

GCCM Best Practices Manual Draft

- 1. Introduction – Included
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- 3. GCCM Readiness – Included
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- 5. Total Contract Cost – In Development
- 6. Preconstruction Services - Included
- 7. Alternative Subcontractor Selection – Included
- 8. Construction Services – Included
- 9. Subcontracting – Included
- 10. Heavy Civil – Included
- 11. Close Out – Included
- 12. Appendix

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Chapter 1 – Introduction

What is GCCM Project Delivery? General Contractor/Construction Manager (GCCM) is a public works project delivery method available to all certified public bodies in Washington or those approved to use GCCM on a particular project. It is an alternative to traditional design-bid-build construction and other alternative project delivery methods like design-build. In GCCM, a firm is selected – typically early in the life of the project – based primarily on qualifications. The GCCM firm provides services during the design phase of a project and acts as the general contractor and construction manager during the construction phase. This *General Contractor/Construction Manager Best Practices Manual* focuses on GCCM in Washington.

GCCM Types.

There are two basic types of GCCM: traditional and heavy civil. The two variations for this project delivery method are very similar, with the key difference being how the project team establishes the cost of the work associated with subcontracting. Under the heavy civil variation, the GCCM firm can self-perform up to 50 percent of the subcontract work, subject to successful negotiations with the Owner. There are other solicitation and contractual requirements an owner and contractor must follow when using the heavy civil GCCM method and those will be discussed in more detail later in this *Manual*, under the Heavy Civil chapter.

Applicable Statutes.

RCW 39.10 regulates alternative public works contracting procedures, including GCCM. It is specifically authorized in RCW 39.10.340 through .410, and in RCW 39.10.905.

Administration and Authorization of Use.

The Capital Projects Advisory Review Board (CPARB) reviews the use of alternative project delivery methods defined in RCW 39.10 and advises our State Legislature on policy related to alternative public works delivery methods. CPARB appoints members to the Project Review Committee (PRC) which, in turn, reviews and approves applications from public bodies to use GCCM on individual projects. The PRC also reviews applications from public bodies to be certified to use GCCM. A certified public body may use the GCCM contracting procedure without seeking PRC approval for a period of three years. This certification can be renewed. Once a project is approved for GCCM or a public body is certified, there is no formal mechanism in place to ensure that a statute or best practices are followed thereafter.

Requirements in addition to state law may apply to GCCM projects. Funding sources, such as the federal government, may impose additional constraints.

Advantages and Disadvantages.

GCCM provides a number of advantages over other methods of project delivery. For example, it gives public bodies more flexibility by allowing them to engage contractors during the design of a project, providing various services like cost estimating, value engineering, and constructability reviews to name a few. The GCCM also provides general contractor and construction management services during the construction phase. In some circumstances, GCCM project delivery allows for early engagement of subcontractors during the design phase.

Also, GCCM tends to improve communications between the parties because the GCCM is integrated with the owner and the design team early on in the life of the project which allows the GCCM to provide input on the availability and cost of suggested materials and provide less-

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expensive alternatives. In addition, by assisting with design development, a GCCM can save the public body future costs by potentially avoiding costly changes.

However, GCCM is not without its challenges. Some public bodies are not accustomed to alternative delivery methods like GCCM and so there is great variation in how this project delivery method is used. These inconsistencies can have a negative impact on public bodies, contractors, and design professionals.

Goals of this Manual

Recognizing that GCCM project delivery varies across public bodies, this Manual attempts to establish common understandings and terms to bring about more harmony in the way this delivery method is used. The intent of this Manual is to provide options when the statutes are not clear. The Manual is not intended to dictate the way a party should proceed when a statute is unclear, but rather provide users with strategies and approaches that have worked well for other GCCM users.

Ideally, with this Manual, inconsistencies among GCCM users can be reduced or eliminated to ensure that this method is administered in a manner that is fair and transparent, and best serves the public interest and all members of the project team.

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Chapter 2 – Evaluating the Use of GCCM

Project Evaluation

GCCM provides an opportunity to leverage the experience and insight of all project participants while engaging the contractor early to create greater value for the public owner and the overall project. This in its simplest form means more of the project budget goes into the project itself by eliminating duplicative soft costs while optimizing the schedule and marketplace input.

While some may view alternative procurement as a way of shifting risk or accelerating project schedule, a pure risk allocation or schedule approach does not optimize alternative procurement.

An Owner that is looking for a collaborative preconstruction phase with the goal of seeking input from critical design and construction partners as early as possible should seek to implement alternative delivery including, potentially GCCM. Collaboration of the public owner, design team and contractor, including subcontractor / trade partners, during design when design decisions and improvements to design can be made early saves time and money while frequently resulting in better design. By having the right stakeholders at the table to facilitate informed decision making, the project will optimize budget and schedule ultimately resulting in more project for the specified budget.

We know that our greatest ability to impact project outcomes is during preconstruction through effective design and planning. In the chapter on Preconstruction, you will find more detailed information on how this process can be optimized through the use of GCCM.

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The overall evaluation of the use of GCCM should have these goals as fundamental drivers in overall delivery method selection in addition to a project culture that supports these outcomes.

Why Use GCCM for Your Project

The public owner should weigh each project against other delivery methods before determining if GCCM is the preferred delivery method for their project. Traditional design-bid-build allows

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for the design to be complete before the contractor is brought on board. There is no contribution to the project prior to bid by the contractor. Design-Build wraps design and construction into a single contract which can challenge a public owner not accustomed to Design-Build to adjust their thinking about how a project is delivered and the flow of communication specifically through the design process. GCCM is somewhere in the middle. GCCM is a collaborative project management and construction process involving early engagement of the contractor to work with the owner and design team in planning and executing a project to meet the cost, scheduling, and quality criteria established for that project.

RCW 39.10.340 identifies five primary conditions that may qualify a project for use of GC/CM:

- (1) Implementation of the project involves complex scheduling, phasing, or coordination;
- (2) The project involves construction at an occupied facility which must continue to operate during construction;
- 3) The involvement of the general contractor/construction manager during the design stage is critical to the success of the project;
- (4) The project encompasses a complex or technical work environment;
- (5) The project requires specialized work on a building that has historic significance

It is important to note that because GCCM requires [Project Review Committee](#) approval, [as detailed below](#), the evaluation of the above factors in addition to an early decision on delivery method is very important so valuable time is not lost in the process.

PRC Approval

The purpose of the Project Review Committee (PRC) is to ensure that for individual Project [approvals](#), the project is appropriate for alternative procurement and that the public owner is ready to be successful. The goal is to ensure that when PRC approves an Owner for project approval, the Owner can demonstrate that it has the expertise to carry project to successful conclusion, i.e., Owner Readiness. Going before the PRC is a good opportunity for the public owner to discuss the preparation and assessments it has made to ensure that it will be successful in its' execution of alternative procurement project.

The Capital Projects Review Advisory Board website has links to the requirements, application and scoring information for PRC approval.

Realizing the Benefits

The GCCM process allows the application of a contractor's experience and knowledge on the above challenges to achieve project milestone schedule goals by developing approaches to construction, including sequencing and phasing while the project is in early development. For instance, the GCCM process allows for the development of early bid packages and early start to accelerate critical aspects of the project schedule. This input can then be translated into the completed design and purchasing reducing duplicative effort and waste.

Utilizing the collaboration of the GCCM process also closes the gap between designers and builders to support better success in meeting other project goals and objectives. Involvement of the GCCM early in the project, provides the [A/E](#), GCCM and the Owner the opportunity to explore strategies and alternatives in selecting products and materials, to provide advice on availability and market conditions along with continuous cost opinions to meet budget

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constraints. The team works collectively to solve issues early before they can become problems. For example, changes in market conditions adversely affecting bid prices might be overcome with recommendations from the GCCM. While collaboration, input and advice are critical to the success of the GCCM delivery method, caution must be taken to not push the GCCM into the role of designer. That role remains with the A/E team.

As noted, there are great benefits to the use of GCCM if conducted effectively with a team that is embracing the delivery method. It does not however, alleviate all challenges associated with market conditions or design and construction. Like any design process, timely decision making, and good decision making will have a significant impact on the process. Unlike Design/Build, fundamentally, the delivery method results in the selection of the low bidder for all scopes of work with the exceptions of those specifically purchased through the alternative subcontractor selection process. This means that the project documents need to be complete and correct. Subcontractors who bid and are awarded the project will rely on the documents without design responsibility or input in the event of incomplete design. While the GCCM will provide cost input throughout the design process, cost certainty does not ultimately come until the full MACC is established which is at a minimum of 90% design completion. For all these reasons, it is important for an Owner to understand the process and benefits, in addition to the limitations, of GCCM.

When should a GCCM be Added to the Team?

Bringing the contractor on board as early as feasible to help the Owner and Design Team during the design phases of the project can build effective teamwork and greatly improve the success of cost, schedule, and quality outcomes for the project during construction.

RCW 39.10.360 (1) states: "Public bodies should select general contractor/construction managers at a time in the project when the general contractor/construction manager's participation provides value."

While not mandated, public bodies are encouraged to select general contractor/construction managers early in the life of public works projects, and in most situations no later than the completion of schematic design.

The actual timing of when to bring the GCCM onboard for your project in large part depends on when your project will best be able to utilize the expertise of the GCCM. In recent years, GCCM selection has been moving to earlier in project life cycles. An increasing percentage of GCCM selections are now occurring shortly after designer selection on complex projects - particularly for occupied sites or phased construction - where the owner believes early design activities will benefit from a contractor's input including cost, schedule and constructability considerations. Later selection can be an appropriate alternative if early involvement is not cost effective but is not appropriate if the selection is late in design and the GCCM has little opportunity to provide value during the design process. However, other considerations should still be made, for example, there could still be significant benefit later in the design process to facilitate optimized construction phasing, understand and address permitting risks or explore different means and methods.

Selecting a GCCM

The GCCM selection process allows for a Best Value selection. This means that unlike Design-Bid-Build, the contractor is selected based on a set of criteria that vets their ability to contribute to the preconstruction process. To capitalize on the benefits provided herein, it is critical that a

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GCCM who is qualified and a good fit for the team be selected. See the chapter on GCCM Selection for additional information on how to navigate the selection process to maximize value for the project.

What can you expect in Preconstruction?

The preconstruction phase is a critical time for the GCCM to integrate into the team and begin providing input to influence not only the design, but the overall approach to the project. This phase is primarily used to validate, refine, and finish the design while integrating construction components such as means and methods. Leveraging of the GCCM contribution during preconstruction is optimized when used to develop the schedule, phasing, and logistics for the project. The Contractor's team is selected based on qualifications for both preconstruction and construction, but roles and responsibilities at each of these phases look and feel different. During preconstruction, the GCCM will engage as a valued team member to bring construction into the planning and design process. It is important to note, the Contractor and their team will need to be considered a part of the overall team, and not a standalone entity. During this time, the lead designer and Owner may be the key team members driving the process through design activities. At the end of preconstruction, the roles will shift and the GCCM will evolve to be the driver for all construction activities with support from the Owner, designer, and stakeholders.

Throughout preconstruction, the GCCM may engage in the following activities and provide input on the following aspects to prepare for construction:

- Budget exercises and option trending
- Input into overall design
- Constructability reviews
- Phasing plan development
- Setting quality expectations and means of measurement
- Material availability
- Trade partner capability
- Logistics and haul route permitting
- Cost estimating
- Development of preliminary and baseline schedules
- Setup of project software and platforms
- Early trade partner bid packaging
- Bidding additions or alternates
- Maximum Allowable Construction Cost negotiation and refinement
- Authorities Having Jurisdiction (AHJ) Integration

During the preconstruction phase, it will be necessary to communicate and level-set expectations for both the preconstruction process and overall project outcomes. This will set the stage not only for a successful preconstruction process but also prepare the project to successfully move into construction. Alignment of expectations and priorities will help facilitate the development of accurate budgets, schedules, and other elements that are critical to the construction phase. The Owner and its team should define and communicate to the GCCM, as applicable:

- Programmatic requirements
- How and whom will be making the key decisions on the project
- Roles and responsibilities of each team member, including lead team members (including all stakeholders)

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- Safety
- Budget expectations
- Required phasing
- Sustainability expectations
- Quality expectations
- Administrative and/or additional funding requirements
- Schedule requirements
- Additional stakeholders (such as tenants or concessionaires)
- Other project constraints (I.e., haul routes, restricted working hours, supporting/adjacent projects or properties, etc.)
- Project risks (geotechnical, hazardous conditions, jurisdictional, unforeseen conditions, etc.)

As preconstruction proceeds, all the information and exercises mentioned above will need to be carefully managed and input into the project documents to capture the true path forward for construction. Many of the exercises may result comprehensive documents for bid in addition to a complete quality management/quality control plan, safety plan, tracking documents, and schedules. Throughout construction, the rationale behind decisions will need to be re-introduced as the project progresses, when new team members join, or if there are any unforeseen issues or challenges to mitigate. This will help the team recall the why behind the project decisions and direction, alleviating the need to revisit issues or direction unless there has been a fundamental change to the project. Understanding the GCCM's continuity plan and information tracking from the preconstruction phase into construction is an important consideration in the selection process to ensure this transfer of information and transition into construction is not lost.

How does GCCM address project risk?

When evaluating the use of any delivery method, understanding the project risk profile and the allocation of risk is critical not only in determining the appropriate delivery method, but also determining the appropriate budgets to be considered for the contract structure. In any delivery method, allocation of the risk to the party most equipped to determine, manage or influence the risk is a critical factor. In addition, to obtain the best-value and avoid unnecessary contingencies, scope and risk allocation should also consider what is quantifiable and defined vs items that have little definition or information. This understanding of risk and the corresponding risk allocation remains true for GCCM and should be considered at all stages and implementation of the GCCM process.

Fundamentally, with the use of GCCM, the schedule and budget risk for the project remains with the Owner until the establishment of the Maximum Allowable Construction Cost (MACC). At this point, the Contractor provides a commitment for the cost and completion of the project. As the MACC is developed, the specific understanding and allocation of risk should be evaluated for all project components and discussed, reviewed and allocated in a transparent process. This will ensure project budgets and contingencies are developed without overlap or gaps.

Leveraging Innovation

One of the key benefits of bringing a GCCM into the project early is to tap into innovative ideas and the construction expertise of the GCCM team members. Construction costs are very much tied to constructability of the design and shortening the time to construct the project equates to lower overall project cost in addition to the owner benefiting from earlier completion of the

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project. Innovations can come from many sources, whether it is in prefabrication of components and systems offsite, making design choices to better optimize construction means and methods or creativity in phasing and leveraging temporary facilities that accelerate construction.

It will be important for the owner to create and model a culture of teamwork and be willing to listen to new ideas. This can be difficult for owners whose staff have their design and product preferences. Owners need to critically examine their own organization and staff culture before making a decision to use GCCM to understand whether they are open to innovations that may differ from “the way we’ve always done it.” The careful selection of the architect/designer is also critical, one who is open to exploring innovative ideas will help maximize value.

Incorporating innovations is most advantageous during the preconstruction phase before key design and project sequencing decisions are locked down. For that reason, ensuring that the preconstruction scope allows for exploring innovations is highly recommended. This also applies to the expertise and knowledge from Trade Partners, including the MCCM and ECCM, as these specialty areas can often yield time and cost saving innovations.

Chapter 3 - Owner Readiness for GCCM

While there is an excellent selection in the pool of construction management talent in State, the public owner must still understand its primary and nontransferable responsibility for the project. The public owner must be prepared to take on the role of the project leader and drive the project team to make the best decisions possible. The Public Owner must also be capable of developing and implementing a project management and procurement philosophy which guides its actions and decisions, whether performed by in-house staff or contracted staff. Owners set the tone for the project in collaboration, partnership, and solving challenges for the betterment of the project. If GCCM is a new delivery method for the team, training and understanding of the goals and logistics of the delivery are very important.

The ultimate goal of GCCM is that the Owner, GCCM, Designers and all stakeholders involved are acting in the best interest of the project. In addition, the Owner also acts in the context of all public owners and their projects because the future implementation and regulations around GCCM will be influenced by the successful implementation of the delivery method. The public owner should understand that decisions on its individual project may result in consequences to all public owners and to the procurement practice itself. All project stakeholders should endeavor to be fair and reasonable in all its project dealings, to on the one hand make the best cost and schedule decision for the project. The following traits are important for all parties pursuing the GCCM delivery method:

- fair and open competition
- ethical transactions
- equity and inclusion
- safety
- collaborative team member
- develop and maintain relationships
- appropriate risk allocation
- realistic expectations of all parties
- timely decisions
- prompt payments
- reliable, trustworthy

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How does a public owner assess its own readiness?

The public owner should look at its own procurement and contracting practices. Do these practices enable fair and open competition, ethical transactions, encourage the inclusion of diverse business and construction safety? Are your staff prepared to not only negotiate the project cost, but manage the various project cost elements? Is the infrastructure in place on the project team to track and administer the use of Negotiated Support Services, Allowances and Contingencies? Owners seeking to utilize the GCCM delivery method should not rely on established practices for Design-Bid-Build, but rather revise or create new practices that account for the unique characteristics and the changing roles and responsibilities under GCCM in addition to having the right people in place with the right approach and attitude.

After its own assessment, a public owner planning to enter into alternative procurement would do well to seek an assessment from another public owner who is experienced in alternative procurement. Reaching out to another experienced public owner will provide insights into the administrative and staffing commitment necessary to be successful in alternative procurement in addition to an outside evaluation of readiness.

Staffing (whether in house and contracted)

The public owner may have a full complement of in-house staff. Or it may choose to contract project management and procurement to an outside firm. An outside firm could have the ability to manage the process and act as an extension of staff for the public agency, bringing both expertise and capacity for the project administration. In any case, the project leader should be public owner staff and have the authority to make binding decisions on behalf of the project as well as remaining engaged in the project throughout. If a third party is engaged, it is critical to set expectations for the roles of all parties including authority to direct the project team and make binding decisions. An issue or approval escalation process also helps to ensure approvals or issues do not take more time than necessary to bring to closure. The third party agent should not slow down the process, but rather make the team more efficient by resolving and making more simple approvals while elevating others for quick resolution of approval by the public owner.

Relationship between owner, GCCM and A/E

Integrated design is a collaborative process. Creating a collaborative environment that facilitates informed decision-making is one of the primary goals of the GCCM delivery method. This environment will leverage the collective knowledge and skills of the owner, contractor, design team, and trade partners; thereby increasing the opportunities for interdisciplinary coordination, efficiency, and innovation. Transparent use and communication of the cost model throughout the process will also ensure the team is making decisions that support the project goals while optimizing the available funds. The project team partnership that capitalizes on this approach is based on shared goals and trust. As such, every participant needs to be valued for what they bring to the process. The opportunity and the challenge in realizing the potential for collaboration lies in the differing orientations and internal processes of owners, contractors, and design professionals. Integrated design leading to enhanced outcomes is the goal of the GCCM delivery method.

Integrated design is most effectively achieved when the GCCM contractor is brought onto the project early in the design process. Once the GCCM contractor is on board, it is important to establish expectations, define roles and responsibilities, indicate how team members interface,

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invite everyone to contribute and provide a road map for information sharing and decision-making that coordinates with the design and construction schedule. As the project moves forward, the level of trust and confidence in information and reliable decision making on the part of all project participants will be a critical factor in the success of both the delivery method and the project.

Project Complexities

As noted, one of the goals of GCCM is early involvement of the GC and potentially Trade Partners in the process to help support informed decision making. Considerations and evaluation of the potential benefits of the use of GCCM can and should include an evaluation of the project complexities and how or if a GCCM or significant Trade Partner involvement would promote better outcomes through informed decision making. Many things can contribute to project complexity. When evaluating a project, some challenges that can be contributing factors to a need for early involvement through the use of GCCM or other alternative project delivery methods are as follows:

- Permitting challenges
- Phasing or multiple turnovers
- Work within an occupied facility
- Constructability challenges that can be associated with site conditions, specialty systems or new technologies.

The decision-making process with the use of GCCM leverages the Contractor and Trade Partners expertise and knowledge of market conditions to provide critical information that during the early planning stages and design development ultimately resulting in a project that is designed within budget and schedule constraints.

Project Budget and Contingencies

When establishing a project budget, an Owner has many things to take into consideration. What is the project to be built and how complex is it? What is the project schedule? What are the current market conditions? What is the risk profile? These and many more items must be evaluated and understood by the owner to ensure there are sufficient funds to cover the project. Under the GCCM delivery method, there are additional requirements and conditions an Owner must account for when planning the project budget.

Contingencies are best described for GCCM as funds established by the project team to cover unknown costs that may arise during a project. By statute, the owner is required to have a budget contingency and a risk contingency, but many owners have found it advantageous to establish other contingencies. This chapter will focus on contingencies the Owner should prepare for when establishing their project budget. It is important for an Owner to evaluate their project critically and establish appropriate contingencies depending on the risk profile of their project. Also be prepared to potentially change or create contingencies as the project evolves to best meet the needs of the project. This should be done in collaboration with the GCCM and Design Team.

Owner Budget Contingencies

RCW 39.10.210(3), defines "Budget Contingencies" as:

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...the contingency established by a public body outside of the total contract cost for payment of project costs that are not the responsibility of the general contractor/construction manager under the contract.

Owner budget contingencies manage costs that may arise outside the GCCM contract. They are not included as part of the contract with the GCCM or the designer, but rather established to ensure the owner has enough funds to deal with cost increases that may arise during project development or buyout. The [statute](#) does not specify the amount an owner must have to cover cost increases as that is best decided by each owner, the project risk profile, or funding requirements.

Owners should evaluate their project closely to ensure that they have not over budgeted or under budgeted this contingency. Too much money allocated means an owner cannot use those funds for other projects and not enough money means the owner may not have the funds necessary to pay for the full project if costs increase beyond the executed Total Contract Cost. There is no set percentage that can be applied to every project, but the owner should look at this contingency as a way to safeguard against various factors that bring cost increases to a project, like differing site conditions, labor, materials, owner-initiated changes, etc. In addition, some funding sources may have requirements on contingency amounts or percentages that should also be taken into account. It is important to understand that this money is completely controlled by the owner. The GCCM does not have access to these funds and they are kept separate from the contract costs.

Design Completion Contingency

Design completion contingencies are not required by [nor defined in statute](#). [However, some owners have found it advantageous to establish funds necessary to complete the project design.](#) The MACC may be negotiated between 90% and 100% potentially leading to design changes or development between these sets of documents. This contingency can be established outside the GCCM contract or within the contract depending on the agreed upon workflow and approval process for the use of these funds. Either way, making this budget and its use visible to all team members is another way to instill trust and collaboration between the Contractor, Designer, and the Owner. It has the added benefit of daylighting that the amount paid was fair and reasonable and allows the owner to communicate to the public how the money was utilized.

If the team intends on establishing this contingency, they must be clear in the contract how those funds will be used. The contract should be clear on use, approval, type of payment (lump sum, time and materials, etc.), and what happens to unspent funds. These funds can be managed by the any project party depending on which party is best able to manage them, make timely decisions, and establish sufficient oversight to control costs. Under every scenario, at minimum, the public owner should have an accounting of the use of the funds to verify they were used for their intended purpose.

Quality

- [On Alternative Delivery Projects, cost, schedule and quality management pose the greatest challenge to most Public Agency Owners. Generally speaking, in the project execution \(design and construction\) process there always seems to be greater emphasis placed on project cost and schedule and less on project quality. Project Quality can often become an abstract notion and takes different meanings for Designers, Builders and Owners; therefore, making the concept of Quality - planning, execution, monitoring, and acceptance more challenging. So,](#)

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most GCCM projects simply require a documented overall Project Quality Program/Plan accepted by all parties to address the Owner's desire for Quality. Overall, the GCCM process allows for a focus in this area throughout the preconstruction process. The following best practices will significantly enhance any GCCM Project's Quality objective: Strong and actively engaged Owner throughout the Project Life Cycle

- Greater emphasis on GCCM and Designer Qualifications & Experience; highest scoring/weightage during procurement
- GCCM & Designer's continuous improvement plans to address project quality issues/defects
- Consider including Quality in the Schedule of Values that is monitored qualitatively and quantitatively during the Design & Construction Phase
- Others?

Chapter 4 – GCCM Procurement (Under Development)

Chapter 5 – Total Contract Cost (Under Development)

Chapter 6 – Preconstruction Services

Intent

A successful preconstruction phase in a GCCM project benefits the project by effectively engaging the GCCM throughout the design process. As appropriate, subcontractors and trades can be engaged through the alternative delivery model to provide similar services and value at the sub-trade level. Together, the Contractor Team can provide cost, schedule, constructability, and execution planning in a timely manner to inform decision making by the Owner and Design Team thereby improving value and reducing risk. Ideally, this engagement facilitates continuous feedback and improvement rather than limiting the interaction to discrete efforts at project milestones.

Effective Contractor engagement in preconstruction is one of the most valuable aspects of the GCCM process. When grounded in the Owner's goals and objectives for the project, Contractor Team involvement can leverage and enhance the entire team's confidence in decision making. In preconstruction, the Contractor is an integral member of the team – completing the third leg of the Owner/Architect/Contractor relationship.

Relationships in GCCM

GCCM is not business as usual. One of the valuable aspects for GCCM is the early relationships and collaboration that adds breadth and depth to the design phase of a project that cannot be obtained in what tends to be more siloed, design-bid-build (DBB) delivery. With DBB the project is designed by the architect. The contractor is invited to provide a price and construct the project according to the documents they are given. It's difficult for a contractor, who may have ideas or methods to improve the project outcome, to execute on those ideas. GCCM delivery method breaks that cycle by developing a relationship between the owner, architect, and builder early in the project. This is not unlike design-build delivery, especially during preconstruction. The GCCM and Architects are hired separately, generally at different times,

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Janice also thought it would be good to have a BP on when precon is over so we owners know when the billing stops. Suggests maybe the best practice is to negotiate early on when this phase ends so the owner knows.

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each with a separate contract with the owner with the intent that everyone work together. This creates a beneficial tripartite relationship with the Owner, Architect and GCCM.

In most, but not all, projects, the GCCM is brought on early in the design process. The earlier the GCCM is on board, the more opportunity to reap the advantages of the GCCM process during preconstruction. In cases where a design issue seems stuck, bringing a GCCM on board mid design may also prove advantageous to the project.

During preconstruction, the GCCM is at the table bringing their expertise and a perspective that may be a little different from the design team and perhaps even different from the owner. This might introduce some creative conflict into the process. This new voice at the table with ideas and recommendations might shift a concept or notion just enough to move a project from good to great. Building an environment of trust, teamwork and collaboration requires engagement and commitment from each member of the core team – Starting with the Owner, then the design team and the GCCM. The important thing is to go into the project recognizing and respecting different viewpoints and the value each party brings to the process.

Roles and Responsibilities of Each Party

In a GCCM project, the Design Team is typically engaged by the Owner first and the GCCM is then selected early in the design process, ideally early in design. Many important and foundational decisions are made early in design and the GCCM's participation can be instrumental in choosing the best direction for the project.

It is essential to clearly establish at the outset of the project the roles and responsibilities for the three primary participants: Owner, Design Team, and Contractor Team. This scope definition informs the services, fees, communication protocols, and decision-making authority for all parties. It also helps to reduce gaps in scope and possible confusion about expectations.

Owner

The Owner leads the project by providing the required foundational information including the project priorities and goals, budget, funding, scope, and schedule. In the preconstruction phase, the Owner is responsible for leading the user engagement and making timely decisions on behalf of the entire Owner group. In conjunction with the Design and Contractor Teams, the Owner establishes lines of communication and provides clarity on decision making authority. The Owner manages the expectations of the various project stakeholders and user groups and resolves differences of opinion among them.

In preconstruction, the Design Team is often exploring various design options that have different pros and cons. The Owner shares these options with the appropriate parties to solicit feedback and provide direction. While the Owner group is often comprised of many voices, it is essential that the direction to the Design and Contractor team be unified, timely, and coherent.

The Owner also administers the contracts for both the Design Team and the Contractor Team. As part of establishing the contracted scopes of work, the Owner establishes clear roles and responsibilities for all parties. The Owner also signs off on the final S/DBE inclusion plan, final subcontracting plan including self-perform work anticipated to be pursued by the GCCM, the subcontracting plan including any alternative trade engagement, any phasing of the project, and the buyout plan. The Owner works with the Design and Contractor Teams to provide a fair and open bidding environment.

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The Owner contracts with some independent third-party consultants directly. Often the Owner hires a Geotechnical Engineer, Surveyor, and Hazardous Materials Consultant since these disciplines are typically not included in the Design Team's scope of work and their work may precede the selection of the Design Team. In some instances, it can be beneficial for the Owner to hire an independent cost estimator to provide a second opinion of cost, especially in early design phases. The work of the independent cost estimator is then reconciled with the Contractor Team's estimate. There is an expense associated with an independent cost estimate but there can be value in validating early Contractor Team estimates and pricing work to be self-performed.

The most important responsibility of the Owner is to establish a culture of partnership that prioritizes collaboration, trust, and transparency. A capital project is a significant undertaking, and the Owner needs to ensure that they have the proper staff and resources dedicated to the project.

Design Team

In the Preconstruction phase, the Design Team works closely with the Owner and, eventually the Contractor Team, to set the course of the design. Initial efforts include validating the goals and aspirations of the Owner for the project and to verify the project scope and budget. Assuming a space program has been completed, the Design Team verifies the program to confirm that all required spaces are accounted for with proper adjacencies and grossing factor. The Design Team then embarks on the design process and iterates towards a final design solution that addresses all the project requirements. The Design Team combines a creative vision with a practical approach to life safety, technical issues, and engineering systems. Typically, various design options and compatibility with code requirements are evaluated and the final design solution emerges through an iterative process.

Throughout design, the Design Team provides information for Owner and GCCM review and validation. Ideally, the process is inclusive and continuous rather than siloed and incremental. Cost estimating is a critical component of the effort by the GCCM and, again, it's best if the cost feedback is continuous to inform design decisions in real time.

The Design Team has a responsibility to respond to Owner and Contractor Team input through the process while keeping the design moving forward and on budget. Including a GCCM on the team adds another layer to the design process but it can help to avoid design solutions that are impractical and can ultimately save time and money. When the process works well, the combination of expertise can elevate the design solution bringing greater value and efficiency to the client while reducing risk.

Contractor Team

The GCCM's role through the preconstruction phase is to provide technical planning and coordination for the execution phase in parallel with the design and permitting process. The Contractor Team can effectively contribute to finding the proper balance of the project constraints including, but not limited to, schedule, budget, scope, and site details.

The GCCM is NOT under contract to build the project, that comes later via establishment of the MACC. The GCCM is contracted directly to the Owner and is not under contract with the design team. In the preconstruction phase, the GCCM acts as an advisor to the owner and design team and is in a position to influence scope decisions within the design based on constructability input, cost estimating, and life-cycle analysis.

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This preconstruction process presents the opportunity to predict total costs of the project well in advance of a completed design. The process identifies where project risks associated with time, site conditions, jurisdictional requirements are, and gives the GCCM the opportunity to provide recommendations on how these risks can be managed to benefit the project. The GCCM recommends design details and approach, contractual techniques and bid process techniques to manage these risks. These efforts are intended to provide the owner with budget confidence in preconstruction which supports effective decision making. The risks and amount of “uncertainty” therefore decreases through the preconstruction phase and construction phase of the project as a whole which when compared to the budget as a whole, should strive to maximize the scope and project features to create the best value for the owner.

During preconstruction, the GCCM manages and creates several project deliverables.

- Formal cost estimates typically aligned with design milestones.
- Construction Schedule
- Construction and Site logistics/phasing plans
- The Subcontracting Plan to manage and facilitate the public bid process (subcontracting opportunities) and identify opportunities for S/DBE opportunities.
- Ensure an open and fair bidding environment for subcontractors
- Marketing and Outreach Efforts to promote and advertise the project to obtain bids.

The GCCM plans for the engagement of trade partners by developing the strategy and timing for the buyout. Where appropriate, the GCCM recommends alternative subcontracting (MCCM, ECCM, and others) for consideration by the Owner. The GCCM also recommends to the Owner the scope of work to be pursued as self-performed work. Once the overall buyout strategy is in place, the GCCM develops bid packages along with inclusive strategies for contracting with diverse and small business trade partners. Refer to the subcontractor section of this best practices document for more information about trade engagement.

Schedule

While the Owner is responsible for establishing an initial project schedule, the Design and Contractor Teams help to refine and validate the schedule. The design schedule includes details on user engagement, document deliverables, and jurisdictional and permitting timeframes. The construction schedule should include construction sequencing and phasing, long lead items and early bid packages, seasonal and calendar considerations, and alignment with Owner operations.

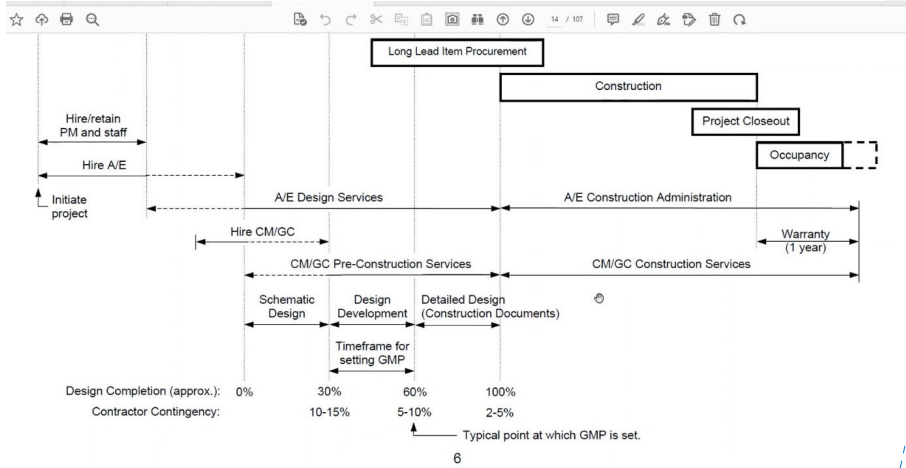
Any phasing or early procurement need to be closely coordinated between the design and construction teams. The development of the project schedule is a collaborative team effort with each party participating and agreeing on the outcome. Schedule development is a good reason to contract with a GCCM early in the project.

One useful tool for developing a comprehensive schedule with input from all parties is Pull Planning in which you start with the project end date and work backwards to identify required deliverables and milestones. From this the responsible parties are identified and agree to provide the promised deliverable by the required date. This process is collaborative and transparent and leads to strong team buy-in of the process and their roles within the larger project.

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Chapter 7 – Alternative Subcontractor Selection

Why Use the Alternative Subcontractor Selection Process?

There are various reasons for utilizing the alternative subcontractor selection process in RCW 39.10.385, including for preconstruction input, complex phasing, control of critical work, specialized work, scheduling, and work typically performed that involves design (e.g., fire suppression systems).

The table below highlights some of the pros and cons that Public Owners, GCCM Firms, and Subcontractors have experienced in utilizing this delivery method and selection process.

	Pros	Cons
Public Owner	Lower risk of claims; can result in better quality, schedule and cost management; higher degree and expectation of cost certainty	Longer procurement time with procurement process vs. low bid;
GCCM Firm	Obtain input from subcontractors during design; lower risk of claims; can result in better quality, schedule and cost management	Longer procurement time with procurement process vs. low bid; bid scopes and schedule less certain during selection; must be able to negotiate and evaluate estimates and subcontracts
Subcontractor	Value-driven and qualifications-based selection vs. plan/spec; more input in design, budget, coordination and schedule	Can be riskier with pricing as design is less developed at time of MASC negotiated; riskier for firms with less experience and resources in design and with negotiated work vs. plan/spec

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Appropriateness

For traditional GCCM projects, all subcontract work must be competitively bid.¹ RCW 39.10.380. GCCM firms can bid on subcontract work with limitations. A competitive bid process can be accomplished in one of three ways: (1) alternative subcontractor selection; (2) low bid; or (3) low bid with prequalification (bidder eligibility). Alternative subcontractor selection has unique selection procedures, such as a public hearing and comments on evaluation criteria. It is imperative that Public Owners and GCCM Firms are familiar with these requirements if choosing to proceed with the alternative subcontractor selection process.

Does the scope qualify?

- Anticipated subcontract value will exceed three million dollars;
- Public Owner is either certified by PRC to use GCCM delivery or it is approved by PRC to use the alternative subcontractor selection process on a specific project; and
- Alternative subcontract selection is in "best interest of the public." Some considerations in making this determination are: budget management, critical scheduling, specialized skill requirements specific to the project, scope management, importance of teams relations to the project, site contracts, and benefits of preconstruction services.

Is the scope ideal?

- Alternative subcontractor selection has many similarities with GCCM procurement and execution. But, this type of subcontract work is performed directly with the engagement of a subcontractor to manage a specific scope of work within the GCCM project as a whole.
- The award is made through a public process based on the evaluation of written qualifications, fee and specified general conditions.
- The Maximum Allowable Subcontract Cost (MASC) is negotiated between the GCCM and the subcontractor. The MASC is subject to approval by the Public Owner.
 - For work the subcontractor performs with its own forces, the total cost is negotiated.
 - A subcontractor may self-perform work without public bidding. RCW 39.10.385(12).
 - Subcontract work that is not self-performed must be competitively bid. RCW 39.10.380. For example, if a mechanical subcontractor chooses to subcontract a scope of its work to a lower tier, such as controls or insulation, that work must be competitively bid.
 - The Public Owner typically pays on cost-reimbursable basis.
- Greater levels of cost transparency are provided through the alternative subcontractor selection process. For example, an "independent audit" is performed to "confirm the proper accrual of costs." RCW 39.10.385

¹ Heavy civil GCCM delivery has different rules and is discussed in a separate chapter.

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(11). Contract documents must specify how the audit will be conducted.

E. Execution risk and mitigation is passed on to a greater degree to the subcontractor who is "at risk" to perform the work for its negotiated subcontract price. Proposing subcontractors need to be aware of this risk-shifting versus performing under plan/spec delivery and lump sum contract. Knowledge gained through the preconstruction phase allows all parties to better understand and allocate risk.

Goals, constraints, and connection with preconstruction services

Design team integration: the subcontractor will need to effectively integrate with other members of the team, i.e., the Public Owner, GCCM Firm, and the design team. The additional voice in the process is intended to support identifying and evaluating options and supporting the Public Owner's decision-making process.

- Constructability input
- Phasing or scheduling considerations
- Cost analysis and Value Engineering options
- Scope complexity and risk. If the scope of work involves uncertainty or difficult to quantify effort, alternative subcontracting may be preferred over lump sum.

Examples of connections with preconstruction services

- Example 1: phased work on an occupied site. Perhaps an electrical subcontractor would benefit developing and managing temporary work in order to keep occupied portions of a building functional while others are being renovated.
- Example 2: unknown geotechnical conditions below a building that prevents exploration. Perhaps a civil contractor will help develop an approach to soil management during execution rather than the design team relying on a series of assumptions to define a lump sum bid scope in the contract documents where the risk of unforeseen conditions is in the project owner's hands.
- Example 3: a delegated design building envelope system is the desired approach and the complexity and relation to adjacent building systems requires that early involvement in the design development round of preconstruction would benefit an expert contributing to the design workflow.

Other subcontracting options suggest removing detail here as this is covered in the subcontracting chapter.

Low Bid:

This process effectively emulates the traditional "design-bid-build" approach to public contracting but allows subcontractors to submit pricing directly through a transparent and public process. See Chapter where this is discussed in greater detail.

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- A. Award of bid package shall be made to the "lowest responsive bidder", who is responsible.
- B. There is little to no transparency on costs within the subcontract amount during the execution of the work.
- C. Changes are managed in a traditional contracting format during execution.
- D. The Public Owner's and GCCM firm's risk position is related to all the normal construction risk factors associated with jump sum contracting such as quality of construction documents, unforeseen conditions, jurisdictional requirements, among others. Unlike with alternative subcontracting, where subcontractors typically take on some risk with design, they take on little to no risk with regard to design for low bid work.

Bidder Eligibility:

If determination of subcontractor eligibility prior to seeking bids is in the best interest of the project and critical to completion of the project, the pre-bid determination of subcontractor eligibility may be used. Specific requirements, including a public hearing to allow public comment on bidder eligibility is set forth in RCW 39.10.400. This process can help Public Owners and GCCM firms assess interest in the scope among qualified firms. It also simplifies the bidding process for subcontractors who may be underqualified based on the evaluation criteria and decide not to submit a bid because it is not worthwhile or may consider forming a joint venture to increase their chance of being selected. Perhaps because of the process, bidder eligibility is not commonly used. See Chapter where this is discussed in greater detail.

Initiating and Administering the Alternative Subcontractor Selection Process

Timing

The procurement process for alternative subcontractor selection can take substantial time and resources for the Public Owner, the GCCM Firm, and proposing firms in relation to other procurement methods. For this reason, evaluating the use and decision to use alternative subcontracting should be performed as a priority with the GCCM Firm immediately after it joins the project team.

RCW 39.10.385 provides that the GCCM Firm should select the subcontractor "early in the life of the public works project." One of the key benefits of engaging in this type of delivery and process is to gain the input and expertise of the subcontractor during preconstruction. Ideally, this minimizes the risk of future constructability issues and related costs and delays. To maximize this preconstruction benefit, it is typically best to select the subcontractor no later than early in design development. This helps prevent backtracking in the design process.

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Other timing considerations:

1. In some cases, it may make sense to bring the alternative subcontractor on board after design development, such as for means and methods or sequencing purposes.
2. Selection later in the preconstruction process, but prior to completion of design development, may still be viable to utilize alternative subcontracting. However, the subcontractor has less integration with the design process and capturing the input and recommendations of the subcontractor reduces the overall value of this option.
3. If a Public Owner is not certified to use GCCM delivery, it must obtain approval from PRC to use the alternative subcontracting method, as explained above. Noncertified Public Owners should request approval to use this process simultaneously with when they request approval to use GCCM delivery on a project. Notably, obtaining this early approval does not require use of the process and such approval may save valuable time by not having to go back to PRC a second time.

Developing Evaluation Factors

Because alternative subcontractor selection method is intended to be qualifications-based, evaluations factors must be established. The evaluation factors used to select a firm under this method is a critical part of the process. The GCCM Firm and Public Owner must establish the appropriate level of criteria needed to evaluate whether the subcontractor can deliver a project of the size, scope and complexity at hand under this delivery method. Most Public Owners are looking to expand opportunities for small, minority, woman-owned, and disadvantaged business enterprise. Because this selection method is qualifications-based, it can potentially open the door to these firms. However, establishing onerous qualifications may prevent these firms from pursuing this type of work.

The evaluation factors for the alternative subcontractor selection process can be broken down into three categories:

1. Written qualifications criteria (Required by Statute)
2. Interviews (Optional)
3. Final Proposals submitted by short-listed firms (Required by Statute)

Evaluation Criteria and Weighting

RCW 39.10.385(3) identifies qualification-based evaluation criteria that must be included in the alternative subcontractor selection process. The Public Owner and GCCM Firm may include additional criteria to evaluate in the request for proposal (RFP). The Public Owner and GCCM Firm should consider the type of work included in the package, the impact to small and disadvantaged business enterprises, and the impact to competition when considering additional evaluation criteria. The criteria and weighting should balance the need to obtain qualifications relevant to the size, scope and complexity of the project to enable the Public Owner and GCCM Firm to select the best

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fit for the project team based on the criteria and weighting but do so without overburdening proposing firms.

A potential barrier for firms pursuing subcontract work under this selection process is lack of experience. While not a requirement in statute, the Public Owner and the GCCM Firm can define the necessary "experience" in the RFP. However, it can be advantageous to the Public Owner to expand experience beyond solely experience in alternative subcontractor delivery method. RCW 39.10.385 (3) does not require the subcontractor to have experience with alternative project delivery methods. Rather, it must demonstrate experience on work in similar size, scope, or complexity. This experience can be gained on design-bid-build or design-build projects.

Another important evaluation factor required by RCW 39.10.385 is the firm's proposed disadvantaged business enterprise inclusion plan. This is not a past performance requirement, but rather the subcontractor's plan for including small and disadvantaged businesses in this package of work should they be awarded a contract. Inclusion plans can take many shapes and forms and are subject to different laws depending on jurisdiction and funding sources. Before establishing inclusion plan requirements, the Public Owner should consider a careful review of the laws they are subject to before initiating the procurement. Public Owners can reach out to the Office of Minority and Women Business Enterprises for help with developing inclusion plan requirements.

Final Proposals (Price Proposals)

The third category used for evaluating potential subcontractors are Final Proposals (price proposals). Under RCW 39.10.385(4), cost proposals are composed of two elements: a fixed amount for the subcontract specified general conditions and the percent fee on the estimated maximum allowable subcontract work, both are described in more detail below. It is important to know that not all firms will submit a cost proposal; only the short-listed firms will receive a request to submit a cost proposal from the GCCM and Public Owner, as discussed later in this chapter. However, clear definitions of what should be considered part of the Fee and what should be considered Specified General Condition work must be provided in the RFP and available to any firm considering submitting a proposal.

It is also important to consider the amount of points allocated to the final proposal. The points allocated to the final proposal will impact the balance between price and qualifications (written submittal and interviews). When determining the points allocated to price vs. qualifications, it is important to remember that the alternative selection process is intended to allow for selection of firms based primarily on qualifications rather than lowest apparent "cost." The final proposal includes only the Fee and fixed amount for the Specified General Conditions, which are only a small portion of the total subcontract cost. Thus, the lowest Fee and Specified General Conditions amount may not necessarily reflect the lowest "cost." If cost is significantly more important than qualifications, the Public Owner and GCCM Firm should pursue the low bid selection process instead. This will save the Public Owner, the GCCM Firm, and proposing firms the time and money associated with administering and responding to the alternative subcontractor selection process.

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Interviews

Interviews are commonly used by GCCM Firms and Public Owners but are not required. This is an opportunity to have a face-to-face meeting with the proposers and see how they respond in a live environment. Interviews are not required, and a Public Owner and GCCM have many different options when using them. Some Public Owners have an initial short-list of the highest ranked firms from written response, conduct interviews and then short-list again to the final proposal phase. Some Public Owners will combine the written response with the interviews, then short-list the highest ranked firms for the final proposal phase. Whatever approach used, the RFP documents must clearly state what process will be used and the interview scoring and evaluations must be included with the written selection summary pursuant to RCW 39.10.385(3)(j).

While it is not necessary to list the interview questions, it is helpful to all parties to identify the key topics that will be asked in the interview, the structure of the interview, number of participants, along with how proposers are scored from the interview. Providing as much of this information as possible promotes transparency in the interview process and allows short-listed firms to be fully prepared.

Some examples of interview questions are:

- Ability of proposed personnel and qualifications necessary for satisfactory performance of required services
- Demonstrated expertise and experience in the required services, with emphasis on experience in projects similar in size, scope or complexity with the project at hand
- Understanding of the concept of this proposal and the proposed alternative subcontractor's role
- Ability to work within an integrated team
- Ability to actively participate in the development of the design within budget and time
- Approach to setting and working within the maximum allowable subcontract cost (MASC)
- Ability to submit a fully compliant priced proposal at the next stage

A second way to promote transparency in the interview process is to identify in the request for proposal who the evaluation team is.

Notice of Intent

Notice of intent to use the alternative subcontractor selection process must be published in a legal newspaper at least 14 calendar days prior to the public hearing. RCW 39.10.385(1)(a) details what the notices should provide, including how evaluation criteria can be obtained. To maximize competition and promote equity and diverse business inclusion further publication should be considered such as: [need input from OMWBE]:

Public Owners must also be aware of any unique publication requirements in addition to what RCW 39.10.385 requires. For example, K-12 school districts may have special notice requirements resulting from their interactions with district school boards.

The procurement process for under RCW 39.10.385 is similar to selecting the GCCM firm. One key difference is that notice of intent to use the alternative subcontractor

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GCCM Best Practices Manual Draft

selection process must be published in the same publication as the solicitation for proposals. Be sure to review RCW 39.10.385(2) to ensure that the required items are included in the solicitation. Many of the required items are established and finalized through the public notification, comment and hearing process discussed below.

Public Hearing

Public hearings are required under the alternative subcontractor selection process. This is the Public Owner's and GCCM Firm's opportunity to communicate to potential proposing subcontractors why this selection method is being used, what type of work is being sought, and what qualifications the Public Owner and GCCM Firm are looking for from potential subcontractors. Because this selection method is qualifications-based, these hearings should be held as early as possible to promote awareness and sufficient competition. It also allows the subcontracting community an opportunity to interact directly with the Public Owner and the GCCM Firm prior to submitting a proposal, so that it better understands what qualifications are being sought, and how the selection process will proceed. Weights and criteria, usually in the form of a draft request for proposal, must be made available at least seven calendar days prior to the public hearing. However, Public Owners and GCCM Firms are strongly encouraged to make these available sooner in order to bring about public awareness to the project and finalize stronger evaluation criteria and weighting.

Generally, the public hearing is conducted by the GCCM Firm, but the Public Owner should attend. This not only demonstrates the collaborative relationship between the Public Owner and the GCCM, but it also allows the Public Owner to gauge subcontractor interest, address challenges the subcontracting community might have with the evaluation criteria and ensures the GCCM Firm is complying with the requirements of RCW 39.10.385.

During the public hearing, the GCCM should explain why it is using the alternative delivery selection process, the scope of work, budget, schedule, evaluation criteria, the selection process, and the protest process for this package of work. The GCCM must record and collect any written and verbal comments received. This is a critical part of the public hearing process, as RCW 39.10.385 (1)(c) and (1)(d) requires the GCCM and the Owner to issue a written final determination reasonably addressing comments received.

Written Final Determination

After the public hearing, a written final determination must be issued establishing that the alternative subcontractor selection delivery method is in the best interest of the public and that reasonably addresses the comments received regarding evaluation criteria and weights. Any modifications to the evaluation criteria, weights assigned to the criteria and protest procedures based on comments received must be included in the written final determination. In addition to the requirements of statute, it is also best practice that the final determination provides a response to each comment or question received to best ensure the GCCM Firm and Public Owner have reviewed and considered the comments received, adds transparency in the decision process, and shows that public input is valued.

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The procurement process for an alternative subcontractor takes substantial time and resources for the owner and GCCM. For this reason, evaluating the use and decision to alternative subcontract should be performed as a priority with the GCCM immediately after they join the project team.¶ ... [104]

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Any party may protest the final determination, in writing, within seven calendar days of the final determination. The Public Owner must respond to the protest and the selection process may not proceed until it has done so. If the GCCM Firm and Public Owner decide to make any changes to the written final determination because of a protest, they should notify all interested parties of those changes.

After completing the public hearing and written determination process, as a best practice, the evaluation criteria and weights should not be modified in a material manner.

Evaluation Committee

The GCCM must establish a committee to evaluate proposals and must include at least one representative of the Public Owner.

Selection

The selection process the GCCM firm and Public Owner will follow can take multiple forms, but the RFP must describe what that process is and how the scoring will determine the highest ranked firm. The process and scoring do not have to be the same. The process to select the highest ranked firm is considered a two-step process. The following figure depicts that process.

[Insert process map]

There are multiple approaches to how the highest ranked firm is selected. A couple of the more common approaches are listed below. There are multiple acceptable approaches to selecting the highest ranked firm, but the GCCM and Public Owner must understand how the scoring will impact the selection of the highest ranked firm.

Strongly recommend as a method to ensure a best value selection - Combine the written submittal score, interview score, and cost proposal score together.

[Insert scoring graphic]

Nonprice factors (scores of written qualifications and interviews, if used) must be added to the scoring of the price factors (SGC and Fee) to determine the highest scoring firm. The GCCM is required to notify all proposers of the selection decision and make a selection summary of the final proposals available to all proposers within two days of such notification. Detailed protest procedures are set forth in RCW 39.10.385(7). The scoring of the nonprice factors must be made available at the public opening of the fee and cost proposals.

Debriefing

Though not required by statute, unsuccessful proposers often request an opportunity to review the solicitation and their proposal documents with GCCM firms and the Public Owner. It is good practice to allow time for this feedback so they better understand how the selection was made and review areas where they excelled or need improvement. Since alternative subcontractor selection is still relatively new, in general, and specifically now that it is open to all trades, this may help encourage competition.

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Contract Payment Options (we never developed consensus on this)

When the alternative subcontractor selection method is used, contracts are typically awarded on a cost-reimbursable basis, though it could convert to a lump sum or element of the contract could be converted to lump sum. The parties need to understand the risk of each contract type, including auditing, cost, risk, etc.

Contract Structure (Budget Categories) – help needed/volunteers?

Subcontractor Fee

Specified General Conditions (Subcontractor)

Negotiated Support Services

MASC - Maximum Allowable Subcontract Cost

The total anticipated cost of the subcontract defined by the GCCM/Public Owner.

Negotiating the Maximum Allowable Construction Cost

Independent Audits.

RCW 39.10.385 requires an independent audit, paid for by the Public Owner to be conducted to confirm the proper accrual of costs as outlined in the contract. The Public Owner must define the scope of the audit in the contract and it must be followed.

Preconstruction services

When the alternative subcontract selection process is used, subcontractors of course take part in the preconstruction phase which will result in additional costs under a preconstruction services contract. However, the additional costs must be weighed against preventing future constructability issues. Some Public Owners and GCCM Firms have treated the preconstruction services contract amount as an allowance. If so, this should be specified in the RFP documents. See Chapter which discussions preconstruction services in detail.

Billing/Payment Processing

Alternative Subcontracting includes an “audit” at the end of the project to confirm the proper accrual of costs. Based on this, it’s proactive to drill down on costs and progress through the pay application and approval process on the monthly basis.

Review reporting to ensure that costs shown are represented in the correct category within the MASC. Refer to the pricing matrix which the subcontract was based on.

Incentives Help Needed/Volunteers

(how and when)

How is risk being managed through project? Covered in construction services?

(Less risk to Public Owner/GCCM)

Need to take into account the contract language and how that allocates risk between the owner and sub with regard to design, etc. Be thinking about the risk shifting in the .385 selection decision and how that ties in with contract language/actual project delivery.

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(key concept: "Manage risk")

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Need to take into account the contract language and how that allocates risk between the owner and sub with regard to design, etc. Be thinking about the risk shifting in the .385 selection decision and how that ties in with contract language/actual project delivery.

(key concept: "Manage risk")

See comment above about risk-shifting

More work needed here around steps and trying to limit firms moving through to cost phase when they have no chance of being highest scoring firm.

Chapter 8 – Construction Services

Roles and Responsibilities change through the life of the project. As a project moves from preconstruction to construction, the project team falls into roles that are more similar to other delivery methods to effectively execute the work.

The GCCM is generally responsible for the administration and execution of work in the field including phasing, means and methods, and safety on the project. The GCCM is responsible for management of the Trade Partners including critical evaluation of requests for change to determine if a request is valid, a change to the work under the MACC or a prime change to be forwarded to the client. This is an important distinction and differs from a Bid Build project in that a change in the documents may or may not be a change to the MACC.

GCCM self-performed work should also be managed as if this work were performed by a Trade Partner because any staff required for running self-performed work are distinct and different from the GCCM staff that are paid under the GCCM contract. In addition, depending on how the MACC was established and the approval process for the use of various contingency funds, administrative and budgetary work during construction can also be a continuation and accounting of funding as additional trades are brought on board and/or the design comes to final completion.

The Construction Manager (Owner's Representative) is responsible for validating the deliverables from the GCCM as required under the terms of the Contract and the MACC. This can include everything from monthly status reports, safety notifications, timely change notification, quality control processes/meetings, etc. This is not unlike the construction manager role for other delivery methods. This role can have separate and distinct services with expectations set by the owner or this could be an extension of staff if the owner has in house construction representatives. A clear set of expectations for roles and responsibilities is critical to ensuring there is not a duplication of effort or gaps needed in the decision making process or general administration of the contract.

The owner is still playing a critical role in the process to facilitate construction operations. Unlike a bid build project, the owner needs to ensure that accounting of the MACC and approval of contingencies are made quickly and do not impede progress on the project. For example, an owner may have internal processes for budget allocations that take a significant amount of time. If written authorization is required for the use of a contingency, the owner needs to ensure approval is provided expeditiously to ensure trade partners are paid for work completed and

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Consider the roles and responsibilities outlined in the preconstruction section, then translate these items from planning to the construction phase. The execution of a guaranteed maximum price (GMP)MACC contract signifies a milestone in the work, and an important transfer of risk between parties. Construction Manager – GCCM¶
The construction manager has at least two active roles. Construction Manager and General Contractor. ¶
CM: As Construction Manager, the GCCM is responsible to oversee and manage the contractual relationship between subcontractors and the project team. Schedule, execution progress, quality, safety and the subcontracting plan. This requires that subcontractor communications are validated and potentially managed with transparency on the same between owner and design team. Managing financial progress and reporting to the owner. ¶
GC: As the general contractor, the GCCM is directly responsible for all field execution and jobsite management as well as all self perform scope of work. The self perform scope is LS commitment functioning financially similar to other prime subcontractors within the terms of the main contract. This "sub to themselves" is important in the context of communications, issue management, and conflict resolution. ¶
Leveraging the preconstruction phase, specific techniques and greater detail on how project risks will be managed is the outcome. Through the construction phase, the team should be in a more advantageous position on ris [... [204]

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have change orders and/or contracts in place to order materials needed for the work in a timely manner. An allocation of funds on a force account waiting for approvals is not an effective way to facilitate this process.

In addition to supporting decision making and approvals, a best practice would be to establish and facilitate the start of the audit process during construction. This will limit the time needed at the end of the project to complete this process and ensure cumulative errors do not occur.

The Design Team functions in a very similar capacity as other delivery methods. Because the MACC is likely set a 90% complete or potentially 90% complete for a portion of the work with the remainder of the work under design, the fundamental difference is the high likelihood of design continuing into the construction phase more similar to the design-build delivery method.

Items that are administrated Differently During Construction in GCCM

Risk

Overall, as a team, all parties should be checking in on the risks identified during the preconstruction phase to ensure a continued, proactive approach to the mitigation of project risks. Because the full team participated through preconstruction, the team should be better positioned for this risk mitigation. Remaining risks to be addressed during construction could include schedule, material availability, labor availability, design constraints, project logistics etc. As the project comes out of preconstruction a risk matrix should be developed, reviewed and updated to track overall project risk and mitigation throughout construction.

OPPORTUNITY for a SAMPLE RISK MATRIX HERE

Payment and Changes

Monthly payment and owner initiated changes should be administrated under the terms of the Agreement and are largely similar to a bid project with the exception of trade partners procured under the alternative subcontractor selection process. As a result of the interaction of the team during preconstruction these processes should be well defined headed into construction. In addition, changes should be limited. However, depending on the approval process for contingencies and allowances, a similar approval process may be required and could be equally as administratively challenging as a bid project. See section on MACC and TCC for effective ways to structure the MACC to limit the administrative burden on the project team that can be leveraged in GCCM.

As it relates specifically to payment and changes for Alternative Subcontractor Selection trade partners, the payment and change process can be more complex on a GCCM project. It is important that prior to the construction phase a process and complete expectations are established for the monthly payment process. The time to complete a full review for these trades needs to be accounted for in the workflow.

As a best practice, monthly pay requests should be reviewed and potentially validated each month to create more of an ongoing audit process as opposed to a lengthy settle up at the end of the project. That being said, if this cannot be accomplished within the identified project timeline for the pay application process, it should not be attempted. In any event, the contract needs to set forth the auditing expectations for the project.

Negotiated Support Services

Different from other delivery methods, the Negotiated Support Services (NSS) likely needs a separate process and workflow during construction to efficiently approve and pay for expenses

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incurred. If an NSS item has been established or converted to a lump sum as a part of the negotiation of the MACC or as a change order, NSS is essentially treated the same as a bid trade partner with a schedule of values and payment based on progress for the scope of work. An audit, other than that the total paid matches the lump sum amount, is not applicable in the event of a conversion to lump sum.

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Without a conversion to lump sum, the work is treated similar to a force account or time and materials. Owners should anticipate and account for the administrative process to support timely payment and allocation of funds for NSS executed in this manner. Like alternative procurement trade partners operating under a MASCC, a best practice in this area would be to treat monthly pay applications as a part of the validation process to complete verifications of costs incurred along the way as opposed to at the completion of work.

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Close Out

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The close out process for GCCM can be streamlined by creating thoughtful processes for the verification of funds allocated and spent on the project. The project team should develop a system of cost control and accounting which tracks the project financial position throughout the work. It should be detailed in a fashion that tracks the different aspects of all project budget categories and allocation of funds.

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Using the pay application process can be an effective way to complete the validation process "along the way" allowing an owner to significantly reduce the amount of duplicative effort and expedite the close out process. As noted previously, if the timeline for this type of workflow on the project will delay payment, it should not be attempted. In this case, a quarterly audit is an effective means to complete the process through the course of the project, as opposed to waiting until the end of the project. Other than the reconciliation of total costs expended under the terms of the MACC, there are few differences between GCCM and other contract delivery methods.

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Chapter 9 – Subcontracting

The GCCM delivery method is unique in how subcontract work is priced and delivered when compared to the other alternative delivery methods in the State of Washington. When discussing subcontract work, the statute is referring to the "work [required] to construct the project...." RCW 39.10.210(13). This also includes equipment and materials. Under the two different models for GCCM, that work comes with different procurement requirements, but generally speaking, a significant portion of this work must be publicly bid out with award to the lowest responsive bidder that is responsible. Below is a breakdown of how subcontract work must be procured and distributed amongst firm types and GCCM type:

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General Contractor/Construction Manager:

- GCCM Prime & Subsidiaries – No More than 30% of Negotiated Maximum Allowable Construction Cost – Low Bid
- Subcontractors (not affiliated with GCCM Firm or subsidiaries) – No Limit – Low bid

Heavy Civil General Contractor/Construction Manager:

- GCCM Prime & Subsidiaries - No more than 50% of the cost of the work to construct the project – Negotiated

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- Subcontractors (not affiliated with GCCM Firm or subsidiaries) – No less than 30% of the cost of the work to construct the project – Low bid

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This chapter will explore best practices for planning, soliciting, and awarding subcontract work.

Developing Subcontractor Bid Packages

Packaging the subcontract work is one of the more challenging aspects of the GCCM delivery method. The goal is to find the correct balance between packages that maximize competition while also keeping costs down. There are many different strategies owners can employ when packaging subcontract and the [statute below](#) provides some guidance on how owners should approach subcontract packaging.

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“Individual bid packages are to be prepared with trades separated in the manner consistent with industry practice to maximize participation and competition across all trades. Bundling of trades not normally combined into one bid package is not allowed without justification and specific approval by the public body. Bid packages must be prepared to reduce barriers for and increase participation by disadvantaged business enterprises. (RCW 39.10.380(1))”

Owners should try to keep trades separate when developing subcontract packages as this can maximize competition and DBE participation on large public works projects. However, “bundling” subcontract packages can provide advantages to the Owner. In either scenario there can be unintended consequences for how an Owner ultimately decides on the subcontract package. For example, combining different trades into one subcontract package can limit competition, reduce DBE participation, and drive up costs. Owners should consider the following questions when developing subcontract packages, in particular, when considering the combination of trades into one subcontract package:

- Is it a generally recognized local industry practice?
- Does the combination promote competition?
- Does the GCCM plan to bid any portion of the package, thereby discouraging competition?
- Does the combination create an advantage for fewer bidders?
- Is the management and coordination of the multiple trades is clearly defined in the bid package?
- How does this package increase DBE participation?
- Was any of this work previously solicited without successfully selecting a firm and would combining it with other work increase competition?

Due to the complexity of combining multiple trades in one package and the potential for unintended consequences, it is highly recommended that proposed bid packages that bundle different trades or type of work be analyzed by the owner and discussed with the GCCM prior to solicitation. Advantages and disadvantages of the proposed package should be compared against project priorities, goals, and increasing DBE participation to determine the best subcontract package. The Owner must be fully engaged in the subcontract packaging process and is ultimately responsible for the final packaging decisions. Following are some considerations and potential areas for discussion between the Owner and the GCCM.

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Potential Advantages:

- Some scopes of work are inherently connected and require significant interface in order to best schedule and install a quality product. For example, concrete, reinforcing and subgrade waterproofing are systems and materials that are very closely tied together, are installed often concurrently and require close coordination. The combination of these scopes in one bid package can lead to enhanced coordination and ultimately a higher quality installation. Questions to explore when looking at different scope combinations to achieve this goal: Are these trades generally combined under a single contract? Does the interface of the trades require close coordination and work integral to both scopes? What benefit will the project see from this combination?
- There are situations where the public entity may have contract terms or requirements that are not generally accepted in the trade community that could lead to low bidder coverage or potentially inflated pricing. This can be especially true in an active market where trade partners have a multitude of options for new work. For example, a specific trade may be historically unwilling to accept or agree to some contract terms like liquidated damages. In this scenario, bundled bid package provides the option of putting another entity that is taking on the risk of the prime agreement terms between the public owner and the trade partner. The first tier bidder then takes on this risk and determines the appropriate compensation for that risk as they develop their bid price. The benefit to the public owner is maintaining these provisions and potentially increasing competition for the trade in question. This is a common issue with vertical transportation and is an alternate to working with the GCCM to develop agreeable contract terms for the bid package that do not place undue risk on the GCCM but increases competition within the trade package.
- GCCM is essentially a low bid award structure as it relates to the award of scopes outlined in bid packages, or first tier contracting. Bundling for this example could be done with the intent of creating an opportunity for some scopes of work to be included in the larger package but not necessarily awarded to the lowest bidder on their own. By bundling various trades, the “bidder” may use their professional judgement and expertise to select second tier trade partner to perform the work that may not be the low bidder for that trade. Examples of good use here could be selection of diverse or small businesses that are not based on low bid or bonding capacity. Similarly, a selection may be made based on ability to execute the schedule or proven history of quality work as opposed to low bid. In this scenario, the outcomes noted are not guaranteed, the bid package is still competitively bid and awarded to the low bidder that may or may not implement these strategies.

Potential Disadvantages:

- Combining of trade packages can limit competition by creating a situation where limited firms have the capability or bonding capacity to bid the work. When looking to ensure competition, questions that could be explored include: Who would generally perform the work and how

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much of the package would be self-performed by the firm awarded with its own craft labor? Is this a combination that would require a general contractor to perform the work due to the varying scopes, or a large percentage of the work is not self-performed and subcontracted? If so, is the management of these trades something that should be expected from the GCCM as a part of the base scope of services? With limited competition there is the possibility that the work will not be purchased at market price or the best price. Compounding mark-ups and indirect costs are incurred for work that is second tier as opposed to first tier to the GCCM. A way a Public Body can limit these types of potential issues would be understand what firms are performing the work and why it may be necessary to package work in this fashion. An example of atypical bundling would be structural concrete and wood framing, or concrete, structural steel, and the elevators.

- The creation of a bid package that bundles a portion of work that is planned to be bid by the GCCM can also have the potential of limiting competition due to a perception of advantage in favor of the GCCM because of knowledge of the project and personnel on the project that could create efficiencies specifically for the GCCM. A transparent process with controls in place to ensure a level competition is critical in this scenario to ensure the public owner receives the best value for the project.

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Self-performance of Work by GCCM

Under RCW 39.10, the GCCM prime is allowed to pursue a portion of the subcontract work for the project. Depending on the type of GCCM contract, the GCCM Prime can either be selected as the low bidder for the work or the work can be negotiated. The following table depicts these two different methods of self-performance by the GCCM Prime.

	Traditional GCCM	Heavy Civil GCCM
Negotiated Self-Performed	Not Applicable	Up to 50% of Work
Low Bid Self-Performed	Up to 30% of Work	Cannot exceed 70% of Work (Including Negotiated Work)

When determining the appropriate amount of Work the GCCM Prime can pursue, Owners should consider a number of factors and have the conversation as early as possible during preconstruction. Owners should consider at a minimum the following when making this determination:

- What work does the GCCM Prime typically perform (Performance varies by firm and industry)?
- What work did the GCCM Prime firm indicate they want to pursue in their proposal?
- What opportunities are there to break the work into smaller packages to increase competition?
- How does the contracting community typically bid on this package of work (Do they typically want to qualify their bids)?
- Will this generate sufficient competition for the work?

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- How will this impact S/DBE participation?
- Will other firms pursue this work?
- What sub work might be typically included in this package and how will that impact sub utilization (Owner's should limit performance of subcontract work in package, but some packages are typically combined in industry)?
 - For example, rebar supply and cement finishing are typically included inside a concrete structuring package
- How do you calculate this percentage (MACC, NSS, GCs, Fee, etc.)?

Administration staff and equipment requirements for self-performed subcontract work

It's important for Owners and the GCCM Prime to ensure that the staff required to manage subcontract work are different from the team managing overall GCCM contract. Staff for the overall GCCM contract typically require full time staff and are the cost is included within the Specified General Conditions. Allowing the GCCM to pursue subcontract work with Staff already allocated to the overall GCCM contract can create an unfair advantage for the GCCM Prime and reduce their ability to manage the overall contract and sub work.

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Bidding and awarding self-performed work

Even though the GCCM may be pursuing subcontract work via bidding, the preparation of the solicitation documents is still performed by GCCM. Owners should review all solicitation documents for every subcontract package, especially subcontract work the GCCM is pursuing. Owners should be looking for unique terms and conditions that may prevent other firms from bidding on the Work, reducing competition and potentially increasing costs. It's important to remember the Owner is accountable for ensuring fair and transparent procurement practices for all subcontract procurements, including subcontract work the GCCM is pursuing.

The solicitation for subcontract Work the GCCM is pursuing is always performed by the Owner. This responsibility includes:

- Posting solicitation documents publicly.
- Placing solicitation advertisements per RCW requirements.
- Receiving and responding to questions submitted during the solicitation period (the solicitation should reflect this).
- Issuing addendum during solicitation period.
- Collecting and publicly opening bids.
- Reviewing bids for responsiveness and responsibility requirements.
- IF the GCCM is the low bidder, verifying required equipment is included in the bid price and not included under other project costs like Negotiated Self-Performed Work or other subcontract packages.
- Publicly identifying the lowest responsive and responsible bidder.
- Addressing any protests received (Protests should go directly to the owner, not the GCCM and the Owner should respond)

Procurement Process

The solicitation process for subcontract work under GCCM is very similar to the solicitation, selection, and award process under typical Design-Bid-Build procurements.

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Preparing packages for solicitation

During preconstruction, the owner and the GCCM have developed a subcontracting plan that outlines how the subcontract work will be procured. This plan should detail the number of subcontract packages, which packages the GCCM intends to pursue as self-perform work, the anticipated procurement schedule, prequalification requirements (if applicable), and the associated small or disadvantaged business goals for each package.

Each subcontract package requires its own set of solicitation documents; including associated terms and conditions, project specifications, drawings, and other applicable documents. Some owners and GCCM firms have found that creating a set of boilerplate solicitation documents can streamline the subcontracting process. Boilerplate solicitation documents will include the standard terms and conditions that apply to each solicitation package, allowing the GCCM and owner to focus on special terms and conditions, specifications, drawings, and other documents that are specific to each solicitation package.

Subcontract terms and conditions

There is not a typical form of the solicitation documents and most GCCM firms start with their own form for the solicitation and contract documents. But that does not mean the Owner is removed from the process. Most Public Bodies have provisions in the main GCCM contract that must flow down into each subcontract contract, like labor requirements, small and disadvantaged business provisions, or prompt payment provisions. RCW 39.10.410 also lays out minimal requirements for subcontract terms and conditions that both the Owner and GCCM should be familiar with.

This highlights why it's important for Owner's to review each solicitation package, ensuring the appropriate terms and conditions are included in each subcontract and those terms and conditions are fair to the subcontract community, don't limit competition, and don't unnecessarily transfer project risk from the GCCM to the subcontractors. Some things a Public Body should look for when reviewing solicitation packages are:

- Flow down provisions from Public Body or funding source
- Insurance requirements
- Transfer of risk provisions
- Contract duration
- Conflicting terms and conditions
- Small and Disadvantaged Business goals
- Bid opening date and location
- Liquidated damages (ensuring they are fair and not punitive)

Prequalification vs. Supplemental Responsible Bidder Criteria

The GCCM and Owner may decide that a subcontract package requires specific experience necessary to successfully complete the work. There are two ways the GCCM can go about establishing these qualification requirements; pre-qualification or supplemental bidder responsibility criteria.

Supplemental Responsible Bidder Criteria

Supplemental Responsible Bidder Criteria is an additional criteria Owners can establish for work packages that are procured based on price. Things typically used for Supplemental Responsible Bidder Criteria include years of experience in a certain field

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for staff, labor compliance, etc. There is nothing unique under the GCCM delivery method when using supplemental bidder responsibility criteria for subcontract packages. Public bodies and the GCCM should consult RCW 39.04.350 for responsibility requirements and supplemental responsibility options for each subcontract solicitation packages.

Pre-Qualification

Prequalification of subcontractors for GCCM subcontract work is not typically used under the GCCM delivery method, but in those rare cases when it's necessary, the Owner and GCCM should be aware that it requires significantly more administration work and time for awarding work. Owners must ensure that additional prequalification requirements do not create an unfair competitive advantage for any firm pursuing this work, including the GCCM.

Any package that requires prequalification of subcontractors must go through a public review process which includes a public notification, a public hearing, an evaluation of the firms pursuing the work, and a protest process. RCW 39.10.400 outlines the specific requirements for each of those steps, and Public Bodies and the GCCM should familiarize themselves with those requirements to ensure that the process is fair, transparent, and allows for sufficient competition and a fair and reasonable price for the project.

Advertisement

Advertising requirement the subcontracting packages for a GCCM project are very similar to typical Design-Bid-Build procurement advertisements, but there are some unique requirements that Owners and the GCCM should be aware of.

Timing

Ideally, bidders should have a minimum of three weeks to review and compile bids. This should help ensure firms have sufficient time to review the documents, ask questions, and compile an accurate bid. The GCCM and Owners should allow for more time in the bidding process if the bid date is extended via addendum.

Prebid Meetings

Often a Prebid meeting is held to convey project specific details and requirements. It's a good idea to hold a Pre-Bid meeting so that the Owners and GCCM can highlight important information about the package of work while also allowing firms to ask questions directly to the Owner. If the GCCM is pursuing the bid package, then Owners should hold these Prebid meetings in their facilities, not the GCCM's facilities.

Owners can decide to make the prebid meeting mandatory. Mandatory prebid meetings are typically rare and is best to only use them when needing to provide site access that prospective bidders cannot gain without Owner approval. When using mandatory prebid meetings, the Owner should require at least two meetings, with attendance mandatory at only one. This will allow more firms an opportunity to attend the prebid meeting and hopefully increase the competition on the package of work. Additionally, the solicitation documents should indicate that the prebid meeting is mandatory.

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Solicitation Contact Information

The solicitation documents should identify a contact person and process to submit and answer formal bid questions. This is typically the GCCM, unless the GCCM is pursuing the package of work. In that case it should be the Owner that handles all questions, responses, and issuance of addenda. All questions should be formally submitted to the appropriate individual overseeing the procurement. All responses to questions should be responded to formally and publicly to ensure all prospective bidders have the same information.

Engineer's Estimate

The Owner and GCCM should consider publishing the subcontract package estimate in the solicitation documents. It provides transparency for the bidders while also allowing the Owner and GCCM the opportunity to negotiate with the lowest bidder should all the bids come in over the estimate. Additional requirements are listed in RCW 39.10.380(6) and is discussed in more detail below.

Availability and access of bid documents

Ideally, the GCCM or Owner will have a public website where solicitation documents can be accessed and downloaded by prospective bidders. If this option is not available to an Owner or GCCM, then the solicitation documents should indicate who bidders should contact to receive the bid documents. This process is not ideal as it's much slower than publicly available documents and can impact competition on the subcontract package.

Receiving and Evaluating Bids

For all bid packages, the GCCM or Owner must open them publicly, similar to Design-Bid-Build solicitations. The responsible party for opening and reviewing bids depends on whether the GCCM is submitting a bid or not on that package. The following table highlights the responsible party for different steps in the bid evaluation process:

	GCCM Pursued Subcontract Packages	All other Subcontract packages
Receiving bids	Owner	GCCM
Opening bids	Owner	GCCM
Verifying bid (double checking math)	Owner	GCCM
Responsiveness review	Owner	GCCM
Responsibility review	Owner	GCCM
Supplemental Responsible Bidder Criteria	Owner	GCCM
Selecting lowest responsive & responsible firm	Owner	Owner
Notifying public of selection	Owner	GCCM

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Reviewing Bids

The GCCM or Owner should review all bids. Where the GCCM takes the lead on review bids for subcontract packages they are not pursuing, the Owner should always verify those reviews because at the end of the day, it is the Owner that has to deal with any protests or public relations issues that may arise from incorrect reviews and selections. When reviewing bids, the following are some items that are important for review:

Bid Amount:

- Verifying math is accurate on bid form (solicitation should indicate how bids are handled if math errors are found)
- Significant bid discrepancies between bid and estimate (Helps identify potential errors in bidder's submission)
- Comparing bids against each other (especially if the low bid is significantly different than the other bids received)

The Owner and GCCM can meet with the low bidder to discuss any errors or discrepancies in their bid to ensure it is accurate and covers the entire scope of work. The Owner should attend any meeting between the GCCM and the subcontractor.

S/DBE Evaluation:

- Did they meet the goal or if not, did they make good faith efforts to try and achieve the goal
- Verify that the firms submitted are S/DBE firms and certified by OMWBE, if required in solicitation or by statute
- Verifying the math is correct

If the bidder did not make the goal nor sufficiently made good faith efforts, the GCCM should follow agency guidance and process before accepting or rejecting that bid. It's also critical for Owners to be heavily engaged in this process of the bid evaluation.

Responsiveness Review:

- Did they complete the required submittal documents per the solicitation?
- Did they sign the correct documents?
- Is the individual signing the bid authorized to sign for the firm?

Responsibility Review:

- Did the bidder meet all the requirements of RCW 39.04.350?
- Did the bidder's response to Supplemental Responsible Bidder Criteria meet the solicitation requirements?

Owners should be familiar with RCW 39.10.380(2) if they intend to reject the low bidder based on not meeting the responsibility requirements set out in the solicitation. If the Owner determines that the bidder is not responsible, then written notification to the bidder must be provided to the bidder that they intend to reject their bid. That bidder then has an opportunity to establish that they are, in fact, a responsible bidder per the solicitation requirements.

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Lack of Competition

Single bid

At times, the Owner may only receive one bid for a subcontract package. In those instances, the initial review of the bid is still performed. The GCCM and Owner should also perform the following evaluation:

- A cost-price analysis to ensure the bid is fair and reasonable
- Reach out to other firms that typically perform this work to understand why they didn't bid.
- If the only bidder is the GCCM, the Owner needs to review the solicitation documents to ensure fairness (ensuring the GCCM didn't have a competitive advantage and other firms had a fair opportunity to compete for and be awarded the package).
- Review main contract with the GCCM to ensure compliance with single bid requirements and review. (Does the main contract have a minimum number of bids required in order to award)
- Perform a more detailed analysis of the bid against the estimate. This may require a meeting with the bidder, along with additional documentation to establish the bid is reasonable.

The Owner must ensure the bid is fair and reasonable and that there was sufficient opportunity for competition before awarding the package.

No Bids

If no bids are received then the package must be rebid, but the following items should be evaluated before soliciting the package:

- Evaluate scope of work to ensure correct work is packaged together
- Look for opportunities to break work into smaller packages to encourage participation from bidders
- Reach out to firms that typically pursue this work to understand why they didn't submit a bid
- Review terms and conditions of contract to ensure there aren't provisions that are overly burdensome to subcontractors (insurance, LDs, etc.)

Bidder error

Bidders may claim error and retract their bid as outlined in the solicitation documents. That bidder may not pursue the same package of work if the package is resolicited.

Selection of Lowest Responsible, Responsive Bidder

For packages that are run by the GCCM, the Owner must approve the determination. Owners should review all documentation of the process and decision to ensure they comply with the contract, solicitation, and all RCW requirements.

Negotiations with Lowest Bidder

As described in RCW 39.10.380(6) & (7), the GCCM and Owner can negotiate with the identified lowest responsive, responsible bidder under certain conditions:

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- The estimate must be published with the solicitation
- All bids must exceed the published estimate
- The apparent low Bidder's bid does not exceed the published estimate by more than 10%

If those conditions are met and the Owner decides it's worthwhile to pursue negotiations with the lowest bidder, they should consider the following prior to negotiating with the bidder:

- Perform a cost/price analysis on bid
- Develop a negotiation plan prior to meeting with the apparent low bidder

It's important for the Owner and GCCM to understand that the negotiations should focus on what changes to the scope of work are necessary to bring the costs back in line with the estimate. The negotiations are not an opportunity to try and extract more work from subcontractors at a reduced cost. Should negotiations fail, then the subcontract package must be rebid.

Encouraging Competition

An important goal for most Owners is increasing the participation of small and disadvantaged firms. Owners and the GCCM should look for ways to maximize S/DBE participation beyond adding S/DBE goals on a project. Terms and conditions should be closely examined to ensure that they are not putting an undue burden on smaller firms, preventing them from pursuing this subcontract work. For example, Owners should tailor insurance and indemnification limits to the scope and risk associated with the work.

Owners and the GCCM should put together a robust plan for engaging potential small and disadvantaged businesses, including the following:

- With sufficient time prior to bid submittal, contact potential firms directly, not just blast emails
- GCCM should begin outreach efforts early in the design development and much earlier than when packages hit street
- Work with Owner to compile list of potential firms
- Have open outreach events, early in the project, allow questions from subs
- Consider geographic outreach to firms in the area of the project

Chapter 10 – Heavy Civil GCCM

Heavy Civil, as defined by RCW 39.10.210(10), is a civil engineering project where the predominate features of the project are infrastructure improvements. It's the responsibility of the Owner to determine if a project meets the requirements in the statute, but the following are some examples of projects that might be considered heavy civil:

- Roads, bridges, tunnels
- Public transit (Rail, ferry terminals, maintenance facilities, busways and bus rapid transit facilities)
- Wastewater or Water Treatment Facilities (including Combined Storage Outfall)
- Airport runways and landside facilities
- Remediation and restoration projects (e.g., levies, superfund cleanup)
- Marine projects (terminals, piers, wharves, shore protection, environmental restoration)

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The RCW establishes some unique requirements for Heavy Civil GCCM projects that differ from standard GCCM. The following are the key differences between Heavy Civil GCCM and regular GCCM projects and these concepts will be explained in more detail below.

- The self-performed work (up to 50% of Subcontract Work) can be negotiated with the GCCM firm, instead of procuring via low bid.
- GCCM cannot bid on at least 30% of the negotiated subcontract work.
- An independent audit must be conducted to confirm the proper accrual of costs outlined in the contract.
- A Construction Management and Contractor Plan (CMCP) from the GCCM is required.

Considering the Use of Heavy Civil GCCM

If the Owner determines that the scope of the project falls under the Heavy Civil statute, Owners should consider the following before making the final decision to utilize the Heavy Civil GCCM method:

- Does the project benefit from having the GCCM perform up to 50% of the Work?
- Are there time critical activities that the project would benefit from having the GCCM be in control of?
- Is the Owner capable of negotiating the identified self-performed work with the GCCM Firm?
- Does the project have sensitive environments or conditions, such as waterways, fish passage or occupied areas that could benefit from early commitments of means and methods for permitting or other required approvals?
- Does the project have high risk or highly sensitive activities that would benefit from the GCCM management?
- What are the funding sources requirements, i.e., Federal Funds?

Project funding is another consideration for Owners as external funding sources may have unique provisions that need to be coordinated with the with Heavy Civil GC/CM statute requirements. This is especially true for Federal Funding sources as they will typically have additional and sometimes more stringent requirements. For example:

- Negotiated costs may require additional analysis and documentation to demonstrate that the cost is "fair and reasonable."
- When does the Owner anticipate obtaining the funds, at the beginning of a project or after the project has already been procured?
- What if there are funds available that the Owner didn't consider when procuring the project?
- Are there Buy America requirements?

Negotiated Self-Performed Work

Under the Heavy Civil GCCM statute, the selected GCCM firm can self-perform a portion of the subcontract work, and those costs can be directly negotiated between the Owner and the GCCM firm. This is a major difference between the two GCCM delivery types as under the standard GCCM, all subcontract work is to be procured via a public sealed bidding process.

There are limitations on how much self-performed work can be negotiated. The Owner may approve and negotiate with the GCCM up to 50% of the cost of the subcontract work. It's important for Owners to remember that they do not have to negotiate 50% of the subcontract

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work, especially if they cannot come to a determination that the cost of the negotiated portion of work is fair and reasonable.

Owners may also state which scope(s) of work they desire to be included in the negotiated self-performed work. This clarity will help firms understand what portions of the work are deemed critical by the Owner. As the design progresses, the Owner will approve the GCCM's subcontracting plan which will identify what self-performed work will be negotiated between the Owner and GCCM.

The GC/CM may also bid on other subcontract work via the competitive bidding process as long as the combined total of negotiated and bid work does not exceed 70% of the cost of the work. This means that the GCCM cannot submit bids on at least 30% of the subcontract work, regardless of the final amount of negotiated between the owner and the GCCM.

Subcontracting Work under Negotiated Self-Performed Work Packages

The RCW does not clearly define what, if any, work under the negotiated self-performed portion can be subcontracted out. It is left up to the Owner to make that determination. However, Owners do have a say and control into how much work may or may not be subcontracted under self-performed work packages. Please refer to Chapter 9 - Subcontracting for more information regarding subcontracting under self-performed work packages.

Owners can also stipulate how much, if any, work can be subcontracted under the negotiated self-performed work packages. Owners should remember that a key factor in utilizing the Heavy Civil delivery method is to have the GCCM control critical portions of the project work with their own workforce. If the GCCM plans to subcontract a significant portion of the negotiated self-performed work, owners should seriously consider utilizing the standard GCCM delivery method and bid out all the project work.

Procuring a Heavy Civil GCCM Project

The RFP should communicate the Owner's expectations from its GC/CM partner, especially in regard to the negotiated self-performed work. The solicitation documents must indicate the minimum percentage of self-performed work to be negotiated and it can be helpful to provide addition rational to help prospective proposers to tailor their proposals to better fit the owner's expectations and/or requirements. Owners can, and it's recommended to, include requirements in the procurement that proposing firms indicate what scope(s) of work they intend to self-perform, including their experience and capabilities to self-perform any portion of work.

The use of pre-proposal conferences is another avenue that Owners can provide more information on self-performed work that can help potential GC/CM partners submit proposals that align with the Owner's expectations. It also allows firms to determine whether the project is a good fit for their experience and capabilities.

Self-performed Fee

Owners must require proposers to submit a self-performed fee as part of the RFP submittal. This is the proposed fee that the GCCM firm will charge for all agreed upon negotiated self-performed work). This fee is only applied to that portion of work, which differs from the GCCM Fee which is included for the entire project.

It's important for Owner's to understand that the GCCM Fee is added on top of the total negotiated self-performed work amount (Work + Negotiated Self-Performed Fee). This

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is no different than the sealed bid subcontract packages which include fee in the lump sum. The only difference is the Owner sees the associated fee for the negotiated portion of work and they do not for the competitively bid subcontract work.

[Examples –See the attached bid form examples.]

Scoring the RFP Cost Components

The addition of another fee in the proposal process may or may not impact the weight given to the scoring. It's another data point that can be used. Please see Chapter 4 – Procurement for more information on weighing evaluation criteria.

Negotiating the Self-Performed Work

The Owner and the GCCM can negotiate the self-performed work once the project is ready for the overall MACC to be negotiated, but there are important steps that the Owner and GCCM need to undertake before commencing negotiations.

Construction Management and Contracting Plan (CMCP)

Under Heavy Civil, the GCCM is required to complete a Construction Management and Contracting Plan and submit it prior to negotiating the self-performed portion of Work. This is similar to the subcontracting plan developed under regular GCCM projects, however there is an additional emphasis on the negotiated self-performed portions of work, along with additional requirements from the RCW like:

- Scope of work and cost estimates for each package.
- Proposed price and scope of work for the negotiated self-performed portion.
- Basis used to develop all cost estimates, including negotiated self-performed portion.
- Updated inclusion plan.

The CMCP, while not required to be developed at any specific point during design except prior to negotiations, it's best practice to have an initial draft of the plan developed early in the project (typically by 30% design) to provide time for owner feedback to be incorporated and additional research conducted prior to starting negotiations or other procurements. Here are some additional best practices to consider:

- The plan should include any work that might be considered for early bid packages.
- Outreach for increasing inclusion efforts should be started early in the project and the information gained should be considered in identification of potential work packages and subcontracting strategies.
- The plan should also include what work will be included in the Negotiated Support Services (NSS).
- Negotiated self-performed portions of work should identify sub-tier subcontractors or vendors.
- The CMCP should be periodically updated as the design progresses or additional work scopes and packages are defined.
- Audit considerations should be included in informing the plan.

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- Owners should review, request amendments as appropriate and approve the final plan before bidding commences.

Negotiating large portion of work can be challenging and Owner's should ensure that their staff are properly trained and experienced in these types of negotiations, or at a minimum, the Owner's Representative should have experience with these types of negotiations. Here are some things to consider when reviewing and negotiating this portion of work:

- Are the productivity units reasonable?
- Is there duplication of SGC's between the overall work and the self-performed work?
- Is there duplication of any NSS items between the overall work and the self-performed work?
- If escalation is identified separately, is it reasonable?
- Are the labor rates accurate?

Cost Reimbursable or Lump Sum?

The negotiated self-performed work can be established as a cost reimbursable amount or a lump sum. During negotiations the Owner and the GCCM will determine which method is most appropriate for the work being negotiated. Both methods have their own separate risk profiles and the Owner and GCCM should be aware of those risks when deciding which method to agree on. Additionally, this decision will impact the scope of the required audit, which is required to be outlined in the contract. At the end of the day, the Owner must make the determination that the cost of the negotiated self-performed work is fair and reasonable before agreeing to a price.

Independent Audit Requirements

Under Heavy Civil GCCM, the RCW requires an audit to ensure the proper accrual of costs for the project. Under the traditional GC/CM model all subcontract work must be competitively bid, even self-performed work, and thus an audit of the proper accrual of costs is not necessary as the costs have been substantiated through a competitive procurement process.

When should audits occur?

The RCW This language can be interpreted that only one audit is required, and some Owners perform the audit at the conclusion of construction activities. It should be noted that the RCW requires the audit confirm the proper accrual of costs as outlined in the contract, which means the audit must be completed at the conclusion of the project. However, Owners should consider performing a continuous or phased audit throughout the project, instead of an all-encompassing audit at completion. This will allow the Owner and GCCM to correct issues before they become too large and can also reduce the time it takes to close out a project as audits of a large project with multiple cost reimbursable components can take a long time to complete. Owner should consider the follow for the audit:

- The audit scope should be defined in the RFQ/RFP, including timing and process. This will allow the GC/CM to appropriately staff the project in support of the audit.
- Should preconstruction services be audited?
- When should the audit occur?
 - At the conclusion of the MACC negotiation?

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- o [Midpoint of project?](#)
- o [For lengthy projects, semi-annually or after the conclusion of project phases \(if applicable\)?](#)
- o [Only At end of project?](#)

[The scope of the audit will be determined by how the cost for various portions of work are established. For negotiated self-performed work established or converted to a lump sum the Owner may limit the scope of the audit to the proposal/negotiation process and subsequent amendments, instead of a line by line accounting of costs within that package. For other items, such as NSS items, that are established as lump sum, the Owner may decide not to audit that work at all.](#)

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Chapter 11 - Close Out

- Cost Reconciliation
 - Audits
2. The scope of audit should be adequately defined within the main owner contract.
 - GCCM:
 - a. NSS, cost reimbursable so all detailed costs subject to review. GCCM, company owned equipment costs as well as third party vendors, subcontractors, and GCCM labor. Prime Subcontractors are generally bid and subcontracted as LS agreements and therefore the work "within" these scopes is not typically within the scope of audit. The GCCM's accounting of bids, awards, changes, and final subcontract amounts should be demonstrated via audit with owner.
 - b. Alternative Subcontractors: If utilized, their scopes are subject to audit to prove the accounting of costs. All self perform scopes of work.
 - c. During TCC or MACC negotiations, selected budget categories can be converted or treated as LS. This is a risk transfer decision which should be correlated within the scope of audit. I.e. a LS commitment is generally excluded from the scope of audit.
 3. Best practice suggests that audits parameters be defined and/or updated via change order to reflect the project team decisions, audits should be completed "along the way" with the pay application process to avoid cash issues and a prolonged close to the project. Best practice is not to do one audit at the end of the project, periodic audits. Connection back to the process and what is required for the audit, submit it along the way.
 4. The owner should define Who should/will be performing the audit, (third party, internal etc) Focus on what will make the audit efficient.

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Talk about pros/cons of conversion to lump sum here?

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See comment above about risk-shifting

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Depends on negotiations, contract language, goals of the scope when determining risk transfer for subcontractors in this selection process. **Need to be clear and deliberate on the message we're sending about Risk transfer**

Propose we move to negotiation section.

Knowledge gained through precon allows teams to better allocate risk through this process vs on a hard bid job/DB

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I think using lump sum to describe the procurement options for subcontractor selection will get more confusing when we start talking about how you can convert this process to lump sum. I think we should call it low bid selection.

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Need to see if this is the best place to discuss how the Alternative sub selected awards works under this subcontract. Verify not already mentioned.

Ensure this chapter highlights the key differences between the 2 different ways to procure subcontract work – look at pros and con table.

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We could refer to the section below where we talk about evaluations and scoring for more details.

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Thinking this entire part II can be eliminated? With the above narrative and below on "how to" this piece feels redundant.

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Shelly Henderson: do we want a general timeline?

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A best practices schedule graphic might be helpful here. We've got examples.

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Seems clunky to me. Need a better way to phrase this.

Page 21: [96] Commented [DN89] Datz, Nick 10/26/2022 1:52:00 PM

Refine and focus on the weighting of the criteria based on sub work priorities

Highlight the reference point of starting with the GCCM scoring criteria

Page 22: [97] Commented [DN90] Datz, Nick 10/26/2022 2:03:00 PM

Focus on committee makeup, number involved, titles, etc... highlight that procurement documents may need to be amended if things change.

Need to coordinate with Procurement chapter

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Can post on OMWBE website now:

Notice of public proposals should be provided to OMWBE

Page 22: [102] Commented [SM92] Scott Middleton 3/31/2021 2:19:00 PM

This is typically consistent with GCCM and the matrix that would be used in that contract.

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This is typically consistent with GCCM and the matrix that would be used in that contract.

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Traci/Shelly – unique considerations for schools?

Page 24: [124] Commented [DN108R107] Datz, Nick 3/24/2021 1:20:00 PM

Frame more around awareness of unique requirements associated with different agencies

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Consider that every public body may have unique notice requirements. Point that out here.

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Two separate discussions here:

- Changing criteria after evaluations (price score)
- Changing criteria after hearings and potential impact

“material changes not permitted” not consistent with RCW changes

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Didn't delete but believe this is covered below. Need to discuss with team.

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Page 24: [138] Deleted Datz, Nick 4/9/2021 8:11:00 AM

Page 24: [139] Commented [ke125] keithm@formacc.com 3/24/2021 12:31:00 PM

Previous sentence is enough, this one feels like speculation unnecessary for this document.

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Verify owner required on evaluation committee.

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Andy and Olivia to draft additional language about committee makeup

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I suggest deleting this language as we substantially address this above. I think we should insert the process map above, however.

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Revise based on statute requiring scores added together to select highest ranked firm

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MCA doesn't support this approach. I think this needs further discussion. Like with whether material changes can be made to eval factors and weights after a final determination issues, MCA just agree to disagree here and we leave it out.

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Why wouldn't you go lump sum... cost impacts to subs and owner

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Volunteers: Angela and Scott to craft initial language and pass around sub committee.

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Recommend being clear that independent means not internal to the public body.

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Focused on subcontractor integration and tie back to precon section

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Broader than this. Should focus on value not just preventing future constructability issues

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Audits may be done at any point in the project.

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Wait until construction services is complete to determine if more needs to be included here.

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Using statutory term "public body" instead of owner.

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