

**ATTACHMENT E**  
**EXHIBIT C PHASE 1 AND 2 SCOPE OF WORK**  
**City of West Wendover**  
**Fire Station and Optional Community and**  
**Recreation Center**

PHASE 1 PROGRAM VALIDATION PERIOD 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 Initial Basis of Design Documents, 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 Initial Basis of Design Documents. 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 achieve Design Excellence, 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 the Initial Basis of Design Documents to endeavor to achieve USGBC LEED Silver 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 Final 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 Final Basis of Design Documents, the Guaranteed Maximum Price, and the Project Schedule. The timing of the Phase 1A Report, 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 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 Phase 1A the Design-Builder shall provide the deliverables set forth herein, including the Phase 1A Report.
- I. At the conclusion of Phase 1 the Design Builder shall prepare a GMP Proposal that includes all Phase 2 Deliverables and is consistent with any modifications and/or clarifications to the Initial Basis of Design Documents as set forth in Section 2.01.D herein.

1.03 VALIDATION OF INFORMATION.

- A. During Phase 1A, 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 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 Initial Basis of Design Documents,
  - 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, including consultation with permit authorities regarding their requirements.
  - 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 Final 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, as-built conditions, 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. Subsurface investigation work, including the disturbance of existing vegetation, cannot proceed until all required permits have been obtained.
- C. Design Builder will conduct or obtain and understand all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to above, that pertain to the subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, time, progress, performance or furnishing of Work, as Design Builder considers necessary for the performance or furnishing of Work for the Commercial Terms and in accordance with the Owner Project Requirements as well as other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required from the Owner by Design Builder for such purposes.
- D. 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
- E. 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 FINAL BASIS OF DESIGN DOCUMENTS
- A. Design Builder shall manage the design process in a collaborative, efficient, and coordinated manner and conduct design workshops as required by the Contract Documents. The Final Basis of Design

Documents will establish the scope of the Work and provide the basis for the GMP. The Final Basis of Design Documents must be consistent with the Initial Basis of Design Documents, 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. The Design-Builder will allow adequate time for the Owner to review the Design Materials, which shall not be less than 15 business days.
- 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 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 Initial Basis of Design Documents. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Materials, Design Builder must provide notice pursuant to Section 10 of the General Conditions.

1.05 DEVELOPMENT OF Guaranteed Maximum Price (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 Final 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 15 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. Electronic Data Protocol pursuant to 2.03.A.
  - 3. Preliminary Schedule of Values for the Project Budget pursuant to Section 2.05.A.
  - 4. Subcontractor Procurement Procedure pursuant to Section 2.06.A
  - 5. Project Safety and Job Hazard Analysis pursuant to Section 2.07.A.
- B. Submittals During Phase 1: Design Builder shall provide the following submittals.
  - 1. On a monthly basis:
    - a. Updates to the Phase 1 Schedule, Schedule of Values and Project Schedule pursuant to Section 2.02.B.
    - b. Design Materials Packages pursuant to Section 2.04.A.
    - c. Preliminary estimating information pursuant to Section 2.05.B.
    - d. Updates to LEED check list.
- C. Phase 1A Report: At the conclusion of Phase 1A, the Design-Builder shall provide a report with the following Deliverables:
  - 1. 30 percent design for Fire Station and Optional Community and Recreation Center
  - 2. A Target Budget pursuant to Section 2.05.C, including the following:

- a. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis.
  - b. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
  - c. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.
  - d. If applicable, a schedule of unit prices.
  - e. Updated Schedule of Values pursuant to Section 2.05.B.
3. Project Schedule pursuant to Section 2.02.D.
  4. Subcontractor Procurement Procedure pursuant to Section 2.06
  5. Project Phasing/Staging Analysis pursuant to Section 2.08.
  6. Permitting Strategy Plan pursuant to Section 2.09
  7. Small Business Participation/Outreach Plan pursuant to Section 2.10.
  8. QA/QC Plans pursuant to Section 2.11.
  9. Differing Site Conditions Report pursuant to Section 2.13.
  10. Approach to percent for the Arts program including procurement of artists.
  11. Approach to reach the City's 10% SWMBE participation goal.
- D. GMP Proposal: At the conclusion of Phase 1, Design Builder shall provide a GMP Proposal that includes the following Deliverables.
1. Proposed GMP pursuant to Section 2.05.D, including the following
    - a. If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis.
    - b. If applicable, a list of all Not to Exceed Amounts and the information required pursuant to Section 6.4.2 of the Agreement.
    - c. If applicable, a list of Lump Sums and the information required pursuant to 6.4.3 of the Agreement.
    - d. If applicable, a schedule of unit prices.
  2. Final Basis of Design Documents pursuant to Section 2.04.C.
  3. Updated Project Schedule pursuant to Section 2.02.E.
  4. Updated Schedule of Values pursuant to Section 2.05.B.

5. A list of the assumptions and clarifications made by the Design- Builder in preparation of the GMP Proposal.
6. Contract Close-Out Plan pursuant to Section 2.12.

## 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 and shall separate activities between Phases 1A and 1B.
  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, but such updates shall happen no less than monthly.
  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. Preliminary Project Schedule. Pursuant to Section 2.01.A, within 15 days of the Notice to Proceed for Phase 1, Design Builder shall submit a Preliminary Project Schedule that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.
  1. The Preliminary Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.
  2. The Preliminary 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 Final Basis of Design Documents.
  3. If an update to the Preliminary 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. Design Builder shall meet with the Owner to review the Preliminary Schedule and updates. In the event that the Owner has any comments relative to the Preliminary Schedule or 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 Final Basis of Design Document, the Project Schedule, or GMP to fit within the Owner's objectives.

- D. With the Phase 1A Report, Design Builder shall provide a Project Schedule that will incorporate the Preliminary Schedule developed collaboratively during Phase 1A along with any updates to the schedule.
- E. With the GMP Proposal, Design Builder shall provide a Project Schedule that will incorporate the Preliminary Schedule developed collaboratively during Phase 1B along with any updates to the schedule.
- F. All schedules must be in the format of a Critical Path Method (CPM) Resource loaded schedule as set forth below.
- G. 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 a format acceptable to the Owner.
- 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 a format acceptable to the owner 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, Baseline Finish Variance, and Predecessors/Successors)
  - (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. Major Submittals
  - e. Design Reviews
  - f. Mobilization Dates
  - g. Inspection Dates
  - h. Substantial Completion Dates
  - i. Performance Test Dates
  - j. Final Completion Dates

#### 2.03 ELECTRONIC DATA PROTOCOL

- A. Electronic Data Protocol
  - 1. Owner and Design Builder shall develop an appropriate Electronic Data Protocol pursuant to Article 12 of the General Conditions.
  - 2. Design Builder shall provide the Electronic Data Protocol by the date set forth in Section 2.01.A.

#### 2.04 DESIGN DELIVERABLES

- A. Preliminary Design Materials. As Design Builder develops the Final 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 Final Basis of Design Documents. The Preliminary Design Materials will be submitted pursuant to the Phase 1 Schedule.
  - 1. Design Builder shall coordinate with the Owner to determine the schedule for submission of preliminary Design Materials Packages to review collaboratively with the Owner. Design Builder shall schedule the review of the Design Materials Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.

2. Design Builder shall highlight any material differences between the Final Basis of Design Documents as they are being developed and the Initial Basis of Design Documents.
  3. In the event that the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Initial Basis of Design Documents 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 Final Basis of Design Documents.
  4. The parties will work collaboratively to make adjustments in the Design Materials and in the proposed Final Basis of Design Documents to fit within the Owner's Project Goals.
- B. 30 Percent Design.
1. With the Phase 1A Report, the Design-Builder shall provide a 30 percent design for the Project, including but not limited to the following elements:
    - a. 30 Percent Design Documents for Fire Station
    - b. 30 Percent Design Documents for Community & Recreation Center
    - c. 90 Percent Design /Permit Documents for any Temporary Facilities
    - d. Development Plan for the Basis of Design Documents submitted with the GMP Proposal, which includes the required deliverables for each facility.
  2. The Owner and Design-Builder shall work collaboratively to develop the 30 Percent Design Documents shall include the elements set forth below.
- C. Final Basis of Design Documents. The Owner and Design Builder shall work collaboratively to develop the Final Basis of Design Documents provided as part of the GMP Proposal. The Final Basis of Design Documents submitted with the GMP Proposal shall be determined during Phase 1A and shall include at a minimum the following documents and set forth the assumptions and clarifications on which the GMP Proposal and Project Schedule are based.
- D. Milestone Design Deliverables. The 30 Percent Design Documents and the Final Basis of Design Documents shall be referred to as "Milestone Design Deliverables" and shall contain the following elements:
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 Initial Basis of Design Documents.
  2. Major building elements and components including but not be limited to the following.

- a. Concept, Character, and Principals
  - b. Landscape Plan
  - c. Existing Site Photos
  - d. Site Plan and Access;
  - e. Massing Plan
  - f. Exterior Elevations
  - g. Floor Plate Stacking
  - h. Building Sections
  - i. Building Entries and Circulation
  - j. Solar Orientation
  - k. Floor Plans
  - l. Proposed Materials and Color Palette
  - m. Parking Concept
  - n. Narrative
  - o. Renderings (Exterior/Interior)
  - p. Vehicular turning templates for the fire trucks/ladder to ensure that the movements work within the site as well as getting out of the site
  - q. All required elements to obtain permit documents for Temporary Facilities
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.
  4. 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.
  5. Design Builder shall highlight any material differences and developments between the Initial Basis of Design Documents, any interim Design Materials, and the Final Basis of Design Documents as the Final Basis of Design Documents are being developed.
  6. In the event that the Owner has any comments relative to the Design Materials or finds any inconsistencies from the Initial Basis of Design Documents 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 Final Basis of Design Documents.

7. The parties will work collaboratively to make adjustments in the Design Materials and in the proposed 30 Percent Design Documents and Final Basis of Design Documents to fit within the Owner's Project Goals as well as the GMP and Schedule established in the GMP Amendment.
8. 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
9. Sustainability Requirements and Plan. Design Builder shall manage environmental issues and implement and document sustainability goals set forth in the GMP 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.

## 2.05 TARGET BUDGET AND GMP

### A. Preliminary Schedule of Values

1. Preliminary Schedule of Values. Within 15 days of the Notice to Proceed with Phase 1, 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 preliminary estimates of costs associated with the Design Materials in a format acceptable to the Owner that will be incorporated into the GMP.
3. The preliminary estimates shall be provided on a bi-weekly basis and shall be updated with new information as Design Builder develops and finalizes the GMP.

### B. Schedule of Values and Cost Model

1. 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.
2. 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.
3. Sum of all values listed in schedule shall equal total GMP Contract Price.
4. Each item shall include directly proportional amount of Design- Builder's fee, as applicable.
5. Schedule of Values Form and Content
  - a. Schedule of Values will be provided in a format acceptable to the Owner.
  - b. Title of Project and location.
  - c. Project number.
  - d. Date of submission.
  - e. Schedule of Values columns will contain at a minimum the following information
    - (1) Line Item # - Corresponding back to the WBS
    - (2) Line Item Description
    - (3) Budgetary Cost
    - (4) Current Period % Complete
    - (5) Current Period Cost
    - (6) Job to Date (JTD) % Complete
    - (7) JTD Cost

- (8) Variance Column Representing Budgetary Cost Minus JTD Cost
6. Cost Model. Within 8 weeks of the Notice to Proceed with Phase 1, Design Builder shall provide a Cost Model, for the Owner's review and acceptance.
  - a. The Cost Model shall, at a minimum, provide the following information:
    - (1) List for all Design and Construction Packages organized by CSI;
    - (2) Estimated base bid amounts for all Construction Packages;
    - (3) Construction Package Allowances.
  - b. Design Builder shall utilize a project controls management system (PCMS) that will be reviewed for acceptance to the Owner.
  - c. 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.
  - d. 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.
  - e. 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.
7. Work Breakdown Structure (WBS)
  - a. 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.

- b. Design-Builder will develop a WBS structure at the completion of Phase 1A. 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. The WBS structure will be provided in a format acceptable to the Owner.

8. 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.

C. Target Budget

- 1. With the Phase 1A Report, Design-Builder shall prepare and submit a Target Budget to the Owner, in a format acceptable to the Owner, reflecting the Target Budget for the Project on an open book basis. The Target Budget shall include:
  - a. The Design-Builder's Fee Percentage,
  - b. The Cost of the Work as defined in Section 6.3 of the Agreement,
  - c. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement.
  - d. Contingencies established pursuant to Section 6.4.4 of the Agreement.
- 2. In support of the proposed Target Budget, Design Builder shall provide:



- a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement.
  - b. A list of Lump Sums and the information required in Section 6.4.3 of the Agreement.
  - c. A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the 30 Percent Design Documents.
  - d. All material changes from the Initial Basis of Design Documents and Design Builder's Proposal and the costs associated with such changes.
3. Design Builder shall meet with the Owner to review the proposed Target Budget. In the event that the Owner has any comments relative to the proposed Target Budget 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 Target Budget, its basis, or both. The parties will work collaboratively to make adjustments in the 30 Percent Design, Project Schedule, or Target Budget to meet the Owner's objectives.
- D. Establishment of the GMP.
1. With the GMP Proposal, Design Builder shall prepare and submit a 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 GMP shall include:
    - a. Design Builder's Lump Sum Fee as defined in Section 6.2.3 of the Agreement and established in the GMP Amendment.
    - b. The Cost of the Work as defined in Section 6.3 of the Agreement.
    - c. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement.
    - d. Contingencies established pursuant to Section 6.4.4 of the Agreement.
    - e. If applicable, Incentive Payments to the Design Builder
  2. In support of the proposed GMP, Design Builder shall provide:
    - a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement.
    - b. A list of Lump Sums and the information required in Section 6.4.3 of the Agreement.
      - c. A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the Final Basis of Design Documents.

- d. All material changes from the Initial Basis of Design Documents and Design Builder's Proposal and the costs associated with such changes.
  - E. 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 Final Basis of Design Documents, Project Schedule, or GMP 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 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.
- 2.08 PROJECT PHASING /STAGING ANALYSIS
- A. With the Phase 1A Report, Design Builder shall provide a Project Phasing analysis for all Permanent and Temporary Facilities.
  - B. Design Builder shall provide a Phasing/Staging analysis for the Temporary Facilities that includes Demolition and Construction Packages with detailed plans for design and construction activities including the staging of construction materials and facilities.
- 2.09 PERMITTING STRATEGY PLAN:
- A. With the Phase 1A 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

1A, Design Builder must meet with the applicable building officials and develop processes and timelines 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 SMALL BUSINESS PARTICPATION/OUTREACH PLAN

- A. With the Phase 1A Report, Design Builder shall analyze the capabilities of small, regional, and local firms 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.
- B. Based on this analysis, Design Builder shall prepare an Outreach Plan, subject to the review and approval of the Owner.
- C. As a minimum, the Outreach 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 small, regional, and local firms.

#### 2.11 QA/QC PLANS

- A. Prepare a Quality Management Plan (QMP) in accordance with the Contract requirements and submit it with the Phase 1A Report.
- 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 GMP 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 1A Report, Design Builder shall provide a report of all Differing Site Conditions as defined in Section 4.2 of the General Conditions that are discovered during Phase 1A.
- 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 Initial Basis of Design Documents, the Final Basis of Design Documents, and/or any Commercial Term, as applicable.

PHASE 2 SCOPE OF SERVICES

2.01 SUMMARY OF WORK

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

2.02 PHASE 2 SCOPE

- A. Design Builder shall complete the design and construction services as set forth in the GMP 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.

2.03 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 or Design-Build processes may require modifications to these requirements.
- D. By submitting Design Materials, including but not limited to the Construction Documents, Design Builder represents to the Owner that the Construction Documents may be constructed for the then current Commercial Terms and in accordance with the Initial Basis of Design Documents and the Final Basis of Design Documents. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Materials, Design Builder must provide notice pursuant to Article 9 of the General Conditions. The Construction Documents must be consistent with the Final Basis of Design Documents, approved Design Materials and the Design Log, 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.

2.04 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. 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.

- B. The Schedule of Values and Cost Model must be consistent with the Phase 1A Amendment and the format required above, unless the parties have agreed on a Change to the terms set forth in the GMP Amendment pursuant to Article 9 of the General Conditions.

#### 2.05 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 GMP Amendment.

#### 2.06 CONSTRUCTION SERVICES

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

#### 2.07 COMMISSIONING, TESTING AND CLOSEOUT

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

#### PHASE 2 DELIVERABLES

#### 2.08 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.