

EXHIBIT A
OWNER'S PROJECT CRITERIA
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

The McLoughlin/Dye/Plaza Project (the "Project") is located on the Oregon City campus. The Project consists of three elements that include the renovation of McLoughlin Hall, Dye Learning Center, and the Plaza (roughly between Wacheno Welcome Center and Barlow Hall). Although the overall budget, including design, consultants, permits, FF&E (soft costs in general) and construction costs is \$14,250,000, the initial budget breakout is as follows:

McLoughlin Hall carries the largest budget component of this package at \$8,250,000. Desired outcomes include modernized learning spaces, renovated office areas for staff, ADA compliant restrooms, and modernized/new MEP systems as needed. Building exterior improvements are not anticipated in this scope, although cleaning and sealing of masonry and concrete is occurring under a separate contract during the summer of 2026.

Dye Learning Center carries a budget of \$3,000,000. Desired outcomes include evaluating and optimizing the book stacks, increasing opportunities for student learning and collaboration, and updating finishes and systems as needed. Building exterior improvements are not anticipated in this scope.

The Plaza carries a budget of \$3,000,000. Desired outcomes include replacing worn and damaged concrete and providing new opportunities for student, staff, and community usage.

During the validation, design, and estimating process, it might be determined that the allocations to the projects need to be adjusted. The Project has a very limited budget, and the scope of the Project must fit within that budget. The selected Design-Build Team will assist the College in prioritizing the renovations and right sizing the scope of the Project to identify base scope as well as desired scope that fits within the established budget.

1.1. Project Goals

In general, the College has established the following Project Goals:

- 1. Modern Learning Environment.** While maintaining the College's values and mission, the Project will result in a design for a modern learning environment that accomplishes the following:
 - a. Increases the effectiveness of the learning environment of the campus,
 - b. Increases the usability and utilization of the campus
 - c. Adapts to the campus' future needs
 - d. Takes into account the operations, maintenance and life cycle costs of the Project
 - e. Incorporates safety.
- 2. Maximize the Scope of the Project Within the Project Budget.** The Design-Build Team will collaborate with the College as well as its students, staff, and stakeholders to maximize the prioritized scope of the Project within the limited budget.
- 3. Transparent Pricing.** The Design-Build Team will conduct a robust validation process and provide transparent pricing that allows the College to track the cost of design and construction concurrently so that the College is fully informed regarding the cost implications of design and other project decisions.
- 4. Execute a successful, collaborative Progressive Design-Build (PDB) process to produce the envisioned Project:** The Design-Build Team will develop and utilize a collaborative relationship with the Owner, and its stakeholders to accomplish the following:
 - a. Exceed the Project Goals within the Owner's budget and schedule while demonstrating exemplary design and project management, and
 - b. Take advantage of the progressive design-build delivery method through integration of the design and construction team and incorporating innovative construction means and methods into the design.

EXHIBIT B
OWNER'S PROJECT CRITERIA
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

1.1 Insurance Types and Limits.

- 1.1.1** Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition):

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	Commercially reasonable deductibles . All deductibles will be paid by the design-builder.
2. Employer's Liability (Bodily Injury by Accident)	\$ 2,000,000	\$2,000,000	
3. Commercial General Liability	\$2,000,000	\$ 4,000,000	
4. Contractor's Protective Liability (if applicable)	Separate coverage or included in item #6		
5. Commercial Automobile Liability	\$2,000,000	\$2,000,000	
6. Professional Errors and Omissions pursuant to Section 1.1.3 (A) and 1.1.3 (B) below (per claim/aggregate)	\$2,000,000	\$ 2,000,000	
7. Contractor's Pollution Liability including coverage for microbial matter	\$ 2,000,000	\$ 2,000,000	
8. <u>Umbrella Excess Liability Insurance</u>	\$4,000,000	\$4,000,000	
9. Builder's risk and boiler & machinery insurance	TBD	TBD	

- 1.1.2** The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 PROFESSIONAL LIABILITY INSURANCE.

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant.

Design Consultant shall maintain professional liability insurance with limits of not less than \$2,000,000 each claim and \$5,000,000 aggregate. Coverage shall be maintained throughout performance of the Work and for six (6) years following Substantial Completion.

EXHIBIT B
OWNER'S PROJECT CRITERIA
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The professional liability policy shall not exclude claims arising from negligent acts, errors, or omissions in the rendering of professional services solely because such claims involve project delay, acceleration, disruption, or increased project costs, to the extent such damages are otherwise covered by the policy..

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

EXHIBIT B
OWNER'S PROJECT CRITERIA
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non- renewal of the Design-Builder's practice policy.

1.1.3(B).1 The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability and umbrella/excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The professional liability policy shall not exclude claims arising from negligent acts, errors, or omissions in the rendering of professional services solely because such claims involve project delay, acceleration, disruption, or increased project costs, to the extent such damages are otherwise covered by the policy.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation shall be provided where commercially available and permitted by the Design Consultant's professional liability insurer

1.1.4 Any coverage required to be maintained after Final Payment shall be

identified below: General Liability, including completed

operations coverage

Professional Liability, including Contractor's Protective Liability, if applicable. Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

EXHIBIT B
OWNER'S PROJECT CRITERIA
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form CG 00 01 or its equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.1.2 Coverage for claims shall include the following:

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

2.1.1.3 The Design-Builder's Commercial General Liability Policy shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella/Excess Liability policies shall each include the following endorsements:

**EXHIBIT B
OWNER'S PROJECT CRITERIA
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT**

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

2.1.5 Design-Builder shall maintain Contractor's Pollution Liability insurance throughout the Work with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate. If written on a claims-made basis, the policy must comport to Section 4.1.5.

2.1.6

2.1.6.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.6.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella/excess and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy or worker's compensation. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Additional insured status shall be evidenced by endorsement forms CG 20 10 and CG 20 37, or endorsements providing equivalent coverage.

3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds.

EXHIBIT B
OWNER'S PROJECT CRITERIA
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

- 3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.
- 3.1.4 Insurance carriers providing coverage required under this Agreement shall be authorized to transact insurance business in the State of Oregon and shall maintain an A.M. Best financial strength rating of not less than A- VI.

4.1 Terms and Effective Dates.

- 4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.
- 4.1.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.
- 4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.
- 4.1.4 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.
- 4.1.5 Any coverage required to be maintained after Final Payment shall be

identified below: General Liability, including completed operations

coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if
applicable. Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial
Completion.

5 Subcontractor's Coverage

- 5.1 Design-Builder shall ensure that all Subcontractors of any tier, including but not limited to all Design Consultants have sufficient insurance coverage to insure their liability under this Project.

EXHIBIT C
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT
PHASE 1 AND 2 DESCRIPTION OF SERVICES

PART 1 APPLICABLE TO ALL PHASES

1.01 INTEGRATED DELIVERY

- A. Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- B. The Parties wish to fully embrace the principles of collaboration and integrated delivery in the performance of the Work of this Project. Integrated delivery emphasizes a cooperative approach to problem solving involving all key parties to the Project: the Owner, Design-Builder, Designer and principal Subcontractors (electrical, mechanical and others as the Design-Builder and the Owner jointly agree are appropriate). Toward that end, the Parties agree to employ the following techniques to maximize efficiency and minimize waste:
 - 1. Create a culture of open and honest communication throughout the course of the Project;
 - 2. Resolve disputes at the lowest possible level;
 - 3. Integrate the design and construction team (including key specialty contractors and trade partners) as early as possible into the design process;
 - 4. Utilize lean construction methods efficiently and effectively;
 - 5. Utilize Building Information Modeling efficiently and effectively;
 - 6. Establish a collaborative environment where all parties have the opportunity to contribute their best efforts for the benefit of the Project as a whole rather than to the benefit of individual parties;
 - 7. Develop the Project consistent with the Project Goals; and
 - 8. Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

1.02 PROJECT GOALS

The Owner has established the following Project Goals:

- 1. **Modern Learning Environment.** While maintaining the College's values and mission, the Project will result in a design for a modern learning environment that accomplishes the following:
 - a. Increases the effectiveness of the learning environment of the campus,
 - b. Increases the usability and utilization of the campus,
 - c. Adapts to the campus' future needs,
 - d. Takes into account the operations, maintenance and life cycle costs of the Project and
 - e. Incorporates safety.
- 2. **Maximize the Scope of the Project Within the Project Budget.** The Design-Build Team will collaborate with the College as well as its students, staff, and stakeholders to maximize the prioritized scope of the Project within the limited budget.
- 3. **Transparent Pricing.** The Design-Build Team will conduct a robust validation process and provide transparent pricing that allows the College to track the cost of design and construction concurrently so that the College is fully informed regarding the cost implications of design and other project decisions.

4. **Execute a successful, collaborative Progressive Design-Build (PDB) process to produce the envisioned Project:** The Design-Build Team will develop and utilize a collaborative relationship with the Owner, its stakeholders to accomplish the following:
- a. Exceed the Project Goals within the Owner's budget and schedule while demonstrating exemplary design and project management, and
 - b. Take advantage of the progressive design-build delivery method through integration of the design and construction team and incorporating innovative construction means and methods into the design.

1.03 SUBCONTRACTS

Design-Builder shall submit a Subcontract Plan as required herein, subject to the approval of the Owner. After approval by the Owner, Design-Builder may only modify the Subcontract Plan upon obtaining written approval from the Owner. Design-Builder may not award any Subcontract on the basis of a lump sum price without obtaining prior written permission from the Owner, such permission shall not be unreasonably withheld.

- A. All subcontracted Work associated with the performance of the construction shall be awarded by Design-Builder in accordance with the approved Subcontractor Plan.
- B. Subcontractor Procurement. Unless approved in writing by the Owner, the procurement section of the Subcontract Plan shall comply with the following:
 - 1. All subcontracted work associated with performance of construction packages shall be awarded by the Design-Builder to Subcontractors in accordance with a best value selection process established between the parties. Unless otherwise agreed in writing by the parties, the best value selection process shall contain mutually acceptable evaluation criteria for the proposal and selection process that is clear and consistent and includes both qualifications and price.
 - 2. The Design-Builder may only modify the Subcontractor Procurement Procedure after obtaining written approval from the Owner. Any such modification shall be at the sole risk and responsibility of the Design-Builder and without any modification to any applicable Commercial Terms.
 - 3. The Design-Builder's selection of Subcontractors shall comply with the following requirements, unless modified by the Subcontractor Procurement Procedure approved in writing by the Owner:
 - 4. The Design-Builder shall identify the scope of the Work to be subcontracted and shall identify at least three pre-qualified Subcontractors for such scope for written approval by the Owner.
 - 5. After approval of the pre-qualified Subcontractors by the Owner, the Design-Builder shall select from the three pre-approved Subcontractors for the identified scope of the Work, unless it obtains prior written approval from the Owner to select a different Subcontractor.
 - 6. If the Design-Builder cannot reasonably identify three pre-qualified Subcontractors, it shall inform the Owner in writing as to the reason for the inability to identify the Subcontractors and shall not proceed with the selection of a Subcontractor without the prior written approval of the Owner.
 - 7. The Design-Builder shall select Subcontractors on the basis of the best value to the Project. If in the Design-Builder's determination, the Subcontractor who proposes the best value did not propose the lowest cost, the Design-Builder shall i) provide a written justification for the selection of the Subcontractor, and ii) obtain the Owner's written approval prior to Design-Builder entering into the Subcontract.

- B. Self-Performed Construction Work. Self-Performed Construction Work means construction Work that would normally be performed by a subcontractor and does not include any costs associated with design, construction management, or Work that would be included in or described as part of any Lump Sum established by the Parties. Design-BUILDER must obtain prior, written approval from the Owner for the Design-BUILDER or the lead Constructor (if the lead Constructor is not also the Design-BUILDER) to perform Self-Performed Construction Work.
1. For each scope of Work for which Design-BUILDER proposes Self-Performed Construction Work, Design-BUILDER must submit to the Owner a proposal that contains the following minimum information as well as any other information reasonably requested by the Owner:
 - a. A detailed description of the scope of the Self-Performed Construction Work;
 - b. A detailed explanation of the effect of the Self-Performed Construction Work on the Project, including but not limited to cost savings, benefits to the Project, and risks to the Project.
 2. Design-BUILDER will provide the Owner with an estimate of the costs for all Self-Performed Construction Work on an open book and transparent basis. In calculating the costs for Self-Performed Construction Work, the following shall apply.
 - c. The estimate for costs for Self-Performed Construction Work may not include lump sum costs and must show all estimated labor, material, and equipment costs by unit.
 - d. The costs for Self-Performed Construction Work shall not include costs that are also included in the General Conditions Amount or any Lump Sum.
 - e. Notwithstanding the above, Design-BUILDER may include in the costs for Self-Performed Construction Work additional general conditions costs that are directly associated with the Self-Performed Construction Work that Design-BUILDER would not have incurred but for the Self-Performed Construction Work.

PART 2 PHASE 1 SCOPE OF SERVICES

2.01 SUMMARY OF WORK

- A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1.
- B. Design Builder shall conduct such site investigations, environmental assessments, review of regulatory and legal authority and restrictions, and all other actions and review and assess other information as reasonably necessary to verify and validate the Owner Provided Information.
- C. Design Builder shall review, analyze, and validate the concepts for the scope as shown in the Owner's Project Criteria, the Owner' Provided Information, the Owner's Budget and the Schedule. In addition, Design Builder shall work collaboratively with the Owner and the Stakeholders to examine whether new concepts will better maximize the Owner's Project Goals, and if approved by the Owner, further develop such new concepts and incorporate them into the Project.
- D. If requested by Owner, Design-BUILDER will study the suitability of sustainability objectives for the Project and provide Owner with options to incorporate sustainability measures into the Project.
- E. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to obtain input regarding the Project design and functionality, as well as other

- major elements of the Project Scope and to develop the Basis of Design Documents.
- F. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to progress the design to a sufficient state to develop the Guaranteed Maximum Price Proposal ("GMP Proposal"), including but not limited to the Basis of Design Documents, the Guaranteed Maximum Price, and the Schedule. The timing of the GMP Proposal and the percentage complete of the designs and specifications will be jointly determined by the Owner and the Design-Builder.
- G. Design Builder shall provide the Submittals as set forth in the Contract Documents. All Submittals shall be provided in a format acceptable to the Owner.

2.02 VALIDATION PERIOD.

- A. Owner Provided Information. Within the time period set forth in the schedule, Design Builder shall perform such assessments, reviews, and investigations of the Owner Provided Information, as determined by Design Builder to be reasonably necessary to validate the Owner Provided Information, the Commercial Terms, and the Owner's Project Criteria. Additional reviews, assessments and investigations of Owner Provided Information shall include, if reasonably necessary, the following:
1. Verification that any drawings or specifications provided by Owner, including but not limited to the As-Built drawings and other architectural and engineering drawings, plans and specifications are correct,
 2. Constructability review, including but not limited to proposed methods of construction, of the proposed structures in the Owner's Project Criteria,
 3. Verification of the architectural, engineering, and other assumptions and calculations in any Owner Provided Information,
 4. Examination and verification of actual site conditions as set forth below,
 5. Verification of any surveys,
 6. Review and assessment of all applicable Legal Requirements on the Project,
 7. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the Owner's Budget, the Schedule, and the Owner's Project Criteria.
- B. Site and Other Investigations. Design Builder shall perform site investigations as necessary for Design Builder to verify the Owner Provided Information and to validate the Commercial Terms and the Owner Project Criteria. If Design-Builder cannot complete the Site and Other Investigations within the Validation Period, Design-Builder will provide a schedule for the completion of such investigations with the Validation Period Report. Design Builder shall visit the Site and examine thoroughly and understand the nature and extent of the Work, site, locality, actual conditions, underground facilities, all physical conditions at or contiguous to the Site, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto. Such additional investigations shall be conducted to sufficiently identify or characterize utility locations, site conditions, contaminated materials, and observable or concealed conditions in the existing facilities, including but not limited to the following:
1. If applicable, develop requirements for survey by the Owner and submit them to the Owner at least two (2) weeks prior to the need for the survey results.
 2. Undertake surveys, investigations and analysis to provide necessary data and information for project design including sufficient information to evaluate design alternatives.
 3. Perform soils sampling, testing, and analysis to provide necessary data and information for Project design and provide a final Geotechnical Report. Test for

contamination during this process.

- C. All reports or analyses generated by Design Builder's testing, inspections, and investigations, including but not limited to geotechnical evaluations and hazardous materials studies, shall be provided to the Owner promptly, within seven (7) business days, after such reports are analyzed and generated.
- D. Design Builder shall be responsible for ensuring that its design documents and construction work accurately conforms to, and interfaces with, the existing conditions and shall not request a change or claim for unforeseen or concealed conditions except as provided under the provisions of the contract.
- E. At the time set forth in the Validation Period Schedule, the Design-Builder will provide to Owner a Validation Period Report with the deliverables set forth in Section 3.01.C.
- F. With the Validation Period Report, Design-Builder will be deemed to have reviewed and verified all Owner Provided Information and Commercial Terms for the Project unless expressly set forth in the Validation Period Report. Except as expressly agreed by the Parties, Design-Builder cannot rely on any Owner Provided Information or the Owner's Project Criteria for the purposes of performing the Work, unless specifically noted in writing by the Owner.

2.03 DEVELOPMENT OF BASIS OF DESIGN DOCUMENTS

- A. Design Builder shall manage the design and estimating process in a transparent collaborative, efficient, and coordinated manner and conduct design workshops as required by the Contract Documents. The Basis of Design Documents will establish the scope of the Work and provide the basis for the GMP. The Basis of Design Documents must be consistent with the Owner's Project Criteria as modified by the Initial Project Scope, unless the Owner has consented to modify its requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.
- B. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.
- C. The Owner will review and comment on the Design Submissions in a timely fashion.
- D. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.
- E. By submitting Design Submissions, Design Builder represents to the Owner that the Design Submissions may be designed and constructed for the then current Commercial Terms. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term; however, with any such Design Submissions, Design Builder must provide notice pursuant to Article 10 of the General Conditions.

2.04 DEVELOPMENT OF PROJECT COST AND GMP

- A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.
- B. Throughout the Project, Design Builder will update estimates and forecasts and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an Open Book and transparent basis. The project controls system used by the Design Builder shall be acceptable to the Owner and will be capable of being broken down and reported in a

number of different work breakdown structures, including but not limited to organizing the financial data by cost element codes, subcontracts, vendors, Construction Document packages, etc.

- C. The Design Builder will coordinate the development of the project cost and GMP with the development of the Basis of Design Documents as well as the Schedule so that the Owner may obtain an accurate GMP within the Target Budget and Schedule.

2.05 DEVELOPMENT OF PROJECT SCHEDULE

- A. The forecasting and development of the Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its campus.
- B. Design Builder shall provide the Owner with frequent updates to the Schedule in a format acceptable to the Owner.

PART 3 PHASE 1 SUBMITTALS

3.01 SUBMITTALS

- A. Submittals After issuance of the Notice to Proceed:
 - 1. Design Builder shall provide the following Submittals within 10 days after issuance of the Notice to Proceed, unless otherwise noted in the Notice to Proceed or applicable schedule.
 - a. Schedule Development Plan pursuant to Section 3.02.A
 - b. Phase 1 Schedule pursuant to Section 3.02.B.
 - c. BIM Protocol pursuant to 3.03.A.
 - d. Proposed Work Groups pursuant to Section 3.04.D.
 - e. Design Management Plan pursuant to Section 3.04.A
 - f. GMP Development Plan pursuant to Section 3.05.A
 - g. Proposed Cost Model Structure pursuant to Section 3.05.C.
 - h. Proposed Work Breakdown Structure pursuant to Section 3.05.D.
 - 2. Owner will review the Submittals. Upon the Owner's written approval, the Submittals will be finalized and incorporated into the Contract Documents by Contract Amendment.
- B. Periodic submittals During Phase 1: Design Builder shall provide the following submittals throughout Phase 1.
 - 1. On a monthly basis and with each Application for Payment:
 - a. Updates to the Phase 1 Schedule, and Project Schedule pursuant to Section 3.02.
 - b. Updated Schedule of Values pursuant to Section 3.05.
 - 2. Pursuant to the Design Submission Schedule established by the parties:
 - a. Updated Design Submissions pursuant to Section 3.04.
 - b. Updated project budget information pursuant to Section 3.05.
 - 3. Milestone Design Deliverables pursuant to Section 3.04.G.
- C. Submittals in the Validation Period Report:
 - 1. Design-Builder shall provide the following Submittals in the Validation Period Report, unless otherwise noted in the approved Phase 1 Schedule.
 - a. Phase 1 Not to Exceed Amount with Phase 1 Schedule of Values pursuant to Section 3.05.B
 - b. Phase 1 Schedule pursuant to Section 3.02.B
 - c. Phase 1 Scope of Work pursuant to Section 3.04.C

- d. Target Schedule pursuant to Section 3.02.C
 - e. Target Budget for Phase 2 and updated Cost Model pursuant to Section 3.05.E
 - f. Preliminary Schedule of Values for Phase 2 pursuant to Section 3.05.B.
 - g. Initial Project Scope pursuant to Section 3.04.B.
 - h. Design Submission Packages and Design Submission Schedule pursuant to Section 3.04.E.
 - i. Subcontract Plan pursuant to Section 3.06.A
 - j. Early GMP Plan pursuant to 3.08.A
 - k. Permitting Strategy Plan pursuant to 3.09.
 - l. Underutilized Business Participation and Inclusion Plan pursuant to 3.10.
 - m. Quality Manual pursuant to Section 3.11.A and Design Quality Management Plan pursuant to Section 3.11.B.
 - n. List of additional submittals (if any) required for the GMP Proposal
2. Owner will review the Validation Report. Upon the Owner's written approval, the Submittals in the Validation Report will be finalized and incorporated into the Contract Documents by Contract Amendment pursuant to Section 6.6.1.2.c of the Agreement.
- D. Early GMP Proposals: If the parties agree to the submission of Early GMPs, Early GMP Proposals shall be submitted based on the Phase 1 Schedule agreed by the Parties. The content of Early GMP Proposals will be determined pursuant to Section 6.6.1.5 of the Agreement.
- E. GMP Proposal: With the GMP Proposal, Design Builder shall provide include the following Submittals.
- 1. Schedule of Values depicting the Proposed GMP pursuant to Section 3.05.F.
 - 2. Basis of Design Documents pursuant to Section 3.04.F.
 - 3. Project Schedule pursuant to Section 3.02.D.
 - 4. Project Safety and Job Site Hazard Analysis pursuant to Section 3.07.B.
 - 5. Project Phasing/Staging Analysis pursuant to 3.08.B.
 - 6. Construction Quality Management Plan pursuant to 3.11.C.
 - 7. Contract Close-Out Plan pursuant to Section 3.12.
 - 8. Differing Site Conditions Report pursuant to Section 3.13.
 - 9. Any other Submittals determined by the Parties in the Validation Period Report.

3.02 SCHEDULES

- A. Schedule Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Schedule Development Plan for review and approval by Owner.
- 1. The Schedule Development Plan will show the following:
 - a. The Key Team Member and other personnel responsible for developing and updating the Project Schedule;
 - b. The process for collaboratively developing the Project Schedule, including all phases of the Schedule;
 - c. The process for developing and communicating updates to the Project Schedule;
 - d. The Design-Builder's plan for mitigating schedule delays and impacts;
 - e. The tools and systems that the Design-Builder will use to develop and update the Project Schedule;
 - 2. Upon approval by the Owner, the Schedule Development Plan will be incorporated into the Contract Documents via Contract Amendment.

- B. Phase 1 Schedule. As set forth in Section 3.01.C herein, Design Builder shall provide a Phase 1 Schedule for the Project.
 - 1. Phase 1 Schedule shall show the activities of the Owner and Design Builder necessary to meet Phase 1 requirements.
 - 2. Phase 1 Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
 - 3. If an update to Phase 1 Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner within five (5) business days.
- C. Target Schedule. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Schedule for the Project that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.
 - 1. The Proposed Target Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.
 - 2. The Proposed Target Schedule shall be updated periodically monthly with the level of detail for each schedule update reflecting the information then available.
 - a. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
 - b. Design Builder shall also provide updates during the development of the Basis of Design Documents.
 - 3. Design Builder shall meet with the Owner to review the Proposed Target Schedule and the parties shall collaboratively develop a final Target Schedule. In the event that the Owner has any comments relative to the Proposed Target Schedule or Target Schedule Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Preliminary Schedule, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or Target Budget to fit within the Owner's objectives.
 - 4. The Target Schedule will be used as a basis for scheduling the Project throughout Phase 1.
 - 5. If an update to the Target Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.
- D. With the GMP Proposal, Design Builder shall provide a Project Schedule that will incorporate the Target Schedule developed collaboratively during Phase 1 along with any updates to the schedule.
- E. All schedules will be developed using pull planning. After the schedules are developed, Design-Builder will deliver the schedule in the format of a Critical Path Method (CPM) Resource loaded schedule as set forth below.
- F. Critical Path Method (CPM) Resource loaded schedule
 - 1. The CPM Schedule will contain the following
 - a. All tasks are required to complete the scope of work for the project.
 - b. Durations for all tasks in the project schedule.
 - c. Logical ties and sequence of work for every task in the schedule.
 - 2. The Project Schedule shall be detailed and organized according to the approved WBS. The project schedule will include all activities and relationships identified in

- the Design-Builder's Scope of Work Narrative. Each major area of work within Design-Builder's scope shall be represented by activities in the schedule.
3. The detailed Project Schedule shall reflect, at a minimum, design, engineering, procurement, construction, fabrication, and delivery activities for each design package and each piece of procured equipment, key drawing release dates by discipline, and logic and interrelationships between activities so that a logical progression of the work is depicted. Project Milestones shall also be included in schedule.
 4. Design-Builder and subcontractors shall meet with the Owner to review and approve the detailed CPM baseline Project Schedule.
 5. Once the detailed Project Schedule has been approved by the Owner, Design-Builder will establish a baseline schedule. Thereafter Design-Builder shall advise the Owner of any proposed Critical Path Schedule changes and promptly provide the Owner with any revisions thereto and recovery plans as required to meet the contractual dates.
 6. **Schedule Validity and Content**
 - a. Prepare schedules in Design-Builder's standard software, as approved by Owner.
 - b. Contain Work Breakdown Structure coding matching deliverables and work packages.
 - c. Schedules will reflect all deliverables and tasks mention in the Scope of Work narrative.
 - d. Schedules shall be coded for grouping by engineering, procurement, construction, and commissioning.
 - e. Design, engineering, procurement and construction activities shall be included, such that Project staffing requirements can be determined or verified with schedule. The original resource-loaded construction schedule shall form basis for progress reporting, and payment.
 - f. Schedules shall be provided in PDF format on a monthly basis unless otherwise agreed by the parties.
 - g. Complete sequence of design, engineering, procurement and construction by activity.
 - h. Schedules will be reported and calculated using retained logic. No progress override.
 - i. An unlocked and searchable PDF of monthly schedule with the following
 - (1) Columns showing (Activity ID, Activity Description, Original Duration, Remaining Duration, Activity Percent Complete, Start, Finish, Total Float, Baseline Start, Baseline Finish, and Baseline Finish Variance)
 - (2) Gantt chart illustrating schedule activities start and finish dates, baseline planned progress, actual earned progress, and critical tasks.
 - j. No open ends with the exception of one predecessor open end for starting the project and one successor open end for completing the project.
 - k. No out-of-sequence logic.
 - l. Critical path for Design-Builder's schedule activities.

3.03 BIM MODEL AND EXECUTION PLAN

If the parties agree to utilize Building Information Modeling, Design-Builder will provide the

following:

A. BIM Protocol

1. Design Builder shall develop and submit an appropriate technology protocol for BIM and digital information modeling. The protocol shall define the ownership, access and responsibility with respect to project information, in particular with respect to shared BIM. On a more detailed level the protocol shall develop standards for data interfaces, layering and other criteria to be developed during the validation Phase.
2. Design Builder shall provide the BIM Protocol by the date set forth in Section 3.01.A.

B. The BIM Protocol will provide for BIM Reviews where Design Builder will present the BIM model for review. BIM Reviews will occur at the frequency agreed by the parties during the design period and as necessary during Construction. The BIM review will generally consist of a walkthrough of the 3D model showing all systems both individually and integrated, and an identification of any clashes among disciplines. Design Builder will be responsible for administering this process and resolving any clashes in a timely fashion.

C. Design Builder shall meet with the Owner to review the proposed BIM Model.

1. Design Builder shall highlight any material differences between the proposed BIM Model and the Owner's Project Criteria.
2. In the event that the Owner has any comments relative to the proposed BIM Model or finds any inconsistencies from the Owner's Project Criteria or inaccuracies in the proposed BIM Model, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed BIM Model.
3. The parties will work collaboratively to make adjustments in the proposed BIM Model, or any Commercial Term to fit within the Owner's objectives.

D. The intended use of BIM for the Project shall accomplish the following objectives:

1. For illustrations and presentation to the Owner and Stakeholders of the intended design
2. For coordination between disciplines and trades (clash detection) during design and construction
3. As a data reach legacy document for Facility Management and Maintenance.

E. Use of BIM for Design and Construction:

1. If requested by Owner, BIM shall be an integral part of project delivery and shall enable all stakeholders to see the project clearly as it develops. BIM shall support the use of SD models to iron out sequencing and cost issues where appropriate during construction and allow pull-driven fabrication and just-in-time delivery of information, materials, parts, assemblies and required equipment and resources. Design Builder shall appoint a Modeling Coordinator who will coordinate the use and protocol of BIM with the Owner.

F. Use of BIM for Facility Management and Maintenance:

1. If requested by the Owner, Design Builder and Owner shall establish the initial requirements for the use of the model for Facility Management Monitoring and Maintenance, and additionally, Design Builder shall investigate and perform assessment of software programs to meet these requirements. During the preparation of Construction Documents, Design Builder shall meet with the Owner's operations and maintenance staff and discuss specific requirements that shall be built into the BIM model. It is the intent that any implementation of additions to the BIM design model for Building Monitoring Management and

Maintenance will be included as part of future task authorizations.

3.04 DESIGN, SCOPE, AND SPECIFICATIONS

- A. Design Management Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a Design Management Plan for review and approval by Owner.
 - 1. The Design Management Plan will show the following:
 - a. Organizational structure of the Design Team, including identification of Key Team Members and how the Design Team will integrate with Owner;
 - b. A comprehensive description of the process by which the Design-Builder will develop a design collaboratively with the Owner and the Owner's Advisor. In addition to an explanation of the process, include the following information:
 - (1) Describe the process of conducting a robust Validation Period process that will significantly reduce the risks on the Project and incorporate relevant information as soon as practicable into the completion of the design;
 - (2) Describe the process of identifying and evaluating design alternatives and selecting the preferred alternative that considers stakeholder input, budget, early work packages, material procurement, etc. and provides balanced design solutions to meet the Project needs within the Owner's budget;
 - (3) Describe the process of designing to take advantage of efficient techniques, including but not limited to pre-fabrication, modularization, and other efficient construction means and method;
 - (4) Describe the process to incorporate constructability into the design;
 - (5) Describe the process for scheduling Submittals so that the Owner can review them in a logical and efficient manner;
 - (6) Describe the process for managing comments from Owner, stakeholders, and permitting authorities.
 - 2. Upon approval by the Owner, the Design Management Plan will be incorporated into the Contract Documents via Contract Amendment
- B. Initial Project Scope. During the Validation Period for the Project, the Design-Builder shall review the Project Scope and evaluate the feasibility of including the Owner's Project Criteria within the Owner's Budget and Schedule.
 - 1. Design-Builder shall develop a Proposed Initial Project Scope that represents the Design-Builder's best estimate of a reasonably feasible scope of work that can be accomplished for the Proposed Target Budget and Proposed Target Schedule.
 - 2. The Design-Builder shall submit its Proposed Initial Project Scope to Owner with the Validation Period Report, and the parties shall collaboratively develop the final Initial Project Scope that will be used as a basis for designing the Project throughout Phase 1.
 - 3. Should the Design Builder believe the Owner's Project Criteria is not feasible within the Owner's Budget and schedule, the Design Builder will provide options, recommendations and/or alternative technical concepts for the Owner to consider. The parties may decide to determine whether to designate certain parts of the Work as Deferred Scope. Deferred Scope is work that the parties determine is not in the Initial Project Scope; however, the parties will continue to develop the work with the goal of adding the Deferred Scope back into the Project at a later time within the applicable Target Budget or GMP.

- C. Phase 1 Scope of Work. With the Validation Period Report, Design-Builder shall submit a Phase 1 Scope of Work for Owner's review and approval. The Phase 1 Scope of Work will provide detail on the Work Design-Builder will perform during the remainder of Phase 1, including but not limited to the following:
1. Design hours by Design Submission Package
 2. General Conditions Costs
 3. If applicable, additional site and other investigations that could not be performed during the Validation Period and the schedule for performance thereof
 4. Other Costs of the Work, described in detail.
- D. Work Groups. The parties will establish Work Groups that correspond with the Cost Model and the Design Submission Packages. The purpose of the Work Group is to develop Design Submissions within the applicable Design Submission Package that are consistent with the Target Budget, Target Schedule, and Initial Project Scope. Not every scope may benefit from a Work Group. The Design-Builder is anticipated to propose the most efficient approach to developing design and cost within the Target Budget.
1. By the date set forth in Section 3.01.A. of this Exhibit, the Design-Builder will provide the Owner with a list of proposed Work Groups. The parties will then collaboratively establish the final Work Groups.
 2. Each Work Group will contain representatives from both the Owner and the Design-Builder.
 3. The Work Groups will provide updated reports pursuant to this Exhibit C to the Owner's and the Design-Builder's Representatives.
 4. Work Groups will make decisions consistent with the Project Goals and the Commercial Terms. If a Work Group cannot make a decision by consensus, then the Work Group shall refer the decision to the Owner's Representative and the Design-Builder's Representative.
 5. Work Groups will collaboratively develop the Work Group Estimate using Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submission to the Owner. The Design-Builder will use the Work Group Estimates to develop the GMP.
 6. Additionally, the Work Groups will be expected to look for opportunities for removed scope, additional scope, higher quality of materials or equipment, alternates, or similar to create additional value to the Project. If applicable, reviewing scope that may have been removed when establishing the Project Program and Scope is expected to be given first consideration.
- E. Design Submissions. As Design Builder develops the Basis of Design Documents, Design Builder shall collaborate with the Owner to submit and review the Design Submissions and specifications that will be incorporated into the Basis of Design Documents. The Design Submissions will be submitted pursuant to the Design Submission Schedule.
1. Design Builder shall segregate the Project into separate Design Submission Packages that represent a scope of work that should be logically assigned to a Work Group for development ("Design Submission Packages") for review and approval by the Owner pursuant to Section 3.01.C. of this Exhibit. The parties will then collaboratively develop the final Design Submission Packages for the Project. The Design Submission Packages will correspond with Work Groups established by the Design-Builder and the Owner to develop the Basis of Design Documents.
 2. Each Work Group will submit a schedule of Design Submissions pursuant to Section 3.01.C. of this Exhibit for the applicable Design Submission Packages ("Design Submission Schedule") for review and approval by the Owner. The Design Submission Schedule will be developed such that the review of each Design Submission is of reasonable scope for prompt, efficient, and thorough review by the Owner.

3. Design Builder shall highlight any material differences between the Design Submissions as they are being developed and the Owner's Project Criteria and Initial Project Scope, as applicable.
 4. In the event that the Owner has any comments relative to the Design Submissions or finds any inconsistencies from the Owner's Project Criteria and Initial Project Scope, as applicable, or inaccuracies in the Design Submissions, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Basis of Design Documents.
 5. The parties will work collaboratively to make adjustments in the Design Submissions and in the proposed Basis of Design Documents to fit within the Owner's Project Goals.
- A. Basis of Design Documents. The Owner and Design Builder shall work collaboratively to develop the Basis of Design Documents provided as part of the GMP Proposal for the Project. The Basis of Design Documents submitted with the GMP Proposal shall include at a minimum the following documents:
6. The Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each element of the Project set forth in the Owner's Project Criteria.
 7. The Specifications.
 8. Performance Requirements, which shall set forth the specific requirements for the project and identification of each major system, including but not limited to the following:
 - a. Mechanical, electrical and plumbing systems
 - b. Structural capacities and requirements
 - c. Warranty obligations
 - d. Operations and maintenance requirements
 9. Designs developed during Phase 1.
 10. Legal Requirements on which the GMP Proposal is based.
 11. If applicable, Sustainability Requirements and Plan which shall document the Project sustainability goals and include the following:
 - a. Outline Subcontractor requirements for Sustainability in the subcontract bid documents;
 - b. Include a process to
 - (1) monitor the submittal process to ensure compliance with Sustainability goals;
 - (2) train Subcontractors in Sustainability requirements;
 - (3) review design changes during construction for Sustainability impacts and inform Owner of impacts;
 - (4) ensure installed products are compliant with the Sustainability requirements; and
 - (5) assemble and maintain records to document Sustainability goals compliance.
 12. A list of the assumptions and clarifications on which the GMP and Project Schedule are based.
- F. Milestone Deliverables
1. The parties will agree on any Milestone Design Submission deliverables in the Design Submission plan.
 2. The Milestone Deliverables shall include major building elements and components, such as curtain walls, and finishes and shall include, but not be limited to the following.

- a. Concept, Character, and Principals
 - b. Landscape Plan
 - c. Site Plan and Access;
 - d. Massing Plan
 - e. Exterior Elevations
 - f. Floor Plate Stacking
 - g. Building Sections
 - h. Building Entries and Circulation
 - i. Solar Orientation
 - j. Floor Plans
 - k. Proposed Materials and Color Palette
 - l. Narrative
3. Design-Builder must have written approval from the Owner to proceed with the project after submission of each of the Milestone Design Deliverables set forth above.

3.05 COST AND GMP

- A. GMP Development Plan. By the date set forth in Section 3.01.A herein, Design-Builder shall provide a final GMP Development Plan for review and approval by Owner.
 1. The GMP Development Plan will include the following:
 - a. Describe the Design-Builder's strategies for exceeding the Project Goals.
 - b. Describe the process by which the Design-Builder will collaborate with Owner to establish the final GMP, including communication strategies and tools
 - c. Describe the Design-Builder's processes and tools for monitoring, reporting and managing cost, including but not limited to:
 - (1) Design to budget control and reporting processes, including the project controls software that the Design-Builder will use to provide transparency and to monitor and communicate the project costs to the Owner, including self-performed and subcontracted work;
 - (2) Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating, project, design, construction and operations management teams to execute these processes;
 - (3) Incorporating input from design-build or other sub-contractors;
 - (4) How the Design-Builder will quantify the cost of risk and how risk is factored into the cost and schedule baseline, the project costs, and schedule performance;
 - (5) Describe the Design-Builder's processes to avoiding surprises in unexpected costs and increases in project estimates. Specifically address the Design-Builder's approach to escalation, supply chain management, and resource scarcity;
 - (6) Describe the specific tools that will be used for the financial management of the Project including a description of the tool and how the tool will provide value to the Project.
 2. Upon approval by the Owner, the GMP Development Plan will be incorporated into the Contract Documents via Contract Amendment.

- B. Schedule of Values
1. Schedule of Values. At the times set forth herein, Design-Builder will submit Schedules of Values for the Project in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.
 2. With the submission of Design Submission Packages, Design Builder shall provide updated estimates of costs associated with the Design Submission in a format acceptable to the Owner that will be incorporated into the development of the GMP.
 3. The updated estimates shall be provided on a monthly basis and shall be updated with new information as Design Builder develops and finalizes the GMP.
 4. Schedule of Values.
 - a. With the Validation Period Report, Design-Builder shall provide a proposed Schedule of Values for Phases 1 and 2 for Owner's review and acceptance.
 - b. With the GMP Proposal, Design-Builder will provide a Schedule of Values for Phase 2.
 5. On a monthly basis, Design Builder shall provide an updated Schedule of Values for the Work with actual start and/or finish dates and percentages complete. Updates shall compare the planned progress from baseline schedule with actual progress from the current schedule. The Schedule of Values shall be in conformance with the requirements below and in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may reasonably require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.
 6. Schedule of Values Requirements
 - a. Submit to Owner schedule of values allocated to various portions of Work.
 - b. Submit to Owner an updated progressed CPM Schedule will substantiate the % complete of each task.
 - c. Schedule of values shall be used as basis for Design-Builder's Applications for Payment, as well as a basis for identifying savings and overruns at the end of the project.
 7. Sum of all values listed in schedule shall equal total GMP Contract Price.
 8. Each item shall include directly proportional amount of Design-Builder's fee, as applicable.
 9. Schedule of Values Form and Content
 - a. Schedule of Values will match a format acceptable to Owner.
 - b. Title of Project and location.
 - c. Project number.
 - d. Name and Address of Design-Builder.
 - e. Date of submission.
 - f. Schedule of Values columns will contain at a minimum the following information
 - (1) Line Item # - Corresponding back to the WBS and CPM Schedule
 - (2) Line Item Description
 - (3) Budgetary Cost
 - (4) Current Period % Complete
 - (5) Current Period Cost
 - (6) JTD % Complete

(7) JTD Cost

(8) Variance Column Representing Budgetary Cost Minus JTD Cost

- C. Cost Model. Within the time frame set forth in Section 3.01.A, Design Builder shall provide a Proposed Cost Model Structure, for the Owner's review and acceptance.
1. The Cost Model shall, at a minimum, provide the following information:
 - a. List for all Design and Construction Packages, organized by CSI;
 - b. Estimated base bid amounts for all Construction Packages;
 - c. Construction Package Allowances.
 2. Design Builder shall utilize a project controls management system (PCMS) that will be reviewed for acceptance to the Owner.
 3. Estimates and forecasts within the Cost Model will need to have the capability to be broken down and reported on in many different formats. These formats may include organizing the estimate by different projects, project funding types, Owner cost element codes, contracts, vendors, Construction Package Sets, Construction Packages, etc. Design-Build shall collaborate with the Owner to determine the appropriate Work Breakdown Structure that will be used for the development of the Cost Model and all Project cost estimates.
 4. In developing its Construction Packages, Design-Build shall coordinate with the Owner to determine a packaging strategy deemed advantageous to all parties. The agreed-upon packaging strategy will be incorporated into the Cost Model and Project schedule.
 5. On a monthly basis, Design-Build shall update estimates and forecasts as data becomes available to reflect real time information. The Owner will rely on this real-time information for accuracy of overall Owner cost forecasts across all Owner projects.
- D. Work Breakdown Structure (WBS)
1. The Work Breakdown Structure (WBS) is a task-oriented division of work necessary to engineer, procure, and construct the Project. It categorizes successively smaller tasks, in order to achieve scope, schedule, and budget control at the most practical level. The WBS should correspond with the Cost Model.
 2. Within the time frame set forth in Section 3.01.A, Design-Build will propose a WBS structure. Design-Build will work with the Owner to develop a mutual compatible WBS system to satisfy the intent of the project. The WBS structure will represent the Design-Build's entire scope for the project, broken down into manageable Submittals or work packages. This Hierarchy will be used to organize the project's scope narrative, the project's schedule, and the project's budgeted Schedule of Values (SOV). This will not be presented as a list of Submittals but as breakdown of work packages and their Submittals. The parties will agree on a form of WBS for use in the Project.
- E. Target Budget. Pursuant to Section 3.01.C, Design Builder shall submit a Proposed Target Budget for the Project that reflects Design Builder's best estimate of an achievable GMP for the Initial Project Scope.
1. The Proposed Target Budget shall include a Schedule of Values and Cost Model.
 2. The Proposed Target Budget shall be updated periodically monthly with the level of detail for each update reflecting the information then available.
 - a. During Phase 1, Design Builder will establish the timing for Target Budget Updates with acceptance from the Owner.
 - b. Design Builder shall also provide updates during the development of the Basis of Design Documents.

3. Design Builder shall meet with the Owner to review the Proposed Target Budget and the parties shall collaboratively develop a final Target Budget. In the event that the Owner has any comments relative to the Proposed Target Budget or Target Budget Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Target Budget. The parties will work collaboratively to make adjustments in the Basis of Design Document, the Project Schedule, or GMP to fit within the Owner's objectives.
 4. The Target Budget will be used as a basis for estimating and developing the GMP throughout Phase 1.
 5. If an update to the Target Budget indicates that the Target Budget will be exceeded, Design Builder shall submit a corrective action plan to the Owner.
 6. The Target Budget will be segregated into separate budgets for each Work Group (the "Work Group Budget"). Each Work Group Budget will form the basis of the Target Value Design process for the applicable Work Group to develop the estimated costs for the Work Group (the "Work Group Estimate").
 4. Work Groups will collaboratively develop the Work Group Estimate using Target Value Design and a continuous estimating process that provides real time estimates of the costs of the Design Submissions to the Owner. The Design-Builders will use the Work Group Estimates to develop the GMP.
- F. Establishment of the GMP.
1. With each GMP Proposal, Design Builder shall prepare and submit a Schedule of Values that depicts the proposed GMP to the Owner, in a format acceptable to the Owner, reflecting Design Builder's total cost for the Project on an open book basis. The Schedule of Values shall include:
 - a. The Design-Builder's Fee Percentage pursuant to Section 6.2 of the Agreement;
 - b. The Cost of the Work pursuant to Section 6.3 of the Agreement;
 - c. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis pursuant to Section 6.4.1 of the Agreement;
 - d. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement;
 - e. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement;
 - f. The Cost of the Work Contingency pursuant to Section 6.4.4.1.a of the Agreement;
 - g. The Design-Builder's Contingency pursuant to Section 6.4.4.1.b of the Agreement;
 - h. The Lump Sum General Conditions Cost pursuant to Section 6.4.5 of the Agreement;
 - i. If applicable, a schedule of Unit Prices and Hourly Rates pursuant to Section 6.4.6 of the Agreement
 2. In support of the proposed GMP, Design Builder shall provide:
 - a. A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the Basis of Design Documents.
 - b. All material changes from the Owner's Project Criteria and Design Builder's Proposal and the costs associated with such changes.
- G. Design Builder shall meet with the Owner to review the proposed GMP. In the event that the Owner has any comments relative to the proposed GMP or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such

comments or findings to Design Builder, who shall make appropriate adjustments to the proposed GMP, its basis, or both. The parties will work collaboratively to make adjustments in the Basis of Design Documents, Project Schedule, or GMP to meet the Owner's objectives.

3.06 SUBCONTRACT PLAN

- A. By the date set forth in Section 3.01.C herein for the Project, Design Builder shall submit for approval the Subcontract Plan that will include the following:
 - 1. Identification of the Work anticipated to be subcontracted, including the scope of the subcontracted Work ("Subcontract Package");
 - 2. A comprehensive explanation regarding the process for identifying, prequalifying, and negotiating with qualified Subcontractors;
 - 3. The form Subcontracts that Design-Builder anticipates using, all of which must be in compliance with Section 2.8 of the General Conditions;
 - 4. A Subcontractor Procurement Process that either follows the process set forth in 1.03 C herein or provides an explanation as to the suggested deviation from that process;
 - 5. The anticipated Self-Performed Construction Work, including the information set forth in Section 1.03 D herein; and
 - 6. An explanation regarding how Design-Builder will incorporate Subcontractor input into the design.

3.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS

- A. By the date set forth in Section 3.01.C herein, Design Builder shall submit a Project Safety and Job Site Hazard Analysis for the activities associated with Phase 1.
- B. With GMP Proposal, Design Builder shall submit a Project Safety Plan with Job Site Hazard Analyses addressing all phases of the project after Phase 1.
- C. No field investigation or construction activities will be authorized without acceptance of safety plans as required for the Work.

3.08 PROJECT PHASING /STAGING

- A. Early GMP Plan. With the Validation Period Report, Design-Builder will provide its Early GMP Plan that will include the Design-Builder's proposed plan to complete portions of the Work prior to completion of the entire Project that would be subject to an Early GMP pursuant to Section 6.6.1.5 of the Agreement.
 - 1. The Early GMP Plan will include the following elements for each Early GMP Scope:
 - a. A detailed description of the Early GMP Scope, including but not limited to the portion of the WBS and/or Basis of Design Documents that are applicable to the Early GMP Scope;
 - b. The Early GMP Schedule; and
 - c. The deliverables required for the Early GMP Proposal.
 - 2. If approved after negotiation with the Owner, the Early GMP Plan will be incorporated into the Contract Documents via Contract Amendment.
- B. With the GMP Proposal, Design Builder shall provide a Project Phasing/Staging Analysis for all Demolition and Construction Packages that includes detailed plans for the phasing of the elements, including but not limited to all modifications and all other construction activities including the staging of construction materials and facilities.

3.09 PERMITTING STRATEGY PLAN:

- A. With the Validation Report, Design Builder shall provide a Permitting Strategy Plan detailing the process for obtaining the building and site development permits for

various phases of the Project. During Phase 1, Design Builder must meet with the applicable building officials and develop processes and time lines for plan check approvals.

- B. The Permitting Strategy Plan must include the following:
1. A plan for conducting an efficient permitting process that minimizes re-design and obtains the required permits within the Project Schedule;
 2. A list of permits required for the Project;
 3. For each permit, the process and plan for obtaining the permit, including coordination of communications with permitting agency staff;
 4. For each permit, a check list for each task required to obtain the permit; and
 5. For each permit, a schedule for obtaining the Permit.

3.10 UNDERUTILIZED BUSINESS PARTICIPATION AND INCLUSION PLAN

1. Clackamas Community College is committed to its core values of Learning, Equity, Student Success, Community and Belonging. Firms are expected to demonstrably embody these values in practice. This includes promoting continuous learning and professional development within your team and among subcontractors, utilizing inclusive practices on job sites, especially when working with diverse stakeholders, fostering student success, and supporting community.

3.11 QA/QC PLANS

- A. Quality Manual
1. The Design-Builder shall provide a comprehensive Quality Manual that describes the Quality Management System for all aspects of the Work. The Quality Manual shall establish the Quality Policy and Quality Objectives for all aspects of the Work conforming to the requirements of contract requirements.
 2. The Quality Manual shall describe the members of the Design-Build Team, including Subcontractors and Key Team Members involved in performing the Work and how key management activities (such as the Design-Builder's controls, design management and construction activities) shall interface with each other.
- B. Design Quality Management Plan.
1. The Design-Builder shall implement and conform to a comprehensive Design Quality Management Plan that describes how it intends to manage the design processes for the Project. The DQMP is to apply throughout the Work.
 2. The DQMP shall contain an organizational chart identifying Key Team Members and other key personnel responsible for design management and their relationship with the Quality Manager for the Design-Builder's overall Quality Management System as documented in the Design-Builder's Quality Manual. It shall also contain a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for design management and other engineering and construction management disciplines. The DQMP shall address all phases and aspects of the Work including design and construction.
- C. Construction Quality Management Plan.
1. The Design-Builder shall provide a comprehensive Construction Quality Management Plan that describes how it intends to manage the construction activities, its Quality Manual and the provisions of the Agreement. The CQMP is to apply throughout the Project.
 2. The CQMP shall contain an organizational chart identifying Key Team Members and other key personnel responsible for construction management and their relationship with the Quality Manager for the Design-Builder's overall Quality Management System as documented in the Design-Builder's Quality Manual. It

shall also contain a description of the responsibilities, qualifications, and authority of the above personnel and the organizational interfaces between those responsible for construction management and other disciplines such as design management and environmental management. The CQMP shall address all phases and aspects of the Works, including design and construction.

3.12 CONTRACT CLOSEOUT PLAN

- A. With the GMP Proposal, Design Builder shall provide a Contract Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Contract Closeout Plan will be a comprehensive outline of the process to verify that the requirements of the Work are satisfactorily completed and to manage the commissioning and closeout of the Project. The Contract Closeout Plan is a living document that will grow and expand as the design and construction progress. The Contract Closeout Plan should include, but not be limited to mechanisms and procedures for:
1. A list of all closeout provisions included in subcontract procurement documents;
 2. A list of specific requirements for achieving Substantial and Final Completion;
 3. An outline of proposed phased completions and early subcontract closeouts;
 4. The system by which Design-Builder will determine and achieve commissioning and testing requirements;
 5. A list of all Warranties and Warranty requirements;
 6. A list of all requirements by any Utilities for acceptance and completion;
 7. A check list of all training required at the conclusion of the Project;
 8. A check list of all O&M Documentation that will be provided at the conclusion of the Project;
 9. A process for developing and transferring Record Documents;
 10. A process for managing audits and cost reconciliations of the Cost of the Work and all other costs submitted by Design-Builder;
 11. Coordination with the Permitting Strategy Plan;
 12. A plan for finalizing all requirements and documentation required for completion of the Project.

3.13 DIFFERING SITE CONDITIONS REPORT

- A. With the GMP Proposal, Design Builder shall provide a report of all Differing Site Conditions as defined in Section 4.2 of the General Conditions of the Contract that are discovered during Phase 1.
- B. The Differing Site Conditions Report shall include the following information for each of the identified Differing Site Conditions identified in the Report.
1. The location of the Differing Site Condition;
 2. A description of the Differing Site Condition that explains why it qualifies as a Differing Site Condition pursuant to Section 4.2 of the General Conditions;
 3. The date the Differing Site Condition was discovered;
 4. The impact of the Differing Site Condition on the Owner's Project Criteria, the Basis of Design Documents, and/or any Commercial Term, as applicable.

PART 4 PHASE 2 SCOPE OF SERVICES

Unless the parties agree otherwise in writing, this Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 2 of the Project.

4.01 PHASE 2 SCOPE

- A. Design Builder shall complete the design and construction services as set forth in the GMP Amendment and any Early GMP Amendments for the Project.
- B. Design Builder shall provide the Submittals set forth in this Attachment during the course of Phase 2 for the Project. Submittals shall be provided in a format acceptable to the Owner.

4.02 COMPLETION OF DESIGN

- A. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.
- B. The Owner will review and comment on the Construction Documents for the Project and other Design Submissions in a timely fashion.
- C. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.

4.03 SCHEDULE OF VALUES AND COST MODEL

- A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.
- B. On a monthly basis, Design Builder will continue to update estimates and forecasts in the format required above and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an Open Book and transparent basis.
- C. The Schedule of Values and Cost Model must be consistent with the GMP Amendment and any Early GMP Amendment and the format required above, unless the parties have agreed on a Change pursuant to Article 10 of the General Conditions.

4.04 SCHEDULE

- A. The forecasting and development of the Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its property.
- B. Design Builder shall provide the Owner with frequent updates to the Project Schedule on a monthly basis in the format required above for a scheduled completion within the GMP established in the GMP Amendment and any Early GMP Amendment.

4.05 CONSTRUCTION SERVICES

- A. Design-Build shall provide Construction Services and complete the construction of the Project pursuant to the Contract Documents.

4.06 COMMISSIONING, TESTING AND CLOSEOUT

- A. Design Builder shall provide commissioning, testing, and closeout of the Project pursuant to the Contract Documents and the Closeout Plan.

4.07 PHASE 2 SUBMITTALS

- A. PERIODIC SUBMITTALS
 - 1. On a monthly basis and with each Application for Payment:
 - a. Updates to the Schedule pursuant to Section 3.02.
 - b. Updated Schedule of Values pursuant to Section 3.05.
 - 2. Pursuant to the Design Submission Schedule established by the parties:
 - a. Updated Design Submissions pursuant to Section 3.04.
 - b. Updated project budget information pursuant to Section 3.05.
- B. MILESTONE SUBMITTALS. Design Builder shall provide the following Milestone Design Submissions pursuant to the Project Schedule:
 - 1. 100% Construction Documents for the Project for review and approval by the Owner.
 - 2. Design Builder shall not proceed with the project after submission of the 100% Construction Documents until it receives the Owner's written approval.
- C. Design Builder shall provide such other Submittals as set forth in the Contract Documents to successfully complete the Project.

**EXHIBIT D
VALIDATION PERIOD LEVEL OF EFFORT
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT**

TO BE PROVIDED BY THE DESIGN-BUILDER

EXHIBIT E
HOURLY RATES, UNIT PRICES AND ALLOWANCE ITEMS
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

TO BE PROVIDED BY DESIGN-BUILDER

EXHIBIT F
AMENDMENT FORMS
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

VALIDATION AMENDMENT FORM

Unless the parties agree in writing otherwise, the Validation Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this Validation Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Validation Amendment conflict with the Agreement, the terms in this Validation Amendment shall govern.
2. The Design-Builder has submitted to Owner the Validation Report pursuant to Section 2.02.F of Exhibit C.
3. The parties have collaboratively developed the terms of this Amendment pursuant to Section 6.6.1 of the Agreement.
4. The Parties agree to enter into this Validation Amendment to continue Phase 1 of the Project pursuant to Section 6.6.1.2.b of the Agreement.
5. The parties hereby establish the following Commercial Terms:

Phase 1 Not to Exceed Amount	\$
Phase 1 Completion Date	
Validated GMP	\$

6. Other Commercial Terms are set forth in the following Exhibits to this Amendment, which are incorporated as if fully set forth herein:

- A. Phase 1 Not to Exceed Amount with Phase 1 Schedule of Values
- B. Phase 1 Schedule
- C. Phase 1 Scope of Work
- D. Target Schedule
- E. Target Budget for Phase 2 and updated Cost Model
- F. Preliminary Schedule of Values for Phase 2
- G. Initial Project Scope
- H. Design Submission Packages and Design Submission Schedule
- I. Subcontract Plan
- J. Early GMP Plan
- K. Permitting Strategy Plan
- L. Underutilized Business Participation and Inclusion Plan
- M. Quality Management Plan pursuant to Section 3.11.A and Design Quality Management Plan
- N. List of additional submittals (if any) required for the GMP Proposal

7. In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

**EXHIBIT F
AMENDMENT FORMS**

Page 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CLACKAMAS COMMUNITY COLLEGE

DESIGN-BUILDER

By _____

Name of Design-Builder

Its _____

By _____

Its _____

Date: _____

Date: _____

DESIGN-BUILDER'S ADDRESS AND
PHONE:

**EXHIBIT F
AMENDMENT FORMS
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT**

GMP AMENDMENT FORM

Unless the parties agree in writing otherwise, the GMP Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this GMP Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this GMP Amendment conflict with the Agreement, the terms in this GMP Amendment shall govern.
2. The Design-Builder has submitted to Owner the GMP Proposal pursuant to Section 6.6.1.4 and Exhibit C of the Agreement.
3. The Owner has reviewed the GMP Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.4 of the Agreement, and the Owner has accepted the GMP Proposal as reconciled. The conformed, reconciled GMP Proposal is attached to this GMP Amendment at Exhibit A and is incorporated as if fully set forth herein.
4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to Section 6.6.1.7 of the Agreement.
5. Consistent with the GMP Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	\$
Cost of the Work	\$
Design-Builder's Lump Sum Fee	\$
Lump Sum General Conditions Costs	\$
Cost of the Work Contingency (Section 6.4.4.1.a)	\$
Design-Builder's Contingency (Section 6.4.4.1.b)	\$
Substantial Completion Date	
Final Completion Date	

6. Other Commercial Terms are set forth pursuant to the following Exhibits:
 - B. Allowances as set forth in Section 6.4.1 of the Agreement are set forth and described in Exhibit B to the GMP Amendment.
 - C. Not to Exceed Sums as set forth in Section 6.4.2 of the Agreement are set forth and described in Exhibit C to the GMP Amendment.
 - D. Lump Sums as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum Fee set forth above) are set forth and described in Exhibit D to the GMP Amendment.
 - E. Contingencies as set forth in Section 6.4.4 of the Agreement are set forth above and described in Exhibit E to the GMP Amendment.
 - F. Design-Builder's Lump Sum General Conditions Costs as set forth in Section 6.4.5 of the Agreement are set forth above and described in Exhibit F to the GMP Amendment.
 - G. Unit Prices and Hourly Rates as set forth in Section 6.5.6 of the Agreement are described in Exhibit G to the GMP Amendment.
 - D. Liquidated Damages as provided in Section 5.4 – 5.6 of the Agreement are \$_____ per calendar day.

EXHIBIT F
AMENDMENT FORMS

Page 4

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to Oregon Law. If the contracted amount for public works construction is modified, Design-Builder shall modify the performance and payment bond amount to the current contracted amount for public works construction.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

CLACKAMAS COMMUNITY COLLEGE

DESIGN-BUILDER

By _____

Name of Design-Builder

Its _____

By _____

Its _____

Date: _____

Date: _____

DESIGN-BUILDER'S ADDRESS AND
PHONE:

EXHIBIT G
CHANGE ORDER FORMS
CLACKAMAS COMMUNITY COLLEGE
MCLOUGHLIN / DYE / PLAZA PROJECT

Phase 1 Contract Change Order Form

Clackamas Community College	Design-Builder
-----------------------------	----------------

Project Name: McLoughlin/Dye/Plaza Project

Change Order#: _____

COR#	Description of Change	Change in Contract Time	Change in Phase 1 NTE

Original Phase 1 Not to Exceed Amount	\$
Net change by previous authorized Change Orders	\$
Total net <i>[check one]</i> ☐ Increase / ☐ Decrease in the Phase 1 NTE by this Change Order	\$
New Phase 1 NTE including this Change Order	\$

The new Contract Time including this Change Order is:

New Phase 1 Completion Date	
New Interim Milestone Dates:	

The changes in the Phase 1 Not to Exceed Amount and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Clackamas Community College By: _____ Signature _____ Printed Name Title: _____ Date: _____	Design-Builder By: _____ Signature _____ Printed Name Title: _____ Date: _____
---	--

EXHIBIT G
CHANGE ORDER FORMS
Page 2

Phase 2 Contract Change Order

Clackamas Community College	Design-Builder
-----------------------------	----------------

Project Name: McLoughlin/Dye/Plaza Project

Change Order#: _____

COR#	Description of Change	Change in Contract Time	Change in GMP

Original Guaranteed Maximum Price	\$
Net change by previous authorized Change Orders	\$
Total net <i>[check one]</i> ☐ Increase / ☐ Decrease in the GMP by this Change Order	\$
New Guaranteed Maximum Price including this Change Order	\$

The new Contract Time including this Change Order is:

New Scheduled Substantial Completion Date	
New Scheduled Interim Milestone Dates:	
New Final Completion Date	

The changes in the GMP and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Clackamas Community College By: _____ Signature _____ Printed Name Title: _____ Date: _____	Design-Builder By: _____ Signature _____ Printed Name Title: _____ Date: _____
---	--