

1. Owner and Design-Builder shall meet as needed to review the status of the draft Completion Cost Estimate, including detailed line item components and supporting data and information.
2. Owner may at any time during the Preliminary Stage indicate to Design-Builder ways in which the draft Completion Cost Estimate might be improved, including opportunities for Owner to furnish materials or equipment, access to improved information regarding the Site or local conditions, changes in scope or schedule, and enhancing competition.

C. *Final Completion Cost Estimate:* After delivering the final Preliminary Technical Documents, as duly reviewed and revised, to Owner, as required in Paragraph A1.02 above, Design-Builder shall prepare a final Completion Cost Estimate, based on such final Preliminary Technical Documents and all other relevant factors relevant to cost.

D. *Completion Price:* Pursuant to the Preliminary Stage Schedule, Design-Builder shall submit to Owner proposed Completion Price(s) as set forth in Paragraph 3.03 of this Agreement. The proposed Completion Price(s) shall indicate the Contract Times applicable to each specific Contract Price.

#### A1.04 Initial Equipment and Materials Procurement

A. As Design-Builder develops the Preliminary Technical Documents, it shall:

1. identify equipment to be installed during construction that (a) requires early procurement to allow sufficient time for manufacture or customization, and delivery to the Site, or (b) will not be readily available, or will be inordinately expensive if not procured well in advance of construction.
2. Identify materials needed for construction that (a) should be procured and stockpiled to avoid potential shortages, (b) are currently priced advantageously and should be procured or ordered to avoid possible price fluctuations, (c) require early procurement to give sufficient time for shipment and delivery.

B. In the case of any such item, Design-Builder shall propose to Owner early procurement, prior to completion of the Preliminary Technical Documents. Owner shall at its option (1) procure the item itself, and make the item available to Design-Builder during construction, (2) authorize Design-Builder to purchase the item, for mutually agreed compensation or reimbursement based on cost and standard mark-ups, or (3) inform Design-Builder that the item is not to be procured until a later point, with acknowledged acceptance by Owner of the risk of adverse price or schedule impacts.

## ARTICLE 2 – ADDITIONAL SERVICES

#### A2.01 Owner's Authorization in Advance Required

A. If authorized in writing by Owner, during the Preliminary Stage the Design-Builder shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in Article 4 of the Agreement.

1. Prepare applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such

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#### EXHIBIT A – Preliminary Stage Work.

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