

This is **EXHIBIT A**, referred to in and part of the **Agreement between Owner and Design Professional for Professional Services for WARE-LYNDON HOUSE GARDEN SPLOST 2011 PROJECT NO. 33**

**Design Professional's Services**

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Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Design Professional shall provide Basic and Additional Services as set forth below:

**I. BASIC SERVICES:**

**A. GENERAL REQUIREMENTS**

1. Physical Parameters: The Project will be constructed on public property of the Unified Government of Athens-Clarke County.
2. Survey Information: The Owner shall provide all necessary site topographic and boundary survey necessary to perform the required Design and Permitting of the Project, and setting of initial benchmarks. Construction layout, staking, relocation of benchmarks, and other surveying necessary for the General Contractor to perform their work are not included in the basic services of the Design Professional.
3. Project Delivery Method: This Agreement presumes that the construction of the Project shall be procured by using the Design-Bid-Build method with a potential for up to three separate bid packages plus separate specialty bid packages for furniture, fixtures, equipment, interactive learning centers and other services as may become necessary.
4. Schedule Preparation: The Design Professional shall prepare a detailed project schedule prior to execution of the Contract Agreement that will be incorporated into the contract agreement, as Exhibit F. Project Schedule shall be updated on a regular periodic basis as the project progresses. Design Professional shall provide services as necessary to meet the Project Schedule.
5. LEED: This project will not be a LEED Project. All references to LEED or LEED requirements shall be considered not applicable.
6. Building Commissioning: This project will not have Building Commissioning. All references to Building Commissioning or CxA shall be considered not applicable.
7. Meetings /Coordination: Design Professional shall attend and participate in design progress meetings as necessary and as requested by the Owner to meet the project schedule, to review work in progress, to resolve design issues, and as preparation for formal presentations. Additionally, the Design Professional shall attend and prepare the Owner's staff for formal presentations to the General Public, Manager's Office, and Mayor and Commission for Concept and Schematic Design approval. The Design Professional will be available to attend all meetings as necessary. Design Professional shall document all meetings and shall provide meeting minutes to the Owner within two business days following the meeting.
8. Cost Estimating: Design Professional shall prepare all Statements of Probable Construction Cost in accordance with the CSI Uniformat™ Cost Classification or an acceptable similar method as may be approved by the Owner. The Probable Construction Cost shall include all work planned to be included in the General Contractor's scope of work and a ten percent Bid Contingency. The Design Professional shall submit in writing to the Owner Statements of Probable Construction Cost at each stage of the Project Design to include Schematic Design, at 75% development of the Construction Documents or as mutually agreed to between the Owner and Design Professional.
9. Energy Modeling: Not Used.
10. The Design Professional shall provide all necessary documents and plans required by the applicable governing, regulatory and permitting Agencies for review including but not limited to the following: Fire Marshal (state and local); Planning Department; Public Works Department; Public Utilities; and Public Health Department and incorporate all comments and necessary revisions received through the permitting process sufficient to receive approvals on behalf of the Owner and to allow the Construction Contractor to secure the Building Permit and any other permits that may be required and ultimately to receive all necessary agency approvals to receive a Certificate of Occupancy.

The Design Professional shall be responsible for scheduling and attending any meetings necessary to properly

coordinate the design review by governing agencies, code officials, or utility authorities in obtaining building permit approvals on behalf of the Owner. The Design Professional shall inform the Owner of all scheduled meetings with the applicable Agencies and further provide documentation of all communications and directions provided by the agency within two business days of such events. Changes in the Project documents and/or plans requested by the permitting agencies shall not be implemented without informing the Owner of such request; and the documents and plans are not to be considered complete or final without review by the Owner.

11. Unless noted otherwise, when Design Professional is required to make a submission of any document(s) and/or drawing(s) to the Owner, the Design Professional shall provide up to 5 hardcopies and at least two electronic copies of the originals. Electronic copies shall be provided in MS Word, MS Excel, MS Powerpoint, AutoCAD, and Adobe Acrobat, to the greatest extent possible. When providing documents in Adobe Acrobat those documents should be converted from their original software into Adobe so that the files are searchable and editable to the maximum extent possible.
12. Basis of Design: Not Used.

## B. SPECIFIC REQUIREMENTS

1. Pre-Contractual: Upon receipt of notification from the Owner that the Design Professional has been selected for the Project, the following task shall be completed prior to execution of this Agreement:
  - a. Review scope and type of work.
  - b. Review preliminary program requirements with Owner for completeness and suitability as a contractual starting point.
  - c. Review the Project Schedule included in Exhibit F for design, bidding, funding, donations, construction, and occupancy.
  - d. Review Owner's Project Budget and the Construction Cost Limit (CCL).
  - e. Provide the Owner with comments and/or concerns regarding whether the Project Budget, CCL time schedule, program, and CCL are compatible and/or reasonable.
  - f. Organize the Design Professional's team (structural, mechanical, electrical, civil, and any specialty consultants). Verify abilities, including those of all subconsultant's, to meet the time schedule, liability insurance, and licensing requirements for the Project.
2. Pre-Design Phase: After the initial Notice to Proceed, the Design Professional will perform the following services:
  - a. Project Initiation – The Design Professional will meet with the Owner to discuss the project goals, objectives, expectations of the community, and to establish a project strategy for incorporating all of the work to be done for the overall project, including work to be done by other design professionals, if any.
  - b. Owner's Project Requirements Workshop - Not applicable.
  - c. Program Planning –
    - (1) Design Professional shall review Owner's Preliminary Project Program. Design Professional shall conduct a Project User Group Conferences (PUGC) or charettes with the Owner's User Group, CxA, and Project Management Staff to review, further develop, and refine the Owner's Preliminary Program. The purpose of the PUGC will be to establish a complete building program, with specifics that include sizes of all spaces, equipment required, spatial relationships, and site program requirements. The Design Professional shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as requested by the Owner.
    - (2) Design Professional shall use the information obtained from the PUGC and from other documents provided by the Owner to create and present to the Owner a Project Program for review and approval that can be met within the available project construction budget and schedule. Design Professional shall update the Project Program based on review comments and additional review meetings with the Owner as necessary for approval by the Owner. Design Professional shall maintain the design of the Project, at all stages, so that the facility can be competitively bid and bids can be obtained within the Owner's Construction Budget.

- (3) Design Professional shall identify areas of the Project Program that the Design Professional recommends reducing, eliminating, or changing to an additive alternate if necessary, to bring the design within the budget.
  - d. During the Pre-Design Phase, the Design Professional shall meet with the Owner, the ACCUG Planning Department, and any other permitting agencies that may require permits for this project with the intent of identifying all the permits that may be required and documentation necessary to obtain those permits for this Project. Design Professional shall prepare a summary report from that meeting outlining the following: 1) permits required and agencies involved; 2) documentation necessary to meet the permit requirements; 3) responsibilities for providing documentation; 4) determine if any permit waivers need to be sought; and, 4) anticipated schedule for meeting the permit requirements. The report shall be updated by the Design Professional and resubmitted to the Owner as changes to the report occur.
  - e. The Design Professional shall perform a detailed site analysis. In this analysis the Design Professional will review, topographic and survey information as can be publicly obtained from the Owner's Planning Department. Design Professional as part of the Basic Services shall provide any additional surveying information needed for the completion of the project.
3. Design Phase: After completion of the Pre-Design Phase and authorization to begin Design Phase, the Design Firm shall perform the following services:
    - a. Project Concept Development - Not applicable.
    - b. Project Schematic Design – Based on the approved Project Concept the Design Professional shall develop and submit the facility Schematic Design for review and approval.
      - (1) Schematic Design shall consist of detailed site plans indicating existing elements, existing utilities, proposed elements, relocation of any utilities, and space allocation for future elements; building floor plans with individual space allocations; preliminary furniture layouts; revised building elevations, in color, with building material types and color ranges selected for each elevation for each building; building cross-sections; typical construction details; updated Basis of Design Document; initial Energy Model with multiple design options outlined for different energy efficiencies; updated Statement of Probable Construction Cost; updated LEED Checklist indicating the potential points to be obtained represented by the Design; and, outline specifications.
      - (2) These Schematic Design documents will fix and illustrate the size and character of the entire Project in its essentials, including but not limited to kinds of materials, criteria and sizing of major components, equipment sizes and capacities, approximate layouts including required spaces for clearances, type of structure, grade elevations, sidewalks, existing utilities, utilities to be relocated (permanently and if needed temporarily), roads, parking areas, mechanical and electrical systems.
      - (3) Schematic Design will be required to go through the same review and approval process as outlined above for the Project Concept Design. The Design Professional shall revise the Schematic Designs as necessary based on the comments provided during the review process by the Owner. Upon the request of the Owner, the Design Professional shall furnish to the Owner physical models of the Project, at a specified scale. Such models, if required, shall be performed as an Additional Service to this Contract and will be compensated as Reimbursable Expenses.
    - c. Design Development Documents. - Not Used.
    - d. Construction Documents – The Design Professional shall work closely with the Owner to insure that the development of the Construction Documents is in harmony with the approved Schematic Design. The Design Professional shall attend regular scheduled project coordination meetings with the Owner to insure that designs are proceeding in accordance with the approved Schematic Design and Project Requirements for the other.
      - (1) Utilizing the format developed by the Construction Specification Institute, the Design Professional shall prepare and submit to the Owner the Construction Documents based on the approved Schematic Design Documents, consisting of working drawings, specifications, and other documents as necessary to set forth in detail the architectural and engineering work required of the Design Professional

necessary for the Owner to obtain competitive construction bids from responsible contractors.

- (2) The Design Professional must provide all documents required for permitting agencies' approval that are necessary to receive a Certificate of Occupancy. The Construction Documents must indicate, in detail, the requirements for the construction of the Project (including all on-site and off-site work). The Design Professional shall design the work in a manner such that the buildings will be free from leaks if all components are installed in accordance with the Construction Documents.
  - (3) Design Professional shall submit Construction Document to the Owner, on three different occasions/intervals mutually agreed to between the Design Professional and Owner, for review and comment. (Typical intervals would be 50%, 80% and 100% level of completion). After review and comment on each level of Construction Documents by the Owner, the Design Professional shall continue with preparation of final (100%) Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final Construction Documents the comments and any modifications required for compliance with all applicable ordinances, codes, regulations, standards, the approved program, and written instructions from the Owner. The resulting final Construction Document submittal is to be complete, fully coordinated, intergraded package, suitable for bidding distribution, without any significant addenda or further clarification required.
  - (4) At the 80% submittal, unless mutually agreed otherwise, the Design Professional shall submit and obtain all necessary permit reviews and approvals with all ACCUG Departments and other applicable regulatory agencies on behalf of the Owner, including but not limited to the following: Fire Marshal (state and local); Planning Department; Transportation & Public Works Department; Public Utilities; and Public Health Department. Design Professional shall be responsible for submitting all permitting forms, all required hard copies, and electronic copies in the formats required by the various agencies. Owner will pay all application and all permit fee unless noted otherwise.
- e. Specification Format: The Specifications must be in the full Construction Specifications Institute (CSI) Master Format 16 Division 1995 version as established in the CSI Manual of Practice covering required materials, products and equipment, their installation and operation, quality assurances, reference standards and submittal requirements.
- (1) Specifications must provide all supplemental information and requirements included but not elsewhere covered by the Contract Documents. Specifications shall not be provided on the Drawings.
  - (2) Owner will provide initial versions of the Advertisement for Bids, Instructions to Bidders, General Conditions, Contract Agreement, Bond Forms, other Bidding Requirements and all Division 01 General Requirements specifications for review, revision, and incorporation into the Project Manual. Design Professional shall review and provide comments or supplemental information to be edited into each of the Owner specifications in order to make the Owner provided documents a complete set of documents. (Substitution of Design Professional sections for Owner provided sections is not an acceptable method for satisfying the review and comment requirements of the Owner specifications.) Design Professional shall prepare technical specifications to all applicable areas of work and compile the Specifications for reproduction using the format provided by the Owner. Design Professional shall reformat and edit as needed all specifications provided by the Design Professional to match the Owner provided documents and numbering systems.
- f. Working Drawings shall consist of those drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, civil, structure, mechanical systems and electrical systems and other related work. The Working Drawings must include, where applicable, at least the following:
- (1) Civil Engineering documents to consist of, but not limited to, all site improvements, retaining walls, grading, topographic lines, existing utilities (above and below grade), storm drainage, erosion control, paving, fencing, site sanitary system, site water system, landscaping, landscape irrigation (if any), utility relocations (temporary and permanent), and overall utilities coordination sheet;
  - (2) Architectural floor plans, exterior elevations, interior elevations, building sections, wall sections,

reflected ceiling plans, interior and exterior details, door and finish schedules, furniture and equipment layouts, and roof plans. All Architectural Floor Plans shall be at not less than 1/8" = 1' 0" scale, must be fully coordinated with all other disciplines and all required equipment, and must show all required partitions, partition types, doors and door numbers, windows, room names and numbers, dimensions and any other required notes and information for complete floor plans;

- (3) Detailing and dimensions that comprehensively describe the design of the building and site development in a consistent and coordinated manner;
  - (4) Wall sections and interior elevations at scales appropriate to illustrate with sufficient detail and clarity the intended work and thereby facilitate its construction;
  - (5) Reflected ceiling plans at the same scale as the respective floor plans. All reflected ceiling plans must be fully coordinated with all engineering disciplines and must show all required ceiling lights, diffusers, access panels, returns, fans, smoke detectors, sprinkler heads, fire alarm devices, and any other required devices on the ceiling. The architectural reflected ceiling plan takes precedence over all the other engineering plans in regards to fixture and device locations. Sprinkler head requirements shall be per NFPA requirements and coordinated with the reflected ceiling plan;
  - (6) Structural construction drawings and specifications: These must be for any structural steel and cast-in-place concrete work as well as for foundation reinforcing steel and any other structural elements. Structural Drawings shall include top of foundation elevations. Complete structural details at not less than 1/2" = 1' scale;
  - (7) HVAC, plumbing, and fire protection layouts showing major equipment and mains as well as typical distribution branches, riser diagrams, supply and return grilles, fire dampers, and a schedule of plumbing fixtures valves, and all other "end product" elements and features. All HVAC, plumbing and fire protection plans must be fully coordinated with the architectural floor plans, reflected ceiling plans and other engineering drawings. All Drawings shall be at not less than 1/8" = 1' 0" scale;
  - (8) Electrical systems, security systems, A/V Systems, data and telecom system layouts, as well as riser diagrams for the building, and all other "end product" elements and fixtures. All electrical power, lighting, controls, security systems, A/V, and data/telecom plans, must be fully coordinated with the architectural floor plans, reflected ceiling plans, and all other engineering drawings; and
  - (9) Electrical site plans at not less than 1" = 50' scale.
- g. Defining the Contractor's Responsibilities: Design Professional shall not require the Contractor to provide professional services that constitute the practice of architecture or engineering in the Construction Documents unless such services are proprietary for that portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Design Professional will specify all performance and design criteria that such services must satisfy. The Contract Documents shall specify when shop drawings or submittals require the seal of a specialty consultant, provided that the Owner shall be consulted and shall approve each instance in which submittals are required to be provided by the Contractor under seal of the Contractor's specialty consultant.
- h. Review of Construction Documents: If requested by the Owner the Construction Documents shall be submitted by the Design Professional to a designated third-party reviewer(s) for review of constructability and/or completeness. Such third-party review and correction of items found by the third-party shall not constitute a justification for additional compensation to the Design Professional.
- i. Finish Materials and Colors: Design Professional shall work with the Owner to select finish materials and colors, and prepare color schedules and material/color boards for review, comment, revision, and approval by the Owner.
- j. Construction Documents Approval: On the Preliminary Design and Construction Schedule Design Professional shall show the progress to date, confirm the remainder of the design schedule, and update the

projected construction schedule. Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Construction Documents including the updated schedule and a final Statement of Probable Construction Cost. The Design Professional shall obtain the written approval of the Owner of the Construction Documents before proceeding with the next phase.

- k. Permitting: Design Professional shall meet with the Owner and permitting agencies at appropriate stages of the Design to obtain appropriate preliminary approvals, final approvals, and/or insight from the local agencies responsible for permitting the Project at the earliest possible time. Design Professional shall prepare and submit documents, respond to comments from those agencies, meet with the agencies, and revise the Design as necessary and as directed by the Owner to comply with such permit reviews. Design Professional shall inform the Owner of all communications, directions, and meetings with the permitting agencies within two business days of such events. Changes in the Project Design requested by the permitting agencies shall not be implemented without informing the Owner of such request. All permits practical must be obtained prior to the Project being released for Bid, unless otherwise approved by the Owner.
  - l. Alternates: Design Professional shall design the facility based on the available funds provided for in the CCL. However, as indicated elsewhere the Statements of Probable Construction Cost shall include a line item for 10% Bid Contingency. "Base Bid Package" shall be designed for approximately 80% of the available construction budget for the project; 10% of the CCL is held for Bid Contingency and 10% of the available project funds are for Construction Contingency. During all levels of the Design Phase, Design Professional shall include within the design additive alternates that can be competitively bid and awarded by the Owner, depending on funding availability, either at contract award or during the course of the construction. Incorporation of the alternates into the Project, at any phase, shall not represent a significant change to the Project Scope or additional services.
4. Bid and Award Phase:
- a. Provide Construction Bid Documents prepared in an acceptable format to allow competitive bids to be received by the Owner for all of the required bid packages.
  - b. Owner will print and distribute Bidding Documents to prospective bidders upon bidder's request and payment cost of bidding documents, established in the Bidding Advertisement. Owner will maintain a planholder's list for all bidders that have purchased bidding documents and shall distribute all addenda to planholder's that have purchased bidding documents.
  - c. Design Professional's Project Manager shall attend the Pre-Bid meeting to answer questions from potential bidders regarding the Project.
  - d. The Design Professional shall receive, review, determine acceptability and respond to questions and/or request for substitutions, in accordance with the procedures set forth in the Bidding Documents, by preparation and issuance of such necessary addenda as appropriate to clarify, correct, or change the Bidding Documents. All changes in Construction Bid Documents shall be marked, circled, or designated by other means to make the changes, being issued by addenda, clearly recognizable.
  - e. The Design Professional shall assist the Owner in evaluation of the bids, review bid tabulation prepared by the Owner, evaluate the bidders' qualifications and submit recommendation of award to Owner.
  - f. The Design Professional shall prepare documents for submittal to the Mayor and Commission for contract award, including but not limited to conforming the bid documents into Contract Documents. Conforming the Contract Documents shall include editing the Bidding Documents to incorporate all changes made by any addenda or post bid addenda, actual bid submittal documents, revising the Agreement and Bond Forms to be contract and Contractor specific, and any negotiated cost, value engineering, and other necessary changes to prepare the Contract Documents for execution in a format acceptable by the Owner.
  - g. The Bidding or Negotiating Phase will be considered complete upon execution of all Contract Documents with the Contractor by Owner, upon commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors (except as may be required by Paragraph 5.02 of this Agreement).
5. Construction Phase:
- a. *General Administration of Construction Contract:* Consult with Owner and Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Design Professional as assigned in the General Conditions shall not be modified, except as Design

Professional and Owner may otherwise agree in writing. All of the Design Professional's and Subconsultant's instructions to Contractor will be issued through the Owner's representative, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. All of Design Professional's and Subconsultant's communications with the Owner shall be through the Owner's representative.

- b. Design Professional shall review and respond to requests for information, Contract Document interpretation, and other miscellaneous construction phase services typically associated with construction projects such as change orders, submittals reviews, meeting minutes, substitution requests, O&M reviews, punchlists, etc.
- c. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- d. Schedules: Provide assistance in reviewing and determining the acceptability of any and all schedules that Contractor is required to submit to the Owner, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- e. Baselines and Benchmarks: Assist in establishing baselines and benchmarks for locating the Work in which Design Professional's judgment is necessary, as directed by the Owner to enable Contractor to proceed.
- f. Visits to Site and Observation of Construction: Design Professional shall provide staff qualified for observation, evaluation and documentation of the construction by the Contractor.
  - (1) The Design Professional and its Subconsultants will provide staff qualified for inspection of construction no less than once a week with project coordination meetings on a bimonthly basis during construction activity.
  - (2) Make visits to the Site at intervals appropriate to the various stages of construction, as Design Professional deems necessary and as directed by Owner, to observe as an experienced and qualified Design Professional the progress and quality of Contractor's executed Work. Such visits and observations by Design Professional are not intended to be exhaustive, to extend to every aspect of Contractor's Work in progress, or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Design Professional. Based on such on-site observations, the Design Professional and its Subconsultants shall endeavor to take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Professional observes any work that does not conform to the Contract Documents, Design Professional shall immediately report this observation to the Contractor and the Owner. Based on information obtained during such visits and observations, Design Professional will determine in general if the Work is proceeding in accordance with the Contract Documents, and Design Professional shall keep Owner informed of the progress of the Work. The Design Professional shall render written field reports relating to each periodic visit and observations of the Project within two (2) calendar days of each visit.
  - (3) The purpose of Design Professional's visits will be to enable Design Professional to carry out the duties and responsibilities assigned to and undertaken by Design Professional during the Construction Phase. Design Professional's efforts as an experienced and qualified design professional are to provide the Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Design Professional shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Design Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Design Professional neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- g. Defective Work: Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Design Professional's observations, Design Professional believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- h. Clarifications, Interpretations, and Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Design Professional may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- i. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- j. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole, as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review period shall meet the Contractor's submittal schedule that Design Professional has accepted. **The review period shall be no greater than twenty-one calendar days from the date of receipt of the submittals except when more time may be authorized by the Owner.**
- k. Substitutes and "or-equals": Evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provisions of the Contract Specifications.
- l. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Design Professional's review of such certificates will be for determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Design Professional shall be entitled to rely on the results of such tests.
- m. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Design Professional in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Design Professional shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- n. Applications for Payment. Based on Design Professional's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - (1) Determine the amounts that Design Professional recommends that Contractor be paid. Such recommendations of payment will be in writing and will constitute Design Professional's representation to Owner. Recommendations are based on observations and reviews, that, to the best of Design Professional's knowledge, information and belief, Contractor's Work has progressed to the point indicated, and the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is Design Professional's responsibility to observe Contractor's Work. In the case of unit price work, Design Professional's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - (2) By recommending any payment, Design Professional shall not be deemed to have represented that observations made by Design Professional to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Design Professional in this Agreement and the Contract Documents. Neither Design Professional's review of Contractor's Work for the purposes of recommending payments nor Design Professional's



recommendation of any payment including final payment will impose on Design Professional a responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It also will not impose responsibility on Design Professional to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there might not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- o. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- p. Substantial Completion: Promptly after notice from Contractor, that Contractor considers the entire Work ready for its intended use, with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Design Professional considers the Work substantially complete, Design Professional shall deliver a certificate of Substantial Completion to Owner and Contractor. The Owner may request that the Design Professional observe and prepare a punch list on any portion of the Work. The Design Professional and its Subconsultants shall conduct up to three (3) separate inspections to confirm Substantial Completion and Final Completion in accordance with the inspections per construction contract, at the request of the Owner. If more than three inspections are required, through no fault of the Design Professional, the additional inspections shall be deemed Additional Services.
- q. Equipment and Systems Start-up: The Design Professional and/or its Subconsultants shall review test data of, and observe the original operation of any equipment or system such as during start-up testing, adjusting, and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
- r. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Design Professional may recommend, in writing, final payment to Contractor. With the recommendation for final payment, Design Professional shall also provide a notice to the Owner stating to the best of Design Professional's knowledge, information, and belief and based on the extent of the services provided by Design Professional under this Agreement, all work was completed in accordance with the Construction Documents and submit a Post-Construction phase schedule of activities and warranty periods.
- s. Correction of Defects. Upon request during the 1-year Corrections Period of the Construction Contract(s), the Design Professional shall be the Owner's representative in securing correction of defects that become apparent and shall make an inspection and provide a written report of the Project sufficiently prior to the expiration of the guarantee period to allow for timely corrections.

## II. ADDITIONAL SERVICES:

If authorized in writing by Owner prior to incurring expense, Design Professional shall furnish or obtain from others the following types of Additional Services:

- 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others.
- 2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Design Professional or its design requirements including, but not limited to, changes in size, complexity, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Notice to Proceed.

3. Services attributable to more than three prime construction contracts.
4. Services during out-of-town travel required of Design Professional, and approved in advance by the Owner, other than for visits to the Site or Owner's office.
5. Providing construction surveys and staking to enable Contractor to perform its work other than as required elsewhere in this Agreement, and any type of property surveys or related Design Consulting services needed for the transfer of interests in real property and providing other special field surveys.
6. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
7. Preparing to serve or serving as a Subconsultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
8. Services in connection with making significant changes in the scope, extent, or character of the portions of the Project by way of Work Change Directives and/or Change Orders to reflect changes requested by Owner.
9. Services in connection with making significant changes in the scope, extent, or character of the portions of the Project and subsequent revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
10. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.