



Appendix D

Condo Project Evaluation Form

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Checked and Signed Off by: \_\_\_\_\_ Date: \_\_\_\_\_

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Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Estimated Cost: \$ \_\_\_\_\_ Planned Completion: \_\_\_\_\_

Number of Units: This Phase \_\_\_\_; Total Planned Units \_\_\_\_

Residential Only ; Mixed-Use ; Retail ; Office ; Other  \_\_\_\_\_

Parking: No. of cars \_\_\_\_; Underground ; Surface ; Both ; Parking Structure

Developer/Owner: \_\_\_\_\_

Owner's Office Location: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Prior Client? Yes ; No                       D&B Report Run? Yes ; No  (attach)

Lawyer do courthouse search? Yes ; No  (attach)

Contractor: \_\_\_\_\_

Civil Engineer: \_\_\_\_\_

Structural Engineer: \_\_\_\_\_

MEP Engineer: \_\_\_\_\_

Specialty Consultants: \_\_\_\_\_

Cost Estimating by: \_\_\_\_\_

Any Design-Build? Yes ; No  (If Yes, explain: \_\_\_\_\_)

**Instructions:**

1. Prior to execution of the Owner-Architect Agreement, the Principal in Charge shall confirm:

*(a) capabilities and experience of the project team, including:*

*Developer:*

*Contractor:*

*Structural Engineer:*

*Civil Engineer:*

*MEP Electrical:*

*(b) source and sufficiency of initial developer funding (and also update funding information during course of design and construction as appropriate if costs increase).*

*(c) nature and extent of any state statutes providing condo unit buyers with direct warranty rights, including applicable statute of limitations*

*(d) applicable statute of repose*

2. The Principal in Charge (or delegated person) shall request that the developer include the following in its sales agreements with condo unit buyers and in the condominium declaration and/or covenants, conditions and restrictions filed against the property:

*(a) condominium homeowners association (“HOA”) and/ or condo unit buyers will obtain and maintain satisfactory property insurance on completed condo units and will provide waiver of subrogation to developer, architect and contractors for any losses and damage covered by such property insurance,*

*(b) mandatory mediation and arbitration language for any claims against the developer, architect and/ or contractors,*

*(c) super majority approval (e.g., 2/ 3 to 80% of all unit owners) is required for the HOA to pursue any arbitration or litigation,*

*(d) specific terms for establishing adequate maintenance funds in the HOA budget,*

*(e) waiver of consequential damages against developer, architect and contractors, and*

*(f) HOA will enter into satisfactory property management and/ or maintenance contracts for major systems (including elevators, stairs, roof, structure, waterproofing, HVAC and plumbing systems), and will fund the costs of such maintenance contracts as part of the HOA operating budget.*

Proposed contract language provided to developer? Yes ; No

Request copy of sample condo sales agreements (attach as Exhibit \_\_\_\_)

3. The Principal in Charge (or delegated person) shall include appropriate special contract clauses in the Owner-Architect Agreement, per the attached Exhibit \_\_\_\_.

4. In addition to other typical project parameters, the project plan shall emphasize:

- (a) third party consultant hired by Owner to study the exterior envelope of the project and report on water infiltration details. This is to include the building skin, roof, windows, horizontal and vertical foundation waterproofing system.*
- (b) use of quality management programs that focus on high risk condo claim areas (major systems including elevators, stairs, roof, structure, waterproofing, HVAC and plumbing systems, water penetration and leaks),*
- (c) separate line item within the Architect's fee to provide post-occupancy inspection(s).*
- (d) review of project specified materials to confirm use of environmentally safe materials (e.g. cabinetry, carpet, insulation, etc.),*
- (e) LEED certification*
- (f) acoustical consultant*
- (g) other*

5. The Project Architect shall retain qualified consultant(s):

- (a) to perform peer review of design including major systems including elevators, stairs, roof, structure, waterproofing, HVAC and plumbing systems, EIFS,*
- (b) during course of construction, to perform appropriate tests to document the quality of various items listed above, and*
- (c) during course of construction and as part of final punch list review, to perform appropriate independent inspections to identify any typical condo claim deficiency items and to document resolution of same.*

Such reviews will be documented with written reports. Such reports shall specifically include confirmation of compliance of the Work with all building codes, rules and regulations, and performance of all Work in accordance with Contract Documents.

Reports will be prepared for each building or by major work component.

6. During course of construction, the Project Architect shall continually review the plans and specifications for inclusions, exclusions and conflicting information, to provide a final set of as-built Contract Documents based on information from Contractor that clearly describe what was constructed (details, materials, equipment), including requiring reviews of as-builts by appropriate Contractors and receiving written responses with any comments and edits.

7. Following Substantial Completion of construction, the Project Architect shall confirm that the final as-built drawings and specifications have been filed of record with the Owner.

8. The Project Architect shall assemble the Maintenance Manual with input from the Contractor and deliver to the Owner.

9. Contracts have been reviewed by outside legal counsel and insurance agent:

Date: \_\_\_\_\_ Attorney comments received.

Date: \_\_\_\_\_ Insurance comments received.

10. Other special requirements: