

**GC/CM Committee**

Meeting Summary March 30, 2022 (Meeting #30)

1. **Chair Datz called the Teams meeting to order at 1:05 p.m. A quorum was established.**
2. **Administrative**
  - a. Introductions
    - i. Committee members in attendance: Nick Datz (Sound Transit), Penny Koal (DES), Santosh Kuruvilla (Engineers), Scott Middleton (Specialty Contractors), Shannon Gustine (General Contractors), Sam Miller (Architects), Alexis Blue (Higher Ed), Traci Rogstad (Schools), Mark Nakagawara (Cities), Angela Peterson, on behalf of Janice Zahn (Ports), Keith Michel (Construction Trades Labor)
    - ii. Stakeholders in attendance: Olivia Yang (Higher Ed), Shelly Henderson (Schools), Ian Hernandez (Cities), Brian Sweet (Ports)
  - b. Approval of January meeting summary delayed till next meeting.
3. **Review DRAFT Preconstruction Chapter**
  - a. *Section 1: Intent*
    - i. Architects: What we wanted to do with this section was to outline the goals of what a good preconstruction looks like without being duplicative of things that are covered elsewhere in the best practices.
    - ii. Chair Datz: I like having this section to introduce each topic, and I've been thinking we might want to mirror this format throughout the sections.
    - iii. Specialty Contractors: On a related note, something Janice flagged that I'd like to bring up is the idea of forming an editing subcommittee (or something similar) to start working through the chapters we have mostly finished, to marry up formats and terms and do whatever wordsmithing is needed. I'm happy to take the lead on that, and it would be great to have another volunteer or two. I think we have enough now that we can start polishing the chapters we have so far.
    - iv. Chair Datz: That would be amazing, and I'd love to set up a little subcommittee to focus on packaging this up. We're going to have to do a lot of cleanup and fill things in—a lot of the earlier chapters were a lot more bulleted, so we'll need to craft those. We talked about doing more graphs and tables as well, so that will be part of this too. I'll be a part of that editing subcommittee. It's great that we're starting that now, so we can be done with this around the end of the summer.
    - v. Architects: I'm happy to help with producing graphic material for the report and doing layout. The other thing I'd offer to the group is we want to make sure our terminology is matching up throughout the report. I don't know if anyone noticed, but I started using the term "contractor team," just as we've used "design team," as an inclusive way to refer to GCCM-plus involvement. I don't know how everyone feels about that, but that's something I started doing in this section.
    - vi. General Contractors: I thought that was fine. I think maybe what [Specialty Contractors] was referring to was places where we refer to a GMP, changing that to MACC.
    - vii. Specialty Contractors: Yes, I think harmonizing the terminology throughout is the goal. In some cases, marrying it to the statute might also be helpful.
    - viii. Chair Datz: Sounds great. Anyone else want to join this editing subcommittee?
    - ix. General Contractors: Depending on the timing, I'd be open to doing a last pass edit.
    - x. Architects: Ditto.
    - xi. Chair Datz: It will definitely go through the whole committee again to review before we finish. We had talked about putting it up on CPARB anyway to get

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more input, and I'd like to do that too. We may also break it up into sections as we go through that process—we'll address that in upcoming meetings.

*b. Section 2: Relationships*

- i. Architects: Here we're trying to outline what the relationships should be and what the benefits are in that framework by breaking it up by the three different parties.
- ii. General Contractors: I had two comments: First, in the first paragraph, we might take out the sentence on "design-build by its nature," to focus on the best practices of GCCM, as opposed to trying to define design-build. It kind of depends on how they're administrated.
- iii. Higher Ed: In the same vein, I might take out the sentence talking about "creating adversarial relationships," since we're trying to stick to best practices of GCCM and talk about the good.
- iv. Architects: OK, we'll strike both.
- v. Nick Datz: I think that's good, let's do it.
- vi. General Contractors: I keep reflecting on a comment someone made awhile back, about this standing the test of time, recognizing that things are administrated differently. So, I had another similar comment—that last sentence in the second paragraph about "bringing a GCCM on board mid-process might be advantageous to the project"—I suggest striking the last part of that sentence, starting with "although the preconstruction."
- vii. Chair Datz: Right, sounds good.
- viii. General Contractors: This is really great work though.

*c. Section 3: Roles and Responsibilities of Each Party*

- i. Architects: This is really the introduction to the three different roles and responsibilities of each party.
- ii. General Contractors: My comment came from reflecting on our conversations about the "when." In that first sentence, where we talk about "before 30% design," I was wondering if that's more a best practice, vs. "typically." It seemed as if we had talked about how it can happen at different times, so maybe that's iterated a different way.
- iii. Higher Ed: I'd say "ideally" might be a better word than "typically." In many situations folks who are new to using GCCM might not understand being brought on so early in the schematic design process, which I know is pressed heavily from the PRC standpoint. Through the relationship paragraphs, we make it clear why we do that.
- iv. Architects: Yes, and the next sentence speaks to that as well.
- v. General Contractors: Did we remove any references to this 30% in the RCW?
- vi. Chair Datz: We removed the 30% reference, yes.
- vii. Architects: I put that in there because I'm more familiar with SD, DD, CC, but I know some projects use "percent-complete" of design. So that was my best guess, but I'm open to adjusting that if there's a more appropriate percentage (or no percentage) to include here.
- viii. Chair Datz: We talked about this a little bit before in earlier chapters, the "when" to procure a GCCM contract, so we should just tie this back to whatever timing we used in earlier chapters.
- ix. Architects: We could also just say, "ideally, early on in the project."
- x. Chair Datz: Yes, that's better.
- xi. General Contractors: I agree, that's good.

*d. Section 3a: Owner*

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- i. Architects: in this section we're not trying to be comprehensive in outlining every responsibility, but generally outlining the division of responsibilities across the three parties.
  - ii. Chair Datz: I think for the final subcontracting plan, this is important for us to tie back into the small business utilization plan that's under review along with the small subcontracting plan.
  - iii. Architects: That's a great idea.
  - iv. General Contractors: I also paused a bit on the self-perform section, because theoretically, that only applies to heavy civil.
  - v. Architects: In a regular GCCM, doesn't the subcontracting team also identify where the GCCM is going to bid, for self-perform? And is there owner involvement in that decision?
  - vi. Chair Datz: I believe so. I thought in the legislation it said firms have to identify the work they did, even if it's not heavy civil. We should probably pull up the legislation.
  - vii. Architects: Yes, because isn't it a slightly different bid process, in terms of the bid opening, and all that?
  - viii. General Contractors: It is for sure. When I read this, I read it like "including what you're going to self-perform," but that's not guaranteed, right?
  - ix. Chair Datz: What if we say, "including the work pursued by the GCCM."
  - x. General Contractors: That's a good way to do it. We could say "anticipated to be pursued," or something like that.
  - xi. DES: What we used to call the "outreach plan" is now called the "inclusion plan."
- e. *Section 3b: Design Team*
- i. General Contracts: I just had one comment, which I thought you hit somewhere else. In the last sentence, where it says, "while reducing risk," I suggest adding design rework. The idea is you're reducing waste through this process and eliminating rework.
  - ii. Architects: Yes, or maybe adding the word "efficiency" where we say, "bringing greater value." I think that includes cutting down on redesign.
  - iii. General Contractors: Yes, something like that would be good.
  - iv. Architects: Did people feel ok with how I worded the bit about an independent cost estimator?
  - v. General Contractor: I'm not going to lie—I wasn't a huge fan.
  - vi. Architects: I was expecting pushback.
  - vii. General Contractors: I read it as them doing real-time estimating of alternatives along the way, which would be sort of indicative of a lack of trust, for one thing, and it would also burn through more money. Do you need two opinions on everything to be able to make a good decision? That was my reaction to it.
  - viii. Architects: Just to share the other side of it, particularly early on in design, conceptual cost-estimating can be a challenge for contractors—particularly subcontractors. I think there's a variety of success we've seen there—some are really good at it, and some have a harder time conceptualizing the cost estimate and want to price what's on the drawings. So, sometimes having the combination, particularly early on when there's a lot that isn't drawn, it can be useful to bring someone in who is more familiar with conceptual cost estimating. That's my experience.
  - ix. General Contractors: Mine is kind of the opposite, so maybe it's good that we bring two ends of the pendulum on this one. My experience is that the conceptual estimates from the cost-estimating firms is oftentimes +20%. I struggle with it a bit, but I recognize I'm in a different place.

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- x. Architects: It is tricky. We just had a project where the electrical contractor didn't know how to price fire alarms in SD, because it wasn't in the drawings.
- xi. General Contractors: I think that's a failure on the GCCM's part—I mean, that's their job. Part of their job is to validate those things. If the general contractor doesn't have the skill to do that, there should be somebody else on the team who can. Carrying two people through this process doing the exact same thing seems a bit counterproductive. Typically, in my experience, the estimates we provide are far more detailed than those of the independent cost-estimators.
- xii. Construction Trades Labor: I see it both ways, honestly. The independent cost estimator can bring a lot of value from a triangulation standpoint, and it's when there's a disagreement in cost that having those additional opinions helps.
- xiii. DES: Typically, what we do is we have the independent cost estimator and the GCCM estimator, and at the end of each phase, we have them sit down and reconcile. That seems to work and creates some interesting discussions.
- xiv. General Contractors: I think that's pretty common, and I wonder if there isn't a separate section here—not to imply you need one, but you could talk about the potential different approaches for that. Talk about all the things we just went through.
- xv. Chair Datz: it almost sounds like this is a responsibility of the owner, to establish what third party input to bring in and establish that with the team. In order to address that issue of it suggesting lack of trust, have the owner set the stage and explain why we're using third parties, to get to a tighter price—that will reduce risk across all parties. I like the idea of maybe expanding this into a paragraph within the owner roles.
- xvi. General Contracts: I think, to your point, that would be a good place to talk about the value of bringing them on early, so everyone starts with the same data. Bringing someone on after a set of documents has been established and saying, "OK, price this" is not going to be super helpful. So, I would support having this be its own section, to go over these different considerations.
- xvii. Chair Datz: Do we want to make it a section on third party inputs, or just estimating on its own?
- xviii. Schools: I'd say third party inputs, because it might be other things like engineering—not just estimators. It's going to be dependent on the project.
- xix. Chair Datz: Do we want to put this under owners?
- xx. DES: A third party is probably going to own the contracts for it, so I agree with putting it under owners.
- xxi. Chair Datz: Ok, I'm going to add these notes and have you go back in and pull that together. And I want to make sure we add that piece about the owner setting expectations and establishing the relationships at the beginning of the work.
- xxii. Engineers: In light of this conversation, it might make sense to add a line or two to explain the "strong owner" concept. When it comes to making roles and responsibilities clear, the owner is more of a facilitator for that discussion for GCCM than for, let's say, design-build. I think we add that into the responsibility section.

*f. Section 3c: Contractor Team*

- i. General Contractors: This is where I had that comment on changing the GMP to the MACC. I had a question about using the word, "quality" in that first paragraph. Do we need more on that—what were we trying to convey?

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- ii. Construction Trades Labor: I think what we were trying to get was choices as to finishes, types of materials, warranties—at some point, quality—building lifespan, energy efficiency—it's part of this cost estimating, decision-making piece. I think having something touch on the less tangible things within that was the goal, but it could probably use some wordsmithing.
- iii. General Contractors: Is it really lifecycle analysis?
- iv. Construction Trades Labor: That's probably a better way of putting it, yes.
- v. Chair Datz: Janice flagged a sentence fragment in there. Was that meant to be a complete sentence?
- vi. Higher Ed: The sentence before is also not a complete sentence.
- vii. General Contractors: I think it's missing an "including."
- viii. Higher Ed: I'd even say "including but not limited to" because there are other constraints that the GCCM provides guidance on.
- ix. Construction Trades Labor: What I really wanted to get at was site-specific logistics, details, conditions, neighborhoods—part of the CM's role is to really find that sweet spot in execution, efficiency, and value, within those parameters that vary project to project.
- x. Chair Datz: That makes sense. Another comment from Janice was to use GCCM instead of CM.
- xi. General Contractors: If we're down to the bullets, I had a comment on those—and I think you hit on it earlier, but the point bears repeating. Maybe continue the second to last bullet with "and identify opportunities for S/DBE opportunities." I guess that raises another question about prequalification, so maybe it's better to leave it vague. You could use the prequalification process to drive toward more inclusion.
- xii. Architects: There is a subcontracting section, so would that be a better place to put that prequalification detail?
- xiii. General Contractors: Yes, and it's all in there. To Nick's point earlier, I think it doesn't hurt anything, the more we reference this.
- xiv. Chair Datz: That's a good add. I don't know if getting into the prequalification stuff might be confusing at this point.
- xv. General Contractors: Yes, I agree.
- xvi. Architects: How about instead of saying SD, DD, and CD, because not everyone uses those, we just say design milestones and make it more generic?
- xvii. Chair Datz: I like that.
- xviii. Higher Ed: The paragraph before the bullets uses "as a whole" a few times in the same sentence, so that sentence gets a little mushy on intent. And I'm not sure why we're putting "uncertainty" in quotes. Let's maybe make that sentence shorter and more to the point. Let's highlight that for later wordsmithing.
- xix. Ports: If you take out the "as a whole," I think it's a pretty good sentence.
- xx. Schools: In that first sentence in the paragraph, I'd remove "when done effectively," since we already say, "supporting effective decision-making." It sounds redundant.
- xxi. Construction Trades Labor: What does everybody think about "budget confidence"? The catchphrase "budget certainty" has been floating around in the last few years, but I'm curious if committee members have any thoughts on differentiating between the two.
- xxii. Schools: I prefer "budget confidence."
- xxiii. Chair Datz: There was one more comment in here about changing "self-performed" to "to be pursued."
- xxiv. Architects: "To be pursued as self-performed," yes.

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- xxv. Chair Datz: That works, because then it doesn't give the idea that it's heavy civil.
  - xxvi. Architects: The heavy civil question is a good one. I'm not very familiar with heavy civil, so are there any places within this chapter where it might need to be changed? Do we need another read of this from the heavy civil lens to make sure we're covering those unique conditions?
  - xxvii. General Contractors: I think it will show up in that third-party cost estimator paragraph. Validating self-performed work might be a good reason to include the third-party estimator. But Nick provides that perspective, so we're good there.
  - xxviii. Chair Datz: I think we have it. There's not too much different in how it's laid out for preconstruction. It's carving out those packages that are going to be negotiated. It still also needs to be approved by the owner.
  - xxix. Construction Trades Labor: I think the difference is they don't have to bid it.
  - xxx. Chair Datz: Right.
  - xxxi. Construction Trades Labor: That touch on owner involvement we discussed earlier is a good one here.
  - xxxii. Engineers: The scope and extent of temporary works has a greater impact on heavy civil.
  - xxxiii. Chair Datz: You're still going through that as part of preconstruction.
  - xxxiv. Engineering: I'm just thinking to tally the scope of temporary works against the GCCM estimate—that would fit within the discussion of the independent cost estimators.
  - xxxv. Chair Datz: I think that's good.
- g. Section 4: Schedule**
- i. General Contractors: In that first paragraph, I struggle with the second sentence. I feel like we should try to say the team is going to develop a comprehensive schedule, recognizing perhaps there are some loose schedules developed when either party isn't yet fully on board. The way it is right now seems kind of siloed.
  - ii. Chair Datz: That makes sense. We're trying to get at best practices, which is that everyone is together in a room talking about everything from the beginning, right?
  - iii. Architects: The first pause about the owner establishing the initial schedule is that there is some form of a high-level schedule done for the funding request, or what have you. Maybe we say something about working together to flesh it out and make it more real.
  - iv. General Contractors: I think you're spot on, so maybe we leave that first sentence, and the second sentence can be more along the lines of having the team hit all those same parts of scheduling that are already in there. "Once all team members are on board, together the team will develop the detailed design and construction schedule including permitting and project close out."
  - v. Architects: I'll just add that it's not atypical for our design team to put together a design schedule prior to GCCM selection, so there is some early scheduling that occurs without the intent of it being siloed. It's not like you can wait to do all the scheduling until all parties are on board. I do agree with the intent of this but want to be realistic.
  - vi. General Contractors: Maybe we can reflect that by saying "as team members are brought on board, the schedule will be further defined."
  - vii. Construction Trades Labor: I also agree with that sentiment. We could touch on the fact that until everyone is involved and has contributed to the schedule, it shouldn't be considered final.

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- viii. Chair Datz: We could also add a sentence saying this is another reason to bring GCCM on board early. I'll put a pin in this for now and let you wordsmith that.
- ix. Cities: I have a question that is slightly divergent from the topic of scheduling. There always seems to be a question about bidder conflicts. In a preconstruction environment, whether you have your designer consulting a supplier or another vendor, sometimes they will have them look at the design and come up with comments and suggestions, which therefore means they have some knowledge of the package before it goes out for bidding. Sometimes they may even create proprietary products that they may identify for a project, and it's not in anyone's best interest to disqualify based on that. So how do you walk the line in that grey area of not giving unfair advantage? Can we talk about a designer inadvertently disqualifying what may end up being the only subcontractor that would be able to perform specific work? I'm not sure where to put that—I'm obviously late to this group but wasn't sure where that discussion might reside.
- x. Chair Datz: Are you saying that design is being developed with propriety methods or equipment, and that precludes subcontractors?
- xi. Cities: An example of this is when we had a facility for which the GC asked some window suppliers to give ideas of what it should look like. These suppliers pulled together some details based on their product, at which point I realized they were creating a solution we might not be able to use, because we might have given them unfair advantage via this prior knowledge of the project. So, it's a case of subcontractors participating in design prior to the bid package going out, which could be argued as an unfair advantage.
- xii. General Contractors: What comes to mind is the example you've provided is happening because the GC brought them forward. But this is more of an industry thing—on a hard bid sometimes we see similar situations. I don't know if this is unique to GCCM.
- xiii. Cities: I agree, but I guess where it comes into play is that an owner would have the knowledge of who the designer is talking to, to get that expertise. In preconstruction services, the illusion there is that the GCCM is going to go out on their own and find that expertise. But does the owner have control over the designer just calling up someone they know and asking them for information—also giving them information in the process? I'm saying this with the perspective of a public owner, who would have to make that determination on whether unfair advantage was given to a sub-bidder.
- xiv. Chair Datz: In my mind, it comes down to saying you have to bid on what's in the documents. There isn't a lot of leeway there. The responsibility of the owner is ensuring there are comparable options. You want to minimize calling out sole-source options as much as possible. Again, I don't think that's unique to GCCM. I don't know if providing ideas to the GC ahead of the bid package going out necessarily constitutes unfair advantage, unless the documents call out only the product that that same subcontractor would provide.
- xv. Architects: I think adding something into the roles and responsibilities section about ensuring an open bidding environment, which isn't unique to GCCM but is part of the responsibilities to avoid giving unfair advantage to a particular vendor. I think that applies to the design team as well as the contractor team.
- xvi. DES: Lay it out there, then touch on it under relationships.

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- xvii. Chair Datz: That's a good one, having the owner be aware of who's providing input and what materials, equipment, or methods are being called out in the design that were in the contract/permit documents.
- xviii. General Contractors: Going back to your question of where this might go, there's a whole paragraph on having the owner review bid packages in the section on subcontracting, so maybe that's where this goes.
- xix. Chair Datz: That's a good place for it. But I think it's important to highlight in this section the importance of the owner being aware of what's going on with the design-build documents. But I do agree the higher level of detail can go into the section on subcontracting.
- xx. General Contractors: I agree with that.
- xxi. Architects: I'll agree it's a fine line. We often are talking to window vendors during the design phase to understand what's possible and what conditions we need to think about. We do get free input and draw system, but we open up the specs to different vendors. We don't want to preclude input from vendors and subcontractors because it can be valuable input but doing that in a way that doesn't give unfair advantage can be a fine line. It often works the opposite way, where they know too much and don't get the low bid.
- xxii. Engineers: I would suggest that the schedule section deserves a graphic of some sort. I'll share my screen to show an idea for this. We don't need to get into the numbers, but demonstrating the importance of early contractor engagement, in a qualitative, visual way would be valuable here.
- xxiii. Architects: Thanks, that is great input. I'll take a screenshot of this graphic.
- xxiv. Schools: Thanks for all this great work.

**4. Action Items and Next Steps:**

- i. Chair Datz will send out the meeting minutes from the January meeting with the minutes from today's meeting. [AI]
- ii. Chair Datz will check in with Keith to confirm we're ready to discuss the next chapter at next month's meeting. [AI]
- iii. Chair Datz will send Penny Koal the list of volunteers for the GCCM procurement chapter [AI], and Penny will start setting up those subgroup meetings. [AI]
- iv. Scott Middleton will start editing the earlier sections, including Nick and Sam on that work and anyone else who wants to volunteer to help with editing. [AI]
- v. Chair Datz will upload the edited document from today's meeting to the OneDrive folder and send folks a new link. [AI]

**5. Meeting adjourned at 2:30pm.**