



Atrium Health

Atrium Health Cabarrus

920 Church Street
Concord, North Carolina
Request for Proposal (RFP)
for Design Services
Renovation of a Behavioral Health Patient Holding Area
JAZZID 14452
Date of Issuance:
March 30, 2026

Atrium Health

Facilities Management Group
Planning, Design, and Construction (PDC)
P.O. Box 32861
Charlotte, North Carolina 28232-2861

OVERVIEW

Services Requested: Architectural
Location: Atrium Health Cabarrus, Concord NC
Contract Type: AIA B121, AIA B221

PROJECT GOALS

Atrium Health is defined by our Mission, Vision, and Values:

- Our Mission: “To improve Health, elevate Hope, and advance Healing - for all”
- Our Vision: “To be the first and best choice for care”
- Our Values: “Caring, Commitment, Integrity and Teamwork”

SCOPE OF SERVICES

The vendor will provide the following Scope of Services as generally described below:

- A. Atrium Health (Owner) intends to engage a firm which will provide design services to renovate and improve Behavioral Health areas - Emergency Department Behavioral Health and Senior Behavioral Health. The renovation will include updates to meet current FGI guidelines. The selected Design Firm will work with Owner’s team to complete the scope of services detailed herein. The project is funded through a subaward by Cabarrus County from funds through the federal American Recovery Plan Act.

- B. Key elements of the program include (See Attachment D)
 - 1. Upgrade two metal Behavioral Health toilets in our Emergency Department to porcelain.
 - 2. Convert motion-sensor lighting to warm, adjustable dimmer lighting (12 locations)
 - 3. Sound dampening the tele-psych room to reduce echo and improve communication
 - 4. Add table and four additional chairs in the communal area
 - 5. Secure nurse station with laminated glass divider and access control door in BH1 and Senior BH.
- C. Anticipated completion date for services requested is 06/01/2026
- D. Anticipated completion date for Project is 12/01/2026
- E. State Regulatory Agency NC - DHSR plan review required.

PROJECT APPROACH

The primary goal of this selection process is to choose the most qualified vendor whose firm has at least five years of successful experience in renovations of occupied acute healthcare projects in North Carolina. Evaluation will focus on project outcomes, client references, and demonstrated ability to complete renovations safely and efficiently in occupied acute healthcare settings.

PROPOSAL REQUIREMENTS

Please review the following information and prepare a comprehensive proposal response that includes all items within this section. Do not submit standard marketing responses, be project specific.

- A. Project Team (Project Executive, Project Manager and Project Assistant)
- B. Prior project experience in Behavioral Health
- C. Prior project experience with Atrium Health
- D. Prior project experience with DHSR
- E. Schedule and Fee

RFP QUESTIONS AND SUBMISSION REQUIREMENTS

Any restriction, limitation or prohibition of use or release of proposal materials must be clearly indicated as proprietary and identified in the proposal. Fees will be considered proprietary.

Owner shall not be liable for any costs incurred by respondents in preparation and submission of proposals nor for costs related to any element of the selection and contract negotiation process.

Contact Name: direct all questions to the following.

Daniel.Martin1@AdvocateHealth.org

Eugene.Wright@AdvocateHealth.org

All questions should be submitted via email to the Contact Names above. All questions and the Owner's responses to all questions will be shared with all firms. Questions and responses will be posted on the Cabarrus County website.

Please submit one (1) electronic copy of the proposal via email to:

Eugene.Wright@AdvocateHealth.org
Jeffery.Schroder@AdvocateHealth.org

1) Contract Agreement

- a) The vendor must be able to meet all of Atrium Health's vendor guidelines, processes, contracts and requirements (See Attachments A, B, & C).
- b) All RFP submissions become property of Atrium Health.

RFQ forecasted schedule of events and general timeline for the Project

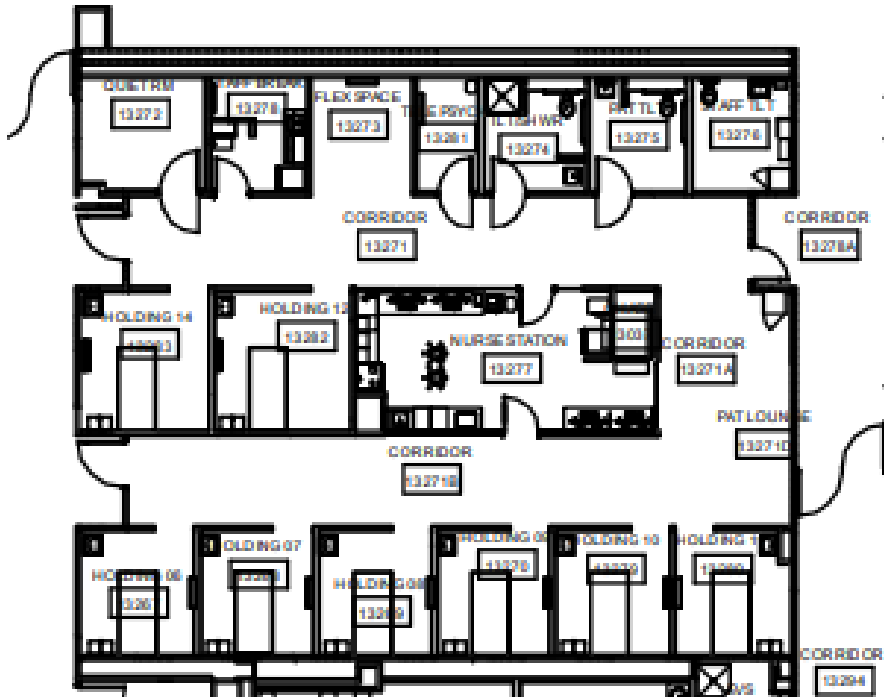
- Owner issues RFP & Post Cabarrus County website March 30, 2026
- Questions from vendor firms due April 6, 2026, 1pm EST
- Owner responses to questions from vendor's April 8, 2026
- Proposals due from vendor firms for RFP April 13, 2026, 3pm EST
- Vendor award April 20, 2026

PARTICIPATING DESIGN FIRMS

The project will be posted on the Cabarrus County website, www.cabarruscounty.us and any qualified vendor firm can submit a proposal. The award will be given to the firm that best meets the requirements contained in proposal.

Emergency Department Behavioral Health 2 – Level 1

- Replace room lighting switches to dimmers, remove motion sensors (12 rooms)
- Tele-psych Room (13281) add BH Compliant sound damping panels (room has echo)
- Addition of 1 table and 4 chairs in communal area



Senior Behavioral Health – Level 4

- Secure Nurse Station laminated glass divider and access control door



EXHIBIT H

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- I. Archive Project Documentation Requests**
- II. Milestone Submission and Closeout Manual Process**
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- VI. Exterior Signage Process**
- VII. ARC Flash Process**
- VIII. Electrical One-Line Diagrams (Future)**

Section 1 – Archive Project Documentation Requests

1. Initial Request for Facility Models (Greater Charlotte Market) or Facility CAD Files (Wake Forest Market)
 - a. All facility model / facility CAD file requests must be accompanied by a completed File Room Request Form located on the Greater Charlotte Atrium Health External SharePoint site. Incomplete submitted forms will be sent back to the requestor or rejected.
 - b. A zip file will be uploaded to the request form located on the Greater Charlotte Atrium Health External SharePoint site, containing:
 - i. FM model in Revit Format (for Greater Charlotte projects) or Facility CAD File (for Wake Forest projects)
 - ii. Any linked/attached files such as DWG or Revit models (MEP/Structural)
 - c. The following can be found on the Greater Charlotte Atrium Health Internal SharePoint site or the Wake Forest BIP site, which all consultants have access to. **You do not need to put in a file room request as you can search for these files yourself.**
 - i. Archival BIM Projects:
 1. Archive project drawings can be found in PDF format only.
 2. Archive project specifications and/or closeout manuals in PDF format only.
 - d. Any supplemental files such as but not limited to CAD files may be requested and provided if they are available. Please be very specific when requesting any supplemental files.

Section 2 – Milestone Submission and Closeout Manual Process

1. BIM Execution Plan
 - a. The signed BEP per the E203-2013 document must be sent into the BIM Department no later than 14 days after the contract has been signed. At least one member of each design firm must sign the document.
 - b. If you are the only designer working on a project a BEP is not required.

2. Completion of Milestone Submission
 - a. Milestone Submission is defined as Schematic Design, Design Development, Construction Documentation, and Record Documents.
 - b. A/E to submit the Milestone Submission package as a single zip file uploaded to the Atrium Health SharePoint site Submission Form for submission review and archiving. Package must be formatted per the Atrium Health deliverable folder structure using the Atrium Health Package for Submission Revit Utility. Package must be uploaded to the form on the Atrium SharePoint site – maximum file size is 20 GB. SharePoint is the current Atrium Health IAS approved file transfer site. Third party sites (Dropbox, Box, etc.) are no longer approved by Atrium Health IAS. File transfers should only be made via the SharePoint site.
 - c. The A/E shall submit via the Atrium Health Project Submission Form found on the Greater Charlotte Atrium Health External SharePoint site.
 - d. Drawings and Project Information submitted without the Atrium Health Project Submission Form will not be filed in the system of record and will not be considered for proper submission.
 - e. All Atrium Health projects using **ACC/BIM360** must follow the same document submittal process.

3. Closeout Manual / Substantial Completion
 - a. Designer of Record shall submit Closeout Documents in two parts (Items #01 to #10 for Substantial Completion) (Items #11 to #30 for Record Documents & Project Closeout).
 - b. Designer of Record shall deliver items #01 to #10 to the Atrium Health Project Manager and Facility Manager for review and sign off acknowledging completion of these items. Once complete the Designer of Record will submit Substantial Completion Documentation (Items #01 to #10) using the Atrium Health Project Submission Form found on the Atrium Health SharePoint site and shall select the “Closeout Manual” option from the phase drop down, use zip files only when uploading to the Atrium Health SharePoint site Submission Form.
 - c. Designer of Record shall submit remaining Closeout Documentation (Items #11 to #30) using the Atrium Health Project Submission Form found on the Atrium Health SharePoint site and shall select the “Closeout Manual” option from the phase drop down, use zip files only when uploading to the Atrium Health SharePoint site Submission Form.
 - d. Closeout Manual shall be formatted per the folder structure found on Project Closing Documents Worksheet (01 77 03) of the Atrium Health Facility Standards and as listed below: **DO NOT CHANGE THESE FOLDER NAMES. ONLY MODIFY THE FOLDER NAME BY ADDING “-NA” IF FOLDER IS NOT APPLICABLE TO YOUR PROJECT. SUBMISSIONS WITH FOLDER NAME CHANGES WILL BE REJECTED. ALL SUBMISSIONS MUST INCLUDE ALL 30 FOLDERS.**
 1. Warranty Call-Back List
 2. Certification of Training
 3. Certificate of Occupancy or Completion
 4. DHSR Approval
 5. Substantial Completion Certificate
 6. Contractor’s General Warranty

7. Sub-Contractors' General Warranty
8. Manufacturers' Warranty
9. Operations and Maintenance Instructions
10. EAM Report
11. Test and Balance Report
12. NFPA Fire Alarm
13. Arc Flash Documentation
14. Electrical Grounding Report
15. Sprinkler Certification
16. Domestic Water Sterilization Certificate
17. Hot Water and Eyewash Station Certification
18. Vendor Med Gas Certification
19. Atrium Health Medical Gas Certification
20. Radiation Shielding Integrity Certification
21. Line Isolation Monitor Test
22. Asbestos Abatement Documentation
23. Environment Compliance Documentation
24. Boiler Inspection and Certification
25. Elevator Certification
26. Utilities Account Information
27. Lightning Protection Certification
28. Termite Certification
29. Contractor's Transmittal of Keys Letter
30. Commissioning Report

- e. A sample folder structure is available on the Atrium Health SharePoint Site for you to use: [Closeout Manual Documents](#)
The folder structure in the ZIP file does have a few folders that are abbreviated since we are limited to a 256-character folder structure.
- f. Individual PDF documents shall follow the naming conventions for Non-Revit Project Documentation listed in the E203, Exhibit BB-Section II Naming Conventions.
- g. Do not create new folders of any kind.
- h. Do not put symbols (#, &, %, @) or sub-files in the format as it cannot be uploaded into the Atrium document management system. Files formatted incorrectly will be required to resubmit.
- i. The A/E will receive a pass notification and signed Substantial Completion Form if the closeout manual is approved. A rejection notification will be received if a resubmission is required.
- j. Closeout Manuals submitted without Atrium Health Project Submission Form will not be filed in the system of record and will not be considered for proper submission.
- k. Please do not add any additional folders.
- l. Please do not add training videos or PDF copies of your record documents to the closeout manual. **The Record Drawings & Specifications section per the Closing Documents worksheet is there to remind you that Record Documents must be submitted after Part 1 Closeout Manual has been approved.**

Record Drawings & Specifications <small>Per Exhibit H. DOR uploads through SharePoint</small>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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4. Atrium Health Deliverable Requirements at each Milestone Submission:
 - a. BIM Projects
 - i. Formatting per E203, Exhibit BB. Includes the following:
 1. Revit Files
 2. Clash Detection Files
 3. Digital Drawings (**PDF and DWF format for each drawing sheet**)
 4. Non-Revit Project Documentation which includes Project Manual.
 - ii. Record Documents: Includes all files above and PDF scans of contractor as-builts. Please do not include a copy of the closeout manual in the RD Submittal as the Closeout Manual is a separate submission.
 - iii. Closeout Manuals: See Section 2.3 above.

Section 3 – Attainia / Owner Provide Equipment Coordination Process

1. Atrium Health Material Resource Management (MRM) uses Attainia to specify and plan all owner provided equipment (except IAS- computers, printers, etc.)
2. PM to contact assigned MRM representative at project initiation to coordinate project schedule and information exchange protocol.
3. Based upon compliance with schedule and information protocol noted in 2 above, MRM representative to send A/E Spec Item Detail Report a minimum of 10 days prior to completion of construction documents. MRM will endeavor to provide A/E Spec Item Detail 30 days prior to completion of construction documents when possible. Spec Item Detail Report is an Excel based equipment schedule that is utilized by the Atrium Health Revit Place Equipment Utility. The utility auto-imports required equipment data into the correct Revit parameters and allows for better equipment coordination (location and services/utilities).
4. A/E shall use the Attainia equipment identification number for callouts and schedules. Equipment plans and schedules created using generic or A/E created numbering systems will be rejected at the milestone submission review and a resubmission will be required.
5. A/E shall update the record model with final Spec Item Detail Report provided by MRM representative.
6. If your project requires the use of a third-party equipment planner/vendor, the equipment planner/vendor is required to meet all Atrium Health BIM Standards & Guidelines per Exhibits A, BB, CC, and H. All third-party equipment planners/vendors producing and working in Revit are required to be trained by the Atrium Health BIM Department.

Section 4A – Asset Tagging Process – General Contractor Asset Tags the Project

1. The contractor is responsible for tagging all required equipment as shown in the Atrium Health Asset Tagging Standards with an Atrium Health issued barcode/asset tag. The required equipment list shall be generated from the Revit Project Model. This applies to all Atrium Health and *Lincoln Properties* managed facilities. At this time all medical gas assets will be asset tagged by Atrium Health; this information will be turned over to the general contractor to incorporate into the Revit models. At this time patient beds will be

- asset tagged by the vendor. ***The final EAM Report and CMS Report must be provided for review in Part 1 of the Closeout Manual prior to input into the CMMS system.***
2. Prior to all design submissions, the A/E team shall generate an EAM excel report (Enterprise Asset Management Report) directly from the Revit model using the Atrium Health Revit Add-on Utility, and those spreadsheets will need to be included in all submissions. **Do not manually add assets or manipulate the exported spreadsheet. Only manipulate the EAM report if asset tagged items are on the roof or are located outside of the building. If so, please manually fill in the room name and room number in the spreadsheet with “ROOF” OR “EXTERIOR” when you provide your EAM reports as part of your BIM Submissions and Closeout Manual. Please highlight the manipulated cells so the GC & BIM Team know something has been manually updated. If any other room information is missing in the report for new, demolished or relocated items, you are required to fill in this information manually and highlight the cells, so the GC & BIM Team know something has been manually updated.** All items that require asset tags need to be in the Revit model. The A/E team shall include the report and Asset Tag process in the project specifications section **01 10 00 – Designer General**.
 3. During the BIM Review process the BIM Team will review the submitted Enterprise Asset Management reports as well as pull new reports from the submitted models to ensure Enterprise Asset Management model accuracy. For the reports to generate asset data properly the A/E need to review the room heights located in the architectural model. The Architect must adjust the room heights in their model to allow for items located 8’-0” above finished floor to be accounted for in *all other* project models. All rooms should have their height set to the “deck above” *or* “level above”. Doing so will properly populate the room name and room number columns located in the spreadsheet. Also, rooms must also be in the last phase of the model.
 4. At the **FIRST** pre-construction (OAC) meeting between A/E team and contracting team, the Enterprise Asset Management Report will be reviewed, and the report ownership will be transferred to the contracting team. **The project team should discuss ANY assets that are being relocated or demolished.** Physical copies of the Enterprise Asset Management Report must be given out to **ALL** attendees of the first OAC meeting. Changes to the Enterprise Asset Management Report during construction must be communicated with the entire design team and reflected in the models. All assets listed on the Enterprise Asset Management Report must correspond to the correct Revit Element ID.
 5. After the pre-construction meeting and prior to construction start, the contractor will request barcodes(Asset Tags) for their project via the “Asset Tag Request Form” located on the Greater Charlotte [Asset Tagging Standards](#) SharePoint Site. Additional information as well as order pickup can be found on the website.
 6. After the order form is received a Facilities Maintenance Management System Support Team Representative will issue the barcodes that are to be placed by the contracting team during project construction. Typical processing time is 3–5 business days. The contractor must account for this time when submitting the initial Asset Tag request form.
 7. The Design Team and General Contractor are responsible to track all asset tag numbers of **DEMOLISHED** and **RELOCATED** assets placed in the project Revit Models. Tracking demolished items and their asset tag number is part of the decommissioning process. The GC must provide the design team with the asset tag numbers for these

- demolished or relocated assets for incorporation into the final Record Document project models. All relocated or demolished assets within the project scope must be shown in the EAM reports.
8. Prior to the above ceiling punch, contracting team shall submit the Enterprise Asset Management Report to the A/E for audit during above ceiling and final list walkthrough. If there are multiple items of the same asset type within the same room or space, the GC should provide a drawing to the A/E showing specific asset locations and asset tag numbers.
 9. The A/E team shall visually check that asset tags are applied and spot check that the tags on equipment match the asset tag numbers on the Enterprise Asset Management Report. Any missing tags or number discrepancies shall be addressed by the contracting team in the field and in the Revit model.
 10. The contracting team shall submit the final Enterprise Asset Management Report to the A/E team prior to substantial completion for final review and coordination.
 11. The Enterprise Asset Management Report is part of the Closeout Manual Review and requires review and sign-off from Atrium Health FM and/or Lincoln Harris.
 12. The A/E team will submit the finalized coordinated EAM reports and CMS reports with the Closeout Manual Part 1 Submission under TAB # 10 – EAM Report, to get sign off on Substantial Completion.
 13. After Part 1 of the Closeout manual has been reviewed and approved the Enterprise Asset Management Reports are sent to the EAM Team so the data can be added to the CMMS system. After Record Documents are received, a validated EAM report is generated from the RD models and given to the EAM team for final documentation in CMMS.
 14. The final Revit model updated with all Enterprise Asset Management Report Information shall be submitted at the Record Document phase.

Section 4B – Asset Tagging Process – 3rd Party Vendor Asset Tags the Project

1. *Please see the **2026 Atrium Health Asset Tagging Requirements** document dated 02/26/2026 for the new **Asset Tagging Process when Utilizing a Third Party Vendor**.*
2. *This new 8 step process is required in the Greater Charlotte and WFBH Markets.*

Section 5 – Room Numbering / Room Naming Process

1. During the existing conditions survey, the A/E is to verify actual room names and room numbers with the Atrium Health Facility Model or Wake Forest Facility CAD file.
 - a. If a discrepancy is found, a PDF/DWF markup showing the required changes to the Atrium Health facility model or Wake Forest Facility CAD file must be submitted to the BIM Team prior to any submission. Please send all discrepancies to the BIM Manager.
 - b. The BIM Team will correct the FM model or Facility CAD file and issue a revised model or CAD file along with a room numbering preference for that project.
2. For room names and room numbers for newly built or acquired facilities, the A/E team must submit to the BIM Team a schematic level plan showing proposed numbers for approval prior to any BIM Submissions. Once reviewed the BIM Manager will sign off on that room numbering/ room naming plan.

3. Following BIM guidance, the A/E is responsible for reviewing all patient room numbers/naming plans with facility operational leadership and POM for approval.

KEY ASSUMPTIONS:

- Room names and room numbers for new rooms added to an existing facility must match the formatting of the existing rooms as closely as possible. New rooms adjacent to existing rooms should follow the existing room number sequencing.
- Submissions including floor plans containing generic room numbers will be rejected.
 - For example, a new room numbered 100 or 1001 adjacent to an existing room on the second level numbered 2354 will be rejected.
- Floor level, suite number, wing, room location and adjacent room numbers should all be considered when assigning new room numbers.
- Before assigning a new room number, A/E to verify that a duplicate does not exist within the FM Model. **Do not use room numbers from any CAD files or archive PDFs.** The base CAD files are only to be used for showing detail not included in some FM models. For example, millwork, plumbing fixtures, handrails, equipment etc.
- All room names and room numbers found on the construction documents must match the actual as-built room signage.
- Room numbers for rooms outside of the project scope must match the room numbers shown in the FM model.

Section 6 – Exterior Signage Process

1. During Programming Phase, the A/E Design Team is to engage the *Signage Project Manager* for all projects that will involve exterior signage. Examples of projects with exterior signage are Ground-up buildings, site Monument Signage, and Interior Upfits that include Exterior Signage.) The A/E is to provide site plan, shell plans and any building shell elevations impacted by the project, whether proposed or existing.
2. *Signage PM* should be consulted on any signage going to Senior Level Administration to ensure that all branding and sign standards are accurate.
3. Following receipt of the exterior site and building information, *Signage PM* will provide proposed locations of exterior signage and indicate for each location whether signs are to be internally, externally, or not lit. *Signage PM* will also provide to the A/E electrical requirements for lit signage.
4. During Schematic Design Phase, the A/E Team will upload to BIM the elevations, floor plans, and proposed electrical installation locations to accommodate signage.
5. *Signage PM* will get ordinances for each location and have artwork prepared based on discussed building and site layouts as well as elevations. To ensure visibility and enhance Wayfinding, *Signage PM* will provide feedback to the A/E on the design of the locations on the building and site on which the signage will be placed (canopies, parapets, sign bands, entrance monuments, etc.)
6. Upon receipt of approvals by all Atrium Health Owners and Administrative bodies, *Signage PM* will deliver the approved artwork to the A/E Team for use in placement and coordination of signage for the building and site.

7. Following delivery of the exterior signage package by the *Signage PM* to the A/E Team, the A/E shall upload signage elevations and site plan information to BIM as part of the CD phasing upload.

Section 7 – ARC Flash Process

1. If applicable, during first design phase (likely DD's) DR (Designer of Record) shall request existing ARC Flash Facility documents utilizing the Atrium Health archive document request process. For new facilities, since Arc Flash documents are not available, this step is just to request numeral 2. Below.
2. Once initial request is received, Atrium Health FM EE will assign SKM Consultant.
3. DR to coordinate with *the Electrical Contractor and* AF-SKM Consultant throughout design and construction to maintain SKM files and report.
4. During Construction, contracting team must apply ARC Flash Labels and Implement Approved Recommendations from ARC Flash Report.
5. At Construction Completion, DR/EC to work with AF SKM Consultant to prepare final SKM Model and Report. Final Report must update master files. A partial submission will not be acceptable.
6. DR to submit Final AF SKM Model and Report at Construction Completion Phase. This is a separate BIM Submission using the Atrium Health SharePoint Submission Form.
7. Atrium Health Facility ARC Flash Project coordinator will field audit equipment to validate model.
8. Atrium Health FM ARC Flash Team to review submission and provide comments on Atrium Health Submission Form. All comments and resubmission must be addressed by required timeframe set by Atrium Health FM ARC Flash Team.
9. If necessary, DR to re-submit Final AF SKM Model and Report at Record Documentation Phase.

~~Section 8 – Electrical One-Line Diagrams (Future)~~

- ~~1. During Schematic Design the A/E shall request the existing master electrical one-line documents utilizing the Atrium Archive document request process.~~
- ~~2. A/E to use Atrium Health One-Line Diagram Revit template available on SharePoint. Diagram shall be color coded per Atrium Health /DHSR standards.~~
- ~~3. The one-line diagram will include the following:~~
 - ~~a. Transformer name, KVA ratings, voltage ratio, and winding connections~~
 - ~~b. Feeder cable phase, neutral, and ground sizes, conductor material, and conduit size~~
 - ~~c. Switchgear, switchboards, panelboards, MCCs, fuses, and circuit breakers. should show names and continuous current ratings. Note amp trip ratings when they differ from sensor or plug ratings or from feeder conductor ratings. Define all circuit ampacities feeding electrical distribution equipment.~~
 - ~~d. It is recommended to show all branches to end use equipment where the protective device in the distribution equipment is greater than 50A.~~

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- ~~e.—Automatic transfer switch name, continuous current rating, type of open or closed transition, and branch name or section of the NEC that applies to the branch~~
 - ~~f.—Protective relays with appropriate device numbers, and CTs with associated ratios~~
 - ~~g.—Detailed legend indicating device types, identification, and other significant details~~
- ~~4.—Prior to record documents, A/E to request current Master Facility electrical one-line diagram utilizing the Atrium Health archive document request process. A/E to coordinate and updated master one-line file with as-built conditions order to maintain the master facilities on-line riser diagram.~~
 - ~~5.—A/E to submit Final Master Facility one-line diagram at Record Documentation Phase. This will be included in the final Revit/BIM Record Document submission.~~
 - ~~6.—Atrium Health BIM and FM Team to review submission and provide comments on Atrium Health Submission Form. All comments and resubmission must be addressed by required timeframe set by Atrium Health BIM Team.~~

DRAFT AIA® Document B121™ - 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

MASTER AGREEMENT 2026

This MASTER AGREEMENT is entered into as of the **1st day of January, 2026**, by and between [REDACTED], with an office located at [REDACTED] (“Design Professional”), and **ATRIUM HEALTH, INC.**, a North Carolina nonprofit corporation located at 1000 Blythe Boulevard, Charlotte, North Carolina (“Atrium”), acting for itself and as contracting agent for the CHARLOTTE MECKLENBURG HOSPITAL AUTHORITY d/b/a ATRIUM HEALTH, a North Carolina Hospital Authority (“CMHA”); WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER, a North Carolina nonprofit corporation (“WFUBMC”); WAKE FOREST UNIVERSITY HEALTH SCIENCES, a North Carolina nonprofit corporation (“WFUHS”); NAVICENT HEALTH, INC., a Georgia nonprofit corporation (“Navicent”); and FLOYD HEALTHCARE MANAGEMENT, INC., a Georgia nonprofit corporation (“Floyd”).

All references to “Architect” in this Master Agreement are understood to refer to “Design Professional,” as a party engaged in providing professional design services.

CMHA, WFUBMC, WFUHS, Navicent and Floyd may each be referred to in this Master Agreement as a “Contracting Principal” and, collectively, as the “Contracting Principals.” “Owner,” as used in this Master Agreement, shall mean: (i) the Contracting Principal that has signed a Service Order with respect to a particular Project, when the term “Owner” is used herein with respect to a particular Project, or (ii) Atrium, when the term “Owner” is used herein generally and without respect to a particular Project.

The Owner and Design Professional agree as follows.

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

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

This document does not contain a description of the Architect’s scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective until December 31st of the year in the date written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

John Rawsthorne, Vice President
Planning, Design & Construction
Atrium Health
Planning, Design & Construction
P.O. Box 32861
Charlotte, North Carolina 28232-2861

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

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§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

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

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 Notwithstanding terms to the contrary in this Agreement or elsewhere, 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 services provided pursuant to a Service Agreement. The Architect shall be properly licensed in the jurisdiction where each Project specified in a Service Order is located, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.2 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 Master Agreement or any Service Agreement. Architect shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interest, subject to Architect's professional code of ethics. These obligations shall apply to the activities of Architect's employees, consultants, and agents in their dealings and relations with Owner's current and former employees and their relatives. Architect shall abide by Owner's System of Integrity, which is incorporated herein by reference, which conducting all business, transactions, and operations related to the Project. Architect's provision of the same or similar services to other clients is not restricted by this Section.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement and until the expiration of any statute of limitation or repose applicable, in the jurisdiction where a Project specified in a Service Order is located, to any legal action filed in a court of law challenging the sufficiency of the Architect's services.

- .1 Commercial General Liability with policy limits of not less than « One Million Dollars » (\$«1,000,000») for each occurrence and «Three Million Dollars » (\$«3,000,000 ») in the aggregate for bodily injury and property damage. Owner shall be listed as an additional insured under the Architect's Commercial General Liability policy.
- .2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

- .3 Workers' Compensation at statutory limits.
- .4 The Architect shall maintain in force an Architect and Engineering Professional Liability insurance policy providing coverage for negligent errors and omissions in professional services that might be rendered pursuant to a Service Order. Architect will require its subconsultants to maintain professional liability insurance with coverage terms and limits appropriate to their disciplines and services for this project. Such insurance shall provide claims made coverage with per claim and aggregate limit in the amounts indicated below, depending on the Owner's Budget for the Project described in the Service Order. The Architect shall add the Owner as a certificate holder under such insurance policy so that Owner is provided notice of cancellation or non-renewal.

Owner's Project Budget	PL Coverage per Claim	PL Coverage in Aggregate
Up to \$10,000,000	\$1,000,000	\$1,000,000
\$10,000,001 to \$50,000,000	\$3,000,000	\$5,000,000
Above \$50,000,000	\$5,000,000	\$5,000,000

- .5 **Additional Insured Obligations.** To the fullest extent provided by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies.
- .6 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 3.3. The Architect represents that it currently maintains the insurance coverage identified on the Certificate of Insurance attached as **Exhibit A** to this Agreement.

§ 3.4 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 the 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.

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method. Notwithstanding the foregoing, however, changes due to reasonable comments made by Owner that are not inconsistent with previous approvals upon the Owner's initial review of Documents at each phase of the work shall not entitle Architect to an adjustment;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations enacted or revised following the completion of the Construction Documents, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the

- building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 [Reserved]
 - .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, except any necessary hearing or proceeding before any agency having jurisdiction that must review and approve the Project for permit;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except the Owner will not be liable to pay for Architect's services provided at legal proceedings to the extent such services are necessitated by the Architect's adjudged negligence;;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
 - .12 Providing services subsequent to Design Development requiring redesign work in an effort to lower the cost of work (Value Engineering) not necessary to complete documentation of the Project; or,
 - .13 Revising the building information model after approval of the Construction Documents, except that the Architect as a Basic Service will revise the building information model during the Construction Phase to clarify Architect's design intent for submission of the building information model to the Owner as part of the As-Designed Record Documents. Incorporation of additional information, beyond clarification of the Architect's design intent, are Additional Services. These Additional Services include, but are not limited to: (i) adding data in support of building operations and maintenance; (ii) providing additional details or model content in support of the Contractor's modeling responsibilities.

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

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

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

- .1 **Up to two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Monthly site visits** by the Architect during construction from start of construction to substantial completion.
- .3 **Up to two (2)** 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 **Up to two (2)** inspections for any portion of the Work to determine final completion

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement or a Service Order, the Owner shall provide information in a timely manner regarding requirements for and limitations on a Project specified in a Service Order, 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. The Architect shall be responsible for identifying additional information that may be required from the Owner in order to ascertain, understand, and analyze the Owner's needs and requirements. Additional information if necessary to the work of and requested by the Architect, will be developed jointly by the Owner and the Architect. The Owner shall furnish the Architect with any existing architectural and engineering plans and drawings related to a Project specified in a Service Order, together with any other relevant and available documents within reason. The Owner, however, makes no representations as to and shall not be responsible to the Architect for the accuracy or completeness of any such material.

§ 5.2 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.

§ 5.3 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, 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 Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that the Owner deems necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Such notice shall in no way relieve the Architect of the Architect's responsibilities under this Agreement to maintain general familiarity with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents.

§ 5.6 The Owner shall establish the Owner's budget for a Project identified in a Service Order, including (1) the budget for the Cost of the Work; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for a Project as necessary throughout the duration of the Project until final completion. If the Owner 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 a Project's scope and quality.

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

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

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

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

§ 5.11 Before executing with a contractor a contract for construction of a Project identified in a Service Order, the Owner shall coordinate the Architect's duties and responsibilities set forth in such Contract for Construction with the Architect's services set forth in the corresponding B-121-2018 Service Order. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor for a Project identified in a Service Order, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to a 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 COPYRIGHTS AND LICENSES

§ 6.1 [Reserved]

§ 6.2 Upon payment of any sum due the Architect hereunder, the Architect hereby grants to the Owner an irrevocable, non-exclusive license to use the Instruments of Service for any purpose and in any manner, in the Owner's sole discretion. Such license shall entitle the Owner to receive the Instruments of Service in electronic form complying with provisions of this Agreement. Upon request by the Owner, the Architect shall also provide the Owner a reproducible set of engineering design calculations that include all such calculations performed by the Architect and the Architect's consultants for the Project. Except for purposes of completing, maintaining or renovating the Project, the Owner agrees that said Instruments of Service and design calculations shall not be given, sold, or transferred to any unrelated individual or entity. The Owner shall hold the Architect harmless for any claim or cause of action involving or arising out of the use of said Instruments of Service on another Project, renovation or extension of this Project by an individual or entity related to the Owner, unless the Architect is retained by said individual or entity. The Architect agrees not to use these same documents for any other project, except upon prior written agreement of the Owner. The Architect shall execute any assignments or other documents required to confirm or memorialize the rights of the Owner under this Section 3.2.

§ 6.3 The Architect shall obtain from the Architect's consultants on the Project assignments of rights substantially similar to those granted by the Architect to the Owner pursuant to Section 6.2, to the extent that such consultants have prepared or contributed to any Instruments of Service on the Project.

§ 6.4 The Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by Atrium. 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.

§ 7.1.2 The Architect and Owner waive consequential damages, including lost profits, lost revenues, loss of use and loss of reputation, for claims, disputes, or other matters in question, arising out of or relating to this Agreement or an applicable Service Order, except to the extent that such damages may be covered by insurance. This mutual waiver is applicable to all consequential damages due to either party's termination of this Agreement.

§ 7.2 [Reserved]

§ 7.3 Arbitration

§ 7.3.1 Any claim between the parties arising or relating to this Master Agreement or a Service Agreement entered into pursuant to this Agreement, whether in contract, tort or otherwise, shall be subject to, and decided exclusively by, arbitration. Unless the parties mutually agree otherwise, the arbitration shall be administered by a panel of three (3) arbitrators selected by the parties as set forth below and shall be conducted in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the American Arbitration Association or, upon agreement of the parties, another person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. If the dispute to be arbitrated is between the Owner and Contractor, or between Owner and Architect, each party shall select one arbitrator and the two arbitrators selected by the parties shall select the third arbitrator. If the dispute to be arbitrated is between the Owner, Architect and Contractor each party shall select one arbitrator. In either event, the arbitrators so selected shall select a chairman of the panel who shall be responsible for administering the arbitration. Unless all parties otherwise agree in writing, all arbitration proceedings with respect to a claim shall be concluded within twelve (12) months of the delivery of the first arbitration demand with respect to such claim.

§ 7.3.1.1 A demand for arbitration shall be made no later than 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 or statute of repose (were an action concerning this Master Agreement or an applicable Service Agreement filed in a court of law in the jurisdiction where the Project specified in the Service Order is located). For statute of limitations or repose 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. Any claim not made within the time limits specified by this Section 7.3.1.1 shall be forever barred.

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

§ 7.3.3 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.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master 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).

§ 7.3.4.2 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.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

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

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are 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.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

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

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In the event of termination not the fault of the Architect, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred to the date of termination.

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

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, 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.

See Exhibit B for Hourly Rates of Architect's Employees

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Mileage expenses for travel from the Architect's office which exceeds 40 miles one-way, out-of-town travel and subsistence with airfare for out-of-town travel not exceeding normal coach airfare if authorized in advance by the Owner, not to exceed then-current IRS guidelines;
- .2 Long distance communications with authorities having jurisdiction over the Project with charges being the actual net long distance charges of the actual long distance provider;
- .3 Fees paid for securing the approval of authorities having jurisdiction over the Project;
- .4 Reproduction expenses limited to those documents solely for Owner's use, those documents used in bidding and negotiating the Project, those documents submitted to authorities having jurisdiction over the Project, those documents required for the construction of the Project, and handling and delivery of documents submitted to authorities having jurisdiction over the Project;;
- .5 Postage, handling and delivery for the purposes listed in Section 6.2.1.4;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 [Reserved]
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses as requested by Architect and authorized in advance by the Owner;
- .11 Other expenditures by the Architect are not reimbursable unless authorized in writing by the Owner.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **ten** percent (10 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed and reimbursable expenses incurred. Payments are due and payable **Thirty** (30) days from the date of receipt of the Architect's valid invoice Amounts unpaid **sixty** (60) days after the invoice date shall bear interest at an annualized rate not to exceed the prime rate. Interest on unpaid amounts is not applicable on invoices that are incomplete or otherwise in error provided the Owner notifies the Architect within fifteen (15) days of the Owner's receipt of the Architect's invoice.

§ 9.5.1.2 The Owner may withhold payments to the Architect to such extent as may be reasonably necessary, in the Owner's opinion, to protect the Owner from loss for which the Architect is responsible. In particular, but without limitation, if payments owed by the Architect to the Architect's own consultants and vendors for services rendered on the Project are delinquent for more than thirty (30) days, Owner may, at its option and to ensure the viability of the Project team, either (i) issue a joint check to the Architect and the Architect's contractor or vendor and deduct the amount of such check from any amounts due or to become due to Architect under this Agreement, or (ii) pay such consultant(s) or vendor(s) directly and deduct such payment(s) from any amounts that are due or may become due to Architect under this Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses including accompanying invoices shall be submitted to the Owner's authorized representative. Architect will submit documentation satisfactory to Owner to support all reimbursable expenses.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. The Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

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

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

§ 10.5 Unless otherwise required in a Service 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 (including biological or infectious agents and substances) in any form at the Project site. If the Architect has reasonable suspicions that hazardous materials or toxic substances are present at the Project site, then the Architect shall promptly notify the Owner.

§ 10.6 With the prior written consent of the Owner, 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.

§ 10.7 The Owner and Architect acknowledge that certain information developed under the Master Agreement or a Service Agreement and/or provided or disclosed during the course of their business dealings may be confidential and proprietary information of Owner or of Owner's client(s) ("Confidential Information"). Confidential Information shall include all information not previously known to the Architect or not generally known or readily ascertainable and from which the Architect or others may obtain a business benefit or advantage. If Architect questions whether any information is regarded as confidential by Owner or others, Architect agrees to treat the information as Confidential Information until and unless Owner confirms in writing (upon request) that it is not confidential. Architect also agrees to comply with all applicable Federal and State laws and regulations regarding the confidentiality of protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder (collectively, "HIPAA"). Absent express written consent to the contrary and until the Confidential Information becomes publicly known or otherwise legally available in some manner other than as a result of a breach of this Agreement, the Architect will not use, disclose, transfer, duplicate, or reproduce Confidential Information in any form other than as necessary for completion of tasks under this Agreement. Notwithstanding the provisions of this paragraph, Architect may reveal Confidential Information as required by court order or other lawful process, but Architect will notify Owner of any such order or process and attempt in good faith to allow Owner to contest such order or process. Upon request, Owner may require the Architect to return all copies of documents containing Confidential Information to Owner. Architect is entitled to retain a secure archive copy for legal and regulatory purposes. Architect agrees that it shall be liable to Owner and Owner's clients for any damages Owner and its clients may suffer if such Confidential Information is disclosed due to Architect's action or inaction. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information

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

§ 10.9 All of the records of the Architect and the Architect's Consultants shall be subject to inspection and audit by Atrium for a period of three years after final payment of any Service Agreement related to a Project (or longer, if required by law) to the extent necessary to permit adequate evaluation and verification of (a) Architect's compliance with contract requirements, (b) compliance with Owner's business ethics policies, and (c) compliance with provisions for computing amounts due for professional services and reimbursable expenses. Such records subject to audit shall include those records necessary to evaluate and verify reimbursable expenses and services billed on an hourly basis as they may apply to costs associated with this Agreement. In those situations where Architect's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Architect agrees to provide Owner's representatives with extracts of data files in computer readable format on disks or suitable alternative data exchange formats. The inspection and audit rights granted to the Owner by this Section 10.9 include the right to photocopy relevant documents (as designated by the Owner, and at Owner's expense) from time to time at reasonable times and places.

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

§ 10.10 It is in the best long term interest of Owner and its community to have a strong and diverse construction industry. The Architect agrees to provide evidence of efforts to increase access for opportunities to minorities, women and/or M/WBE firms, and to enter into agreements whenever possible. The Architect agrees to cooperate in expanding these opportunities and to support the goals of Owner. The Architect shall require its consultants to comply with this Section.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

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

§ 11.1 The Architect will act as an independent contractor at all times during the performance of this Agreement. No provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship between the parties. The Architect may use employees of its other affiliated entities to provide services under this Agreement as the Architect sees fit. The Architect will remain the sole entity responsible and liable to the Owner for services provided hereunder, and the rights of the Owner are limited solely to the Architect.

§ 11.2 To the fullest extent permitted by law, no individual shareholder, officer, director, partner, principal or employee of the Architect or Owner shall have personal liability under this the Agreement or for any matter in connection with the professional services provided in connection with the Project.

§ 11.3 Title VII of the Civil Rights Act of 1974 prohibits discrimination in employment. Recognizing its legal as well as social obligation to afford equal opportunity, Architect employs an affirmative action program to further its policy. It is the declared policy of Architect to afford equal opportunity in employment to individuals without regard to race, religion, political ideology, color, national origin and ancestry, disability, medical condition, veteran status, marital status, affectional or sexual orientation, gender, gender identity or expression, or age in accordance with applicable federal, state and local laws.

§ 11.4 The Owner acknowledges that it is familiar with and shall comply with all laws prohibiting bribery and corrupt practices including, but not limited to, (a) the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, "anti-corruption laws"), or (b) any practices involving the use of child labor, forced labor, exploitation of vulnerable people or human trafficking in violation of the UK Modern Slavery Act of 2015 ("anti-slavery laws"). Owner is deemed to have breached this Agreement (which the Architect may immediately terminate) if it is shown that the Owner participated in: (i) offering, giving, receiving or soliciting anything of value with a view to influencing the behavior or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the performance of services under this Agreement; (ii) a misrepresentation of facts in order to influence a selection process or the execution of a contract to the benefit of the Owner and/or the Architect,

including the use of collusive practices intended to stifle or reduce the benefits of free and open competition; or (iii) any other violation of applicable law.

Each party to this Agreement represents, warrants and covenants to the other party that neither it nor any of its officers, directors, employees or agents: (a) has or will make, offer, authorize, solicit or receive anything of value to influence an official to act or refrain from acting in the exercise of his or her official duties or could cause either party to be in violation of any applicable anti-corruption laws; (b) will promise, make or receive any payments or transfers of value with the purpose of engaging in unlawful bribery or other unlawful or improper means of obtaining or maintaining business in violation of anti-corruption laws; (c) has reason to believe that any of its business associates (including without limitation any agent, representative, consultant or other person retained by or paid by such party) has engaged in or has taken any action which would place either party in violation of any applicable anti-corruption laws; and (d) has been or is engaged in any practices in violation of anti-slavery laws.

§ 11.5 Sustainable Design. Certification systems and guidelines such as the LEED Green Building Rating System are intended to promote environmentally responsible buildings. If the Owner requires a Project to achieve a particular certification, energy savings or performance level, the Owner will notify the Architect, and the Architect will design that Project to those criteria. Because no one party has complete control over whether or not certification is granted, the Architect does not warrant or represent that a Project will achieve certification or any particular level of certification. Similarly, the achievement of any particular energy savings or performance level ultimately depends upon the Owner's use, operation and maintenance of a completed Project and, therefore, the Architect does not warrant or represent that a Project will achieve a particular energy savings or performance level or be eligible for tax credits or other financial incentives.

§ 11.6 If a Project requires observation and reporting of existing structures, there may be conditions concealed from reasonable inspection that differ from available documentation or other information. Architect is not responsible for costs or delays resulting from the later discovery of actual conditions.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Master Agreement.)

« »

- .3 Exhibits:

Exhibit A: Architect's Certificate of Insurance
Exhibit B: Architect's Hourly Rates

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

« »

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

OWNER (Signature)

**John Rawsthorne, Vice President
Planning, Design & Construction
Atrium Health**

(Printed name and title)

DESIGN PROFESSIONAL (Signature)

« »« »

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

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AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number « » made as of the « » day of « » in the year « »

BETWEEN the Owner:

[Contracting Principal Name and Address]

and the Design Professional:

[Architect Name and Address]

for the following PROJECT:

[Project Name and Address]

Atrium Health, Inc. and Design Professional have entered into an AIA B121-2018 Master Agreement (the “Master Agreement”) dated as of January 1, 2026, a modified version of an American Institute of Architects form, that sets forth the general terms and conditions under which the Design Professional is to provide design and other services to Atrium Health and its “Contracting Principals” (as defined in the Master Agreement).

Owner is expressly designated as a “Contracting Principal” under the Master Agreement and is therefore entitled to enforce the duties and obligations of Design Professional thereunder with respect to the “Project” (as defined herein). With respect to the Project described herein, Owner shall have the duties and obligations of “Owner” as set forth in the Master Agreement.

This Service Order, together with the Master Agreement, form a Service Agreement.

All references to “Architect” in this Service Order refer to Design Professional, as a party engaged in providing professional design services.

The Owner and Design Professional agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect’s scope of services for the Service Order only and is intended to be used with AIA Document B121[™]-2018, Standard Form of Master Agreement Between Owner and Architect

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

[Describe RFP or other Atrium document describing the Project.]

§ 1.2 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. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

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

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

§ 2.1.3 As soon as practicable after the date of the 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.

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

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

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

§ 2.1.7 The Owner, Architect and Contractor will establish permitted uses for all digital information, including a Building Information Model (the "Model") that is a digital representation of the physical and functional characteristics of the Project, to be exchanged on the Project. Such determinations will be set forth in AIA Document E203™-2013, (the "BIM Protocol"), as modified by Owner, the Architect and its consultants, and the Contractor with respect to the Project. The Owner, Architect and Contractor shall comply with the BIM Protocol during all phases of the design, construction and administration of the Project. In particular, and without limitation, the Architect and all other Model Element Authors identified in the BIM Protocol shall deliver to the Model Manager(s) (as defined in the BIM Protocol) all information that they are required by the BIM Protocol to deliver at the commencement of each specified phase of the Project (as prescribed by the Model Coordination Schedule of Exhibit AA to the BIM Protocol). Such information includes, but is not necessarily limited to, (i) the Model Elements for which such Model Element Author is responsible and that are included in the Model Element Table set forth in Exhibit AA of the BIM Protocol and (ii) the Model Deliverables required by the BIM Protocol.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 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.

§ 2.2.1.1 At the beginning of the Schematic Design Phase, the Owner will engage a Contractor to provide pre-construction services, including cost estimating and constructability review. The Contractor will benchmark the Project against others of similar scope, size and quality. While led by and solely the responsibility of the Contractor, cost estimating throughout the project will be iterative and collaborative, with the Owner requiring the Contractor to respond to input from the Owner and Architect.

§ 2.2.1.2 The Architect shall visit the Project site and review the existing conditions for compliance with codes and zoning. For new construction, the review shall include, but not be limited to, conditions which may affect zoning or code approval, and construction cost. For additions or renovations to existing facilities, the review shall include, but not be limited to conditions noted above for new construction and conditions such as integrity of existing smoke walls, dampers, fire walls, fire assemblies, fire proofing, and fire doors. The review shall also include investigation of possible relocation of plumbing, mechanical, communication, and electrical systems due to construction. The review shall also include analysis and further investigation into the capabilities of plumbing, mechanical, and electrical systems as verified by the Architect under the provisions in Section 2.3.1.1. The Architect's review shall include areas which may be outside the immediate Project area such as mechanical rooms and under slab plumbing connections. The Architect will not be responsible for noting conditions which were inaccessible or hidden from view during the Architect's site visit(s). Architect is not responsible for costs or delays resulting from the later discovery of actual conditions. The Architect will not be responsible for noting conditions in areas outside the Project area and its contiguous spaces which do not affect the work. The Architect shall issue a report to the Owner concerning the project site visit(s) within one (1) week of the visit. The Architect shall incorporate into the Construction Documents depictions or descriptions of the existing conditions or capacities and any corrective work required comply with corrective actions noted in the Architect's report.

§ 2.2.1.3 In the event the Architect's Schematic Design of the Project includes utilizing existing mechanical and electrical systems (including, but not limited to, all plumbing and HVAC systems), the Architect shall determine whether tests are necessary to determine the capacity of existing systems which interfere with the Project. The Architect will promptly notify the Owner in writing if such tests are necessary.

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

§ 2.2.3 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.

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

§ 2.2.5 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 comply with the BIM Protocol and shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Article 2A hereunder.

§ 2.2.5.2 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.

§ 2.2.6 The Contractor shall submit to the Owner an estimate of the Cost of the Work. At the end of the Schematic Design Phase, the Contractor, Owner, Architect will agree on a Project scope that is aligned with the Owner's budget, including hard and soft costs.

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

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 2.3.1.1 At the beginning of the Design Development phase, the Owner will require the Contractor to engage major trade partners to participate in the iterative cost estimating process and constructability reviews.

§ 2.3.2 The Contractor shall update the estimate of the Cost of the Work.

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

§ 2.3.4 [Reserved]

§ 2.3.5 As a Basic Service, the Architect will prepare the Design Development Documents submitted for the Owner's approval at the end of the Design Development Documents Phase in accordance with the standard of care required under the Master Agreement B121-2018, with respect to conformance to applicable codes in effect on execution of this Service Order (including the codes required by the State of North Carolina, Division of Health

Service Regulation and The Joint Commission where applicable) and other legal authorities applicable to the design of the Project. Changes for compliance with applicable laws required under the conditions described in Section 4.2 of the Master Agreement will be performed as Additional Services. On projects requiring review by the North Carolina Division of Health Service Regulation (DHSR), the Architect shall submit plans using the DHSR Color Code Identification System, as set forth on **Exhibit A**. The Architect shall submit a Color Code set of plans for the Owner's review in addition to the set sent to DHSR.

§ 2.3.6 The Architect shall coordinate locations of electrical, data, and communication outlets with interior design documents and equipment plans.

§ 2.3.7 The Owner has contracted with consulting engineers to provide master coordination of mechanical and electrical systems within some facilities of Owner. The Architect shall endeavor to coordinate with Owner's consultants, prior to beginning any work, on projects for these facilities in regards to quantity and source of electricity, chilled water, conditioned air, medical gases, and other types of mechanical and electrical services.

§ 2.3.8 The Owner has contracted with consulting interior designers to provide master coordination of Architectural Interior Design with all facilities of Owner. The Architect shall endeavor to coordinate with such consultants, prior to beginning any work, on projects for these facilities in regard to Owner's Interior Design Standards.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

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

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall use the Owner's Health Facilities Design Guidelines to refine the Contract Documents. Architect shall submit a list of any provisions in the Facilities Design Guidelines that were not incorporated in the Contract Documents.

§ 2.4.4 [Reserved]

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 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.

§ 2.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;

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

§ 2.5.2.3 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 at least five (5) working days prior to the bid date.

§ 2.5.3 Negotiated Proposals

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

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

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

§ 2.5.3.3 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 at least five (5) working days prior to the proposal submission.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Contract Documents (as defined in the AIA Document A201™–2017, Master General Conditions of the Contract for Construction, as modified by Owner). The Architect shall also provide such Additional Services as the Owner and Architect may mutually agree to in writing.

§ 2.6.1.2 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 the 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.

§ 2.6.1.3 Except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3.2 of the Master Agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

§ 2.6.2.3 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.

§ 2.6.2.4 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.

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

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 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 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 2.6.4 Submittals

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

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

which the item is a component or of deviations from the Contract Documents not specifically identified in the submittal.

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

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

§ 2.6.4.5 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.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

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

§ 2.6.6.2 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.

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

§ 2.6.6.4 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.

§ 2.6.6.5 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 2A SCOPE OF ARCHITECT'S SUPPLEMENTAL SERVICES UNDER THIS SERVICE ORDER

§ 2A.1 SUPPLEMENTAL SERVICES

§ 2A.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically requested by the Owner pursuant to Section 2A.1.2.1.

Supplemental Services
§ 2A.1.1.1 [Reserved]
§ 2A.1.1.2 Multiple (more than 3) preliminary designs
§ 2A.1.1.3 [Reserved]
§ 2A.1.1.4 [Reserved]
§ 2A.1.1.5 Site evaluation and planning
§ 2A.1.1.6 Building Information Model management responsibilities
§ 2A.1.1.7 Development of Building Information Models for post construction use
§ 2A.1.1.8 [Reserved]
§ 2A.1.1.9 [Reserved]
§ 2A.1.1.10 [Reserved]
§ 2A.1.1.11 Value analysis
§ 2A.1.1.12 Detailed cost estimating beyond that required in Section 5.3
§ 2A.1.1.13 On-site project representation
§ 2A.1.1.14 [Reserved]
§ 2A.1.1.15 [Reserved]
§ 2A.1.1.16 As-constructed record drawings
§ 2A.1.1.17 Post occupancy evaluation
§ 2A.1.1.18 Facility support services
§ 2A.1.1.19 Tenant-related services
§ 2A.1.1.20 [Reserved]
§ 2A.1.1.21 Telecommunications/data design
§ 2A.1.1.22 Security evaluation and planning
§ 2A.1.1.23 Commissioning
§ 2A.1.1.24 Sustainable Project Services pursuant to Section 3.1.3
§ 2A.1.1.25 Fast-track design services
§ 2A.1.1.26 Multiple bid packages
§ 2A.1.1.27 Historic preservation
§ 2A.1.1.28 [Reserved]
§ 2A.1.1.29 [Reserved]
§ 2A.1.1.30 Other Supplemental Services
§ 2A.1.1.31 As-constructed record drawings, incorporating Contractor's as-built information

§ 2A.1.2 Description of Supplemental Services

§ 2A.1.2.1 A description of each Supplemental Service identified in Section 2A.1.1 as the Architect's responsibility is provided below.

[Describe Supplemental Services needed for Project]

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1 of this Service Order, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner’s anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

« »

- .2 Substantial Completion date:

« »

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum

« »

- .2 Percentage Basis

« » (« ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 4.4.

- .3 Other
(Describe the method of compensation)

« »

§ 4.2 For Additional Services described under Section 2A.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

See Master Agreement

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

See Master Agreement.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement.

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

[Name, Title and Address of Owner Representative]

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

[Name, Title and Address of Architect Representative]

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:

Exhibit A: DHSR Color Coding System [for NC Projects only]

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

<< >>

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

OWNER (Signature)

<< >><>

(Printed name and title)

DESIGN PROFESSIONAL (Signature)

<< >><>

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