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ARTICLE 1: THE CONSTRUCTION MANAGEMENT PLAN

1.1. The Owner’s description and statement of requirements for the Project are set forth in the Construction Management Plan, which is acceptable to the Owner and the Construction Manager (Lockheed Martin), and to the extent that it relates to the Designer’s services hereunder is also acceptable to the Designer. The Construction Management Plan is identified in the Subcontract Agreement. A preliminary Master Schedule specifying the starting and finishing dates for construction and a Milestone Schedule for the Designer’s Design Phase services (including interim and final submittals) is included in the Construction Management Plan. A preliminary Project and Construction Budget and a preliminary Management Information System covering and regulating communication between the key participants in the Project are included in the Construction Management Plan. The Designer shall perform the services specified by this Agreement in a manner consistent with the Construction Management Plan.

1.2. It is recognized that as the Project progresses and its documentation becomes more definitive, various aspects of the Construction Management Plan (including the Owner’s requirements, Master Schedule, Project and Construction Budget and Management Information System) may be revised and refined after consultation between the Owner, CM and Designer, and those revisions will be incorporated into the Construction Management Plan by formal amendments as appropriate.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1. The Designer is to render to the Owner and have sole responsibility for all professional design services in connection with the Project (except as specifically provided otherwise in this Agreement) as the Registered Architect and Engineer of Record(A/EOR) In the Agreement between the Owner and CM, the CM has agreed to maintain a working relationship with the Designer in this regard and to recognize the Designer’s responsibility for the Project design. The CM has received all portions (other than terms of compensation) of this Agreement that relate to the CM’s services under the Agreement between the Owner and the CM, including terms and conditions relative to the interrelationships and cooperative nature of services to be rendered by the Designer and CM, and the Owner represents to the Designer that the CM has acknowledged that they are acceptable to the CM.

2.2. The Designer shall provide professional architectural and engineering services for all Design Phases of the Project and professional design services during the Construction Phase as provided in this Agreement. The services shall include customary architectural and civil, structural, mechanical and electrical engineering services.

2.3. The CM will serve as the Owner’s principal agent in connection with the Project. The CM’s services during the Design Phase will relate principally to matters of scheduling and coordination of the activities of all parties involved, coordinating and expediting communications, evaluation of constructability, cost, scheduling and time considerations related to designs developed by the Designer, recommendations as to the division of the Work into various categories and separate contracts, and comments on clarity, consistency and coordination of the design documentation. The CM’s services during the Construction Phase will involve administering on the Owner’s behalf the Contracts for construction, monitoring the quality and quantity of the Work of the Contractor, monitoring cost and time considerations during construction, coordinating and expediting of communications, and functioning as the initial arbiter of disputes between the Owner and Contractors pertaining to the Work.

2.4. The Designer is an independent contractor responsible for its own means and methods of providing services and is not a joint venturer with the Owner or CM, nor an agent of the CM. The Designer recognizes the authority, responsibility and role assigned to and undertaken by the CM under the Agreement between the Owner and CM. The Designer’s services shall be rendered compatibly and in cooperation with the CM’s services under the Agreement between the Owner and CM. It is not intended that the services of the CM and Designer be competitive or

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duplicative but rather complementary. The Designer shall communicate with the Owner, the Contractor and others involved in the Project only in accordance with the Management Information System included in the Construction Management Plan.

2.5. The Designer shall perform its services hereunder properly and in accordance with the standards of its profession. The Designer acknowledges its sole responsibility as a professional for the design of the Project and for performing certain design related services during its construction. The Designer also acknowledges that in the performance of services under the Agreement between the Owner and CM, the CM will be relying upon the performance by the Designer of services under this Agreement. The Designer shall be entitled to rely upon the CM for the proper performance of services undertaken by CM pursuant to the Agreement between the Owner and CM.

2.6. The Designer may subcontract portions of the work as necessary to provide full design services for the project as the primary Designer as necessary. Should the Designer elect to subcontract any portion of the work, the selected subcontractor must have qualifications greater than or equal to the qualifications of the designer. The Designer shall retain full Engineer of Record responsibilities for all portions of the work, including subcontracted portions of the work.

2.7. The Designer shall participate in the coordination sessions provided by the CM in accordance with the Agreement between the Owner and CM and, as the design of the Project progresses, shall provide advice as requested and suggestions with respect to revisions to the various aspects of the Construction Management Plan.

ARTICLE 3: BASIC SERVICES

3.1. The Designer shall perform Basic Services as described herein and any Additional Services that are authorized, all in accordance with the provisions of Article 2.

3.2. Design Phase

3.2.1. Design Criteria: Based on the preliminary description and statement of the Project requirements as set forth in the Construction Management Plan, the Designer, in consultation with the Owner and the CM, shall develop design criteria and design requirements for the Project. During this development process the Designer shall receive from the CM recommendations as to constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Contractors; and as to the separation of the Project into contracts for various categories of the Work. In addition, the CM shall give to the Designer all data of which it is aware, and which the Owner has furnished to the CM, concerning patents or copyrights for inclusion in Contract Documents. As the Designer develops the design criteria and design requirements, and they evolve from preliminary to detailed and definitive, they shall be submitted to and reviewed by the Owner and CM, and ultimately accepted by the Owner. As the design criteria and design requirements are so accepted they shall be furnished to the CM in written form. In performing services under the Agreement between the Owner and CM, the CM will be entitled to rely on all design considerations and determinations provided by the Designer.

3.2.2. Owner-Supplied Information: Designer shall advise the CM of the necessity of the Owner or CM obtaining from others and providing to the Designer subsurface and other data of the types described in Paragraph 3.4.7, on all of which the Designer may rely in rendering services hereunder and in preparing the design documentation.

3.2.3. Government Approvals: The Designer shall be responsible for identifying governmental bodies having jurisdiction to approve the design of the Project. As part of such responsibilities as a licensed professional, the Designer shall be responsible to verify that the documents and services furnished by the Designer conform to the laws, regulations and other legal requirements applicable at the time they are furnished, and that the final design documentation complies with the requirements of Paragraph 3.2.8 below. The Designer shall not have responsibility as part of its Basic Services to obtain any governmental approvals or permits but may rely on the Owner doing so on its own or through the CM. Information with respect to such approvals shall be furnished to the Designer in a timely manner, and the Designer shall be entitled to rely upon the accuracy and completeness of what has been so furnished.

3.2.4. Construction Management Plan: The Designer shall make recommendations for revisions to the Construction Management Plan as the design progresses and shall evaluate and comment on revisions proposed by the CM. These may include revisions to the Project requirements, Master Schedule, Project and Construction Budget, and Management Information System. Revisions approved by the Owner shall be incorporated into the Construction Management Plan. The Designer may rely upon all information and data included in the Construction Management Plan in rendering services hereunder and in preparing the design documentation.

3.2.5. Cost Control

3.2.5.1. During design of the Project, the CM and Designer shall maintain close liaison and have frequent interchange of information and documentation. Both will cooperate to achieve compliance with the Project and Construction Budget, which may include a contingency for

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construction costs appropriate for the type and location of the Project and the extent to which the design has progressed and been finalized. The Designer shall provide to the CM submittals of drawings and specifications as required in the Construction Management Plan. The Designer shall receive, comment on and give due consideration to advice, cost analyses, value analyses, information as to constructability, as to costs, scheduling and time of construction, and as to clarity, consistency and coordination in documentation as submitted by the CM. While the Designer may rely upon such data submitted by the CM, the Designer as the party having sole responsibility for design of the Project shall, after taking into consideration any budgetary restraints imposed by the Construction Management Plan, make the final determination as to the acceptability, selection and specification of materials and equipment for the Project (subject to any directives issued by the Owner). Final determinations with respect to scheduling, the division of the Work into various categories and separate contracts, and the estimated Project and construction costs will be made by the CM and will be incorporated in the Construction Management Plan as amended from time to time and the Designer shall be entitled to rely upon such data provided by the CM.

3.2.5.2. The Owner recognizes that while the Designer is to cooperate with the CM to the end that actual construction costs will not exceed budget figures included in the Construction Management Plan as amended from time to time, the Designer has no control over the costs of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market prices, or over construction costs projections prepared by the CM. Accordingly, the Designer does not give any assurance or guarantee that proposals, bids or actual construction costs will not vary from budget figures included in the Construction Management Plan as amended from time to time. If the budget figure is exceeded the Owner shall give written consent to increasing the budget, or authorize negotiations or rebidding of the Project within a reasonable time, or cooperate with the Designer and CM in revising the Project's general scope, extent or character in keeping with the requirements and sound design practices, or modify the requirements appropriately. Instead of the foregoing the Owner may abandon the Project and terminate this Agreement in accordance with the general T&Cs (corpdocs).

3.2.6. Times of Performance: In preparing the design documentation the Designer shall comply with the Master Schedule and Milestone Schedule for Design Phase Services as included in the Construction Management Plan.

3.2.7. Conferences and Meetings: The Designer shall attend Project conferences and meetings called by the Owner or CM.

3.2.8. Design Documents: Before conclusion of the Design Phase, and after receipt of comments, recommendations and advice from the CM, who will also convey the Owner's comments, the Designer shall prepare the final design documentation for construction consisting of:

3.2.8.1. Drawings to show the general scope, extent and character of the Contractor's Work with sufficient detail to accurately communicate the design intent and shall include all notes, details, sections and views necessary to completely illustrate the design intent. Specifications shall not be included on the drawings

3.2.8.2. Specifications prepared in accordance with the Construction Specification Institute's fifty (50) division format and shall be included in a separate specification booklet consisting of all specifications required to execute the work.

3.2.8.3. Technical criteria, written descriptions and design data information for use by the Owner in filing applications for governmental approvals and permits;

3.2.8.4. Supplemental Conditions of the Construction Contract and General Conditions for separate material and equipment procurement, which shall be provided by the CM;

3.2.8.5. Addenda or other customary design documents.

3.2.8.6. The final documentation shall be in form for contracting (e.g. single or multi-prime) as indicated in the Construction Management Plan. The final design documentation furnished hereunder shall be prepared in accordance with professional standards, shall be in such detail as is appropriate for the nature and character of the Work to be performed by the Contractors, and shall be prepared and coordinated so as to permit such scheduling and sequencing of construction as may be required by the Construction Management Plan. The CM will assemble bid packages and handle all administrative aspects of bidding.

3.3. Procurement Phase

3.3.1. Pre-Bid Conferences: The Designer shall participate in Pre-Bid Conferences.

3.3.2. Requests for Clarification: The Designer shall receive from the CM requests from Contractors for clarification of the Contract Documents and shall prepare the design documentation for addenda, which will be reviewed by the CM for constructability, cost, scheduling, time, coordination, clarity and consistency, and will be issued by the CM after being processed by the CM and approved by the Owner.

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- 3.3.3. Prequalification of Bidders: The Designer shall, on request of the CM, provide advice on the prequalification of bidders and the evaluation of bids.
- 3.3.4. Post-Bid and Pre-Construction Conference: The Designer shall attend Post-Bid Conference and Pre-Construction Conference.
- 3.3.5. Acceptance of Subcontractors or Suppliers: The Designer shall not be involved in accepting or rejecting subcontractors or suppliers.
- 3.3.6. Substitutions: If substitutions are to be permitted during the bidding period, the Designer shall determine their acceptability and prepare the necessary design documentation for inclusion in addenda.

3.4. Construction Phase

- 3.4.1. Visits and Access to Site: The Designer shall make visits to the site as necessary to enable the Designer to carry out its Basic Services responsibilities under Paragraphs 3.4.3 through 3.4.7 inclusive, and Paragraphs 3.4.16 and 3.4.17. However, it is not intended that during such visits the Designer shall be obligated as part of Basic Services to become generally familiar with or check the quality or quantity of the Work or to determine that the Work is being completed in accordance with the Contract Documents. The Owner shall be responsible to see that the Designer is given access to the site as necessary to carry out its services under this Agreement.
- 3.4.2. Communications: The Designer shall only communicate with the Owner, contractor, subcontractors and suppliers through the CM or in the presence of the CM.
- 3.4.3. Interpretations and Clarifications: Upon receipt from the CM (with the CM's comments as appropriate) of written requests for clarifications and interpretations of the drawings, specifications and other design related information, the Designer shall review the same and issue (through the CM) in writing appropriate clarifications and interpretations.
- 3.4.4. Substitutions: Upon receipt from the CM of written proposals for substitutions of materials and equipment (with the CM's comments, including trade-off studies, as appropriate), the Designer shall evaluate the same and shall have final authority to accept or reject such proposals as being appropriate for the Project with cause.
- 3.4.5. Changes: Upon receipt from the CM of written requests for changes in the Contract Documents (with comments, including trade-off studies, as appropriate) the Designer shall prepare the necessary drawings and specifications (subject to the provisions of Paragraphs 4.1.5 and 4.1.7). Whenever a directive for a work change is issued by the Owner, a copy will be sent to the Designer. Whenever the CM authorizes minor changes in the Work pursuant to authority under the Owner-CM Agreement, written confirmation will be given to the Designer, who shall review the information submitted and advise the Owner and CM whether or not the change is compatible with, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Designer shall be the sole judge of whether or not a minor change involves design or aesthetic considerations and no such change shall be made without the Designer's concurrence.
- 3.4.6. Submittals: The Designer shall cooperate and participate in meetings conducted by the CM to establish procedures for submission and review of shop drawings, samples and other submittals. Upon receipt from the CM of the Contractor's shop drawings, samples and other submittals with the CM's comments (including trade-off studies, as appropriate), the Designer shall review, approve or reject and return the same to the CM for transmission to the Contractor no later than seven (7) days after the date of submission to the Designer. The review and approval shall be for the limited purpose of checking 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 in the Contract Documents. The Owner shall require the CM to transmit to the Designer all data on variations and deviations from the requirements of the Contract Documents received from the Contractor and to insist on Contractor's compliance with the procedures established. All reviews of shop drawings, samples and other submittals shall be in accordance with the Contractor's Construction Schedule, which will have been established by the CM with the Contractor's and the Designer's participation.
- 3.4.7. Surface and Subsurface Conditions: The information with respect to surface and subsurface conditions at or contiguous to the site on which the Contractor will be entitled to rely shall be identified by the Designer in the Contract Documents. The Contractors' responsibility for other surface and subsurface conditions will be as provided in the Contract Documents. The Owner shall require the CM to consult with the Designer whenever a surface or subsurface condition is uncovered that differs from what the Contractor is entitled to rely on, or from what is indicated in the Contract Documents, or that may require a change in the Contract Documents. In that event the Designer shall visit the site to examine the condition and determine if the Owner should obtain further examination or testing. The preparation by the Designer of additional or amended drawings and specifications for incorporation into a change order to reflect any design changes required to be responsive to the changed conditions shall be provided by the Designer as Additional Services under Article 6.

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3.4.8. CM's Comments and Advice: The Owner shall require that all transmittals to the Designer requesting interpretations or clarifications, or proposals for substitutions, or change orders, or reviewing and approval of submittals, or evaluations for changed subsurface conditions shall include the CM's comments regarding the request or proposal and its anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Master Schedule. The CM's comments will not relate to design considerations, but rather to matters of constructability, cost, scheduling and time of construction, clarity, consistency and coordination of the design documentation. The Owner shall require the CM to give the Designer prompt notice (confirmed in writing) of apparent defects in the design documents (drawings, specifications, approved submittals, samples, changes, change orders and other design documents referred to in Paragraphs 3.2.8 and 3.4.3 through 3.4.7, inclusive) of which the CM obtains actual knowledge, but the CM shall not have responsibility for detecting the existence of any such defects.

3.4.9. Tests and Inspections: The Designer may request the CM to call for special inspections and tests of the Work to enable the Designer to carry out its services under Paragraphs 3.4.3 through 3.4.7, inclusive, and shall be entitled to rely upon the accuracy and completeness of the results provided.

3.4.10. Quality Control of the Contractor's Work: The Owner shall not cause or permit the CM to allow or accept, and the Owner shall not allow or accept, any work by the Contractor involving deviation from the requirements of the Contract Documents unless the Designer shall have given written approval, which approval shall not be unreasonably withheld; however, the foregoing restriction shall not apply to variations from the design documentation which do not affect the design concept or the integrity of the completed Project as a functioning whole (aesthetically, structurally, or otherwise). Any participation by the Designer in programs or procedures to observe, review or monitor the quality of the Contractor's Work, or any participation in the review and acceptance or rejection of the Contractor's Work, or any participation in the review and acceptance or rejection of the Contractor's Work that the Owner or CM may require (except as provided in Paragraphs 3.4.16 and 3.4.17) shall be provided by the Designer as an Additional Service under Article 4. If during the course of any such visits to the site, or other site visits furnished as Additional Services in accordance with Paragraphs 3.4.10 and 3.4.11 and Article 4, the Designer obtains actual knowledge of Contractor's Work that does not conform to the requirements of the Contract Documents, or will not be compatible with or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, the Designer shall give prompt written notice thereof to the CM, but the Designer shall not have responsibility to detect the existence of any such condition.

3.4.11. Not Responsible for Contractor's Work: The Designer shall not have responsibility for or guarantee the Contractors' performance of the Work or the construction contracts, or the acts of subcontractors or suppliers, but shall be beneficiary of the customary guarantees by the Contractor that the Work furnished is in accordance with the requirements of the Contract Documents.

3.4.12. Copies of Notices: The Designer shall furnish the CM copies of all written notices and communications sent to or received by the Designer, which relate to the aspects of the Project for which the CM has responsibility under the Owner-CM Agreement.

3.4.13. Coordination and Scheduling of Contractor's Work: Any coordination or scheduling of the Work of the Contractor that is required by the Owner will be the responsibility of the CM. The Designer's documentation shall be prepared as required by the Construction Management Plan to permit such coordination and scheduling.

3.4.14. Time and Cost Control: The CM will have authority as the Owner's agent to develop and monitor the Contractor's cost control procedures and time schedules with respect to the Work and will receive, as requested, comments and suggestions from the Designer, who shall have no other authority or responsibility in connection with the Contractor's timely performance, scheduling, sequencing or costs incurred during construction.

3.4.15. Substantial Completion: The Designer shall visit the site and consult with the CM as requested with respect to the readiness of certain specific items of the Work for substantial completion. Such visits and consultation shall involve assistance in the preparation of lists of incomplete Work or Work which does not conform to the requirements of the Contract Documents for each construction Contract. Final decisions on substantial completion will rest with the CM, who will issue a Certificate of Substantial Completion. A copy of the Certificate of Substantial Completion will be given to the Designer.

3.4.16. Final Completion: The Designer shall visit the site and consult with the CM as requested with respect to completion of items on the list prepared in connection with substantial completion.

3.4.17. Confidentiality: The Designer shall keep all information concerning the Project confidential except for communications between the Designer, CM, Contractor and their independent professional engineers, architects and other consultants, subcontractors, and suppliers incident to completion of the Project, and except for publicity approved by the Owner and in connection with filings and communications with governmental bodies having jurisdiction over the design of the Project.

3.4.18. Means and methods: The Designer shall not have responsibility for means, methods, techniques, sequences or procedures of construction, or for safety precautions and programs incident thereto.

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3.4.19. Overtime Work: The Owner shall require the CM to give Designer immediate written notice whenever Work at the site is to be performed at any time other than during regular working hours.

3.4.20. Stopping the Work: The Designer shall have no authority or responsibility to recommend to the Owner or CM that the Work be suspended, stopped or taken over by the Owner, or that any of the construction Contracts be terminated.

ARTICLE 4: ADDITIONAL SERVICES

4.1. As requested and Authorized in writing by the CM, the Designer shall perform Additional Services and the Designer shall be compensated in accordance with the Subcontract Agreement. Additional Services shall be performed only after execution of a written amendment to the Subcontract Agreement authorizing such services. Additional Services **may** include:

4.1.1. Services rendered to investigate, appraise or evaluate existing conditions, facilities or equipment, or to verify the accuracy of existing drawings or other information furnished by the Owner

4.1.2. Services of independent professional associates or consultants for other than Basic Services; services where the Owner employs the Designer to provide such services in lieu of furnishing the same; services relating to determination of space needs for the preparation of space programs; and services related to tenant and rental operations.

4.1.3. Services related to building sites investigations and analyses.

4.1.4. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity of the Project or in the Construction Management Plan (including the Master Schedule, the Milestone schedule, Project and Construction Budget, and Management Information Systems), changes in the character of construction or method of financing, and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond Designer's control.

4.1.5. Services in connection with the preparation of drawings, specifications and other design documentation for alternate bids requested by the Owner of CM, or in connection with the preparation of additional or amended drawings, specifications and other design documentation to reflect changes in the Project's scope, extent, character or requirements..

4.1.6. Services in connection with the preparation review or assembly of maintenance manuals, warranties, guarantees, and the development of systems and procedures for control of operation and maintenance records for the Project.

4.1.7. Services to prepare a set of reproducible prints of record drawings showing those changes made during construction process, based on marked-up prints, drawings and other data furnished by the Contractor or the CM to the Designer, and which the Designer considers significant.

4.1.8. Services to establish reference points on the site for construction.

4.1.9. Services in connection with any technical inspection or testing of any material or equipment prior to its incorporation in the Work, or of any aspect or part of the Work itself.

4.1.10. Services in connection with any dispute between the Contractor and the Owner, except as related to the Designer's services required by Paragraphs 3.4.3 and 3.4.5.

4.1.11. Consultation regarding replacement of Work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such Work.

4.1.12. Services made necessary by the default of the Contractor or CM.

4.1.13. Preparation for and serving as a witness in connection with any public or private hearing, or arbitration, mediation or legal proceeding.

4.1.14. Assisting the Owner in public relation activities, including preparing information for and attending public meetings.

4.1.15. Assisting the Owner with procurement and preparation of contracts for the occupancy of the Project, and providing personnel to oversee the location of furniture and equipment.

4.1.16. Services related to the initial operation of any equipment such as start-up, testing, adjusting and balancing.

4.1.17. Services required to obtain all necessary permits, governmental approvals and licenses for the performance of the Project, including all services to be provide by the Designer. All permit fees shall be paid directly by the Owner, unless otherwise agreed to in writing.

ARTICLE 5: CONSTRUCTION MANAGER & OWNER'S RESPONSIBILITES

5.1. If the CM observes or otherwise becomes aware of any defect in design aspects of the Project, the CM shall give written notice thereof to the Designer.

5.2. The CM shall furnish required information and approvals, render decisions and perform its responsibilities and activities in a timely manner and in accordance with the Master Schedule so as to facilitate orderly progress of the Designer's work in cooperation with the CM, consistent with this Agreement and in accordance with the Construction Management Plan. The Owner shall require the CM to do the same.

5.3. The CM shall designate, in writing, an officer, employee or other authorized representative to act on its behalf with respect to the Project who shall have authority to approve changes in the scope of the Project and be available during working hours and as often as may be required to render decisions and furnish information in a timely manner.

5.4. The CM shall arrange for the Designer to have access to the site as necessary to carry out its services under this Agreement.

5.5. The CM shall cause any and all agreements between the CM and others to be compatible and consistent with this Agreement. The CM shall, at the CM's expense, furnish sufficient copies of the Contract Documents to the Designer upon request.

5.6. The CM shall furnish the Designer copies of all written notices and communications sent to or received by the CM which relate to design aspects of the Project, or the Designer's responsibilities under this Agreement.

5.7. CM shall furnish to the Designer as required for the performance of the Designer's services hereunder the following:

5.7.1. Reports of explorations and tests of surface and subsurface conditions at or contiguous to the site, and reports of explorations and tests of the conditions at the site (both surface and subsurface) with respect to the presences or absence of hazardous waste or similar materials (such as, but not limited to, asbestos, polychlorinated biphenyls (PCBs), petroleum and radioactive materials), all of such reports and drawings to be based on appropriate borings, probing's, examinations, surveys, tests, and samplings of the conditions involved, to be prepared by qualified persons, and to be accompanied by appropriate professional interpretations of all of the findings;

5.7.2. Environmental assessments and impact statements;

5.7.3. Property boundary, easement, right-of-way, topographical and utility surveys;

5.7.4. Property descriptions;

5.7.5. Zoning, deed and other land use restrictions; and

5.7.6. Other special data or consultation on similar subjects.

5.8. The Owner shall be responsible for the presence at the site of any asbestos, PCBs, petroleum, hazardous materials and radioactive materials, and the consequences of such presence.

5.9. The Owner shall make available to the Designer, thourgh the CM, all data of which each is aware concerning patents or copyrights for inclusion in Contract Documents.

5.10. Unless otherwise specified, the Owner shall pay for necessary governmental approvals, permits, easements, assessments and charges required for the construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

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ARTICLE 6: Designer Professional INSURANCE AND MUTUAL INDEMNITY

6.1. Designer’s Liability Insurance

6.2. Professional Liability: The Designer shall procure and maintain professional liability insurance for protection from claims arising out of the performance of professional services caused by a negligent error, omission or act for which the insured Designer is legally liable; such liability insurance will provide for coverage in the amount of five million dollars (\$5,000,000.00) per claim and in the aggregate each year. Acord Form Certificates indicating that such insurance is in effect shall be delivered to the Buyer/ Owner prior to the start of work. The Designer shall also cause the independent engineers, architects and other consultants retained by the Designer for the Project to procure and maintain professional liability insurance coverage, for at least such amounts, and periods as determined by the Buyer/ Owner.

6.3. Other Insurance

6.3.1. All other Insurance requirements shall be in accordance with the Subcontract Agreement.

6.4. Waiver of Subrogation

6.4.1. The Buyer/Owner and the Designer waive all rights against each other and against the Contractor, CM, independent engineers, architects and other consultants, subcontractors, suppliers, agents and employees of the other for damages during construction covered by any property insurance required for this Project. The Buyer/Owner and the Designer shall each require similar waivers from their contractors, independent engineers, architects and other consultants, subcontractors, suppliers and agents.

ARTICLE 7: OWNER’S RIGHTS IN DOCUMENTS AND REUSE

7.1. All documents, including drawings and specifications prepared or furnished by the Designer (and the Designer’s independent engineers, architects and other consultants) pursuant to this Agreement are instruments of service with respect to the Project, and the Designer shall retain an ownership and property interest therein whether or not the Project is completed. The Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Owner and others; however, such documents are not intended or represented to be suitable for reuse by the Owner, CM or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Designer for the specific purpose intended shall be at the Owner’s sole risk and without liability or legal exposure to the Designer, or to the Designer’s independent engineers, architects and other consultants, and the Owner shall indemnify and hold harmless the Designer and the Designer’s independent engineers, architects and other consultants from all claims, damages, losses and expenses, including attorneys’ fees, arising out of or resulting therefrom. Any such verification or adaptation shall entitle the Designer to further compensation at rates and amount to be agreed upon by the Owner and the Designer.

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