

REQUEST FOR PROPOSALS FOR COST CONSULTATION SERVICES

Master Campus Plan Cooper University Health Care – Camden, New Jersey 15 June 2023

Your firm is hereby given notice of an opportunity to submit a Proposal for cost consultation and estimating services for the Master Campus Plan for Cooper University Health Care. This request for proposals is a competitive selection process to engage a firm to provide cost estimating during design and construction for this project. The specific requirements for this proposal are set forth below.

A. PROJECT DESCRIPTION

1. Brief Overview

Hammes Company has been engaged by Cooper as program manager for the Master Campus Plan ("Project"). The Project is planned for a multi-year, multi-phased program on the site of the existing academic medical campus located in Camden, NJ.

Cooper University Health Care ("Cooper") is the leading academic health system in South Jersey. Cooper is comprised of a 663-bed tertiary care hospital, South Jersey's only Level I trauma center, MD Anderson at Cooper, Children's Regional Hospital at Cooper, the only Level II pediatric trauma center in the Delaware Valley, one of the largest physician groups in the region, three urgent care centers, and more than 100 outpatient offices in South Jersey and Pennsylvania. Large multispecialty centers in Camden, Cherry Hill, Voorhees, Willingboro and soon in Moorestown make it easy to schedule appointments for multiple services in a convenient location.

Cooper University Hospital is an academic, tertiary care medical center affiliated with Cooper Medical School at Rowan University and is located on the Health Sciences Campus in Camden. Cooper has a long history in the city of Camden and is playing a prominent role in its revitalization. Cooper Medical School at Rowan University has approximately 430 students, 1800 faculty members, and since its inception in 2012, graduated over 350 new physicians.

Annually, Cooper has approximately 30,000 hospital admissions, more than 1.7 million patient visits, and 400,000 outpatient hospital encounters. Cooper's primary service area is in Camden, Burlington, and Gloucester Counties and secondary service area is in Atlantic, Cape May, Cumberland, and Salem Counties.

Cooper University Health Care's mission is **To Serve. To Heal. To Educate.**

Our Team Approach: Talented, diverse professionals are central to accomplishing project goals. Their ability to collaborate at a high-level will be key to any project's success. It is Cooper's intent to build a culture of trust among the team, framing constructive attitudes and requiring leadership finesse by all parties. All principal team members will be expected to maintain a balanced focus on forward progress and value creation for the project, while maintaining accountability for every team member to control cost, quality, and schedule.

Cooper and Program Manager will have overall responsibility for directing the design and construction efforts, coordinating all team members so they will provide their necessary services in a complete and timely manner. They will drive the rapid and dependable internal decision-making and bi-directional reporting between the design and construction teams and Cooper leadership. They will also assure that sufficient funds are available to complete the project within the current budget estimates. Hammes Healthcare will assist Cooper's Design & Construction group in this role.

The **Architect/Engineers of Record ("AE")** will contract directly with Cooper and are to lead the research, program validation, ideation, best practice application, budget adherence, design, design schedule adherence, standard of care execution, documentation, and construction administration for the project to meet the project goals and objectives, regulatory guidelines, and the scope approved by Cooper. HKS & Array Architects are engaged on programming and pre-design activities. Geotechnical and Site/ Cost consultants will be direct to Cooper with selection being accomplished end of June 2023.

The **Construction Manager ("CM")** will contract directly with Cooper and, during the design phase, will be an advisor on construction methods and costs, through continuous cost modeling. The CM will lead value engineering efforts through a capable in-house source or by having subcontractors' resources. During the construction phase, the CM will lead the construction planning, procurement of labor and materials, installation, and coordinate commissioning. The Construction Manager will be direct to Cooper with selection being accomplished end of July 2023.

2. Scope of the Project

Cooper's Master Plan guiding principles have been described within Exhibit A.

To further its mission, Cooper will soon begin the significant, multi-year, multi-phased project on the site of the existing academic medical campus located in Camden, New Jersey. The Project will be accomplished in two (2) phases, as described within the below bullets. The scope of this engagement will include Phase 1 as the project scope. Phase 2 will be accomplished as a future additional engagement.

- Phase 1
 - Tower A (264,000 BGSF per Exhibit A) Programming, Conceptual, Schematic, Design Development, Construction Documentation and Construction Phases. This Project will include any of the campus wide infrastructure that will be located inside this Tower or required for occupancy and to maintain the existing campus. Preconstruction and construction management services will be provided by the CM to support this approach along with Cost Consultation.
 - Towers B (265,800 BGSF per Exhibit A) and C (523,000 BGSF per Exhibit A) Programming, Conceptual, and Schematic Design Phases. This Project will include any of the campus wide infrastructure that will be located inside these Towers or required for occupancy. Preconstruction services will be provided by the CM to support this approach along with Cost Consultation.
 - The anticipated construction budget and total project budget for Tower A are \$157,000,000 and \$265,000,000, respectively, to be confirmed by the CM along with Cost Consultant.
 - The anticipated construction budget and total project budget for Towers B and C are \$641,000,000 and \$1,084,000,000 respectively to be confirmed by the CM and with Cost Consultant.
- Phase 2 (not included in this engagement) will include the cost consultation for design completion of Towers B and C (DD Phase and CD Phase), Construction of Towers B and C, demolition design for the existing Dorrance Building in a two-phase approach, and infrastructure design for components located in the B&C Towers or required for their occupancy. A separate fee will be requested in the future.

B. PROJECT SCHEDULE

Program Manager has established the following summary schedule per the Master Program Schedule (Exhibit B). This project schedule is provided solely for the purpose of preparing a proposal for cost consultant services.

1. Summary Schedule

3/13/23 – 7/7/23	Tower A Pre-Design Phase
5/15/23 – 10/13/23	Towers B & C Pre-Design Phase
10/9/23 – 4/5/24	Tower A Early Site Work & Foundation CDs
7/8/24 – 10/30/26	Tower A Construction

2. Cost Consulting Services RFP Timeline

6/15/23	Issue request for proposals
6/16/23	Deadline for RFP acknowledgement of receipt and intent to respond
6/16/23 – 6/23/23	Site Visit (upon request)
6/27/23	Deadline for RFP clarification / questions (12:00n EST)
6/30/23	Responses to questions received (shared with all)
7/7/23	Deadline for receipt of proposals (3:00pm EST)
7/21/23	Selected firm announcement
Week of 7/31/23	Kick-off meeting

C. SCOPE OF SERVICES

The successful Cost Estimator will provide the services as described below. Please note that this is not intended to be a fully descriptive list of every possible task that needs to be performed. Given the depth of experience represented by the firms being considered, Cooper and the Program Manager expect that each firm is well aware of what goes into providing cost estimating services to support design and construction for a project of this scope and scale and we are seeking the full complement of services from start to finish. The following items are intended to identify the major expectations of the successful firm. If there are questions regarding scope that will have a material impact on this proposal, please request further clarification.

Diversity: Cooper values diversity in its work force, patient population, and with our partner companies. Cooper expects the successful firm to take affirmative steps to strongly consider contracting opportunities for minority-owned, women-owned, and veteran-owned businesses. As used in this RFP, the terms “minority owned business”, “women-owned business”, and “veteran-owned business” means a business is at least fifty-one percent (51%) owned and controlled by minority group members, women, or veterans. For purposes of this definition, “minority group members” are African Americans, Spanish speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and Native Americans.

Pre-Construction Phase: Selected firm will provide the cost consultation professional services to support the AE’s conceptual design (stacking plan, exterior schemes, MEP narratives, and infrastructure narratives for Towers A, B and C and campus infrastructure to include, but not limited to:

- Create milestone construction cost estimates; one at conceptual design, one for schematic design, and one design development estimate along with one progress construction documents milestones as well as other milestones agreed upon by the project team to support design development and the project schedule. Cooper will solicit a Cost Consultant, construction cost estimates should be reconciled within 5% of each firms’ above estimates with the GMP being within 3% reconciliation.
- Your cost estimates reconciliation will occur with the Design Team, Construction Manager, and Owner simultaneously. Anticipate [2] meetings per reconciliation. Also anticipate attending [5] Project Meetings to understand and become familiar with the Project and status of design.
- Estimates may be developed into detail as agreed by CM & Cost Consultant into similar CSI formats and into sufficient detail such for Tower A core/shell construction, Tower A site work, Tower A department/tenant buildout construction estimates.
- Construction Cost Estimates will address Campus Infrastructure Improvements construction estimates.

Construction Administration: Selected firm will provide construction administration services throughout the course of the Tower A Construction Phase. Cost consultant will generate RFI responses or cost events as submitted by the CM on average within five (5) days upon receipt and submittal responses on average within ten (10) days upon receipt. In addition, site visits to consult with Cooper and Hammes will be conducted and documented during the Tower A Construction Phase as appropriate for the construction being accomplished at the time. Remote meetings will also be required. Construction is anticipated to be twenty-eight (28) months.

D. PROPOSAL REQUIREMENTS

The Proposal(s) for cost consultation services shall provide the information necessary for an evaluation of each firm by Cooper and the Program Manager.

Questions are to be electronically submitted by 27 June 2023 (12pm EST) to Mark Tufaro, VP at Hammes Company Healthcare - mtufaro@hammes.com

Proposals shall include all eight (8) sections as described on Pages 6 -8 (Proposal Format) of this RFP. Proposals shall not exceed ten (10) pages, double sided, excluding fee proposal, similar project profiles, and summary team resumes, and are to be electronically submitted by date and time noted to:

- Faith Orsini, VP of Design & Construction – orsini-faith@cooperhealth.edu
- Robert Stag, Manager Contracting – stag-robert@cooperhealth.edu
- Mark E Tufaro, VP at Hammes Company Healthcare – mtufaro@hammes.com
- John Delli Carpini, Sr PEx at Hammes Company Healthcare – jdelli@hammes.com

There shall be ***no direct communication*** with Cooper senior management, staff or Selection Committee members upon receipt of the RFP through cost consultant firm selection announcement. Any communication could result in firm disqualification. All questions should be directed through the Program Manager noted above.

E. PROPOSAL FORMAT FOR COST CONSULTATION SERVICES

Cover Letter

Table of Contents

Section 1.0 - Executive Summary

Please provide a brief summary which describes and highlights the experience, qualifications and particular expertise for this project for each of the firms being proposed to meet the basic services scope of work.

Section 2.0 - Company Information

- 2.1 Discuss the Firm's background, ownership and proposed contact office.
- 2.2 Indicate if the firm is currently licensed in New Jersey.
- 2.3 A description of any litigation involving the firm in the last five years.
- 2.4 Has the firm, under its current name or any predecessor names, ever declared bankruptcy?
- 2.5 Has the firm ever been dismissed from work on a project in the last five years? Describe the circumstances.
- 2.6 Describe any fiduciary arrangements with manufacturers or distributors.
- 2.7 Provide Proof of Insurance.

Section 3.0 – Project Planning & Management Team

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

- 3.1 Project Team Organization Chart or matrix indicating staff and structure for each phase of the project.
- 3.2 How your firm would address turnover of personnel assigned to the Project.
- 3.3 Your knowledge of the Project location and how that experience will bring value to Cooper and this Project.

Section 4.0 – Tower A & Master Campus Plan Approaches

Please provide a narrative describing your approach for the items listed below.

- 4.1 Your approach to investigating and securing approvals and adjustments to current entitlements.
- 4.2 Your approach to working with the Cooper, Program Manager, Architect, and Contractor in supporting a target value design (TVD) approach.
- 4.3 Describe any additional services your firm provides that may be beneficial to Cooper and the Project's success.
- 4.4 Demonstrate results of accurate cost estimates. To demonstrate accuracy of cost estimating through schematic design, submit recent history of your design and construction cost estimates (10 minimum) compared to actual bid results of these projects. Firm will be judged on the volume, breadth, and estimate accuracy of the submitted data.

Section 5.0 – Standard Form of Agreement

Provide a sample contract you have executed on similar projects for Cooper review. Or confirm an unmodified AIA Document C103-2015 (Exhibit C) is satisfactory for engagement. We expect this consultant to offer any clarification & exclusions from the referenced agreement. The AIA is attached for your use and completion.

Section 6.0 – Fee Proposal (not included in the 10-page limit)

Exhibit D shall be provided populated and included in your proposal. Additional pages can be added to address additional team members and hourly rates.

Section 7.0 – Project Experience (not included in the 10-page limit)

Please provide descriptions of five (5) projects of similar scope and complexity to the project described earlier in this RFP and which involved your proposed team. Emphasis should be placed on those projects involving the firms and personnel to be assigned to this project. Each project profile shall include a reference for the project to include the reference's name, title, role on the project and contact information.

Section 8.0 – Team Member Resumes (not included in the 10-page limit)

Summary resumes of each proposed team member (no more than 1 page per resume). Resume shall include two individual references per proposed team member.

F. OWNER'S DISCRETION

Owner, at its discretion, may:

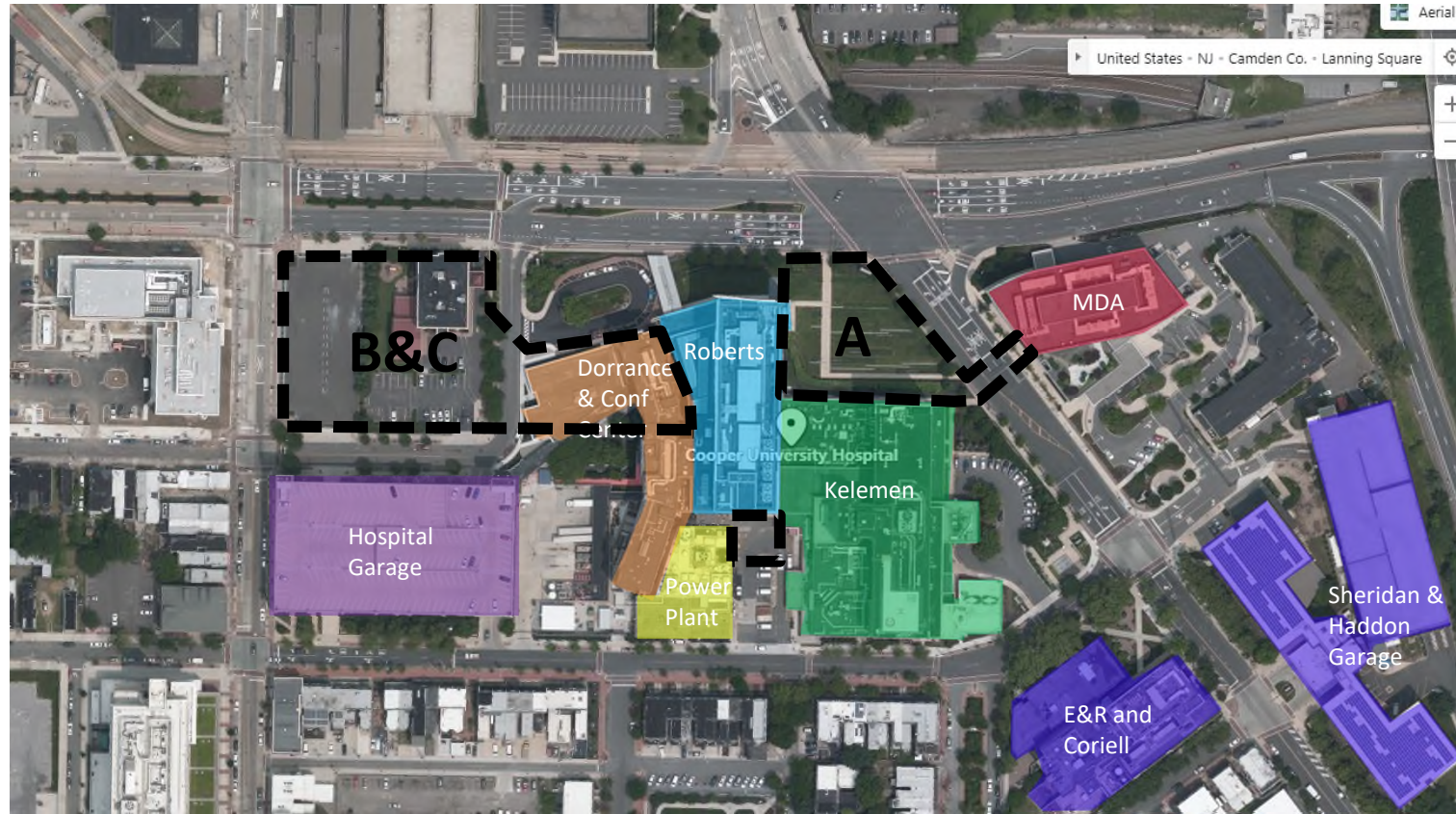
1. Choose not to accept any or all proposals submitted in response to this RFP.
2. Use additional selection criteria, at its own discretion, not identified in this document.
3. Make an award, at its own discretion, based on factors other than the fee proposal.
4. Retain all documents submitted in response to this proposal; however, it will not make public any confidential information provided such information is clearly identified.

G. EXHIBITS

- A. Master Campus Plan dated December 14, 2021
 - B. Master Program Schedule
 - C. Sample Modified AIA Document C202-2015, Standard Form of Agreement Between Owner and Consultant
 - D. Cost Consultant Proposal Fee, Reimbursable Expenses & Hourly Rates
 - E. Insurance Requirements
 - General Liability
\$2,000,000.00 Combined Single Limit for Bodily Injury and Property Damage
 - Employers Liability
\$2,000,000.00
 - Automobile Liability
\$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage
 - Workers Compensation
\$1,000,000.00
 - Errors & Omissions
\$2,000,000 General Aggregate
- To Owner: Copper University Health Care

Master Campus Plan Guiding Principals

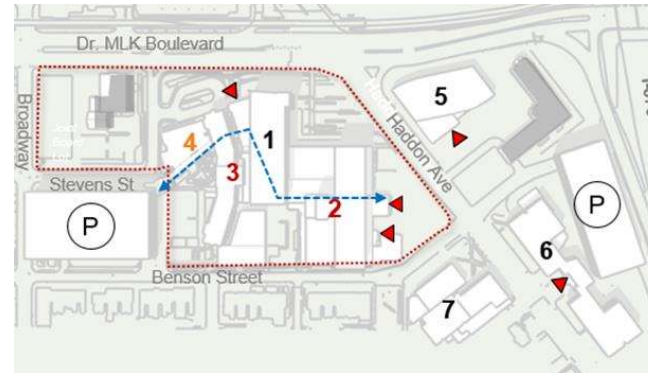
- Existing space *insufficient* and *inefficient*
 - Clinical, Ancillary, Support, Education & Research space needs
 - Eliminate the negative impact on patient and staff experience, & operational efficiency
- Address aging plant and infrastructure
- No long-term investment in Kelemen & Dorrance
- Provide for *continued growth* and *future flexibility*



Campus Opportunities

Hospital:

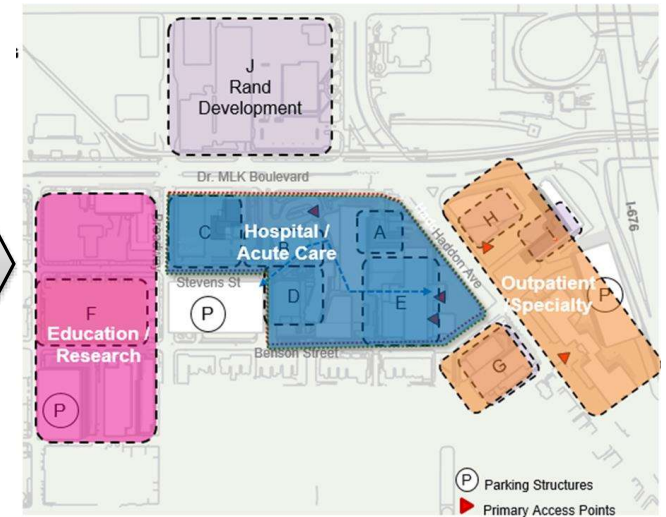
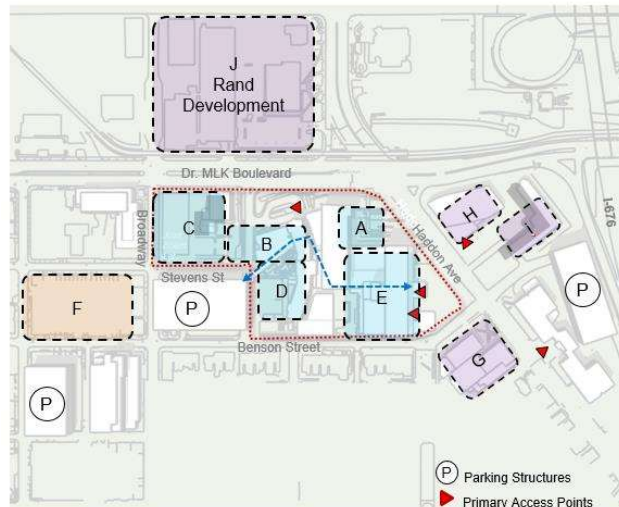
- A. Corner of MLK Blvd / Haddon Ave
- B. Dorrance (North) / Conf Addition
- C. Ronald McDonald Lot* / Joint Board Lot*
- D. Dorrance (South)
- E. Kelemen Replacement or Repurpose



Ambulatory:

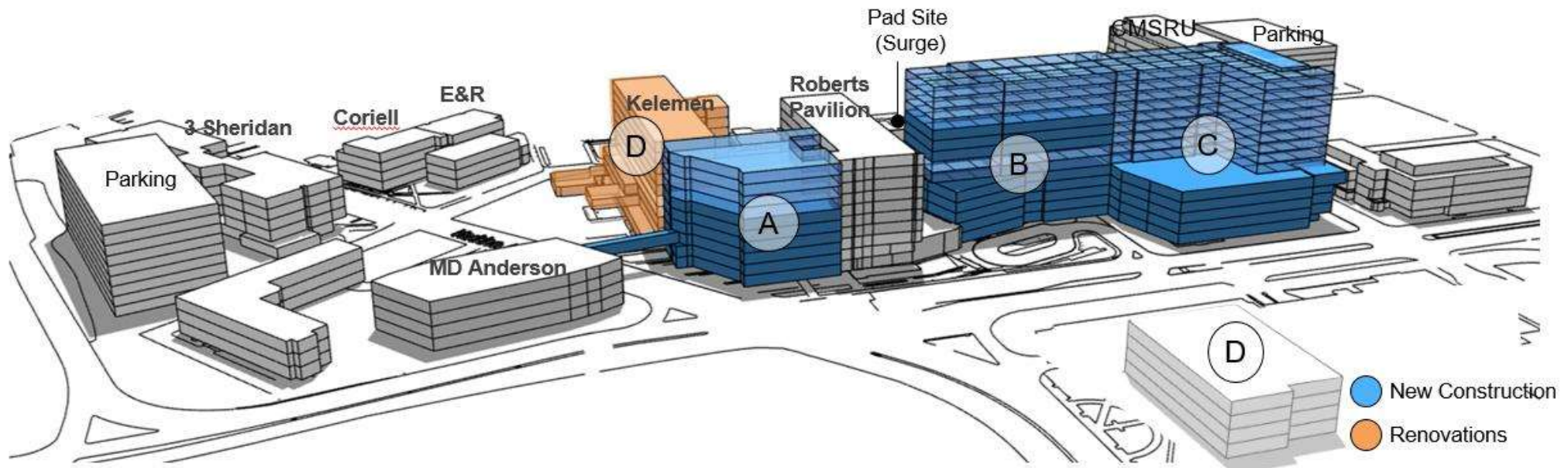
- G. Coriell Institute (Lease up in 2024)
- H. MDA Vertical Expansion (4 Stories)
- I. Majestic Lot*
- J. Rand Development

*Requires site acquisition



Master Campus Plan Proposal

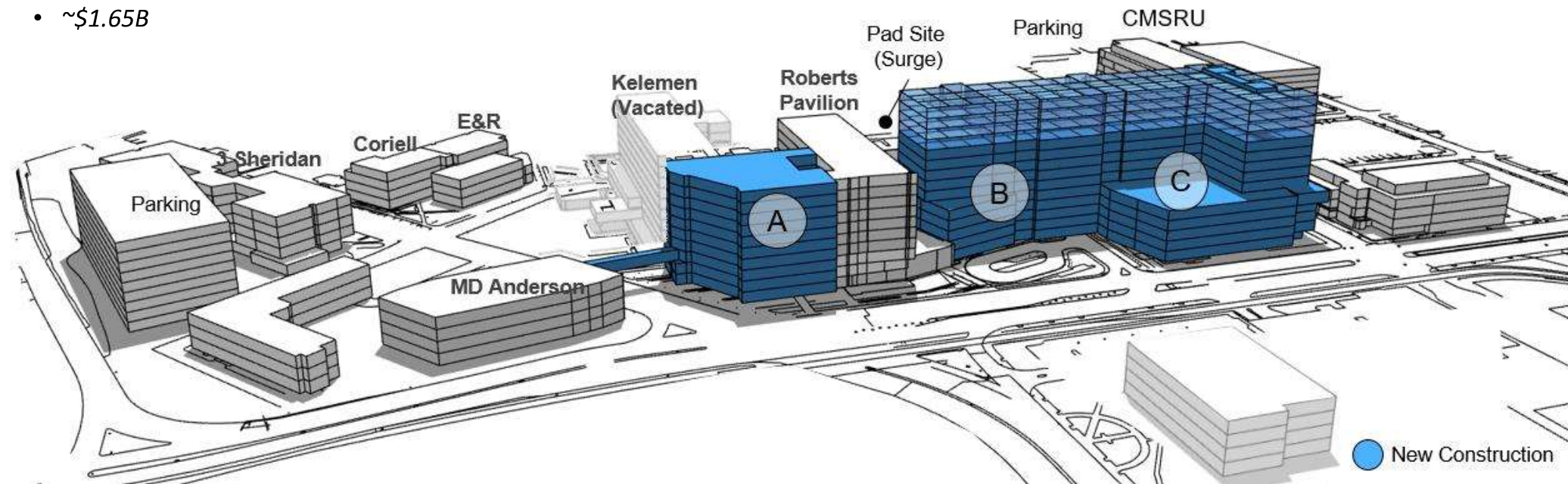
- New bed pavilions (A, B & C) accommodates projected 108 bed growth, procedural growth, diagnostic & testing growth
- Shell space provides flexibility to fit-out space to meet future strategic needs
- Dorrance is fully demolished to provide space for pandemic use
- Kelemen vacated floors can be repurposed for non acute care use
- \$1.3B over 8 years



10-Year Campus Vision

- *New bed pavilions (A, B & C) achieves 100% private bed model, accommodates projected 108 bed growth, procedural growth, diagnostic & testing growth and fully replaces Dorrance*
- *Dorrance is fully demolished to provide space for pandemic use*
- *Kelemen is vacated can be demolished or repurposed*
- ~\$1.65B

745 Total Beds (537 New Beds)
100% Private

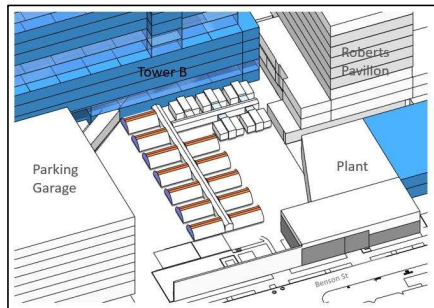
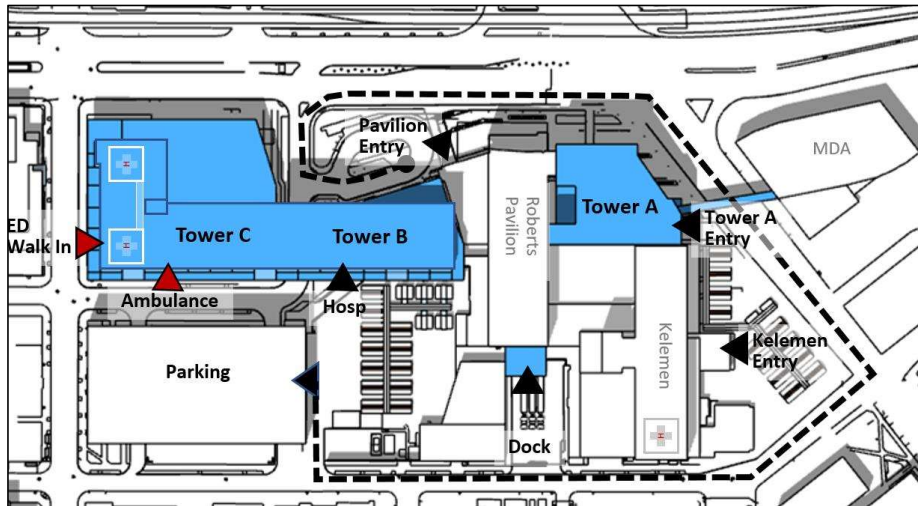


Master Campus Plan Proposal

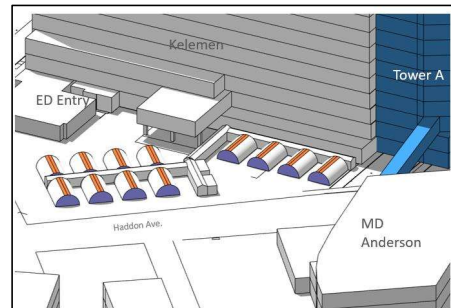
CRITERIA	MCP PROPOSAL
Projected Costs	\$1.3B (8YR)
Pavilions	A: 10 Stories(93 beds) B: 14 Stories (112 beds) C: 14 Stories (0 beds) Roberts 10 Stories: (208 Beds) Kelemen 10 Stories: (332 Beds)
Total Bed Capacity	745
Select Private Bed Ratios	745 (70%) 700 (75%) 650 (80%) 600 (86%)
Timing	~8 Years Total Tower A ~2026 93 Beds Tower B & C ~2029 112 Beds
DGSF/Bed (600-750 Industry Standard)	Pavilion A: 720 Roberts: 710 Pavilion B & C: 730 Kelemen 323+

CRITERIA	MCP PROPOSAL
Dorrance	Dorrance: Demolished
OR/ Procedural	Kelemen ORs Replaced + 9 Growth Cath Labs Replaced + 2 Growth
Ancillary/ED	ER Replaced (~2029) +24 Bed Growth Imaging/IR Replaced (~2029) + 3 Growth
Flexible Options	Provides options to accelerate or decelerate beds based on market forces, disrupters, or changes in financial plan
Shell Space	187,500 (Targeted) 250,000 (Discretionary)
Other	(+) Shell easy fit-out in future as \$\$ becomes available (+) Enables Dorrance demolition & pathway to vacate Kelemen (+) Tower A starts immediately (no enabler) (+) Provides adequate time to acquire & relocate RMDH (+) Includes bridge to MDA (-) Initial beds replace Dorrance not all additional (-) Additional Parking may be required by Camden City

Surge/Emergency Preparedness

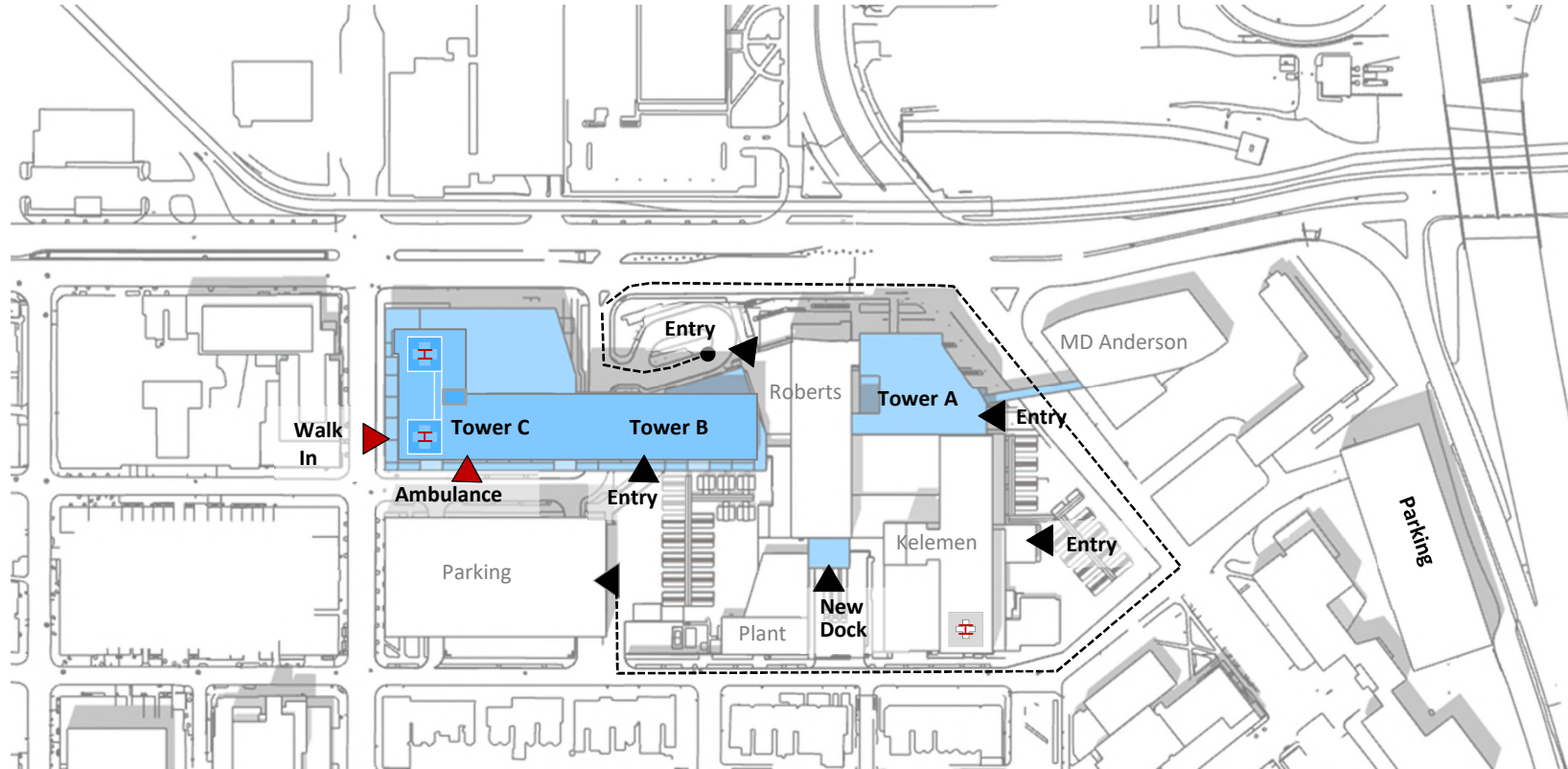


Long-Term Surge Plan



Initial Surge Plan

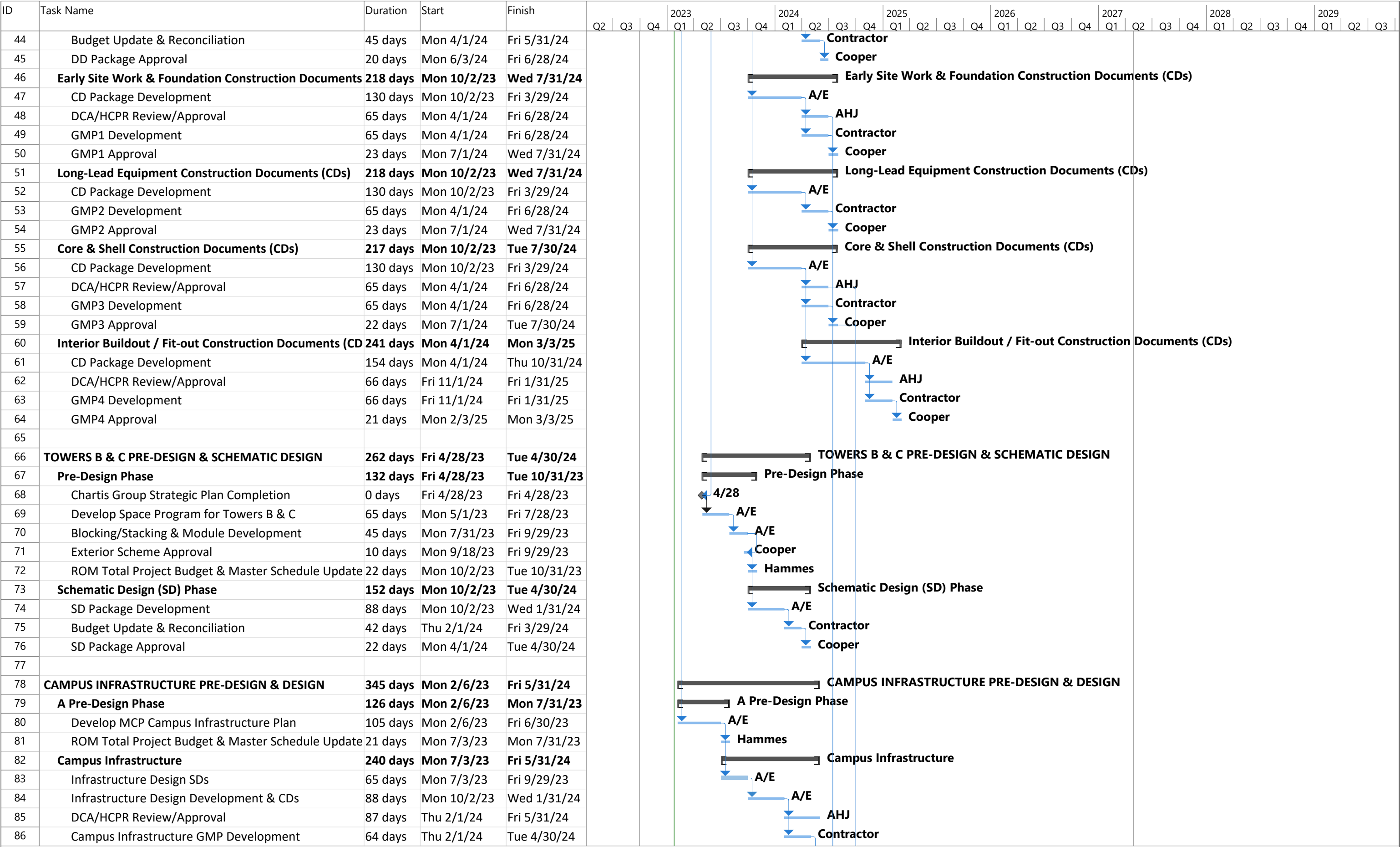
- Upgraded and expanded Medical Command Center in Tower A adjacent to new conference center
- Alternative Care Pad site
 - Initially within Kelemen Circle
 - Long-term Pad site with utilities
- New bed units with ability to flex up (5-10 beds/unit) utilizing multi-purpose rooms, waiting areas, etc.
- Shell floors to provide temporary alternative care space



Schedule

8-Year Plan

- 



DRAFT AIA® Document C103® – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

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

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

« »
« »
« »
« »

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

« »
« »
« »
« »

Consultant's discipline:

« »

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

« »
« »
« »

The Owner and Consultant 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.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

« »

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:

« »

- .2 Date for commencement of construction:

« »

- .3 Substantial Completion date:

« »

- .4 Other milestone dates:

« »

§ 1.4 The Owner and Consultant 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 Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

« »

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant 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 Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

« »

« »

« »

« »

« »

« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

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

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than « » (\$ « »).

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

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 **Time.** The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[☐] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, 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 Consultant or Owner.

[☐] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) <i>(Describe the deliverable(s))</i>	Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i>

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

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

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

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

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service 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 Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants 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 Consultant and its subconsultants 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 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, 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 Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant 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. The Owner or the Consultant, 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.

§ 6.1.3 The Consultant 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 7.7.

§ 6.2 Mediation

§ 6.2.1 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 Consultant's services, the Consultant 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.

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

§ 6.2.3 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.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

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

[☐] Arbitration pursuant to Section 6.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

§ 6.3 Arbitration

§ 6.3.1 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.

§ 6.3.1.1 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.

§ 6.3.2 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.

§ 6.3.3 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.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 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).

§ 6.3.4.2 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.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

§ 7.4 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.

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

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

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

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

« »

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

« »

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

« »

Employee or Category	Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant'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 Consultant.
(Insert rate of monthly or annual interest agreed upon.)

« » percent (« » %) « »

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

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

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

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of << >> percent (<< >> %) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

<< >>

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

<< >>

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant 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.

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

§ 9.4 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 Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant 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.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.” If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

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

« »

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

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

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSULTANT (Signature)

« »« »

(Printed name and title)

Exhibit D Cost Consultant's Compensation & Schedule of Values

COST CONSULTANT FEES & REIMBURSABLE EXPENSES CAP

	Fixed Fee
TOTAL COST CONSULTANT FEES (Conceptual Design + SDs + DDs + Construction Phase & GMP)	\$ _____
TOTAL COST CONSULTANT REIMBURSABLE EXPENSES	\$ _____

Schedule of Values	Fixed Fee
Tower A Conceptual Design Phase	\$ _____
Tower A Schematic Design Phase	\$ _____
Tower A Design Development Phase	\$ _____
Tower A Construction Documents Phase	\$ _____
Tower A Guaranteed Maximum Price Estimate	\$ _____
Tower A Construction Administration Effort [anticipated estimate of services]	\$ _____

HOURLY BILLING RATES FOR ALL COMPANIES INCLUDED IN PROPOSAL

Rates, inclusive of DPE, to be provided for all Cost Consultant Team members/roles