

AGREEMENT FOR THE DESIGN SERVICES OF

Global Center for the Advanced Interprofessional Learning Building

UNMC Project Number: P-15050

BETWEEN

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

AND

THIS AGREEMENT made and entered into at Lincoln, Nebraska, this \_\_\_\_\_ of  
in the year Two Thousand and Fifteen

BY AND BETWEEN the Owner: THE BOARD OF REGENTS OF THE UNIVERSITY OF  
NEBRASKA, hereinafter called "OWNER", AND the Architect/Engineer:

hereinafter called "ARCHITECT/ENGINEER", FOR the following Project: Global Center for  
Advanced Interprofessional Learning, Pre-Design Services including Program Validation and  
Revision, Design Services including Schematic Design and Design Development and, at the  
OWNER'S option and upon receipt of OWNER'S written request, Construction Documents and  
Construction Administration services for the construction of the Global Center for Advanced  
Interprofessional Learning on the campus of the University of Nebraska Medical Center, located in  
Omaha, Nebraska at a Construction Cost of approximately \$56,000,000. As outlined in the  
Program Statement approved by the Board of Regents of the University of Nebraska on October 9,  
2015, the project will provide 134,000 square foot, multi-level structure to house and support the  
activities of the iEXCEL<sup>SM</sup>. Additionally, the project will include 56,000 square feet of structured  
parking (about 120 stalls) below the building for a total area of 190,000 square feet.

The planned construction site is currently developed as a surface parking lot located at the southeast corner of 42nd and Emile Streets on the UNMC Midtown Omaha, Nebraska campus. The site also is occupied by a metal building to be demolished formerly housing the UNMC General Supply Warehouse. Two skywalks will be constructed to enable easy access to the new building from clinical areas of the campus and to facilitate the shared use of event spaces and other learning resources in adjacent campus buildings, one to the Michael F. Sorrell Center for Health Science Education adjacent to the north, and one to the Lauritzen Outpatient Center adjacent to the east.

The OWNER and ARCHITECT/ENGINEER agree as set forth in:

Section I.	Scope of Services
Section 2.	Compensation
Section 3.	Owner's Responsibilities
Addendum 1.	Direct Salary Expense
Addendum 2.	Project Team, Consultant Profile, Project Schedule
Addendum 3.	Certificate of Insurance
Addendum 4.	Intermediate Design Checklist
Addendum 5.	Supplemental Services
Addendum 6.	Design Presentations and Submittals

## SECTION I - SCOPE OF SERVICES

- 1.1 THE ARCHITECT/ENGINEER'S BASIC SERVICES consist of the architectural, mechanical, electrical, structural, civil and engineering services described by the deliverables checked below, The ARCHITECT/ENGINEER will provide those services in coordination with the OWNER and the OWNER'S consultants.

EMPLOYMENT OF ADDITIONAL CONSULTANTS - ARCHITECT/ENGINEER services as referred to in this Agreement are complete for the Project which is proposed by the OWNER. If additional consultants are required by the ARCHITECT/ENGINEER for the design of the Project, such consultants will be paid for by the ARCHITECT/ENGINEER at no additional cost to the OWNER unless the services are outlined in Addendum 5. The ARCHITECT/ENGINEER recognizes that in no way will subcontracts or consulting arrangements diminish or supplant the ultimate responsibilities it assumes pursuant to its contractual obligations under this Agreement.

ADDITIONAL COSTS - It is the intent of this Agreement that the fee mentioned herein is the complete compensation for services rendered by the ARCHITECT/ENGINEER, and no additional charges will be made by the ARCHITECT/ENGINEER for the services listed herein. In the event services in addition to those listed herein are required of the ARCHITECT/ENGINEER by the OWNER, no additional charges will be made to the OWNER unless otherwise agreed in writing and executed by the OWNER or the OWNER'S authorized representative.

### 1.1.1 GENERAL REQUIREMENTS

ELECTRONIC VERIFICATION - ARCHITECT/ENGINEER shall use an electronic verification system to determine the work eligibility status of any new employees physically performing services within the State of Nebraska, as required pursuant to Neb. Rev. Stat. §§4-108 to 4-114 as of the effective date of this Contract, or as such law may be amended from time-to-time. Compliance with these Nebraska statutes shall be considered a material term of this Contract.

1. The ARCHITECT/ENGINEER will provide a listing of the project team to include the design ARCHITECT/ENGINEER and/or engineer(s), consultants and project manager, to be assigned to the Project.

2. A work flow plan and a schedule for the performance of the ARCHITECT/ENGINEER'S services which will include appropriate allowances for periods of time required for the OWNER'S review and approval and for approval of submissions by authorities having jurisdiction over the Project will be provided to the OWNER'S REPRESENTATIVE at the start of Design (See Addendum 2) The ARCHITECT/ENGINEER and OWNER will not, except for reasonable cause, exceed time limits established by this schedule approved by the OWNER.

3. Included in Addendum 2 will be a profile of each consultant whose services the ARCHITECT/ENGINEER intends to use on this project. Except for causes beyond its reasonable control or termination of employment of an employee, the ARCHITECT/ENGINEER will not remove the design ARCHITECT/ENGINEER and/or engineer(s) or project manager originally assigned to the Project. Any removal must be with the written consent of the OWNER. Such consent will not be unreasonably withheld.

4. The ARCHITECT/ENGINEER will not proceed with subsequent design phases until the current design phase, including any adjustments authorized by the OWNER in the Project, are approved in writing by the OWNER'S REPRESENTATIVE.

5. The ARCHITECT/ENGINEER will notify the OWNER of the possible existence of asbestos, if during the performance of Basic Services the ARCHITECT/ENGINEER should notice its possible existence. The ARCHITECT/ENGINEER'S design of the Project will be so executed so that it will allow for proper abatement of asbestos by the OWNER. If asbestos abatement is required, the OWNER will be solely responsible for same.

6. The ARCHITECT/ENGINEER is required to conform to the OWNER'S Design Guidelines in effect at the time of agreement execution, incorporated herein by this reference. It will be the responsibility of the ARCHITECT/ENGINEER to obtain such guidelines from the OWNER'S REPRESENTATIVE. The ARCHITECT/ENGINEER will be responsible for any and all costs relating to the ARCHITECT/ENGINEER'S negligent or intentional failure to conform with these guidelines, including but not limited to the replacement of systems or Work that does not conform to the guidelines. The ARCHITECT/ENGINEER may only depart from these guidelines if written permission is granted from the OWNER.

7. The ARCHITECT/ENGINEER will prepare meeting minutes for every Project meeting from the Program Verification phase through the construction administration phase. The ARCHITECT/ENGINEER will distribute meeting minutes to all building team participants within 5 days after the meeting. In the meeting minutes, the ARCHITECT/ENGINEER will briefly document each discussion item including related decisions and/or actions required.

8. The ARCHITECT/ENGINEER is required to use CAD software compatible with or translatable to the OWNER'S throughout the entire project to facilitate the electronic transmission, viewing and alteration of all drawings. The ARCHITECT/ENGINEER is required to utilize the United States National CAD Standard (1999), as published by the National Institute of Building Sciences, including all AIA CAD layering conventions. The ARCHITECT/ENGINEER will use AIA CAD Layer naming across all disciplines. Prior to submission of any CAD files to the OWNER, the ARCHITECT/ENGINEER will also adhere to the following:

- a. If any record drawings files or blocks are created or in any CAD system other than AutoCAD, any nonconforming layer names will be converted to AIA naming. Layer names using numerical characters only, other than zero, are not to be used.
  - b. Any cross-referenced drawings are to be located in the same, directory as the file they are dependent to. If any cross-referenced files are inserted or "bound", their layer names will not include their former x-ref "path" designation.
  - c. All block will be created on layer 0 (zero). Nested blocks are not to be used. Unequally scaled blocks are not to be used.
  - d. The AutoCAD color and linetype of all drawing entities should be set to BYLAYER.
  - e. No custom, or third party fonts; only standard AutoCAD or standard Windows TrueType fonts may be used.
  - f. All record drawing files are to be purged of all unused layers, linetypes, fonts, dimension styles, etc.
  - g. The OWNER will reasonably approve convention modifications or enhancements proposed in writing by the ARCHITECT/ENGINEER.
9. The ARCHITECT/ENGINEER will provide the OWNER with electronic copies of any Building Information Modeling (BIM) data including table structures, etc. Preferred file formats would include Microsoft Excel, Microsoft Access or standard RAW "delimited" formats.
10. The ARCHITECT/ENGINEER will coordinate all Consultants necessary to perform Design Services, including those retained by OWNER:
- a. ARCHITECT/ENGINEER will provide CAD Background Files for the Consultant to place Revit blocks of equipment and or furniture on the drawings. The ARCHITECT/ENGINEER is responsible that the location of the equipment and furniture complies with building codes and Consultant is responsible that the location meets proper equipment clearances.
11. The ARCHITECT/ENGINEER will provide the Owner a building code and life/safety report prepared by an Independent Life/Safety Consultant in a format and at intervals approved by the OWNER.

## PROGRAM VERIFICATION PHASE:

1. Project administrative services related to administrative functions undertaken by the ARCHITECT/ENGINEER to provide services during this phase of the Project. It will include initial consultation in project development and project-related research, conferences, correspondence, travel, progress reports, etc. The ARCHITECT/ENGINEER is required to validate with the OWNER, and revise as requested by the OWNER the OWNER's Program Statement for the project dated July 29, 2015 and approved by the University of Nebraska Board of Regents on October 9, 2015 and incorporated herein by this reference.
2. Existing facilities condition surveys are required for areas to be remodeled. Existing facilities occupancy surveys are not required. The OWNER will furnish the ARCHITECT/ENGINEER floor space record documents of existing buildings that include room numbers, net assignable square feet (NASF) per room and NASF and gross square feet (GSF) per floor per building. The ARCHITECT/ENGINEER will obtain from the OWNER'S Representative an inventory of rooms assigned by department. The ARCHITECT/ENGINEER will verify and document the functional departments occupancy on floor plans of existing facilities described as blocks of space with schedules of room names, room NASF and departmental NASF to be vacated from existing facilities and relocated to the PROJECT or backfill space.
3. Facility program validation services including verifying and modifying a detailed set of requirements for the Project including design objectives, limitations and criteria. This will include determination of: quantity, quality, size, architectural and utility requirements of each type of space; functional interrelationships among spaces; requirements for flexibility and expandability; and needs relative to equipment and systems.
4. Space schematic/flow diagram services related to developing diagrammatic studies and pertinent text relative to: internal functions; human, vehicle and material flow patterns; and general space allocations. These will be developed in collaboration with the OWNER'S REPRESENTATIVE and will include an analysis of operating functions and studies of adjacency, circulation and traffic patterns. The studies will relate to: numbers of personnel; special facilities systems, and equipment requirements; materials handling; flexibility and expandability.
5. Site analysis and assisting the OWNER in evaluating the Project site; Site analysis will include a detailed study of topographic and subsurface conditions, utilities, placement and massing of the facility, architectural characteristics of the surrounding area, parking and traffic flow regulations, landscaping and environmental conditions, etc.
6. General planning and architectural consideration services and guidance for space, materials, fixed equipment and systems to be considered in design.
7. Mechanical systems services - determine the heating, ventilating, air conditioning and plumbing needs for the Project.

8. Electrical systems services - determine power, lighting, telephone and data distribution, fire detection, alarm, security and electronic communication distribution needs for the Project.

9. Project budgeting services by an Independent Cost Estimator related to developing a preliminary Statement of Probable Construction Cost. It will consist of: Conversion of net programmed areas to gross areas, use of factors appropriate to the Project to develop an initial probable gross area; conversion to a probable construction cost range by application of updated unit cost data from other completed projects with similar requirements.

10. Scheduling services (Time Line) related to establishing with the OWNER a schedule for overall development of the Project. It will entail careful determination of the ARCHITECT/ENGINEER'S services, the OWNER'S responsibilities and the design and construction procedures to be followed. Scheduling is used to establish a time framework for Program Verification services, design, documentation and construction.

11. OWNER-supplied data coordination services related to reviewing, handling and coordinating data furnished for the Project by the OWNER.

12. Presentation services related to presenting to the OWNER and closely related groups, the materials and studies prepared under this phase.

13. The ARCHITECT/ENGINEER will provide agency Consulting / Review / Approval services related to governmental agencies, which have statutory or non-statutory impact on the Project, including, but not limited to the Nebraska Coordinating Commission for Post-Secondary Education, in coordination with the OWNER.

14. The ARCHITECT/ENGINEER will also submit at the completion of Program Verification services a preliminary code review, in a format agreeable to the OWNER, and any special code considerations.

#### 1.1.3 SCHEMATIC DESIGN PHASE:

1. The ARCHITECT/ENGINEER will not proceed with the Schematic Design Phase until the OWNER'S REPRESENTATIVE approves the confirmed Program Statement in writing.

2. The ARCHITECT/ENGINEER will review the Program Statement and other information to ascertain the requirements of the Project and will meet with the OWNER to understand the project.

3. The ARCHITECT/ENGINEER is expected to examine existing conditions relevant to the project and to comment on the accuracy of original drawings to the OWNER. If changes to the original project record drawings are necessary, the OWNER will either: 1) have the ARCHITECT/ENGINEER update the drawings as a reimbursable service, or 2) provide revised drawings to the ARCHITECT/ENGINEER.

4. The ARCHITECT/ENGINEER will provide and review with the OWNER alternative approaches to design and construction of the Project.

5. Based upon the confirmed Program Statement, schedule, construction budget requirements, and any adjustments authorized by the OWNER, the ARCHITECT/ENGINEER will prepare Schematic Design Documents consisting of drawings and/or sketches required by the OWNER and other documents illustrating the scale and relationship of Project components including civil, landscape, architectural, structural, mechanical and electrical systems, materials and such other components as may be appropriate for approval by the OWNER. At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the OWNER, and ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will provide schematic design studies for the OWNER'S review.

6. The ARCHITECT/ENGINEER IS REQUIRED to provide a comparison of mechanical, electrical and structural systems.

8. The ARCHITECT/ENGINEER will provide agency Consulting / Review Approval services related to governmental agencies, which have statutory or non-statutory impact on the Project in coordination with the OWNER.

9. The ARCHITECT/ENGINEER may be required to make presentations and provide services related to presentations, to the OWNER and closely related groups, of the materials and studies prepared under this phase.

10. The ARCHITECT/ENGINEER will provide to the OWNER at intervals mutually agreeable to the OWNER and ARCHITECT/ENGINEER, drawings and other documents which depict the current status of design for the OWNER's review. Minimum requirements will be consistent with Addendum 6.

11. The OWNER and ARCHITECT/ENGINEER will jointly review the estimate and reconcile any cost estimate differences, with both parties concurring, before proceeding.

#### 1.1.4 INTERMEDIATE DESIGN CHECKLIST:

1. At a point following Schematic Design Phase, prior to the completions of the Design Development Phase, the ARCHITECT/ENGINEER will prepare materials consistent with the Intermediate Design Checklist, Addendum 4, for the OWNER.

The ARCHITECT/ENGINEER will cease all design services following acceptance of the Intermediate Design Checklist materials until written authorization to proceed with the design and budget as approved in writing is received from the OWNER.



### 1.1.5

## DESIGN DEVELOPMENT PHASE

The ARCHITECT/ENGINEER will prepare from the approved Schematic Design Documents and any adjustments authorized by the OWNER, for review and approval by the OWNER, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical and electrical systems, materials and such other components as may be appropriate. At intervals mutually agreeable to the OWNER and ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will provide drawings and other documents for the OWNER'S review which depict the current status of design development. Minimum requirements will be consistent with Addendum 6.

1. The ARCHITECT IS NOT REQUIRED to provide detailed information and costs on movable equipment and furniture.
2. The ARCHITECT/ENGINEER IS NOT REQUIRED to provide a survey of existing mechanical and electrical systems.
3. The ARCHITECT/ENGINEER IS REQUIRED to provide a re-evaluation and comparison of mechanical, electrical and structural systems determined in the Schematic Design Phase if so requested by the OWNER.
4. The ARCHITECT/ENGINEER WILL perform interior design services for selection of items specified by the ARCHITECT/ENGINEER, which will include the preparation of interior design boards to be provided to the OWNER for approval.
5. The ARCHITECT/ENGINEER IS NOT REQUIRED to provide physical study model(s).
6. The ARCHITECT/ENGINEER IS NOT REQUIRED to provide a physical display model.
7. The ARCHITECT/ENGINEER will provide the OWNER with an Independent Cost Consultant's detailed unit-cost further refinement of the estimate of Construction Cost, in CSI format or other OWNER approved format, at the completion of the Design Development documents. In the event the estimate of Construction Cost at Design Development exceeds the Construction Cost allocation in the Project Budget, the ARCHITECT/ENGINEER will evaluate the project at no additional cost to the OWNER, to determine how the work can be accomplished within the Project Budget and design will not proceed until the Construction Cost estimate is within budget.
8. At the completion of the Design Development Phase, the ARCHITECT/ENGINEER, in coordination with the OWNER, will provide up-to-date information consistent with Addendum 6 for the OWNER'S approval.

9. The ARCHITECT/ENGINEER, at completion of the Design Development Phase, will provide a furniture/equipment layout plan, subject to approval by the OWNER and based on existing furniture/equipment inventory as provided by the OWNER and/or new furniture/equipment where necessary, and as developed in coordination with the OWNER'S REPRESENTATIVE.

10. The ARCHITECT/ENGINEER IS NOT REQUIRED to provide services for moving plans.

#### 1.1.6

#### CONSTRUCTION DOCUMENTS PHASE

The ARCHITECT/ENGINEER will prepare from the approved Design Development Documents and any further adjustments authorized by the OWNER, for approval by the OWNER, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the base bid, and ARCHITECT/ENGINEER-initiated alternate bids, if any, for the construction of the Project. The Construction Documents will include but not be limited to general work, civil work, landscaping, mechanical work, electrical work, elevator, casework and fixed equipment, raceways for energy management controls, CCTV, Telephone and Computer Networks, education equipment, etc. At intervals mutually agreeable to the OWNER and ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will provide Drawings and Specifications for the OWNER'S review and approval.

1. The architectural portion of the Construction Documents and general Construction Document coordination will be completed solely by the ARCHITECT/ENGINEER, and not by any ARCHITECT/ENGINEER'S SUBCONSULTANT

2. The ARCHITECT/ENGINEER will perform interior design services for color selection of items specified by the ARCHITECT/ENGINEER, which will include the preparation of color boards to be provided to the OWNER for approval. The ARCHITECT/ENGINEER will provide interior design services, including color selections for building finishes, required for or in connection with the selection, procurement, or installation of furniture, furnishings, signage, graphics, and related equipment as directed by the OWNER.

3. The ARCHITECT/ENGINEER IS NOT REQUIRED to provide a building or room identification signage system.

4. The ARCHITECT/ENGINEER IS REQUIRED to number rooms, corridors and other floor space configurations, on all contract documents, according to OWNER'S room identification system.

5. The ARCHITECT/ENGINEER IS REQUIRED to cooperate with the OWNER on the design of the security system and to provide pathway and low voltage cable design services for a basic security system, excluding the specification of camera equipment, and telecommunications systems to be provided by the OWNER.

6. The ARCHITECT/ENGINEER IS REQUIRED to provide building infrastructure to accommodate extensive audio/visual equipment, clinical simulation equipment, virtual immersive reality and simulation assessment capture technology, media production, telecommunications systems (data, network communications platform and phone) security systems and major medical equipment provided by OWNER'S Consultants.

7. The ARCHITECT/ENGINEER IS NOT REQUIRED to provide services for a feasibility study of a long range plan for utility services.

8. The ARCHITECT/ENGINEER IS REQUIRED to provide services for preparing documents or the demolition of the existing General Supply Warehouse.

9. The ARCHITECT/ENGINEER will provide one set of reproducible and 5 copied sets of the Construction Documents at 60 percent (60%), 95 percent (95%) and 100 percent (100%) completion for the OWNER'S review and use in printing. 95 percent (95%) completion will mean that the documents are 100% complete in every respect, except for incorporation of the OWNER'S final comments. The reproducible Drawings and Specifications will be returned to the ARCHITECT/ENGINEER after the OWNER has completed the printing.

10. Upon completion of the Construction Document Phase, the ARCHITECT/ENGINEER will provide Construction Documents for the OWNER'S approval. The ARCHITECT/ENGINEER will include a completed building code review and floor plan in a format acceptable to the OWNER.

11. The ARCHITECT/ENGINEER will provide the OWNER with an Independent Cost Consultant's detailed unit cost estimate of Construction Cost and Project Cost, in CSI format, at the completion of the Construction Documents Phase prior to releasing the Construction Documents for bid. In the event the estimate of Construction Cost at Design Development exceeds the Construction Cost allocation in the Project Budget, the ARCHITECT/ENGINEER will evaluate the project at no additional cost to the OWNER, to determine how the work can be accomplished within the Project Budget and work will not proceed until the Construction Cost estimate is within budget.

12. The ARCHITECT/ENGINEER will assist the OWNER in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

13. The ARCHITECT/ENGINEER will cooperate with the OWNER to identify those items required for early order or delivery, if any, so that the Project is not delayed and will provide the necessary Drawings and Specifications required for separate bidding.

14 The ARCHITECT/ENGINEER will assist the OWNER in the preparation of the necessary bidding and/or proposal instructions and forms, the Conditions of the Contract and the form of Agreement between the OWNER and the CONTRACTOR.

15. Prior to bidding, the ARCHITECT/ENGINEER will submit in writing, and in a format agreeable to the OWNER, that in their opinion, the Project has been designed in compliance with the State Building Construction Act; the Nebraska Building Energy Conservation Standard and the OWNER'S Sustainable Design Policy; the Nebraska Accessibility Guidelines; the State Fire Marshal's regulations and is in conformance with applicable federal, state and local laws, orders, regulations, standards, codes and ordinances as interpreted by the governing authority during the design process. The ARCHITECT/ENGINEER will submit in writing whether the project in their opinion conforms to the Americans with Disabilities Act (ADA) 2004 and, if not, what portions of the project do not conform to the ADA.

16. The ARCHITECT/ENGINEER will provide the OWNER with electronic versions of all contract documents upon completion of the Construction Documents Phase.

#### 1.1.7

#### BID PHASE

The ARCHITECT/ENGINEER, following the OWNER'S approval of the Construction Documents and the estimate of Construction Costs, will assist the OWNER and CONTRACTOR in obtaining bids or negotiated proposals and in awarding and preparing construction contracts. The ARCHITECT/ENGINEER will be present on the occasion of any pre-bid conference and bid opening for the Project. The ARCHITECT/ENGINEER in coordination with OWNER, will respond to questions from bidders, and will issue addenda.

1. The ARCHITECT/ENGINEER will provide to the OWNER a set of electronic reproducible drawings and specifications for the OWNER'S use in printing and distribution.

2. The ARCHITECT/ENGINEER will assist the OWNER in evaluating the project bids and provide a letter evaluating the low responsible bid.

3. In the event that the lowest bona fide bid for the Work is in excess of the estimate of Construction Cost provided by the ARCHITECT/ENGINEER at the completion of the Construction Document Phase, the OWNER may:

- a. Give written approval of an increase in the previously approved estimate of Construction Cost; or
- b. In conjunction with the ARCHITECT/ENGINEER, evaluate the project at no additional cost to the OWNER, to determine if change orders can be initiated to allow the work to be accomplished within the estimate of the Construction Cost; or
- c. Authorize re-bidding or renegotiating of the Project within a reasonable time; or

- d. Cooperate with the ARCHITECT/ENGINEER who will revise the Project scope and/or Construction Documents, as directed by the OWNER and at no additional cost to the OWNER, on a timely basis so that bids or proposals may be received within the estimate of Construction Cost at the completion of the Construction Document Phase; or
- e. Terminate this Agreement in accordance with Section II, Article 4.4, and compensate the ARCHITECT/ENGINEER for services performed prior to termination, excluding Termination Expenses.

#### 1.1.8

#### CONSTRUCTION ADMINISTRATION PHASE

The Construction Administration Phase will commence with the award of the Construction Contract and will terminate one year after the date of Substantial Completion.

1. The ARCHITECT/ENGINEER will provide administration of the Construction Contract as set forth in Section I, Article 1.1.6 of this Agreement, and in the General Conditions of the Contract for Construction, as modified by the OWNER (the "Modified General Conditions"), current as of the date of this Agreement, and incorporated into this agreement by reference, unless otherwise provided in this agreement.
2. The ARCHITECT/ENGINEER will advise and consult with the OWNER during the Construction Administration Phase. The ARCHITECT/ENGINEER will have authority to act on behalf of the OWNER only to the extent provided in this Agreement, and in the General and Supplementary Conditions specified above, unless otherwise modified in writing.
3. A registered architect and/or registered engineer, or other similarly qualified bona fide employee of the ARCHITECT/ENGINEER approved in writing by the OWNER, representing the ARCHITECT/ENGINEER will make not less than one visit to the project site each week with the OWNER'S REPRESENTATIVE and attend a weekly construction progress meeting during the progress of construction with the OWNER'S REPRESENTATIVE and the CONTRACTOR at a time mutually agreed upon between the OWNER'S REPRESENTATIVE, the CONTRACTOR and the ARCHITECT/ENGINEER. On the basis of on-site observations, the ARCHITECT/ENGINEER will endeavor to guard the OWNER against defects and deficiencies in the Work and will assist the OWNER in obtaining faithful performance of the Contract Documents.

4. The ARCHITECT/ENGINEER will not be responsible for and will not have control over or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The ARCHITECT/ENGINEER will not be responsible for the CONTRACTOR'S schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT/ENGINEER will not have control over or charge of acts or omissions of the CONTRACTOR, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The ARCHITECT/ENGINEER will not be responsible for the performance by the CONTRACTOR of the services required by the CONTRACTOR'S agreement with the OWNER.

5. The ARCHITECT/ENGINEER will at all times have access to the Work wherever it is in preparation or progress.

6. The ARCHITECT/ENGINEER will not determine the amounts owing to the CONTRACTOR and will not issue Certificates for Payment.

7. The ARCHITECT/ENGINEER will advise the OWNER in matters relating to rejection of Work that does not generally conform to the Contract Documents in writing. Whenever the ARCHITECT/ENGINEER, in his/her reasonable opinion, considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, ARCHITECT/ENGINEER will advise the OWNER to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

8. The ARCHITECT/ENGINEER, concurrently with the OWNER, will review required Shop Drawings, Product Data, Samples and other submissions of the CONTRACTOR for conformance with the design concept of the Work and for general compliance with the information given in the Contract Documents. On submittals in which the OWNER and ARCHITECT/ENGINEER disagree, the OWNER will have the final decision in regard to aesthetics, cost, or efficiency of the Work, products, materials or other submissions on the condition that it meets or exceeds the specification criteria in the Contract Documents.

a. The ARCHITECT/ENGINEER will then be responsible for furnishing one (1) reviewed and stamped copy to the OWNER for filing. All other copies will be returned to the Contractor.

b. The ARCHITECT/ENGINEER will then be responsible for furnishing reviewed and stamped copies to the OWNER for filing and distribution to CONTRACTOR.

9. The ARCHITECT/ENGINEER will prepare data for Change Orders and Construction Change Directives as required by the OWNER. The ARCHITECT/ENGINEER will receive a copy of all executed Change Orders and Construction Change Directives prepared by the OWNER.

10. The ARCHITECT/ENGINEER will assist the OWNER and the CONTRACTOR in determining the date or dates of Substantial Completion and Final Completion. The ARCHITECT/ENGINEER will receive and review written guarantees and related documents assembled by the CONTRACTOR and assist in the preparation of a Certificate(s) of Substantial Completion.

11. The ARCHITECT/ENGINEER will be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the OWNER and CONTRACTOR. Interpretations and decisions of the ARCHITECT/ENGINEER will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in written or graphic form. The ARCHITECT/ENGINEER will make recommendations on all claims of the OWNER or CONTRACTOR relating to the execution and progress of the Work and on all other matters or questions related thereto in a timely manner.

12. The ARCHITECT/ENGINEER will assist the OWNER and CONTRACTOR in the preparation of a list of deficiencies, or a "punch list", to be attached to the Certificate(s) of Substantial Completion.

13. The ARCHITECT/ENGINEER will assist in commissioning the building and instructing the OWNER'S operation and maintenance personnel in the initial "start-up" of mechanical, electrical and special equipment systems.

#### 1.1.9

##### PROJECT RECORD DRAWINGS:

Project record drawings are the property of the OWNER and approval/acceptance of final as-built drawings will be completed before final payment is made.

1. The ARCHITECT/ENGINEER will deliver to the OWNER one (1) complete reproducible set of the project record drawings, including all applicable disciplines, showing all work developed in the ARCHITECT/ENGINEER'S office, plus all change orders, revisions, details, etc., recorded on the Project site by the CONTRACTOR and/or the OWNER'S REPRESENTATIVE made during the period of construction. The CONTRACTOR will be required to deliver to the ARCHITECT/ENGINEER one complete set of project drawings marked up with all changes that occurred during construction at the site, and reflecting how the project was constructed. The ARCHITECT/ENGINEER will be responsible for the accuracy of drawings developed in the ARCHITECT/ENGINEER'S office. The ARCHITECT/ENGINEER will not be responsible for the changes at the site that are not provided by the CONTRACTOR.

2. The OWNER will review the as-built record drawings for completion, accuracy and other requirements. The drawings will be returned to the ARCHITECT/ENGINEER for corrections as necessary. The ARCHITECT/ENGINEER will make any corrections and deliver revised as-built drawings to the OWNER.

3. Upon OWNER'S final approval, the ARCHITECT/ENGINEER will provide one (1) complete set of appropriately labeled as-built drawings on mylar and:

a. an electronic copy of all project record drawings on CD or DVD. The files will be in both PDF and CAD (AutoCAD 2012 or higher) format. CAD files will include all support files required to display and plot the files in the same manner as their submittals. Include all drawings contained in the hard copy submittal necessary for replicating a complete document set. These files will include, but are not limited to, Linetypes, plot configuration/style table files, font files, raster images, other graphic files, etc. The requirement for electronic form projects record drawings will consist of all information produced for the Construction Documents, including site and floor plans, major building elevations, cross-sections, minor cross-sections, mechanical & electrical systems, detail drawings, etc. The electronic form of the project record drawings must be compatible with the OWNER'S current (TIF) Archive Storage File System.

#### 1.1.10

##### POST OCCUPANCY INSPECTION:

1. The ARCHITECT/ENGINEER or designee, the OWNER'S REPRESENTATIVE and others as applicable who are involved in the Project will conduct a post-occupancy inspection in the period from ten to eleven months after the date(s) of Substantial Completion. ARCHITECT/ENGINEER will prepare a report detailing the findings of the post-occupancy inspection and provide two (2) copies to the OWNER. The inspection will include:

a. Review of Warranties - Interview appropriate operating and maintenance personnel to evaluate the performance of and inspect materials, systems and equipment under warranty. Document defects or deficiencies and assist, as required, in administering corrective action by the CONTRACTOR.

b. Evaluation of Design Services - Interview appropriate user groups to evaluate the operational effectiveness of the planned spaces, and the operational effectiveness of systems and materials. Document both positive and negative aspects of the design and recommend possible solutions to the problems in the design of the Project and future projects of similar type.

#### 1.1.11

##### SUPPLEMENTAL SERVICES.

Supplemental Services will be provided by the ARCHITECT/ENGINEER as described in Addendum 5, and if authorized or confirmed in writing by the OWNER, and will be paid for by the OWNER, as provided in Section 2.1.2 in addition to the compensation for Basic Services:

1. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approval or written instructions previously given and are due to causes beyond the control of the ARCHITECT/ENGINEER;



2. Providing consultation, IF MUTUALLY AGREED TO BY THE ARCHITECT/ENGINEER AND THE OWNER, concerning replacement of any Work damaged by fire or other cause during construction and furnish professional services as may be required in connection with the replacement of such Work;

## SECTION II - COMPENSATION

2.1 THE OWNER will compensate the ARCHITECT/ENGINEER in accordance with the Terms and Conditions of this Agreement.

2.1.1 FOR BASIC SERVICES Compensation will be:

1. a fee of approximately TBD % of the Construction Cost

Construction Cost, used as a basis for fee determination will not include Change Orders. In addition, special and technical equipment, signage, professional and permit fees, movable equipment, as well as all works of art, furniture and furnishings provided and installed by the OWNER, unless designed by the ARCHITECT/ENGINEER, together with the cost of observation or construction furnished by the OWNER, will be excluded from the Construction Cost in determining the ARCHITECT/ENGINEER'S fee.

2.1.2 FOR SUPPLEMENTAL SERVICES, as agreed to in writing by the OWNER, compensation will be computed as follows:

1. Principal's time will be computed at a fixed rate. For the purpose of this Agreement, the principals and their rate per hour as listed in Addendum 1.
2. Employee's time (other than Principals) will be computed at a fixed rate. For the purpose of this Agreement, the employee's functions and their rate per hour are as listed in Addendum 1.

2.1.3 PAYMENTS TO THE ARCHITECT/ENGINEER will be made as follows:

1. Payments for Basic Services will be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of hourly rates for Additional Services as listed in Addendum No. 1, will equal the following percentages of the total Compensation:

Program Verification Phase	5%
Schematic Design Phase	25%
Design Development Phase and Demolition Documents	45%
Construction Documents Phase	75%
Bid Phase	80%
Construction Administration Phase	
(At Substantial Completion)	98%
(Upon Completion of Project Record Drawings)	100%

2. No payment will be made to the ARCHITECT/ENGINEER until the OWNER has received two copies of this Agreement in which the Terms of Execution and Acknowledgments are properly executed by the ARCHITECT/ENGINEER and two copies of the OWNER'S Certificate of Insurance Form are properly completed and executed.
3. ARCHITECT/ENGINEER'S Application and Certificate for Payment will include a Design Progress Report. The report shall contain the following types of information.
  - a. Narrative – Description of services (including the services of ARCHITECT/ENGINEER's consultants) performed during the previous reporting period; the current status of design; the identification of current design issues, including suggestions for resolution; and documentation of potential change orders.
  - b. All reports shall be in a format approved by OWNER prior to the commencement of the Project
4. Payments for Supplemental Services of the ARCHITECT/ENGINEER listed in Addendum 5 and for Reimbursable Expenses as defined in Section 2.1.6, will be made monthly upon presentation of the ARCHITECT/ENGINEER'S Application and Certificate for Payment.
5. No portion of the ARCHITECT/ENGINEER'S compensation will be withheld on account of penalty, liquidated damages, or other sums withheld from payment to CONTRACTOR, or on account of the cost of changes in the Work other than those for which the ARCHITECT/ENGINEER has been judged to be liable.
6. The OWNER will make payment to the ARCHITECT/ENGINEER for services rendered within 30 days after receipt of the ARCHITECT/ENGINEER'S Application for Payment.
7. Payments due and unpaid under the Contract will bear interest from the date payment is due at the rates state below. National Prime Rate as quoted in the Wall Street Journal at the 30<sup>th</sup> day of the month when payment is due as provided in Neb. Rev. Stat. 81-2404 as presently in effect or as hereafter amended, whichever is lower.
8. Records of Reimbursable Expenses and expenses pertaining to Supplemental Services of the Project and for services performed on the basis of a Multiple of Direct Salary Expense will be kept on a generally recognized accounting basis and will be available to the OWNER or the OWNER'S authorized representative at mutually convenient times.

#### 2.1.4

FOR CHANGE ORDERS, compensation will be computed as follows:

1. For design services in connection with Change Orders and Construction Change Directives that are not due to 1) negligent acts, professional errors, or omissions of the ARCHITECT/ENGINEER, or 2) Value Engineering as a result of corrective action on the part of the ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will receive compensation for Change Orders approved by the OWNER as an Additional Service in an amount not to exceed twelve percent (12%) of the Change Order amount for changes under \$10,000, or an amount not

to exceed ten percent (10%) of the Change Order amount for changes over \$10,000. Should any such design services not result in an increase in the Construction Costs, OWNER will compensate ARCHITECT/ENGINEER for those efforts defined in paragraph 2.1.2 or a mutually agreeable fixed fee.

2. In the event the cost of the Project will be increased by alterations and/or additions of any kind which will not require additional drawings, specifications, and/or observation from the ARCHITECT/ENGINEER, then no additional compensation will be due or payable to the ARCHITECT/ENGINEER.
3. Additional design services required for Change Orders or Construction Change Directives made after the written approval of the Construction Documents Phase, which are the result of the ARCHITECT/ENGINEER'S negligent acts, professional errors or omissions, will be provided by the ARCHITECT/ENGINEER, but, will not be compensated for by the OWNER.

#### 2.1.5 CHANGE OF SCOPE.

The OWNER and ARCHITECT/ENGINEER agree in accordance with the Terms and Conditions of this Agreement that if the scope of the Project is changed materially, through no fault of the ARCHITECT/ENGINEER, compensation will be subject to re-negotiation.

#### 2.1.6 FOR REIMBURSABLE EXPENSES, are included in the compensation for Basic Services and included in the compensation for Additional Services and include expenses incurred by the ARCHITECT/ENGINEER'S employees and consultants. For further clarification

1. Expense of transportation and living are included in the fee for BASIC SERVICES and not to be reimbursed.
3. Expense of overtime work is included in the fee for BASIC SERVICES and not to be reimbursed.

#### 2.1.7 DIRECT SALARY EXPENSE is defined as the salaries of professional, technical and clerical employees engaged on the Project by the ARCHITECT/ENGINEER. This excludes the cost of their mandatory and customary benefits, such as statutory employee benefits, sick leave, holidays, vacations, pensions, retirement plus employment taxes, social security, Worker's Compensation disability and life insurance benefits, medical and similar benefits.

#### 2.1.8 IF THE BASIC SERVICES covered by this Agreement have not been completed in accordance with the schedule concurred in by the ARCHITECT/ENGINEER and OWNER, through no fault of the ARCHITECT/ENGINEER, the amounts of compensation, rates and multiples set forth in this Section I, Article 2 will be subject to re-negotiation to reflect any added costs not reasonably foreseeable at the time of execution of this Agreement.

### **SECTION III - OWNER'S RESPONSIBILITIES**

3.1 The OWNER will perform as follows:

1. The OWNER will designate a representative authorized to act in its behalf with respect to the Project. The OWNER or its representative will examine documents submitted by the ARCHITECT/ENGINEER and will render decisions pertaining thereto in a reasonable time period, to avoid unreasonable delay in the progress of the ARCHITECT/ENGINEER'S services.

2. It is the intent of the OWNER to furnish to the ARCHITECT/ENGINEER full information for use in preparing plans. The services, information, surveys and reports will be furnished at the OWNER'S expense, and the ARCHITECT/ENGINEER will be entitled to rely upon the accuracy and completeness thereof.

a. a complete Program Statement regarding its requirements for the Project.

b. the Facilities Development Plan, Space Guidelines and topographic and soil test data.

c. copies of original project record drawings showing the existing building and any alterations made. The drawings are not represented as being complete or up-to-date and may require information that would be obtained by measurement and observation at the site.

d. a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a project benchmark.

3. The OWNER will assist the ARCHITECT/ENGINEER in determining special and technical equipment needs.

4. The OWNER will assist the ARCHITECT/ENGINEER in determining the location and size of all utilities serving the project site.

5. The OWNER will furnish information required of it as expeditiously as necessary for the orderly progress of the Work.

a. The OWNER will furnish, not later than completion of the Schematic Design Phase, available detailed information on its equipment requirements (movable, special and technical equipment) including catalogue cuts that describe in detail all physical characteristics and requirements of that piece. This will include such information such as size, weight, form and configuration, heat generation characteristics, all utility requirements, utility service locations, and any other pertinent data necessary for the ARCHITECT/ENGINEER'S use for proper design of the Project.

b. The OWNER will furnish, in the Schematic Design Phase, the services of a geotechnical engineer or other consultants when such services are deemed necessary. Such services may include test borings, test pits, soil bearing values, percolation tests, evaluations of hazardous materials, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions as required, with reports and appropriate professional recommendations.

6. The OWNER will furnish for itself such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as it may require to ascertain how or for what purposes the CONTRACTOR has used the money paid to him under the Construction Contract.

7. The OWNER will contract separately for the removal of asbestos, and if having knowledge of the presence of asbestos, will so advise the ARCHITECT/ENGINEER.

8. If the OWNER becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, it will give prompt verbal notice followed by written notice thereof to the ARCHITECT/ENGINEER.

9. The OWNER will determine the amounts owing to the CONTRACTOR based on observation at the site and on evaluation of the CONTRACTOR'S Application for Payment.

10. The OWNER will furnish the ARCHITECT/ENGINEER copies of appropriate written communication with the Contractor.

11. The OWNER will furnish for itself, a Special Inspector, as defined in the applicable Building Code, representing the OWNER, who shall provide inspections during construction on types of work listed and in the manner described in the Building Code.

## **SECTION 4 - OTHER TERMS**

### **4.1**

#### **CONSTRUCTION COST**

1. Estimates of Construction Cost prepared by the ARCHITECT/ENGINEER Independent Cost Estimator represent ARCHITECT/ENGINEER'S best judgment as a ARCHITECT/ENGINEER familiar with the construction industry. It is recognized, however, that neither the ARCHITECT/ENGINEER nor the OWNER has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions.
2. Construction Cost does not include the compensation of the ARCHITECT/ENGINEER and the ARCHITECT/ENGINEER'S consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the OWNER as provided in Section II, Article 2.
3. CONSTRUCTION COST will be determined as follows, with precedence in the order listed:
  - a. In the event the project is constructed, the Construction Cost for Completed Construction will be the Contract Sum(s) approved in the Construction Contract(s) (excluding any OWNER initiated alternate bid(s) accepted). If the Construction Cost is less than the ARCHITECT/ENGINEER estimated Construction Cost at the time of bid, the Construction Cost will be defined as the lowest, responsible Base Bid received at bid. If the Construction Cost at the time of bid exceeds the ARCHITECT/ENGINEER estimated Construction Cost prior to bid, the Construction Cost will be defined as the ARCHITECT/ENGINEER estimated Construction Cost prior to bid.
  - b. In the event the project is not constructed, the Construction Cost for Work Not Constructed, will be, (1) the lowest bona fide responsible Base Bid(s) accepted by the OWNER including any ARCHITECT/ENGINEER initiated alternate bid(s) accepted from a qualified bidder(s) for any or all such Work, or (2) if the Work is not bid, then the Construction Cost will be the Construction Cost stated in the last OWNER approved written Construction Cost estimate.

4.2 PROJECT FUNDS. The ARCHITECT/ENGINEER and OWNER understand that sufficient funds have been allocated to complete design services. In consideration of this fact, the ARCHITECT/ENGINEER and OWNER agree that the ARCHITECT/ENGINEER will proceed with BASIC SERVICES for the Project based upon a time schedule that will permit the issuance of bid documents in accordance with the schedule concurred in by the ARCHITECT/ENGINEER and the OWNER.

4.3 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES. Design Services in connection with a Change Order or Construction Change Directive will be determined to be the result of the ARCHITECT/ENGINEER'S negligent acts, professional errors or omissions if the OWNER and the ARCHITECT/ENGINEER mutually consent to such a determination. Should the OWNER and the ARCHITECT/ENGINEER fail to reach such an agreement after good faith negotiation, the OWNER and the ARCHITECT/ENGINEER will choose a third party mutually agreeable to each to provide non-binding mediation services with respect to any individual or group of Change Orders or Construction Change Directives. If the OWNER and the ARCHITECT/ENGINEER are unable to agree upon a mediator, each will choose an independent party and those independent parties will choose a mediator. The OWNER and the ARCHITECT/ENGINEER will participate in the mediation process in a good faith attempt to reach a mutually acceptable solution. The mediator will direct the mediation process including selection of a forum, informal discovery, and any other procedures that may suit the situation. The mediator will provide the parties with a written determination of the decision. The costs of mediation services will be shared equally between the OWNER and the ARCHITECT/ENGINEER, unless the mediator finds that a party's position was not substantially justified or the party engaged in conduct which unduly and unreasonably protracted the final resolution of the matter in controversy, in which case such party may bear a higher portion or all of the costs. Other than as set out herein, this paragraph will not act as a waiver of any rights or remedies the parties may have, either by contract or by operation of law.

#### 4.4 TERMINATION, SUSPENSION OR ABANDONMENT

1. THIS AGREEMENT MAY BE TERMINATED by either party 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.

2. If the Project is suspended for more than three months or abandoned in whole or in part, the ARCHITECT/ENGINEER will be compensated for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section II, Article 4.4 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, this Agreement will be subject to renegotiations.

3. If the Project is suspended for more than two years, said determination of suspension to be made by the OWNER in good faith, then upon written notice given to the ARCHITECT/ENGINEER by the OWNER, this Agreement will terminate, and any outstanding obligations remaining under this Agreement on the part of either the OWNER or the ARCHITECT/ENGINEER will be deemed satisfactory.

4. In the event of termination due to the fault of parties other than the ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will be compensated for services performed to termination date, including Reimbursable Expenses then due and all Termination Expenses as defined in Section II, Article 4.4.

5. TERMINATION EXPENSES are in addition to compensation for Basic and Additional Services, and include expenses directly attributable to termination. Termination Expenses will be computed as a percentage of the total compensated for Basic Services earned to the time of termination, as follows:

Twenty percent (20%) of the total compensation for Basic Services earned to date if termination occurs during the Schematic Design Phase; or

Ten percent (10%) of the total compensation for Basic Services earned to date if termination occurs during the Design Development Phase; or

Five percent (5%) of the total compensation for Basic Services earned to date if termination occurs during the Construction Documents or Bid Phases; or

Zero percent (0%) of the total compensation for Basic Services earned to date if termination occurs during the Construction Administration Phase.

6. The ARCHITECT/ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for him/her, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him/her, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from award or making of this Agreement.

7. Upon violation of Section II, Article 4.4, the OWNER will have the right to terminate this Agreement without liability and, at OWNER'S discretion, to deduct from the ARCHITECT/ENGINEER'S fee, or otherwise recover, the full amount of such fee, commission, percentage or consideration.

#### 4.5 OWNERSHIP OF DOCUMENTS

1. The Program Statement, Design Data Document, Project Documents and Record Drawings are the property of the OWNER whether the Project for which they are made is executed or not. The use or reuse of the Drawings and Specifications by the OWNER or others without the written consent of the



ARCHITECT/ENGINEER will be at the OWNER'S sole risk and without liability to the ARCHITECT/ENGINEER.

2. The ARCHITECT/ENGINEER, in coordination with the OWNER, will have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ARCHITECT/ENGINEER'S promotional and professional materials. The ARCHITECT/ENGINEER'S materials will not include the OWNER'S confidential or proprietary information if the OWNER has previously advised the ARCHITECT/ENGINEER of specific confidential or proprietary information. The OWNER will assist the ARCHITECT/ENGINEER in obtaining professional credit for the ARCHITECT/ENGINEER on the construction sign, if any. In OWNER produced promotional materials for the Project, the ARCHITECT/ENGINEER will obtain professional credit when applicable.

#### 4.6

#### INSURANCE

The ARCHITECT/ENGINEER will purchase and maintain during the life of the Agreement, the minimum coverage specified in the preparation instructions of the OWNER'S Certificate of Insurance, University Standard Form, Addendum

3. The ARCHITECT/ENGINEER may secure higher limits of protection but the OWNER will not reimburse any associated cost. Unless otherwise stated, the ARCHITECT/ENGINEER will secure insurance coverage for the following:

1. GENERAL LIABILITY - The insurance policy will be written on an "Occurrence Coverage Form" and be accompanied by an endorsement stating that, the General Aggregate Limit under Limits of Insurance applies separately to each of the ARCHITECT/ENGINEER'S projects away from premises owned by or rented to the ARCHITECT/ENGINEER and must be so stated on the Certificate. The coverage must include medical payments for bodily injury caused by an accident occurring in the "coverage territory."

#### 2. ARCHITECT/ENGINEER'S PROFESSIONAL LIABILITY

a. The ARCHITECT/ENGINEER'S insurance will provide coverage for claims and expenses arising out of liability for negligent acts, professional errors or omissions on the part of the ARCHITECT/ENGINEER or the ARCHITECT/ENGINEER'S agents, employees and staff. The policy form may be on a "claims made occurrence" or "claims made project" coverage basis. Unless additional coverage is required as explained below, the cost of professional liability insurance is not a reimbursable expense.

b. The OWNER may require additional professional liability insurance coverage that will apply separately to each job location. The OWNER will specify the duration and amount of separate insurance coverage required. When separate insurance is required the full amount of the ARCHITECT/ENGINEER'S professional liability coverage limit stated on the Certificate of Insurance will apply only to the work performed in accordance with this Agreement. The OWNER will negotiate with the ARCHITECT/ENGINEER a reimbursement for the cost of the separate professional liability insurance required.

3. AUTOMOBILE LIABILITY - Coverage may be in the form of Combined Single Limit or individually stated limits.

4. EXCESS LIABILITY - A policy will, as a minimum, include the same coverage provided in the primary coverage. Excess liability may extend coverage's for General, Professional and Automobile Liability policies. A combination of excess and primary coverage may be used to meet the limits of coverage.

5. WORKERS COMPENSATION - The ARCHITECT/ENGINEER, Engineer and CONTRACTOR will maintain workers compensation insurance as required by the Statutes of the State of Nebraska for the full duration of this agreement.

6. EMPLOYERS LIABILITY -The INSURER will provide coverage for the amount stated in the Certificate of Insurance.

7. POLICY CANCELLATION OR TERMINATION - The ARCHITECT/ENGINEER must have its insurance company issue an endorsement to their policy(ies) stating that ten days notice will be given to the ARCHITECT/ENGINEER before cancellation or termination or when, for whatever reason, the aggregate of any policy has been consumed. The ARCHITECT/ENGINEER will immediately notify the OWNER of the change in coverage upon receipt of notification.

8. CERTIFICATE OF INSURANCE - Before beginning operations under and throughout the life of this Agreement, the ARCHITECT/ENGINEER will furnish the OWNER a Certificate of Insurance showing the issuance of insurance in limits as specified in the Certificate, Addendum 3, by companies licensed to do business in the State of Nebraska. All such certificates will be submitted on a University Standard Form, Addendum 3 or an ACORD form.

9. DEDUCTIBLE - The INSURED will notify the OWNER of the amount of deductible retained for any coverage required.

#### 4.7

#### EQUAL EMPLOYMENT OPPORTUNITY

1. During the performance of this Agreement, the ARCHITECT/ENGINEER agrees to comply with the Nebraska Fair Employment Practice Act.

2. The ARCHITECT/ENGINEER and any sub-consultant(s) of the ARCHITECT/ENGINEER will comply with the Nebraska Fair Employment Practice Act and any breach of this provision will be regarded as a material breach of this Agreement.

3. The ARCHITECT/ENGINEER will insert the following provision in all consulting agreements for services to be performed for this Project:

"The Nebraska Fair Employment Practice Act prohibits the

OWNER and anyone directly employed by the OWNER from discriminating against any employee or applicant for employment to be employed in performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, marital status or national origin."

- 4.8 SUCCESSORS AND ASSIGNS. The ARCHITECT/ENGINEER and OWNER each bind him/herself, his/her partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the OWNER nor the ARCHITECT/ENGINEER will assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.

4.9 EXTENT OF AGREEMENT

1. This Agreement represents the entire and integrated agreement between the OWNER and the ARCHITECT/ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral for this Project.
2. This Agreement may be amended only by written instrument signed by both the OWNER and ARCHITECT/ENGINEER.
3. No waiver of any of the conditions or provisions of this Agreement will be implied; and no waiver expressed in writing will affect any provision or condition of this Agreement other than the particular one specified in such a written waiver, and that particular one only for the time and in the manner specifically stated in the written waiver.
4. Terms in this Agreement will have the same meaning as those in the OWNER'S Modified General Conditions, and the OWNER'S Supplementary Conditions of the Contract for Construction, current as of the date of this Agreement.
5. Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ARCHITECT/ENGINEER.

4.10 GOVERNING LAWS AND SEVERABILITY

1. This Agreement will be governed by and construed according to the laws of the State of Nebraska.
2. In the event that any provision of this Agreement, not essential to its overall purpose, will be found or declared illegal for any reason, the balance of the Agreement will nevertheless be severable and remain enforceable.

4.11

CERTIFICATE. The ARCHITECT/ENGINEER certifies that the wage rates and other factual unit costs supporting compensation for professional services set forth in this Agreement are accurate, complete and current at the time of the signing of this Agreement.

DRAFT

## TERMS OF EXECUTION

IN TESTIMONY WHEREOF, the parties of this Agreement have hereunto attached their signatures respectively, THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA and the ARCHITECT/ENGINEER with their Corporate Seal attached.

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### ARCHITECT/ENGINEER PORTION

Seal

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### UNIVERSITY PORTION

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

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Name

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Office of the Vice Chancellor  
for Business and Finance

## ACKNOWLEDGMENTS

State of \_\_\_\_\_ )  
 ) ss. \_\_\_\_\_ (Corporation)  
 County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said, county and state, personally came \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a corporation authorized to do business in the State of Nebraska, and known to be the said officer of said corporation, and the same and identical persons who signed the foregoing Agreement as said officers, and each acknowledge their signing of this Agreement to be their duly authorized act and deed as such officers on behalf of said corporation.

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

Notary Public

State of Nebraska )  
 ) ss. (Board of Regents)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ the \_\_\_\_\_ for the Board of Regents of the University of Nebraska, and known to me to be the said officer of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officer, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officer on behalf of said public corporation.

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

Notary Public

## CERTIFIED COPY OF RESOLUTION

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of \_\_\_\_\_ to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees:

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of \_\_\_\_\_ should be considered a contract, agreement, or release of \_\_\_\_\_ and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Board of Directors of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors.

I hereby certify that I am Secretary of \_\_\_\_\_, that as such I have access to the books and records of the Corporation; that the foregoing is an excerpt from the minutes of the Board of Directors' Meeting of \_\_\_\_\_ a Nebraska Corporation, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a quorum being present; and that no action has been taken by the Board of Directors of said Corporation since said date that would have effect of changing or altering the authority granted therein.

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

\_\_\_\_\_  
Notary Public

Seal:

\_\_\_\_\_  
Secretary of the Corporation

Date \_\_\_\_\_

## ACKNOWLEDGMENTS

State of \_\_\_\_\_ )  
 ) ss. (Individual)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ known to me to be the same and identical person who signed the foregoing Agreement, and acknowledged the same to be his or her voluntary act and deed.

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

\_\_\_\_\_  
Notary Public

State of Nebraska )  
 ) ss. (Board of Regents)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ the \_\_\_\_\_ for the Board of Regents of the University of Nebraska, and known to me to be the said officer of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officer, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officer on behalf of said public corporation.

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

\_\_\_\_\_  
Notary Public



## ACKNOWLEDGMENTS

State of \_\_\_\_\_ )  
 ) ss. (Partnership)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came

\_\_\_\_\_, known to me to be a partner in the partnership named \_\_\_\_\_ and is the same and identical person who signed the foregoing Agreement as such partner, and acknowledged such signing of the Agreement to be his or her duly authorized act and deed on behalf of said partnership.

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

\_\_\_\_\_  
Notary Public

State of Nebraska )  
 ) ss. (Board of Regents)  
County of \_\_\_\_\_ )

Before the undersigned, a Notary Public duly qualified in and for said county and state, personally came \_\_\_\_\_ the \_\_\_\_\_ for the Board of Regents of the University of Nebraska, and known to me to be the said officer of said public corporation, and the same and identical persons who signed the foregoing Agreement as said officer, and each acknowledged their signing of this Agreement to be their duly authorized act and deed as such officer on behalf of said public corporation.

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

\_\_\_\_\_  
Notary Public

## **ADDENDUM NO. 1**

### **DIRECT SALARY EXPENSE**

Project:	Project #:
Project Manager:	Date:

HOURLY RATES FOR ADDITIONAL SERVICES Additional Services: Time shall be computed at a fixed rate. For the purpose of this Agreement, the rates per hour that apply for the entire duration of the Project are as follows:

**ADDENDUM NO. 2**

**PROJECT WORK FLOW PLAN, SCHEDULE AND TEAM CONSULTANT  
PROFILE**

Project:	Project #:
Project Manager:	Date:

DRAFT

**ADDENDUM NO. 3**

**CERTIFICATE OF INSURANCE**

Project:	Project #:
Project Manager:	Date:

Certificate of Insurance Attached

DRAFT

## ADDENDUM NO. 4

### INTERMEDIATE DESIGN CHECKLIST

Project:	Project #:
Project Manager:	Date:

#### General Information

- ☐ Determine the project design and construction schedule
- ☐ Determine the project budget with analysis of building efficiency, unit cost data, and projected monthly cash flow.
- ☐ Reconcile (align) budget with scope
- ☐ Develop building code review and provide list of issues for the project to address
- ☐ Develop cost estimate in CSI format, by system
- ☐ Conduct Expectations Work Session (optional)
- ☐ Outline a Community Outreach Plan (optional)
- ☐ Present Schematic Design to User/Technical Groups
- ☐ Determine the mechanical, electrical, plumbing and fire protection systems
- ☐ Develop sustainability components
- ☐ Determine the site design
- ☐ Determine the building design
- ☐ Code preliminary reviews

#### Site

- ☐ Draft of Site Logistics Plan
- ☐ Site Development Plan (include bike & pedestrian circulation; connective elements; fire equipment access; landscape & hardscape plans; paving and parking requirements; grading plan, existing utilities locations; off-site and on-site utility loads and connection points; property lines; setbacks; project boundaries; draft SWPP plan; Site Logistics Plan [outline included]; tree protection plan)
- ☐ Original site drawings

Site access & materials delivery\*  
Lay down area\*  
Crane location(s)\*  
Security/Safety requirements\*  
Site preservation\*  
Traffic re-routing (vehicular and pedestrian)\*  
Mitigation of environmental pollution, dust, noise, etc.\*  
Site boundaries\*  
Delivery access\*  
Emergency vehicle access\*  
Bicycle and pedestrian access and flow\*  
Campus parking\*  
Construction parking\*  
Fencing location\*  
Trailer location(s)\*  
Temporary services\*  
Signage plan\*

\*CM/DB Delivery Method requires these also.

### Plans

- ☐ Preliminary building plans, sections, elevations
- ☐ ADA accessibility
- ☐ Hazardous chemical zones
- ☐ Study models, perspective sketches, electronic modeling or combinations of these media (specify)
- ☐ Concept designs (size, type and general location) for major building systems
- ☐ Building structure, configuration and construction materials
- ☐ Structural framing system and shear wall locations
- ☐ Major design features explored and refined
- ☐ Egress and exiting Preliminary
- ☐ furniture plan Preliminary lab
- ☐ equipment plan
- ☐ Reflected ceiling plans of major spaces
- ☐ Casework location
- ☐ Occupancy separations and rated wall locations
- ☐ Vertical circulation locations and sizes
- ☐ Door locations and handing
- ☐ Specialty locations (whiteboards and screens)
- ☐ Card reader locations
- ☐ Security/CCTV locations
- ☐ Roof plans with roof pads and drains
- ☐ Preliminary lighting and power plans
- ☐ Mechanical single line plan
- ☐ Mechanical, Electrical, and Telecom Room layouts
- ☐ Overall dimensions and square footages
- ☐ Locate mechanical equipment
- ☐ Principal floor plans
- ☐ Fenestration and doors
- ☐ Utility main locations and entrances
- ☐ Cable tray locations

### Elevations

- ☐ Roof system selections
- ☐ Exterior skin materials and colors
- ☐ Finish building grades
- ☐ Storm drainage solution
- ☐ Specialty structures (bridges, other buildings height and floor plan dimensions)

### Sections

- ☐ Building Sections showing floor-to-floor heights, space relationships, and mechanical plenums
- ☐ Exterior wall sections

### Details

- ☐ Screening and sight lines
- ☐ Site retaining walls
- ☐ Site lighting requirements

- ☐ Color renderings
- ☐ Specialty walls (blast walls, dust barriers)

#### Project Manual

- ☐ Outline a commissioning strategy plan
- ☐ MEP FP systems outline and suggested equipment preferences (include MEP FP systems coordination with wall ratings; single line drawings for security, telecom/data, audio visual; vibration criteria; acoustic criteria; routing & racking strategy for process piping; cable tray locations; exiting)
- ☐ Preliminary Room finish schedule
- ☐ Signage/wayfinding narrative
- ☐ Fume hood and lab equipment inventory
- ☐ Sustainability components plan
- ☐ Soils testing and structural foundation system
- ☐ Systems to be commissioned and preliminary commissioning requirements and plan
- ☐ Peer Review Reports, if applicable
- ☐ Project schedule – design and construction durations (identify internal/user group design review times; peer review schedule; project phasing requirements; contingency times to redesign to resolve scope/budget issues; Board of Regents and CCPE approval dates)
- ☐ Total Project Cost estimate prepared by qualified professionals (RP-6.3.6.3.1).
- ☐ Board of Regents Agenda Summary for Project Approval
- ☐ Develop outline specifications using Master Format 2004
- ☐ Space comparison of areas by net assignable square feet and gross square feet
- ☐ Project summary including: site analysis (macro and micro scale), interior design, mechanical, electrical including communications and security systems, acoustical and landscaping considerations.
- ☐ Energy analysis
- ☐ Preliminary Total Cost of Ownership analysis showing component selections that have opportunities for lower total life cycle costs.

**ADDENDUM NO. 5**  
**SUPPLEMENTAL SERVICES**

Project:	Project #:
Project Manager:	Date:

DRAFT



**ADDENDUM NO. 5 (Continued)**

**SUPPLEMENTAL SERVICES**

DRAFT

**ADDENDUM NO. 5 (Continued)**

**SUPPLEMENTAL SERVICES**

DRAFT

**ADDENDUM NO.  
6**

**DESIGN PRESENTATIONS  
AND SUBMITTALS**

Project:	Project #:
Project Manager:	Date:

**SCHEMATIC DESIGN PHASE**

**1. Schematic Design Submittal and Presentation #1**

- 1.1 The ARCHITECT/ENGINEER will make a presentation to the OWNER conforming to the following proposed agenda but may also include items based on the ARCHITECT/ENGINEER's list of requested agenda items, as approved by the OWNER.
- 1.2 ARCHITECT/ENGINEER is expected to present the following material as a minimum in PowerPoint format and / or utilizing presentation boards as desired. Submittals will be in hard copy and at drawings scales as noted.
  - (a) Design Approach
  - (b) Site Plan Analysis
  - (c) Block Plan Analysis
  - (d) Building Systems Analysis
- 1.3 Submittals for Design Presentation #1:
  - (a) Design Approach Narrative:
    - (i) Consultant's understanding of the Project and will describe their approach to the development of the design.
  - (b) Site Plan Analysis:
    - (i) Site Plan 1"=40'-0" scale, showing
      - A. Entire building with adjacent parcels, property lines, buildings
      - B. Major roadways, pathways and fire access concept
      - C. Outline of proposed building footprint

- D. Location of public entrance(s) and all other pedestrian access points for the building (not including exits), Pedestrian access around and through the site.
- E. Vehicular/ barrier-free drop-off
- F. Functional Road Plan
- G. Loading dock location
- H. Landscaped areas (hard and soft)

(c) Block Plan Analysis:

- (i) Floor Plans – 1/16"=1'-0" scale, indicating location of departments and parts of departments in the context of the proposed building envelope. Floor plans should use departmental color coding similar to block diagrams and have a legend on each sheet. Color-coded floor plans will also illustrate types of internal circulation, including public, service, controlled access for staff and patient movement. Indicate the entrance and exit points.
- (ii) Space Variance Analysis and Summary (listing departmental space requirements areas from the Program Statement. Analysis will identify each functional program department and preliminary building gross areas and efficiencies on a floor by floor basis and total building gross area.
- (iii) Block Planning Alternate Approach (if required). Provide a rationale for each alternate solution

(d) Building Systems Schematics

- (i) Submit design briefs describing approach to
  - A. structural,
  - B. mechanical and
  - C. electrical systems
- (ii) Schematic drawings at 1/16"=1'-0" scale to support design briefs.

1.4 Schematic Design Feedback Meeting #1

- (a) The ARCHITECT/ENGINEER will receive verbal and written feedback from the OWNER regarding Schematic Design Submittal and Presentation Meeting #1.

## 2. Schematic Design Submittal Presentation Meeting #2

- 2.1 The ARCHITECT/ENGINEER will make a presentation to the OWNER conforming to the following proposed agenda but may also include items based on the ARCHITECT/ENGINEER's list of requested agenda items, as approved by the OWNER.
- 2.2 ARCHITECT/ENGINEER is expected to present the following material as a minimum in PowerPoint format and / or utilizing presentation boards as desired. Submittals will be in hard copy and at drawings scales as noted.
- (a) Development of Block Plans
  - (b) Development of Building Massing and Envelope
  - (c) Development of Building Systems
  - (d) Sustainability Strategy
- 2.3 Submittals for Design Presentation #2:
- (a) Development of Block Plans:
    - (i) Floor Plans – 1/16"=1'-0" scale, indicating individual functional program spaces and all service rooms and shafts in the context of the proposed building envelope. Rooms will be identified with the names and use codes as listed in the Program Statement
    - (ii) Space Variance Analysis and Summary listing departmental and individual space requirements from Program Statement. Include areas by department and individual rooms. Analysis will also identify building gross areas and efficiencies on a floor by floor basis and total building gross area.
  - (b) Development of Building Massing and Envelope:
    - (i) Building Perspectives – 5 perspectives indicating the building massing and fenestration.
      - A. View from -
      - B. View from -
      - C. View from -
      - D. View of -
      - E. View from -
    - (ii) Building Sections – 1/16"=1'-0" scale, two cross-sections and one longitudinal section indicating all levels and adjacent grade.
    - (iii) Building Elevations – 1/16"=1'-0" scale, indicating building materiality
    - (iv) Wall Sections – 1/2"=1'-0" scale, representative wall sections of concourse, ground levels and typical inpatient level minimum. Sections will indicate proposed components of exterior wall assemblies.
  - (c) Development of Building Systems:
    - (i) Structural Schematics – 1/16"=1'-0" scale, describing development of approach.

- A. Design Brief addressing all components
- (ii) Mechanical Schematics – 1/16"=1'-0" scale, describing development of approach.
  - A. Design Brief addressing all components
- (iii) Electrical Schematics – 1/16"=1'-0" scale, describing development of approach.
  - A. Design Brief addressing all components
- (d) Sustainability Strategy:
  - (i) Design Brief describing overall approach to sustainability strategy.
  - (ii) Preliminary LEED checklist articulating proposal to attain specific credits and rationale.

#### 2.4 Schematic Design Feedback Meeting #2

- (a) The ARCHITECT/ENGINEER will receive verbal and written feedback from the OWNER regarding Schematic Design Submittal and Presentation Meeting #2

### 3. Schematic Design Submittal and Presentation Meeting #3

- 3.1 The ARCHITECT/ENGINEER will make a presentation to the OWNER conforming to the following proposed agenda but may also include items based on the ARCHITECT/ENGINEER's list of requested agenda items, as approved by the OWNER.
- 3.2 ARCHITECT/ENGINEER is expected to present the following material as a minimum in PowerPoint format and / or utilizing presentation boards as desired. Submittals will be in hard copy and at drawings scales as noted.
  - (a) Development of Floor Plans and Interior Design
  - (b) Development of Building Massing and Envelope
  - (c) Development of Building Systems
  - (d) Development of Sustainability Strategy
  - (e) Development of Construction Cost Estimate
  - (f) Development of Project Time Line
  - (g) Development of Code Review
  - (h) Development of Specifications
  - (i) Development of Project Narrative
- 3.3 Submittals for Design Presentation Meeting #3
  - (a) Development of Floor Plans and Interior Design:
    - (i) Floor Plans – 1/16"=1'-0" scale, indicating individual functional program spaces and all service rooms and shafts in the context of the proposed building envelope.
      - A. Rooms will be identified with Names and Use codes as listed in the Program Statement.
      - B. List additional rooms not identified in the Program Statement and provide Use Codes as required.
      - C. Include all the walls in their actual thickness conforming to contemplated wall and partition schedule, all the doors and windows, structural elements, circulation elements (e. g. stairs, elevators) and major service shafts
      - D. Indicate structural grid. Include columns, shear walls, bearing walls and other components required.
      - E. Include mechanical and electrical systems including service shafts, risers, etc. , in sufficient detail to demonstrate that functional and net area requirements are compliant
    - (ii) Detailed Space Development – 1/4"=1'-0" scale, include room data sheets, floor plans, elevations and reflected ceiling plans indicating development of design intent and showing furniture and equipment layout, location of medical gases, room accessories, lighting and all other electrical and mechanical items.

- A. 3D Virtual Immersive Environment (CAVE)
  - B. Holographic Auditorium
  - C. Virtual Environment Radiotherapy Simulator
  - D. Ambulatory Care Smart Exam Room
  - E. Home Care / First Responder Unit
  - F. Operating Room Unit
  - G. Labor/Delivery/ Recovery Unit
  - H. ADD /REVISE ROOMS
- (iii) Update of Space Variance Analysis and Summary listing departmental and individual space requirements from the Program Statement. Include areas by department and individual rooms. Analysis will also update building gross areas and efficiencies on a floor by floor basis and total building gross area.
- (b) Development of Building Massing and Envelope:
- (i) Building Perspectives – 5 perspectives indicating development of building envelope from Design Presentation #2.
    - A. View from -
    - B. View from -
    - C. View from -
    - D. View of -
    - E. View from -
  - (ii) Building Sections – 1/16"=1'-0" scale, two cross-sections and one longitudinal section indicating all levels and adjacent grade.
  - (iii) Building Elevations – 1/16"=1'-0" scale, indicating building materiality
  - (iv) Wall Sections – 1/2"=1'-0" scale, representative wall sections. Sections will indicate proposed components of exterior wall assemblies.
- (c) Development of Building Systems:
- (i) Structural Schematics – 1/16"=1'-0" scale, describing development of approach.
    - A. Updated Design Brief addressing all components
  - (ii) Mechanical Schematics – 1/16"=1'-0" scale, describing development of approach.
    - A. Updated Design Brief addressing all components
  - (iii) Electrical Schematics – 1/16"=1'-0" scale, describing development of approach.
    - A. Updated Design Brief addressing all components



- (d) Sustainability Strategy:
  - (i) Narrative regarding energy considerations for the Project and conformance to the OWNER's Sustainable Design Policy.
  - (ii) Updated LEED checklist articulating proposal to attain specific credits and rationale.
- (e) Construction Cost Estimate:
  - (i) Budget information to include: a project Construction Cost estimate (include the basis from which cost estimates are made) with a comparison to the Project Budget in the Program Statement; building efficiency; unit cost data; fiscal impact, funding information and a monthly cash flow of the total project cost with OWNER assistance and approval.
- (f) Project Time Line:
  - (i) Project Time Line to include at a minimum, significant milestones and appropriate review and approval periods,
- (g) Code Life/ Safety Review:
  - (i) Preliminary code review statement and related floor plans in a format acceptable to the OWNER.
- (h) Specifications:
  - (i) Preliminary narrative outline specifications including specification divisions 2 through 49.
- (i) Narrative:
  - (i) Narrative to include at a minimum,
    - A. A list of personnel involved in the design; a general project description; and the project location.
    - B. a site analysis, and conceptual ideas as to the architectural (including historical preservation issues if applicable), interior design, civil, structural, mechanical, electrical, acoustical and landscape design of the Project

#### 3.4 Design Feedback Meeting #3

- (a) The ARCHTIECT/ENGINEER will receive verbal and written feedback from the OWNER regarding Schematic Design Submittal and Presentation Meeting #3 at Design Feedback Meeting 4

## DESIGN DEVELOPMENT PHASE

### 1. 50% DESIGN DEVELOPMENT SUBMITTAL

1.1 ARCHITECT/ENGINEER will provide to OWNER the following Design Development Documents in accordance with the requirements set forth in Article 1.1.5 of the Agreement for Design Services, including but not limited to the following:

- (a) Site plan (prepared at 1"= 40'-0" scale) showing:
  - (i) Full ground floor plan (see description below for Floor/Roof Plans);
  - (ii) Full hard/soft landscape plan showing integration of landscaping features/areas with floor plan elements and entrances;
  - (iii) Treatment of main approach to public entrance;
  - (iv) Treatment of local transit stop area;
  - (v) Vehicular drop-off and street right-of-way improvements;
  - (vi) Site furnishings;
  - (vii) Additional Site features, including natural features, storm water management structures and design of outdoor spaces for patient care; and
  - (viii) Vehicle access/egress driveways to and from Site, including parking entrance ramp, loading dock access and location, and service vehicle parking.
- (b) Site servicing plan (prepared at 1"= 40'-0") showing:
  - (i) Storm water management/storm sewer;
  - (ii) Sanitary sewer system;
  - (iii) Water mains - domestic use;
  - (iv) Water mains - fire fighting;
  - (v) Gas utilities;
  - (vi) Medical gases; and
  - (vii) Hydro utilities.
- (c) Typical Site and landscape details (prepared at 1 ½=1'-0" scale).
- (d) Interior Partition Types describing all components of typical partitions including STC and FRR ratings.
- (e) Exterior Wall Assembly Types describing all components of typical assemblies including STC ratings.

- (f) Architectural floor plans (prepared at 1/8" = 1'-0" scale) of every level, including penthouse(s) and roof(s), showing:
  - (i) All walls and partitions in actual thicknesses;
  - (ii) All program and non-program rooms/areas, color-coded by component and numbered using the Use Codes used in the Program Statement
  - (iii) List of additional rooms not previously identified with additional sequential Use Codes as required;
  - (iv) Doors and windows;
  - (v) All millwork/systems furniture and workstation layouts (including filing storage units, shelving) for the clinical departments for which Enhanced Block Schematic Diagrams have been prepared;
  - (vi) All equipment for the areas for which architectural plan details have been prepared, coordinated with the updated equipment list;
  - (vii) Integration of structural, mechanical and electrical systems in terms of columns, service shafts, risers, etc., in sufficient detail to demonstrate that functional and net area requirements are compliant; and
  - (viii) Equipment, including structural requirements.
- (g) Enlarged architectural plan details (prepared at 1/4" = 1'-0" scale), including all floor plan information described previously, for key areas listed below:
  - (i) ?;
  - (ii) ?;
  - (iii) ?;
  - (iv) ?;
  - (v) ?; and
  - (vi) ?.
- (h) Structural floor plans (prepared at 1/8" = 1'-0" scale) of every level, including penthouse(s) and roof(s), showing:
  - (i) Foundation plan showing preliminary locations and elevations of footings;
  - (ii) Structural system and framing;
  - (iii) Provisions for adaptability, flexibility and expandability, removal and replacement of building and medical systems and equipment;
  - (iv) Provisions for any equipment requirements in the clinical areas for which architectural plan details have been prepared; and
  - (v) Summary of preliminary structural loads.
- (i) Mechanical floor plans (prepared at 1/8" = 1'-0" scale) of every level, including penthouse(s) and roof(s), showing:

- (i) Location and basic layout of major equipment;
  - (ii) Routing of main feeds and associated shafts and risers;
  - (iii) Single-line drawings for all services;
  - (iv) Preliminary sizing of equipment;
  - (v) Provisions for adaptability, flexibility and expandability, removal and replacement of building and medical systems and equipment;
  - (vi) Provisions for any equipment requirements in the areas for which architectural plan details have been prepared;
  - (vii) Preliminary load estimates for storm and sanitary sewers, potable water supply, heating and cooling plants;
  - (viii) Preliminary flow estimates for heating and cooling systems, air supply, return and exhaust systems;
  - (ix) Preliminary plumbing fixture schedules; and
  - (x) Preliminary estimate of annual energy use.
- (j) Electrical floor plans (prepared at 1/8" = 1'-0" scale) of every level, including penthouse(s) and roof(s), showing:
- (i) Location and basic layout of major equipment;
  - (ii) Routing of main feeds and associated shafts and risers;
  - (iii) Single-line drawings for all services;
  - (iv) Preliminary sizing of equipment;
  - (v) Provisions for adaptability, flexibility and expandability, removal and replacement of building and medical systems and equipment;
  - (vi) Provisions for any equipment requirements in the clinical areas for which architectural plan details have been prepared;
  - (vii) Preliminary lighting loads for typical rooms and the clinical areas for which architectural plan details have been prepared; and
  - (viii) Preliminary load estimates for normal power distribution centres, vital power distribution centres, delayed vital power distribution centres, and heating and cooling plants.
- (k) Equipment floor plans (prepared at 1/8" = 1'-0" scale).
- (l) Reflected ceiling plans (prepared at 1/8" = 1'-0" scale) for public entrances and all other major public spaces.
- (m) Typical building sections (prepared at 1/8" = 1'-0" scale) showing:
- (i) Relative thickness of floors/walls, including differentiation between opaque and transparent walls;

- (ii) Major floor elevations, including those below grade;
  - (iii) Finish grades, dotted lines through building section;
  - (iv) Relationship to Site contours and other important Site elements as shown in building elevation drawings; and
  - (v) Major room names.
- (n) Exterior wall sections (prepared at  $\frac{1}{4}"=1'-0"$  scale)
- (o) Typical cladding details (prepared at  $1\frac{1}{2}"=1'-0"$  scale), provided with a building science report reviewing envelope design and details.
- (p) Stair and elevator plans, sections and details (scales as appropriate).
- (q) Exterior elevations (prepared at  $1/8"=1'-0"$ ) showing:
  - (i) Indication of surface materials for all areas;
  - (ii) Different vertical planes differentiated with line weights or shadows;
  - (iii) Finish grades;
  - (iv) Major floor elevations, including those below grade;
  - (v) Sections when elevation is shown by taking vertical cut-through another space; and
  - (vi) Significant plantings/Site elements when important in defining space and volume, such as bodies of water, hills, earth berms.
- (r) Interior elevations (prepared at  $1/8"=1'-0"$ ) for public entrances and all other major public spaces.
- (s) Interior finishes color and materials selection boards which includes a minimum of three (3) complete options for interior finishes.
- (t) Preliminary door and hardware schedules and hardware cut sheets.
- (u) Preliminary lighting design submittals, including fixture cut sheets and illumination level analysis.
- (v) Preliminary security systems floor plan layouts, locations of all security systems equipment, connection points and control points.
- (w) Preliminary drawings of all millwork/systems furniture elements identified in the Room Data Sheets including all dimensions, key elevations, and all fixed and moving elements ( $1/4"=1'-0"$  scale) and details ( $1\frac{1}{2}"=1'-0"$  or  $3/4"=1'-0"$  scale, as appropriate).
- (x) Single line audio/visual distribution diagrams showing cable management and equipment rooms, coordinated with Equipment List.
- (y) Single line information technology distribution diagrams showing cable management and equipment rooms, coordinated with Equipment List.

- 1.2. Construction specifications identifying all systems, materials, and construction execution methods proposed to be used in the project. Specifications to be submitted in Master Format 2004.
- 1.3. Mock-up design packages with all finishes and equipment, in accordance with design requirements, including the construction of fully resolved, for:
  - (a) ?; and
  - (b) ?.
- 1.4. Clinical Functionality Report, providing detail level appropriate to the documentation provided in this submission stage
- 1.5. Updated equipment procurement and coordination plan and equipment list.
- 1.6. Comprehensive acoustical report reviewing all proposed assemblies and acoustical conditions.
- 1.7. Updated vertical transportation analysis.
- 1.8. Updated Building Code and Disabilities Act, analysis and compliance strategy.
- 1.9. Updated Space Program which:
  - (a) Identifies net area of each room and department, listed in terms of floor levels;
  - (b) Lists line by line area variance and grossing factor from Space Program;
  - (c) Lists mechanical and electrical spaces outside of departmental areas;
  - (d) Utilizes the alphanumeric Room Codes used in Room Data Sheets
  - (e) Lists additional rooms not previously identified with additional sequential Room Codes as required.
- 1.10. Micro-climate report to address exhaust re-entrainment, pedestrian level wind and snow studies using water flume and wind tunnel testing to provide a visual indication of snow accumulation, wind patterns, wind flows and emission paths on and around the building(s) to demonstrate that the development will not create unacceptable wind forces and noise levels, or snow fall and accumulation conditions at building entrances, exits, landscaped open spaces and street sidewalks.
- 1.11. LEED registration LEED credits tracking documentation.
- 1.12. Any other Submissions UNMC reasonably requires to understand the design.
- 1.13. Design Feedback Meeting - 50% Design Development
  - (a) The ARCHTIECT/ENGINEER will receive verbal and written feedback from the OWNER regarding Design Development Submittal and Presentation Meeting at Design Feedback Meeting.

## **1 Design Presentation Meeting – 100% Design Development**

2.1 ARCHITECT/ENGINEER will provide to OWNER the following Design Development Documents in accordance with the requirements set forth in Article 1.1.5 of the Agreement for Design Services, including but not limited to the following:

- (a) Updated Site plan (prepared at 1"=40'-0" scale) showing all previously listed requirements.
- (b) Updated Site servicing plan (prepared at 1"=40'-0" or as appropriate) showing all previously listed requirements.
- (c) Updated and augmented Site and landscape details (prepared at 1 ½"=1'-0" scale).
- (d) Updated architectural floor plans (prepared at 1/8"=1'-0" scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
  - (i) Overall dimensions;
  - (ii) Plan and layout of typical repetitive spaces;
  - (iii) Indication of fire areas, fire walls, and smoke zones;
  - (iv) All millwork/systems furniture and workstation layouts;
  - (v) All equipment;
  - (vi) Floor elevations; and
  - (vii) Capacity information (number of seating, etc.).
- (e) Updated enlarged architectural plan details (prepared at ¼"=1'-0" scale) for key areas including all previously listed areas, public entrances and all other major public spaces.
- (f) Updated structural floor plans (prepared at 1/8"=1'-0" scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
  - (i) Foundation plan showing finalized locations and elevations of footings;
  - (ii) Column schedules;
  - (iii) Foundation details;
  - (iv) Typical framing details;
  - (v) Provisions for any equipment requirements; and
  - (vi) Updated structural loads.
- (g) Updated mechanical floor plans (prepared at 1/8"=1'-0" scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
  - (i) Detailed floor layouts showing locations of all major mechanical equipment items, pipe mains, risers and branch mains, duct mains including supply return and exhaust;

- (ii) Interior building section details coordinating and confirming preliminary fit of structural/electrical/mechanical;
  - (iii) Provisions for any equipment requirements;
  - (iv) Finalized load estimates for storm and sanitary sewers, potable water supply, heating and cooling plants;
  - (v) Finalized flow estimates for heating and cooling systems, air supply, return and exhaust systems;
  - (vi) Updated plumbing fixture schedules; and
  - (vii) Updated estimate of annual energy use.
- (h) Updated electrical floor plans (prepared at 1/8"=1'-0" scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
  - (i) Detailed floor layouts showing locations of electrical equipment items, normal and emergency, major feeders and branch feeders, and locations of major pathways for all systems;
  - (ii) Interior building section details coordinating and confirming preliminary fit of structural/electrical/mechanical;
  - (iii) Equipment connection data sheet;
  - (iv) Summary of lighting loads for all rooms; and
  - (v) Finalized load estimates for normal power distribution centres, vital power distribution centres, delayed vital power distribution centres, and heating and cooling plants.
- (i) Updated equipment floor plans (prepared at 1/8"=1'-0" scale).
- (j) Updated reflected ceiling plans (prepared at 1/8"=1'-0" scale) showing all typical rooms and special interest areas with location of major components shown.
- (k) Updated building sections (prepared at 1/8"=1'-0" scale) showing all previously listed requirements and preliminary ceiling space coordination diagram(s).
- (l) Updated and augmented exterior wall sections (prepared at 1/4"=1'-0" scale) and cladding details (prepared at 1 1/2"=1'-0" scale), provided with a building science report reviewing envelope design and details.
- (m) Updated stair, elevator and escalator plans, sections and details (scales as appropriate).
- (n) Updated exterior elevations (prepared at 1/8"=1'-0") showing all previously listed requirements and significant mechanical and electrical equipment such as roof-top units, chimneys, louvers, transformers, pole lines, etc.
- (o) Updated interior elevations (prepared at 1/4"=1'-0") for all previously listed areas and:
  - (i) Ground floor public area walls;



(ii) ?;

(iii) ?;

(iv) ?;

(v) ?;

(vi) ?;

(vii) ?;

(viii) ?;

(ix) ?;

(x) ?;

(xi) ?;

(xii) ?;

(xiii) ?;

(xiv) ?;

(xv) ?;

(xvi) ?;

(xvii) ?; and

(xviii) ?.

(p) Finalized interior finishes colour and materials selection boards and preliminary room finishes schedule.

(q) Updated door and hardware schedules and hardware cut sheets.

(r) Updated lighting design submittals, including fixture cut sheets and illumination level analysis.

(s) Updated security systems floor plans and equipment details, locations of all security systems equipment, connection points and control points.

(t) Updated drawings of all millwork/systems furniture elements identified in the Room Data Sheets, including all dimensions, key elevations, and all fixed and moving elements (1/4"=1'-0" scale) and details (1 1/2"=1'-0" or 3/4"=1'-0" scale, as appropriate).

(u) Updated and augmented audio/visual drawings and details.

(v) Updated and augmented information technology drawings and details.

1.2 Updated construction specifications, including all previously listed requirements.

1.3 Report on review and adjustments of mock-ups.

1.4 Updated building vibration analysis as it relates to relevant medical equipment, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.

1.5 Updated construction quality control plan, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.

1.6 Updated acoustical report, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.

1.7 Updated environmental services design report, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.

1.8 Updated vertical transportation analysis, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.

1.9 Updated Building Code and Disabilities Act, analysis and report from an independent Building Code Consultant providing detailed review of the drawings and documentation and confirming compliance with the above regulatory documents including Fire Code.

1.10 Updated Space Program, including all previously listed requirements.

1.11 Report on review and adjustments of micro-climate report.

1.12 Progress report on LEED credits tracking documentation.

1.13 Any other Submittals OWNER reasonably requires to understand the Works.

1.14 Design Feedback Meeting - 100% Design Development

- (a) The ARCHTIECT/ENGINEER will receive verbal and written feedback from the OWNER regarding Design Development Submittal and Presentation Meeting at Design Feedback Meeting.

## **CONSTRUCTION DOCUMENT PHASE**

### **1 Design Presentation Meeting – 50% Construction Documents**

1 ARCHITECT/ENGINEER will provide to OWNER the following Design Development Documents in accordance with the requirements set forth in Article 1.1.5 of the Agreement for Design Services, including but not limited to the following:

- (a) Updated Site plan (prepared at 1' = 40'-0" scale) showing all previously listed requirements and planting schedule.
- (b) Updated Site expansion plan (prepared at 1' = 40'-0") showing all previously listed requirements.
- (c) Updated Site servicing plan (prepared at 1' = 40'-0") showing all previously listed requirements.
- (d) Updated and augmented Site and landscape details (prepared at 1 ½" = 1'-0" scale).
- (e) Architectural floor plans (prepared at 1/8" = 1'-0" scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
  - (i) Full dimensions;
  - (ii) Layout of all spaces;
  - (iii) Fire and Life safety plans;
  - (iv) Material symbols;
  - (v) Door symbols;
  - (vi) Glazed light symbols;
  - (vii) Window types and numbers;
  - (viii) Floor material changes;
  - (ix) Pits, trenches, etc.;
  - (x) Furring notes;
  - (xi) Hatch walls and partitions;
  - (xii) Depressed floor for terrazzo, tile, etc.;
  - (xiii) Lead shielding indications;
  - (xiv) Curbs for mechanical room penetrations;
  - (xv) Sump pits, gratings;
  - (xvi) Recessed mats;

- (xvii) Expansion joints;
  - (xviii) Pipe trench;
  - (xix) Convectors;
  - (xx) Low partitions; and
  - (xxi) Folding partitions.
- (f) Updated and augmented enlarged architectural plan details (prepared at  $\frac{1}{4}"=1'-0"$  scale) for all areas required to explain the design intent.
- (g) Updated structural floor plans (prepared at  $\frac{1}{8}"=1'-0"$  scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
- (i) Sections/elevations showing all structural elements;
  - (ii) All legends and schedules; and
  - (iii) Finalized structural loads.
- (h) Updated mechanical floor plans (prepared at  $\frac{1}{8}"=1'-0"$  scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
- (i) Interior building section details coordinating and confirming finalized fit of structural/electrical/mechanical;
  - (ii) All legends and schedules;
  - (iii) HVAC, plumbing and medical gas details;
  - (iv) Enlarged equipment room and toilet plans;
  - (v) Mechanical room plans;
  - (vi) Control schematics; and
  - (vii) Finalized estimate of annual energy use.
- (i) Updated electrical floor plans (prepared at  $\frac{1}{8}"=1'-0"$  scale) of every level, including penthouse(s) and roof(s), showing all previously listed requirements and:
- (i) Interior building section details coordinating and confirming finalized fit of structural/electrical/mechanical;
  - (ii) All legends and schedules;
  - (iii) Grounding details;
  - (iv) Fire alarm riser diagram;
  - (v) Nurse call riser diagram;
  - (vi) Telephone riser diagram;

- (vii) Paging riser diagram;
  - (viii) Television riser diagram;
  - (ix) Control schematics; and
  - (x) Electrical details.
- (j) Updated equipment floor plans (prepared at 1/8"=1'-0" scale).
- (k) Updated reflected ceiling plans (prepared at 1/8"=1'-0" scale) for all areas, showing:
- (i) Light fixtures;
  - (ii) Grilles;
  - (iii) Diffusers;
  - (iv) Heat detectors;
  - (v) Smoke detectors;
  - (vi) Soffits (dotted);
  - (vii) Folding partitions;
  - (viii) Cubicle tracks;
  - (ix) Curtain tracks;
  - (x) Skylights;
  - (xi) Access panels;
  - (xii) Hatches;
  - (xiii) Major structural members (if sight exposed);
  - (xiv) Surgical lights (dotted);
  - (xv) Hoods;
  - (xvi) Gas columns;
  - (xvii) Exit signs; and
  - (xviii) Room numbers.
- (l) Updated building sections (prepared at 1/8"=1'-0" scale) showing all previously listed requirements and:
- (i) Completed ceiling space coordination diagram(s);
  - (ii) Vertical dimensions;

- (iii) Floor elevations;
  - (iv) Column lines;
  - (v) Room numbers/names;
  - (vi) Rooftop equipment; and
  - (vii) Wall section designations.
- (m) Updated and augmented exterior wall sections (prepared at  $\frac{1}{4}"=1'-0"$  scale) and cladding details (prepared at 1:10 scale), provided with a building science report reviewing envelope design and details.
- (n) Updated and augmented stair and elevator plans, sections and details (scales as required).
- (o) Updated exterior elevations (prepared at  $\frac{1}{8}"=1'-0"$ ) showing all previously listed requirements and:
- (i) Window types and numbers;
  - (ii) Entrance types and numbers;
  - (iii) Door types and numbers;
  - (iv) Wall material indication;
  - (v) Coping materials;
  - (vi) Overhead fascia materials;
  - (vii) Top of foundation wall line;
  - (viii) Footing and foundation line;
  - (ix) Floor lines;
  - (x) Vertical dimensions;
  - (xi) Signage;
  - (xii) Section lines;
  - (xiii) Column centerlines;
  - (xiv) Louvers;
  - (xv) Stairs and ramps;
  - (xvi) Chimneys;
  - (xvii) Stacks;
  - (xviii) Light fixtures; and
  - (xix) Other mechanical or electrical equipment.

- (p) Updated interior elevations (prepared at  $\frac{1}{4}"=1'-0"$ ) for all previously listed areas and showing:
- (i) Hospital casework indications;
  - (ii) Millwork and detail designations;
  - (iii) Shelving;
  - (iv) Tack board;
  - (v) Whiteboard;
  - (vi) Interior glazed panels (dimensions and details);
  - (vii) Base indication;
  - (viii) Mechanical grilles, thermostats, gas outlets, etc.;
  - (ix) Wall handrails;
  - (x) Graphics;
  - (xi) Equipment;
  - (xii) Interior finishes;
  - (xiii) Electrical receptacles speakers, clocks, light fixtures, etc.);
  - (xiv) Plumbing fixture foot controls, etc.; and
  - (xv) Locker designation.
- (q) Interior details (scaled as appropriate) showing:
- (i) Base types;
  - (ii) Soffits;
  - (iii) Curbs for mechanical penetrations;
  - (iv) Door details;
  - (v) Hollow metal glazed panels;
  - (vi) Expansion joints;
  - (vii) Fireproofing at beams and columns;
  - (viii) Low walls;
  - (ix) Folding partitions
  - (x) Rolling doors;
  - (xi) Dressing compartments;

- (xii) Pass-windows;
  - (xiii) Supports – patient lifts;
  - (xiv) HCW details;
  - (xv) HCT details;
  - (xvi) Automatic sliding/swing door details;
  - (xvii) Hanger details for x-ray equipment;
  - (xviii) Expansion joint details;
  - (xix) Typical partition construction;
  - (xx) Exhaust hood details; and
  - (xxi) Corner guard details.
- (r) Updated room finish schedule.
  - (s) Updated door and hardware schedules and hardware cut sheets.
  - (t) Updated lighting design submittals, including fixture cut sheets and illumination level analysis.
  - (u) Updated and augmented security systems floor plans and equipment details, locations of all security systems equipment, connection points and control points.
  - (v) Drawings of all millwork/systems furniture elements identified in the Room Data Sheets, including all dimensions, key elevations, and all fixed and moving elements (1/4"=1'-0" scale) and details (1 1/2" = 1'-0" or 3/4"=1'-0" scale, as appropriate).
  - (w) Updated and augmented audio/visual drawings and details.
  - (x) Updated and augmented information technology drawings and details.
- 1.2 Updated construction specifications, including all previously listed requirements.
  - 1.3 Report on review and adjustments of mock-ups.
  - 1.4 Updated Clinical Functionality Report, providing detail level appropriate to the documentation provided in this submission stage.
  - 1.5 Updated building vibration analysis as it relates to relevant medical equipment, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.
  - 1.6 Updated medical equipment procurement and coordination plan and equipment list.
  - 1.7 Updated construction quality plan, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.
  - 1.8 Updated acoustical report, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.



- 1.9 Updated environmental services design report, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.
- 1.10 Updated vertical transportation analysis, if there are any changes to previous version, including a statement of how the proposed matter has changed from the previous matter reviewed by Owner.
- 1.11 Updated Building Code and Disabilities Act analysis and compliance strategy.
- 1.12 Updated Space Program, including all previously listed requirements.
- 1.13 Report on review and adjustments of micro-climate report.
- 1.14 Progress report on LEED credits tracking documentation.
- 1.15 Design Feedback Meeting - 50% Construction documents
  - (a) The ARCHTIECT/ENGINEER will receive verbal and written feedback from the OWNER regarding Construction Document Submittal and Presentation Meeting at Design Feedback Meeting

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