KITSAP COUNTY PUBLIC WORKS SEWER UTILITY DIVISION

REQUEST FOR QUALIFICATIONS 2024 – 012



CKTP Solids and Liquid Hauled Waste Upgrades General Contractor/Construction Manager Services



Table of Contents

Section 1	Background	4
1.1	Introduction	4
1.2	Reasons for GC/CM and Heavy Civil Construction Project	4
Section 2	Project Overview	6
2.1	Project Site and Location	6
2.2	Project Scope and Technical Requirements	7
2.3	Project Budget and Funding	8
2.4	Project Schedule	9
Section 3	GC/CM Services	9
3.1	General	9
3.2	Roles and Responsibilities	
Section 4	Procurement Process	13
4.1	Communications	
4.2	Procurement Schedule	
4.3	Pre-SOQ Meeting	
Section 5	SOQ Submission Requirements	14
Section 5 . 5.1	SOQ Submission Requirements	
	•	
5.1	Submittal Place and Deadline	
5.1 5.2	Submittal Place and Deadline Submission Format Submission Content Cover/Title Page	
5.1 5.2 5.3 5.3.2 5.3.2	Submittal Place and Deadline Submission Format Submission Content L Cover/Title Page 2 Transmittal Letter	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2	Submittal Place and Deadline Submission Format Submission Content Cover/Title Page Transmittal Letter Part 1 – Executive Summary	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.2	Submittal Place and Deadline Submission Format Submission Content Cover/Title Page Transmittal Letter Part 1 – Executive Summary Part 2 – Contractor Profile	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.4	Submittal Place and Deadline Submission Format Submission Content L Cover/Title Page 2 Transmittal Letter 3 Part 1 – Executive Summary 4 Part 2 – Contractor Profile 5 Part 3 – Project Team Structure and Key Personnel	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.5 5.3.6	Submittal Place and Deadline	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.4 5.3.6 5.3.6	Submittal Place and Deadline	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.4 5.3.6 5.3.6 5.3.7	Submittal Place and Deadline	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4	Submittal Place and Deadline	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.4 5.3.6 5.3.6 5.3.7	Submittal Place and Deadline	14 14 15 16 16 16 16 16 16 19 20 22 22 24 24 24 24
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4	Submittal Place and Deadline	
5.1 5.2 5.3 5.3.2 5.3.2 5.3.2 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4 5.3.4	Submittal Place and Deadline	



REQUEST FOR QUALIFICATIONS 2024-012 General Contractor/Construction Manager Services for CKTP Solids and Liquids Hauled Waste Upgrades Project

6.3	SOQ Minimum Requirements (Pass/Fail) (Step 1)26
6.4	SOQ Evaluation Criteria (Step 1)
6.5	Interviews of Shortlist (Step 2)
6.6	Price Proposals (Step 2 continued)
6.7	Agreement Review/Proprietary Meetings (Step 2 continued)29
6.8	Contractor Selection
Section 7	Conditions for Respondents
7.1	Owner Authority
7.2	Ineligible Firms and Individuals
7.3	Respondent's Responsibility
7.4	Conflict of Interest
7.5	Confidential Information
7.6	Rights of the Owner
7.7	Obligation to Keep Project Team Intact
7.8	Addenda
7.9	Protests
RFQ Atta	chment A Definition of Terms
RFQ Atta	chment B Project Background Documents1
RFQ Atta	chment C Forms for Affirmation of Compliance1
RFQ Atta	hment D Draft Preconstruction Services Scope of Work1



Section 1. Background

1.1 Introduction

The Kitsap County Sewer Utility (Owner) is requesting Statements of Qualifications (SOQs) from prospective General Contractor/Construction Managers (Respondents) for Preconstruction Services and Construction Services for the Central Kitsap Treatment Plant (CKTP) Solids and Liquids Hauled Waste (LHW) Upgrades Project (Project) under the Heavy Civil Construction process of the Revised Code of Washington (RCW) 39.10. This Request for Qualifications (RFQ) invites SOQs to be submitted by Respondents according to the requirements set forth in this RFQ including the format and content guidelines in Section 5 (SOQ Submission Requirements). Pursuant to RCW 39.10, Alternative Public Works Contracting Procedures, the Owner intends to award a contract for GC/CM services utilizing a streamlined two-step competitive process to select the most qualified Respondent (Contractor). The two-step process is described in Section 6 (SOQ Evaluation and Contractor Selection). The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and/or as defined in RFQ Attachment A – Definition of Terms.

The General Contractor/Construction Manager (GC/CM) delivery method will be executed in two phases:

- **Preconstruction Services** encompass constructability reviews, value engineering, estimating, and scheduling activities. Preconstruction Services may also involve securing an Alternative Subcontractor in collaboration with Owner in accordance with RCW 39.10.385 requirements. Preconstruction Services are completed when the design is at least 90 percent complete and when there is agreement on the Construction Services Proposal, inclusive of project schedule, negotiated Maximum Allowable Construction Cost (MACC), and Total Contract Cost (TCC) in accordance with the GC/CM Agreement. Upon such agreement, Owner intends to execute an amendment for construction services (Construction Services Amendment).
- **Construction Services** will commence upon execution of a Construction Services Amendment in which the Contractor assumes the general contractor role. These services encompass further design review, procurement of subcontractors and vendors, selfperformance of certain elements of the construction (where permitted and at the Owner's discretion), and full construction and commissioning. If multiple Construction Services Amendments are executed, the Contractor may continue to provide Preconstruction Services concurrent with Construction Services.

In no event will the Owner be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

1.2 Reasons for GC/CM and Heavy Civil Construction Project

The Project will utilize the GC/CM alternate Public Works contracting procedure authorized in RCW 39.10.908. The Owner's use of the "heavy civil" GC/CM process for this Project was



approved on January 26, 2024 by the State of Washington's Project Review Committee (PRC), a committee appointed by the Capital Projects Advisory Review Board. The Owner and PRC have determined that this project meets the criteria established in RCW 39.10.340 for use of the GC/CM procedure. Furthermore, the PRC approved both the Project as a "heavy civil" construction project as defined by RCW 39.10.908 as well as the Contractor's option to utilize an Alternative Subcontractor selection process as defined by RCW 39.10.385.

Among the most important factors in this determination and the reasons for using GC/CM include the following:

- 1. The critical importance of having the Contractor involved during the design phase to consider constructability and operability, promote risk avoidance, and identify cost and schedule savings.
- 2. The construction sequencing for the Project is complex. Maintaining schedule, and phasing the work appropriately, will be critical for coordinating the improvements with operation and maintenance activities.
- 3. The facility operates continuously and is considered a critical infrastructure facility that must remain operational. Significant coordination is required to avoid compromising the plant's ability to treat wastewater, receive septage, and comply with its water quality permit.

The Owner expects that the GC/CM procurement and project delivery method will provide a fiscal benefit through greater cost certainty associated with the TCC; reduced claim risks; reduced change orders because of early Contractor involvement with the Project; and opportunity to optimize scope, delivery, and overall schedule.

The main reason for procuring the Project as "heavy civil" is for having a greater level of negotiated self-performed work than allowed by RCW 39.10.390. This approach allows for the Contractor to self-perform work categories requiring specialized construction means and methods, such as:

- Supply and installation of specialized process equipment.
- Mechanical equipment/piping supply and installation.
- Yard piping supply and installation.
- Structural concrete installation.
- Structural steel installation.



The Owner expects to benefit from the knowledge and experience of the Contractor to obtain a high-value and high-quality Project at a reasonable cost. It is anticipated that the Contractor will better control the project schedule and overall quality of the construction and project performance with the ability to self-perform a greater level of project work. **Self-performed work requirements shall be in accordance with RCW 39.10.908**.

By selecting the GC/CM delivery method for this Project, the Owner expects the Contractor to collaborate closely with the Owner and its Design Engineer, HDR (Design Engineer), during Preconstruction Services to develop a design that achieves the Owner's objectives at a mutually agreeable TCC for delivery of the Project. During Construction Services, the Owner also expects the Contractor to construct the Project, within the TCC and schedule, through commissioning and startup. Additionally, the Owner hired Carollo as Owner's Advisor (OA) to provide assistance during the GC/CM procurement process on behalf of the Owner throughout the Project. Ongoing coordination services and meetings with the OA will be required during the GC/CM selection process as well as during Preconstruction Services.

Section 2. Project Overview

2.1 Project Site and Location

The CKTP is located on the Kitsap Peninsula, west of Seattle across Puget Sound at 12351 Brownsville Highway, Poulsbo, WA, 98370, west of Port Orchard Bay between Brownsville Highway NE and Old Military Road NE. The approximate location of the site is shown in Figure 1.



Figure 1. Approximate Project Site Location 2024-012: CKTP Solids and Liquids Hauled Waste Upgrades



2.2 **Project Scope and Technical Requirements**

The CKTP provides wastewater treatment for much of the central Kitsap Peninsula. The existing plant consists of headworks, primary clarifiers, aeration basins, secondary clarifiers, and UV disinfection. Solids, including those hauled from the Kitsap County's other treatment plants, are thickened and digested anaerobically before dewatering and disposal. CKTP also receives liquid hauled waste (LHW) in the form of septage and fats, oils, and grease (FOG).

The plant is rated for maximum month flow rate of 6.0 million gallons per day (MGD) as listed in the NPDES Permit. The treated effluent is discharged to Port Orchard Bay of the Puget Sound in accordance with the NPDES Permit.

The key components of the current solids handling side of the plant include gravity thickeners, boiler-heated anaerobic digesters, a septage receiving station, and an in-plant pump station. Given the age of the equipment, the steady increase in both WWTP solids and LHW, and changing permit conditions, the facilities currently experience capacity, operational and performance issues. A lack of redundancy also constrains routine maintenance and emergency operation. The condition of the digesters is of critical concern. Failure would affect septage receiving services for the entire region.

The Owner recently completed a facility planning effort (as part of an updated Wastewater General Sewer Plan) that includes recommendations for significant upgrades to the solidsprocessing portion of the CKTP. Based on the recommendations, HDR prepared the Basis of Design Report (BODR) that is provided in RFQ Attachment B – Project Background Documents and serves as a basis of design and engineering report for the improvements in the Project. The following unit processes will require upgrades and/or replacements:

- Anaerobic digesters.
- Primary sludge and septage thickening.
- Septage receiving.
- FOG receiving.
- In-plant pump station.
- Maintenance Building.

To address scheduling and funding source availability, it is anticipated that upon 60% design completion the Work will be separated into two design packages on different design completion schedules, allowing for construction activities and funding to commence earlier for some of the project. Scope for the two packages has been preliminarily identified and will be finalized based on collaboration with the Contractor during Preconstruction Services.



The following general scope items are identified for the earlier Work package:

- Demolition.
- Site civil.
- Digester control system.
- Thickening.
- New digesters.
- Septage receiving.

The following unit processes are identified for the later Work package:

- Maintenance building.
- FOG receiving.
- Existing digester rehabilitation.
- In-plant pump station.
- Repurposing gravity thickeners (for centrate storage).

Additional information specific to the Project scope and technical requirements is provided in RFQ Attachment B – Project Background Documents. Documents made available to Respondents via the electronic reference library (see RFQ Attachment B – Project Background Documents) are for the purpose of illustrating the scope and scale of the project based on its current definition. The Owner is providing these documents only for the purpose of informing SOQ development and does not confer a license or grant for any other use.

2.3 Project Budget and Funding

The MACC is currently estimated at \$80.4 million. The current design documents that serve as the basis for the estimate are included in the electronic reference library (see RFQ Attachment B – Project Background Documents). This project is anticipated to be funded through a combination of low interest State Revolving Funds (SRF), Water Infrastructure Finance and Innovation Act (WIFIA) funding, Defense Community Infrastructure Program (DCIP) funding (which will have Build America, Buy America requirements), municipal bonds, and/or cash to provide the capital funding needed for the Project.

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall



be, a party to any contract or any subcontract resulting from this solicitation for bids. Additionally, to preserve Owner's eligibility for these federal funds, this solicitation is subject to Title 40 CFR Part 33, Participation By Disadvantaged Business Enterprises In United States Environmental Protection Agency Programs. Pursuant to 40 CFR 33.301, a recipient is required to make good faith efforts related to Disadvantaged Business Enterprises (DBE) whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement. Respondents will be required to demonstrate they have taken the six Good Faith Efforts steps described in 40 CFR 33.301 Subpart C. If the Owner does utilize SRF funding, the successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

2.4 Project Schedule

Table 1 summarizes the current anticipated Project schedule. A more detailed schedule is provided in RFQ Attachment B – Project Background Documents.

Table 1. Project Schedule		
Date	Description	
April 2024	30% Design Completed	
June 2024	GC/CM Agreement Executed	
July 2024	60% Design Completed (early Work package)	
October 2024	90% Design Completed (early Work package)	
December 2024	Begin MACC Negotiation (early Work package)	
January 2025	Construction Services Amendment Executed (for early Work package)	
January 2028	Project Substantially Complete	

Section 3. GC/CM Services

3.1 General

As noted in Section 1 (Background), the Contractor will provide services in two distinct phases: Preconstruction Services and Construction Services.

• **Preconstruction Services:** The Contractor will work collaboratively with the Owner and Design Engineer, as a member of the project team to review and provide input to significant aspects of the project. The Preconstruction Services will be performed over a period as described in Section 2.4 (Project Schedule). Among the tasks the Contractor will perform during preconstruction are the following: develop recommendations regarding means and methods, safety and security; construction sequencing analysis



and schedule development; cost estimate development, cost development tracking, and identification of saving measures; identification and participation in value engineering; subcontract planning; risk management; definition of operations and maintenance interface management; identification of early work packages; and other tasks related to work constructability and avoidance/mitigation of project risks. At Owner's discretion, the Contractor may also collaborate with the Owner to procure Alternative Subcontractor services in accordance with RCW 39.10.385. The Contractor will provide necessary consulting expertise and experience to the Owner and its Design Engineer to assist in decision-making. The Contractor and Owner will enter into negotiations for a MACC no earlier than 90 percent completion of construction documents (in accordance with RCW 39.10.370),. Upon agreement on a MACC, a Construction Services Amendment will be executed for Construction Services. A draft scope of work for Preconstruction Services is included as RFQ Attachment D – Draft Preconstruction Services Scope of Work.

• **Construction Services:** If a MACC is agreed upon by the Owner and the Contractor and a Construction Services Amendment is executed, the Contractor will provide full general contracting services for construction of the Project in accordance with the requirements of the Contract Documents and RCW 39.10.340 through 39.10.410 and 39.10.908, except to the extent work is specifically indicated in the Contract Documents to be the responsibility of others. Construction Services will include soliciting bids for the initial subcontract bid packages, recognizing that the Owner and the Contractor may have previously agreed to permit early subcontract bidding for some subcontract bid packages, as authorized in RCW 39.10. If for any reason the Owner and the Contractor do not execute a Construction Services Amendment, the Contractor will have no recourse whatsoever against the Owner for such failure to enter into a construction contract. In that case, the Owner will decide to either negotiate with the next highest scored firm, or terminate the GC/CM process.

If multiple Construction Services Amendments are executed, the Contractor may continue to provide Preconstruction Services concurrent with Construction Services. More detailed information about the scope of work for Construction Services and draft contract documents will be provided in the RFPP.

3.2 Roles and Responsibilities

Table 2 below delineates the anticipated roles and responsibilities of the Owner, Contractor, Design Engineer, and OA in support of project success.



Table 2. Roles and Responsibilities

Role	Owner	Contractor	Design Engineer	Owner's Advisor
Project Management	 Make day-to-day decisions Approve design and construction plans Manage contracts with Carollo as Owner's Advisor, HDR as Design Engineer, and Contractor Provide project funding Approve scope changes Coordinate with Owner operations 	 Single point of contact with the Owner's project manager for construction-related items Develop and implement project management and quality management plans Perform risk management and mitigation activities Establish and maintain change order management plan Develop and implement Project health and safety practices Facilitate resolution of Project issues and challenges Develop and maintain a Project schedule 	• Provide Owner technical information as needed to support decision- making	 Support the Owner in decision-making and overall project implementation.
Preconstruction Services	 Manage interface between design and construction teams Review Preconstruction Services deliverables and submissions Furnish existing studies and data including record drawings, preliminary studies, etc. Provide access to site/easements Obtain government approvals and permits for which the Owner is responsible Review Construction Services Proposal(s); negotiate MACC(s) in good faith 	 Prepare and maintain a Project concurse model Provide value engineering and constructability input during Preconstruction Services Prepare equipment and subcontract procurement plan including recommendations for scope packaging Develop Construction Services Proposal(s) and negotiate MACC(s) in good faith Provide additional owner-requested, project-specific services necessary for project success 	 Consider and incorporate Owner and Contractor review comments, Contractor's assessment, and/or investigation results into design deliverables Review Contractor's plans and deliverables to provide feedback to Owner and Contractor 	 Provide cost estimate validation services Review Design Engineer's plans and deliverables Review Construction Services Proposal(s) Provide additional Owner-requested, project-specific services Contract administration support

2024-012: CKTP Solids and Liquids Hauled Waste Upgrades General Contractor/Construction Manager Services



Table 2. Roles and Responsibilities

Role	Owner	Contractor	Design Engineer	Owner's Advisor
	Coordination with Owner operations staff			
Construction Services	 Participate in construction project meetings Monitor construction activities Coordination of engineering services during construction Ensure timely responses to construction submittals (e.g., submittals, requests for information, notices, etc.) as defined in the agreement 	 Deliver constructed work Manage self-performing and subcontracted work Manage craft labor Maintain site safety and security Coordination with Design Engineer, Owner, and Owner's Advisor Obtain government approvals and permits for which the Contractor is responsible Provide warranty coverage for constructed work 	Provide Engineering Services during construction	 May provide technical review services May provide contract administration support for Owner May provide construction management services
Commissioning and Startup	 Lead the team in the early development of the facility commissioning plan with responsibilities clearly delineated Engage meaningfully in commissioning, startup, and training activities and prepare for hand-off from Contractor 	 Coordinate construction activities with and lead assigned testing, commissioning, startup, and training activities, coordinating with Owner's O&M staff to minimize impacts Provide timely and complete submission of manufacturer's equipment O&M materials 	 Provide Engineering Services during Commissioning 	 May provide technical services May provide contract administration support for Owner



Section 4. Procurement Process

4.1 Communications

The Kitsap County Purchasing Office will act as the sole point of contact for this RFQ and will administer the RFQ process. Respondents are requested to review this RFQ carefully and to submit any questions concerning this RFQ, the Owner's requirements, or the SOQ evaluation process to the Purchasing Office. Submit all communications by email to the Owner's Procurement Contact and specifically reference this RFQ using the following contact information:

Glen McNeill, Purchasing Department Supervisor Kitsap County Purchasing Office Email address: <u>Purchasing@co.kitsap.wa.us</u>

No oral communications from the Owner, Owner's Advisor, or Design Engineer, or other individuals are binding. No contact with Owner staff or any public officials, the Owner's Advisor, or the Design Engineer concerning the Project during the procurement process outside of formal procurement meetings or correspondence to the Owner's Procurement Contact is allowed. No other County official, employee or department is empowered to speak for the Owner with respect to this RFQ. Any information obtained from any other source shall not be considered binding and may disqualify Respondent's SOQ. A violation of this provision may result in disqualification of the Respondent.

Questions from Respondents must be received by the Owner's Procurement Contact no later than the Deadline for Questions specified in Section 4.2 (Procurement Schedule). The Owner will provide answers to questions only via Addenda which will be published in accordance with Section 7.8 (Addenda).

4.2 Procurement Schedule

The current procurement schedule is as follows:

Publish RFQ	February 8, 2024
Pre-SOQ Meeting (Mandatory)	February 15, 2024 at 9:00 AM (local time)
Deadline for Questions	March 7, 2024 at 5:00 PM (local time)
SOQ Submission Date	March 14, 2024 at 2:00 PM (local time)
Shortlist Selection	March 21, 2024
Issue RFPP	March 28, 2024



•	Agreement Review/Proprietary Meetings	April 15, 2024
•	Interviews	April 30, 2024
•	Price Proposal Submission Date	May 1, 2024
•	Notice of Intent to Negotiate	May 6, 2024
•	Award Contract	June 2024

4.3 **Pre-SOQ Meeting**

Owner will conduct a mandatory virtual Pre-SOQ Meeting at the date and time listed in Section 4.2 (Procurement Schedule) utilizing Microsoft Teams (MS Teams). The meeting will last no longer than one hour. Participation information is below:

<u>Click here to join the meeting</u> Meeting ID: 246 210 256 184 Passcode: VyKdtQ

Section 5. SOQ Submission Requirements

5.1 Submittal Place and Deadline

To be considered as a responsive bidder, submittals must be received by Owner **no later than the SOQ Submission Date**, addressed to the Owner's Procurement Contact in Section 4.1 (Communications).

Clearly mark submittal and any packaging (boxes or envelopes) with the name and address of the Respondent and "Kitsap County CKTP GC/CM Services Project, RFQ 2024-012."

Each Respondent assumes full responsibility for timely delivery of its SOQ at the required location. Owner will not be liable for delays in delivery of SOQs due to handling by the U.S. Postal Service, or any other type of delivery service. **Any SOQ received after the SOQ Submission Date will be deemed nonresponsive and returned.**

5.2 Submission Format

Provide submittal in Adobe Acrobat format (PDF) on a USB flash drive. The PDF shall be searchable and contain bookmarks for each section listed in Section 5.3 (Submission Content).

Submittals shall be limited to a maximum of twenty (20) $8\frac{1}{2} \times 11$ pages , not including the Cover/Title page (limited to one page), Transmittal Letter (limited to two pages), Table of Contents (limited to one page), and Appendices. **Submittals over the maximum page size limit**



will not be considered. The SOQ may include up to two 11×17 trifold format; each 11×17 counts as one page.

5.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Respondent's responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the SOQ.

The SOQ must include the following information in the order listed:

- Cover/Title Page (limited to one page)
- Transmittal Letter (limited to two pages)
- Table of Contents (limited to one page)
- Part 1 Executive Summary
- Part 2 Contractor Profile
- Part 3 Project Team Structure and Key Personnel
- Part 4 Relevant Project Experience
- Part 5 Respondent's Approach to Executing Project (*Parts 1-5 limited to twenty pages total*)
- SOQ Appendix A (Forms for Affirmation of Compliance)
- SOQ Appendix B (Supporting Company Documentation)
- SOQ Appendix C (Resumes) (limited to two pages per individual)
- SOQ Appendix D (Comments to Draft Preconstruction Services Scope of Work) (optional)



5.3.1 Cover/Title Page

Cover or Title Page of SOQ shall include the RFQ number; Project name; name of Respondent; Respondent's contact information including name of contact person, address, e-mail address, and telephone number, name of Principal in Charge, and date.

5.3.2 Transmittal Letter

It is mandatory that Respondents submit a transmittal letter (maximum two pages) on the Respondent's letterhead. It must be **<u>signed</u>** by a corporate officer or other individual with authority to bind the Respondent to the obligations contained in the SOQ.

If Respondent is a corporation or a limited liability company (LLC), an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If Respondent is a joint venture, an authorized representative for each member of the joint venture shall sign the letter, and specifically state that, if the joint venture is selected as the Contractor, each member will be jointly and severally liable to the Owner for the obligations arising out of the contracts between the joint venture and the Owner.

The transmittal letter must include the name, address, phone number, and email address for the Respondent representative and must specify who would be the Contractor's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Respondent.

The transmittal letter must affirm compliance with the forms included in SOQ Appendix A (Forms for Affirmation of Compliance), based on the forms in RFQ Attachment C – Forms for Affirmation of Compliance, and confirm receipt of all Addenda. An SOQ that does not include a transmittal letter meeting these requirements will be considered non-responsive and the Respondent will not be considered for the Interview or Shortlist.

5.3.3 Part 1 – Executive Summary

The executive summary must include a concise overview of the key elements of the SOQ. The executive summary shall not be used to convey additional information not provided elsewhere in the SOQ.

5.3.4 Part 2 – Respondent Profile

A detailed and complete description of the Respondent's profile information must be provided in Part 2 of the SOQ. Required information applies to the Respondent and in the case of a joint venture, each member of the joint venture must provide requested information. The Respondent's profile must include the following information:

• **General Information.** Provide general information about the Respondent, such as date of establishment, lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required license(s) or registration(s) for performing work in Washington State (such as registration as General Contractor with Washington State Department of Labor & Industries). Provide registrations, licenses and/or other documentation demonstrating



legal suitability to practice business in Washington State in SOQ Appendix B (Supporting Company Documentation) of the SOQ. Note that Respondent must be able to meet conditions included in Section 7.3 (Respondent's Responsibility) at time of submission of its Price Proposal.

- **Contractor Legal Structure.** Identify whether the Respondent is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. Describe how the Respondent has used this structure, or a similar structure, to deliver similar projects and how this structure will result in an integrated and cohesive team for managing the project.
- For Respondents that are a joint venture:
 - Provide a copy of the joint venture agreement in SOQ Appendix B (Supporting Company Documentation).
 - Describe the specific responsibilities of each member of the joint venture, specify the degree of control each member of the joint venture will exercise, the distribution of profit and loss, and identification of work responsibilities each member will exercise.
- **Project Office Location.** Identify where the Respondent intends to maintain its project office(s) and the location where the construction management work will be performed.
- **Payment and Performance Bonds.** Include in SOQ Appendix B (Supporting Company Documentation) a letter issued by the Respondent's surety company to verify the availability of a bond of at least \$100 million for this Project. The surety must be authorized by law to do business in Washington and must have an A.M. Best Company Financial Strength Rating (FSR) of "A-" or higher. The surety company must be listed in the U.S. Department of Treasury's Circular 570.
- Insurance. Include in SOQ Appendix B (Supporting Company Documentation) a letter from the Respondent's insurance company or broker stating its ability to acquire and provide the draft/tentative minimum insurance limits listed below. The Contractor shall procure and maintain, for the time periods required by the Contract, all insurance required by the Contract Documents with insurance companies duly licensed in Washington State with an A.M. Best Company rating of not less than "A-VIII" and a financial rating of not less than "VIII", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified below, or the limits available under the policies maintained by the Contractor without regard to the contract, whichever is greater. Insurance requirements will be described in further detail in the Contract Documents, and the County reserves the right to modify the minimum limits stated below.



- Commercial General Liability (CGL): Combined single limit of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- Automobile Liability: Coverage of \$1,000,000 combined single limit of liability for bodily injury and property damage.
- Worker's Compensation and Employer Liability: As required under Title 51 RCW for all Contractor's Personnel eligible for such coverage.
- Umbrella or Excess Liability: In excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$20,000,000 per occurrence and in the aggregate.
- Builder's Risk Insurance: Property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction upon the Work at the site and all materials or equipment furnished or installed by the Contractor on the Project.
- Contractor's Pollution Liability Insurance: Minimum limits of \$10,000,000 for any one claim and in the aggregate.

Contractor shall obtain and maintain the insurance coverages during the performance of the Work. Policy coverage limits may be achieved through a combination of insurance policies (e.g., primary and/or excess). Owner shall be included as additional insureds on a primary, non-contributory basis for the coverages.

- **Safety.** Include summary of safety statistics for the past three years.
 - Include the Respondent's Experience Modification Rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod. Where this value is greater than the industry average of 1.0, Respondent may provide mitigating information in SOQ Appendix B (Supporting Company Documentation) to explain the reasons for the EMR rating.
 - The days-away-from-work injury incidence rate whereas a day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

SOQ must include the following additional information pertaining to factors or events that have the potential to adversely impact the Contractor's ability to perform its contractual commitments.



If any of the questions below are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent's ability to perform its contractual commitments. In accordance with Section 5.3.9 (SOQ Appendix B (Supporting Company Documentation)), complete and sign the Respondent Questionnaire provided in RFQ Attachment C – Forms for Affirmation of Compliance and include in SOQ Appendix B (Supporting Financial and Company Documentation) to address the following:

- **Completion of Contracts**. Respondent's failure to complete any contract, or contract has been terminated due to alleged poor performance or default within the past five years.
- **Debarred from Bidding**. Respondent has been debarred within the past five years, or is currently under consideration for debarment on public contracts by the federal government or by any state.

5.3.5 Part 3 – Project Team Structure and Key Personnel

Describe the structure and management of the Respondent's Project Team. Note that any change in the Key Personnel included in the SOQ are subject to the provisions outlined in Section 7.7 (Obligation to Keep Project Team Intact), which requires Owner approval of such changes.

- Include organizational chart identifying all Key Personnel (and their firm affiliations) and showing reporting relationships of all Key Personnel (along with their firm affiliations) during Preconstruction Services and Construction Services. Minimum Key Personnel include (alternative titles acceptable):
 - Principal-in-charge, or corporate executive dedicated to Project
 - Project Manager
 - QA/QC Lead
 - Preconstruction Manager
 - Construction Manager
 - General Superintendent
 - Lead Cost Estimator
 - Lead Scheduler



- Project Safety Officer
- Commissioning Lead

Respondents may identify additional personnel they deem to be critical to project success. Identify the firm affiliation of each proposed personnel on the organizational chart. While Owner may determine to score a select number of Key Personnel, the overall strength of the Project Team will be considered in the evaluation.

- Describe Key Personnel individual qualifications including experience and technical competence and how it aligns with their proposed roles in both Preconstruction Services and Construction Services. The level of description of Key Personnel qualifications can vary at the discretion of the Respondent. Also indicate the extent of involvement of the individuals proposed for the Project expressed as a percentage (100% = full time) for each Preconstruction Services and Construction Services, and affirm that they are not committed beyond their availability for other projects.
- Provide resumes for all Key Personnel in SOQ Appendix C (Resumes). Resumes must be no more than two pages per individual and include the following:
 - History of employment
 - Education and relevant training
 - Length of time with firm
 - Experience as it relates to the Project and to the individual's specified role on the Project. List three past or current projects performed including:
 - Project name, location, and brief description of project including its size, scope, and complexity.
 - Description of the individual's position and responsibilities on the projects.
 - Relevance of the project experience to the work required for this Project, including project delivery methods, such as GC/CM or similar contracting methods.
 - Contact information for each project including owner and firm employing the individual. References may be contacted by the Owner and used as part of the evaluation process.

5.3.6 Part 4 – Relevant Project Experience

In general, this part of the SOQ should demonstrate Respondent's capabilities and approach in managing, performing, and completing Projects of Similar Scope and Complexity as defined in RFQ Attachment A – Definition of Terms. The description should address Respondent's



experience with cost estimating, controlling costs, value engineering, ensuring quality of construction work, meeting schedules, facilitating cooperation with other members of the project team and third-party interests, and responsiveness to Owner's requests. Specifically address the following:

- Owner's preference is for the Project Team to have experience working together at both the organization/firm level as well as individual team member level. Describe the performance history and experience of the Project Team on similar projects, including a description of past working relationships.
- Describe Respondent's understanding and knowledge of GC/CM contracting as authorized by Chapter 39.10 RCW and how such knowledge, along with experience with non-GC/CM projects would enable you to successfully complete the GC/CM project described in this RFQ.
- Describe the experiences of Key Personnel in successfully managing construction retrofits at operating wastewater treatment facilities.
- Describe the Respondent's history of cost estimating accuracy by comparing Respondent's 30 percent level cost estimates to the negotiated MACC (or guaranteed maximum price) for similar projects delivered in the past five (5) years (approximately). Similar comparisons based on other forms of collaborative delivery, such as CMAR or Progressive Design-Build, are acceptable.
- The Respondent shall submit five (5) Reference Project descriptions to demonstrate relevant experience with Projects of Similar Scope and Complexity. Experience with Washington State GC/CM projects is desirable. For projects not meeting the definition in RFQ Attachment A – Definition of Terms, Respondent should describe the relevancy of these projects to this Project.

Each project description shall contain at least the following information:

- Reference Project name and location
- Name of Owner
- Owner reference and contact information
- Delivery model
- Role of Respondent
- Initial and final contract value and reason for any change



- Scheduled and actual completion dates and reason for any change
- Description of the project as relevant to the Project
- Names of project team in project that are Key Personnel in this SOQ, along with a clear description of the roles and responsibilities of each
- Description of self-performed work
- Description of past performance in utilization of disadvantaged business enterprises and small business entities
- Provide a summary table to cross-reference the Project Team (Contractor and Key Personnel) with participation in the Reference Projects.

Using the Experience and Reference Form provided in RFQ Attachment C – Forms for Affirmation of Compliance, list the most five (5) relevant or comparable contracts completed by Respondent. Projects listed shall not include Reference Projects. Form shall be completed and provided in SOQ Appendix B (Supporting Financial and Company Documentation).

Owner staff or advisors reserve the right to contact references and obtain information on representative and Reference Projects to confirm the information provided by Respondent. The Respondent's score on this section may be impacted by the inability to contact and verify references.

5.3.7 Part 5 – Respondent's Approach to Executing Project

This part of the SOQ is intended to include a description of Respondent's overall approach to maximizing the value of proposed Preconstruction Services and Construction Services. Respondent shall describe its approach to executing the work to meet schedule and budget, its ability to self-perform work, demonstrate its plan to deliver the Project safely, and its approach for developing the local workforce through this Project. Use of graphics and figures to convey the approach is encouraged.

Approach to Executing the Work

- Describe Respondent's understanding of the major complexities, challenges, and risks associated with the Project, including key challenges and issues in using the GC/CM process, and how Respondent propose(s) to address. Identify any unique experiences or strengths the Respondent may have relative to the identified challenges and issues. Discuss any innovative or alternative ideas and approaches for the development and delivery of the Project.
- Describe Respondent's approach to cost estimating that supports decision making, cost tracking and forecasting, and provides an accurate representation of construction costs as the design progresses to the Construction Services Proposal.



- Identify the Preconstruction activities considered most important to the success of the Project and elaborate on the anticipated benefits of those activities to the Project.
- Describe Respondent's approach to Project startup, commissioning and project closeout, including any recommendation for supporting a smooth transition to Owner operations.

<u>Self-performed Work Experience, Capacity to Perform the Work and Local Marketplace</u> <u>Familiarity</u>

- No less than thirty percent (30%) of the Cost of the Work shall be subject to negotiation between Owner and Contractor. Describe the work that Respondent proposes to selfperform on the Project, and its past performance in completing similar scopes of work. Provide a description of approach Respondent will use to determine which work to selfperform.
- Describe Respondent's familiarity with the local labor and subcontracting market and any advantages relationships may have for obtaining competitive prices. Describe the typical geographic range of Respondent's work and ability and approach to managing the work if the Kitsap Peninsula area is outside that typical geographic range.
- Describe Respondent's capability to perform the work. Provide a summary of current and projected workload, and how that relates to capability to complete the Project.

<u>Safety</u>

• Describe Respondent's approach and commitment to ensure the safety of workers and the public on this Project. Provide a summary description of the Contractor's corporate safety program, or accident prevention program. Respondent shall provide safety program in SOQ Appendix B (Supporting Company Documentation) in accordance with Section 5.3.9 (SOQ Appendix B (Supporting Company Documentation)) of this RFQ.

SBE/DBE/MWBE Past Performance and Inclusion Plan

- The County has an aspirational Project inclusion goal of 15% of construction work to be allocated for Small Business Entities (SBE), and Disadvantaged (DBE), Minority, or Women's Business Enterprises (MWBE). Describe Respondent's inclusion plan for SBE/DBE/MWBE as subconsultants, subcontractors, and suppliers for the Project to help meet this goal.
- Describe Respondent's planned outreach efforts for ensuring that local contractors have sufficient information about subcontract bid packages on this Project. Discuss strategies and approach for arranging and packaging subcontract bid packages to encourage the participation of local contractors.



- Include a history and examples of recent outreach and procurement efforts and outcomes.
- Provide affirmation of being an equal opportunity employer with an affirmative action plan. Respondent shall further certify that it will comply with the provisions of the Americans with Disabilities Act.

5.3.8 SOQ Appendix A (Forms for Affirmation of Compliance)

SOQ Appendix A (Forms for Affirmation of Compliance) must include executed forms, affirming that Respondent is in compliance with the required policies, based on the forms in RFQ Attachment C – Forms for Affirmation of Compliance.

5.3.9 SOQ Appendix B (Supporting Company Documentation)

SOQ Appendix B (Supporting Company Documentation) must include all information required in Section 5.3 (Submission Content) of this RFQ. Additionally, the following must be provided:

- Provide completed and signed Respondent Questionnaire provided in RFQ Attachment C

 Forms for Affirmation of Compliance pertaining to factors or events that have the
 potential to adversely impact the Contractor's ability to perform its contractual
 commitments.
- Provide completed Experience and Reference Form provided in RFQ Attachment C Forms for Affirmation of Compliance.
- Provide the following safety records for the past three years (2021, 2022, and 2023):
 - Completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses.
 - Where EMR is greater than the industry average of 1.0, Respondent may provide mitigating information to explain the reasons for the EMR rating.
- Provide Respondent's accident prevention program.

5.3.10 SOQ Appendix C (Resumes)

SOQ Appendix C (Resumes) must include resumes for all Key Personnel in SOQ, per requirements of 5.3 of this RFQ.

5.3.11 SOQ Appendix D (Comments on Draft Preconstruction Services Scope of Work)

Respondents may include on its own form a bulleted list of comments on the Draft Preconstruction Services Scope of Work included in RFQ Attachment D – Draft Preconstruction Services Scope of Work.



If included, SOQ Appendix D (Comments on Draft Preconstruction Services Scope of Work) must explain the rationale for comments and the associated benefits to the Owner. Respondents are encouraged to suggest revisions that would result in savings to the Owner, minimize risks in construction, and/or help the Project stay on schedule. Other recommendations may improve clarity of any terms of the Draft Preconstruction Services Scope of Work where ambiguities or uncertainties may arise in their application or interpretation.

Any such comments will not be scored, but may be considered by the Owner before issuance of a revised draft Preconstruction Services Scope of Work as an exhibit to the draft GC/CM Agreement included within the RFPP.

Section 6. SOQ Evaluation and Contractor Selection

6.1 General

As briefly described in Section 1.1 (Introduction), the Contractor will be selected utilizing a twostep process. Step 1 is to evaluate responsive SOQs to determine the SOQ Score and shortlist two to four of the highest scoring Respondents (Shortlisted Respondents) to continue in the selection process. Step 2 is to issue a RFPP to the Shortlisted Respondents, conduct and score Interviews (which will include an assessment of experience and qualifications), and evaluate and score Price Proposals. Owner intends to select the Shortlisted Respondent with the highest Final Score (combined score of the Interview and Price Proposal) as the Contractor to negotiate GC/CM services. The distribution of the scores for the two steps is as follows:

- Step 1
 - SOQ Score Maximum 100 points
- Step 2 (Final Score up to 100 points)
 - Interview Score 70 percent (Maximum 70 points)
 - Price Proposal Score 30 percent (Maximum 30 points)

The SOQs, Interview and Price Proposals will be reviewed and evaluated by the Owner according to the requirements and criteria outlined in this document. During the evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding the submitted SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of a Respondent from further consideration.

At the time and place named for the opening of sealed bids, the Owner shall make all previous scoring available to the public. Owner shall notify all finalists of the selection decision and make a selection summary of the final proposals available to all Respondents within two business days of such notification.



6.2 SOQ Responsiveness (Step 1)

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ, including responding completely or sufficiently to evaluation criteria, may result in rejection of the SOQ as non-responsive or will receive correspondingly lower scores for those criteria, which may result in the SOQ not scoring high enough to be considered further. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a deficiency.

6.3 SOQ Minimum Requirements (Pass/Fail) (Step 1)

Each responsive SOQ will be reviewed to determine whether it meets the minimum requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy all the following minimum requirements may be rejected:

- Ability of the Respondent to demonstrate it has bonding capacity in the amount of \$100M.
- Ability of the Respondent to demonstrate it can provide the required insurance coverage.
- Licensing and registration. The Respondent included in the SOQ must be registered as a General Contractor in Washington for the type of work to be performed as described in Section 7.3 (Respondent's Responsibility).
- Experience Modification Rate (EMR) less than 1.0.
- Completion of contracts.
- Debarment status.

6.4 SOQ Evaluation Criteria (Step 1)

Respondents will be required to demonstrate they meet the minimum requirements indicated as pass/fail elements. The Owner's selection committee will evaluate the responsive SOQs that satisfy the minimum requirements by applying the comparative evaluation criteria set forth in Table 3.

Table 3. Evaluation Criteria and Points for Statements of Qualifications		
Evaluation Criteria	Points	
Cover/Title Page	Evaluated for	
	responsiveness	
Transmittal Letter	Evaluated for	
	responsiveness	



Table 3. Evaluation Criteria and Points for Statements of Qualifications		
Evaluation Criteria	Points	
Part 1 – Executive Summary	Evaluated for compliance	
Part 2 – Contractor Profile	Evaluated for compliance	
Part 3 – Project Team Structure and Key Personnel	35	
Part 4 – Relevant Project Experience	35	
Part 5 – Respondent's Approach to Executing Project	30	
SOQ Appendix A (Forms for Affirmation of Compliance)	Evaluated for compliance	
SOQ Appendix B (Supporting Company Documentation)	Scored as portion of Part 2 and Part 5	
Performance and payment bonds Insurance		
Completion of contracts Debarment	Pass/Fail	
Licenses/business registrations		
SOQ Appendix C (Resumes)	Scored as portion of Part 3 and Part 4	
SOQ Appendix D (Comments on Draft Preconstruction Services Scope of Work)	Not Scored	
Total for Statement of Qualifications (Maximum SOQ Score):	100	

The selection committee will determine the SOQ Score based on Table 3 and two to four Respondents with the highest SOQ Score will be selected for the Shortlist and invited to continue with Step 2 of the GC/CM selection process by participating in an interview and proprietary meeting(s) and providing a Price Proposal in response to the RFPP provided by the Owner.

6.5 Interviews of Shortlist (Step 2)

The Interview will consist of a presentation by the Respondent and a question-and-answer session with the Owner's selection committee. Prior to the Interview, the Owner intends to provide Shortlisted Respondents with a list of questions to respond to in the Interview. The Owner's selection committee may also ask other questions during the Interview that were not provided ahead of time. The Interview process may include an interactive exercise which will be used primarily to evaluate the teamwork, cohesion, and Project understanding of management team members, in addition to the comparative experience and qualifications of the Shortlisted



Respondents. Additional information regarding the Interview process will be provided in the RFPP.

It is anticipated that Shortlisted Respondents will be rated based on the evaluation criteria in Table 4.

Table 4. Evaluation Criteria and for Interview		
Criteria	Description	
Presentation Quality	Overall quality of presentation given by Respondent including the presentation material, adequacy of content, and	
Enhancement of Qualifications	organization of material. Demonstration of tools, processes, and/or other unique components that would allow Respondent to better meet Owner's goals and objectives of project.	
Experience and Qualifications	Summarize pertinent experience and qualifications of the firm and Key Personnel.	
Specific Questions	Thoroughness and insight in providing direct and clear answers to the questions asked. Consideration should also be given to responses to any questions Respondent was not provided in advance of Interview.	
Communication	Demonstration of interpersonal communications between team members and the Owner's selection committee and/or Interview panel. Quality of questions asked by the Respondent.	

The Interview Score may be up to 70 points and will be added to the Price Proposal Score to determine a Final Score for each Shortlisted Respondent.

6.6 **Price Proposals (Step 2 continued)**

The form and format of the Price Proposals, instructions regarding information required, and other details of submittals will be provided in the RFPP. The RFPP will include additional project information and requirements (if any) and the draft GC/CM Agreement including the draft Construction Administration Requirements (Division 01 Specifications, General Requirements, etc.).

Cost elements in the Price Proposal are anticipated to include Specified General Conditions based on provided assumptions of construction duration and staffing requirements, the Percent Fee (%) applied to the reimbursable cost of work, and a not-to-exceed Preconstruction Services fee (for basis of negotiation for Preconstruction Services) based on the draft Preconstruction Services Scope of Work issued with the RFPP.

Scoring of the Price Proposals will be based on the Percent Fee and Specified General Conditions as follows.



- (1) GC/CM Fee = Percent Fee (%) x Estimated Project MACC
- (2) Total Proposal Amount = Specified General Conditions (\$) + GC/CM Fee

The lowest Price Proposal Score will be awarded 30 points. Points for the other Price Proposals will be calculated based on the following formula:

 $Price \ Proposal \ Score = \frac{Lowest \ Total \ Proposal \ Amount}{Respondent's \ Total \ Proposal \ Amount} \times 30$

The Percent Fee will be defined in the draft GC/CM Agreement issued with the RFPP along with other fees, if any, for the negotiated self-performed portion of the work. In submitting a Price Proposal, all Shortlisted Respondents agree that the Percent Fee included in the Price Proposal shall be valid until completion of all Construction Services.

6.7 Agreement Review/Proprietary Meetings (Step 2 continued)

After issuance of the RFPP, the Shortlisted Respondents may request to hold confidential meetings with the Owner to discuss terms of the draft Preconstruction Services Scope of Work, Draft GC/CM Services Agreement, and/or the RFPP. Although the meetings will be considered confidential, any changes to the draft agreement or RFPP will be issued to all Shortlisted Respondents via Addendum. More information on Propriety Meetings will be provided in the RFPP.

6.8 Contractor Selection

The Shortlisted Respondent with the highest Final Score (total possible 100 points) resulting from the selection committee's combined scoring of the Interview Score and Price Proposal Score will be selected to enter into the GC/CM Agreement and Owner will issue a Notice of Intent to Negotiate and provide notification to County Commissioners and Respondents to the SOQ. In the event of a tie in Final Score, the Shortlisted Respondent with the lowest conforming Price Proposal will be selected. After negotiations, Owner intends to present negotiated GC/CM Agreement to County Commissioners for authorization to award the contract to the selected Contractor.

Section 7. Conditions for Respondents

7.1 Owner Authority

Kitsap County is a Class I county of the State of Washington, located at 619 Division Street, Port Orchard Washington, 98366.

7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory and design capacity to the Owner



for this Project and are therefore not eligible to assist or participate with any Respondent that submits an SOQ.

- Carollo
- HDR

7.3 Respondent's Responsibility

At the time of submitting a Price Proposal (Step 2), Shortlisted Respondent must be registered by the Washington State Department of Labor and Industries in accordance with RCW 18.27.020; have a current UBI number; as applicable, have Industrial Insurance (worker's compensation) coverage for the Respondent's employees working in Washington, as required in RCW Title 51, Washington Employment Security Department Number as required in RCW Title 50, and Washington Department of Revenue State Excise Tax registration number as required in RCW Title 82; not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3); and satisfy the bidder responsibility criteria in RCW 39.26.160(2).

7.4 Conflict of Interest

Respondent shall disclose of any affiliations and business and financial relationships such persons may have with Owner officers. Otherwise, by submitting its SOQ, Respondent covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under the GC/CM Agreement. The Respondent further covenants that in the performance of the GC/CM Agreement no person or subcontractor having such interest shall be employed.

No members of the County government, and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the carrying out of the Project shall have any personal interest, direct or indirect, in the GC/CM Agreement.

7.5 Confidential Information

Respondent acknowledges that Owner is a local government agency subject to Chapter 42.56 RCW, the Public Records Act. SOQs and all other proposal documents submitted under this RFQ (including all exhibits and attachments thereto) shall be considered public records and will be available for inspection and copying by the public in accordance with Chapter 42.56 RCW. If Respondent believes that any documents or data submitted to the Owner in connection with this project are subject to protection under RCW 39.10.470, Respondent must notify the Owner in writing in letter-format, no later than the deadline for submission of SOQs, identifying the specific materials that Respondent believes are exempt from disclosure and why (e.g., trade secrets). If such notice is timely provided and the Owner receives a request under Chapter 42.56 RCW for the designated records, Respondent shall have the sole responsibility to seek a court order prohibiting the release of the requested information under RCW 42.56.540. If Respondent does not submit such letter-format notice and the Owner receives a request under Chapter 42.56 RCW



for documents submitted by Respondent in connection with this RFQ, Owner shall release the requested records without further notice to Respondent. Under no circumstances shall Owner's compliance with its obligations under the Public Records Act be considered basis for liability to the Respondent.

7.6 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of SOQs and development of the Shortlist, the Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time prior to the execution of the GC/CM Agreement, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in an SOQ and accept and review a non-conforming SOQ.
- Suspend and terminate the procurement process or terminate evaluations of SOQs received.
- Permit corrections to data submitted with any SOQ.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an SOQ.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs.
- Seek clarification from any Respondent to fully understand information provided in the SOQ and to help evaluate and rank the Respondents.
- Reject an SOQ containing exceptions, additions, qualifications, or conditions not called for in the RFQ or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including experience, included in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means.
 - In the event that information obtained from the reference checks reveals concerns about the Contractor's past performance and their ability to successfully perform the contract to be executed based on this RFQ, the County may, at its sole



discretion, determine that the Contractor is not the most qualified and may select the next highest-ranked consultant whose reference checks validate the ability of the Contractor to successfully perform the contract to be executed based on this RFQ. In conducting reference checks, the County may include itself as a reference if the Contractor has performed work for the County, even if the Contractor did not identify the County as a reference.

• Request additional information from a Respondent during the evaluation of its SOQ.

7.7 Obligation to Keep Project Team Intact

Owner expects all firms and Key Personnel proposed to be available to provide services for this Project. Respondents are advised that all Key Firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. Following announcement of the Shortlist, Respondents shall not substitute a Key Firm or an individual filling a Key Personnel position, except in unavoidable circumstances. In such circumstances the Respondents shall notify the Owner in writing, and the Owner may rescore, and re-rank, and thereafter decide whether the Respondent may continue to compete in the selection process.

Key Personnel are committed to the Project and changes may not be accepted, unless they no longer work for the firm or Owner otherwise agrees that a change is appropriate. (The anticipated dates for award of the GC/CM Agreement and for completion of the Project are set forth in Section 2.4 (Project Schedule) of this RFQ.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner, who, at their sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Contractor's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

7.8 Addenda

If any revisions to the RFQ or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written Addenda. The Owner will issue and publish such Addenda in the same manner as this RFQ has been published. If Addenda are issued, the time and date set for submittal of SOQs may be changed by the Owner to enable Respondents to take into account the Addenda in preparing their SOQ. If an Addendum is issued amending this RFQ, all provisions that are not modified remain unchanged. It is each **Respondent's responsibility to obtain all Addenda prior to submitting its SOQ by acknowledging receipt of each one in the Transmittal Letter.**

7.9 Protests

Interested Respondents have a right to seek resolution of any concerns, issues, or perceived wrongs associated with this RFQ by filing a written protest in accordance with the procedures set



forth below. Failure to file the protest in accordance with the following procedures will result in waiver of the protest.

Form of Protest. A Respondent protesting for any reason the Owner's selection of shortlisted finalists or any other issue related to this SOQ solicitation must file a written protest. The written protest shall include the name of the protesting Respondent, contact information for the protesting Respondent's designated representative, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, a description of the specific relief requested, and evidence that all entities with an interest in the protest have been given notice of the protest.

E-Mail Address for Submission of Protests. Protests shall be submitted by email to: <u>Purchasing@co.kitsap.wa.us</u>.

Deadline for Protests. Protests based on any terms of the RFQ (including all addenda and exhibits thereto) must be submitted at least five (5) business days prior to the deadline established for submission of SOQs (SOQ Submission Date). Protests based on the Owner's selection of shortlisted finalists in response to the SOQ must be submitted within four (4) business days of the Owner's announcement of the most qualified finalists. Protests based on any other circumstances must be received by the Owner within four (4) business days after the protesting Respondent knows or should have known of the facts and circumstances upon which the protest is based.

Decision on Protest. Upon receipt of a written protest, the Owner will investigate and consider the protest. The Owner may provide any other affected Respondents the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Respondent and the Owner, the Owner will review the issues raised in the protest and furnish a final and binding written decision to the protesting Respondent and any other affected Respondents.

Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

Sole Remedy. By submitting an SOQ, Respondent consents to the procedure outlined above as its sole remedy and shall have waived any claim against the Owner because of actions taken under this procedure.

No Objections. By submitting an SOQ in response to this RFQ, Respondent agrees that the process, evaluation criteria, and requirements described in this RFQ are fair and proper, and that Respondent has no objection to any provisions of the RFQ. If Respondent does not object to any of the provisions of this RFQ in accordance with the protest procedures set forth above, Respondent shall be deemed to have waived their rights to any future protest of the provisions of this RFQ.



RFQ Attachment A Definition of Terms

The definitions of some of the terms used in this RFQ are presented below.

Confidential Information – information which is determined by Respondent to be of a confidential or proprietary nature and: (a) Respondent identifies as either confidential or proprietary; (b) Respondent takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain.

Contractor – The entity that will enter into the GC/CM Agreement with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project. The term "Contractor" can refer to either a single entity or a joint venture.

Design Engineer – The engineering firm that will provide professional design services and have responsible charge of the design, including preparation of the construction documents. For this project, HDR is serving as the Design Engineer.

Draft GC/CM Agreement – The draft contract, including the agreement and all of its exhibits. The GC/CM Agreement will be provided with the Request for Price Proposals.

Draft Preconstruction Services Scope of Work – The draft scope of work anticipated for Preconstruction Services, to be agreed upon during GC/CM negotiations and included as an Exhibit to the GC/CM Agreement. A preliminary draft is provided as RFP Attachment D – Draft Preconstruction Services Scope of Work.

Final Score – The combined score of the Interview evaluation and Price Proposal evaluation. Shortlisted Respondent with highest Final Score will be selected to enter negotiations with Owner for the GC/CM Agreement.

General Contractor/Construction Manager (GC/CM) – The delivery method the Owner is utilizing to deliver the Project.

Key Personnel – The individuals, employed by the Contractor (including subcontractors and subconsultants) included on the Project Team, who would fill certain key roles in delivery of the Project and related services, including the positions described in the RFQ.

Minimum Requirements – The requirements set forth in Section 6.3 (SOQ Minimum Requirements (Pass/Fail) (Step 1)) of this RFQ that, at a minimum, must be satisfied (or waived by the Owner) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.



Notice of Intent to Negotiate – Notice of the selection of Contractor with highest Final Score to enter into negotiations for the GC/CM Agreement and subsequent commencement of Preconstruction Services.

Owner - Kitsap County, Washington

Owner's Advisor - Carollo

Project – Central Kitsap Treatment Plant (CKTP) Solids and Liquids Hauled Waste (LHW) Upgrades Project, located in Kitsap County, Washington

Project Team – The Contractor, (including subcontractors and subconsultants) and Key Personnel identified in the Respondent's SOQ.

Respondent – The Contractor entity responding to this RFQ by submitting an SOQ.

Shortlisted Respondent – The Contractor entities invited to Interview and submit a Price Proposal in response to the Owner's Request for Price Proposals.

Project(s) of Similar Scope and Complexity – Those projects with completion dates within the last 10 years that had many, if not all, of the characteristics in this definition. The Owner will determine, in its sole discretion, which projects are Projects of Similar Scope and Complexity based on the number of similar factors to that of the Project, including:

- Projects of a similar size to Project that included constructing and startup/commissioning of wastewater solids treatment processes.
- Projects that utilized a collaborative delivery method (General Contractor/Construction Manager [GC/CM], Construction Manager at Risk [CMAR], Design-Build [DB], Progressive Design-Build [PDB], etc.) that require strong coordination and integration of the design and construction team and early involvement of the contractor during design.
- Projects where the Respondent was selected prior to the establishment of the final scope, price, and schedule and where the Respondent collaborated with the owner to develop the final scope, price (or NTE / GMP or MACC), and schedule.
- Projects that included construction activities in operational facilities.
- Projects that were in Washington State.

Statement of Qualifications (SOQ) – A response to this RFQ, submitted by a Respondent for the Project.



SOQ Score – The score of the SOQ evaluation. The Respondents with the highest SOQ Score will be selected for inclusion in the shortlist as a Shortlisted Respondent.



RFQ Attachment B Project Background Documents

Respondents shall review Project background documents to support SOQ development and delivery of Preconstruction Services. The Owner may also provide additional Project background documents from time to time with new information via Addenda to the RFQ, RFPP, or during Preconstruction Services.

Background documents are accessible from a Microsoft SharePoint site hosted by the Design Engineer. Respondents may access the site by clicking this link (<u>https://www.hdrinc.com/request-qualifications-2024-012</u>) or by requesting access to the Procurement Contact. The following documents are available:

- Central Kitsap WWTP Liquid Hauled Waste Study (Murraysmith, 2022)
- CKTP Hauled Waste Upgrades Basis of Design Report (HDR, 2023)
- Preliminary project schedule
- Geotechnical reports
- Environmental site assessment



RFQ Attachment C Forms for Affirmation of Compliance

The following forms are provided for Contractor to complete and submit with its SOQ per requirements in Section 6 (SOQ Evaluation and Contractor Selection).

Form 1 – Respondent Questionnaire

Form 2 – Experience and Reference Form



Form 1. Respondent Questionnaire

Respondent's SOQ must contain an executed and certified original of this Form 1 for the Contractor and each party comprising the Contractor.

Respondent: _____

Name of firm completing this Form:

1. **Completion of Contracts**. Has the Contractor failed to complete any contract (other than current contracts), or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.

2. **Debarred from Bidding**. Has the Contractor been debarred within the past five years, or is it currently under consideration for debarment on public contracts by the federal government or by any state? If so, describe the circumstances. If not, provide documentation indicating Contractor is in good standing for both State of Washington and the United States General Services Administration System for Award Management (SAM).

If any of the questions above are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent's ability to perform its contractual commitments. Include the supplemental information, with this form, in SOQ Appendix B (Supporting Company Documentation).

The undersigned warrants and represents the data provided is accurate in all respects.

Name of Company: _____

Prepared by: _____

Title: _____

Signature

Date



Form 2. Experience and Reference Form

List the five (5) most recent and relevant completed by Respondent in the table below, or form provided by Respondent. All information requested by this form must be provided. In the case of a joint venture, each member of the joint venture must provide requested information. For this form, contracts are considered "relevant" based on meeting all the following criteria:

- Initial contract amount greater than \$25,000,000.
- Project occurred in Washington, Oregon, or Idaho (if total of 5 projects within these states is not available then complete list with projects outside of these states).
- Project involved construction of water or wastewater treatment or conveyance facilities.
- Completed projects are those that have completed the Substantial Completion milestone.
- Projects shall be exclusive of the Reference Projects that Respondent provides in response to RFQ Section 5.3.7 (Part 5 Respondent's Approach to Executing Project).

No.	Project Name and Location	Owner Name, Address, Email, Telephone Number	Project Duration and Date Completed	Initial and Final Construction Contract Value, Reason for change greater than 10%	Initial and Final Construction Completion Dates, Reason for change greater than 10%	Identify the proposed Team Members that were on the project team.
1.						
2.						
3.						
4.						
5.						

2024-012: CKTP Solids and Liquids Hauled Waste Upgrades General Contractor/Construction Manager Services



I certify as the Respondent Representative that the projects listed above are the most recent completed that are in conformance with the project criteria listed in this form.

Signature_____

Printed Name _____



RFQ Attachment D Draft Preconstruction Services Scope of Work



Draft Preconstruction Services Scope of Work

This Draft Preconstruction Services Scope of Work will serve as the basis of negotiation for the scope of work and contract amount for Preconstruction Services. This draft scope is written based on the following assumptions:

- The Contractor is provided 30% design deliverables immediately upon issuance of Notice to Proceed.
- Construction will be delivered in a minimum of two separate, independently managed Work packages. Each package requires a separate Maximum Acceptable Construction Cost (MACC) and Amendment but will be included in the Total Contract Cost.

For the Preconstruction Services, the Contractor will support Owner and the Design Engineer with design development, performance of field investigations, estimating construction costs, pursuing project value, and managing an integrated project schedule. Contractor shall provide advice on construction means and methods, and sequencing of the work to provide for a seamless integration of the new and upgraded facilities into the existing wastewater treatment infrastructure. Based on the 90% design deliverable, Contractor shall develop a Construction Services Proposal which includes the negotiated MACC to construct the work in accordance with the GC/CM Agreement and Contract Documents. The Construction Services shall begin upon acceptance of the Contractor's Total Contract Cost (TCC) as based on its Construction Services Proposal by execution of the Construction Services Amendment.

Considering multiple MACCs, the performance period for the Preconstruction Services is expected to span 14 months starting with the Notice to Proceed (NTP) for Preconstruction Services through completion of MACC negotiations and execution of the final Construction Services Amendment.

Tasks to be performed during Preconstruction Services are organized into the following eight major tasks. Specific details and deliverables for each task and associated subtasks are established on the following pages. Changes or modifications to the scope of services and associated deliverables identified in these tasks shall be amended according to the provisions contained within the GC/CM Agreement.

- Task 1. Project Management
- Task 2. Meetings
- Task 3. Permitting Assistance
- Task 4. Site Investigations
- Task 5. 30% Design Review
- Task 6. 60% Design Review
- Task 7. 90% Design Review
- Task 8. Construction Services Proposal



Task 1. Project Management and Coordination

Provide overall project management of the Contractor services and ensure coordination of all Contractor efforts with the Owner, the Design Engineer, and others as appropriate. Task 1 provides for management, administration, and coordination with project stakeholders. Services to be provided by the Contractor are detailed in the following subtasks comprising Task 1.

1.1 **Project Management and Administration**

This task involves managing the GC/CM Agreement and confirming compliance with its terms and conditions, and developing any scope amendments that may be required (e.g. field investigations, surveying), including communications between Owner and Contractor as required. Contractor will provide oversight of its project staff, manage efforts of Contractor team and ensure coordination with Owner, Design Engineer, and other project participants during the Preconstruction Services. Contractor shall prepare and submit monthly invoices by the 10th of each month. Form of invoice shall be approved by Owner prior to approval of the first invoice.

Within 45 calendar days of receipt of the Preconstruction Services notice to proceed (NTP), the Contractor is to prepare a Draft Project Management Plan (PMP) for Preconstruction Services. The PMP shall include:

- Contractor's organization and key staff responsibilities
- Template for monthly invoicing and progress reporting
- Communication plan
- Risk management plan
- Procedures for cost and schedule control
- Document control procedures
- Quality management processes
- Change management and tracking
- Other Project Management requirements, and
- Inclusion of Plans developed in Subtask 1.5 as appendices.

Owner and Design Engineer will review the draft PMP and provide comments to the Contractor. The Contractor will resolve the review comments with Owner and Design Engineer for incorporation into the final PMP.

Contractor will prepare and submit with their monthly invoice a progress report summarizing activities completed for the current invoice period as well as activities planned for the upcoming month. A cost summary will be provided, presenting actual costs versus planned costs with details regarding any variances to plan. A summary narrative of planned versus actual schedule progress will be presented with updates on key milestones dates and activities. The report will include narrative regarding design development support activities, Project risks, and issues being faced by the Project Team. Template of progress report shall be approved by Owner prior to approval of the first



invoice. The current Risk Register (Subtask 1.4), Design Evolution Log (Subtask 1.4), and Issues Log (Subtask 1.4) will be included as attachments to monthly reports. Monthly Project reports will be presented in a format to be agreed upon between the Contractor and Owner within 30 days of NTP.

Deliverables:

- Draft and Final Project Management Plan
- Monthly invoices
- Monthly progress reports

Assumptions: Contractor and Owner will utilize a collaborative online system, such as Bluebeam Studio or Microsoft SharePoint, for reviewing and making comments on deliverables prepared by the Design Engineer as well as prepared by the Contractor. File sharing system will provided by Design Engineer with access granted to Contractor and Owner for the Preconstruction Services.

1.2 **Project Schedules**

Within 45 calendar days of the NTP, the Contractor will submit a draft critical path method Project Schedule, using the latest version of Primavera P6. The Project Schedule will include detail level activities for Contractor's Preconstruction Services scope and summary level detail for the Construction Services activities. It shall identify all required reviews and approvals (internal and external to Project Team), and appropriate levels of information necessary for action and timely response. Contractor shall identify tasks which may require action by the Owner. The Design Engineer will provide the Contractor with its detailed schedule for design phase activities for incorporation into the overall Project Schedule.

Project Schedule shall include preconstruction, construction, permitting, procurement, and facility start-up activities as well as Project milestones. Contractor and Design Engineer shall collaborate in developing drawing package issuance schedules to meet requirements of the Project Schedule. The Project Schedule shall include all items identified in GC/CM Agreement, major sequences of the preconstruction and construction work, subcontract bid package development, MACC negotiations, subcontract bidding/procurement, material supplies, Design Engineer's approval of shop drawings, anticipated outages to the existing facility, performance testing requirements. Included in this schedule shall be summary level detail of all anticipated construction activities. The schedule shall identify all long-lead procurement items.

Contractor will submit draft Project Schedule to Owner and Design Engineer for review. Contractor will resolve the review comments with Owner and Design Engineer for incorporation into the Project Schedule.

The Project Schedule will be updated at every formal design milestone after Owner acceptance of draft Project Schedule. Design milestone schedule updates will include a



technical memorandum explaining schedule conformance with the requirements of the contract specifications.

After the Preconstruction Scheduling Meeting (Subtask 2.8) Contractor shall expand the schedule to include detailed construction activities. The 90% update shall be the partial basis for the MACC negotiations, and shall serve as the Proposed Baseline Schedule. The Proposed Baseline Schedule shall meet requirements of Specification Section 01320 Project Management and Progress Reporting. During preparation of the Proposed Baseline Schedule, Design Engineer will facilitate Contractor's efforts by answering questions regarding sequencing issues, scheduling constraints, interface points, and dependency relationships.

The expanded and revised Schedule will be incorporated into Contractor's Construction Services Proposal as the Proposed Baseline Schedule. Once Owner has accepted the schedule, it will be the Baseline Schedule and will be included in the Construction Services Amendment.

Contractor will submit draft Proposed Baseline Schedule to Owner and Design Engineer for review. Contractor will resolve the review comments with Owner and Design Engineer for incorporation into the Baseline Project Schedule.

Deliverables:

- Draft Project Schedule
- Updates of Project Schedule and schedule conformance technical memorandum
- Draft and revised Proposed Baseline Schedule
- Owner-accepted Baseline Schedule

1.3 Risk Management

Within 30 days of NTP, Contractor shall submit the initial construction risk register in a format approved by the Owner and include a qualitative analysis of all risks identified. Contractor shall facilitate an initial Risk Management Workshop for Owner, Contractor team, and Design Engineer to concur on risk register completeness. Contractor shall perform quantitative risk analysis and Monte Carlo simulations (70 percent confidence level) to be the basis for the Risk Contingency estimate included in each cost estimate submittal (Subtasks 5.2, 6.2, and 7.2). Contractor shall conduct a two-hour risk register workshop prior to submission of each milestone cost estimate.

Deliverables:

- Initial risk register
- Risk Register Workshop(s)
- Revised risk register with each cost estimate submittal including estimated Risk Contingency value based on Monte Carlo simulation (70 percent confidence level)
- Additional updates of risk register as described in subsequent subtasks





1.4 **Preconstruction Logs**

Contractor shall develop and maintain several lists and logs and provide updates as required in subsequent subtasks:

- Decision Log which records all issues and decisions made by the Project Team.
- Action Log which records all assigned action items assigned to the Project Team. The log shall include a description of the action required, the date and place (meeting) at which the action was assigned, the responsible person, and a reasonable due date for completing the action.
- Design Evolution Log which shall be developed initially to identify and track design changes between technical documentation provided in the Request for Qualifications, Request for Price Proposals, and the 30% Design (Subtask 5.1). The Design Evolution Log will quantify Rough Order of Magnitude (ROM) cost and time impacts on budget and schedule and document if the identified changes have been approved by Owner.
- Issues Log which will help the Project Team track project developments requiring timely resolution. Contractor shall identify the issue, responsible part for resolution, and the timeline required for resolution.
- Submittals List which shall include Submittals required in the Contract Documents but not limited to test plans, training plans, test procedures, operation and maintenance manuals, shop drawings, samples, record documents, and specifically required certificates, warranties, and service agreements. List shall also include Method of Procedures (MOPs) as defined in Section 01140 Work Restrictions already identified from construction phasing and sequencing analyses. Draft Submittals List will be included with the draft Construction Services Proposal. Final Submittals List will be included in the Construction Services Amendment.
 - o Identify Submittals using early start dates.
 - Indicate week and month anticipated for Submittal to Design Enigneer and release for manufacturing or fabrication, manufacturing, fabrication, and delivery.
 - Indicate "Priority" Submittals where review time can impact the critical path. ("Priority" indication will not alter review times specified in Section 01330 Submittal Procedures. Design Engineer will endeavor to provide early review of "Priority" Submittals where possible.)
- Requests for substitutions for deviation from County design standards or previously accepted design assumptions. The request must include data for "Or Equals" or substitutions.

Logs shall track all proposed positive and negative costs and schedule changes to the Cost Model and Project Schedule as well as those changes ultimately approved by the Owner. Logs may be separate or combined with other logs based on the needs of the Project team. Logs will track all potential scope change items, identify the options for resolving the change, and estimate the net cost and schedule impact associated with adopting the change. Logs will allow for real-time tracking of deviations from the Cost Model. Items will be reviewed with the Owner and Design Engineer on a bi-weekly basis



during the design of the Project (in conjunction with Subtask 2.5).

Deliverables:

- Logs and lists, as described above.
- Regular updates of logs and lists as described in subsequent subtasks

1.5 **Preconstruction Plans**

Contractor shall develop and maintain several plans and provide updates as required in subsequent subtasks. In general, Plans will be developed based on 30% Design documents and finalized based on 90% Design documents for inclusion with each Contractor's Construction Services Proposal.

1.5.1 Construction Services Execution Plan

This plan is intended for Contractor to provide direction for managing critical elements of the work through the Construction Services, including any approved Work during Preconstruction Services. Contractor will identify information for negotiation of costs for items identified as Negotiated Support Services as part of the MACC. Contractor shall develop information that will provide the basis for early submittals if required in the Contract Documents. In coordination with Owner's team, develop a construction plan that addresses issues relating to how the construction will be managed on the project. Specific issues to be addressed include:

- Comprehensive document management and tracking system that will be accessible by Contractor and its subcontractors, the Owner, and the Design Engineer
- Database to track comments on design and other open issues (value engineering, constructability, permitting, operations and maintenance, other comments) and responses
- Value engineering procedures during construction
- Start-up planning (responsibility of Contractor, coordination with County's Operations and Maintenance staff, warranties, training, manuals)
- Cost management and tracking including reporting of cost escalation trends for equipment and materials mutually agreed upon by Owner, Contractor, and Design Engineer
- Site access and control issues (site security, traffic, pedestrian access, parking, noise and vibration, hoisting equipment, survey, etc.)
- Sequencing of the work, including consideration to avoid interruptions to plant's ongoing operations
- Schedule control and reporting
- Site staging including construction offices, laydown and work areas, temporary facilities and utilities
- Process for working closely with Design Engineer to integrate Building Information Modeling (BIM) and Virtual Design and Construction (VDC), to maximize efficiency design, construction, commissioning, start up, operations and ongoing maintenance and operations



Contractor shall submit the draft Construction Services Execution Plan for Owner review. The revised plan shall incorporate Owner comments. Contractor shall provide revisions to the Plan as necessary to adapt to changing conditions and design advancement.

1.5.2 Construction Management and Contracting Plan

To satisfy RCW 39.10.908 Contractor shall develop and submit a Construction Management and Contracting Plan (CMCP) that includes, at a minimum:

- The scope of work and cost estimates for each bid package;
- Procuring subcontracted work in accordance with RCW 39.10.380, RCW 39.10.385, RCW 39.10.390, RCW 39.10.400 and RCW 39.10.410;
- A proposed price and scope of work for the negotiated self-perform portion of the project;
- The basis used by the Contractor to develop all cost estimates, including the negotiated self-perform portion of the project;
- The Contractor's updated inclusion plan for Small Business Entities, Disadvantaged Business Enterprises, and any other disadvantaged or underutilized businesses as the public body may designate in the public solicitation of proposals, as subcontractors and suppliers for the project; and
- Schedule, scope and justification for multiple Construction Services Proposals, if the Contractor intends to submit more than one Construction Services Proposal.

Based on the expected work to be performed for the Project, the Contractor's CMCP shall identify how the work will be broken into independent packages (as recommended by Contractor and agreed upon by Owner and Design Engineer, that will have a separate MACC), and specialty or supply work packages (subcontract, vendor, and supplier – multiple specialty or supply work packages may be included within each MACC) that will maximize bidder participation and competition and provide best value to Owner. Contractor shall identify long-lead procurement items and anticipated schedule as well as any early procurement of equipment packages. Include the scope of work, schedule, delivery method, and subcontractors is recommended, this should be included, along with a schedule to ensure sufficient time to establish such eligibility criteria and conduct the qualification process in accordance with RCW 39.10.400.

Contractor shall ensure that subcontracting opportunities within each subcontract bid package are clearly identified and that these opportunities will attract a high level of competition from responsible local subcontractors. The CMCP will describe the Contractor's approach for inviting competitive bids for the construction trade work packages and requests for quotations for equipment and material. Plan shall address subcontractor and supplier buyout and how Contractor will obtain maximum value and maintain price competitiveness. Contractor shall develop a plan to involve the best qualified subcontractors in the project.



The CMCP shall also identify construction work packages for which the Contractor plans to submit their own sealed, competitive bid(s) as well as work packages they intend to self-perform. Contractor shall note that Owner must manage bid openings in which Contractor submits a bid per RCW 39.10.390. The process to be used by the Contractor for solicitation and receipt of competitive bids and quotations will also be identified in the Plan. Contractor will also describe their approach for determining the specific objective criteria that will be used by the Contractor and Owner to evaluate bidder responsibility and recommending awards for construction subcontracts and equipment and material purchases, in accordance with RCW 39.10.380.

CMCP shall include a description of how the procurement approach will change as Project advances to MACC and post Construction Services NTP. Identify suppliers and subcontractors to be sourced pre-MACC versus post-MACC.

Contractor shall submit draft CMCP to Owner for review and comment not later than 30 calendar days after the Contractor has received the 60% Design submittal. Within 7 calendar days after Contractor's receipt of Owner comments, Contractor will convene a workshop to review and resolve Owner comments on the CMCP. Contractor will submit a revised, final CMCP incorporating Owner's comments within 7 calendar days of the workshop.

Contractor will update the CMCP based on the Contractor's final approach to bidding the project. Contractor will use the 90% design documents for the technical content to be provided in the trade subcontract bid documents, and equipment and material requests for quotations.

Contractor will conduct the competitive bidding process in accordance with the applicable subcontracting procedures required by RCW 39.10, Owner-approved CMCP, and the GC/CM Agreement. Contractor shall follow the bidding requirements of the CMCP if they elect to compete for trade subcontract work. Contractor shall submit the bids and a summary of the bid evaluations to Owner and the Design Engineer for review and the Contractor shall facilitate a workshop to discuss the Contractor's recommendations for self-performed work, subcontracts, equipment and materials. The workshop should include the selection process and the final selection. Copies of all subcontracts, including all modifications and/or revisions will be furnished to Owner within 7 calendar days from issuance. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any work against whom Contractor has reasonable objection.

1.5.3 Health and Safety Plan(s)

Contractor shall engage with Design Engineer and Owner no later than 30 days from NTP to gather information needed for developing the Preconstruction Health and Safety Plan to support site investigations during Preconstruction Services Phase of the project.



The Preconstruction Health and Safety Plan shall be developed for site investigations which may include soil borings, subsurface utility locations, confirmation of facility asbuilts, and assessment of structural conditions as well as other investigations recommended by Design Engineer. Contractor will develop plan to be suitable for the site investigations to be performed that provide the controls needed to eliminate or minimize occupational injuries, illnesses, and damage to Owner property. Contractor will submit draft Preconstruction Health and Safety Plan for Owner review and comment. The draft Preconstruction Health and Safety Plan will be due within 60 days from NTP. Contractor will reconcile and incorporate Owner comments into the final Preconstruction Health and Safety Plan as necessary for Preconstruction Services.

The Contractor shall develop a draft Construction Health and Safety Plan for Construction Services and submit with its 90% Cost Estimate Submittal (Subtask 7.2). Contractor will finalize Construction Health and Safety Plan based on Owner review comments for inclusion in the draft Construction Services Proposal in Task 8.

1.5.4 Quality Management Plan

Contractor shall develop a draft Quality Management Plan (QMP) that discusses its Quality Assurance/Quality Control Program (QA/QC Program) during the construction of the Project. Contractor shall identify a Quality Control Manager (QC Manager) who is responsible for implementing the QA/AC Program and identify the responsibilities for the Contractor, Owner, Design Engineer, and third-party testing agencies.

Draft and final QMP shall include, at a minimum:

- A statement by Contractor's Project Manager designating the QC Manager and specifying the authority delegated to the QC Manager to direct cessation or removal and replacement of defective Work.
- Describe the QA/QC program and include procedures, work instructions, and records. Describe methods relating to areas that require special testing and procedures as required by the Specifications.
- Include specific instructions defining procedures for observing Work in process and comparing this Work with the Contract requirements (organized by specifications section).
- Describe procedures to ensure that equipment or materials that have been accepted at the Worksite are properly stored, identified, installed, and tested.
- Include procedures to verify that procured products and services conform to the requirements of the Specifications. Requirements of these procedures shall be applied, as appropriate, to lower-tier Suppliers and/or Subcontractors.
- Commissioning quality control: Include procedures to verify that the commissioning requirements of the Contract Documents are integrated into the QA/QC Program and QMP and conform to the requirements of the Specifications. Requirements of these procedures shall be applied, as appropriate, to the Contractor and the lower-tier Suppliers and/or Subcontractors.



- Include instructions for recording inspections and requirements for demonstrating through the Daily Inspection Reports that Work inspected was in compliance or a deficiency was noted and action to be taken.
- Defects and Corrective Action: Include procedures for avoiding and handling deficiencies and non-conforming Work. Deficiencies and non-conforming Work are defined as documentation, drawings, material, equipment, or Work not conforming to the indicated requirements or procedures. The procedure shall prevent non-conformances by identification, documentation, evaluation, separation, disposition, and corrective action to prevent reoccurrence. Conditions having adverse effects on quality shall be promptly identified and reported to the senior level management. The cause of conditions adverse to quality shall be determined and documents and measures implemented to prevent recurrence. In addition, at a minimum, this procedure shall address:
 - Personnel responsible for identifying deficient and non-complying items within Work.
 - How and by whom deficient and non-compliant items are documented "in the field."
 - The personnel and process utilized for logging deficient and non-compliant Work at the end of each day onto a deficiency log.
 - Tracking processes and tracking documentation for deficient and nonconforming Work.
 - Personnel responsible for achieving resolution of outstanding deficiencies.
 - Include detailed procedures for the performance and control of special process (e.g., welding, soldering, heat treating, cleaning, plating, nondestructive examination, etc.).
- Include procedures to preclude the covering of deficient or rejected Work.
- Include procedures for halting or rejecting Work.
- Include procedures for resolution of differences between the QC Manager and the production personnel.
- Identify contractual hold/inspection points as well as any Contractor-imposed hold/inspection points.
- Discuss document control/quality records:
 - Establish methods for control of Contract Documents that describe how Drawings and Specifications are received and distributed to ensure the correct issue of the document being used. Describe how record document/drawing data are documented and furnished to Design Engineer.
 - Develop a list of specific records as required by the Contract Documents that will be furnished to Design Engineer at the completion of activities.

Draft QMP shall be submitted for Owner and Design Engineer review a minimum of 14 calendar days prior to QA/QC Program Meeting (Subtask 2.2). The results of the meeting shall inform revisions to the draft Plan shall be submitted with Contractor's 90% Cost Estimate (Subtask 7.2). Contractor will update QMP based on Owner review comments and design development for inclusion in the draft Construction Services Proposal in Task 8. QMP shall include a schedule of tests, inspections, and similar quality-control services



required by the design documents. This schedule shall include the following:

- Specification section number and title.
- Brief description of test and inspection.
- Identification of applicable standards.
- Identification of test and inspection methods.
- Number of tests and inspections required.

1.5.5 Commissioning Plan

No later than the 90% Design Review Workshop, Contractor, Design Engineer, and Owner shall meet prior to the development of the draft Commissioning Plan to discuss and confirm roles and responsibilities during the commissioning phase of the Project. Construction Manager shall develop a draft Commissioning Plan that supports costs for Start-up, Commissioning and Acceptance Testing as provided in the Cost Model. The draft Commissioning Plan will be included in Contractor's Construction Services Proposal.

Commissioning Plan shall lay out the Contractor's overall plan for performing all testing activities required by Contract Documents, as applicable. It should discuss the organization of the Commissioning Team, roles and responsibilities of team members, and the lines of communication. Plan shall address how water will be produced, conveyed, treated, recycled, and or disposed until testing verifies specified requirements and how sludge will be introduced into the system for performance testing. The Plan shall also include a description of services, materials, and equipment to be provided and by whom.

Assumptions:

- Draft Specification Section 01400 Quality Requirements provided with RFPP shall be the basis for the draft QMP.
- Owner intends to modify draft Section 01400 Quality Requirements based on collaborative discussions with Contractor upon acceptance of QMP and prior to Construction Services Amendment.
- Draft Specification Section 01756 Commissioning provided with RFPP shall be the basis for the draft Commissioning Plan.
- Owner intends to modify draft Section 01756 Commissioning based on collaborative discussions with Contractor upon acceptance of Commissioning Plan and prior to Construction Services Amendment.

Deliverables:

• Draft and final Plans as described above

Task 2. Meetings

This task includes the meetings expected for the Preconstruction Services with exact meetings described in subtasks comprising Task 2.

2.1 **Project Kick-off Meeting**

Contractor will be responsible for making arrangements for and conducting a Project Kick-



off Meeting. Attendees will include key staff from Owner, Contractor, and Design Engineer. Contractor attendees shall include, at a minimum, the Key Personnel. The purpose of the meeting is to introduce Key Personnel, define roles and responsibilities of team members, discuss project administration including review of monthly invoicing and progress reporting, and to discuss and implement procedures allowing Owner, Contractor, and Design Engineer to perform their respective obligations of the Project. The Contractor will prepare a meeting summary and will distribute to the attendees

Assumptions:

• Meeting is assumed to be in-person.

Deliverables:

• Agenda and meeting summary for Project Kick-off Meeting including Key Personnel roster with names, phone numbers, role during Preconstruction Services.

2.2 QA/QC Program Meeting

Within 120 days of the NTP, Contractor will convene a meeting with Owner and Design Engineer to present Contractor's proposed approach for implementation and management of the construction QA/QC program. This meeting will discuss the Contractor's recommended approach for the performance of quality control and quality assurance during the construction of the project. A key aspect of this discussion will be to reach agreement on the roles and responsibilities for the Contractor, Owner, Design Engineer, and third-party testing agencies. The decisions made from this meeting will inform the Contractor's QMP provided in Subtask 1.5.

Assumptions:

• Meeting shall be conducted in-person.

2.3 Partnering Meeting

In conjunction with Owner, plan a Partnering meeting for Preconstruction Services which includes Owner, Design Engineer's design team, and third parties. Partnering meeting shall occur within 90 calendar days of NTP with the intent to foster open and productive communication among the project participants (Owner, Design Engineer, Contractor team, others as appropriate). Contractor shall provide a partnering facilitator and collaborate with Owner and Design Engineer for development of the meeting agenda and setting of the meeting venue and logistics. Contractor shall prepare a list of attendees from the Contractor team including Project Principal or executive sponsor and ensure their participation in the meeting. Based on meeting outcomes, Contractor shall develop a draft and final Partnering Plan for the Construction Services of the project to be submitted within 28 calendar days of the Partnering meeting for Owner review.

Assumptions:

• Meeting shall be conducted in-person.



Deliverables:

- Agenda, list of attendees, summary of meeting outcomes that can be referred for future partnering sessions.
- Comments on draft Partnering Plan

2.4 Monthly Progress Meetings

Beginning at NTP until negotiation of final Construction Services Amendment is completed, Contractor shall conduct Progress Meetings on a monthly basis during the Preconstruction Services. The standing meeting agenda will be developed by the Contractor with input from Owner and the Design Engineer and will include schedule and cost estimate updates as well as updates to the Preconstruction logs and lists in Subtask 1.4. Agenda will also include construction market updates describing Contractor's tracking of factors that would or may affect costs and time for completing the Project and escalation trends.

Contractor shall undertake a cost trending analysis of the Project's projected cost versus the Cost Model in accordance with the Project Schedule, and shall promptly advise the Owner and the Design Engineer when any cost estimates generated by the Contractor are trending above the Cost Model previously approved by the Owner for the Project.

Progress Meetings will be conducted at location agreed upon by Owner, Contractor, and Design Engineer.

Assumptions:

• Each meeting is assumed to last no more than two hours and be conducted inperson.

Deliverables:

- Agenda and logs or lists referenced in agenda including cost trending analysis
- Meeting summaries

2.5 Bi-Weekly Design Progress Meetings

As requested by Owner and/or Design Engineer, Contractor shall attend Design Engineer's bi-weekly (every other week) design progress meetings to address project specific issues or questions. Contractor shall provide Owner and Design Engineer updates to all logs three business days prior to each meeting and be prepared to discuss updates at each meeting.

Assumptions:

• Each meeting is assumed to last no more than two hours and be conducted virtually.

2.6 Design Focus Meetings

As requested by Owner and/or Design Engineer, Contractor shall attend Design Engineer's design focus meetings to address specific issues concerning design elements



or other matters having the potential to impact the construction of the project. These are intended to be discipline-specific and involve a small group of subject-matter experts. Suggested meeting topics and quantities (for each Work package) are:

- Process and Instrumentation Diagrams (P&IDs)/control strategies up to three meetings
- Electrical distribution and lighting one meeting
- Structural and architectural one meeting
- Civil and yard piping one meeting
- Building mechanical and plumbing one meeting
- Process-mechanical (process piping and equipment, etc.) up to two meetings
- Various topics up to three meetings

Contractor shall provide a report within 7 calendar days after each workshop explaining recommendations for implementation of the work elements evaluated, including cost and schedule savings and impacts, risk mitigations, "ripple" effects on other work elements, and operational impacts. Any recommendations that result in changes to the most recent Owner-approved design deliverable will be added to the Design Evolution Log.

Additionally, Contractor shall attend workshops with Owner and Design Engineer to review deliverables at each design milestone (30% Design, 60%, and 90%). Meetings and deliverables associated with the design milestone reviews are included in Task 5 (30% Design Review), Task 6 (60% Design Review), and Task 7 (90% Design Review).

Assumptions:

- Summary memoranda documenting decisions and recommendations.
- Each discipline-specific meeting is assumed to last no more than two hours and be conducted virtually.

2.7 Public/Community Meetings

Contractor shall assume a minimum level of effort is required to support the Owner at public agency and community meetings.

Assumptions:

• Contractor shall participate in up to three two-hour in-person meetings.

2.8 Preconstruction Scheduling Meeting

Contractor shall hold and lead this meeting within 7 days of the 60% Design Review Workshop, or earlier when mutually agreeable, to establish the format and features of the Baseline Schedule. Also on the meeting agenda shall be:

- 1. Reporting requirements
- 2. Updates and revision procedures.
- 3. Schedule delay analysis procedures.
- 4. Schedule methodology.
- 5. Planned sequence of operations.



- 6. Cost and labor loading methodology.
- 7. Proposed activity coding structure as specified in Section 01320 Project Management and Progress Reporting.
- 8. Naming convention: Name Project Schedule files with the year, month and day of the data date, revision identifier, and a description of the Project Schedule.
 - a. Example 1: 2014_07_30 rev 1 draft baseline schedule.xer.
 - b. Example 2: 2014_09_30 rev 2 sep final update.xer.
- 9. Action items.

Attendees for this meeting shall include Contractor's Project Manager, Construction Manager, Superintendent, Lead Scheduler, Owner, Design Engineer, and others necessary to support the agenda.

Task 3. Permitting Assistance

The purpose of this task is to support the Owner and their Design Engineer in securing project permits. The Contractor will assist in the completion and negotiation of these permits as it relates to implementation of the project construction.

Assumptions:

• Contractor shall participate in up to two virtual two-hour meetings.

Task 4. Site Investigations

Contractor shall coordinate with the Design Engineer and Owner to identify field investigations required to support design development, prepare risk mitigation plans, and gather information to support the development of Methods of Procedures (MOPs) during subsequent construction. MOPs are detailed in draft Specification Section 01140 Work Restrictions. Specific investigations are described in subtasks within Task 4.

4.1 Subsurface Utility Verifications

Contractor shall assist the Design Engineer in field verification of existing utility locations within the boundaries of the site work areas. Contractor shall be responsible for subcontracting for subsurface utility verification services. Design Engineer will support these investigations by providing documentation of the findings with a memo and marked up site plan. Contractor and Design Engineer will determine if the utility verifications identify impacts on the design and construction of the project.

4.2 Verification of As-Built Conditions

Contractor shall assist Design Engineer in the validation of as-built conditions of the existing facilities to identify constructability issues which may impact construction means and methods.

Assumptions:

- Task includes Contractor participation in up to four in-person meetings on-site, each lasting up to four hours.
- Design Engineer to evaluate and document as-built conditions through annotated drawings.



Task 5. 30% Design Review

Although the Design Engineer anticipates being close to completion of the 60% Design upon issuance of NTP, Owner and Design Engineer would like to consider Contractor recommendations that may significantly impact the design while there is opportunity to incorporate them with minimal impacts to the Project schedule. Contractor shall be provided with 30% Design drawings and specifications immediately upon NTP. This task includes Contractor review of the 30% Design, specifically to identify these significant items or potential issues.

5.1 30% Design Workshop

The 30% Design Workshop shall be held within 14 calendar days after the NTP for Preconstruction Services. At this workshop the Design Engineer will present the 30% design to Owner and the Contractor. Contractor shall provide initial perspective on conflicts, omissions, dimensioning and other potential problems. Contractor shall also present recommendations for considerations of scope in each Work package.

Within 28 calendar days of the 30% Design Workshop, Owner, Contractor, and Design Engineer shall meet to review Contractor's Design Evolution Log and Issues Log.

Assumptions:

• Workshop shall be conducted in-person and may be conducted over multiple days.

Deliverables:

- Design Evolution Log
- Issues Log

5.2 Basis of Cost Estimate Report Submittal

Contractor shall prepare and submit a Basis of Cost Estimate Report documenting the approach to be used in preparing Cost Estimates as required by Attachment A to this Scope of Work. Report shall include the sources of cost information, estimating software and descriptions of the estimating process, and provide a checklist to track completeness of estimate submittals.

Contractor will convene a meeting with the Design Engineer and Owner to address report review comments and reconcile.

Deliverables:

• Draft and final Basis of Cost Estimate Report

Task 6. 60% Design Review

As the design is advanced from the 30% Design phase to 60% design phase, the Contractor will support the Design Engineer through informal interaction, cooperation, coordination, collaboration, and communication. Contractor will address day-to-day matters of design development involving constructability, cost, maintenance of plant



operations, tie-in approaches, design discipline coordination, risk identification and their planned mitigations, and others matters that Design Engineer and Owner seek support. Through this interaction, Contractor will actively update and maintain the Design Evolution Log, Issues Log, and Risk Register, and provide formal updates at monthly project meetings with the Design Engineer and Owner.

6.1 60% Design Workshops

Three Design Workshops are to be conducted with the Contractor, Design Engineer, and Owner for reviewing the 60% Design documents.

The 60% Design Workshop will be held as soon as the Contractor receives the 60% design milestone documents. At this workshop the Design Engineer will present the 60% design to Owner and the Contractor. Contractor shall review documents for the elimination of conflicts, omissions, dimensioning and other potential problems. Within 21 calendar days after the conclusion of the workshop, the Contractor will produce a summary of review comments focused on value engineering concepts, constructability, design coordination, and issues, if any, related to project implementation. Contractor shall include the Submittals List for the submittals anticipated within the first 90 days after NTP of each Construction Services Amendment.

The 60% Design Constructability Review Workshop will be held within 7 calendar days of providing Contractor's review comments to Owner and Design Engineer with the purpose to formally present the results of the Contractor's 60% design constructability review to the Design Engineer and Owner.

The 60% Design Reconciliation Workshop will be held within 21 calendar days of the 60% Design Constructability Review Workshop. The Design Engineer will formally present their proposed resolutions to the Contractor and Owner's 60% design review comments.

Assumptions:

• Workshops shall be conducted in-person and last no more than four hours each.

Deliverables:

- Workshop notes
- Design Evolution Log update based on the 60% Design Reconciliation Workship
- Issues Log update
- Risk Register update
- Updated Submittals List

6.2 Cost Estimate Submittal based on 60% Design

Within 28 calendar days from the 60% Design Reconciliation Workshop, Contractor will prepare the Cost Estimate Submittal in accordance with the cost model methodology provided as Attachment A to this Scope of Work, and submit to the Owner and Design Engineer for review. Contractor shall furnish copies of quotations to Owner in its Cost Estimate Submittal. This estimate will provide information for the Owner and Design



Engineer to assist in evaluating alternative designs, equipment, materials or other variations in implementation of the project and will provide the basis tracking costs to the MACC negotiations. Cost Estimate shall include adopted changes resulting from various Project reviews and other accepted changes as well as changes from the 60% Design Reconciliation Workshop. Contractor shall incorporate information on labor rates, productivity, pricing of materials and equipment, overhead costs and escalation to produce a complete final Class 3 cost estimate of all the work to be included in the Total Contract Cost. Cost Estimate Submittal shall comply with the guidelines established by the Association for the Advancement of Cost Engineering (AACE) Recommended Practice 19R-97 and cost model methodology shall be as required in Attachment A to this Scope of Work, and submit to the Design Engineer and Owner for review.

Contractor will convene a meeting with the Design Engineer and Owner to address estimate review comments and reconcile cost elements that appear to be misaligned with the project's intended scope. Contractor will prepare and submit a revised Class 3 estimate incorporating the results of the reconciliation review as well as an updated Design Evolution Log if changes to design were made.

Deliverables:

• Draft and final Cost Estimate Submittal based on 60% Design and 60% Design Reconciliation Workshop including Basis of Estimate Memorandum, Attachments identified in Attachment A, and Plans as identified in Subtask 1.5

6.3 Value Engineering and Constructability Review of 60% Design

Contractor shall perform an initial value engineering and constructability review on the 60% Design deliverables as well as changes from the 60% Design Reconciliation Workshop within 28 calendar days of the 60% Design Reconciliation Workshop. Constructability review should also address the feasibility of utilizing State Revolving Funds (SRF) or other anticipated potential funding in terms of compliance with anticipated funding requirements such as Build America, Buy America (BABA) and American Iron and Steel (AIS) and impacts to the construction cost and/or schedule. Value engineering or constructability review comments generated from this review shall be recorded in a spreadsheet summarizing the comment, its positive or negative benefits, as well as an order of magnitude assessment of the impact to the project cost and schedule.

Contractor shall identify drawings, specifications and/or interfaces with other contract designs that will require modification as a result of each proposed change and assist in evaluating design costs and schedule impacts related to each proposed change. The Contractor will submit the spreadsheet to Owner and the Design Engineer for review and evaluation.

Value engineering reviews shall identify, evaluate, and propose cost-effective alternatives to all aspects of the Project design. Such analysis shall be presented by Contractor, as requested by Owner and Design Engineer, in a format (report, sketches, drawings, PowerPoint presentation) that enables the Owner and the Design Engineer to readily



evaluate proposed alternatives on the basis of their potential Project cost and time savings.

Contractor's constructability review shall provide recommendations on the construction documents with issues such as phasing of the work, staging, temporary work, new construction techniques or methods for executing the work, along with identifying where the contract documents are not consistent or complete. Review to ensure that good building practice is being incorporated into the documents and design elements are buildable as drawn. Also identify whether project sequencing is viable with respect to third-party requirements. Additionally, Contractor shall (a) identify physical conflicts between existing structures and/or utilities; (b) confirm that tie-in conditions to existing structures are coordinated with the Drawings; (c) confirm that sequencing of the Work is coordinated with the Drawings; (d) identify and clarify any potential impacts to existing facility operations which require a mitigation plan to be developed; (e) identify site logistics which need to be incorporated into the Drawings; and (f) identify items or issues in the Drawings which may cause the Project additional cost and time impacts and which can be avoided or eliminated from the Project.

Within 21 calendar days of the Contractor's submission to Owner and the Design Engineer, Contractor shall convene a meeting (not to exceed four hours) to receive input and address questions from Owner and the Design Engineer on the Contractor's review comments. At this meeting, Owner shall identify value engineering and constructability review comments which are to be incorporated into the project scope and design.

The Contractor will incorporate Owner-approved modifications resulting from this review into the Design Evolution Log to record design modifications and their overall impact on the project cost and schedule. Log shall include analysis of costs and schedules and savings or other benefits that will be gained with the recommended alternatives.

Deliverables:

- Value engineering and constructability review spreadsheet for 60% Design
- Value engineering schematics, if requested
- Updated Risk Register
- Updated Design Evolution Log incorporating scope changes as agreed upon by Owner

Task 7. 90% Design Review

As the design is advanced from the 60% to 90% design phase, the Contractor will support the Design Engineer through informal interaction, cooperation, coordination, collaboration, and communication. Contractor will address day-to-day matters of design development involving constructability, cost, maintenance of plant operations, tie-in approaches, design discipline coordination, risk identification and their planned mitigations, and others matters that Design Engineer and Owner seek support. Through this interaction, Contractor will actively update and maintain the Design Evolution Log,



Issues Log, and Risk Register, and provide formal updates at monthly project meetings with the Design Engineer and Owner.

7.1 90% Design Workshops

Three Design Workshops, per anticipated MACC, are to be conducted with the Contractor, Design Engineer, and Owner for reviewing the 90% Design documents.

The 90% Design Workshop will be held as soon as the Contractor receives the 90% design milestone documents. At this workshop the Design Engineer will present the 90% design to Owner and the Contractor. Contractor shall review documents for the elimination of conflicts, omissions, dimensioning and other potential problems. Within 14 calendar days after the conclusion of the workshop, the Contractor will produce a summary of review comments focused on value engineering concepts, constructability, design coordination, and issues, if any, related to project implementation. Contractor shall include the updated Submittals List for all submittals anticipated during construction.

The 90% Design Constructability Review Workshop will be held within 7 calendar days of providing Contractor's review comments to Owner and Design Engineer with the purpose to formally present the results of the Contractor's 90% design review to the Design Engineer and Owner.

The 90% Design Reconciliation Workshop will be held within 14 calendar days of the 90% Design Constructability Review Workshop. The Design Engineer will formally present their proposed resolutions to the Contractor and Owner's 90% design review comments.

Assumptions:

• Workshops shall be conducted in-person and last no more than four hours each.

Deliverables:

- Workship notes
- Design Evolution Log update based on 90% Design Reconciliation Workshop
- Issues Log update
- Risk Register update
- Updated Submittals List

7.2 Cost Estimate Submittal based on 90% Design

Within 28 calendar days from the 90% Design Reconciliation Workshop, Contractor shall update Cost Estimate to incorporate adopted changes resulting from various project reviews and other accepted changes, incorporate any new information on labor rates, productivity, pricing of materials and equipment, overhead costs and escalation to produce a complete final Class 2 cost estimate of all the work to be included in the Total Contract Cost. Cost Estimate Submittal shall comply with the guidelines established by AACE Recommended Practice 19R-97 and cost model methodology shall be as required in Attachment A to this Scope of Work, and submit to the Design Engineer and Owner for review.



Contractor will convene a meeting with the Design Engineer and Owner to address estimate review comments and reconcile cost elements that appear to be misaligned with the projects intended scope. Contractor will prepare and submit a revised Class 2 estimate incorporating the results of the reconciliation review as well as an updated Design Evolution Log.

Deliverables:

• Draft and final Cost Estimate Submittal identified in Attachment A, and Plans as identified in Subtask 1.5

7.3 Value Engineering and Constructability Review of 90% Design

Contractor shall perform value engineering and constructability review on the 90% Design deliverables as well as changes from the 90% Design Reconciliation Workshop within 28 calendar days of the 90% Design Reconciliation Workshop. Constructability review and value engineering shall be performed as described in Subtask 6.3. The Contractor will submit the spreadsheet to Owner and the Design Engineer for review and evaluation.

Within 21 calendar days of the Contractor's submission to Owner and the Design Engineer, Contractor shall convene a meeting (not to exceed two hours) to receive input and address questions from Owner and the Design Engineer on the Contractor's review comments. At this meeting, Owner shall identify value engineering and constructability review comments which are to be incorporated into the Project scope and design.

The Contractor will incorporate Owner-approved modifications resulting from this review into the Design Evolution Log to record design modifications and their overall impact on the project cost and schedule. Log shall include analysis of costs and schedules and savings or other benefits that will be gained with the recommended alternatives.

Deliverables:

- Value engineering and constructability review spreadsheet for 90% Design
- Value engineering schematics, if requested
- Updated Risk Register
- Updated Design Evolution Log incorporating scope changes as agreed upon by Owner

Task 8. Construction Services Proposal(s)

Contractor shall develop Construction Services Proposal(s) in accordance with the GC/CM Agreement. The Construction Services Proposal(s) will establish the commercial terms for performance of the Construction Services. Upon Owner acceptance of the Construction Services Proposal, it is anticipated that Owner and Contractor will amend the GC/CM Agreement and incorporate the agreed-upon Construction Services Proposal.

Contractor will develop and negotiate MACC(s) in accordance with the approved CMCP. The CMCP may identify multiple MACCs. This task includes utilizing the 90% design



documents that have been revised to reflect changes agreed to at the 90% Design Reconciliation Workshop to bid work packages, bid trade subcontract work packages, and request binding quotations for equipment and materials. Contractor will competitively bid the work in accordance with the CMCP and GC/CM Agreement.

8.1 Construction Services Proposal Development

Contractor will develop Construction Services Proposal(s) based on Contractor's recommendation for award of trade subcontract bids, and quotations for equipment and permanent materials. Contractor's recommendations for award are to be documented in an open book format. Contractor recommendations for award can be based on cost and non-cost criteria. Examples of non-cost criteria include subcontractor/vendor qualifications, project approach, acceptance of subcontract and purchase order terms, and other risk factors. Additionally, Contractor shall work with Design Engineer and Owner to develop scope for startup and commissioning that will serve as the basis for a cost allowance in the MACC. The Construction Services Proposal format will be developed consistent with the requirements established in the GC/CM Agreement and Attachment A to this Scope of Work.

Deliverables

- Draft Construction Services Proposal
- Negotiated Construction Services Proposal

8.2 MACC Workshops

8.2.1 MACC Approach Workshop

Following submission to Owner and the Design Engineer of the draft CMCP per Subtask 1.5 and the Construction Cost Estimate based on the 60% Design per subtask 6.2, Contractor will conduct an initial MACC Workshop (not longer than four hours) with Owner and Design Engineer. This workshop will be used to describe the Contractor's approach to competitive bidding of the work, and will also detail Contractor's process for receiving, evaluating and recommending bids and quotations used to establish the basis for each MACC. This workshop will also provide an opportunity to discuss any other aspects of the cost model and contracting plan.

8.2.2 Construction Services Proposal Presentation Workshop

Within 21 calendar days after receipt of bids and quotations for preparation of the Construction Services Proposal, Contractor will convene an additional MACC workshop (not longer than four hours) to present the Construction Services Proposal to Owner. The purpose of this workshop is to 1) familiarize Owner with the proposal contents and 2) identify the Contractor's basis of selection of trade subcontractor bids and supplier quotations used to establish the MACC. Contractor will conduct such Workshop for each MACC.



8.2.3 MACC Negotiation Workshop(s)

Within 14 calendar days of the Construction Services Proposal Presentation Workshop with Owner, the Contractor will convene a series of meetings to negotiate the MACC Proposal with Owner.

8.3 Update Plans

Contractor will update the CMCP, the Construction Services Execution Plan, and the Health and Safety Plan (subtask 1.5) initially developed based on the 30% Design documents. Revisions to the Plans will reflect the results of the bidder outreach campaign, subcontractor, vendor and supplier prequalification process, and design development and shall be used for the basis of each Construction Services Proposal.

The updated Plans shall be submitted to Owner for review and comment no later than 14 calendar days after the completion of the 90% Design Reconciliation Workshop. Within 7 calendar days after Contractor's receipt of Owner comments, Contractor will convene a meeting (not more than two hours) to review and resolve Owner comments on the Plans. Contractor will submit revised final Plans incorporating Owner's comments with its draft Construction Services Proposal.



ATTACHMENT A COST MODEL GUIDELINES



ATTACHMENT A

COST MODEL GUIDELINES FOR

GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES

ARTICLE 1 – INTRODUCTION

As part of performance of the Preconstruction Services, the Contractor shall prepare, at each milestone set forth in this Article, a Cost Estimate Submittal for Construction Services of the Project. This Attachment A describes the requirements that the Contractor shall follow to prepare its Cost Model and the Cost Estimate Submittals. Each Cost Estimate Submittal shall represent an "open-book" cost estimate detailing both the direct and indirect cost components. A separate and independent progressive Cost Estimate Submittal is required for each anticipated Construction Services Amendment.

The Cost Estimate Submittal at each milestone will be submitted to the Owner for review and comment. The Owner shall either:

- 1. Accept the Cost Estimate Submittal;
- 2. Accept the Cost Estimate Submittal with exceptions that the Contractor will need to incorporate in subsequent Cost Estimate Submittal (i.e., the cost estimate with the next design submittal); or
- 3. Reject the Cost Estimate Submittal for additional refinement or development to meet the Owner's requirements.

The Contractor will be required to provide a Cost Estimate Submittal with the following milestones:

- 60% Design Submittal; and
- 90% Design Submittal.

Upon acceptance by the Owner of the Cost Estimate Submittal provided at the 90 percent Design Submittal milestone, the Contractor will be directed to prepare a Construction Services Proposal. The Construction Services Proposal requirements shall be in accordance with the GC/CM Agreement and Preconstruction Services Scope of Work.

ARTICLE 2 - COST ESTIMATE SUBMITTAL REQUIREMENTS

2.1 Organization of the Cost Estimate Submittal

Contractor shall prepare each Cost Estimate Submittal containing the following components in the following order:

- Cost Estimate Summary Memorandum
- Attachment 1 Cost Model



- Attachment 2 Assumptions and Exclusions
- Attachment 3 Subcontractor and Supplier Estimates and/or Bids
- Attachment 4 Allowance Items
- Attachment 5 Contractor Contingency Costs Support Information
- Attachment 6 Specified General Conditions Costs Support Information
- Attachment 7 Negotiated Support Services Information
- Attachment 8 Updated Letter from Surety
- Attachment 9 Updated Construction Schedule

Contractor shall submit to Owner and Design Engineer, an electronic copy in Adobe PDF format.

A. Cost Estimate Submittal Review Memorandum will be provided from the Owner to Contractor that will include the Owner's comments regarding the Cost Estimate Submittal, and whether the Owner accepts, accepts with exceptions, or rejects the Cost Estimate Submittal. A meeting will be held to discuss the Owner's review comments, as well as how the Contractor intends to address such comments and incorporate those comments into either a revised Cost Estimate Submittal or the subsequent Cost Estimate Submittal (i.e., the cost estimate with the next design submittal).

The following subsections describe in detail the information to be provided within each Cost Estimate Submittal component.

2.2 Cost Estimate Summary Memorandum

The Cost Estimate Summary Memorandum shall consist of a narrative summary of the cost estimate that includes, at a minimum, the following:

- A. Summary of costing activities since the previous Cost Estimate Submittal.
- B. Changes subsequent to the previous cost estimate and reasons for the changes. Changes should be clearly denoted between the current cost estimate and the prior cost estimate. Contractor shall address outcome of estimated Work items relative to its escalation trend tracking efforts.
- C. Response to Owner's comments on prior Cost Estimate Submittal.
- D. List of proposed major equipment with the procurement status for each. The procurement status should include supplier pre-qualification activities and suppliers pre-qualified to-date.
- E. List of proposed construction package subcontracts with the procurement status for each. The procurement updates should include subcontractor pre-qualification activities and subcontractors pre-qualified to-date.
- F. Describe process for selecting and including subcontractor, materials, and equipment prices in cost model, and impact of such pricing on project costs.
- G. Current contingency value and the approach to determining the value. Describe basis for escalation value and provide support information that justifies escalation value. Discuss any opportunities to mitigate the impacts of escalation.



- H. Provide overview of work to be self-performed, reasons/rationale/benefits for selfperformed work, description of what is included in self-performed work areas, and explanation of how Contractor meets requirements for self-performance.
- I. A cost summary table similar to Table A-1. The Total Contract Cost (TCC) is the cost that Contractor estimates to complete the Final Design and Construction. The Maximum Allowable Construction Cost (MACC) will be the basis for the TCC presented in the Construction Services Proposal.

Table A-1 – Contractor Cost Summary

KITSAP COUNTY – CKTP SOLIDS AND LIQUIDS HAULED WASTE UPGRADES PROJECT

PROJECT		90%		
Cost Element	60% Design	Design		
Costs of the Work				
Construction Costs				
Allowances				
Bonds				
Subtotal Costs of the Work (A)				
Negotiated Support Services				
Start-up, Commissioning, & Acceptance Testing				
Quality Management Program				
Field Office				
Temporary Site Amenities				
Photos and Video Documentation				
(Others to be negotiated)				
Subtotal Negotiated Support Services (B)				
Risk Contingency				
Escalation of Labor and Material				
Contractor Risks				
Trade Buy-Out Differentials				
Scope Gap/Exclusions				
Subtotal Risk Contingency (C)				
Maximum Allowable Construction Cost (MACC) (A+B+C)				
Specified General Conditions (D)				
Contractor's Fee (E)				
Total Contract Cost (TCC) (A+B+C+D+E)				
Sales Tax				
Preconstruction Services				



2.3 Attachments

The Contractor shall update the attachments described below at each milestone to reflect design progression and refinement of Project during Preconstruction Services. Such attachments shall be included in the Construction Services Proposal.

Attachment 1 – Cost Model:

- Attachment 1 shall include a line item cost breakdown of all Contractor costs, including all labor, materials, subcontractor, and supplier cost elements consistent with Association for the Advancement of Cost Engineering -International (AACEi) practices. The organization of the Contractor's cost model should follow the organization of Table A-1 such that all direct costs, professional services costs during Final Design and Construction, other indirect costs, etc. are accurately accounted for.
- 2. The direct costs shall be organized by each designated facility/area. The facility/area designations will be agreed upon by both the Owner and Contractor.
- 3. For work <u>performed</u> by the Contractor (i.e., self-performance), direct costs should be distinguished as such and should be presented in conformance with Construction Specifications Institute (CSI) MasterFormat 1995 Edition to include the following Divisions:
 - Division 1 General Requirements
 - Division 2 Site Construction
 - Division 3 Concrete
 - Division 4 Masonry
 - Division 5 Metals
 - Division 6 Wood and Plastics
 - Division 7 Thermal and Moisture Protection
 - Division 8 Doors and Windows
 - Division 9 Finishes
 - Division 10 Specialties
 - Division 11 Equipment
 - Division 12 Furnishings
 - Division 13 Special Construction
 - Division 14 Conveying Systems
 - Division 15 Mechanical
 - Division 16 Electrical
- 4. The Divisions, as shown above, may change depending on the CSI MasterFormat Edition being used for the Project and as approved by the Owner.
- 5. An example cost model format is provided in Table A--2 below. The cost model format by Contractor does not need to match the example exactly but rather the level of detail and intent reflected in the example.
- 6. Specified General Conditions Costs (typically considered Division 1) shall be those costs according to a breakdown approved by the Owner. A separate



line item shall be included for costs associated with each of the Contractor supervisory and administrative personnel. See Cost Allocation Matrix for more information.

- 7. Negotiated Support Services shall be those costs according to a breakdown approved by Owner. A separate line item shall be included for categories of costs as agreed by Owner and Contractor. See Cost Allocation Matrix for more information.
- 8. For work <u>not performed</u> by the Contractor (e.g., competitively bid, subcontracted or vendor supplied), corresponding direct costs should be delineated as such and do not have to be presented in the CSI format. If a quote or bid is received for a particular cost element (e.g., major equipment, subcontracted work package), the cost model line item shall correspond to the quotes and bids provided in Attachment 3 of the Cost Estimate Submittal (ex., line item cost for concrete material shall correspond to the bid price provided by selected concrete supplier). Line item costs shall include all applicable taxes and fees.
- 9. The total cost reflected in the cost model shall equal the Total Contract Cost provided in the Cost Estimate Summary Memorandum.
- 10. The cost model should include listing of vehicles, material/hoisting equipment and other construction-related equipment required to complete the scope of the Project.



Table A-2 – Exam	ple of Cost N	lodel Form	at							
KITSAP COUNTY- CKTP SOLIDS AND LIQUIDS HAULED WASTE UPGRADES PROJECT										
Item Number	Work	Takeoff	Labor	Labor	Labor	Material	Material	Material	Subcontractor	TOTAL
	Element	Quantity	Cost/Unit	Quantity	Price	Cost/Unit	Quantity	Price	Cost	COST
	Description									
Facility 210										
Division 3										
03-100	Concrete									
03-101	Concrete									
	Material									
03-102	Reinforcing									
	Steel									
03-103	Formwork									
03-104	Cranes									
03-105	Concrete									
	Pumping									
Subtotal 03-100										
Subtotal Division 3										



Attachment 2 – Assumptions and Exclusions:

- 1. Attachment 2 shall include a list of all assumptions, clarifications, and exclusions that Contractor used to determine the project costs.
- 2. Assumptions, clarifications and exclusions which are contrary to an express contract term shall not be used in interpreting the rights and obligations of the Parties under the GC/CM Agreement.
- 3. Provide table of specific items excluded from estimate that are either the responsibility of the Owner or for other reason.
- 4. Provide table of Assumptions and Clarifications (includes identification of scope gap items and other assumptions/clarifications used to develop the cost estimate; include those items that document what is assumed to be included in the estimate that is not necessarily reflected in drawings and specifications; include clarifications on quantities and unit costs utilized).
 - General Assumptions/Clarifications
 - Sitework and Yard Piping Assumptions
 - Concrete Assumptions
 - Metals Assumptions
 - HVAC and Plumbing Assumptions
 - Exposed Process Piping and Mechanical Assumptions
 - Electrical and I&C
 - SCADA/Programming

Attachment 3 – Subcontractor and Supplier Estimates and/or Bids:

- 1. Attachment 3 shall include a copy of all subcontractor and supplier quotes or bids received by Contractor. The quotes and bids shall be organized by facility/area and/or bid package. A summary sheet shall be provided for each bid package listing the supplier/subcontractor that provided quotes/bids, the price from each quote/bid, the supplier/subcontractor selected or recommended, the reason for selection (i.e., low bid, best-value, etc.), and any scope deficiencies (scope gap/exclusions) and corresponding cost estimate for the deficiencies (as estimated by the Contractor). One summary sheet can be used for each bid package. Quotes and bids from respective subcontractors and suppliers shall explicitly describe the scope of services associated with the quote or bid (including assumptions, exclusions, and clarifications), and shall include a quantity and unit price breakdown of primary work elements.
- 2. It is expected that as the design progresses (e.g., 60% Design to 90% Design) most supplier and subcontractor bids will be obtained by Contractor, rather than estimates/quotes, and will be used as the basis for the Cost Estimate Submittal.

Attachment 4 – Allowances:

1. Attachment 4 shall include a detailed description of each allowance item proposed by Contractor along with a proposed cost for each allowance item. Each allowance item description shall consist of a summary description of the allowance item, an itemized



list of scope items included within allowance item, and any specific and applicable exclusions to allowance item.

Attachment 5 – Contractor Contingency Support Information:

- 1. Attachment 5 shall include a breakdown of Contractor contingencies consisting of:
 - a) Escalation of materials and goods;
 - b) Contractor risks; and
 - c) Scope gap/exclusions not included as part of the construction costs (i.e., direct costs for self-performance, subcontracted, or supplier work).

Attachment 5 shall contain all financial and probability-of-occurrence analysis and other support information that was used by Contractor to determine the value of the contingencies.

- 2. For escalation contingencies, the Contractor shall detail the escalation approach and methodology used for determining materials and goods escalation over the project duration. Escalation for equipment, supply contracts, and subcontracts should not be included within the escalation contingency if such costs were included within the subcontract and equipment packages (e.g., proposers were required to include escalation in its pricing).
- 3. For Contractor risk contingencies, a risk register in accordance with Preconstruction Services Scope Work and/or risk model of all project risks assumed by Contractor shall be included with a corresponding monetary value associated with each risk. The risk register and/or model shall include risk description, risk likelihood/probability, consequence of occurrence (monetary value/cost), mitigation approach, and risk assignment. A copy of the risk model will be provided to the Owner.
- 4. For scope gap/exclusions contingencies, the Contractor shall detail omissions not included within equipment or subcontracted packages. Scope gap/exclusions may include known deficiencies or issues with a package that do not conform to Contractor or Owner specifications/requirements. Scope gap/exclusions should be delineated by facility/area and/or bid package.
- 5. The monetary value of the contingencies shall equal the Contractor Contingency amount provided in the Cost Estimate Summary Memorandum.

Attachment 6 – Specified General Conditions Costs Support Information:

- 1. This attachment shall include information to support the Specified General Conditions costs provided in the cost model.
- 2. The Contractor shall provide an organizational chart of its Construction Services staff and a person-hour analysis including costs of base wages or salaries of supervisory and administrative personnel of the Contractor that support the Specified General Conditions. Supervisory and administrative personnel include the Project Manager, Superintendent, Project Engineer, Project Administrator, Scheduler, and Field Engineer. A multiplier of ____% (to be provided by Contractor) applied to such base wages or salaries of such Contractor supervisory and administrative personnel as



compensation for costs incurred by the Contractor for employee benefits, projectrelated bonuses, premiums, taxes, insurance, contributions and assessments required by law and collective bargaining agreements.

- 4. The Contractor shall include cost information for developing and maintaining the Health and Safety Program as defined by its Owner-approved Health and Safety Plan for Construction Services.
- 5. The Contractor shall include cost information for providing sufficient documentation to support Owner's funding requirements such as SRF.
- 6. The Contractor shall include cost information for administration and management of the project in accordance with the following Construction Administration Requirements (Division 01) Specifications:
 - 01290 Payment Procedures and Change Management
 - 01300 Construction Submittal Procedures
 - 01320 Project Management and Progress Reporting
 - 01770 Closeout Procedures
- 7. The Contractor shall include costs for maintaining and updating BIM models during construction in accordance with Specification 01340 Building Information Modeling Requirements.
- 8. The Contractor shall include cost information for providing project signage in accordance with Specification 01500 Temporary Facilities and Controls.

Attachment 7 – Negotiated Support Services:

- 1. This attachment shall include information to support the negotiated support services costs provided in the cost model.
- 2. The Contractor shall provide an organizational chart of its Construction Services staff and a person-hour analysis including costs of base wages or salaries of its Quality Control Manager and Commissioning and Startup Coordinator. A multiplier of ____% (to be provided by Contractor) applied to such base wages or salaries of Quality Control Manager and Commissioning and Startup Coordinator as compensation for costs incurred by the Contractor for employee benefits, project-related bonuses, premiums, taxes, insurance, contributions and assessments required by law and collective bargaining agreements.
- 3. The Contractor shall include the following cost information, at a minimum, for developing the field office and construction supply costs for Contractor staff:
 - Contractor field office mobilization and demobilization
 - Office trailer rental
 - Office furniture and equipment
 - Office janitorial
 - Document reproduction services (off-site or custom)
 - Copy machines, fax machines, printers, scanners, and paper shredders
 - Office computers, software, and maintenance
 - Office telephones, and telephone and internet service



- Accounting and data processing costs
- Jobsite radios/cellular phones
- Postage, courier, and express delivery
- Job travel, including fuel and vehicle
- Temporary parking and laydown areas
- Storage facilities, both on and off site, as appropriate
- Tools and toolshed
- Surveying equipment and supplies
- Office supplies
- Reference manuals
- Employee identification system
- Business licenses and fees
- 4. The Contractor shall include the following cost information, at a minimum, for developing the temporary amenities for Contractor Project Site activities:
 - Facilities for drinking water and sanitation to support field offices (drinking water system will be metered)
 - Provide fire protection, site security, power generation, communications, and appropriate lighting for temporary facilities.
 - Traffic control equipment rental
 - Temporary weather protection facilities
 - Fencing, barricades, partitions, and protected walkways
 - Site erosion control
- 5. The Contractor shall include cost information for maintaining a clean Project site through the Project duration as required in Specification 01700 Execution Requirements.
- 6. The Contractor shall include cost information to visually document project progress using photographs and videos as required in Specification 01320 Project Management and Progress Reporting.
- 7. The Contractor shall include cost information to implement its Quality Assurance/Quality Control Program in accordance with its Owner approved Quality Management Plan. Provide assumptions and basis used to develop quality control testing costs as needed to supplement Construction Services (provide breakdown of cost estimate).
- 8. Start-up, Commissioning, and Acceptance Testing Costs Support Information:
 - Information to support the start-up, commissioning, and acceptance testing costs provided in the cost model. Provide any additional assumptions and clarifications that support costs.
 - The Contractor shall provide an organizational chart of its start-up, commissioning and acceptance testing staffs; a conceptual plan for performing these activities; and person-hour and cost analysis for the associated activities.
 - The Contractor shall provide the costs elements for warranty periods following Substantial Completion.



Attachment 8 – Updated Letter from Surety:

1. This attachment shall include an updated letter from the surety (or sureties) verifying that Contractor has sufficient bonding capacity available for the Project based on the current cost estimate.

Attachment 9 – Updated Final Design and Construction Schedule:

1. Attachment 9 shall include an updated summary-level (i.e., roll-up) schedule for the Construction Services in accordance with Preconstruction Services Scope of Work that should be consistent with the completion durations included in the cost model all direct costs (by facility/area) and indirect costs (i.e., General Conditions).