<b>Sub Total</b>
<b>Construction</b>					
Building #1	9,119	\$ 275.00	\$ -	\$ 275.00	\$ 2,507,725
Building #2	0	\$ 275.00	\$ -	\$ 275.00	\$ -
Building #3	0	\$ 275.00	\$ -	\$ 275.00	\$ -
	0	\$ -	\$ -	\$ -	\$ -
Preliminary Total	0	\$ -	\$ -	\$ -	\$ -
<b>Sub Total</b>					
	<b>9,119</b>	<b>\$ 275.00</b>		<b>\$</b>	<b>\$ 2,507,725</b>
	<b>\$/SF bldg</b>	<b>\$</b>		<b>\$</b>	<b>\$ 2,507,725</b>

<b>Site Work</b>	<b>Quantity (varies)</b>	<b>Unit (varies)</b>	<b>Modifier (varies)</b>	<b>Cost/Unit</b>	<b>Sub Total</b>
Building Demolition (remediation NIC)	1	LS			\$ -
Site Clearing	2	Acres		\$ 15,000	\$ 30,000
Site Soil Balancing	10000	CY		\$ 18.00	\$ 180,000
Building Excavation	10000	CY		\$ 12.00	\$ 120,000
Site Hardscaping	2000	SF		\$ 15.00	\$ 30,000
Site Parking	12,000	SF		\$ 7.00	\$ 84,000
Site Landscaping	5000	SF		\$ 14.00	\$ 70,000
Exterior Signage	1	LS		\$ 10,000	\$ 10,000
<b>Sub Total</b>					
	<b>0</b>	<b>\$ 57.46</b>	<b>\$/Land SF</b>	<b>#DIV/0!</b>	<b>\$ 524,000</b>
	<b>\$/SF bldg</b>	<b>\$</b>			

<b>Off-Site Work &amp; Infrastructure</b>	<b>Quantity (varies)</b>	<b>Unit (varies)</b>	<b>Modifier (varies)</b>	<b>Cost/Unit</b>	<b>Sub Total</b>
Water Service					\$ 50,000
Sanitary Sewer					\$ 40,000
Storm Sewer					\$ 20,000
Gas					\$ 20,000
Power					\$ 25,000
Telephone/Data					\$ 8,000
Street Improvements					\$ 20,000
<b>Off Site Work Sub Total</b>					
		<b>\$ 20.07</b>	<b>\$/SF site</b>	<b>\$ 2.10</b>	<b>\$ 183,000</b>
	<b>\$/SF bldg</b>	<b>\$</b>			

<b>Total Construction</b>		<b>\$</b>		<b>\$ 3,214,725</b>
Design Contingency	3%	\$		96,441.75
Escalation	18 mo	4%	\$	128,589.00
GC Contingency	5%	\$		160,736.25
<b>Total Construction + Contingencies</b>		<b>\$</b>		<b>\$ 3,600,492</b>