

AIA[®] Document A133[™] – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year «2026», is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year «2026» (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Sweet Home High School Renovation and New Construction Project
«1641 Long Street»
«Sweet Home, OR 97386»

THE OWNER:
(Name, legal status, and address)

«Sweet Home School District No. 55»
«1920 Long Street»
«Sweet Home, OR 97386»
«541-367-7122»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »
« »

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- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
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1. ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. For this Project, the Contract Sum for construction shall consist of the allowable Cost of the Work plus the separately stated General

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Conditions, Construction Manager's Fee, Project-specific insurance and bonds, and other compensation expressly authorized by Exhibit E and this Amendment, subject to the Guaranteed Maximum Price.

Project-Specific Early Work Note. The Owner may also authorize limited construction or procurement before the applicable GMP through a separate Early Work Amendment included in the Contract Documents. Amounts paid under an Early Work Amendment shall be reconciled and credited in the applicable later GMP Amendment.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** The itemized statement of the Guaranteed Maximum Price shall identify the trade-category Cost of the Work and separately state, as applicable, General Conditions, allowances, Construction Manager contingency, alternates, the Construction Manager's Fee, Project-specific insurance, performance and payment bonds, approved SDI/Subguard or similar programs, CAT tax or approved surcharge, other expressly authorized compensation, and credits for Early Work or prior GMP amounts. A cost may be included in only one compensation category.
(Provide itemized statement below or reference an attachment.)

« »

§ A.1.1.3 The Construction Manager's Fee percentage is set forth in Exhibit E and Section 6.1.2 of the Agreement. The fixed-dollar Fee for the Work authorized by this Amendment is \$_____.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ A.1.1.7 **Project-Specific GMP Components and Controls.** The Guaranteed Maximum Price shall be prepared and administered consistently with Article 6 and Exhibit E of the Agreement. No cost may be recovered through more than one category, markup, allowance, contingency, Fee, General Conditions, insurance charge, bond charge, or other compensation item.

§ A.1.1.8 **Construction Manager Contingency.**

Construction Manager contingency is not Fee or profit and shall be administered in accordance with Section 3.2.4 of the Agreement. It may be used only for unanticipated costs reimbursable as Cost of the Work within the authorized scope that exceed the estimated Cost of the Work and are not included in a Change Order. Owner's prior written authorization is required for use or transfer of contingency. Contingency shall not be used for negligence, failure to perform contractual obligations, unauthorized acceleration, avoidable estimating or coordination errors, defective or nonconforming Work, or costs already included elsewhere. The Construction

Manager shall maintain a monthly contingency log. Any unused portion shall, at the Owner's election, be applied to Owner-directed Change Orders or reduce the Guaranteed Maximum Price as provided in Section 3.2.4 of the Agreement.

§ A.1.1.9 Early Work, Buyout, and Excluded Work. Amounts previously authorized and paid under Early Work or prior GMP Amendments shall be reconciled and credited in this Amendment to avoid duplicate payment. At execution, the Construction Manager shall provide the current procurement/buyout status and identify Owner-direct purchases, District-Performed Work, District-Managed Separate Work, and future packages excluded from this GMP, together with any expressly approved coordination cost.

2. ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ [« »] The date of execution of this Amendment.

☐ [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

☒ «X» Upon issuance of a Notice to Proceed by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion Unless the date or dates of Substantial Completion is/are stated in the Agreement:

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ [« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

☐ [« X »] By the following date: « _____ » (binding date established by this Amendment)

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

3. ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
 Not Applicable. The Owner has identified no Sustainable Objective under Section 1.1.6 of the Agreement.

Title	Date	Pages

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

4. ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

This Amendment to the Agreement entered into as of the day and year first written above.

SWEET HOME SCHOOL DISTRICT NO. 55

OWNER *(Signature)*

« », « »

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

« »« »

(Printed name and title)

AIA[®] Document A133[™] – 2019

Exhibit A

Guaranteed Maximum Price Amendment

EXHIBIT A-2 EARLY WORK AMENDMENT

Sweet Home High School Renovation and New Construction Project
For purposes of Section 15.2 of the Agreement, the preceding AIA Document A133-2019 Exhibit A, as modified for this Project, constitutes Exhibit A-1 (Guaranteed Maximum Price Amendment). This form constitutes Exhibit A-2 (Early Work Amendment).

This Early Work Amendment No. _____ ("Amendment") is entered into as of _____, 20____, by and between Sweet Home School District No. 55 ("Owner") and _____ ("Construction Manager") under the AIA Document A133-2019 Agreement, as modified, for the Sweet Home High School Renovation and New Construction Project ("Agreement"). Capitalized terms not defined in this Amendment have the meanings stated in the Contract Documents.

This Amendment authorizes only the limited Early Work expressly described below. It is intended to implement Sections 3.2.7 and 3.3.1.3 of the Agreement and does not establish a Guaranteed Maximum Price for Work outside this Amendment.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Agreement Date	_____
Early Work Amendment No.	_____
Owner Project Representative	_____
Construction Manager Project Manager	_____

1. Authorized Early Work

The Owner authorizes the Construction Manager to perform only the following Early Work. Any Work not expressly identified below remains unauthorized unless added by a written Modification executed in accordance with the Contract Documents.

Early Work scope	_____ _____ _____ _____
Express exclusions / deferred scope	_____ _____ _____ _____
Procurement package(s), if applicable	_____ _____
Owner / District interfaces, if any	_____ _____

2. Basis Documents, Assumptions, and Clarifications

The authorized Early Work is based on the following documents, assumptions, and clarifications. Only documents specifically identified below are incorporated into this Amendment for the Early Work scope.

Document / Item	Date / Revision	Description / Notes
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____
_____ _____	_____ _____	_____ _____

Material assumptions, qualifications, or exclusions applicable to the Early Work:

- _____
- _____
- _____

3. Schedule and Delivery Requirements

The following dates are binding only for the Early Work authorized by this Amendment. They do not establish or modify the Contract Time for other Work unless this Amendment expressly states otherwise.

Notice to Proceed / Commencement	_____
Required procurement / release date	_____

Required delivery milestone	_____
Substantial Completion, if applicable	_____
Final Completion / turnover, if applicable	_____

Additional schedule, phasing, occupied-campus, logistics, or access requirements:

- _____
- _____

4. Early Work Maximum Price and Compensation

The maximum amount payable for the Early Work authorized by this Amendment is \$ _____ ("Early Work Maximum Price"). The Early Work Maximum Price is a not-to-exceed amount and does not create an entitlement to payment of the full amount. Payment is limited to compensation allowable under the Agreement, Exhibit E, and this Amendment.

Allowable Cost of the Work	\$ _____
General Conditions	\$ _____
Construction Manager Fee: ____% converted to fixed amount	\$ _____
Project-Specific Liability Insurance	\$ _____
Performance and Payment Bonds	\$ _____
Approved SDI / Subguard / Similar Program	\$ _____ / N/A
CAT Tax or approved surcharge	\$ _____ / N/A
Allowances, if expressly approved	\$ _____ / N/A
Construction Manager Contingency, if expressly approved	\$ _____ / N/A
Other expressly authorized compensation	\$ _____ / N/A
EARLY WORK MAXIMUM PRICE	\$ _____

No Duplicate Recovery. A cost may be recovered in only one compensation category. Cost classification shall follow Exhibit E. Preconstruction compensation already included in the Preconstruction Services Lump Sum is not separately payable under this Amendment unless a written Modification expressly provides otherwise.

5. Insurance and Bonds

Before beginning the Early Work, the Construction Manager shall furnish the insurance and bonds required by Exhibit B and applicable law. Performance and payment bonds shall cover one hundred percent (100%) of the construction Work authorized by this Amendment and shall use the forms prescribed by Exhibit J unless the Owner approves otherwise in writing. Owner-furnished Builder's Risk shall be administered in accordance with Exhibit B. Any Contractor's Pollution Liability or other Project-specific coverage required by Exhibit B for this scope shall be in place before the applicable Early Work begins.

6. Procurement, Public Works, and Self-Performance

Procurement and performance of the Early Work shall comply with the Agreement, the Project-Specific Supplementary Conditions, Exhibit G, and applicable Oregon public contracting and public works requirements. Any Construction Manager or affiliate self-performance, related-party transaction, or noncompetitive procurement must satisfy the applicable Contract requirements before award or commitment.

7. Reconciliation into Later GMP

All amounts authorized, committed, or paid under this Amendment shall be separately tracked and reconciled in the applicable later Guaranteed Maximum Price Amendment. The later GMP shall identify and credit the

Early Work amounts so the Owner does not pay the same cost, Fee, General Conditions, insurance, bond premium, allowance, contingency, or other charge more than once. Any unused portion of the Early Work Maximum Price is not earned and does not carry forward except as expressly included in a later executed Amendment.

If the Owner does not later execute a GMP Amendment covering this Early Work, this Amendment remains the governing authorization for the Early Work, and the Construction Manager shall be paid only the allowable amount due under the Contract Documents, subject to the Early Work Maximum Price.

8. Contingency and Changes

Any Construction Manager contingency included in this Amendment is not Fee or profit and shall be administered consistently with Section 3.2.4 of the Agreement. It may be used only for unanticipated costs reimbursable as Cost of the Work within the authorized Early Work scope that exceed the estimated Cost of the Work and are not included in a Change Order. Owner's prior written authorization is required for use or transfer of contingency. Contingency shall not be used for negligence, failure to perform contractual obligations, unauthorized acceleration, avoidable estimating or coordination errors, defective or nonconforming Work, or costs already included elsewhere. The Construction Manager shall maintain a monthly contingency log. Any unused portion remains with the Owner and, at the Owner's election, may be applied to Owner-directed changes within the authorized Early Work scope or reduce the Early Work Maximum Price.

9. District-Performed Work, Separate Work, and Owner-Direct Purchases

Any District-Performed Work, CM/GC-Managed District-Performed Work, District-Managed Separate Work, or Owner-Direct Purchase affecting this Early Work shall be identified and compensated in accordance with Section 4.5 of the Agreement and Exhibit H. No Fee, General Conditions, insurance, bond premium, or markup applies except as expressly permitted by those provisions and this Amendment.

10. Effect of Amendment

Except as expressly modified by this Amendment, the Agreement and all other Contract Documents remain unchanged and in full force. This Amendment does not authorize Work outside the Early Work scope, establish a Guaranteed Maximum Price for later Work, or alter preliminary Project schedule dates except for the binding Early Work dates expressly stated above. In the event of an irreconcilable conflict, the order of precedence in Section 15.3 of the Agreement applies.

11. Attachments Incorporated into this Amendment

- Attachment 1 - Detailed Early Work Scope and Basis Documents, if any
- Attachment 2 - Early Work Cost Breakdown / Schedule of Values, if any
- Attachment 3 - Early Work Schedule / Logistics Plan, if any
- Other: _____

SWEET HOME SCHOOL DISTRICT NO. 55

CONSTRUCTION MANAGER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AIA® Document A133® – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of « » in the year «2026»
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Sweet Home High School Renovation and New Construction Project
«1641 Long Street»
«Sweet Home, OR 97386»

THE OWNER:
(Name, legal status, and address)

«Sweet Home School District No. 55»
«1920 Long Street»
«Sweet Home, OR 97386»
«541-367-7122»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »
« »

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS
- 5. ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction. Where a provision conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit shall prevail.

6. ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis, with such coverages, deductibles and sub-limits for particular coverages as Owner may determine. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.1, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds.

§ B.2.3.1.1 Unless the parties agree otherwise, upon Substantial Completion, the Owner may continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance on such terms as the Owner elects.

§ B.2.3.1.2 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Construction Manager shall be responsible for such deductible or self-insured retention to the extent the insured loss results from the acts or omissions of the Construction Manager, its Subcontractors, Sub-subcontractors, or others for whom the Construction Manager is responsible.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the Owner determines that the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Construction Manager shall assist to obtain any required consent from the insurance company or companies. The Owner and Construction Manager shall assist with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall be responsible for any insurance or self-insurance protecting the existing structure against direct physical loss or damage on such terms as Owner determines, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.3.4 Adjustment and Payment of Property Losses

A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to the applicable policy terms and the Contract Documents. From insurance proceeds actually received, the Owner shall pay the parties under contract with the Owner their properly allocable shares as determined by the Owner. The Owner shall pay the Construction Manager its properly allocable share through the Contract's payment procedures, and the Construction Manager shall pay Subcontractors and other parties under contract with the Construction Manager their properly allocable shares of proceeds received and require corresponding payments at every tier. Payments under this Section shall not duplicate amounts otherwise paid for the same insured loss.

§ B.2.3.5 Owner-Furnished Builder's Risk Cost Treatment. The Construction Manager shall not include the cost of Owner-furnished Builder's Risk insurance in the Cost of the Work, General Conditions, Construction Manager's Fee, or any other compensation category.

7. ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner may, but is not obligated to, prohibit the Construction Manager from entering the Project site until the certificates of insurance and all required attachments have been received and approved by the Owner. The Construction Manager shall not enter the Project site or commence the Work until all coverage required under this Article B.3 has been placed. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability, Automobile Liability, and excess or umbrella liability policies. The certificates shall identify each deductible and self-insured retention applicable to the required coverage. The Construction Manager shall promptly furnish information concerning any reduction in available coverage resulting from revised limits, claims paid against an aggregate, or both. Upon the Owner's request, the Construction Manager shall provide a copy of each insurance policy purchased and maintained for the Project, including all applicable conditions, definitions, exclusions, and endorsements. All insurance policies required under this Article B.3 shall be issued by a company having an A.M. Best rating of A:VIII or higher or otherwise satisfactory to the Owner.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager. The Construction Manager shall pay all such deductibles and self-insured retentions. Payment or satisfaction of deductibles and self-insured retentions shall not constitute a Cost of the Work, shall not be included in the Guaranteed Maximum Price, and shall not provide a basis for a Change Order or other adjustment of the Contract Sum, Guaranteed Maximum Price, or Contract Time.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause its Commercial General Liability and Automobile Liability coverage, including applicable primary and excess policies, and its Pollution Liability coverage where required, to include (1) the Owner, the Owner's Project Manager, the Architect, the Architect's consultants, and the Owner's other consultants, officers, employees, agents, and designated contractors as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall apply to both ongoing and completed operations, be primary and noncontributory to insurance or self-insurance maintained by the additional insureds, and shall not contain (or shall waive) any co-insurance clause. The limits available to each additional insured shall be the same as those available to the named insured or, if the policy provides otherwise, not less than the limits

required by the Contract Documents. To the extent commercially available, the additional insured coverage shall be no less than that provided Insurance Services Office, Inc. (ISO) Forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.1.4 Subcontractors. The Construction Manager shall require all Subcontractors to carry insurance coverage comparable to that required of the Construction Manager under this Article B.3, adjusted to the nature of each Subcontractor's operations in a manner acceptable to the Owner, and shall provide evidence of such coverage to the Owner upon request.

§ B.3.1.5 Notice of Cancellation or Material Change

The Construction Manager shall provide written notice to the Owner of any actual or threatened cancellation, expiration, reduction, or material change in insurance required by this Article B.3. The Construction Manager shall provide such notice within five business days after first becoming aware of the actual or threatened cancellation, expiration, reduction, or material change.

§ B.3.1.6 Separation of Insureds

The insurance required under this Article B.3 shall apply separately to each insured against whom a claim is made or suit is brought and shall not contain a cross-suit exclusion or preclude an additional insured from asserting a claim as a third party.

§ B.3.1.7 Failure to Maintain Insurance

Failure by the Construction Manager to maintain the required insurance constitutes a material breach of the Contract. The Owner may suspend the Work or terminate the Contract as permitted by the Contract Documents. The Owner may, but is not obligated to, purchase replacement coverage and deduct the premiums and other costs advanced by the Owner from amounts otherwise due to the Construction Manager. The Owner's failure to exercise any remedy under this Section does not waive the Construction Manager's insurance obligations or other obligations to the Owner.

§ B.3.1.8 Effect of Insurance Requirements

By requiring insurance, the Owner does not represent that the required coverage or limits are adequate to protect the Construction Manager. Insurance maintained or procured by the Construction Manager shall not reduce or limit the Construction Manager's defense, indemnification, or other obligations under the Contract Documents.

§ B.3.1.9 Waiver of Subrogation

To the extent permitted by law, the Construction Manager waives, and shall cause its insurers to waive, rights of subrogation against the Owner and its insurers for losses covered by insurance maintained under this Article B.3. This Section does not require the Owner to waive any right.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2 of the General Conditions, unless a different duration is expressly stated in this Exhibit or elsewhere in the Contract Documents.

Except as otherwise expressly stated in this Exhibit or the Contract Documents, no different duration is required.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) general aggregate, Four Million Dollars (\$4,000,000) aggregate for products-completed operations hazard, and Two Million Dollars (\$2,000,000) personal and advertising injury, providing coverage for claims including:

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

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

§ B.3.2.2.3 Duration and Aggregate Requirements

Commercial General Liability coverage, including completed-operations coverage, shall be maintained for at least ten years following Final Payment. The policy shall include separation-of-insureds coverage and a per-project aggregate.

§ B.3.2.3 Automobile Liability covering vehicles owned by the Construction Manager, vehicles hired or leased by the Construction Manager, and non-owned vehicles used by the Construction Manager, with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such vehicles, together with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Sections B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation insurance at statutory limits. Coverage shall comply with ORS 656.017. The Construction Manager shall require each Subcontractor and Sub-subcontractor having one or more employees to maintain such coverage unless the entity is exempt under ORS 656.027.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ B.3.2.7 Jones Act and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks. – Not applicable.

§ B.3.2.8 If the Construction Manager or any person or entity for whom the Construction Manager is responsible is required to furnish professional or delegated-design services as part of the Work, the Construction Manager shall procure, or require the responsible person or entity to procure, Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include third-party claims for bodily injury, property damage, cleanup costs, and environmental damage resulting from pollution conditions caused during covered operations on the Project site or migrating from the Project site. Coverage shall include pollution conditions arising from operations performed by Subcontractors and claims alleging improper supervision of Subcontractors. The Construction Manager shall be responsible for selecting qualified entities to transport Hazardous Materials leaving the Project site.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel. – Not applicable.

§ B.3.2.12 Manned or unmanned aircraft may not be used in connection with the Work without the Owner's prior written approval. If such use is approved, the Construction Manager shall maintain, or require the person or entity operating the aircraft to maintain, aviation or unmanned-aircraft liability insurance with limits and terms approved by the Owner before such use.

§ B.3.2.13 Excess or Umbrella Liability

Excess or umbrella liability insurance with policy limits of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. The coverage shall include pay-on-behalf wording, effective dates concurrent with the underlying coverage, coverage for punitive damages to the extent permitted by law, application of applicable aggregates consistent with the underlying coverage, and drop-down coverage. All applicable third-party liability policies shall be scheduled as underlying insurance.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

No different duration is required unless otherwise expressly stated in the Contract Documents.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[☐] **§ B.3.3.2.1 Property Insurance — Not Selected.** The Owner will provide property insurance as required by Section B.2.3.

[☐] **§ B.3.3.2.2 Railroad Protective Liability Insurance** – Not applicable.

[☒] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance.** If asbestos abatement is included in the Work, the Construction Manager shall require the entity performing such Work to maintain Asbestos Abatement Liability Insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate, unless otherwise approved by the Owner in writing.

[☐] **§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.**

[☐] **§ B.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.**

[☐] **§ B.3.3.2.6 Other Insurance - None**

§ B.3.4 Optional Extended Insurance

The Construction Manager shall purchase and maintain the insurance selected and described below. No Optional Extended Insurance is required of the Construction Manager unless specifically selected below.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[☐] **§ B.3.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

« ☐ »

[☐] **§ B.3.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« ☐ »

[☐] **§ B.3.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« ☐ »

[« »] **§ B.3.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ B.3.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ B.3.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ B.3.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

[« »] **§ B.3.4.8 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[« »] **§ B.3.4.9 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

« »

Limits

« »

§ B.3.5 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located as follows:

Performance Bond: Equal to one hundred percent (100%) of the construction Work then authorized under the applicable Early Work Amendment or Guaranteed Maximum Price

Amendment, as increased, supplemented, or replaced when later authorizations increase the construction amount.

Payment Bond: Equal to one hundred percent (100%) of the construction Work then authorized under the applicable Early Work Amendment or Guaranteed Maximum Price Amendment, as increased, supplemented, or replaced when later authorizations increase the construction amount.

Payment and Performance Bonds shall be in the forms attached as Contract Exhibit J, Forms of Payment and Performance Bonds, unless the Owner approves a different form in writing.

§ B.3.5.1 Copies of Bonds

Upon the request of any person or entity appearing to be a potential beneficiary of a bond covering payment obligations arising under the Contract, the Construction Manager shall, and the Owner may, furnish a copy of the bond or permit a copy to be made.

8. ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

None

EXHIBIT C

PROJECT SCHEDULE

Sweet Home High School Renovation and New Construction Project

The design and construction dates below reflect the District's current preliminary Project schedule included with the RFP as Attachment G. CM/GC procurement and selection dates are governed by Section 1.4 of the RFP and are not established by this Exhibit. Except for dates expressly made binding by an executed Early Work Amendment, GMP Amendment, or other Modification, these dates are preliminary and may be refined through collaboration among the Owner, Architect, and Construction Manager.

9. 1. Procurement / Preconstruction Transition

Milestone	Current Date
Board Approval / Contract Award	November 9, 2026
Preconstruction Services Begin / anticipated NTP	November 10, 2026

10. 2. Design and Estimating Milestones

Activity / Milestone	Start	Finish / Date
Schematic Design	September 14, 2026	December 4, 2026
100% Schematic Design	—	November 6, 2026
Schematic Design Estimate	November 9, 2026	December 4, 2026
Design Development	November 9, 2026	February 12, 2027
50% Design Development	—	December 11, 2026
100% Design Development	—	January 15, 2027
Design Development Estimate	January 18, 2027	February 12, 2027

11. 3. Preliminary Construction / Bid Package Milestones

Phase / Package	Design / CD Period	Bidding / Permitting	Construction Administration / Completion
Phase 1	Jan. 18 - Mar. 12, 2027	Mar. 15 - Apr. 2, 2027	June 7 - Aug. 20, 2027

Phase / Package	Design / CD Period	Bidding / Permitting	Construction Administration / Completion
Phase 2 - Package 1: Demo, Earthwork, Building Pad	Apr. 5 - Apr. 30, 2027	May 3 - May 21, 2027	Within Phase 2 CA period
Phase 2 - Package 2: Underground Utilities, Foundations, Slab	May 3 - June 25, 2027	June 28 - July 23, 2027	Within Phase 2 CA period
Phase 2 - Package 3: Buildout	June 28 - Sept. 3, 2027	Sept. 7 - Oct. 15, 2027	Within Phase 2 CA period
Phase 2 - Package 4: Site (Courtyard, South Play Field, Bus Loop)	Sept. 7 - Oct. 22, 2027	Oct. 25 - Nov. 12, 2027	June 26 - Sept. 1, 2028
Phase 2 overall	Apr. 5, 2027	—	Through Sept. 1, 2028
Project Closeout	Sept. 5, 2028	—	Sept. 29, 2028

12. 4. Schedule Administration

During preconstruction, the Construction Manager shall develop and maintain a more detailed Project schedule addressing design, permitting, procurement, Early Work, long-lead items, bid packages, phased construction, school-calendar constraints, commissioning, occupancy, and closeout.

The schedule shall identify critical activities and limited construction windows, including summer or other periods where school operations materially constrain the Work.

Each Early Work Amendment and GMP Amendment shall state the binding commencement, milestone, Substantial Completion, and other schedule requirements applicable to the authorized Work.

The 18-month construction period used in the RFP Price Proposal is an evaluation assumption only and does not establish the actual Contract Time.

EXHIBIT D

PRECONSTRUCTION SERVICES

Sweet Home High School Renovation and New Construction Project

This Exhibit supplements Sections 3.1 and 3.2 of the Agreement and establishes the minimum preconstruction services and deliverables required of the Construction Manager.

13. 1. Project Team Participation and Coordination

Participate actively in Project, design, estimating, scheduling, logistics, and other meetings reasonably required during preconstruction. Coordinate with the Owner, Architect, engineers, Owner-retained consultants, commissioning provider, surveyor, geotechnical engineer, special inspector, and other Project participants without directing the Architect's professional services.

Maintain clear records of significant decisions, open issues, risks, assumptions, and recommended actions.

14. 2. Continuous Design-to-Budget Management

Continuously evaluate the developing design against the current construction budget rather than relying only on end-of-phase estimates.

Identify developing cost pressure early enough for the Owner and Architect to meaningfully respond.

Maintain current cost information, significant cost options, allowances, contingencies, escalation assumptions, and decisions affecting budget.

Reconcile the CM/GC estimate with Architect or independent estimates when requested and document material differences and agreed resolutions.

15. 3. Estimating Deliverables

Deliverable	Minimum Content / Timing
Schematic Design Estimate	Formal estimate at the Schematic Design milestone, with trade/system breakdown, quantities or basis as appropriate, escalation, allowances, contingency, General Conditions, Fee, insurance/bonds, exclusions, and reconciliation to budget.

Deliverable	Minimum Content / Timing
Design Development Estimate	Formal estimate at the Design Development milestone using the same transparent cost structure and reconciliation process.
Interim Cost Updates	Updates whenever developing scope, market, procurement, constructability, or schedule issues warrant action before the next formal milestone.
GMP / Package Estimates	Estimate and reconciliation supporting each proposed Early Work or GMP package.
Cost Option Log	Current list of value-management, scope, material, system, or procurement options with estimated cost/schedule/operational effects.

16. 4. Constructability, Value, and Life-Cycle Review

Perform constructability reviews early enough to influence design and avoid late-stage scope reduction.

Evaluate proposed systems and materials considering initial cost, durability, maintenance, energy performance, replacement cycles, operational efficiency, flexibility, educational functionality, appearance, schedule, and life-cycle value.

Identify coordination conflicts, incomplete details, sequencing concerns, access limitations, and other conditions reasonably likely to affect cost, quality, schedule, or safety.

17. 5. Project Scheduling and Phasing

Develop and regularly update a detailed schedule consistent with Exhibit C.

Identify critical path activities, procurement milestones, long-lead items, permitting dependencies, school-calendar constraints, Early Work opportunities, phased turnover needs, commissioning, occupancy, and closeout.

Develop practical phasing and logistics concepts for an occupied high school campus, including separation of construction from students/staff and maintenance of required access and egress.

18. 6. Occupied-Campus Logistics and Continuity of Operations

Preconstruction planning shall specifically address the following Project constraints:

construction access, staging, fencing, and site security;
 student and pedestrian circulation;
 bus, parent, visitor, and construction traffic;
 emergency access and required exits;
 deliveries and laydown;
 utility shutdowns and temporary services;
 noise, dust, indoor air quality, and protection of occupied spaces;
 athletics, extracurricular activities, special events, and school-calendar constraints; and
 changing campus conditions as phases are completed and occupied.

19. 7. Existing Conditions and Investigation

Review available existing-condition information, including prior drawings, survey, geotechnical information, environmental information, and Owner-provided reports.

Identify additional information reasonably needed for estimating, constructability, logistics, or delegated-design coordination.

Recommend, plan, and coordinate Owner-authorized destructive investigation where appropriate, including identification of the scope, purpose, timing, cost implications, and responsible performing party, subject to school-operation constraints.

Physical destructive investigation performed by the Construction Manager or its Subcontractors requires prior Owner authorization and shall be compensated only as expressly provided in the Contract Documents or written authorization.

Promptly identify discovered conditions that may materially affect cost, scope, schedule, safety, or design.

20. 8. Market, Subcontractor, and Procurement Planning

Evaluate the subcontractor and supplier market reasonably available to the Project.

Develop proposed bid-package strategies that promote competition, schedule performance, scope clarity, and efficient procurement.

Conduct appropriate subcontractor outreach and market testing.

Identify trades, materials, equipment, or market conditions likely to present procurement risk.

Prepare the procurement plan and bid packages required by Exhibit G before subcontractor solicitation.

21. 9. Long-Lead and Early Work Planning

Identify long-lead equipment, materials, delegated-design items, and procurement activities that could affect critical milestones.

Recommend Early Work only where it provides a meaningful cost, schedule, risk, or procurement benefit.

For each proposed Early Work package, identify scope, basis documents, schedule benefit, risks, maximum price, insurance/bond implications, and how the package will be reconciled into a later GMP.

22. 10. Delegated Design and Responsibility Coordination

The Construction Manager shall identify and coordinate delegated-design requirements established by the Contract Documents. Anticipated delegated or contractor-designed components may include foundation support systems required by geotechnical recommendations, steel stairs if applicable, dowel-laminated timber, mass plywood construction, storefront/curtain wall systems, engineered wood trusses, fire sprinkler systems, and fire alarm systems.

The Architect and its consultants remain responsible for architectural and engineering design except for delegated-design or other contractor-design obligations expressly assigned by the Contract Documents.

23. 11. Risk Management

Maintain a current risk and opportunity log identifying material cost, schedule, procurement, existing-condition, safety, phasing, permitting, and coordination risks.

For material risks, identify potential mitigation, responsible party, timing, and any cost or schedule allowance carried.

Update the Owner and Architect when a risk materially changes or when a decision is needed.

24. 12. GMP Development

For each proposed GMP, the Construction Manager shall provide all information required by Section 3.2.3 of the Agreement, including basis documents, assumptions and clarifications, trade/system cost breakdown, General Conditions, fixed-dollar Fee, insurance and bonds, allowances, contingency, alternates, unit prices, Early Work reconciliation, Owner-direct/District work exclusions, construction schedule, milestone dates, bid coverage, buyout status, and other information reasonably requested by the Owner.

25. 13. Preconstruction Deliverable Summary

Deliverable	Update / Submission Expectation
Cost plan / estimate	Formal at design milestones and interim when material conditions warrant.
Project schedule	Initial baseline after NTP and updates as design/procurement progresses.
Risk and opportunity log	Maintain current throughout preconstruction.

Deliverable	Update / Submission Expectation
Cost-option / value log	Maintain current throughout preconstruction.
Long-lead / procurement log	Maintain current; identify required decisions and release dates.
Bid package / subcontractor procurement plan	Before solicitation of applicable subcontractor packages.
Occupied-campus logistics / phasing concepts	Develop progressively with design and school-calendar input.
GMP basis package	With each proposed GMP Amendment.

EXHIBIT E

COMPENSATION AND COST CLASSIFICATION

Sweet Home High School Renovation and New Construction Project

POST-SELECTION COMPLETION

This Exhibit is to be completed from the selected CM/GC's accepted Price Proposal and Fee Schedule. The cost-classification rules below are intended to remain fixed unless modified by written Modification in accordance with the Contract Documents.

26. 1. Compensation Summary

Component	Accepted Rate / Basis	Contract Amount / Notes
Preconstruction Services	Lump Sum	\$_____
CM/GC Fee	CM/GC Fee: _____ % of the applicable Fee Basis established by the accepted Price Proposal and this Exhibit.	For each authorized construction package, convert the accepted percentage to a fixed-dollar Fee.
General Conditions	Accepted staffing and project-specific General Conditions	\$_____ / phase or as stated in Amendment
Project-Specific Liability Insurance	_____ % / basis	\$_____
Performance and Payment Bonds	_____ % / basis	\$_____
SDI / Subguard / Similar Program, if approved	_____ % / basis	\$_____ / N/A
CAT Tax or other separately charged surcharge, if approved	_____ % / basis	\$_____ / N/A
Builder's Risk	Owner-furnished	Excluded from CM/GC pricing unless modified in writing.

Fee Basis. The Fee Basis shall be determined in accordance with the accepted Price Proposal, Section 6.1.2 of the Agreement, this Exhibit, and Exhibit H. The Fee Basis shall include, when applicable, the agreed documented cost of CM/GC-Managed District-Performed Work. The Fee Basis shall exclude costs and compensation categories identified in the Contract Documents as not subject to the Construction Manager's Fee. No Fee shall be applied more than once to the same cost or compensation category.

27. 2. Preconstruction Lump Sum and Reference Rates

The Preconstruction lump sum includes ordinary personnel, estimating, scheduling, constructability review, corporate support, travel, administration, and other costs necessary to provide the required Preconstruction Services except an extraordinary reimbursable item expressly identified below and approved by the Owner.

Position / Classification	Accepted Regular Rate	Overtime	Double-Time	Use / Notes
Preconstruction Manager	\$_____	\$_____	\$_____	Reference only unless hourly compensation is expressly authorized.
Lead Estimator	\$_____	\$_____	\$_____	
Project Manager	\$_____	\$_____	\$_____	
Project Superintendent	\$_____	\$_____	\$_____	
Scheduler / MEP / VDC Support	\$_____	\$_____	\$_____	
Other: _____	\$_____	\$_____	\$_____	

Rates include wages or salary and applicable payroll taxes, benefits, workers' compensation, unemployment costs, paid leave, and other items required by the Agreement. Rates remain fixed through [_____]. Maximum annual adjustment thereafter, if any: [_____% / None].

28. 3. Construction Staffing and General Conditions

Construction staffing and project-specific administration identified below are General Conditions and are not separately reimbursable as Cost of the Work.

Position / Cost Item	Rate / Basis	Anticipated Commitment / Duration	Approved Amount
Project Manager	\$_____ / hr	[_____] _____]	\$_____
Project Superintendent	\$_____ / hr	[_____] _____]	\$_____
Assistant PM / Project Engineer	\$_____ / hr	[_____] _____]	\$_____
Assistant Superintendent	\$_____ / hr	[_____] _____]	\$_____
Project-Specific Safety	\$_____ / hr	[_____] _____]	\$_____
Scheduler / MEP / VDC Support	\$_____ / hr	[_____] _____]	\$_____
Travel / lodging / meals / per diem	[basis]	[_____] _____]	\$_____
Field office / trailers / storage / office equipment	[basis]	[_____] _____]	\$_____
Project technology / communications / printing / document management	[basis]	[_____] _____]	\$_____
Site security / badging / access-control support / project signage	[basis]	[_____] _____]	\$_____

Position / Cost Item	Rate / Basis	Anticipated Commitment / Duration	Approved Amount
Temporary sanitary facilities / drinking water / similar site support	[basis]	[_____] _____]	\$_____
CM/GC safety supplies / first aid / radios / small tools for CM/GC use	[basis]	[_____] _____]	\$_____
Other project administration	[basis]	[_____] _____]	\$_____
Site-wide temporary fencing / barricades / pedestrian protection / traffic control / dust control / temporary access / similar general logistics and protection	[basis]	[_____] _____]	\$_____
Site-wide temporary utility service / hookups / utility consumption serving general construction operations	[basis]	[_____] _____]	\$_____
General site cleanup / dumpsters / final construction cleanup not assigned to a specific trade	[basis]	[_____] _____]	\$_____
TOTAL GENERAL CONDITIONS			\$_____

29. 4. General Conditions Duration Adjustment

Adjustment	Accepted Rate	Basis / Comments
Monthly addition for each approved full month beyond accepted construction duration	\$_____ / month	Same staffing/cost assumptions; no duplicate Fee, insurance, bonds, or Cost of the Work.
Monthly credit for each approved full month less than accepted construction duration	\$_____ / month	Partial months prorated on a 30-day basis unless otherwise agreed.

30. 5. Change / Markup Schedule

Cost Category	Accepted Markup / Limit	Notes
CM/GC Fee on additive changes	_____ %	Same Fee basis as original Work unless written Modification states otherwise.
CM/GC Fee on deductive changes	_____ %	Deductive changes reduce Fee on the same basis.
CM/GC self-performed trade work, if approved	_____ %	Subject to Exhibit G and applicable law.
Materials / equipment purchased directly by CM/GC outside a subcontract	_____ %	No duplicate recovery.
Subcontractor change work - additional CM/GC markup beyond Fee, if any	_____ % / 0%	Only if disclosed and accepted.
Subcontractor / lower-tier overhead and profit limit	_____ %	Per tier or combined, as accepted.
CAT tax / approved surcharge	_____ % / N/A	Only if separately disclosed and accepted.

Cost Category	Accepted Markup / Limit	Notes
Other	_____ %	[Describe]

31. 6. Equipment Owned by Construction Manager or Related Party

Rental rates for Construction Manager-owned or related-party equipment shall not exceed one hundred percent (100%) of the documented prevailing local market rental rate for comparable equipment for a comparable rental period and require the Owner's prior written approval. The total rental cost of an item shall not exceed its reasonable purchase price. Charges for operators, fuel, delivery, pickup, insurance, taxes, maintenance, or similar items shall not be duplicated.

32. 7. Cost Classification Matrix

Cost Element	Required Category
Corporate/home-office overhead and profit, including principals/executives and ordinary home-office support	CM/GC Fee
Preconstruction personnel, estimating, scheduling, constructability review, and ordinary preconstruction expense	Preconstruction Services
Construction Project Manager, Superintendent, Project Engineers, Assistant Superintendent, project-specific safety, scheduler, MEP/VDC support, and similar project staff	General Conditions
Project-specific travel, lodging, field office/trailers, office equipment, technology, communications, project signage, CM/GC safety supplies, sanitary facilities, drinking water, and similar project administration/site support	General Conditions

Cost Element	Required Category
Site-wide temporary fencing, barricades, pedestrian protection, traffic control/flagging, dust control, temporary access, and similar general logistics/protection	General Conditions
Site-wide temporary utility service, hookups, and utility consumption serving general construction operations	General Conditions
General site cleanup, dumpsters, and final construction cleanup not assigned to a specific trade	General Conditions
Construction surveying/building layout, trade permits, trade-specific scaffolding, cranes, temporary enclosures, weather protection, and similar trade-specific temporary work	Cost of the Work
Trade subcontractor work, approved CM/GC self-performed trade work, and permanent materials/equipment	Cost of the Work
Subcontractor bonds included in trade bids	Cost of the Work
Project-specific liability insurance	Insurance - separate category
Delegated-design professional liability maintained by responsible licensed design professionals	Cost of the Work / applicable delegated-design trade or subcontract unless separately stated in an Amendment
Contractor's Pollution Liability	Project-specific insurance - separate category unless included in accepted Project-Specific Liability Insurance basis
Performance and payment bonds	Bonds - separate category
Approved SDI/Subguard or similar program	Separate Risk Program
Builder's Risk; Owner-retained survey, geotechnical, special inspection/testing, and commissioning consultant fees	Owner Cost unless expressly assigned

Cost Element	Required Category
Fines, penalties, CM/GC-caused rework, corporate entertainment/marketing, and legal expense for claims against the Owner	Non-Reimbursable
CM/GC-Managed District-Performed Work; District-Performed Work not managed by the CM/GC; District-Managed Separate Work; and Owner-direct purchases	For CM/GC-Managed District-Performed Work, the underlying District labor, material, and equipment costs remain Owner costs and are excluded from Cost of the Work, but the agreed documented cost is included solely in the basis for calculating the accepted CM/GC Fee percentage. Unless otherwise agreed in writing, no additional markup, insurance, bond premium, or General Conditions apply beyond the Fee and any specifically approved incremental cost. District-Performed Work not managed by the CM/GC, District-Managed Separate Work, and Owner-direct purchases remain excluded from Cost of the Work / Fee / markup / General Conditions except for reasonable incremental coordination or other services specifically agreed to in writing.

33. 8. No Duplicate Recovery

A cost may be recovered in only one compensation category. Costs included in the Fee, General Conditions, Preconstruction lump sum, insurance, bonds, approved risk-program charge, or another separately stated category are not also reimbursable as Cost of the Work. The same cost may not be recovered through more than one rate, markup, allowance, contingency, or other category.

EXHIBIT F

KEY PERSONNEL AND STAFFING

Sweet Home High School Renovation and New Construction Project

POST-SELECTION COMPLETION

Complete this Exhibit from the selected CM/GC's accepted Staffing Matrix and proposal. The Project Manager, Preconstruction Manager/Lead Estimator, Project Superintendent, and any additional personnel expressly identified as key personnel are material commitments.

34. 1. Accepted Project Team

Role	Individual	Primary Phase(s)	Anticipated Commitment	Availability / Start	Current Significant Commitments
Principal / Executive -in- Charge	[_____ _]	[_____ _]	[_____ _]	[_____ _]	[_____ _]
Project Manager - KEY	[_____ _]	Precon / Construction / Closeout	[_____ _]	[_____ _]	[_____ _]
Preconstruction Manager - KEY	[_____ _]	Preconstruction	[_____ _]	[_____ _]	[_____ _]
Lead Estimator	[_____ _]	Preconstruction	[_____ _]	[_____ _]	[_____ _]
Project Superintendent - KEY	[_____ _]	Construction / Closeout	[_____ _]	[_____ _]	[_____ _]
Project Engineer / Assistant PM	[_____ _]	[_____ _]	[_____ _]	[_____ _]	[_____ _]

Role	Individual	Primary Phase(s)	Anticipated Commitment	Availability / Start	Current Significant Commitments
Assistant Superintendent	[_____] _]	[_____] _]	[_____] _]	[_____] _]	[_____] _]
Scheduler / MEP / VDC Support	[_____] _]	[_____] _]	[_____] _]	[_____] _]	[_____] _]
Safety Representative	[_____] _]	[_____] _]	[_____] _]	[_____] _]	[_____] _]
Other key individual : _____	[_____] _]	[_____] _]	[_____] _]	[_____] _]	[_____] _]

35. 2. Continuity and Substitution

Key personnel identified above are material commitments of the Construction Manager.

Substitution of key personnel is permitted only for good cause and with the Owner's prior written approval.

A proposed replacement must have qualifications and relevant experience equal to or greater than the person replaced.

A personnel substitution does not, by itself, increase the CM/GC Fee or General Conditions.

The Construction Manager shall provide reasonable advance notice of a proposed substitution when circumstances permit and shall provide a transition plan if requested by the Owner.

Approval of a replacement does not waive staffing, qualification, cost, availability, or continuity requirements.

36. 3. Staffing Adjustments During the Project

The parties recognize that staffing needs and levels of involvement may change as the Project progresses. Any material change to the accepted staffing approach that affects General Conditions, Fee, schedule, continuity, or Project performance shall be discussed promptly with the Owner and documented by written Modification if it changes Contract compensation or other binding requirements.

EXHIBIT G**SUBCONTRACTING AND SELF-PERFORMANCE REQUIREMENTS****Sweet Home High School Renovation and New Construction Project**

This Exhibit supplements, and does not replace or duplicate, Section 3.1.12.1, Article 7, and Article 9 of the Agreement. Subcontractor procurement, CM/GC or affiliate self-performance, related-party transactions, selection announcements, protests, unsuccessful-proposer discussions, and other procurement procedures are governed by the Agreement, the Supplementary Conditions, and applicable law. This Exhibit adds Project-specific procurement planning, package documentation, recordkeeping, and reporting requirements and does not establish a separate or alternative procurement method.

37. 1. Procurement Plan

Before soliciting subcontractor offers, the Construction Manager shall submit a written procurement plan to the Owner for review. The plan shall be updated as needed and shall identify the anticipated bid packages, procurement sequence, proposed selection methods, prequalification if any, market/outreach approach, schedule, and any anticipated CM/GC or affiliate self-performance.

38. 2. Bid Package Information

Required Item	Minimum Information
Package scope	Clear scope boundaries, alternates, allowances, schedule, and coordination requirements.
Selection method	Competitive method and evaluation basis; any prequalification or responsibility criteria.
Solicitation / outreach	Method and timing intended to provide qualified firms a reasonable opportunity to compete.
Bid / proposal instructions	Due date/time, submission method, required forms, exclusions/clarifications process, and applicable public-works requirements.
Evaluation / leveling	Scope leveling, qualifications/responsibility review, price comparison, exceptions, and recommendation.

Required Item	Minimum Information
Award recommendation	Recommended subcontractor/supplier, amount, material qualifications/exceptions, and effect on GMP/buyout.

39. 3. Agreement Procurement Procedures and Owner Review

The Construction Manager shall comply with the procurement, competition, self-performance, related-party, award, protest, and unsuccessful-proposer requirements stated in the Agreement, including Section 3.1.12.1, Section 7.8, and Article 9, and in the Supplementary Conditions. The Owner may review procurement procedures, prequalification criteria, bid packages, bid forms, bid/proposal leveling, recommended awards, and procurement records as provided in the Contract Documents. Owner review or objection does not relieve the Construction Manager of responsibility for procurement, scope completeness, subcontract administration, or performance of the Work.

40. 4. Procurement Records and Public Records

The Construction Manager shall preserve complete procurement records and provide them to the Owner upon request. Records are subject to the Owner's audit rights and applicable Oregon public records law. The Construction Manager may identify information it believes is exempt from disclosure, but the Owner determines its disclosure obligations under applicable law.

41. 5. Procurement Package Log

Package	Estimated Value	Solicitation Date	Selection Method	CM/GC / Affiliate Competing?	Award / Status
[_____] []	\$ [_____] []	[_____] []	[_____] []	[Yes / No]	[_____] []
[_____] []	\$ [_____] []	[_____] []	[_____] []	[Yes / No]	[_____] []
[_____] []	\$ [_____] []	[_____] []	[_____] []	[Yes / No]	[_____] []
[_____] []	\$ [_____] []	[_____] []	[_____] []	[Yes / No]	[_____] []

EXHIBIT H**DISTRICT-PERFORMED WORK, CM/GC-MANAGED DISTRICT-PERFORMED WORK, DISTRICT-MANAGED SEPARATE WORK, AND OWNER-DIRECT PURCHASES**

Sweet Home High School Renovation and New Construction Project

1. Definitions

District-Performed Work means work performed by District employees, including facilities personnel.

CM/GC-Managed District-Performed Work means District-Performed Work that the Owner and Construction Manager agree will be integrated into and managed as part of the Construction Manager's overall construction effort.

District-Managed Separate Work means discrete Work separately procured, contracted, and administered by the District rather than included in the Construction Manager's construction contract.

Owner-Direct Purchase means materials, furnishings, fixtures, equipment, or other items purchased directly by the Owner and excluded from the Construction Manager's purchase scope unless otherwise stated.

2. Collaborative Evaluation and Scope Documentation

The Owner and Construction Manager will work collaboratively during preconstruction and construction to identify opportunities for District-Performed Work, CM/GC-Managed District-Performed Work, District-Managed Separate Work, or Owner-Direct Purchases where an alternative approach may benefit the Project. In evaluating these opportunities, the parties will consider cost, schedule, coordination, safety, quality, warranty, procurement, staffing, operational impacts, and overall Project efficiency. When the Owner elects to proceed with an alternative approach, the parties will document the applicable scope boundaries, management and coordination responsibilities, schedule interfaces, agreed cost basis, and compensation treatment in an Early Work Amendment, Guaranteed Maximum Price Amendment, Change Order, or other written Project document, as appropriate.

For CM/GC-Managed District-Performed Work, the Construction Manager will provide the agreed construction management, scheduling, coordination, logistics, and related services necessary to integrate the work with the Project and will be entitled to its accepted Construction Manager's Fee percentage on the agreed documented cost of that work. The underlying District labor, material, and equipment costs remain Owner costs and are not Cost of the Work. Unless otherwise agreed in writing, CM/GC-Managed District-Performed Work will not result in additional markup, insurance, bond premium, General Conditions, or other compensation beyond the Construction Manager's Fee and any specifically approved incremental cost associated with managing or coordinating that work.

District-Performed Work that is not managed by the Construction Manager, District-Managed Separate Work, and Owner-Direct Purchases will remain outside the Construction Manager's Cost of the Work and Fee except for reasonable incremental coordination or other services specifically agreed to by the parties in writing.

Such documentation may also address site access, safety, testing, commissioning, warranty, protection of completed work, and closeout responsibilities as appropriate to the particular scope.

EXHIBIT I
DISTRICT ACCESS STANDARDS

These standards apply to the Construction Manager and all Subcontractors, suppliers, employees, agents, and other persons entering the Project site under their authority. These standards supplement, and do not replace, the Project-Specific Supplementary Conditions, including the requirements concerning unsupervised contact with students.

1. Campus Coordination. Sweet Home High School is an occupied campus. Construction access shall be coordinated with the Owner so school operations, student and staff circulation, emergency access, athletics, and other activities can continue safely.

2. Identification and Badging. Project personnel shall comply with Owner-required check-in, identification, and badging procedures. Badges and access credentials may not be shared or used by unauthorized persons.

3. Designated Access Points. Construction personnel, deliveries, and vehicles shall use the entrances, gates, routes, and staging areas designated or approved by the Owner. Exterior school doors and perimeter gates shall not be propped or left unsecured except when specifically approved and continuously controlled for the Work.

4. Separation of Construction and School Areas. The Construction Manager shall maintain appropriate fencing, barricades, signage, and other controls separating construction activities from students, staff, visitors, and the public. Project personnel shall not enter instructional or other non-Work areas except as authorized.

5. Deliveries and Traffic. Deliveries, large vehicle movements, and traffic-control activities shall be planned and coordinated to avoid unreasonable conflicts with student arrival and dismissal, buses, parent traffic, pedestrians, and emergency access.

6. After-Hours Access. Work outside normal school or Project hours shall be coordinated in advance with the Owner. The Construction Manager shall secure its work areas, gates, and authorized access points when personnel leave the site.

7. Keys and Electronic Access Credentials. Keys, cards, badges, codes, and other access credentials furnished by the Owner remain Owner property. The Construction Manager shall control their issuance and use, shall not duplicate them without written authorization, and shall promptly report any loss or compromise.

8. Emergency Access and Egress. Required exits, fire department access, emergency routes, and other life-safety access shall remain available except for temporary changes specifically coordinated and permitted under the Contract Documents.

9. Subcontractor Compliance. The Construction Manager is responsible for communicating and enforcing these access requirements at every tier and for promptly correcting access or security issues brought to its attention.

10. Student Contact and Background Checks. Requirements concerning student contact, background checks, fingerprinting, and related school-access obligations are governed by the Project-Specific Supplementary Conditions. Nothing in this Exhibit reduces those requirements.

EXHIBIT J

FORMS OF PAYMENT AND PERFORMANCE BONDS

Owner/Obligee: Sweet Home School District No. 55

Project: Sweet Home High School Renovation and New Construction Project, 1641 Long
Street, Sweet Home, Oregon 97386

These are the prescribed bond forms referenced in Contract Exhibit B, Section B.3.5, unless
the Owner approves a different form in writing.

PERFORMANCE BOND

(Bond No. _____)

The undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____ are held and bound unto _____ and its heirs, executors, administrators, and assigns as Obligee, in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Construction Contract ("Contract") dated _____, 202_ with Sweet Home School District No. 55, as Obligee, for the Sweet Home High School Renovation and New Construction Project ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall faithfully, punctually and completely perform and abide with the covenants, terms, conditions and provisions of said Contract and any extensions thereof in all respects and within the time prescribed therein, including, but not limited to, the terms of any warranty and guarantee required under the said Contract; shall pay all laborers, mechanics, subcontractors, material and equipment suppliers and all persons supplying to Principal or its subcontractors and suppliers at any tier labor, materials, supplies or equipment for the prosecution of the work or any part thereof; shall fully defend, indemnify and hold Obligee harmless from all cost and damage that Obligee may suffer by reason of Principal's failure to do so; and shall in all respects perform said Contract according to applicable law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event that Principal shall be, and declared by Obligee to be in default under the Contract, the Surety, at the request of the Obligee, shall promptly remedy the default in a manner acceptable to the Owner.

Surety shall within ten (10) business days after notice of claim or potential claim on this Bond, provide to Obligee either a cure, or a written plan for addressing the claim, either of which shall require the reasonable approval in writing of Obligee.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Obligee does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Subcontractors or Contractor's use of Project funds.

No prepayment or delay in payment and no change, extension, assignment, addition or alteration of any provision of said Contract and no forbearance on the part of Obligee shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Obligee and judgment or award is entered in Obligee's favor, Surety shall pay all of Obligee's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees.

In the event there is an arbitration clause in said Contract, Surety agrees to participate in and to be bound by any such arbitration to the same extent Principal is bound.

Nonpayment of the bond premium will not invalidate this bond, nor shall any Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, and other applicable Oregon laws and regulations, the provisions of which hereby are incorporated into this bond and made a part hereof.

Executed this ____ day of _____, 202_

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address

PAYMENT BOND

(Bond No. _____)

The undersigned, _____ as Principal and _____, as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto _____ and its heirs, executors, administrators, and assigns as Obligee, for the use and benefit of all persons or entities that provide labor, materials, equipment or supplies for use under the Contract described below, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a Construction Contract ("Contract") dated _____, 202_ with Sweet Home School District No. 55, as Obligee, for the Sweet Home High School Renovation and New Construction Project ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall promptly make payment to all persons or entities that provide labor, material, equipment or supplies for use under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event that Principal shall be, and declared by Obligee to be in default under the Contract, the Surety, at the request of the Obligee, shall promptly remedy the default in a manner acceptable to the Owner.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Obligee does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Architect, Subcontractors or Principal's use of Project funds.

Principal and Surety hereby jointly and severally agree that any person or entity that provides labor, material, equipment or supplies for use under said Contract and has not been paid in full, and any other party entitled to make claim on the bond under ORS 279C, if notice is given within the applicable time period set forth in ORS 279C.605, may sue on this bond for the use of such person or entity, prosecute the suit to final judgment for such sums as may be justly due and owing claimant and have execution thereon. Obligee shall not be liable for the payment of any damages, costs or expenses (including attorney fees) awarded in any such suit.

No prepayment or delay in payment and no change, extension, assignment, addition or alteration of any provision of said Contract and no forbearance on the part of Obligee shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Obligee and judgment or award is entered in Obligee's favor, Surety shall pay all of Obligee's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees.

Nonpayment of the bond premium will not invalidate this bond, nor shall any Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, and other applicable Oregon laws and regulations, the provisions of which hereby are incorporated into this bond and made a part hereof.

Executed this _____ day of _____, 202_.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address

Exhibit K – Lien/Claim Waiver Forms

From: _____ (Name of Firm Giving Release) _____ (Business Address) _____ (City, State, Zip Code)	Project: _____ (Project Name) _____ (Project Address) _____ (City, State, Zip Code)
Contact Person: _____	Project Manager: _____
Contact Telephone: _____	Project Telephone: _____

CONDITIONAL WAIVER AND RELEASE – PROGRESS PAYMENT

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from (Name of Firm writing check:) _____ in the sum of \$_____ and when the check has been properly endorsed and has been paid by the institution upon which it was drawn, this document shall become effective to waive and release pro tanto any and all Claims which the undersigned has or may now have on the above referenced job, the Owner of the Project. This release covers all payment for labor, services, equipment or materials furnished and/or other claims through and for work forward through (date) _____, including changes if any, but does not cover the right to payment of unreleased retention or items furnished after that date. Before any recipient of this document relies on it said party should verify evidence of payment to the undersigned. The undersigned represents and warrants that this waiver and release is effective to waive and release all Claims of persons or entities providing labor, services, equipment, or materials furnished to the below-referenced job by or on behalf of the undersigned company, or its subcontractors or suppliers at any tier. To the fullest extent permitted by law, "Claims" includes claims of any nature, known or unknown, including without limitation all suits, debts, demands, stop notice rights, causes of action and claims for payment, claims on bonds, claims under the laws or statutes of the municipality, state or federal government, rights under prompt payment statutes, claims of negligence, breach of contract, time, delay or impact claims, and any claim of or right to lien under municipal, state or federal laws or statutes relating to construction or mechanics' liens with respect to and on the above referenced Project and the improvements thereon. "Claims" does not include claims against an insurance company on an insurance policy.

In consideration of the foregoing, the undersigned agrees to indemnify, defend and hold harmless Owner and any upper-tier contractor ("Upper-Tier Contractors") from any Claims made by the undersigned and/or its subcontractors, suppliers, laborers, employees, materialmen, or other assigns of such persons against Owner, Upper-Tier Contractors or the Project. The undersigned further agrees to indemnify and reimburse all persons so relying on this release and acknowledgment for any and all sums, including attorney fees and costs that may be incurred as a result of such claims.

This instrument shall constitute a full, final, and complete release of all claims, rights, and demands of the undersigned arising out of or relating to the above Project for the period ending on the above-referenced date, subject to any express exceptions herein.

NOTICE: THIS DOCUMENT WAIVES RIGHTS CONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, Contractor has executed this Conditional Waiver and Release and final discharge as of this ____ day of _____, 20__.

 (Company)
By: _____
Title: _____

Exhibit K – Lien/Claim Waiver Forms

From: _____

Project: _____
 (Project Name)

 (Project Address)

 (City, State, Zip Code)

Contact Person: _____
Contact Telephone: _____

Project Manager: _____
Project Telephone: _____

UNCONDITIONAL WAIVER AND RELEASE - PROGRESS PAYMENT

The undersigned does hereby acknowledge that the undersigned has received progress payments in the sum of \$ _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby waive and release pro tanto any and all Claims which the undersigned has or may have on the above referenced job. This release covers all payment for labor, services, equipment or materials furnished and/or other claims to the above referenced job through and for work forward through (date) _____, including changes if any, but does not cover the right to payment of unreleased retention or items furnished after that date. The undersigned represents and warrants that this waiver and release is effective to waive and release all Claims of persons or entities providing labor, services, equipment, or materials furnished to the below-referenced job by or on behalf of the undersigned company, or its subcontractors or suppliers at any tier. To the fullest extent permitted by law, "Claims" includes claims of any nature, known or unknown, including without limitation all suits, debts, demands, stop notice rights, causes of action and claims for payment, claims on bonds, claims under the laws or statutes of the municipality, state or federal government, rights under prompt payment statutes, claims of negligence, breach of contract, time, delay or impact claims, and any claim of or right to lien under municipal, state or federal laws or statutes relating to construction or mechanics' liens with respect to and on the above referenced Project and the improvements thereon. "Claims" does not include claims against an insurance company on an insurance policy.

In consideration of the foregoing, the undersigned agrees to indemnify, defend and hold harmless Owner and any upper-tier contractor ("Upper-Tier Contractors") from any Claims made by the undersigned and/or its subcontractors, suppliers, laborers, employees, materialmen, or other assigns of such persons against Owner, Upper-Tier Contractors or the Project. The undersigned further agrees to indemnify and reimburse all persons so relying on this release and acknowledgment for any and all sums, including attorney fees and costs that may be incurred as a result of such claims.

This instrument shall constitute a full, final, and complete release of all claims, rights, and demands of the undersigned arising out of or relating to the above Project for the period ending on the above-referenced date, subject to any express exemptions herein.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, Contractor has executed this Unconditional Waiver and Release and final discharge as of this _____ day of _____, 20__.

(Company)

By: _____

Title: _____

Exhibit K – Lien/Claim Waiver Forms

From: _____
(Name of Firm Giving Release)

(Business Address)

(City, State, Zip Code)

Project: _____
 (Project Name)

 (Project Address)

 (City, State, Zip Code)

Contact Person: _____
Contact Telephone: _____

Project Manager: _____
Project Telephone: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

The undersigned does hereby acknowledge that the undersigned has been paid and has received total payments in the sum of \$_____ for, labor, services, equipment or materials furnished to the above-referenced job, and does hereby unconditionally waive and release any and all Claims which the undersigned has or may have on the above-referenced job. The undersigned represents and warrants that this waiver and release is effective to waive and release all Claims of persons or entities providing labor, services, equipment, or materials furnished to the below-referenced job by or on behalf of the undersigned company, or its subcontractors or suppliers at any tier, and that all such persons and entities have been paid in full for their work on the below-referenced job. To the fullest extent permitted by law, "Claims" includes claims of any nature, known or unknown, including without limitation all suits, debts, demands, stop notice rights, causes of action and claims for payment, claims on bonds, claims under the laws or statutes of the municipality, state or federal government, rights under prompt payment statutes, claims of negligence, breach of contract, time, delay or impact claims, and any claim of or right to lien under municipal, state or federal laws or statutes relating to construction or mechanics' liens with respect to and on the above referenced Project and the improvements thereon. "Claims" does not include claims against an insurance company on an insurance policy.

In consideration of the foregoing, the undersigned agrees to indemnify, defend and hold harmless Owner and any upper-tier contractor ("Upper-Tier Contractors") from any Claims made by the undersigned and/or its subcontractors, suppliers, laborers, employees, materialmen, or other assigns of such persons against Owner, Upper-Tier Contractors or the Project. The undersigned further agrees to indemnify and reimburse all persons so relying on this release and acknowledgment for any and all sums, including attorney fees and costs that may be incurred as a result of such claims.

This instrument shall constitute a full, final, and complete release of all claims, rights, and demands of the undersigned arising out of or relating to the above Project.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, Contractor has executed this Unconditional Waiver and Release and final discharge as of this ____ day of _____, 20__.

(Company)
By: _____
Title: _____