

# Central Bank of The Bahamas



## NEW CASH & DATA CENTRE

**Frank Watson Highway  
Nassau, N.P., Bahamas**

**Request for Proposal  
for Consulting Services**

15<sup>th</sup> December 2020

## Lead Design Consultant

Sealed Proposals must be submitted to: Central Bank of The Bahamas  
Attention: Procurement Committee

via email to:  
[tenders@centralbankbahamas.com](mailto:tenders@centralbankbahamas.com)

By 5.00 p.m. on 15<sup>th</sup> January, 2021  
PROPOSALS MAY NOT BE ACCEPTED AFTER THIS DATE AND TIME

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# **PART 1 – PROJECT BRIEF**

## **1.1 Introduction**

The Central Bank of The Bahamas is the Owner for the proposed construction of a new build Cash and Data Centre located on a vacant lot on the Frank Watson Highway, Nassau, New Providence, Bahamas.

The above will be referred to herein as the 'Owner'. The Lead Consultant will be referred to as 'Consultant'.

## **1.2 Project Overview**

The Bank, in conjunction with the construction of the new Central Bank Building at the Royal Victoria Gardens site, has determined that the separation of its cash centre operations from that primary site would meet a major deliverable as part of its strategic plan. Additionally, the building of proper security and logistical conveniences, and the co-locating the secondary data centre and business continuity planning (BCP) operations, would also aid in streamlining backup operations.

The selected site for the Cash and Data Centre development is shown on Appendix A. It permits an appropriate level of perimeter security to be designed into the site's overall footprint. It also provides sufficient space to locate the building centrally on the property with the requisite industry accepted setbacks between the perimeter and the building. Within this space, some offset from unsecured spaces must be allowed to mitigate any potential risks.

The area, as highlighted below, is a plot of undeveloped land located on Frank Watson Highway with proximity to the Lynden Pindling International Airport. The property is ideally located, providing easy accessibility from the airport and security due to the out of town location.

## **1.3 Design Brief**

The market demand for cash is largely driven by the volume of currency in circulation, the country's denomination structure, the type of substrate used (which drives circulation lifespan), and established rates of growth in currency demand against inflation. By 2037, we forecast that the market will demand between 50 and 73 million banknotes in circulation with a target of approximately 61 million.

Taking into consideration production and delivery plans (as well as the overlay of the automation strategy required to align the proposed cash centre with international good practices), including BCP and data centre needs, conversion of the maximum expected circulation demand into stock forecasts that a physical plant will require approximately 75,000 square feet on multiple levels with a footprint of approximately 45,000 square feet.

The primary functions of the building will include secure and general delivery for vehicles, general delivery and secure docks, general function space, cash operations including highly automated cash storage racking, administrative space, and staff parking.

The following consultants are engaged directly by the Owner:

Automation and specialist security design consultancy services: Productivity Systems International, Inc.

Access Road and Roundabout Civil Engineering and topographical surveys: Caribbean Civil Group.

Site environmental services: BRON Ltd.

## **PART 1 – PROJECT BRIEF Continued**

### **1.4 Site Description**

#### **1.4.1 Area Location**

The project location is on Frank Watson Highway, Nassau, Bahamas. See Appendix A. Appendix A provides an indicative only layout of building locations and site orientation.

#### **1.4.2 Physical Description**

It is determined that the building will be approximately 75,000 square feet on multiple levels with a footprint of approximately 45,000 square feet. The Owner prefers a contemporary design intent.

#### **1.4.3 Ingress and Egress**

Access to the site is through a secure customer and Owner access roadway which will require a specialist security system in place.

#### **1.4.4 Planning Constraints and Building Approvals**

Achieving all the necessary approvals for this development will be part of the Consultant's scope of works. The Consultant will need to employ the services of local engineers and consultants to assist with the process of achieving the necessary approvals. The Consultant should collaborate with the Owner team during the approvals process and where appropriate the Owner team will assist the Consultant.

Approval of the project by Town Planning is for office/commercial use subject to the following conditions:

- (a) Direct access to the site is **NOT** allowed from Frank Watson Highway.
- (b) Development of this site must adhere to the conditions set forth by the Ministry of Public Works detailing the construction of the access roundabout and ROW on western side of the subject property.
- (c) Maximum building height is two storeys.
- (d) Minimum building setbacks are as follows: front & rear: 30ft; sides: 10ft. (single-storey buildings); 15ft. (two-storey buildings).
- (e) Parking areas at a minimum provide ratio of one space per 300sq. ft. of gross floor area.
- (f) Clear cutting is restricted to the footprint of approved buildings; (i.e., a maximum of 35 percent of the building lot size); clearing of the underbrush only of the remaining areas is permitted.
- (g) Harvesting of protected trees is subject to approval under the Forestry Act, 2010 and requires a separate application from the Forestry Unit, Ministry of the Environment and Housing.
- (h) Any excavation on the property must adhere to the provisions of the Conservation and Protection of the Physical Landscape of the Bahamas Act.
- (i) Submission of a formal application for a building permit is made to the Buildings Control Section of the Ministry of Public Works for review and approval before commencing construction of any buildings on the site.

#### **1.4.5 Site Investigation Data**

Site topographical information is available for the site and is attached via Appendix B. The Consultant will be responsible for obtaining any further data necessary for site investigation. The Consultant must prepare the necessary sub-consultant scopes of work, administer any further soil investigation, and manage and coordinate topographic and geographic consultants. Any environmental services provided are by the owner directly.

### **1.5 Design Criteria and Principles**

The Project Development Design Criteria shall be pursuant to the criteria as outlined in this section, the development schedule, and any other considerations that may be set forth in this document.

## **1.6 Project Areas**

Preliminary overall project areas are anticipated to be 75,000 square feet on multiple levels with a footprint of approximately 45,000 square feet. Included via Appendix A is an indicative only site plan used for the Town Planning Application re-zoning approval. The construction budget for the project is BSD 24 million.

## **PART 2 – APPOINTMENT PARTICULARS**

### **2.1. Project Team Status, Organisation and Structure**

The overall project structure will be finalised and circulated upon appointment of the Consultant. Where required, specialist consultants will be identified and procured during the concept and schematic phases.

The Owner will have Owner representation for the entirety of the Project – Mr. Derek Rolle, Deputy Governor, Corporate Services.

For clarity on communication with the Owner team on a day-to-day basis regarding this RFP, you should communicate with Mr. Peter McLeod of DHP Associates [at mcleod@dhpassociates.com](mailto:mcleod@dhpassociates.com).

### **2.2. Outline Development Programme**

A full draft programme/schedule shall be refined with the Consultant during the finalisation of the Consultant's appointment. This programme/schedule will then be used to manage the design and delivery of the development. A preliminary project Schedule is attached via Appendix C.

<b>Activity</b>	<b>Indicative Timing</b>
<b>1. Request for Proposals Due Date</b>	15 <sup>th</sup> January 2021
<b>2. Appointment Award</b>	22 <sup>nd</sup> January 2021
<b>3. Contract Start</b>	5 <sup>th</sup> February 2021
<b>4. Schematic Design</b>	8 <sup>th</sup> February 2021 to 16 <sup>th</sup> April 2021
<b>5. Design Development</b>	3 <sup>rd</sup> May 2021 to 3 <sup>rd</sup> September 2021
<b>6. Construction Drawings</b>	27 <sup>th</sup> September 2021 to 3 <sup>rd</sup> December 2021
<b>7. Bidding</b>	20 <sup>th</sup> December 2021 to 4 <sup>th</sup> February 2022
<b>9. Award Main Contract</b>	4 <sup>th</sup> February 2022
<b>10. Commence Works On-Site</b>	21 <sup>st</sup> February 2022
<b>11. Completion and Handover</b>	28 <sup>th</sup> July 2023

### **2.3. Procurement**

#### **2.3.1 Construction Contract Structure**

The proposed procurement method and strategy for the main building contract is a Lump Sum or GMP bid based on complete Drawings and Specifications. There can be further review once the Project Team has been fully appointed, briefed, and reviewed the possible Owner Direct Procurement strategies, for select specialist items. The Contracts will be based on standard contract forms published by the American Institute of Architects.

It is anticipated a large local main contractor will complete the works with specialist security and automated cash storage facilities procured directly by the Owner.

#### **2.4.2 Consultant Appointment Structure**

The appointment between the Consultant and the Owner will be undertaken directly with the Owner.

It will be the responsibility of the Consultant to advise the Owner on any key sub and/or specialist consultants that will be required to deliver the scope of services noted within **Appendix E**. Any such appointments should be identified within the appointment proposals returned.

The appointment strategy for the Consultant assumes that the Consultant will be appointed on a lump-sum fee basis with pre-agreed payment drawdowns and deliverables to deliver a full scope of services under the draft form of agreement contained within **Appendix D**.

The Consultant should also provide, as part of its bid return, confirmation of the level of Professional Indemnity Insurance (PII) that the Consultant will be able to provide on the Development – as a minimum this should be **USD 1 million** for each event. Insurers should have an S+P rating of A- or above. Evidence of current appropriate insurance should be provided within the RFP response.

## **PART 2 – APPOINTMENT PARTICULARS**

### **2.5 General Scope of Services**

**Appendix E** contains details of the specific duties to be carried out by the Consultant. In addition, the Consultant shall note the following additional items.

#### **2.5.1 Overview**

The Consultant shall ensure that resources are available at the appropriate time, and with the requisite experience, to meet the requirements for each stage of the design. All Quantity Surveys, Project Management, Construction Cost, and Contract Administration services will be provided by DHP Associates. The Consultant is to exclude such services from the proposal.

#### **2.5.2 Code and Design/Building Standards**

The Consultant will, as a minimum, comply with relevant codes and standards applying within The Bahamas. The consultant will also adhere to standards/codes of best practice applying to the project type – with reference to codes/standards applying in other industrialized nations including United States.

For clarity and where necessary, the Consultant is asked to confirm at the time of responding to the RFP, the codes and standards intended to apply during the discharge of the services.

The specialist automated cash storage equipment and security installations will be Owner provided via a Design Build Specialist Contractor.

The Owner intends the building to achieve LEED certification and the consultant should include for LEED consultancy services in the proposal.

#### **2.5.3 Design Formats and Data Management**

All electronic design documents & drawings, shall be in AutoCAD 2000 format (dwg) (or similar latest) or Plot files (plt). All blocks (x-refs) within AutoCad drawings shall be bound in before issue.

Furthermore, all documentation is also to be provided in Adobe Acrobat pdf. format to enable issue to other third parties (both full size version and reduced ledger size).

The Consultant should make allowance for the annotation of drawings and the production of specifications in English.

#### **2.5.4 Working Hours and Consultant Fee**

Consultant's personnel working full time in the performance of the services shall work all such hours as are necessary for the proper performance of the services.

The Consultant's Fees shall include all expenses incurred in providing the staff and for replacement of any member who is absent from his duty with an approved, suitably qualified person unless specifically agreed otherwise.

The Consultant shall obtain the written approval of the Owner before any variation in personnel.

The Owner shall pay the Consultant in accordance with the general terms and conditions of the Consultant Agreement.

If a member of the Consultant's staff is absent from his duty and is not replaced by another with the Owner's Representative's written approval, the Consultant shall still be fully responsible for the sufficiency of the Consultant's staff and for maintaining the required standard of this services.

## **PART 3 – RFP RESPONSE**

### **3.1 Pricing**

The Consultant shall provide a fee, resource, and deliverables schedule.

The Owner requires a breakdown of an inclusive lump-sum fee (in BSD or USD) based on the role and Scope of Services of the Consultant detailed within this RFP and Appendices including **estimates for all expenses** (including printing, models, copying, etc).

**Note:** *As a principle, all normal day to day expenses, that can be reasonably foreseeable and that the Consultant can reasonably assess the quantum of, should be included in the fixed lump sum fee. Expenses that the Consultant cannot fully assess will be classed Reimbursable Expenses. Reimbursable Expenses will be dealt with on an “open book basis” and can be reclaimed at cost upon presentation of fully auditable back up. At this stage Reimbursable Expenses should be estimated and the basis of estimate stated. The Consultant must also clearly state which category expenses sit in, whether it is included within the fixed lump sum fee or as reimbursable expenses.*

Allowances for escalation of fees, compliance with Covid-19 statutory restrictions at the time of submission and currency fluctuations over the project duration outlined in Part 2 are deemed to be included in the lump sum fee proposal provided.

With regards to the requirement for any international travel and accommodation, the Consultant should treat this as a reimbursable expense and estimate the level of this expense stating the basis of estimation. The basis of estimation should include:

- The Consultant’s anticipated man visits (if applicable) per month at each design stage
- The anticipated cost per man visit [flight, accommodation, per diem]

**Note:** *No expenditure against any international travel or exceptional expenses shall be undertaken without prior Owner approval.*

**Note:** *All travel associated and associated costs in connection with the internal operation of the Consultant’s design team is **not** considered a reimbursable expense and should be included within the fixed lump sum fee.*

The Consultant shall submit its fee as per the tables included in **Appendix F**.

- **Fee Summary**

This Table in **Appendix F** should be completed to collate the lump sum fee and reimbursable expenses for each discipline. Separate figures shall be provided for each project stage.

- **Resources Schedule/Fee Build-up**

The build-up tables in **Appendix F** are to be used to show the monthly charge out rates and resource allocation used to build up the lump sum fee for each discipline. One build up table should be completed for each of the main disciplines (Architecture, MEP, Civil and Structural, Interior Design, LEED).

### **3.2 Varied Services**

Additional Services to those listed in the Scope of Services, in **Appendix E**, may from time to time be instructed by the Owner in writing and undertaken by the Consultant. These will be paid for by the Owner as a pre-agreed lump sum or in accordance with the rates listed in the Consultant’s fee proposal.

### **3.3 Generally**

It must be noted that prior to any issue of a Letter of Acceptance and the subsequent contract documents both the fee summary and resource schedule must be fully completed and agreed.



## **PART 3 – RFP RESPONSE**

In addition, the Consultant should also provide:

- Confirmation of any fee exclusions
- Confirmation of duration that fee offer is valid

### **3.4 Resourcing**

Due to the nature of the project, we anticipate that there may be a need to work on Saturdays and times outside of the normal working hours (8 a.m. to 6 p.m.) and the fee provided is deemed to include for this provision. This will be in line with the requirements necessary to deliver the Scope of Services attached to this RFP.

It is the Consultant's responsibility to resource the team appropriately to deliver the Scope of Services. The Owner will not take responsibility of any additional costs incurred through the Consultants not resourcing teams appropriately to deliver the scopes as detailed within these documents.

The RFP response should also provide an organisational structure, detailing how the Consultant will internally manage its own team through each key stage of the project, noting also the location where staff will be based (i.e. site, consultant office location or elsewhere).

### **3.5 Deliverables**

It is essential that the Consultant confirms within the fee, resource and deliverables what **key** deliverables will be provided at each project stage (i.e., reports, presentations, etc.) so as to provide the Owner with confidence that there is an understanding of the scope of works required to deliver the scheme. This list shall not negate the normal deliverables that would be expected under the delivery of the Consultant's scope of services contained within this document.

### **3.6 Response Programme**

The indicative programme for the consideration of proposals and appointment is as follows:-

<b>Activity</b>	<b>Timing</b>	
RFP issued to Consultants		15 <sup>th</sup> December, 2020
Return of RFP by Consultants		15 <sup>th</sup> January, 2021
Analysis by the Owner team	18 <sup>th</sup> January, 2021	22 <sup>nd</sup> January, 2021
Agree Consultant Appointment		5 <sup>th</sup> February, 2021

### **3.7 Response Format**

To make the evaluation process as efficient as possible, it is imperative that the Consultant's response to the RFP is concise and specific to these project requirements. The response document should be returned under the below section numbers and headings. Failure to comply with this format will be considered as part of the evaluation process.

#### **Section 1 – Fee Breakdown**

- Provide a commentary on the form of procurement highlighted within the RFP document, identifying risks and opportunities to the Owner Team.
- Complete the Fee Summary and Resources Schedules (as provided within **Appendix F**).

#### **Section 2 – Programme**

- Provide any comments on the Outline Schedule contained in Appendix C.

## **PART 3 – RFP RESPONSE**

### **Section 3 – Consultant Project Team Structure**

- (i) Provide an organisational chart showing how the Consultant will manage its own team, giving the names of project team members where available and the location of project staff at each key project design stage (i.e., site, office-based, elsewhere). Use of any sub or specialist consultants should be identified within the structure.
- (ii) Provide **summary** CVs for each of the proposed key team members structured under the following headings:

Name

Role in organisation

Proposed role on Project

Number of years' experience

Experience (detailed under the following headings):-

- Sector (confirmed as either hotel/resort, mixed use, retail, offices, leisure or other)
- Location
- Value
- Role undertaken on project

### **Section 4 – Form of Appointment**

- Provide a copy of the proposed Form of Agreement contained in **Appendix D** with any comments hand-amended to this document.

### **Section 6 – Scope of Services**

- Provide a copy of the proposed Scope of Services contained in **Appendix E** with any comments hand-amended to this document.

### **Section 7 – Professional Indemnity**

- Provide a clear colour copy of a *valid, current* Professional Indemnity Insurance, which gives the cover requested within Part 2 of this RFP.

### **Section 8 – Other Information**

- Provide, if necessary, any other data that the Consultant feels is appropriate. This should be returned as concisely as possible within this section, but this should not include large amounts of standard corporate literature.

It is noted that the Letter of Acceptance and the Consultancy Agreement will be based solely around the scope of services issued within this document, subject to any post bid changes agreed between the Owner and the Consultant. The Owner will not accept variations to the Scope of Services based on the Consultant's response to the RFP.

The Owner reserves the right, at its sole discretion, to reject any and all submittals, in which the Owner's Representative's opinion does not adequately satisfy the intended level of completion; does not include all relevant design disciplines; does not include all relevant documents; does not meet the requirements of the Services; are not coordinated adequately; are incomplete, or does not meet a satisfactory level of quality.

The submission of the RFP is required within the timeframe indicated above and in the covering letter. All responses received after this deadline will be deemed non-compliant.

## **PART 4 - SELECTION CRITERIA**

### **4.1 Non-Disclosure and Confidentiality**

Consultants must treat the Invitation to Bid, contract and all associated documentation (including the Specification) and any other information relating to the Owners employees, servants, officers, partners or its business or affairs (the "Confidential Information") as confidential.

All Consultants shall:

- recognise the confidential nature of the Confidential Information.
- respect the confidence placed in the Consultant by the Owner by maintaining the secrecy of the Confidential Information.
- not employ any part of the Confidential Information without the Owner's prior written consent for any purpose except that of tendering for business from the Bank.
- not disclose the Confidential Information to third parties without the Owner's prior written consent.
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to the Owner.
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties.

### **4.2 Award Procedure**

The Owners' Evaluation Committee will review the consultants and their bids to determine, in accordance with the Award Criteria, whether it will award the contract to any one of them.

### **4.3 Information and Record Keeping**

The Owner may consider any reasonable request from any unsuccessful consultant for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful consultant with reasons why its bid was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which the Owner receives the request.

### **4.4 Exclusion Criteria**

Any Consultant is required to confirm in writing that:

- neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organization, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international.
- neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of taxes in accordance with the law.

### **4.5 Conflict of Interest / Non-Collusion**

Any Consultant is required to confirm in writing:

- that it is not aware of any connection between it and any of the Bank's board of directors, executive management, managers, and other employees of the Central Bank, which may affect the outcome of the selection process. If there are such connections, the consultant is required to disclose it.
- that it has not communicated to anyone other than the Bank the amount or approximate amount of the tender.

## **PART 4 - SELECTION CRITERIA**

- That it has not and will not offer pay or give any sum of money commission, gift, inducement, or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

The Owner's team will make its assessment based on the whole of the response to the RFP. The Owner will not be bound to accept the lowest tender.

### **4.6 Supplementary Information**

All Consultants must adhere to the following supplemental instructions:

- 4.6.1 Upon receipt of the documents, the Consultant shall immediately check that all documents, and specifications listed in the administrative overview of these instructions have been received. Each consultant shall acknowledge his or her receipt of all documents. If documentation is not in order, do email the Tenders Committee immediately.
- 4.6.2 Consultants are to advise of any discrepancies or omissions found in the documents of this RFP by writing to the Bank for resolution within three days of the date for the bid submission. The Consultant is responsible for accuracy of the final submission and for securing subconsultant proposal and the overall completeness of the bid.
- 4.6.3 Before submitting a bid proposal, the Consultant is required to carefully examine the documents, visit the site, and note any existing facilities, conditions, and limitations that may affect the work to be performed under this agreement such as soil conditions, climate, and weather-related considerations.
- 4.6.4 Interpretations, corrections, and changes of the RFP documents will be issued as written Addenda and sent to all consultants. They will be made available for inspection and issued no later than three days prior to the deadline date except for an Addendum withdrawing the request for bids, or one which includes postponement of the date for receipt of same.
- 4.6.5 Addenda will be emailed or delivered to all persons who are known to have received a complete set of bid documents. Copies of Addenda will be made available for inspection wherever bid documents are on file for that purpose. Each consultant shall ascertain prior to submitting a bid that the Consultant has received all Addenda issued, and the Consultant shall acknowledge its receipt in the bid.
- 4.6.6 The RFP responses containing any conditions, omissions, erasures, alterations, or items not called for in the documents or irregularities of any kind, may be rejected by the Owner as being incomplete. All prices and notations must be clearly identified.
- 4.6.7 Each consultant is to complete and sign an RFP form with full knowledge of and agreement with the general specifications, conditions, and requirements of these documents.
- 4.6.8 A bid may not be modified, withdrawn, or cancelled by the Consultant during the stipulated time following the time and date designated for the receipt of bids and each consultant so agrees in submitting a bid.
- 4.6.9 Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids if they fully conform to these Instructions to consultants.

## **PART 4 - SELECTION CRITERIA**

4.6.10 The Consultant, by submitting a bid, represents that:

- he or she has read and understands the bid and contract documents, and the extent to which the documentation describes the works and other portions of the project, if any, that will be concurrently under construction.
- the Bid is in compliance with the documents.
- the Consultant has visited the site of the proposed work and is fully acquainted with the conditions as they exist under which the work is to be performed, and has correlated personal observations with the requirements of the proposal so that they fully understand the complexities and restrictions attending execution of the work included in the contract documents.
- the bid is based upon the materials, equipment, systems, and labour required by the documents without exception.
- he or she accepts the contract form as is and any issued addenda. The failure to receive or examine any form, instrument, or document or to visit the site to become acquainted with field conditions, shall in no way relieve the Consultant from any obligation with respect to his bid.
- he or she agrees he will not make any claim for damages or additional compensation due to lack of information, or any misunderstanding, or any misinterpretation of the requirements of the contract.
- the Owner reserves the right, in its sole discretion, to reject any or all bids in whole or in part, without incurring any cost or liability whatsoever. All bids will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

### **4.7 Project Delivery and Technical Capability Questionnaire: SERVICE DELIVERY**

4.7.1 What are the principal business activities of your organisation?

4.7.2 How many years have you been providing the services requested?

4.7.3 Has your organisation been in business under other names? If 'Yes', please list the different names

## **PART 4 - SELECTION CRITERIA**

### **4.7 Project Delivery and Technical Capability Questionnaire: SERVICE DELIVERY**

4.7.4 List the jurisdictions and trade categories in which your organisation is licensed to do business and the registration or licence numbers where appropriate.

4.7.5 State your organisation's experience of similar large-scale commercial projects completed within the last five years:

- (a) by yourselves
- (b) with a private or public sector partner or partners

4.7.6 If you have answered yes in (b) above, please provide contact details for two referees for examples of your organisation's experience. Note that contact will be made with referees without further reference to you.

- (a) Referee Organisation (private sector)  
Contact Name:  
Title:  
Address:
- (b) Referee Organisation (public sector) Contact Name  
Title:  
Address:

Outline of works / services provided:

Date work commenced:

Date work completed:

Approximate Value:

Works/services provided

Date work commenced

Date work completed

Approximate value

4.7.7 What percentage of your annual workload was/will be carried out in The Bahamas?

2017  
2018  
2019  
2020  
2021(estimated)

## **PART 4 - SELECTION CRITERIA**

### **4.7 Project Delivery and Technical Capability Questionnaire:**

#### **TECHNICAL CAPACITY - RESOURCES**

4.7.8. Provide management/project leader experience, education, and professional qualifications for those leading the management of the provision of the services required. Enclose a Career Resume/Curriculum Vitae for each key person who would be involved in the project, if available.

4.7.9. Provide details of professional and technical staff available for providing the services.

4.7.10 Please confirm that you have no other requirements which will restrict the availability of the staffing or technical resources above which would affect project delivery.

#### **TECHNICAL CAPACITY - INSURANCE**

4.7.11 Provide details of the insurance policies held by your organisation Employer's Liability Compulsory

Insurance Held: Yes / No\* Level of cover: BS \$

Copy available on request: Yes / No\*

Public Liability Insurance

Held: Yes / No\*

Level of cover: BS \$

Copy available on request: Yes / No\*

Professional Indemnity Insurance

Held: Yes / No\*

Level of cover: BS \$

Copy available on request: Yes / No\*

# PART 5 – BID FORM



## Central Bank of The Bahamas Bid Form

**PROJECT NAME: NEW CASH & DATA CENTRE (DESIGN AND CONSTRUCTION) PROJECT**

**PROJECT No. #0067 CBOB-ADM - R – 2019 - 4100 TIN:100087776**

Please complete all items and return with other requested documents by: \_\_\_\_\_

<b>COMPANY INFORMATION</b>					
Business Name				Trading Name of Business	
<b>ADDRESS INFORMATION</b>					
Street			Location/Island/Country		
Telephone1		Telephone2 (Mobile)		Fax:	P. O. Box
Email				Website	
<b>BUSINESS LICENSE &amp; TIN#:</b>		Is Tax Compliance Certificate attached?		Yes <input type="checkbox"/> No <input type="checkbox"/>	#
Business License Number		License Expiration Date: (dd/mm/yyyy)		License Copy Attached?	VAT Tax ID Number (TIN#)
				Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>INSURANCE &amp; NIB INFORMATION</b>					
<i>Please attach copies of NIB Good Standing, and your Liability Insurance Document</i>					
NIB Registration Number		NIB Good Standing Attached?	Liability Insurance Company Name		Insurance Expiration Date
		Yes <input type="checkbox"/> No <input type="checkbox"/>			
Insurance Amount					
<b>OTHER BUSINESS INFORMATION:</b>					
Date Business was founded		Type of Business		Years in business	# of similar jobs
Contact Person 1		Title/Position		Contact Person 2	
<p>Note that should the contract/project be awarded, and should there be a need for the contractor to work within the Bank, a Police Record is required for each worker to assist in establishing their eligibility to enter the Bank's premises. Comprehensive background checks will be conducted on each individual, who may enter the Bank's premises, prior to final agreement of awarded contract. Where relevant, evidence of immigration status is also a requirement. In addition, proper picture ID &amp; NIB numbers will be required for all persons who will be providing services at any of the Bank's properties.</p>					
<b>REFERENCES:</b> (Must be relevant to job being tendered, especially in terms of scope and quality)					
<i>REFERENCES 1</i>					
Business Name, job completed, year completed:					
Contact Information: (Name, Address, Phone, etc...)					
<i>REFERENCES 2</i>					
Business Name, job completed, year completed:					
Contact Information: (Name, Address, Phone, etc...)					
<i>REFERENCES 3</i>					
Business Name, job completed, year completed:					
Contact Information: (Name, Address, Phone etc...)					

Review items overleaf & complete the Form. Attach additional references, documents, & specification details (e.g. materials listing, scheduling, etc.).



**Project  
Request for Proposal – Lead Consultant**

**COST PROPOSAL (also attach full details separately)**

Total Charge for proposed service	Labour Cost (also detail separately)	Materials Cost (also detail separately)	Other Cost (please specify)
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Date Available to start (dd/mm/yyyy)	Total Workdays (# of days of work needed to complete the job)	Total Man-hours (Total job-hours divided by the number of persons working those hours)	Is Overtime factored into cost? (give details separately)
--------------------------------------	---	--	---

Days Intended for onsite work: (Mark all that apply)	Hours intended for work onsite during workdays: (Mark all that apply)
--	---

Sun	Mon	Tue	Wed	Thu	Fri	Sat	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM
-----	-----	-----	-----	-----	-----	-----	-------	------	------	------	------	------	------	------	------	------	-------	-------	-------	------	------	------	------	------	------	------	------	------	-------	-------

How long before contractor starts job onsite after mobilization?	How long before materials required for job are onsite?	Specify the anticipated completion date of the project	Is Overtime factored into cost? (give details separately)
--	--	--	---

**PAYMENT TERMS**

(The Central Bank's policy is to settle by direct electronic payment to the contractor/company bank account, which must be in the contractual name.)

Purchase Order Acceptance	Payment Schedule (when or at what stage, and related amounts, giving details separately, if necessary)	Mobilization (If any, by % or Hold amount)	Back/Post Completion Retention (specify)
---------------------------	--	--	--

Yes  No

**Service Contract Payment Schedule (payments may require work checklist agreed and signed off by CBOB)**

Note: The Bank prefers that payment schedules for long-term contractual arrangements align with service schedules and be no more frequent than once per month.

One time Single event	Only after service	Once Weekly	Every 2 Weeks Bi-weekly	Once per Month	Every 2 Months Bi-monthly	Every 3 Months Quarterly	Every 4 Months Thrice-yearly	Every 6 Months Semi-annually	Once Annually	Yearly	Other
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**SERVICE SCHEDULE**

**Contract Service-Delivery Schedule (CBOB will require evidence of service and related invoicing)**

Note: Contractor must pre-arrange all service visits to the Bank must clear Bank's Security before engaging in work on-site.

One time Single event	Constant (24/7)	Daily	Once Weekly	Every 2 Weeks (Bi-weekly)	Once per Month	Every 2 Months Bi-monthly	Every 3 Months Quarterly	Every 4 Months (Thrice-yearly)	Every 6 Months (Semi-annually)	Once Annually	Yearly
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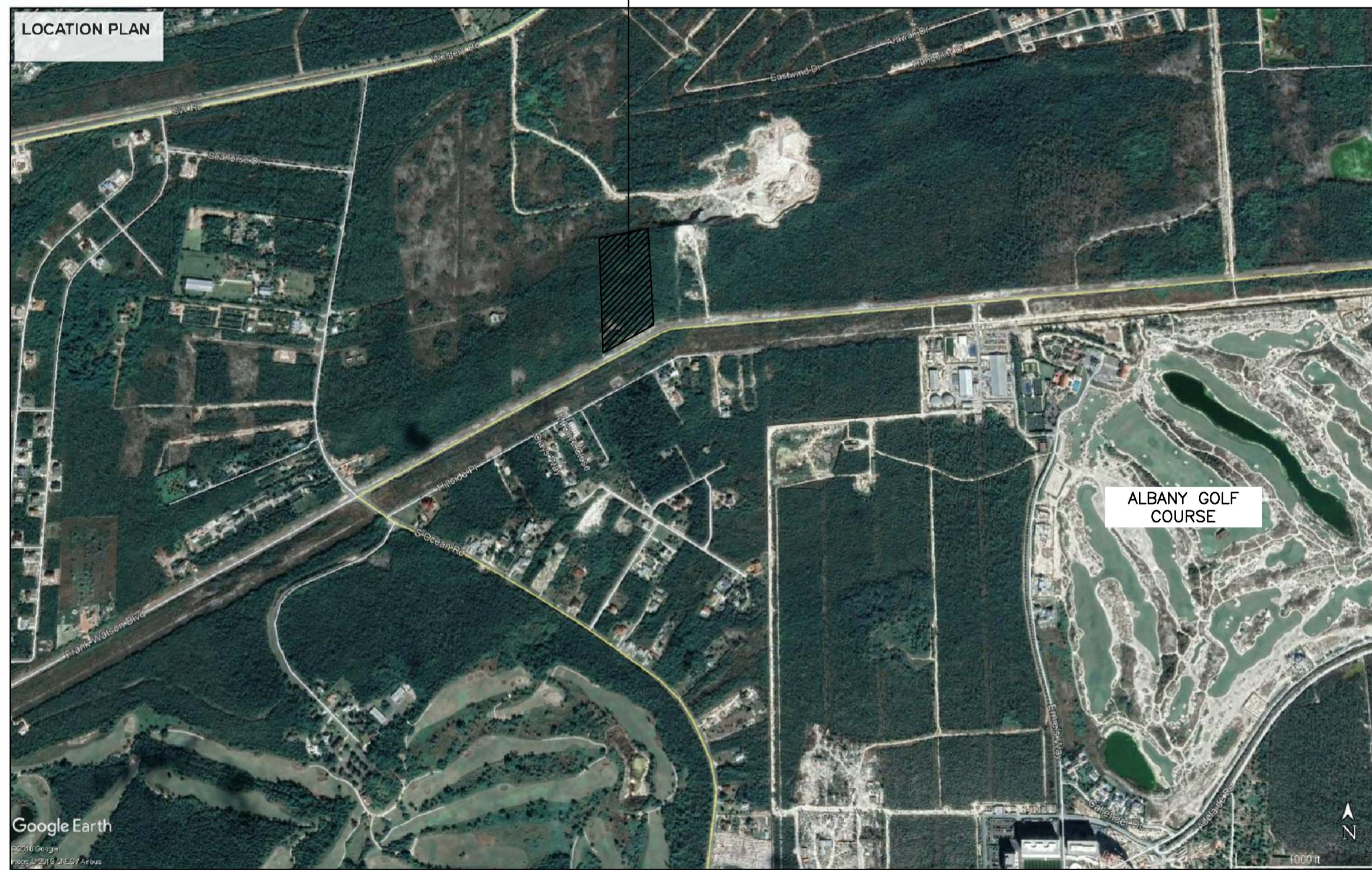
**PAYMENT INFORMATION (The Bank makes payment by electronic funds transfer)**

Bank Name (Contractor's Bank)	Branch Name	Branch Number
Bank Phone Number	Bank Street Address	City/Place
Bank Postal Code	Country	Other Address Information
Account Number at Bank	Routing Number	Account Name

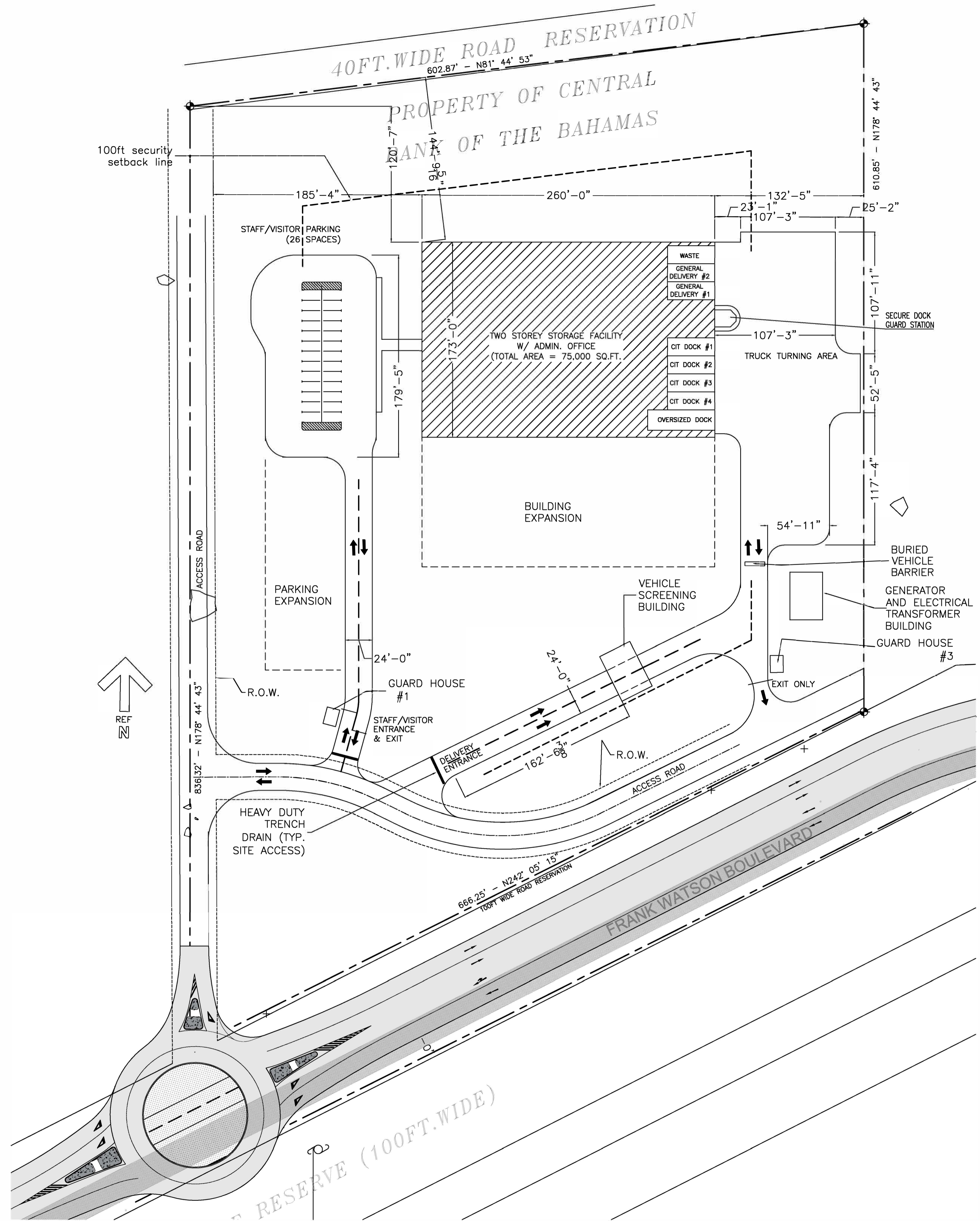
Signatory's Name (PRINT)		
Salutation	First Name	Last Name
Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Other _____		

SIGNATURE	Date (dd-mm-yyyy)
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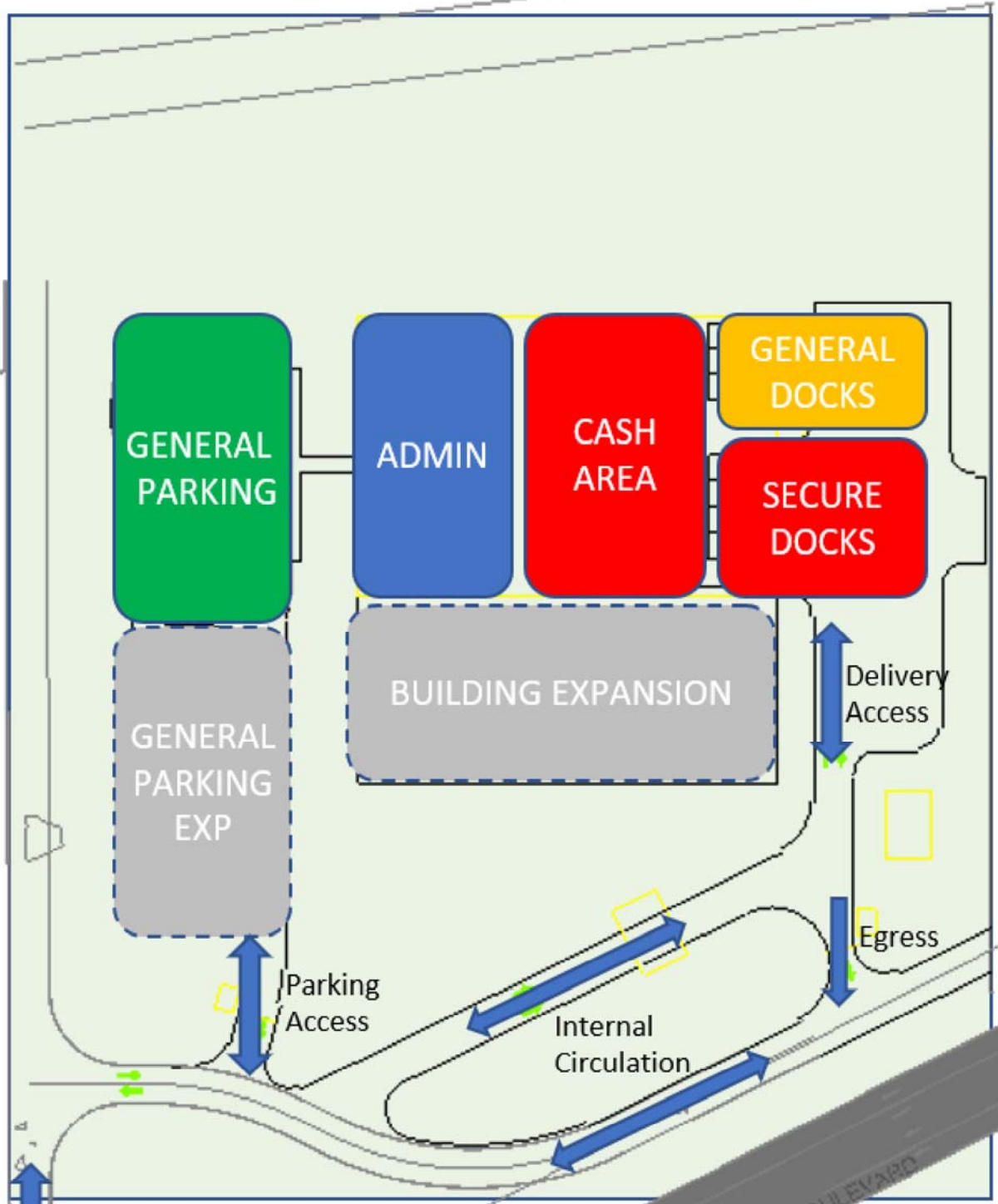
## **Appendix A – SITE PLAN**



B LOCATION PLAN  
NOT TO SCALE



A SITE PLAN  
SCALE: 1" = 50'-0"



FRANK WATSON BOULEVARD

DEVELOPER  
MPC

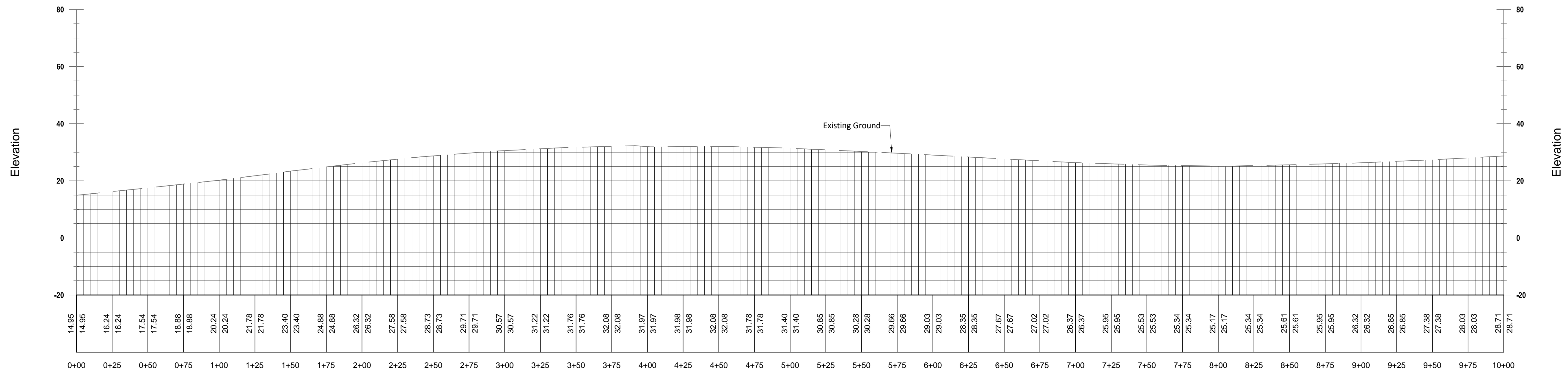
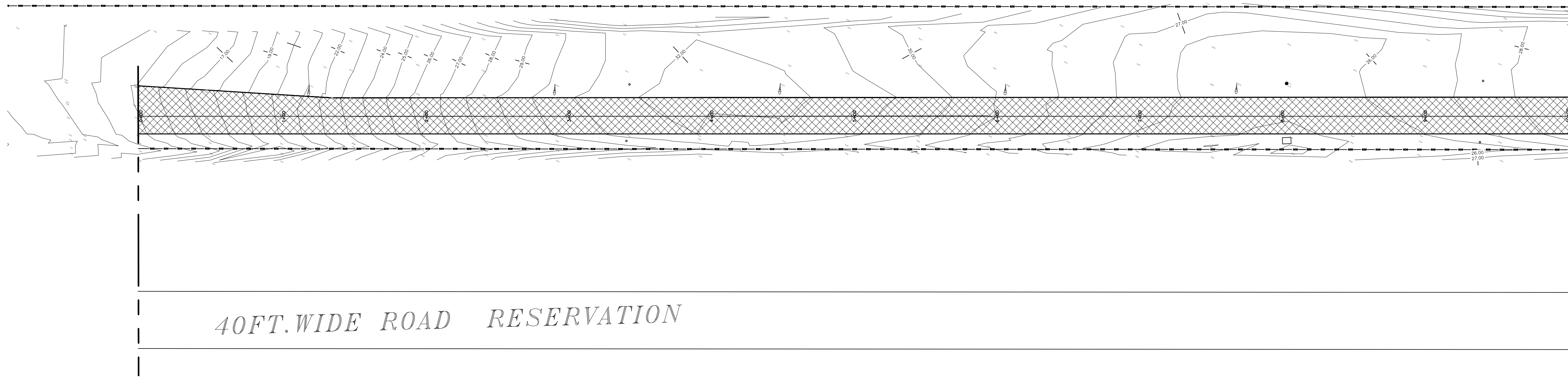
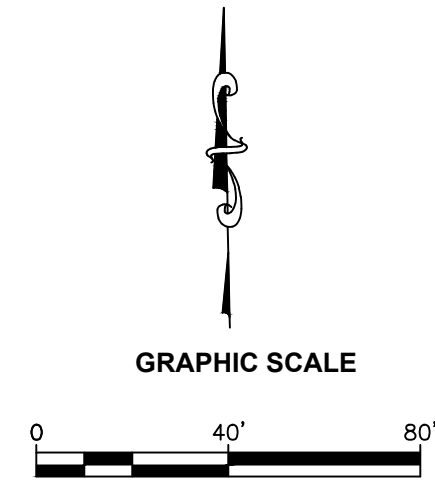
## **Appendix B – Topographical Survey**







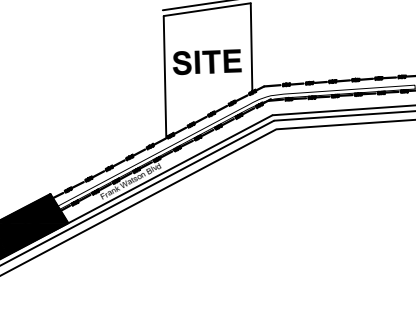




**FRANK WATSON BOULEVARD PROFILE**  
(STA :0+00 - 10+00)

MATCHLINE 1  
REFER TO SHEET C200-003  
FOR CONTINUATION

Key Plan/Location



General Notes

TOPOGRAPHIC SURVEY

No.	Date	Revision/Issue
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Client

**CENTRAL BANK STORAGE FACILITY TOPO**

**CARIBBEAN CIVIL GROUP LIMITED**  
Professional Consulting Engineers  
60 West Hill Road, Nassau  
#74 University Drive  
P.O. Box N-8511  
Nassau, N.P., Bahamas  
PH. (242) 325-6357  
www.caribbeancivilgroup.com

Project No.: <b>NP1120-973</b>	
Drawn By <b>L. Daniel</b>	Checked By <b>RM/DS</b>
Drawing No.: <b>C200-002</b>	Revision: <b>00</b> Scale: <b>1:40</b>
	Date: <b>17 June 2020</b>

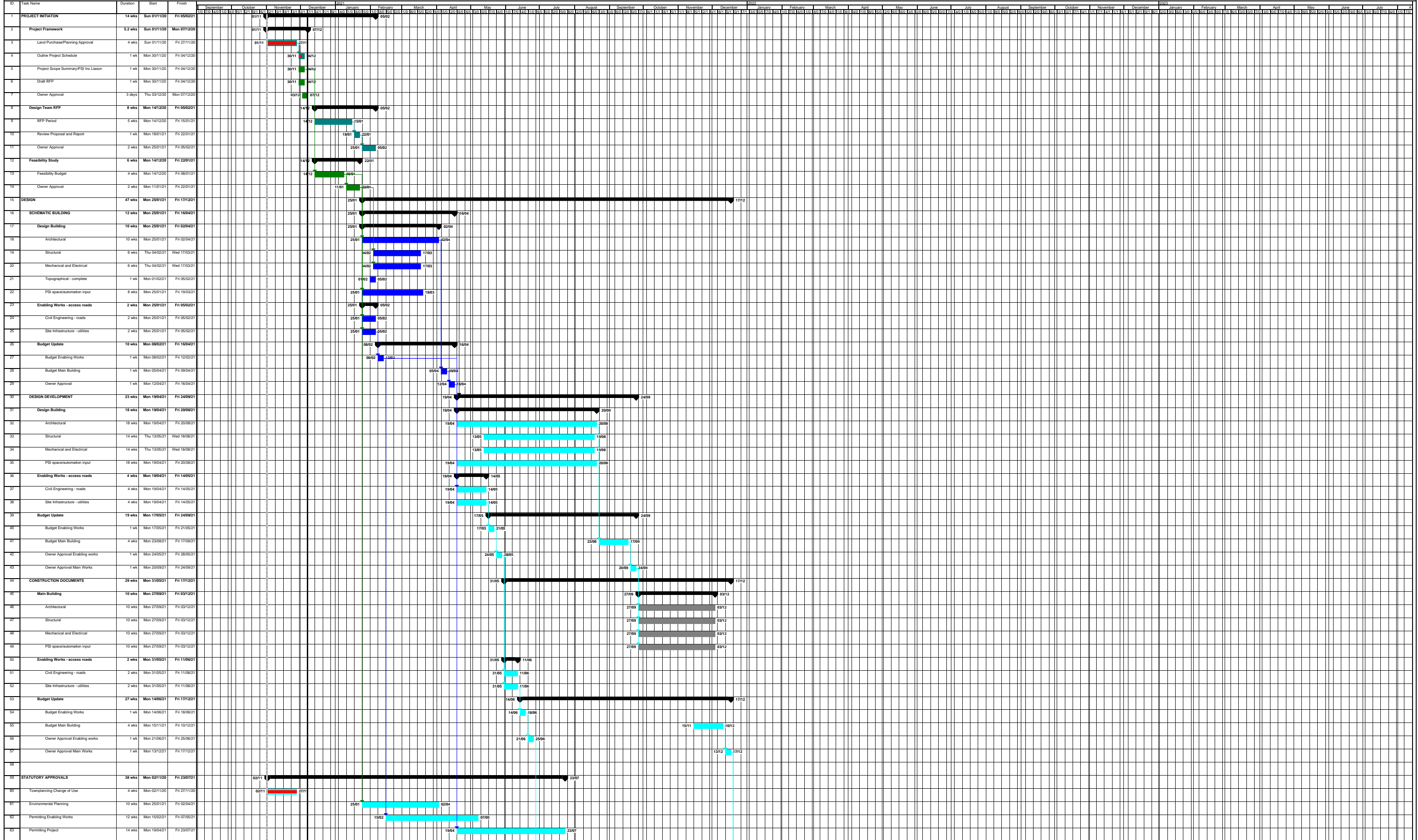
**PLAN & PROFILE**

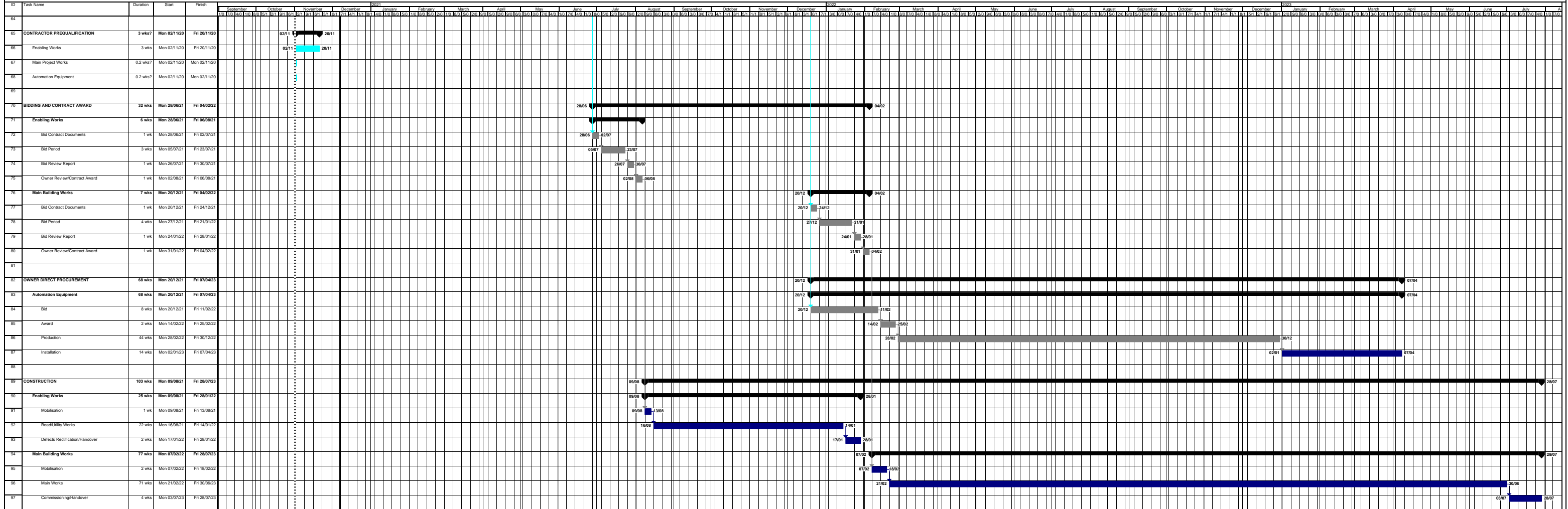






## **Appendix C – PRELIMINARY SCHEDULE**





## **Appendix D – FORM OF AGREEMENT**



# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

<< >>

.3 Substantial Completion date or dates:

<< >>

.4 Other milestone dates:

<< >>

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

<< >>

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

<< >>

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

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

<< >>

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

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.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

<< >>

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

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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.2 Mechanical Engineer:

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.3 Electrical Engineer:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

<< >>

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than << >> (\$ << >> ) for each occurrence and << >> (\$ << >> ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than << >> (\$ << >> ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « » ) each accident, « » (\$ « » ) each employee, and « » (\$ « » ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

### § 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

### § 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

### § 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

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

#### § 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.



## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

#### § 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 << >> ( << >> ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 << >> ( << >> ) visits to the site by the Architect during construction

3.  (  ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4.  (  ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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



Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

### § 8.2 Mediation

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

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

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

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

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

### § 8.3 Arbitration

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

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

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

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

### § 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

« »

- .2 Percentage Basis  
(Insert percentage value)

« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

<< >>

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

<< >>

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus <> percent (<>%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

<< >>

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

Schematic Design Phase	<>	percent (	<>	%)
Design Development Phase	<>	percent (	<>	%)
Construction Documents Phase	<>	percent (	<>	%)
Procurement Phase	<>	percent (	<>	%)
Construction Phase	<>	percent (	<>	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

<< >>

Employee or Category

Rate (\$0.00)

## § 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

<< >>

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of << >> (\$ << >> ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid << >> ( << >> ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

<< >> % << >>

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

<< >>

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

<< >>

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ << >> ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

<< >>

[ << >> ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

<< >>

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

<< >>

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

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

<< >><< >>

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

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

<< >><< >>

\_\_\_\_\_  
(Printed name, title, and license number, if required)

## **Appendix E – Scope of Services Exhibit Example**



**APPENDIX E, Design Phase Deliverables Documentation Requirements, to AIA B101 – 2007 Edition**, consisting of [EIGHT](#) pages, referred to in and part of the **Agreement between Owner and Architect** dated \_\_\_\_\_.

Initials  
 Owner: \_\_\_\_\_  
 Architect: \_\_\_\_\_

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<b>GENERAL DESCRIPTION</b>	<ol style="list-style-type: none"> <li>1. Scope of work narrative</li> <li>2. Comparison of capacities (see "Building Interior" for area comparison) to program</li> <li>3. List of applicable building codes on drawing title sheet</li> <li>4. List of anticipated building code variance requests</li> <li>5. Code Abstract – a compilation of all the applicable codes, regulations, ordinances, etc., that are required by governmental agencies having jurisdiction over the Project</li> </ol>	<ol style="list-style-type: none"> <li>1. Description of construction phasing</li> <li>2. Description of any proposed occupancy within construction area</li> <li>3. Building code review (describe means of compliance for major code issues and building systems)</li> <li>4. Description of water &amp; vapor characteristics of roof &amp; exterior walls</li> <li>5. Design intent document (rough draft)</li> </ol>	<ol style="list-style-type: none"> <li>1. Documentation on drawings as required by building codes</li> <li>2. If multiple bid packages, clear indication of scope of each release</li> <li>3. Identification of construction phasing, including temporary requirements during each phase</li> <li>4. Design intent document (completed design)</li> </ol>
<b>SPECIFICATION</b>	<ol style="list-style-type: none"> <li>1. System &amp; material narrative description</li> </ol>	<ol style="list-style-type: none"> <li>1. Outline specification w/same section numbering as final</li> </ol>	<ol style="list-style-type: none"> <li>1. Complete specification including draft front end documents</li> <li>2. List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products</li> <li>3. For items listed in "Preferred Manufacturers List", a table of specified items that are NOT indicated in PML and the justification for specifying these items</li> <li>4. For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware</li> </ol>

**EXHIBIT B, Design Phase Deliverables Documentation Requirements, to AIA B101 – 2007 Edition**, consisting of [EIGHT](#) pages, referred to in and part of the **Agreement between Owner and Architect** dated \_\_\_\_\_.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<b>SITE</b>	<ol style="list-style-type: none"> <li>1. Site plan(s), to include the following:</li> <li>2. Existing conditions</li> <li>3. Demolition</li> <li>4. Building outline(s)</li> <li>5. Future expansion</li> <li>6. Site entrance</li> <li>7. Roads &amp; driveways</li> <li>8. Parking locations</li> <li>9. Bus stop/shelter (if required)</li> <li>10. Loading dock location</li> <li>11. Waste/recycling collection locations</li> <li>12. Walkway locations</li> <li>13. Stairway locations</li> <li>14. Emergency telephones</li> <li>15. Utility requirements</li> <li>16. Site utilities</li> <li>17. Preliminary grading plan</li> <li>18. Soil retention work, if needed</li> <li>19. Storm water management plan</li> <li>20. Preliminary site lighting layout</li> </ol>	<ol style="list-style-type: none"> <li>1. General dimensions &amp; elevations</li> <li>2. Permanent exterior signage</li> <li>3. Parking/roadway plans &amp; elevations</li> <li>4. Vehicle &amp; pedestrian traffic controls</li> <li>5. Grading plan</li> <li>6. Lighting plan</li> <li>7. Concept details of site fixtures &amp; equipment</li> <li>8. Utility plans, elevations &amp; details</li> <li>9. Sanitary sewer flow calculations</li> <li>10. Plan to address existing hazardous/contaminated materials, if applicable</li> <li>11. Soil erosion and sedimentation control plan (for both construction and occupancy)</li> <li>12. Calculation of site and disturbed areas</li> <li>13. Dewatering plan</li> </ol>	<ol style="list-style-type: none"> <li>1. Extent of construction area</li> <li>2. Area traffic plan, if existing roads/walks are impacted</li> <li>3. Site development phasing</li> <li>4. Construction site access</li> <li>5. Staging area</li> <li>6. Construction signage</li> <li>7. Site details, including landscape</li> <li>8. Pipe sizes</li> <li>9. Connection details</li> <li>10. Copy of local government review comments on utilities and modifications in right(s)-of-way</li> <li>11. Photometrics of proposed site lighting</li> <li>12. Protection requirements for construction, plantings that remain</li> </ol>
<b>LANDSCAPING</b>	<ol style="list-style-type: none"> <li>1. Existing conditions</li> <li>2. Landscaping concept</li> <li>3. Existing irrigation</li> </ol>	<ol style="list-style-type: none"> <li>1. Planting plan</li> <li>2. Irrigation plan</li> </ol>	<ol style="list-style-type: none"> <li>1. Existing tree protection</li> <li>2. Soil preparation &amp; planting specifications</li> <li>3. Guying diagrams</li> <li>4. Piping diagrams</li> <li>5. Pipe sizes</li> <li>6. Landscape and irrigation details and legends</li> </ol>
<b>STRUCTURAL</b>	<ol style="list-style-type: none"> <li>1. Structural scheme</li> <li>2. Written description</li> </ol>	<ol style="list-style-type: none"> <li>1. Foundation plan</li> <li>2. Typical floor framing plan</li> <li>3. Framing plan(s) at unique features</li> <li>4. Main member sizing</li> <li>5. Structural sections</li> </ol>	<ol style="list-style-type: none"> <li>1. Definition of control joints</li> <li>2. Beam, column &amp; slab schedules</li> <li>3. Mechanical and electrical concrete house keeping pads</li> <li>4. Foundation details</li> <li>5. Structural details</li> <li>6. Structural notes</li> <li>7. Calculations</li> </ol>

**EXHIBIT B, Design Phase Deliverables Documentation Requirements, to AIA B101 – 2007 Edition**, consisting of [EIGHT](#) pages, referred to in and part of the **Agreement between Owner and Architect** dated \_\_\_\_\_.

<b>ITEM</b>	<b>SCHEMATIC PHASE</b>	<b>DESIGN DEVELOPMENT PHASE*</b>	<b>CONSTRUCTION DOCUMENT PHASE*</b>
<b><i>BUILDING EXTERIOR ENVELOPE</i></b>	<ol style="list-style-type: none"> <li>1. Typical elevations</li> <li>2. Fenestration layout</li> <li>3. Material designations</li> <li>4. Overall building cross-sections</li> <li>5. Roof layout</li> <li>6. Energy code requirements</li> </ol>	<ol style="list-style-type: none"> <li>1. All building elevations w/dimensional heights</li> <li>2. Typical wall sections</li> <li>3. Parapet &amp; coping details</li> <li>4. Roof &amp; drainage plan</li> <li>5. Exterior door details</li> <li>6. Typical window details</li> <li>7. Details of unique features</li> <li>8. Expansion joint locations</li> <li>9. Large scale building cross-sections</li> </ol>	<ol style="list-style-type: none"> <li>1. Roof-mounted equipment</li> <li>2. Roof details</li> <li>3. Exterior details</li> <li>4. Flashing details</li> <li>5. Control joint definition &amp; details</li> </ol>
<b><i>BUILDING INTERIOR</i></b>	<ol style="list-style-type: none"> <li>1. Typical floor plans (min 1/16" scale) w/ legends</li> <li>2. Demolition</li> <li>3. All room numbers</li> <li>4. Area use identification &amp; area in square ft.</li> <li>5. Mechanical, electrical &amp; other service closets &amp; rooms</li> <li>6. Circulation paths</li> <li>7. Area tabulations compared to program requirements</li> <li>8. Show flexibility for expansion &amp; alterations</li> <li>9. Preliminary layout of major spaces w/ fixed equipment</li> </ol>	<ol style="list-style-type: none"> <li>1. All floor plans (min 1/16" scale)</li> <li>2. Enlarged plans at elevation changes (such as stairs)</li> <li>3. Enlarged plans at toilet rooms</li> <li>4. Reflected ceiling plans</li> <li>5. Wall types, fire ratings, smoke control zones</li> <li>6. Plan to address existing hazardous materials, if applicable</li> <li>7. Fixed seating</li> <li>8. Defined seating, serving, &amp; kitchen facilities</li> <li>9. Equipment &amp; furniture layouts</li> <li>10. Important interior elevations</li> <li>11. Details of unique features</li> <li>12. Details of fixed equipment</li> <li>13. Preliminary finish schedule</li> <li>14. Preliminary door schedule</li> <li>15. Informational signage</li> </ol>	<ol style="list-style-type: none"> <li>1. Dimensioned floor plans</li> <li>2. Enlarged plans</li> <li>3. Partition details</li> <li>4. Interior details</li> <li>5. Interior elevations</li> <li>6. Finish schedules</li> <li>7. Door &amp; hardware schedules</li> <li>8. Room signage</li> <li>9. Schedule of proposed movable equipment that is NOT indicated on documents (for reference)</li> <li>10. Schedule of lab fixtures (turrets, etc.), if</li> </ol>
<b><i>ELEVATORS</i></b>	<ol style="list-style-type: none"> <li>1. Elevator location(s)</li> <li>2. Equipment room location(s)</li> </ol>	<ol style="list-style-type: none"> <li>1. Elevator shaft section</li> <li>2. Equipment description</li> </ol>	<ol style="list-style-type: none"> <li>1. Dimensioned plans</li> <li>2. Sections &amp; details of hydraulic cylinder, if applicable</li> <li>3. Description of shaft sump pit(s)</li> <li>4. Elevator car &amp; equipment support details</li> <li>5. Description of controls &amp; fixtures</li> <li>6. Door &amp; frame details</li> <li>7. Interior details including lighting</li> </ol>

**EXHIBIT B, Design Phase Deliverables Documentation Requirements, to AIA B101 – 2007 Edition**, consisting of [EIGHT](#) pages, referred to in and part of the **Agreement between Owner and Architect** dated \_\_\_\_\_.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<b>HVAC</b>	<ol style="list-style-type: none"> <li>1. Identify all systems</li> <li>2. One-line flow diagrams</li> <li>3. Exterior equipment locations</li> <li>4. Air intake &amp; discharge locations</li> <li>5. Mechanical legend</li> <li>6. Special occupancy zones</li> <li>7. Energy code requirements</li> </ol>	<ol style="list-style-type: none"> <li>1. Updated design criteria for each mechanical system (including room T&amp;H specs, NC levels, etc)</li> <li>2. One-line diagrams and other materials as required to describe the fundamental design concept for all mechanical systems</li> <li>3. Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each"</li> <li>4. Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains</li> <li>5. Plans indicating shaft, chase, recess requirements</li> <li>6. Duct layout for typical spaces</li> <li>7. Equipment schedules (major equipment)</li> <li>8. Equipment locations (with enlarged mechanical plan(s))</li> <li>9. Control diagrams (concept form) for all mechanical and plumbing systems</li> <li>10. Description of major sequences of operation</li> <li>11. Central automation operation</li> <li>12. M/E smoke control scheme</li> <li>13. Preliminary calculations</li> </ol>	<ol style="list-style-type: none"> <li>1. One line flow diagrams for all mechanical systems: chilled water, etc.</li> <li>2. Floor plans with all components and required service access areas drawn to actual scale; and on the plans, indicate duct sizes and airflow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels.</li> <li>3. Control valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #).</li> <li>4. Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale</li> <li>5. Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas.</li> <li>6. In common mechanical space, indication of space zoning by system</li> <li>7. Connection to fire alarm &amp; campus control systems</li> <li>8. Equipment details, including structural support requirements</li> <li>9. Penetration details</li> <li>10. Installation details</li> <li>11. Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system</li> </ol>

**EXHIBIT B, Design Phase Deliverables Documentation Requirements, to AIA B101 – 2007 Edition**, consisting of [EIGHT](#) pages, referred to in and part of the **Agreement between Owner and Architect** dated \_\_\_\_\_.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<b>HVAC (continue)</b>			<b>12.</b> Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring <b>13.</b> Detailed sequences of operation <b>14.</b> Design calculations
<b>PLUMBING &amp; PIPING</b>	<ol style="list-style-type: none"> <li>1. Main water supply</li> <li>2. Restroom location(s)</li> <li>3. Plumbing legend</li> </ol>	<ol style="list-style-type: none"> <li>1. Updated design criteria for each plumbing system (including set points, water quality levels, etc.)</li> <li>2. One-line diagrams, etc. that describe the fundamental design concept for all plumbing systems</li> <li>3. Piping plans (domestic &amp; process) with indication of required service access areas</li> <li>4. Water header diagram</li> <li>5. Central cooling water header diagram</li> <li>6. Steam header diagram</li> <li>7. Steam metering concept</li> </ol>	<ol style="list-style-type: none"> <li>1. Water riser diagram, including assumed fixture counts per floor connection</li> <li>2. Waste and vent riser diagrams including assumed fixture counts per floor connection</li> <li>3. Radiation riser diagram</li> <li>4. Central cooling water riser diagram</li> <li>5. Chilled water riser diagram</li> <li>6. Riser diagrams of other plumbing systems, such as natural gas and pure water</li> <li>7. Foundation drains</li> <li>8. Pipe sizes</li> <li>9. Typical plumbing details, including structural support requirements</li> <li>10. Water heating piping detail</li> <li>11. Coil piping detail</li> <li>12. Convector piping detail</li> <li>13. Penetration details</li> <li>14. Design calculations</li> </ol>
<b>FIRE PROTECTION (MECHANICAL)</b>	<ol style="list-style-type: none"> <li>1. Report documenting adequacy of utility</li> <li>2. Connection to utility</li> <li>3. Location of sprinkler valve</li> <li>4. Sprinkler legend</li> <li>5. Optional Fire Protection systems</li> </ol>	<ol style="list-style-type: none"> <li>1. Riser diagram</li> <li>2. One-line layout</li> <li>3. Fire pump sizing calculations</li> </ol>	<ol style="list-style-type: none"> <li>1. Fire protection service entrance details</li> <li>2. Fire protection plans (including header and riser layout) with indication of any required service access areas</li> <li>3. Pipe sizes</li> <li>4. Typical sprinkler installation details, including structural support requirements</li> <li>5. Penetration details</li> <li>6. Design calculations</li> </ol>

**EXHIBIT B, Design Phase Deliverables Documentation Requirements, to AIA B101 – 2007 Edition**, consisting of [EIGHT](#) pages, referred to in and part of the **Agreement between Owner and Architect** dated \_\_\_\_\_.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<b>LIGHTING</b>		<ol style="list-style-type: none"> <li>1. Typical lighting plans</li> <li>2. Fixture/switching layout</li> <li>3. Fixture types &amp; schedule</li> <li>4. General light fixture descriptions</li> <li>5. Light level calculations</li> <li>6. Energy code requirements</li> </ol>	<ol style="list-style-type: none"> <li>1. Lighting plans, including control devices, switching and circuiting</li> <li>2. Control diagrams</li> <li>3. Installation details, including structural support requirements</li> <li>4. Design calculations</li> <li>5. General notes on conduit and wire sizes for all lighting branch circuits.</li> </ol>
<b>ELECTRIC POWER DISTRIBUTION</b>	<ol style="list-style-type: none"> <li>1. One-line diagrams</li> <li>2. Electric vault locations</li> <li>3. Exterior equipment locations</li> <li>4. Electric closet(s) location(s)</li> <li>5. Electric legend</li> </ol>	<ol style="list-style-type: none"> <li>1. Normal power riser diagram with circuit breaker &amp; fuse sizes</li> <li>2. Emergency power riser diagram with circuit breaker &amp; fuse sizes</li> <li>3. Grounding riser diagrams</li> <li>4. List of equipment on emergency power</li> <li>5. Emergency generator layout</li> <li>6. Equipment layout/sizes, w/receptacles</li> <li>7. Panel locations/ schedules</li> <li>8. Load estimates</li> <li>9. Plan for temporary power during construction</li> </ol>	<ol style="list-style-type: none"> <li>1. Load summary</li> <li>2. Panel schedules</li> <li>3. Details of power service to building</li> <li>4. Power plans, including power cable trays, electrical loads, special and duplex receptacles, and circuiting.</li> <li>5. Plans and details of emergency power generation system and controls</li> <li>6. Connections to other building systems, including fire alarm &amp; HVAC systems</li> <li>7. Details of special terminal devices</li> <li>8. Conduit and wire sizes for services, feeders, and special branch circuits</li> <li>9. General notes on conduit and wire sizes for 20 amp single phase branch circuits</li> <li>10. Grounding details</li> <li>11. MCC details</li> <li>12. Penetration details</li> <li>13. Design calculations</li> </ol>

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<b>ITEM</b>	<b>SCHEMATIC PHASE</b>	<b>DESIGN DEVELOPMENT PHASE*</b>	<b>CONSTRUCTION DOCUMENT PHASE*</b>
<b><i>FIRE ALARM</i></b>	<ol style="list-style-type: none"> <li>1. Connection to Dept of Public Safety</li> <li>2. Panel locations</li> </ol>	<ol style="list-style-type: none"> <li>1. Riser diagram</li> <li>2. Fire alarm zones</li> <li>3. Smoke zones</li> <li>4. Device locations</li> </ol>	<ol style="list-style-type: none"> <li>1. Indication of connection to fire alarm, HVAC &amp; central campus monitoring systems</li> <li>2. Connection details</li> </ol>
<b><i>COMMUNICATIONS (INCLUDING VOICE, DATA, VIDEO &amp; A/V SYSTEMS)</i></b>	<ol style="list-style-type: none"> <li>1. Building &amp; local distribution</li> <li>2. Frame closet locations &amp; size</li> <li>3. Cable tray locations</li> </ol>	<ol style="list-style-type: none"> <li>1. Riser diagrams</li> <li>2. Voice/data utility outlet locations</li> <li>3. Conduit and cable tray plans</li> <li>4. Material cut-sheets</li> <li>5. Description of audio/visual systems</li> <li>6. Audio/visual equipment locations (indicate hangers, cabinets &amp; connection boxes)</li> </ol>	<ol style="list-style-type: none"> <li>1. Communications plans that indicate the location of all voice, data &amp; video outlets</li> <li>2. Details of telecommunications service to building</li> <li>3. Backboard layout &amp; connection diagrams</li> <li>4. Cable schedule</li> <li>5. Connection details</li> <li>6. Structural support requirements</li> <li>7. Audio/visual equipment list</li> <li>8. Audio/visual system riser diagram(s)</li> </ol>
<b><i>SECURITY SYSTEMS</i></b>		<ol style="list-style-type: none"> <li>1. General security / CCTV system description</li> <li>2. General description of card access system</li> <li>3. Security system riser diagrams</li> <li>4. Security equipment locations</li> <li>5. Card access equipment closet layout &amp; elevations</li> </ol>	<ol style="list-style-type: none"> <li>1. Riser diagrams</li> <li>2. Equipment closet layout &amp; elevations</li> <li>3. Concealed and exposed raceways</li> <li>4. Installation details</li> </ol>
<b><i>OTHER GRAPHICS</i></b>	<ol style="list-style-type: none"> <li>1. Rendering(s), models, or other graphics as necessary to clearly present concept</li> </ol>		

**EXHIBIT B, Design Phase Deliverables Documentation Requirements, to AIA B101 – 2007 Edition**, consisting of [EIGHT](#) pages, referred to in and part of the **Agreement between Owner and Architect** dated \_\_\_\_\_.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE*	CONSTRUCTION DOCUMENT PHASE*
<b>COST</b>	1. Preliminary cost estimate (system-by-system acceptable – <i>Collaborate with Construction Manager</i> )	1. Updated cost estimate by materials ( <i>collaborate with Construction Manager</i> )	1. Updated cost estimate ( <i>Collaborate with Construction Manager</i> )
<b>NOTES</b>	1. All movable furnishings & artwork are considered to be independent of the Architectural design project 2. Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work. 3. No individual volume of drawings is to exceed 25 lbs in weight. No individual specification book volume is to exceed three		

**\* THE FOLLOWING ITEMS ARE REQUIRED IN ADDITION TO ITEMS IN PREVIOUS STAGES OF DESIGN (WHICH ARE TO BE FURTHER DEVELOPED DURING THE INDICATED PHASE.)**

*NOTE: THE ARCHITECT SHALL PROVIDE THE OWNER, OWNER’S REPRESENTATIVE, AND CONSTRUCTION MANAGER A PROGRESS SET OF DESIGN DOCUMENTS, WHICH SHALL INCLUDE BUT NOT LIMITED TO PLANS AND SPECIFICATIONS, AT MINIMUM BI-WEEKLY. THE PURPOSES OF THE PROGRESS DESIGN DOCUMENTS ARE TO KEEP ALL PARTIES INFORMED OF THE ARCHITECT’S PROGRESS AND TO ALLOW THE CONSTRUCTION MANAGER TO REVIEW AND RENDER CONTINUOUS FEEDBACK OF PROJECT COST/BUDGET BASED ON THE ARCHITECT’S PROGRESS.*



## **Appendix F – Fee Breakdown Example**

## FEE EXECUTIVE SUMMARY ANALYSIS - Central Bank Cash and Data Centre

Item	Discipline	Lump Sum Fee (%) split	Total
1	Architectural Services	0%	\$ -
2	Structural Engineering	0%	\$ -
3	Mechanical and Electrical Engineering	0%	\$ -
4	Civil Engineering Hardscape with site boundary	0%	\$ -
5	Interior Design	0%	\$ -
6	LEED Services	0%	\$ -
<b>TOTAL LUMP SUM FEE</b>			<b>\$ -</b>
<b>2</b>	<b>Hourly Rates</b>		
2.1	<i>For additional services beyond basis services please confirm hourly rates for each classification of employee including principals</i> <i>Consultant to insert as appropriate</i>		<b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b>
<b>3</b>	<b>Reimbursable Expenses</b>		
3.1	<i>For reimbursable expenses the following % shall be added:</i> <i>As per RFP to be invoiced at cost</i>		%
<b>4</b>	<b>Payment Terms</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		
<b>5</b>	<b>Fee Options</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		

## FEE EXECUTIVE SUMMARY ANALYSIS - Central Bank Cash and Data Centre

Item	Discipline	Lump Sum Fee (%) split	Total
<b>1</b>	<b>Architectural Services</b>		
1.1	Pre-Construction Services		
a	Schematic Design Phase	0%	\$ -
b	Design Development Phase	0%	\$ -
c	Construction Documents Phase	0%	\$ -
e	Bidding or Negotiation	0%	\$ -
1.2	Construction Services	0%	\$ -
a	Construction Administration	0%	\$ -
<b>TOTAL LUMP SUM FEE to Executive Summary</b>			<b>\$ -</b>
<b>1.2</b>	<b>Hourly Rates</b>		
	<i>For additional services beyond basis services please confirm hourly rates for each classification of employee including principals</i>		
2.1	<i>Consultant to insert as appropriate</i>		<b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b>
<b>1.3</b>	<b>Reimbursable Expenses</b>		
	<i>For reimbursable expenses the following % shall be added:</i>		<b>%</b>
3.1	<i>As per RFP to be invoiced at cost</i>		
<b>1.4</b>	<b>Payment Terms</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		
<b>A5</b>	<b>Fee Options</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		

**FEE EXECUTIVE SUMMARY ANALYSIS - Central Bank Cash and Data Centre**

Item	Discipline	Lump Sum Fee (%) split	Total
<b>1</b>	<b>Structural Engineering Services</b>		
1.1	Pre-Construction Services		
a	Schematic Design Phase	0%	\$ -
b	Design Development Phase	0%	\$ -
c	Construction Documents Phase	0%	\$ -
e	Bidding or Negotiation	0%	\$ -
1.2	Construction Services	0%	\$ -
a	Construction Administration	0%	\$ -
	<b>TOTAL LUMP SUM FEE to Executive Summary</b>		\$ -
<b>1.2</b>	<b>Hourly Rates</b>		
	<i>For additional services beyond basis services please confirm hourly rates for each classification of employee including principals</i>		
2.1	<i>Consultant to insert as appropriate</i>		<b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b>
<b>1.3</b>	<b>Reimbursable Expenses</b>		
	<i>For reimbursable expenses the following % shall be added:</i>		
3.1	<i>As per RFP to be invoiced at cost</i>		%
<b>1.4</b>	<b>Payment Terms</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		
<b>A5</b>	<b>Fee Options</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		

**FEE EXECUTIVE SUMMARY ANALYSIS - Central Bank Cash and Data Centre**

Item	Discipline	Lump Sum Fee (%) split	Total
<b>1</b>	<b>Mechanical and Electrical Engineering Services</b>		
1.1	Pre-Construction Services		
a	Schematic Design Phase	0%	\$ -
b	Design Development Phase	0%	\$ -
c	Construction Documents Phase	0%	\$ -
e	Bidding or Negotiation	0%	\$ -
1.2	Construction Services	0%	\$ -
a	Construction Administration	0%	\$ -
	<b>TOTAL LUMP SUM FEE to Executive Summary</b>		\$ -
<b>1.2</b>	<b>Hourly Rates</b>		
	<i>For additional services beyond basis services please confirm hourly rates for each classification of employee including principals</i>		
2.1	<i>Consultant to insert as appropriate</i>		<b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b>
<b>1.3</b>	<b>Reimbursable Expenses</b>		
	<i>For reimbursable expenses the following % shall be added:</i>		%
3.1	<i>As per RFP to be invoiced at cost</i>		
<b>1.4</b>	<b>Payment Terms</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		
<b>A5</b>	<b>Fee Options</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		

**FEE EXECUTIVE SUMMARY ANALYSIS - Central Bank Cash and Data Centre**

Item	Discipline	Lump Sum Fee (%) split	Total
<b>1</b>	<b>Site Infrastructure Services</b>		
1.1	Pre-Construction Services		
a	Schematic Design Phase	0%	\$ -
b	Design Development Phase	0%	\$ -
c	Construction Documents Phase	0%	\$ -
e	Bidding or Negotiation	0%	\$ -
1.2	Construction Services	0%	\$ -
a	Construction Administration	0%	\$ -
	<b>TOTAL LUMP SUM FEE to Executive Summary</b>		\$ -
<b>1.2</b>	<b>Hourly Rates</b>		
	<i>For additional services beyond basis services please confirm hourly rates for each classification of employee including principals</i>		
2.1	<i>Consultant to insert as appropriate</i>		<b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b>
<b>1.3</b>	<b>Reimbursable Expenses</b>		
	<i>For reimbursable expenses the following % shall be added:</i>		%
3.1	<i>As per RFP to be invoiced at cost</i>		
<b>1.4</b>	<b>Payment Terms</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		
<b>A5</b>	<b>Fee Options</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		

**FEE EXECUTIVE SUMMARY ANALYSIS - Central Bank Cash and Data Centre**

Item	Discipline	Lump Sum Fee (%) split	Total
<b>1</b>	<b>Interior Design Services</b>		
1.1	Pre-Construction Services		
a	Schematic Design Phase	0%	\$ -
b	Design Development Phase	0%	\$ -
c	Construction Documents Phase	0%	\$ -
e	Bidding or Negotiation	0%	\$ -
1.2	Construction Services	0%	\$ -
a	Construction Administration	0%	\$ -
	<b>TOTAL LUMP SUM FEE to Executive Summary</b>		<b>\$ -</b>
<b>1.2</b>	<b>Hourly Rates</b>		
	<i>For additional services beyond basis services please confirm hourly rates for each classification of employee including principals</i>		
2.1	<i>Consultant to insert as appropriate</i>		<b>B\$/hr</b>
			<b>B\$/hr</b>
			<b>B\$/hr</b>
			<b>B\$/hr</b>
			<b>B\$/hr</b>
			<b>B\$/hr</b>
<b>1.3</b>	<b>Reimbursable Expenses</b>		
	<i>For reimbursable expenses the following % shall be added:</i>		
3.1	<i>As per RFP to be invoiced at cost</i>		<b>%</b>
<b>1.4</b>	<b>Payment Terms</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		
<b>A5</b>	<b>Fee Options</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		

**FEE EXECUTIVE SUMMARY ANALYSIS - Central Bank Cash and Data Centre**

Item	Discipline	Lump Sum Fee (%) split	Total
<b>1</b>	<b>LEED Services</b>		
1.1	Pre-Construction Services		
a	Schematic Design Phase	0%	\$ -
b	Design Development Phase	0%	\$ -
c	Construction Documents Phase	0%	\$ -
e	Bidding or Negotiation	0%	\$ -
1.2	Construction Services	0%	\$ -
a	Construction Administration	0%	\$ -
	<b>TOTAL LUMP SUM FEE to Executive Summary</b>		\$ -
<b>1.2</b>	<b>Hourly Rates</b>		
	<i>For additional services beyond basis services please confirm hourly rates for each classification of employee including principals</i>		
2.1	<i>Consultant to insert as appropriate</i>		<b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b> <b>B\$/hr</b>
<b>1.3</b>	<b>Reimbursable Expenses</b>		
	<i>For reimbursable expenses the following % shall be added:</i>		<b>%</b>
3.1	<i>As per RFP to be invoiced at cost</i>		
<b>1.4</b>	<b>Payment Terms</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		
<b>A5</b>	<b>Fee Options</b>		
	<i>Please indicate below payment terms including any requirement for a retainer</i>		