

# EXHIBIT A-1 – Phase 1: Architectural/Engineering Services – Scope of Work

### Assumptions:

- (a) February 2018 Notice to Proceed
- (b) Contract type to be Not to Exceed value with monthly invoicing with hourly back-up, submitted electronically to adam.phipps@denvergov.org.
- (c) Coordination with internal and external project stakeholders will be required.
- (d) Estimated project schedule assumes Design Program Verification thru Construction Documents February 2018 thru Early 2020. Construction Procurement, Pre-Construction, GMP and Construction thru Closeout Early 2018 through September 2022.

### Project Description:

The Colorado Convention Center Expansion Project includes expanding the Colorado Convention Center with features that focus on the quality and character of facility and experience, connectivity, flexible and unique spaces, and technology, all of which will help keep the Colorado Convention Center vibrant and attractive for years to come.

The Project includes design and construction and administration services for the vertical expansion of multi-purpose meeting and associated support space (roof top), renovation of existing lobby space, new vertical conveyances, and other required code and life safety upgrades. Scope of the project includes verification of programming, schematic design, design development, construction documents and construction through project completion. The Project scope for this Contract is focused on Opportunity 1 - Rooftop Expansion with Lobby and Wayfinding Improvements.

Opportunity 1 – Rooftop Expansion with Lobby and Wayfinding Improvements is further defined as the following:

- 1.1 Multi-Function Room and Support Spaces: The Multi-Use Space development will include a Pre-Function Space, a Rooftop Terrace, and associated support spaces.
- 1.2 D Lobby Improvements: The D Lobby will be the primary access to the Rooftop Expansion.
- 1.3 E Lobby Improvements: The E Lobby will be the secondary access to the Rooftop Expansion.
- 1.4 B Lobby Phase 1 Improvements: The B Lobby improvements to serve as registration and prefunction area for the Four Seasons Ballroom.
- 1.5 Interior and Exterior Wayfinding: Provide wayfinding for the areas listed above.

This scope listed above is further described in the Basis of Design Document Program Summary dated August 2017. Fentress Architects has reviewed the Basis of Design Document and agrees to the scope of work as identified in Opportunity #1.

The total program budget for the scope of work described above is estimated at:

Management:.....	\$14,000,000
Design:.....	\$13,000,000
Design Contingency:.....	\$1,300,000
Construction:.....	\$166,000,000
Construction Contingency:.....	\$17,700,000
<u>Program Contingency:.....</u>	<u>\$21,000,000</u>
<b>Total:</b>	<b>\$233,000,000</b>

**Scope of Services:****ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES  
PHASE I SERVICES THRU 100% SCHEMATIC DESIGN**

3.0 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary services as listed below. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect will provide design services for the following disciplines:

- (1) Architectural Design;
- (2) Structural Design;
- (3) Mechanical and Plumbing Design (to 100% Schematic Design Only);
- (4) Electrical Design (to 100% Schematic Design Only);
- (5) Civil Engineering;
- (6) Landscape Design;
- (7) Interior Design;
- (8) Curtainwall -Exterior Enclosure Design;
- (9) Sustainable Design – LEED;
- (10) Vertical Transportation;
- (11) Acoustical Design;
- (12) Lighting Design;
- (13) Wind Engineering;
- (14) Data – Telecommunications;
- (15) Security Design;
- (16) Signage – Environmental Graphics;
- (17) Code Compliance Design;
- (18) Fire Alarm System – Device location and performance specification;
- (19) Fire Sprinkler System – Performance criteria specification and Zoning only;
- (20) Audio Visual Design;
- (21) Furniture, Fixture and Equipment selection assistance;
- (22) Food Service Design;
- (23) Construction Cost Estimating (at 50% Schematic Design only).

3.0.1 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.

3.0.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and 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.

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

3.0.4 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.

3.0.5 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.

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

### 3.1 Program Verification and Conceptual Design

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

3.1.2 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.

3.1.3 The Architect shall engage building users and meeting planners to validate the program. This engagement will consist of 2 meetings with the meeting planners and other building users. The Architect will record comments and recommendations and meet with the Client determine and revisions to the program.

3.1.4 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

### 3.2 Schematic Design Phase Services

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

3.2.2 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 Section 4.1.1.

3.2.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

3.2.4 The Architect shall submit to the Owner an estimate of the Cost of the Work at 50% Schematic Design prepared in accordance with Section 6.3.

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

## PHASE 2 SERVICES

3.3 Refer to Article 5 for Architects Phase II services

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### 4.1 Supplemental Services

4.1.1 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 designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
4.1.1.1 Programming	Program Verification by Architect in base scope. Refer to Article 3.1
4.1.1.2 Measured drawings	Not provided
4.1.1.3 Existing facilities surveys	By Architect in base scope; Includes surveying of building systems open to view of determine compliance with existing building design documentation
4.1.1.4 Site selection evaluation and planning	Not Provided
4.1.1.5 Building Information Model management responsibilities	By Architect in base scope of work for Architect's portion of the work
4.1.1.6 Development of Building Information Models for post construction use	Not provided
4.1.1.7 Civil engineering	By Architect in base scope of work
4.1.1.8 Landscape design	By Architect in base scope of work
4.1.1.9 Architectural interior design	By Architect in base scope of work
4.1.1.10 Detailed cost estimating	By Architect at 50% Schematic Design in base scope of work
4.1.1.11 On-site project representation	Not Provided
4.1.1.12 Conformed documents for construction	By Architect in base scope of work for Architect's portion of the work
4.1.1.13 As-designed record drawings	Not Provided
4.1.1.14 As-constructed record drawings	By Architect in base scope of work for Architects portion of the work
4.1.1.15 Post-occupancy evaluation	Not Provided
4.1.1.16 Facility support services	Not Provided
4.1.1.17 Tenant-related services	Not Provided
4.1.1.18 Architect's coordination of the Owner's consultants	Not Provided
4.1.1.19 Telecommunications/data design	By Architect in base scope of work
4.1.1.20 Security evaluation and planning	By Architect in base scope of work
4.1.1.21 Commissioning	Not Provided
4.1.1.22 Sustainable Project Services pursuant to Section 4.1.3	By Architect in base scope of work
4.1.1.23 Fast-track design services	By Architect in base scope of work
4.1.1.24 Multiple bid packages	By Architect in base scope of work - 4 packages
4.1.1.25 Historic preservation	Not Provided
4.1.1.26 Furniture, furnishings, and equipment design	Assistance by Architect in base scope of work
4.1.1.27 Other services provided by specialty Consultants	Not Provided
4.1.1.28 Other Supplemental Services	Not Provided

#### 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect has given written notice to the Owner of the need for the Additional Service either by mail, delivery or e-mail to the Owner and receives the Owner's written authorization:

- .1 Reviewing a Contractor's submittal 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;
- .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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .3 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 One (1) inspections for any portion of the Work to determine final completion.

4.2.4 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.

4.2.5 If the services covered by this entire Agreement have not been completed within Fifty-Six (56) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **EXHIBIT A-2 – Phase 2: Architectural/Engineering Services – Scope of Work**

### **ARTICLE 5 ARCHITECT'S BASIC SERVICES PHASE 2**

#### **5.1 General Services**

5.1.1 Basic Services the Architect and its consultants shall provide are set forth in this Article 5. Services not included in this Article 5 are Additional Services.

5.1.2 Not used

5.1.3 The Architect shall review the information furnished by the Design-Builder and notify the Design-Builder of any other information or services that may be reasonably required for the Architect's Portion of the Project.

5.1.4 The Architect shall coordinate its services with those services provided by the Design-Builder and the Design-Builder's consultants and contractors. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Design-Builder and the Design-Builder's consultants and contractors. The Architect shall provide prompt written notice to the Design-Builder if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

5.1.5 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Architect's Portion of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

5.1.5.1 The Americans with Disabilities Act (ADA) requires the removal of architectural barriers in existing facilities where such removal is readily achievable. The Design-Builder acknowledges that the definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA are subject to various and possibly contradictory interpretations. Architect will use reasonable professional efforts and judgment to interpret applicable ADA requirements and to advise the Design-Builder as to the modifications to the Owner's facility that may be required to comply with the ADA. Such interpretation and judgment will be based on what is known about ADA interpretations at the time this service is rendered. Architect, however, cannot and does not warrant or guaranty that the Owner's facility will fully comply with interpretations of ADA requirements by regulatory bodies or court decisions.

5.1.6 The Architect shall assist the Design-Builder with the evaluation of alternative materials, building systems and equipment, together with other considerations based on the Owner's Criteria, the Project budget, and aesthetics, in developing the design for the Architect's Portion of the Project.

5.1.7 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

5.1.8 The Architect shall not be responsible for any modifications the Design-Builder makes to Instruments of Service, or any other documents or data, prepared by the Architect or the Architect's consultants, unless the Architect provides written approval of such modifications.

5.1.9 The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work related to the Architect's Portion of the Project. 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 related to the Architect's Portion of the Project.

5.1.10 If the Architect is to review Shop Drawings and other submittals related to the Architect's Portion of the Project, designed or certified by a design professional other than a design professional retained by the Architect, the Design-Builder shall require that the submittals bear such other design professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such other design professionals.

5.1.11 The Architect shall notify the Design-Builder in a timely manner if the Architect substitutes any of the consultants identified by the Architect in the Initial Information or adds any other consultants for the Project.

5.1.12 Except when direct communications have been specially authorized, the Architect shall endeavor to communicate with the Owner and its consultants and separate contractors through the Design-Builder about matters arising out of or relating to the Architect's Portion of the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with the Contractor and material suppliers shall be through the Design-Builder.

## 5.2 Design Services

**5.2.1 Multi-Discipline Coordination.** Coordinate services provided by the Owner, the Design-Builder and the Design-Builder's consultants and contractors as they relate to the Architect's Portion of the Project.

**5.2.2 Project Design Presentations.** Make presentations to explain the design of the Project to the Owner, Design-Builder, governmental authorities, or others.

- .1 Subject to Section 6.1.1.19, provide not more than four (4) presentations over the duration of this Phase 2 of the Project.

**5.2.3 Governmental Authorities Submissions.** Assist the Design-Builder in connection with the Design-Builder's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

- .1 Subject to Section 6.1.1.20, provide not more than five (5) submissions over the duration of the Project.

**5.2.4 Estimates of the Cost of the Work for the Architect's Portion of the Project.** The Architect will review the estimate of the Cost of the Work prepared by the Design Builder.

**5.2.5** The Architect shall attend meetings with the Design-Builder and Owner to discuss and review the Owner's Criteria.

## 5.3 Design Development Phase Services

**5.3.1** Based on the Owner's and Design Builder's approval of the Schematic Design Documents, and on the Design Builder'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 Design Builder's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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.

**5.3.2** The Architect shall submit the Design Development Documents to the Design Builder, and request the Design Builder's approval.

**5.3.3 Construction Documents.** Upon the Design-Builder's written notice to proceed, the Architect shall further develop the design in accordance with the Design-Build Contract, and prepare Construction Documents for the Architect's Portion of the Project. The Construction Documents shall set forth in detail the requirements for construction of the Architect's Portion of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials, systems and performance criteria required. Construction Documents may include Drawings, Specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall be consistent with the Design-Build Documents, including the Design-Build Amendment.

**5.3.1 Construction Documents Bid Packages.** The following four bid packages are included in this Contract

- (1) Long Lead Items and required foundation work;
- (2) Superstructure;
- (3) Enclosure;
- (4) Interiors.

## 5.3 Construction Procurement Services

The Architect shall provide Construction Procurement Services listed in this Section 5.3.

**5.3.5 Substitutions.** Review requests for substitutions, if permitted by the bidding/proposal documents; prepare and distribute addenda identifying approved substitutions to all prospective bidders/proposers. Subject to Section 5.7.1.27.

**5.3.6 Pre-Bid/Proposal Conference.** Participate in a pre-bid conference for prospective bidders or pre-proposal conference for prospective proposers.

**5.3.7 Addenda.** Prepare responses to questions from prospective bidders/proposers and provide clarifications and interpretations in the form of addenda.

**5.3.8 Opening of Bids/Proposals.** Participate in the opening of the bids/proposals. Document and distribute the results, as directed by the Design-Builder.

**5.3.9 Bid/Proposal Evaluation.** Assist the Design-Builder in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.

**5.3.10 Bid/Proposal Negotiations.** Assist the Design-Builder during negotiations with selected prospective contractors and prepare a summary report of the negotiation results, as directed by the Design-Builder.

#### **5.4 Construction Contract Administration Services**

The Architect shall provide only those Construction Contract Administration Services listed in this Section 5.4. Duties, responsibilities and limitations of authority of the Architect under this Section 5.4 shall not be restricted, modified or extended without written agreement of the Design-Builder and Architect. The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement unless otherwise modified in writing. The Architect's responsibility to provide the Construction Contract Administration Services under this Agreement, shall coincide with the date of the first service provided in accordance with the Contract for Construction and shall terminate, subject to Section 6.1.1.15, sixty (60) days after the date of Substantial Completion of the Work related to the Architect's Portion of the Project.

It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including the Contract Administration Phase services, have been performed in full by the Architect. The Design-Builder acknowledges that the inability of the Architect to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the Project. Therefore, in the event that this Agreement is prematurely terminated or that the Architect is otherwise precluded from completing the services set forth herein, the Design-Builder agrees to hold harmless, indemnify, and defend the Architect from and against all suits, claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the use of the documents without the Architect's involvement in the completion of the Project.

**5.4.1 Requests for Information.** Review properly prepared, timely requests by the Contractor for additional information about the Contract Documents relating to the Architect's Portion of the Project. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. If deemed appropriate by the Architect, the Architect may, on the Design-Builder's behalf, prepare, reproduce and distribute supplemental drawings and specifications in response to requests for information by the Contractor.

**5.4.2 Observations of the Work Related to the Architect's Portion of the Project.** Visit the site on behalf of the Design-Builder at intervals appropriate to the stage of construction, or as otherwise agreed to by the Design-Builder and the Architect, to become generally familiar with the progress and quality of Work related to the Architect's Portion of the Project completed, and to determine in general if the Work related to the Architect's Portion of the Project is being performed in a manner indicating that Work related to the Architect's Portion of the Project, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of Work related to the Architect's Portion of the Project. On the basis of these site visits, the Architect shall keep the Design-Builder reasonably informed about the



progress and quality of the portion of the Work related to the Architect's Portion of the Project completed, and report to the Design-Builder (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor (2) defects and deficiencies observed in the Work related to the Architect's Portion of the Project (3) recommendations for further inspection and testing of the Work, and (4) recommendations to reject the Work.

- .1 Subject to Section 6.1.1.17, provide not more than one hundred and fifty-five (155) visits to the Project site by the Architect over the duration of the Project during construction.

#### 5.4.3 Not used.

**5.4.4 Submittals.** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, product data and samples for the Work related to the Architect's Portion of the Project, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken subsequent to the Design-Builder's review and approval. The Architect's action in reviewing submittals shall be taken in accordance with a submittal schedule approved by the Architect and Design-Builder or, in the absence of an approved submittal schedule, with reasonable promptness, allowing sufficient time for adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. Review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. As part of these services the Architect shall

- .1 subject to Section 6.1.1.18, provide not more than two (2) reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor; and
- .2 maintain a record of submittals and copies of submittals supplied by the Contractor relating to the Architect's Portion of the Project in accordance with the requirements of the Contract Documents.

**5.4.5 Review and Prepare Proposed Change Orders and Construction Change Directives.** Review properly prepared, timely requests for changes in the Work related to the Architect's Portion of the Project, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work related to the Architect's Portion of the Project shall be accompanied by sufficient supporting data and information to permit a reasonable determination without extensive investigation or preparation of additional drawings or specifications. The Design-Builder will prepare Change Orders. The Architect will prepare Construction Change Directives for the Design-Builder's approval and execution in accordance with the Contract Documents. Maintain records relative to changes relating to the Architect's Portion of the Project.

**5.4.6 Minor Changes.** Prepare orders for minor changes in the Work related to the Architect's Portion of the Project for issuance by the Design-Builder.

**5.4.7 Project Completion.** Conduct observations of the Work related to the Architect's Portion of the Project to assist the Design-Builder in determining the date or dates of Substantial Completion and the date of final completion. Such observations shall be conducted to check the Work related to the Architect's Portion of the Project for conformance with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor to be completed or corrected.

- .1 Subject to Section 6.1.1.21, provide not more than two (2) observations for any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete in accordance with the requirements of the Contract Documents.
- .2 Subject to Section 6.1.1.22, provide not more than one (1) observations for any portion of the Work related to the Architect's Portion of the Project to determine final completion.

## 5.5 Sustainability Services

**5.5.1 Sustainability Workshop.** Prior to the conclusion of Schematic Design, the Architect shall conduct a Sustainability Workshop with the Owner and Design-Builder, and to the extent necessary, with the Owner's consultants and separate contractors and the Design-Builder's consultants and contractors, during which the

participants will: (1) review and discuss potential Sustainability Certifications; (2) establish the Sustainable Objective; (3) discuss potential Sustainable Measures to be targeted; (4) examine strategies for implementation of the Sustainable Measures; and (5) discuss the potential impact of the Sustainable Measures on the Initial Information set forth in Article 1.

**5.5.2 Preparation of the Sustainability Plan.** Following the Sustainability Workshop the Architect shall prepare the Sustainability Plan. The Sustainability Plan shall identify and describe: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews; testing or metrics to verify achievement of each Sustainable Measure; and the required Sustainability Documentation.

**5.6 Description of Services**

The Architect will provide design services for the following disciplines:

- (24) Architectural Design;
- (25) Structural Design;
- (26) Mechanical and Plumbing Design (2 - Design Criteria Reviews Only);
- (27) Electrical Design (2 - Design Criteria Reviews Only);
- (28) Civil Engineering;
- (29) Landscape Design;
- (30) Interior Design;
- (31) Curtainwall – Exterior Enclosure Design;
- (32) Sustainable Design – LEED;
- (33) Vertical Transportation;
- (34) Acoustical Design;
- (35) Lighting Design;
- (36) Wind Engineering;
- (37) Data – Telecommunications;
- (38) Security Design;
- (39) Signage – Environmental Graphics;
- (40) Code Compliance Design;
- (41) Fire Alarm System – Device location and performance specification;
- (42) Fire Sprinkler System – Performance criteria specification and Zoning only;
- (43) Audio Visual Design;
- (44) Furniture, Fixture and Equipment selection assistance;
- (45) Food Service Design.

**5.7 Other Services**

5.7.1 The Architect shall provide the listed services only if specifically designated in the table below as the Architect’s responsibility, and the Design-Builder shall compensate the Architect as provided in Section 11.2.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>5.7.1.1</b> Programming	Program Verification by Architect in base scope. Refer to Article 3.1
<b>5.7.1.2</b> Measured drawings	Not provided
<b>5.7.1.3</b> Existing facilities surveys	By Architect in base scope; Includes surveying of building systems open to view of determine compliance with existing building design documentation
<b>5.7.1.4</b> Site selection evaluation and planning	Not Provided
<b>5.7.1.5</b> Building Information Model management responsibilities	By Architect in base scope of work for Architect’s portion of the work
<b>5.7.1.6</b> Development of Building Information Models for post construction use	Not provided

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>5.7.1.7</b> Civil engineering	By Architect in base scope of work
<b>5.7.1.8</b> Landscape design	By Architect in base scope of work
<b>5.7.1.9</b> Architectural interior design	By Architect in base scope of work
<b>5.7.1.10</b> Detailed cost estimating	By Architect at 50% Schematic Design in base scope of work
<b>5.7.1.11</b> On-site project representation	Not Provided
<b>5.7.1.12</b> Conformed documents for construction	One issuance at the completion of last bid package by Architect in base scope of work for Architect's portion of the work
<b>5.7.1.13</b> As-designed record drawings	Not Provided
<b>5.7.1.14</b> As-constructed record drawings	By Architect in base scope of work for Architects portion of the work
<b>5.7.1.15</b> Post-occupancy evaluation	Not Provided
<b>5.7.1.16</b> Facility support services	Not Provided
<b>5.7.1.17</b> Tenant-related services	Not Provided
<b>5.7.1.18</b> Architect's coordination of the Owner's consultants	Not Provided
<b>5.7.1.19</b> Telecommunications/data design	By Architect in base scope of work
<b>5.7.1.20</b> Security evaluation and planning	By Architect in base scope of work
<b>5.7.1.21</b> Commissioning	Not Provided
<b>5.7.1.22</b> Sustainable Project Services pursuant to Section 5.5	By Architect in base scope of work
<b>5.7.1.23</b> Fast-track design services	By Architect in base scope of work
<b>5.7.1.24</b> Multiple bid packages	By Architect in base scope of work - 4 packages
<b>5.7.1.25</b> Historic preservation	Not Provided
<b>5.7.1.26</b> Furniture, furnishings, and equipment design	Assistance by Architect in base scope of work
<b>5.7.1.27</b> Revision of Construction Documents to incorporate material substitutions after the completion of Design Development	Not Provided
<b>5.7.1.28</b> Design for temporary construction including temporary construction required for erection of permanent building components	Not Provided

## ARTICLE 6 ADDITIONAL SERVICES

6.1 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 6 shall entitle the Architect to compensation as well as an appropriate adjustment in the schedule for the Architect's services.

6.1.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Design-Builder with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect has given written notice to the Design-Builder of the need for the Additional Service either by mail, delivery or e-mail to the Design-Builder's Representative and receives the Design-Builder's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Design-Builder or Owner, or a material change in the Architect's Portion of the Project including, but not limited to, size, quality, complexity, the Design-Builder's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .3 Services necessitated by decisions of the Owner, Design-Builder, or others not rendered in a timely manner or any other failure of performance on the part of the Owner, Design-Builder, or any of their consultants or contractors;
- .4 Preparation of design and documentation resulting from Value Engineering or for alternate bid or proposal requests proposed by the Design-Builder after the commencement of the Construction Document Phase;
- .5 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 8.8, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .9 Assistance to the Design-Builder in rendering initial decisions on a Claim with a Contractor;
- .10 Reviewing a Contractor's submittal out of sequence from any submittal schedule approved by the Architect and Design-Builder;
- .11 Responding to the Design-Builder's or the Design-Builder's consultants' or contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Design-Builder or the Design-Builder's consultants or contractors from a careful study and comparison of the Contract Documents, field conditions, other Design-Builder-provided information, coordination drawings prepared by the Design-Builder or its consultants, or prior Project correspondence or documentation;
- .12 Preparing Change Orders and Construction Change Directives that require evaluation of proposals and supporting data from the Design-Builder's consultants or contractors, or the preparation or revision of Instruments of Service;
- .13 Evaluating claims submitted by the Design-Builder's consultants, or others in connection with the Work;
- .14 Evaluating substitutions proposed by the Design-Builder or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .15 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work related to the Architect's Portion of the Project;
- .16 Evaluations related to portions of the Work other than the Work related to the Architect's Portion of the Project;
- .17 Visits to the Project site exceeding limits set forth in Section 5.4.2.1;
- .18 Reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor exceeding limits set forth in Section 5.4.4.1;
- .19 Design presentations exceeding the limits set forth in Section 5.2.2.1;
- .20 Submissions to governmental authorities exceeding the limits set forth in Section 5.2.3.1;
- .21 Inspections of any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete exceeding limits set forth in Section 5.4.7.1; and
- .22 Inspections for any portion of the Work related to the Architect's Portion of the Project to determine final completion exceeding limits set forth in Section 5.4.7.2.

6.2 If the services covered by this entire Agreement have not been completed within Fifty-six (56) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### **ARTICLE 7 DESIGN-BUILDER'S RESPONSIBILITIES**

7.1 The Design-Builder shall provide available information in a timely manner regarding requirements for, and limitations on, the Architect's Portion of the Project.

7.2 Within seven days after receipt of the Architect's written request, the Design-Builder shall request information from the Owner as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. Within

seven days of receipt of such information from the Owner, the Design-Builder shall furnish the information to the Architect.

7.3 The Design-Builder shall periodically update the budget information. If the Owner or Design-Builder significantly increases or decreases the overall budget for the Project or the budget for the Cost of the Work for the Architect's Portion of the Project, the Design-Builder shall notify the Architect. The Design-Builder and the Architect shall thereafter agree to a corresponding change in the scope and quality of the Architect's Portion of the Project.

7.4 The Design-Builder or its identified representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Design-Builder shall promptly notify the Architect in the event that the Design-Builder changes its representative.

7.5 Where not provided by the Owner, the Design-Builder shall furnish any additional surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project.

7.6 Where not provided by the Owner, the Design-Builder shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

7.7 The Design-Builder shall furnish the services of consultants, other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Architect's Portion of the Project. The Design-Builder shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Design-Builder shall furnish copies of the scope of services in the contracts between the Design-Builder and the Design-Builder's consultants.

7.7.1 The Design-Builder shall coordinate with the Owner and provide in a timely manner, requirements and/or input of its own consultants or entities that have conditions that must be included in the design. These conditions may include but are not limited to: artwork, equipment, and appurtenances provided by the Owner or its agents through the Design-Builder. The Design-Builder acknowledges that failure to provide such requirements and/or input in a timely manner during the early phases of the design process, may result in the need for modifications to the design and disruptions to the orderly process of the construction and may additionally result in delays and possibly additional costs (including additional design fees) related to such redesign and/or disruptions. Architect shall not be responsible for any delays or costs resulting from Design-Builder's failure to comply with its obligation to provide all requirements and/or input in a timely manner.

7.8 In contracts with its consultants, the Design-Builder shall require that the consultants' services, whether performed directly by a consultant or by its sub-consultants, shall be performed by qualified professionals, licensed as may be required by applicable law to perform such services in the jurisdiction where the Project is located. The Design-Builder shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

7.9 The Design-Builder shall notify the Architect in a timely manner if the Design-Builder substitutes any of the consultants identified in the Initial Information or adds any other consultants for the Project.

7.10 The Design-Builder shall furnish to the Architect, in a timely manner, information necessary for the Architect to perform the Architect's Portion of the Project or that is necessary for inclusion in the Architect's Portion of the Project, including detailed layouts and specifications for materials and equipment furnished or designed by others, such as information regarding connections, sizes, loads and other information.

7.11 The Design-Builder shall confer with the Architect before issuing interpretations or clarifications of documents prepared by the Architect. The Architect shall not be responsible for interpretations the Design-Builder issues that are not in conformance with the recommendations of the Architect.

7.12 The Design-Builder shall advise the Architect of the identity of the Design-Builder's other consultants participating in the Project and the scope of their services.

7.13 If the Architect reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Architect's services, the Design-Builder shall furnish the information or services or request that the Owner furnish the information or services.

7.14 The Design-Builder shall furnish tests, inspections and reports required by law or the Contract Documents that are not provided by the Owner, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall receive schedules of and the reports directly from the materials testing agencies in a timely fashion. The Architect shall not be liable or responsible for the report, number and frequencies of the inspections and tests, the information contained therein, reliance upon said report and information by others, or the services, acts or omissions of the materials testing agencies. The Design-Builder shall indemnify and hold the Architect harmless from and against all suits, claims, damages, losses and expenses, including but not limited to, reasonable attorneys' fees arising out of or resulting from the performance or failure of performance of the materials testing agencies.

7.15 The Design-Builder shall furnish, or cause to be furnished, all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Design-Builder's needs and interests.

7.16 The Design-Builder shall provide prompt written notice to the Architect if the Design-Builder becomes aware of any errors, omissions or inconsistencies in the services or information furnished by the Architect.

7.17 The Design-Builder shall comply with legal and code requirements to the extent they affect the Architect's performance of this Agreement.

## **ARTICLE 8 COST OF THE WORK FOR THE ARCHITECT'S PORTION OF THE PROJECT**

8.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to construct all elements of the Architect's Portion of the Project designed or specified by the Architect and shall include construction general conditions costs, overhead and profit. The Cost of the Work does not include the Design-Builder's fee, costs of tests, or evaluations and reports required for the execution of the Work, the compensation of the Architect, its consultants or any other design professionals on the Project, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Design-Builder or Owner.

8.2 The Design-Builder's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as necessary.

8.3 If the Architect is required to prepare estimates of the Cost of the Work under Section 5.2.4 or as otherwise mutually agreed in writing by the Design-Builder and Architect, such estimates represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect has control over the cost of labor, materials or equipment; the methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Design-Builder's budget for the Project or from the Architect's estimate of the Cost of the Work.

8.3.1 If the Architect is required to prepare estimates of the Cost of the Work under Section 5.6 or as otherwise mutually agreed in writing by the Design-Builder and Architect, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to include recommended adjustments in the program and scope of the Architect's Portion of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Design-Builder's budget for the Cost of the Work. The Architect shall base its estimates on current area, volume or similar conceptual estimating techniques. If the Design-Builder requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

8.4 If the Architect is required to prepare estimates of the Cost of the Work under Section 5.6 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and if at any time up to receipt of bids or negotiated proposals the Architect's estimate of the Cost of the Work exceeds the Design-Builder's budget for the Cost of the Work, the Architect shall, upon the request of the Design-Builder, make appropriate recommendations to the Design-Builder to adjust the Project's size, quality or budget for the Cost of the Work, and the Design-Builder shall cooperate with the Architect in making such adjustments.

8.5 If the Design-Builder's contract with the Contractor for the Architect's Portion of the Project has not been executed within 90 days after the Architect submits the Construction Documents to the Design-Builder, through no fault of the Architect, the Design-Builder's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

8.6 If the Design-Builder's budget for the Cost of the Work is exceeded by the lowest bona fide bid(s) or negotiated proposal(s) for construction, the Design-Builder shall

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

8.7 If the Architect is obligated to provide estimating services under Section 5.6 of this Agreement or as otherwise mutually agreed in writing by the Design-Builder and Architect and the Design-Builder chooses to proceed under Section 6.6.4, the Architect, shall modify the Construction Documents related to the Architect's Portion of the Project as necessary to comply with the Design-Builder's budget for the Cost of the Work. The Architect's modifications under this Section 8.7 shall be the limit of the Architect's responsibility under this Article 8.

8.8 If the Architect is not obligated to provide estimating services, this Section 8.8 shall apply, and the Design-Builder shall provide estimates for the Cost of the Work. The Design-Builder shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work as the Architect progresses with its services. The Architect shall prepare, as an Additional Service pursuant to Section 4.1.1.7, revisions to the Drawings, Specifications or other documents as required to comply with the Design-Builder's budget for the Cost of the Work or due to inaccuracies or incompleteness in preparing cost estimates. The Architect may review the estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Design-Builder any material inaccuracies and inconsistencies noted during any such review.