

Project Delivery Plan

Two-Phase Design-Build with Owner Off-Ramp

Kiowa Tribe

Keys Building Renovation

Companion document to the accepted Scope of Work

Purpose of this document

This document describes how the Keys Building renovation will be delivered. It defines the two phases of work, the deliverables that close each phase, and the Owner's decision rights between them. It is the project execution logic. Procurement terms, contract conditions, insurance, bonding, and indemnification language will be incorporated by Owner's procurement and legal counsel and are not addressed here.

1. Delivery Method

The Keys Building renovation will be delivered as a two-phase Design-Build engagement under a single contract with the Design-Builder. The two phases are sequential. Phase 1 is design and validation. Phase 2 is final design completion and construction. Between the two phases is a defined Owner decision point at which the Owner elects whether to proceed.

This structure was selected for three reasons specific to this project:

- The Owner has already accepted a concept design and a defined program. A second design competition is unnecessary.
- Three site conditions create real cost uncertainty that cannot be responsibly priced before they are investigated: the existing foundation adequacy, the grade differential between the building and utility tie-ins, and the storm shelter feasibility question. Pricing these as contingency in a lump-sum bid would force the Owner to pay for risk that may not exist.
- A single Design-Builder maintains design and construction accountability through one entity. This reduces the Owner's coordination burden and removes the seam between designer and builder that typically generates change orders.

Phase 1 advances the design to the point where these unknowns are resolved and a firm lump-sum price for Phase 2 can be offered. The Owner is not obligated to accept that price.

2. Phase 1: Design and Validation

2.1 Objective

Advance the accepted concept design to permit-ready construction documents, resolve identified site and existing-condition unknowns, and deliver a firm lump-sum price and schedule for Phase 2 construction.

2.2 Compensation

Phase 1 is performed for a fixed lump-sum fee, agreed and incorporated by reference at contract execution. The fee covers all Phase 1 design, investigation, and validation work described below. The Phase 1 fee is fully earned upon delivery of the Phase 1 Completion Package described in Section 2.5, regardless of the Owner's subsequent decision on Phase 2.

2.3 Scope of Work

Design Development

- Architectural, structural, mechanical, electrical, plumbing, fire protection, low-voltage, and civil design advanced to permit-ready construction documents.
- Interior design package covering finishes, fixtures, millwork, and built-in equipment for both the Dwelling Area and Advocate Area, with elevated finishes in public and shared spaces and durable trauma-informed finishes in resident-occupied spaces.
- Specifications, material schedules, and equipment lists sufficient to support pricing.
- All design coordination with the Authority Having Jurisdiction required for permit submittal.

Existing Conditions Investigation

- Existing foundation evaluation, including any required structural assessment, to confirm adequacy for the renovation loads or to define required reinforcement.
- Utility verification, including capacity and tie-in feasibility for water, sanitary, storm, electrical, gas, and communications.
- Topographic survey and geotechnical investigation sufficient to resolve grading, utility routing, and stormwater design for the 10 to 15 foot elevation differential between the building and utility tie-in locations.
- Environmental and cultural review for any proposed tree removal, coordinated with the environmental assessment attached to the Scope of Work.

Storm Shelter Determination

The existing structure on the west side of the building was previously identified for potential storm shelter use, with open questions regarding ventilation and overall suitability. During Phase 1 the Design-

Builder will investigate the existing structure, evaluate it against current storm shelter requirements, and recommend either repurpose with defined scope of remediation or new construction. The recommendation, with cost basis, will be included in the Phase 1 Completion Package.

Pricing and Schedule

- Open-book pricing development covering all trades, with subcontractor and vendor quotes documented.
- Construction schedule from notice to proceed for Phase 2 through substantial completion and closeout.
- Allowances, if any, identified and quantified with the rationale for each.
- Risk register identifying any remaining items that cannot be fully priced and the proposed treatment for each.

2.4 Owner Involvement During Phase 1

Owner involvement during Phase 1 is structured around scheduled review meetings rather than continuous design coordination. The Owner is asked to make decisions only on items that require Owner input. The Design-Builder will provide:

- A written decision log identifying the questions on which Owner input is required, with recommendations and supporting rationale.
- Three formal design reviews at approximately 30%, 60%, and 90% design completion.
- Batched approval requests rather than item-by-item coordination.
- A single Design-Builder point of contact for all Owner communications.

The Owner is not expected to direct design, manage subconsultants, or coordinate disciplines. Where the Owner has designated an Owner's Representative, that representative is the Owner's interface to the Design-Builder and is empowered to act on the Owner's behalf within authority granted by the Owner.

2.5 Phase 1 Completion Package

Phase 1 concludes upon delivery of the Phase 1 Completion Package, which contains:

- Permit-ready construction documents for the building renovation and site work.
- Interior design package, including finish schedules, fixture and equipment specifications, and millwork drawings.
- Documentation of all existing conditions investigation, including foundation assessment, utility verification, topographic survey, and geotechnical report.
- Storm shelter recommendation with supporting investigation and pricing basis.

- Lump-sum price for Phase 2, supported by open-book pricing documentation.
- Construction schedule for Phase 2.
- Risk register and allowance schedule, if applicable.
- All permits applied for and any permit status documentation available at the time of delivery.

3. Owner Decision Point

Following delivery of the Phase 1 Completion Package, the Owner reviews the deliverables and the Phase 2 lump-sum price. The Owner then elects one of the following:

3.1 Proceed to Phase 2

The Owner accepts the Phase 2 lump-sum price and authorizes the Design-Builder to proceed. Phase 2 is executed under the same contract by a written amendment incorporating the agreed price, schedule, and any final clarifications. No second procurement is required.

3.2 Decline and Off-Ramp

The Owner elects not to proceed. Upon written notice of the Owner's election, the contract terminates with no further obligation on either party beyond the following:

- The Owner has already paid, or pays, the Phase 1 lump-sum fee.
- The Owner receives the complete Phase 1 Completion Package, including all design deliverables, investigation reports, and documentation, free and clear and without further cost or license fee. The Owner may use these deliverables to procure construction by any other means.
- The Design-Builder is released from any obligation to perform Phase 2.

No buyout, success fee, design license fee, or termination fee is payable by the Owner at the off-ramp. The Owner's only financial obligation is the Phase 1 fee, which is paid for work already delivered.

3.3 Decision Timeline

The Owner has thirty (30) calendar days from delivery of the Phase 1 Completion Package to make an election. The Phase 2 price is held firm during this thirty-day period. If the Owner requires additional time, the Design-Builder and Owner may agree in writing to extend the decision period; pricing during any extension is subject to documented escalation if material changes occur.

4. Phase 2: Construction

4.1 Basis

Phase 2 is executed at the lump-sum price accepted by the Owner at the Decision Point, under the construction documents delivered in the Phase 1 Completion Package.

4.2 Scope

Phase 2 includes all work required to deliver the renovated Keys Building and developed site as described in the accepted Scope of Work, including:

- Selective demolition and all construction trades.
- Building renovation across both the Dwelling Area and Advocate Area.
- Site work, including the parking lot, sidewalks, perimeter fence, playground, storm shelter (per Phase 1 determination), grading, stormwater management, utility connections, landscaping, and exterior lighting.
- Startup, testing, and commissioning of all installed systems.
- Owner training, record drawings, operations and maintenance manuals, and warranty documentation.
- Final closeout and turnover.

4.3 Changes During Phase 2

Because the Phase 2 price is supported by completed design, validated existing conditions, and documented open-book pricing, change orders during Phase 2 are expected to be limited to:

- Owner-directed scope changes.
- Genuinely concealed conditions that were not reasonably discoverable during Phase 1 investigation.
- Changes mandated by the Authority Having Jurisdiction after permit issuance.

All other risk is held by the Design-Builder under the lump-sum price.

5. Roles and Responsibilities

Party	Responsibility
Owner (Kiowa Tribe)	Provides program direction at scheduled reviews, makes decisions on items presented for Owner input, pays the Phase 1 fee, elects whether to proceed at the Decision Point, and pays the Phase 2 lump sum if elected. Designates an Owner's Representative if desired.

Party	Responsibility
Owner's Representative	Interfaces with the Design-Builder on behalf of the Owner, attends design reviews, reviews Design-Builder submittals, and acts within authority granted by the Owner.
Design-Builder	Single point of responsibility for design and construction. Manages all design disciplines, subcontractors, vendors, and consultants. Delivers Phase 1 work and the Phase 1 Completion Package. Performs Phase 2 if elected by the Owner.
Authority Having Jurisdiction	Reviews permit applications and issues permits. The Design-Builder coordinates all AHJ interactions.

6. Schedule Framework

The following durations are placeholders for development during contract negotiation. Final durations will be established based on the Design-Builder's proposed schedule and Owner concurrence.

(Money spent by end of 2027)

Milestone	Duration	Cumulative
Notice to Proceed, Phase 1	Day 0	Day 0
Phase 1 design and validation	TBD weeks	TBD
Phase 1 Completion Package delivered	Milestone	TBD
Owner decision period	30 days	TBD
Phase 2 construction (if elected)	TBD months	TBD
Substantial completion	Milestone	TBD
Final completion and closeout	TBD weeks	TBD

7. Relationship to Other Documents

This Project Delivery Plan is a companion to the Scope of Work titled “Kiowa Tribe - Keys Building Renovation, Scope of Work,” which has been accepted by the Owner. In the event of conflict between this document and the Scope of Work on questions of project content, the Scope of Work governs. In

the event of conflict on questions of delivery process, phasing, or Owner decision rights, this Project Delivery Plan governs.

Terms and conditions, contract general conditions, insurance, bonding, indemnification, dispute resolution, payment terms, lien waiver requirements, prevailing wage applicability, and any other procurement and legal provisions will be developed by the Owner's procurement and legal counsel and incorporated into the executed contract. Nothing in this document is intended to supersede those provisions.

— End of Project Delivery Plan —