



**GENERAL SERVICES / HEALTH SERVICES COMMITTEES  
WEDNESDAY, DECEMBER 15, 2010 – 2:30 P.M.  
CONFERENCE ROOM N-1/N-2 – FIFTH FLOOR  
ROCK COUNTY COURTHOUSE-EAST**

**Agenda**

1. Call to Order and Approval of Agenda
2. Citizen Participation, Communications and Announcements
3. Discussion of Rock Haven Facility Replacement Project Information
4. Resolution
  - a) Authorizing Contract for Architect Services – Design Development Stage with Eppstein Uhen for the Rock Haven Facility Replacement Project
5. Adjournment



ROCK COUNTY, WISCONSIN



County Administrator's Office  
51 South Main Street  
Janesville, Wisconsin 53545  
Phone: 608/757-5510  
Web Site: [www.co.rock.wi.us](http://www.co.rock.wi.us)

**MEMORANDUM**

To: Joint General Services and Health Services Committee Members

From: Randy Terronez, <sup>RT</sup>Assistant to the County Administrator

Date: December 9, 2010

Re: Background Materials for December 15 Meeting

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This cover memo will briefly explain the attachments prepared for discussion at the December 15 Joint General Services and Health Services Committee meeting.

**Owner's Representative Scope of Work and Proposal from The Samuels Group**

The Committee requested the documents. Upon review, The Samuels Group proposal is nearly word for word the verbiage contained in the Scope of Work. See Attachments #1 and #2

**Analysis of Schematic Design Stage**

Attachment #3 is a summary prepared by staff (with a written document to be distributed at the meeting) of The Samuels Group proposal to analyze the Schematic Design stage of the project.

As the Samuels Group representative Kurt Berner indicated – the analysis would be part of their proposal for Design Development that both Committees approved and consequently is on the December 16, 2010 County Board agenda.

**Please note that Mr. Berner will review the information with the Committee via phone conference call.**

**Other Counties:**

Sherry Gunderson has prepared a summary of issues other facilities in the state have faced when undertaking a replacement facility. In hindsight, the facilities that have had to scale down and/or eliminate certain program elements, realized that they needed to address the weakness at more cost than if they had included the item in the original project scope. See Attachment #4.

Also included is feedback from the Dodge County Nursing Home Administrator. (See Attachment #5.)

### **Square Footage Comparison and Schematic Design Changes**

Sherry Gunderson has prepared a summary of square footage items. (See Attachment #6 and #7.) The current facility with accompanying support functions totals 132,000 square feet while the new facility totals 169,000 square feet, an increase of approximately 37,000.

Please note that The Samuels Group analysis would be reviewing this issue as part of their analysis of the Schematic Design.

### **Operational Projections**

Sherry Gunderson has prepared a preliminary estimate of revenue and expenditures for the new facility, primarily due to increased Medicare and private pay residents and operational savings due to a more efficient layout. Additional financial projections yet to be included are:

- Increased MA reimbursement due to capital cost reimbursement. Based upon 2010 regulations this area would amount to \$600,000 annually. This item was mentioned when the debt financing information was presented at the November 18, 2010 County Board meeting.; and
- Increase in physical therapy service revenue both in persons who need inpatient therapy as well as providing outpatient physical and occupational therapy services.

See Attachment #8.

### **Soft Costs**

As part of The Samuels Group report, a review of the project's soft costs will be done. The architect estimate was initially based upon a 25% of the building estimate and was later revised downward to 15%. Items that would affect the soft cost budget include purchase of a new computer software and accompanying hardware. Additional discussion will be needed at a later time on the soft costs.

### **Architect Contract for Design Development Services**

Attachment #9 is the proposed contract between the County and Eppstein Uhen for Design Development Services. The proposal is for \$438,600 plus reimbursable expenses not to exceed \$12,000. Also attached is an updated cost estimate on the architect's estimates for the various stages of the project and incorporate the County using an owner's representative. (See Attachment #10.)

In the event the Schematic Design stage needs to be revisited (pending the Samuels Group analysis and subsequent Committee discussion), the architect would bill for such work under the Additional Work section contained in the contract.

## **Overall Project Cost**

The current estimate of overall project costs is summarized on Attachment #11 and summary information from the initial study is included.

## **Summary**

The information contained in this packet is intended to provide members of the Joint General Services and Health Services Committees background information on how the project evolved thus far and point out what additional activities are scheduled. As previously mentioned, Kurt Berner of The Samuels Group will be available by conference call for the meeting.

Please let me know if you have any questions.

## **ROCK HAVEN FACILITY REPLACEMENT OWNER'S REPRESENTATIVE SERVICES SCOPE OF WORK**

### **Location of Project**

Rock Haven is located at 3418 North County Rd. F on the north side of the City of Janesville. It is located on the campus of County-owned property that includes the Jail/Sheriff's Department, Juvenile Detention Center, the Rock County Communications Center and the Health Care Center.

### **Purpose**

Rock County is seeking a cost proposal for the provision of owner's representative services for the replacement of the current Rock Haven facility, from Design Development through opening. Rock County is currently engaged with an architectural firm (Epstein Uhen), which has completed the schematic design phase of the project and is scheduled to present a proposal to the County to enter into Design Development on December 16, 2010. This project will construct a replacement 128 bed skilled nursing facility.

The proposal would increase total square feet from 134,000 to approximately 170,000. The current facility serves residents on three floors and the proposed project would be a campus with four neighborhoods. Project estimates including soft and hard costs amount to approximately \$31 million. Additionally, a geothermal system would add another \$900,000 to the project cost.

### **Background**

Federal health and safety regulations require all facilities such as Rock Haven to have a sprinkler system in place by August 2013. A study undertaken by the County concluded that rather than renovate the current facility; it would be more cost effective to build a new facility.

### **Objective**

Upon receipt of proposal (including follow-up clarifications/modifications), Rock County intends to approve a selection in January 2011. Work as the County's Owners Representative will commence with the design development phase through post construction phases of the project.

The following schedule is provided:

Design Development – January to March 2011  
Construction Documents - April to June 2011  
Bidding/State Plan Review - June to August  
Commence Construction - August to September, 2011  
Complete Construction - October 2011 to November, 2012

**11-30-10**  
**REQUEST FOR COST PROPOSAL**

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COUNTY OF ROCK, STATE OF WISCONSIN  
Owner's Representative Services – Rock County Rock Haven Replacement Facility Project

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### **Basic Scope of Services**

The owner's representative will guide, assist, and represent the County during the remainder of project planning and construction. The owner's representative, as well as any sub-consultants affiliated with the owner's representative, shall be prohibited from bidding upon or providing any architectural or construction services. The duties of the owner's representative will vary as the needs of the County require, but services to be provided could include the following:

- Act as the County's representative on the project, including leading meetings with other contractors and providing an on-site presence.
- Offer project design and/or coordination ideas that may result in cost savings, efficiencies, and a higher-quality facility.
- Monitor the compliance of contractors with applicable codes and regulations, including ensuring that all materials are of high quality and standards.
- Prepare any routine progress and budget reports deemed necessary by the County, including but not limited to progress updates, budget status and forecasting, activities planned, and deviations from the County-approved work schedule.

### **OPERATIONAL FUNCTIONS**

Provide services required as owners representative on this project as described herein, including, but not limited to the following:

(1) Overall Project Planning

- (a) On an ongoing basis, review and validate overall program budget and master schedule.
- (b) Ensure that the project remains on schedule.
- (c) Ensure that the project remains within budget.
- (d) Provide project status reports to County staff, as may be required
- (e) Assist with and/or provide presentations to the County Board and Committees
- (f) Develop appropriate procedures manual delineating division of responsibilities and duties between the County, Architect/Engineer, Consultants, Contractors, Suppliers and others involved in the project.
- (g) Review with the County and the Architect/Engineer a scheduling system of project milestones, and documentation to ensure its timely delivery within budget, schedule and with minimum changes.
- (h) Undertake extensive value engineering exercises to study alternative systems, manufacturers and vendors of long lead items to obtain the most economic benefit from a cost standpoint while maintaining the County's functional and program requirements.
- (i) Perform budgeting and scheduling exercises to evaluate alternative schemes and approaches to each project from the standpoint of constructability, cost and schedule.

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**REQUEST FOR COST PROPOSAL**

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COUNTY OF ROCK, STATE OF WISCONSIN

Owner's Representative Services – Rock County Rock Haven Replacement Facility Project

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- (j) Produce two (2) complete detailed estimates in Construction Specification Institute (C.S.I.) format. One complete detailed estimate during each of the following pre-construction phases: design development and construction document phases of the project. (Note- schematic design concluded.)

**(2) Final Design Documents**

- (a) As the designated County representative, lead meetings with architects, other contractors, and County staff.
- (b) Review plans in respect to impact on cost of operations and make recommendations for appropriate design and construction strategies that could improve operational and staffing efficiencies.
- (c) Provide quality assurance/quality control reviews at appropriate intervals.
- (d) Work with architect to ensure that all required documents are submitted for approval by all agencies having jurisdiction over the construction program. Monitor status and expedite approvals, where necessary.
- (e) Provide constructability analysis and value engineering reviews at appropriate intervals.
- (f) Assist the County and the Architect/Engineer in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
- (g) Establish a system of controls requiring specific performance of contractors and vendors which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and change orders.
- (h) Conduct pre-bid conferences, solicit local bidder interest for this project and maximize competition to achieve the best bidding results for the County.



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COUNTY OF ROCK, STATE OF WISCONSIN  
Owner's Representative Services – Rock County Rock Haven Replacement Facility Project

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(3) Construction

- (a) Provide on-site staff to perform all duties but not limited to supervision of contractors, to expedite their work, maintain quality control and conformance to contract documents; provide Project Management and Field Supervision throughout the construction phase.
- (b) Assist the County as the liaison with the appropriate State regulatory officials.
- (c) Develop a quality assurance and quality control plan listing tasks and timelines.
- (d) Oversee quality assurance testing and inspection programs and other services retained for this project.
- (e) Monitor and inspect contractor and sub-contractor work performance for deficiencies and recommend any special testing needed in coordination with architect/engineers.
- (f) Expedite the submission of all submittals and shop drawings to be reviewed by the Architect/Engineer for conformance with contract documents, maintain accurate records of accepted shop drawings and submittals.
- (g) Review and sign off on all change orders prior to approval by the County. Assure change orders are absolutely necessary for the safe, efficient, and cost effective construction and operation of the facility before signing off. Attend County General Services Committee (up to two times per month) to explain need for change orders during approval process.
- (h) Manage reviews and approvals of all submittals, including shop drawings and samples, performed by Architect/Engineer and contractors.
- (i) Report potential budget and schedule variances, and prepare recovery plans.
- (j) Maintain daily on-site project log and schedule report, and review logs and reports submitted by the architect/engineers and contractors.
- (k) Attend pre-construction meetings.
- (l) Attend weekly job site meetings.
- (m) Process and sign off on payment requests of contractors for approval and payment by the County.
- (n) Maintain copy of all contract documents, change orders and other documentation on-site.
- (o) Establish, maintain and utilize a cost control system for all construction of the project; keep records in form readily usable by project team, make recommendations to the County and the Architect/Engineer.
- (p) Establish and maintain a jobsite safety program, comply with all applicable safety requirements and require contractors and others to conform.

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**REQUEST FOR COST PROPOSAL**

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COUNTY OF ROCK, STATE OF WISCONSIN

Owner's Representative Services – Rock County Rock Haven Replacement Facility Project

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- (q) Assist in establishing and maintaining good relations with the surrounding community and occupants of other buildings and implement reasonable methods at control dust, noise, lighting, odor, etc. as required by the contract specifications.
- (r) Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
- (s) Prepare and maintain a current master record copy of drawings showing all changes to the contract drawing.

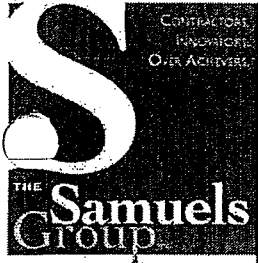
**(4) Move-in/Occupancy**

- (a) Manage development of punch lists and project close out.
- (b) Assist County in performing guarantee and warranty inspections with the architects and contractors.
- (c) Assist County in coordinating and identifying requirements necessary to obtain Certificate of Occupancy.
- (d) Facilitate move-in by readying completed spaces and help coordinate furniture and equipment move-in.
- (e) Coordinate move-in and occupancy.
- (f) Collect and organize for delivery to the County all operating manuals, equipment lists, and maintenance manuals required by the contract documents.
- (g) Assist the County in exercising guarantees and warranties
- (h) Submit final Program/Construction Management project status report summarizing individual project history and conformance to schedule and budgets.
- (i) Deliver all records, documents and other items pertinent to the County.
- (j) The firm will conduct an eleventh month walk through with County representatives for the purpose of warrantee inspection and project completion.

**QUOTATION SUBMISSION**

Provide the proposed fee to complete the requirements described in this RFQ for owner's representative services with a breakdown of fees according to the following components/phases:

- a. Design Development
- b. Construction Document
- c. Construction – Post Construction.



Craig Knutson  
Rock County Administrator  
51 South Main Street  
Janesville, WI  
53545

RE: Rock Haven Owner's Representative Services

Dear Mr. Knutson,

I would like to thank you for the opportunity to submit a proposal for Owner's Representative Services for the construction of the Rock Haven Replacement Facility. I understand that the basic scope of services to be as noted below.

The owner's representative will guide, assist, and represent the County during the remainder of project planning and construction. The owner's representative, as well as any sub-consultants affiliated with the owner's representative, shall be prohibited from bidding upon or providing any architectural or construction services. The duties of the owner's representative will vary as the needs of the County require, but services to be provided could include the following:

- Act as the County's representative on the project, including leading meetings with other contractors and providing an on-site presence.
- Offer project design and/or coordination ideas that may result in cost savings, efficiencies, and a higher-quality facility.
- Monitor the compliance of contractors with applicable codes and regulations, including ensuring that all materials are of high quality and standards.
- Prepare any routine progress and budget reports deemed necessary by the County, including but not limited to progress updates, budget status and forecasting, activities planned, and deviations from the County-approved work schedule.

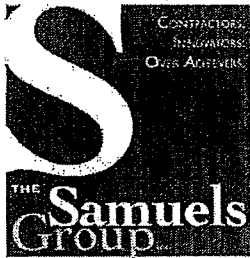
**OPERATIONAL FUNCTIONS**

Provide services required as owners representative on this project as described herein, including, but not limited to the following:

**Design Development Phase**

- (a) On an ongoing basis, review and validate overall program budget and master schedule.





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Waterloo, IA 50703  
phone 319.232.6443  
fax 319.233.3191

- (b) Ensure that the project remains on schedule.
- (c) Ensure that the project remains within budget.
- (d) Provide project status reports to County staff, as may be required
- (e) Assist with and/or provide presentations to the County Board and Committees
- (f) Develop appropriate procedures manual delineating division of responsibilities and duties between the County, Architect/Engineer, Consultants, Contractors, Suppliers and others involved in the project.
- (g) Review with the County and the Architect/Engineer a scheduling system of project milestones, and documentation to ensure its timely delivery within budget, schedule and with minimum changes.
- (h) Undertake extensive value engineering exercises to study alternative systems, manufacturers and vendors of long lead items to obtain the most economic benefit from a cost standpoint while maintaining the County's functional and program requirements.
- (i) Perform budgeting and scheduling exercises to evaluate alternative schemes and approaches to each project from the standpoint of constructability, cost and schedule.
- (j) Produce a complete detailed estimate in Construction Specification Institute (C.S.I.) format.

#### Construction Document Phase

- (a) As the designated County representative, lead meetings with architects, other contractors, and County staff.
- (b) Review plans in respect to impact on cost of operations and make recommendations for appropriate design and construction strategies that could improve operational and staffing efficiencies.
- (c) Provide quality assurance/quality control reviews at appropriate intervals.
- (d) Work with architect to ensure that all required documents are submitted for approval by all agencies having jurisdiction over the construction program. Monitor status and expedite approvals, where necessary.



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- (e) Provide constructability analysis and value engineering reviews at appropriate intervals.
- (f) Assist the County and the Architect/Engineer in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
- (g) Establish a system of controls requiring specific performance of contractors and vendors which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and change orders.
- (h) Produce a complete detailed estimate in Construction Specification Institute (C.S.I.) format.
- (i) Conduct pre-bid conferences, solicit local bidder interest for this project and maximize competition to achieve the best bidding results for the County.

#### Construction Administration Phase

- (a) Provide on-site staff to perform all duties but not limited to supervision of contractors, to expedite their work, maintain quality control and conformance to contract documents; provide Project Management and Field Supervision throughout the construction phase.
- (b) Assist the County as the liaison with the appropriate State regulatory officials.
- (c) Develop a quality assurance and quality control plan listing tasks and timelines.
- (d) Oversee quality assurance testing and inspection programs and other services retained for this project.
- (e) Monitor and inspect contractor and sub-contractor work performance for deficiencies and recommend any special testing needed in coordination with architect/engineers.
- (f) Expedite the submission of all submittals and shop drawings to be reviewed by the Architect/Engineer for conformance with contract documents, maintain accurate records of accepted shop drawings and submittals.



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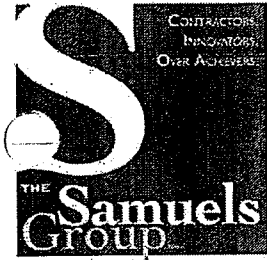
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- (g) Review and sign off on all change orders prior to approval by the County. Assure change orders are absolutely necessary for the safe, efficient, and cost effective construction and operation of the facility before signing off. Attend County General Services Committee (up to two times per month) to explain need for change orders during approval process.
- (h) Manage reviews and approvals of all submittals, including shop drawings and samples, performed by Architect/Engineer and contractors.
- (i) Report potential budget and schedule variances, and prepare recovery plans.
- (j) Maintain daily on-site project log and schedule report, and review logs and reports submitted by the architect/engineers and contractors.
- (k) Attend pre-construction meetings.
- (l) Attend weekly job site meetings.
- (m) Process and sign off on payment requests of contractors for approval and payment by the County.
- (n) Maintain copy of all contract documents, change orders and other documentation on-site.
- (o) Establish, maintain and utilize a cost control system for all construction of the project; keep records in form readily usable by project team, make recommendations to the County and the Architect/Engineer.
- (p) Establish and maintain a jobsite safety program, comply with all applicable safety requirements and require contractors and others to conform.
- (q) Assist in establishing and maintaining good relations with the surrounding community and occupants of other buildings and implement reasonable methods at control dust, noise, lighting, odor, etc. as required by the contract specifications.
- (r) Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
- (s) Prepare and maintain a current master record copy of drawings showing all changes to the contract drawing.

Closeout

- (a) Manage development of punch lists and project close out.



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- (b) Assist County in performing guarantee and warranty inspections with the architects and contractors.
- (c) Assist County in coordinating and identifying requirements necessary to obtain Certificate of Occupancy.
- (d) Facilitate move-in by readying completed spaces and help coordinate furniture and equipment move-in.
- (e) Coordinate move-in and occupancy.
- (f) Collect and organize for delivery to the County all operating manuals, equipment lists, and maintenance manuals required by the contract documents.
- (g) Assist the County in exercising guarantees and warranties
- (h) Submit final Program/Construction Management project status report summarizing individual project history and conformance to schedule and budgets.
- (i) Deliver all records, documents and other items pertinent to the County.
- (j) Conduct an eleventh month walk through with County representatives for the purpose of warrantee inspection and project completion.

The proposal has broken the services into three separate phases and cost for the noted phases are as follows:

**Design Development Phase: \$125,000**

\*Interior furnishings inventory, estimating and design services included in DD fee pending purchase of new furnishings through SG Environments division using community pricing model.

**Construction Document Phase: \$115,000**

**Construction Administration / Closeout Phases: To be charged monthly at the rate of \$22,627. The list below details the monthly expenses for the CA / Closeout Phases:**

On Site-Supervision: \$12,800

Project Principal Oversight: \$2,850

Subsistence/Travel: \$2,400

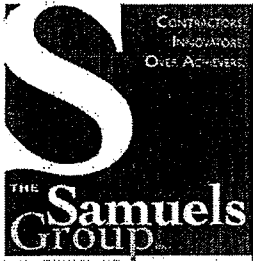
Office Expendables: \$1,200

Equipped Office Trailer: \$950



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Communications Expense: \$370

Overhead and Profit: \$2057

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I would like to thank you again for the opportunity to submit this proposal and if you have any questions related to the information noted above please feel free to contact me.

Kurt Berner

The Samuels Group

Vice President

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**THE SAMUELS GROUP PROPOSAL**  
**Rock Haven Facility Replacement**

<b>PHASE</b>	<b>MONTHS</b>	<b>PRICE</b>
1 Design Development*		\$125,000.00
2 Construction Document		\$115,000.00
3 Construction Admin./Closeout		
a Aug. 2011 - Nov. 2012	16	
b Monthly Fee		\$22,627.00
		\$362,032.00
c 11th Month @ 50% of Mo.ly Fee		\$11,313.50
d Subtotal - Constr. Admin./Closeout		\$373,345.50
4 Grand Total		\$613,345.50

\* Design Development to include analysis of Schematic Design stage.

**SUMMARY OF THE SAMUELS GROUP  
PROPOSAL TO REVIEW THE  
ROCK HAVEN FACILITY REPLACEMENT PROJECT –  
SCHEMATIC DESIGN STAGE**

At the 12-7-10 Joint Committee meeting, Kurt Berner, The Samuels Group representative offered to perform an analysis of the Schematic Design stage of the Rock Haven Facility Replacement Project. The analysis would be within the cost parameters of the Samuels Group proposal for Design Development stage.

In follow-up discussions with Mr. Berner, the following are highlights of the scope of the analysis:

**PURPOSE:**

1. To review the Schematic Design and related materials prepared by the project architect and County in order to identify advantages and disadvantages of elements of the Schematic Design.
2. Identify alternatives to Schematic Design elements with advantages and disadvantages.
3. The analysis would review project's program, footprint, cost and square footage.
4. The analysis would include a review of the proposed HVAC system and proposed geothermal component.
5. Additionally, the report will review the soft costs section of the project.

**TIME FRAME:** 30 days from approval.

Facility	Year new facility opened	Licensed Beds	Total square feet	Cost per square foot	Construction costs	Concerns
Parkview, Winnebago county	2008	168 two-story	140,000 Planning 7200 sq ft. addition for 2011	\$146	\$20,500,000 plus \$1,000,000 garage plus \$1,500,000 addition being planned to add 3600 sq ft therapy on first floor and 3600 sq. ft storage on ground.	All private rooms with toilet room Therapy , medical clinic, offices, activities, pantry, kitchen, storeroom and household living rooms are too small. No w/c charging space. No showers in resident rooms, 21 residents share a common shower room/tub room No storage- planned to use old building, but now want to tear that down so the next \$1.5 million addition will include a new therapy department and storage space. Current therapy to become activities and activity space to become office space. Donations paid for lobby furnishings, chapel area furnishings, landscaping and repair of piano.
Brewster Village, Outagamie county	2001	204 two-story	168,000	\$143.85	\$24,167,000 plus soft costs for a total of 33 million	All private rooms with toilet room, shared shower/tub rooms They are currently going out for bids to replace the carpeting, phone system and call light system they installed. Wish they had chosen geothermal.
Brookside, Kenosha county	2001	154 two-story			\$31,000,000	All private rooms, but two rooms share a toilet room Not enough storage for residents, DME, supplies, etc.
Felician Village in Manitowoc	2010	64	120,000		\$20,000,000	All private rooms with bathroom with European shower.
Sauk County Health Care Center	2009	82			\$22,000,000 bids came in 2.5 million less than projected	All private rooms with toilet room Therapy department too small, unable to finish off ceilings in "back of house" due to limited budget. A Board member who owns a lumberyard donated their garage. Their foundation is raising funds to continue decorating the facility.
Dodge County	Planning	240 two-story			No more than \$44.5 million total cost	All private rooms
Rock Haven	2012	128	169,550		\$26,896,530	

## DODGE COUNTY FEEDBACK ON FACILITY CONCERNS

Hi Sherry,

Our project is 44.5 million dollars for a 201,000 sq. ft. building. 236 beds. Final completion due in fall of 2012. 1ST occupancy will be June of 2011 since we will be moving in phases.

We hired Engberg Anderson who partnered with Harty Elving as architects.

Design expense \$2,137,219.00

Boldt construction as Construction managers \$1,481,202 and construction contingency \$1,110,313

Over 90% of our bids are in and the bidding climate has been fabulous. We are on time and under budget.

Demolition of one of our buildings is budgeted for \$426,000

Owner's contingency \$543,000 (this number moves around)

FFE/Major medical and soft costs \$2,183,869.00 (IT/security) expenses are included in here at \$335,000

Building Construction \$33,987,457.00

We have a \$200,000 line item for Solar Water, but are not going with geo thermal. My Board members thought it was way too expensive.

I have had nothing but support from our board and Co. Administrator, I have promoted and they have supported that this building is not about the staff, but about our residents and that theme has carried through and very much supported.

The biggest thing we will lose is space...more specific storage space. In my opinion Sherry, less stuff, less work. We spend so much time moving junk from place to place that no one wanted to get rid of because we might need it someday. Once a few of my managers retired and one moved on, things started moving and we have had one surplus sale and will have more. Mostly, our activity dept. did not want to change. We have so much STUFF. We have 2 buildings with 2 full basements now and these places help close to 500 individuals at one time.

Once through the design phase, we built a lifesize mock resident room in one of our buildings in the gym so we could "work" the room with lifts, transfers etc. Most everyone who went in there said the room was much too small...reason being they are used to our present layout which we have converted all our double and ward rooms to single rooms...lots of room. There was a tremendous mind-set change and education that we needed to provide for our staff, residents and their families.

Everyone has their own private bathroom with their own shower and a huge window in their room.

In addition to that, I am excited to tell you that we are really moving full steam ahead into the household/neighborhood concept. I did not want my staff to take their old ways and routines, (not that they are bad...but updates are always an improvement)...

I informed all my staff that the household concept needed to be up and running the day their area (household) moved into the new building. I wasn't going to take the "old ways" and change later, because it would never happen. So As of next week, I will have all of the Clearview North building on the household model. South will begin after the first of the year...

We have worked with the Union and I have CNA's doing housekeeping tasks and am requiring activities and housekeeping staff to be CNA's. My thought process is, each household needs to run like a home, based on those resident's needs. Because our populations are so specific, what does each household need to day to get everything done like we do in our homes. This includes tasks, dining, entertainment, laundry etc. so everyone needs to be able to do it all. My dietary staff will all be feeding assistants. It is a phenomenal change in operations...and it is working nicely. Everything is centered around the residents, not the staff. Have I lost some staff in this? A couple, but we are better off.

I don't know if I am getting my points across clearly in this e-mail. Please feel free to call me Sherry, I got a lot going on at times, but will be happy to talk!!  
Jane

**Comparison of our current building and our new facility**

Size of current location(s)	Rock Haven	New facility * <b>larger areas</b>
Square feet of space	132,000	169,550
Resident rooms	22 - 20 X 20 ft semi-private rooms with toilet rooms 42- 16 X 20 ft private rooms with toilet rooms 44- 20X 20 ft private rooms with toilet rooms Total: <b>38,200 sq.ft</b>	16- 18 X 22 ft private rooms with bathroom/shower 112- 16 X 22 ft private rooms with bathroom/European shower Total: <b>45,724 sq ft.</b>
Tub and shower rooms	10, all with tubs, one tub on each unit is a whirlpool tub	4, one per neighborhood, total of 4 whirlpool tubs
Kitchen area	None, a small refrigerator and microwave is kept in each of 7 dining areas	<b>8, one per household with pantry</b>
Living room/TV room	Currently, we have nine areas that are used for dining/living room. They are located at the end of each hall. Visitor restrooms near lobby.	Dining room and <b>living room</b> areas are larger in all 8 households and are centrally located. <b>Visitor restroom near therapy and on each household.</b>
Office space	Administration, Nursing, Social work and finance offices = 19 offices. 13 are 20 X 20 ft. offices with private toilet rooms and 6 are 16 X 20 ft. with private toilet rooms. ES/Materials staff has 4 offices, 3 with private toilet rooms and Maintenance has an office in the HCC.	All offices will be smaller in the new facility. None will have a private toilet room.
Lobby	Large lobby	Small lobby/hallway area
Storage space	Basement and fourth floor storage in Rock Haven and ground floor in the HCC	With the exception of an area that is not designated for any use in the new facility, we planned for the same amount of storage.
Therapy	PT gym, OT gym and offices	PT gym, OT gym, <b>ST room and private treatment room, resident exercise room</b>
Clinic area	Dental office in basement	Dental office, <b>MD exam rooms, shared therapy and MD waiting area, restrooms</b>
Education and social areas	Classroom, apartment conference room, small conference room, west day room and social room.	Shared multipurpose area with divider walls resulting in less sq. ft
Covered drive-up	One	Two

Health Services and General Services Joint Committee Meeting  
December 15, 2010

Rock Haven study projections for our 128-bed facility included:

1. 117,600 to 148,400 square feet
2. \$18.8 to 27.45 million construction cost

During schematic design we made the following changes resulting in a facility of 169,550 square feet at a construction cost of \$26,896,530.

Changes included:

1. Larger resident rooms with showers in the bathroom. We also added staff hand washing sinks and storage for medical supplies. In addition, we planned for 32 rooms for our larger clients requiring bariatric equipment. We have reduced that number to 16.
2. Larger living room, dining room and household kitchen areas in order to meet the needs of our residents who require more space due to equipment and/or physical and mental health concerns.
3. Private offices for the administrative and finance departments rather than the cubicle type of offices in the study. We deal with confidential health information and felt that privacy was necessary.
4. Increased therapy space to include a separate speech therapy workspace, private treatment room, resident/visitor restroom and resident exercise area. These changes will give us the space needed to offer outpatient therapy as well as services to Rock County employees should the County care to contract with our provider for services as part of our health insurance plan.
5. Increased clinic space for physician, dentist, dental hygienist and podiatrist services. This area also included a shared waiting room that can be used by therapy.
6. Maintenance offices and workspace (basement)- it was an oversight that this was left out of the study.
7. Additional storage for medical supplies and dry foods in order to continue to buy in bulk.
8. Two covered drive-up areas, one at each courtyard rather than bringing residents to the lobby area for pick-up.
9. A basement. Once we realized how large the footprint of the building was, we decided to move the Maintenance, Materials and Environmental services offices and all storage to the basement. Based upon the study, a basement of ½ the present size was recommended. We elected for the full basement under administration to allow us to continue to buy in bulk.

To compensate for these increases we:

1. Decreased the size of the lobby and offices.
2. Combined the education and recreational therapy spaces by creating one large area that can be divided into three smaller areas.

## Revenue and Expense Comparisons

	2011 budget- 130 beds	Our new 128-bed home
Payer estimate	115 Medicaid 13 Medicare or Private Pay	110 Medicaid 17 Medicare or Private Pay*
FTE reporting to NHA	185.90	176.45
Direct Care Revenue	\$8,321,445	\$8,514,289
Other Revenue (ITP)	\$1,703,093	\$1,703,093 **
<b>Total Revenue</b>	<b>\$10,024,538</b>	<b>\$10,817,382</b>
Wage and benefits	\$12,481,124	\$11,880,521
Additional costs	\$3,616,251	\$3,616,251 ***
<b>Total Expenditures</b>	<b>\$16,097,375</b>	<b>\$15,496,772</b>
Tax Levy Request	\$6,072,837	\$5,279,390
Reduction in levy		<b>\$793,447</b>

## Notes:

\* If Family Care allows our healthier residents to leave Rock Haven, our payer mix would see an even larger decrease in Medicaid residents. This would result in additional funding and a reduction in levy. We made very conservative changes for the purpose of this comparison.

\*\* \$600,000 in Medicaid funding is anticipated based upon the current Medicaid formula. We did not add this to our revenue projections as the formula changes annually.

\*\*\*We will have the additional expense of repaying the bond issue over time. The additional Medicaid funding will cover much of the bond issue. We expect a reduction in this area over time related to the energy efficiencies of the new facility and the Focus on Energy rebates.





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

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of December in the year Two Thousand Ten  
*(In words, indicate day, month and year.)*

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

Rock County  
51 South Main Street  
Janesville, Wisconsin 53545

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

Eppstein Uhen Architects, Inc.  
333 East Chicago Street  
Milwaukee, Wisconsin 53202

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

Rock Haven Skilled Nursing Replacement Facility  
Janesville, Wisconsin

EUA Project Number: 109090-02

This project will be a new one hundred twenty eight (128) bed skilled nursing facility on the Rock County property in Janesville, Wisconsin

The Owner and Architect agree as follows.

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

Init.

TABLE OF ARTICLES

1 INITIAL INFORMATION  
2 ARCHITECT'S RESPONSIBILITIES  
3 SCOPE OF ARCHITECT'S BASIC SERVICES  
4 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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:  
*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Design Development services will be based on drawings and information provided to the Rock County Board on November 18, 2010. The Owner will be providing site survey and geotechnical services.

The Owner will hire an Owner's Representative prior to commencing Design Development. The Owner's Representative will provide cost estimating services.

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

- 1 Commencement of construction date:  
August – September 2011
- 2 Substantial Completion date:  
October – November 2012

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

Init.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

1. General Liability

Commercial General Liability or Comprehensive General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage for each occurrence and Two Million Dollars (\$2,000,000.00) aggregate.

2. Automobile Liability

Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

3. Workers' Compensation

Worker's Compensation Insurance in the amount required by statute.

4. Professional Liability

The Architect agrees to maintain Professional Liability insurance in the amount of Five Million Dollars (\$5,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) annual aggregate, claims made coverage, for a period of two years after the date of substantial completion for negligent acts, errors, or omissions arising out of the performance of professional services as an architect in accordance with the scope of this project.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

Init.

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

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

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

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

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES (COMPLETE)

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

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

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

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

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

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

Init.

~~§ 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, drawings and information presented to the Rock County Board on November 18, 2010, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

~~§ 3.3.2 The Architect shall update assist the Owner's Representative in updating the estimate of the Cost of the Work.~~

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

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

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

### § 3.5.2 COMPETITIVE BIDDING

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

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

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

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

### § 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

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

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

Init.

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

### § 3.6.2 EVALUATIONS OF THE WORK

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

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

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

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

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

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

Init.

## § 3.6.4 SUBMITTALS

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

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

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

~~§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.~~

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

## § 3.6.5 CHANGES IN THE WORK

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

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

## § 3.6.6 PROJECT COMPLETION

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

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



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

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

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

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below as "not provided" are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, added to the Project if requested by the Owner and compensate per Section 11.2. The Architect shall provide the services listed below designated as "Architect" as part of the Basic Services and the Owner shall compensate the Architect as provided in Section 11.2-11.1.

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		Complete
§ 4.1.2 Multiple preliminary designs		Complete
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		Complete
§ 4.1.6 Building information modeling	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Room Finish Schedule
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Owner	Owner Representative
§ 4.1.12 On-site project representation	Owner	Owner Representative
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	PDF of CD drawings and spec
§ 4.1.15 As-Constructed Record drawings	Owner	Owner Representative
§ 4.1.16 Post occupancy evaluation	Architect	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	Consistent with 3.1.2
	Architect	Consulting, specifying, cabling and pathways for nurse call and wanderguard. Cabling, terminations and pathways for care tracker and AV/data/wireless.
§ 4.1.20 Telecommunications/data design		Consulting, specifying, cabling and pathways for cameras and access control.
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	

§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	
4.1.28	Kitchen Design	Architect	

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

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

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

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

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

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

Init.

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

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

~~§ 4.3.4 If the services covered by this Agreement have not been completed within Four (4) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

Init.

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

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

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

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

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

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

#### ARTICLE 6 COST OF THE WORK

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

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

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

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

§ 6.5 If at any time the Architect's-Owner's Representative 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.

Init.

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

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

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

#### ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

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

## § 8.2 MEDIATION

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

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

## § 8.3 ARBITRATION

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

Init.

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

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

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

#### § 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

Init.

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

#### ARTICLE 11 COMPENSATION

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

*(Insert amount of, or basis for, compensation.)*

Schematic Design: COMPLETE

Design Development: Fixed Fee in the amount of Four Hundred Thirty Eight Thousand Six Hundred and No/100 Dollars (\$438,600.00)

Init.



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

Eppstein Uhen Architects, Inc.'s hourly billing rates

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

Eppstein Uhen Architects, Inc.'s hourly billing rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00%), or as otherwise stated below:

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

Schematic Design Phase		percent (		%)
<del>Phase</del> <u>Phase-COMLETE</u>				
Design Development Phase	<u>One Hundred</u>	percent (	<u>100</u>	%)
Construction Documents Phase		percent (		%)
Bidding or Negotiation 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 is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Eppstein Uhen Architects, Inc.'s hourly billing rates

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

Init.

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00% ) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

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

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) 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.)*

1.50% monthly

Invoices not paid within forty five (45) days may result in Eppstein Uhen Architects, Inc. to stop work until such invoices submitted to date are paid in full. Invoices not paid within ninety (90) days of the invoice date will be referred for collection. The Owner will be responsible for all expenses incurred by Eppstein Uhen Architects, Inc. in the collection of any unpaid invoice, including the actual attorneys' fees and costs charged by its legal counsel

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

12.1 The Architect hereby states and the Owner agrees that the Architect has no professional liability or other insurance and is unable to reasonably obtain such insurance for claims arising out of the performance of or failure to perform professional services related to the investigation, detection, abatement, materials or process containing asbestos and/or hazardous materials. Accordingly, the Owner agrees to bring no claim for negligence, breach of contract, indemnity, or otherwise against the Architect, his principals, employees, agents and consultants if such work in any way involves the Architect's services for the investigation of, or remedial work related to asbestos and/or hazardous materials in the project. The Owner further agrees to defend, indemnify and hold the Architect harmless from any such asbestos and/or hazardous materials that may be brought by third parties.

Init.

12.2 Eppstein Uhen Architects, Inc. shall be recognized as Architect of Record for the project in press releases and at public gatherings and occasions such as the announcement of the project, ground breaking, dedication and occupancy.

12.3 The project construction delivery is assumed to be performed under a single contract with a single General Contractor. Multiple General Contractor involvement will be cause for Construction Administration fee revisions. The General Contractor will prepare change orders and job meeting notes.

12.4 The Architect agrees to indemnify and hold the Owner and its directors, officers, agents and employees (collectively the "Owner Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorney's fees arising out of or relating to the Architect's breach of this Agreement or the Architect's errors, omissions, or acts, but excepting those claims, costs, expenses or liability to the extent attributable to the negligence or willful misconduct or any Owner Indemnities.

12.5 Owner agrees to indemnify and hold the Architect and its directors, officers, agents, and employees (collectively the "Architect Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable attorney's fees that the Architect may incur by reason of any injury or damage to any person or property resulting from Owner's breach of this Agreement or its errors, omissions or acts.

12.6 Owner agrees to additional services for Schematic Design that require major design adjustments to the construction costs, program, square footage and building footprint that were established and presented to the Rock County Board on November 18, 2010. If required, said design adjustments shall occur prior to beginning Design Development and may extend anticipated design schedule.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

Eppstein Uhen Architects, Inc.'s hourly billing rates

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

OWNER

ARCHITECT

*(Signature)*

J. Russell Podzilni, Rock County Board Chair

*(Printed name and title)*

*(Signature)*

Gregory W. Zastrow, Principal

*(Printed name and title)*

Date:

Date:

Init.

# Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gregory W. Zastrow, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:56:05 on 12/09/2010 under Order No. 1936095154\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007 - Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

**Billing Rates**

**Eppstein Uhen Architects, Inc.**

Principals	\$120.00 to \$185.00
Associates	\$92.00 to \$120.00
Senior Project Managers	\$100.00 to \$124.00
Senior Project/Design Architects	\$96.00 to \$124.00
Senior Interior Designers	\$84.00 to \$96.00
Project Managers	\$96.00 to \$108.00
Senior Graphics/Visualization Specialists	\$80.00 to \$100.00
Design Architects	\$95.00 to \$100.00
Project Architects	\$84.00 to \$100.00
Interior Designers	\$72.00 to \$88.00
Project Assistants	\$80.00 to \$96.00
Architectural Interns	\$64.00 to \$80.00
Administrative Support	\$55.00 to \$88.00

RATES EFFECTIVE AS OF 01/01/10  
SUBJECT TO CHANGE

**BREAKDOWN OF EPPSTEIN UHEN ARCHITECTS (EUA)**

STAGE	PROPOSAL 12-9-10		
	BASE \$	REIMB. \$	TOTAL \$
Study			\$0
Schematic Design	\$234,300	\$6,000	\$240,300
Design Development	\$438,600	\$12,000	\$450,600
Construction Document	\$484,700	\$17,000	\$501,700
Bidding			
On-Site	\$306,300	\$5,000	\$311,300
Total	\$1,463,900	\$40,000	\$1,503,900

# ROCK HAVEN NEW FACILITY

	CURRENT	STUDY OPTION 4 BUILD NEW	REPLACEMENT PROJECT	\$/SQ.FT.
1 SQ.FT.	132,000	117,600 - 148,400	169,550	
2 # BEDS	130	128	128	
3 ROOM SIZE				
Regular		919 - 1,159	352	
Bariatric			396	
4 \$/SQ.FT		\$165 - \$185		
5 PROJECT COSTS				
6	Hard Costs (Building & Site)	\$19.0 m - \$27.5 m	\$26,896,530	\$158.63
7	Addn'l Hard Costs Geothermal System		\$900,000	
8	Total - Hard & Addn'l		\$27,796,530	\$163.94
9	Soft Costs		\$4,034,480	
10	Architect/Engineer Balance		\$1,503,900	
			\$2,530,580	
11	Grand Total		\$31,831,010	

Attachment # 11

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

General Services Committee  
Health Services Committee  
INITIATED BY



Randy Terronez  
Assistant to County Administrator  
DRAFTED BY

General Services Committee  
Health Services Committee  
SUBMITTED BY

December 9, 2010  
DATE DRAFTED

**AUTHORIZING CONTRACT FOR ARCHITECT SERVICES – DESIGN DEVELOPMENT  
STAGE WITH EPPSTEIN UHEN FOR THE ROCK HAVEN FACILITY REPLACEMENT  
PROJECT**

1 **WHEREAS**, the County wishes to build a new nursing home to continue caring for Rock County  
2 citizens with chronic mental illness, developmentally disabilities and health concerns; and,  
3

4 **WHEREAS**, the County has contracted with Eppstein Uhen Architects/Engineers for the replacement  
5 of the Rock Haven Nursing Home from the initial study phase to Schematic Design; and,  
6

7 **WHEREAS**, the County will be contracting with The Samuels Group to provide Owners  
8 Representative Services for the project; and,  
9

10 **WHEREAS**, The Samuels Group will be conducting an analysis of the Schematic Design phase in  
11 order to identify the advantages and disadvantages of modifying the project footprint, project program  
12 and project square footage-cost with a report due to the General Services Committee on or about  
13 January 16, 2011; and,  
14

15 **WHEREAS**, the contract for the Design Development phase stage from Eppstein Uhen is \$438,600  
16 plus reimbursable expenses not to exceed \$12,000.  
17

18 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly  
19 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2010 does hereby authorize a contract with Eppstein  
20 Uhen of Milwaukee, Wisconsin in the amount of \$438,600 plus reimbursable expenses not to exceed  
21 \$12,000 for Architectural/Engineering Services for the Design Development stage relating to the  
22 construction of a replacement Rock Haven Nursing Home facility.

Respectfully Submitted,

**Health Services Committee**

**General Services Committee**

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Phillip Owens, Chair

\_\_\_\_\_  
Anna Marie Johnson, Vice Chair

\_\_\_\_\_  
Henry Brill, Vice Chair

\_\_\_\_\_  
Robert Fizzell

\_\_\_\_\_  
Ronald Combs

\_\_\_\_\_  
Brent Fox

\_\_\_\_\_  
Jason Heidenreich

\_\_\_\_\_  
Vacant

\_\_\_\_\_  
Mary Mawhinney



**AUTHORIZING CONTRACT FOR ARCHITECT/ENGINEERING SERVICES OF ROCK HAVEN FACILITY REPLACEMENT**

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FISCAL NOTE:

\$690,000 is included in the 2010 budget and an additional \$850,000 is included in the 2011 budget for the design services for the Rock Haven Building Project, A/C 18-1851-0000-67200. This project is funded by long-term debt proceeds.

Sherry Oja  
Senior Accountant / Assistant to the Finance Director

LEGAL NOTE:

The County board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats., and the Rock County Purchasing Ordinance. Professional services are not subject to bidding requirements of §59.52(29), Stats.



Eugene Dumas  
Deputy Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Craig Knutson  
County Administrator

**- EXECUTIVE SUMMARY -**

**CONTRACT AUTHORIZATION FOR ARCHITECT/ENGINEERING SERVICES – DESIGN DEVELOPMENT STAGE WITH EPPSTEIN UHEN OF MILWAULKEE, WISCONSIN FOR THE ROCK HAVEN FACILITY REPLACEMENT PROJECT**

The County has contracted with Eppstein Uhen, Architects/Engineers as the Architect/Engineer for the Rock Haven Facility replacement project. The firm has completed the Schematic Design stage and is ready to proceed to the Design Development stage

A proposal has been received from Eppstein Uhen to provide architect/engineering services in the amount of \$438,600 for the Design Development stage of the project plus reimbursable costs not to exceed \$12,000.

The County also will be contracting with The Samuels Group for Owner's Representation services. The Eppstein Uhen proposal takes into account the County contracting with an Owner's Representative such that the Eppstein Uhen contract avoids duplication of effort that an architect/engineer firm would normally provide if the County did not contract with an Owners Representative.

Per discussion at the 12/7/10 joint General Services Committee and Health Services Committee, The Samuels Group has agreed to undertake an analysis of the Schematic Design phase in order to identify the advantages and disadvantages of re-visiting the project footprint, program and/or square footage-cost. It is anticipated that the report will be available on or about January 15, 2011.

In the event the General Services Committee based upon the results of the Samuels Group report directs the architect to revisit the Schematic Design phase, the architect would bill for the work under the Additional Services section of the contract on a time and materials basis.