

PART 1 PHASE 1 SCOPE OF SERVICES

1.01 SUMMARY OF WORK

- A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1.

1.02 PHASE 1 SCOPE

- A. Design Builder shall review, analyze, and validate the Owner Provided Information, the Owner's Project Criteria, the GMP, and the Project Schedule.
- 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 Project elements as shown in the Owner's Project Criteria. 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. Design-Builder will study the sustainability objectives as stated in Exhibit A. The Owner will not be pursuing USGBC LEED certification.
- 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 Project elements 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 Basis of Design Documents, the Guaranteed Maximum Price, and the Project Schedule. The timing of the Phase 2 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 Deliverables during Phase 1 as set forth in Sections 2.01.A. and B. herein. Deliverables shall be provided in a format acceptable to the Owner. Design Builder must utilize the following programs, as applicable:
- H. At the conclusion of the Validation Period, Design-Builder shall provide the deliverables as set forth in Section 2.01C herein and the parties shall negotiate and collaboratively establish a scope that fits within the fixed GMP.
- I. At the conclusion of Phase 1, Design Builder shall prepare a Phase 2 Proposal, including Phase 2 Deliverables and any modifications and/or clarifications to the Owner's Project Criteria as set forth in Section 2.01.B herein.

1.03 VALIDATION PERIOD.

- A. Within the time period set forth in Section 6.6.1.4 of the Agreement, 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 Project Requirements. 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, including 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 and regulatory rules and restrictions on the Project,
 7. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the GMP, the Project Schedule, and the Basis of Design Documents.
- B. 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 Requirements. 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. 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.
 4. Complete a comprehensive archaeological site survey and conduct a literature and data search to determine potentially archaeologically significant sites and conditions.
- 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.

1.04 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, 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 Materials 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 Materials, Design Builder represents to the Owner that the Design Materials may be designed and constructed for the then current Commercial Terms and in accordance with the Owner's Project Criteria. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Owner's Project Criteria; however, with any such Design Materials, Design Builder must provide notice pursuant to Section 10 of the General Conditions.

1.05 DEVELOPMENT OF 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 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 GMP with the development of the Basis of Design Documents as well as the Project Schedule so that the Owner may obtain an accurate GMP within the Project Budget.

1.06 DEVELOPMENT OF PROJECT SCHEDULE

- A. The forecasting and development of the Project 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 project schedule in a format acceptable to the Owner.

PART 2 PHASE 1 DELIVERABLES

2.01 SUBMITTALS

- A. Submittals After Phase 1 Notice to Proceed: Design Builder shall provide the following Submittals within 30 days after the Notice to Proceed with Phase 1, unless otherwise noted in Phase 1 Schedule.
1. Phase 1 Schedule pursuant to Section 2.02.A.
 2. Design Submittal Packages and Schedule pursuant to Section 2.04.D.
 3. Preliminary Schedule of Values pursuant to Section 2.05.A.
 4. Proposed Cost Model pursuant to Section 2.05.B.
 5. Proposed Work Breakdown Structure pursuant to Section 2.05.C.
 6. Subcontractor Procurement Procedure pursuant to Section 2.06.A
 7. Project Safety and Job Hazard Analysis pursuant to Section 2.07.A for Phase 1.
- B. Periodic submittals During Phase 1: On a monthly basis Design Builder shall provide the following submittals throughout Phase 1.
1. On a monthly basis:
 - a. Updates to the Phase 1 Schedule, and Project Schedule pursuant to Section 2.02.
 - b. Updated Cost Model information pursuant to Section 2.05.
 2. Pursuant to the Design Submittal Schedule established by the parties:
 - a. Updated Design Submittals pursuant to Section 2.02.
 - b. Updated project budget information pursuant to Section 2.05.
 3. Milestone Design Deliverables pursuant to Section 2.04.E.
- C. Submittals at the Conclusion of the Validation Period: Design-Builder shall provide the following Submittals at the conclusion of the Validation Period, unless otherwise noted in the approved Phase 1 Schedule.
1. Target Schedule pursuant to Section 2.02B
 2. Updated Cost Model pursuant to Section 2.05.D
 3. Initial Project Scope pursuant to Section 2.04.A.
- D. Phase 2 Proposal: At the conclusion of Phase 1, Design Builder shall provide a Phase 2 Proposal that includes the following Deliverables.
1. Schedule of Values depicting the GMP pursuant to Section 2.05.E.
 2. Basis of Design Documents pursuant to Section 2.04.D.
 3. Project Schedule pursuant to Section 2.02.C.
 4. Project Safety and Job Site Hazard Analysis pursuant to Section 2.07.B.

5. Project Phasing/Staging Analysis pursuant to 2.08.
6. Permitting Strategy Plan pursuant to Section 2.09
7. Small Business Participation/Outreach Plan pursuant to 2.10.
8. QA/QC Plans pursuant to 2.11.
9. Contract Close-Out Plan pursuant to Section 2.12.
10. Differing Site Conditions Report pursuant to Section 2.13.

2.02 SCHEDULES

- A. Phase 1 Schedule. By the date set forth in Section 2.01A herein, Design Builder shall provide a Phase 1 Schedule.
 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.
 - a. During Phase 1, Design Builder will establish the timing for schedule Updates with acceptance from the Owner.
 - b. Design Builder shall provide updates during design including but not limited to.
 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 pursuant to the Contract Documents.
- B. Target Schedule. Pursuant to Section 2.10.C, Design Builder shall submit a Proposed Target Schedule 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 GMP 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.
- C. With the Phase 2 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.
- D. All schedules must be in the format of a Critical Path Method (CPM) Resource loaded schedule as set forth below.
- E. Critical Path Method (CPM) Resource loaded schedule
 1. The CPM Schedule will contain the following
 - a. All tasks 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.
 - d. Resources for project hours and major material quantities for site construction.
 2. Project Schedule shall be detailed and organized according to pre-defined Design-Builder's WBS that is developed in the Scope Management Plan. 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. Design-Builder shall prepare a detailed resource loaded CPM Project Schedule in accordance with this specification. The schedule shall be submitted to the Owner for their review. The detailed schedule shall reflect, at a minimum, engineering, procurement, construction, fabrication, and delivery activities for 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 Primavera P6 Version 8.0 or greater format.
 - b. Contain Work Breakdown Structure coding matching deliverables and work packages.
 - c. Schedule 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. Project schedule activities that DESIGN-BUILDER is responsible for performing shall be resource loaded with engineering and procurement activities. Construction activities shall be resourced loaded 60 days prior to site mobilization.
 - f. Resource loading for project hours and major material quantities for site construction.
 - g. 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.
 - h. Schedules shall be provided in (XER) electronic Primavera format on a monthly basis.
 - i. Complete sequence of engineering, procurement and construction by activity.
 - j. Schedules will be reported and calculated using retained logic. No progress override.
 - k. 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.
 - l. No open ends with the exception of one predecessor open end for starting the project and one successor open end for completing the project.
 - m. No out-of-sequence logic.
 - n. Critical path for DESIGN-BUILDER's schedule activities.
7. Major Milestone Dates
- a. NTP
 - b. Outage Dates
 - c. Major Material Delivery
 - d. Design Reviews
 - e. Mobilization Dates
 - f. Inspection Dates
 - g. Substantial Completion Dates
 - h. Performance Test Dates
 - i. Final Completion Dates

2.03 NOT USED

2.04 DESIGN DOCUMENTS

- A. Initial Project Scope. During the Validation Period, the Design-Builder shall review the Project Scope and evaluate the feasibility of including the Owner's Project Criteria within the GMP and schedule. 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 GMP and Proposed Target Schedule. The Design-Builder shall submit its Proposed Initial Project Scope to Owner at the conclusion of the Validation Period, and the parties shall collaboratively develop the Initial Project Scope that will be used as a basis for designing the Project throughout Phase 1.
- B. Preliminary Design Materials. As Design Builder develops the Basis of Design Documents, Design Builder shall collaborate with the Owner to submit and review the Preliminary Design Materials that will be incorporated into the Basis of Design Documents. The Preliminary Design Materials will be submitted pursuant to the Phase 1 Schedule.
1. Design Builder shall submit preliminary Design Materials Packages to the Owner pursuant to Section 2.01A. of this Exhibit. The parties will then collaboratively develop the final Design Materials Packages for the Project. The Design Materials 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 for review of Design Submittals pursuant to Section 2.01.A. of this Exhibit for the applicable Design Materials Packages such that the review of Design Submittal is of reasonable scope for prompt and thorough review by the Owner.
 3. Design Builder shall highlight any material differences between the Initial Project Scope as they are being developed and the Owner's Project Criteria.
 4. In the event that the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Owner's Project Criteria or inaccuracies in the Design Materials, 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 Materials and in the proposed Basis of Design Documents to fit within the Owner's Project Goals.
- C. The Owner and Design Builder shall work collaboratively to develop the Basis of Design Documents provided as part of the Phase 2 Proposal. The Basis of Design Documents submitted with the Phase 2 Proposal shall include at a minimum the following documents and set forth the assumptions and clarifications on which the GMP and Project Schedule are based.
1. Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each of the project elements set forth in the Owner's Project Criteria.
 2. Design Builder shall schedule the review of the Construction Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.

3. Design Builder shall highlight any material differences and developments between the Owner's Project Criteria, any interim Design Materials, and the Basis of Design Documents as the Basis of Design Documents are being developed.
4. In the event that the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Owner's Project Criteria or discovers inaccuracies in the Design Materials, the Owner 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 Materials and in the proposed Basis of Design Documents to fit within the Owner's Project Goals as well as the GMP and Target Schedule established in the Phase 2 Amendment.
6. Performance Specifications, 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
7. Sustainability Requirements and Plan. Design Builder shall manage environmental issues and implement and document sustainability goals set forth in the Phase 2 Amendment. the Project's Leadership in Energy and Environmental Design (LEED) requirements, including but not limited to: a) outline Subcontractor requirements for Sustainability in the subcontract bid documents; b) monitor the submittal process to ensure compliance with Sustainability goals; c) train Subcontractors in Sustainability requirements; d) review design changes during construction for Sustainability impacts and inform Owner of impacts; e) ensure installed products are compliant with the Sustainability requirements; and f) assemble and maintain records to document Sustainability goals compliance.

D. Milestone Deliverables

1. Unless the parties agree in writing otherwise and in addition to the other deliverables required in the Contract Documents, Design Builder will provide the following Milestone Design Deliverables to the Owner:
 - a. 50% Schematic Design
 - b. 100% Schematic Design
 - c. 60% Design Development
 - d. 100% Design Development (With Phase 2 Proposal)
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. Regional Plan
 - b. Concept, Character, and Principals

- c. Landscape Plan
 - d. Existing Site Photos
 - e. Site Plan and Access;
 - f. Massing Plan
 - g. Exterior Elevations
 - h. Floor Plate Stacking
 - i. Building Sections
 - j. Build Entries and Circulation
 - k. Solar Orientation
 - l. Floor Plans
 - m. Proposed Materials and Color Palate
 - n. Parking Concept
 - o. 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.

2.05 GMP

A. Schedule of Values

1. Preliminary Schedule of Values. Within the time frame set forth in Section 2.01.A, Design Builder shall submit a preliminary Schedule 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 Materials Packages, Design Builder shall provide updated estimates of costs associated with the Design Materials in a format acceptable to the Owner that will be incorporated into the GMP.
3. The updated estimates shall be provided on a bi-weekly basis and shall be updated with new information as Design Builder develops and finalizes the GMP.
4. Schedule of Values. 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.
5. 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.
6. Sum of all values listed in schedule shall equal total GMP Contract Price.
 7. Each item shall include directly proportional amount of Design-Builder's fee, as applicable.
 8. Schedule of Values Form and Content
 - a. Schedule of Values will be in a format approved by 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
- B. Cost Model. Within the time frame set forth in Section 2.01.A, Design Builder shall provide a preliminary Cost Model, 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-Builder 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 Package Plan, Design-Builder 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 bi-weekly basis, Design-Builder 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.
6. At the conclusion of the Validation Period, the Design-Builder will provide an updated Cost Model with the GMP.

C. 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 2.01.A, Design-Builder will propose a WBS structure. Design-Builder 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-Builder's entire scope for the project, broken down into manageable deliverables 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 deliverables but as breakdown of work packages and their deliverables.
3. Scope of Work Narrative
 - a. Design-Builder will develop, from the Work Breakdown Structure, a Scope of Work Narrative for the project before Phase 2 is approved. This document will provide a description of the work to be done for each WBS work package. This document will identify the Design-Builder's general understanding of the project, as well as, provide a description of the work that will be done, and deliverables that will be produced for work packages in the WBS. A narrative for each work package will include, but is not limited to the following:
 - b. Narrative of work to be performed
 - c. List of major deliverables
 - d. List of information needed (if any) from UTILITIES, or other stakeholders outside of the Contract to perform the work.

(1)

- D. Preliminary GMP Scope. Pursuant to Section 2.01.C, Design Builder shall submit the following information that reflects Design Builder's best estimate of an achievable scope within the GMP for the Project.
 1. A Schedule of Values and Cost Model.

2. The basis for the GMP 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 GMP 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 scope within the GMP and the parties shall collaboratively develop a scope. In the event that the Owner has any comments relative to the GMP or GMP 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 scope to fit within the GMP. The parties will work collaboratively to make adjustments in the Basis of Design Document or the Project Schedule to fit within the Owner's objectives.
 4. If an update to the GMP indicates that the GMP will be exceeded, Design Builder shall submit a corrective action plan to the Owner.
- E. GMP.
1. With the Phase 2 Proposal, Design Builder shall prepare and submit a Schedule of Values that depicts the 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 Lump Sum 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 4.5 of the Agreement;
 - i. If applicable, a schedule of Unit Prices and Hourly Rates pursuant to Section 4.6 of the Agreement
 2. In support of the 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.
 - F. Design Builder shall meet with the Owner to review the Phase 2 Proposal. In the event that the Owner has any comments relative to the Phase 2 Proposal 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 basis of the GMP. The parties will work collaboratively to make adjustments in the Basis of Design Documents or Project Schedule to meet the Owner's objectives.
- 2.06 SUBCONTRACTOR PROCUREMENT PROCEDURE
 - A. By the date set forth in Section 2.01A herein, Design Builder shall submit for approval the Subcontractor Procurement Procedure as required in Section 2.8 of the General Conditions.
- 2.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS
 - A. By the date set forth in Section 2.01A herein, Design Builder shall submit a Project Safety and Job Site Hazard Analysis for the activities associated with Phase 1.
 - B. With Phase 2 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.
- 2.08 PROJECT PHASING /STAGING ANALYSIS
 - A. With the Phase 2 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 following elements of the Project, including but not limited to all modifications and all other construction activities including the staging of construction materials and facilities.
- 2.09 PERMITTING STRATEGY PLAN:
 - A. With the Phase 2 Proposal, 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. Design Builder shall coordinate with all authorities with jurisdiction over the Project for the approval of environmental mitigation measures.
- 2.10 INCLUSION PLAN FOR DISADVANTAGED BUSINESSES AND SMALL BUSINESSES
 - A. Disadvantaged Businesses means any business entity certified with the office of minority and women's business enterprises under RCW Chapter 39.19.
 - B. Small Business means a small business as defined in RCW 39.26.010.
 - C. With the Phase 2 Proposal, Design Builder shall analyze the capabilities of Disadvantaged Businesses and Small Businesses and the projected manpower availability to determine and report on the percentage of the Work that such firms could reasonably be expected to perform during the Design, Preconstruction and Construction Phases of the Project.

- D. Based on this analysis, Design Builder shall prepare an Inclusion Plan, subject to the review and approval of the Owner.
- E. As a minimum, the Inclusion Plan shall include:
 - 1. A complete definition of the efforts to be taken on the part of Design Builder to tailor design, preconstruction services and Construction Packages so as to be capable of being performed by small, local and/or regional consultants, designers, and/or subcontractors.
 - 2. A description of the formal outreach process to be used to communicate the requirements of the Work with the small, local and/or regional consultants, designers and/or subcontractors.
 - 3. The approach to procure consultants and subcontractors (e.g., open bid, prequalification, best-value, etc.) to maximize participation by Disadvantaged and Small Businesses.

2.11 QA/QC PLANS

- A. Prepare a Quality Management Plan (QMP) in accordance with the Contract requirements and submit it with the Phase 2 Proposal.
- B. Design Quality Management Plan.
 - 1. Design Quality Management Plan (DQMP): shall be developed in accordance with the requirements outlined in the Contract.
 - 2. Design Quality Audits: Design Quality Assurance Manager shall audit all design packages for compliance with the requirements outlined in the DQMP.
 - 3. Independent Technical Reviews: The Design Quality Assurance Manager will appoint appropriate technical staff to conduct Independent Technical Reviews of each design package. These reviews will occur concurrently with the Inter- Disciplinary Reviews and Constructability Reviews.
- C. Construction Quality Management Plan.
 - 1. Construction Quality Management Plan (CQMP): shall be developed in accordance with the requirements outlined in the Contract.

2.12 CONTRACT CLOSEOUT PLAN

- A. With the Phase 2 Proposal, Design Builder shall provide a Project Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Closeout Plan will be a living document that will grow and expand as the design and construction progress. The Project Closeout Plan should include, but not be limited to mechanisms and procedures for:
 - 1. Closeout provisions included in subcontract procurement documents
 - 2. Phased completions and early subcontract closeouts
 - 3. Commissioning
 - 4. Warranties
 - 5. Training
 - 6. O&M Documentation

7. Record Documents
8. Cost Reconciliations
9. Permit and Regulatory Requirements

2.13 DIFFERING SITE CONDITIONS REPORT

- A. With the Phase 2 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.

Phase 2 Scope of Services

PART 3 PHASE 2

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

3.01 PHASE 2 SCOPE

- A. Design Builder shall complete the design and construction services as set forth in the Phase 2 Amendment.
- B. Design Builder shall provide the deliverables set forth in this Attachment during the course of Phase 2. Deliverables shall be provided in a format acceptable to the Owner.

3.02 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 and other Design Materials 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.

3.03 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 bi-weekly 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 and transparent basis.
- C. The Schedule of Values and Cost Model must be consistent with the Phase 2 Amendment and the format required above, unless the parties have agreed on a Change to the terms set forth in the Phase 2 Amendment pursuant to Article 10 of the General Conditions.

3.04 PROJECT SCHEDULE

- A. The forecasting and development of the project 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 project schedule on a bi-weekly basis in the format required above for a scheduled completion within the GMP established in the Phase 2 Amendment.

3.05 CONSTRUCTION SERVICES

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

3.06 COMMISSIONING, TESTING AND CLOSEOUT

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

PHASE 2 DELIVERABLES

3.07 DELIVERABLES

- A. Design Builder shall provide the following Milestone Design Deliverable pursuant to the Project Schedule:
1. 100% Construction Documents 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.
- B. Design Builder shall provide such other deliverables as set forth in the Contract Documents to successfully complete the Project.

PART 4 APPLICABLE TO ALL PHASES

4.01 OWNER'S PROJECT GOALS

The Owner has established the following Project Goals for the Project. The Parties agree to work in good faith to meet and/or exceed the Project Goals:

- A. **Efficient and Effective Design.** The Design-Build Team will provide designs that maximize the square footage available to meet the needs of the Owner, so the station can effectively serve the community, including:
1. Include the functions and amenities in an efficient workspace including administration spaces within the limited footprint of the building and incorporate as many additional amenities as the budget allows;
 2. Provide comfortable spaces for staff that are both livable, provide health benefits such as exercise facilities, and incorporate best practices from the "Healthy In/Healthy Out" guide produced by the Washington State Council of Fire Fighters <https://www.wscff.org/health-wellness/healthy-in-healthy-out/>; in addition to the safety standards outlined in WAC 296-305 and NFPA 1500.
 3. Create functional and comfortable public spaces and buildings that fit into and enhance the adjacent public safety building as well as the successful future development of the surrounding community;
 4. Design for easy long and short term maintenance and upkeep, taking into account the life cycle of the building;
 5. Siting the building in an optimal location while minimizing the need for extensive permitting; and
 6. Creating a design that takes into account the anticipated future use of the building.

- B. **Exceed Schedule Expectations.** The Design-Builder will develop a design and construction phasing plan and schedule that will achieve completion as soon as practicable within the budget.
- C. **Efficient Pricing.** The Design-Build Team will provide transparent pricing that takes advantage of the efficiency of progressive design-build, including the following:
 - 1. Fast track design and construction to maximize the Owner's budget and minimize the schedule; and
 - 2. Utilize materials and equipment that are easily maintained from reliable suppliers with excellent warranty service.
- D. **High Functioning Team.** The Design-Build Team will develop and promote a high functioning, collaborative relationship between itself, the Owner, and the Stakeholders to exceed the Project Goals within the Owner's budget and schedule and demonstrate exemplary project management.
- E. **Design for Safety.** The Design-Build Team will create designs that enhance the safety of the project(s) in both construction and in the operation of the facility. The design and construction process will reduce re-work and interference with operations with a goal of no recordable incidents.

4.02 INTEGRATED DELIVERY

- A. All communications between the parties shall be open, honest and clear and shall endeavor, as much as possible, to be accurate and complete. The parties accept a duty to disclose to each other in a timely fashion both positive and negative information, including but not limited to, issues, conflicts, claims, mistakes, additional costs, delays, and other all information relevant to the Project.
- B. Design Builder shall provide the Deliverables in a timely fashion pursuant to this Exhibit. Deliverables shall be provided in a format acceptable to the Owner. Owner shall timely review and respond to the deliverables, as applicable.
- C. 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; and
7. Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

4.03 DEFINITIONS

- A. *Commercial Terms* are any terms that establish a GMP, Not to Exceed, Lump Sum, Hourly Rate, Contract Time, Target Schedule, or Initial Project Scope.
- B. *Contingencies* are the amounts available for Design-Builder's use and are defined in Section 6.4.4 of the Agreement. The Cost of the Work Contingency is defined in Section 6.4.4.a. The Design-Builder's Contingency is defined in Section 6.4.4.b.
- C. *Design Log* is a log of Reliable Design Decisions agreed upon by the parties. The Design Log supplements the Initial and Final Basis of Design Documents, as applicable.
- D. *Phase 2 Amendment* means an amendment to the Agreement entered into the parties at the conclusion of Phase 1 that establishes the Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties.
- E. *Initial Project Scope* is the scope of the project that the parties collaboratively establish at the conclusion of the Validation Period that represents the parties' best determination of an achievable project scope.
- F. *Original GMP* is the GMP set forth in the Phase 2 Amendment.
- G. *Project Schedule* is the schedule provided by the Design-Builder and approved by the Owner pursuant to Section 2.1.3 of the General Conditions and Exhibit C.
- H. *Reliable Design Decision* is a decision, development, or election that refines the Owner's Project Criteria or Basis of Design Documents, that is approved by the Owner and that is set forth in the Design Log. A Reliable Design Decision cannot change the Owner's Project Criteria or Basis of Design Documents but shall instead constitute a further development or refinement of the design for the Project with which all subsequent design, development and Construction Documents shall be consistent.
- I. *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 the Lump Sum General Conditions Costs set forth in Section 4.5 of the Agreement.
- J. *Target Schedule* is the estimated Project Schedule collaboratively established by the parties at the conclusion of the Validation Period that represents the parties' best determination of an achievable Project Schedule.
- K. *Trend* is an issue identified in the Trend Log.
- L. *Trend Log* is a log of issues that have been identified by the Design-Builder or the Owner during the design process that may cause any Commercial Term to be

modified or cause the Contract Time to be exceeded.

- M. *Validation Period* is the time period established in Section 6.6.1.4 of the Agreement to accomplish the tasks set forth in Exhibit C, Section 1.03.
- N. *Work Group* is a team of individuals with representatives from both the Owner and Design-Build Team that are responsible for developing Design Submissions, updated estimates, and updated schedules for the applicable Design Materials Package.

4.04 SUBCONTRACTS

- A. Design-Builder shall submit a Subcontracting Procurement Procedure as required in Exhibit C, subject to the approval of the Owner. After approval by the Owner, Design-Builder may only modify the Subcontracting 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.
- B. All subcontracted Work associated with the performance of the construction shall be awarded by Design-Builder in accordance with a Subcontractor Procurement Procedure established during Phase 1. Design-Builder shall identify the scope of subcontracted Work ("Subcontract Package") and shall identify qualified Subcontractors for each Subcontract Package. Unless approved in writing by the Owner, the Subcontractor Procurement Procedure shall comply with the following:
 - 1. All subcontracted work associated with performance of Construction Packages shall be award 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.

- C. 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 self-perform construction Work.
 - 1. For each scope of Work for which Design-Builder proposes self-performance, 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 Work; and
 - 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 basis. In calculating the costs for self-performed construction Work, the following shall apply.
 - a. The costs for self-performed construction Work shall not include costs that are also included in the General Conditions Amount.
 - b. 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.
- D. Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- E. Design Builder hereby assigns to Owner all its interest in first-tier subcontracts now or hereafter entered into by Design Builder for performance of any part of the Work. The assignment will be effective upon acceptance by Owner in writing and only as to those subcontracts which the Owner designates in writing. The Owner may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Design Builder's rights under the Contract Documents. Such assignment is part of the consideration to the Owner for entering into the Contract with Design Builder and may not be withdrawn prior to Final Completion.