

JOC Evaluation Committee Pre-read

August 25, 2021

To: Capital Projects Advisory Review Board Members
From: JOC Evaluation Committee
Subject: Pre-read for September's CPARB Meeting

Attached please find the items we would like to discuss during our JOC Evaluation Committee update during September's CPARB meeting. The items we would like to present are updates to the JOC Best Practices Guidelines, and recommendations on how to proceed with data collection with regards RCW 39.10.460, Job order procedure – Required information to the board.

The JOC Evaluation Committee has updated the draft of the JOC Best Practices Guidelines to reflect the changes to the RCW 39.10 put into effect in May of 2021. We are seeking approval from CPARB to begin using the Guidelines as a training tool.

We recommend that CPARB request DES to send a notice to the Public Agencies to submit their JOC Reports to DES for fiscal year 2020. We are also providing recommendation on how to proceed moving forward with JOC reporting based on the changes to RCW 39.10.460 that have gone into effect.

Please do not hesitate to reach out to Quinn or myself with any questions to the September meeting. We are prepared to address your questions and comments at any time.

Respectfully,

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Attachments (2)

JOC Evaluation Committee Reporting Recommendations

August 25, 2021

To: Capital Projects Advisory Review Board Members
From: JOC Evaluation Committee
Subject: JOC Data Collection and Reporting Recommendations

To date the JOC Evaluation Committee has analyzed and provided results of our analysis on the Job Order Contracting (JOC) Data from the Public Agencies compiled by DES for fiscal years 2008-2017. A report was supplied to the Capital Project Advisory Review Board (CPARB) in May of 2020. With the reauthorization of RCW 39.10; with specific changes to RCW 39.10.46 going into effect; the JOC Evaluation Committee would like to make the following recommendations to CPARB:

1. Recommends that CPARB request DES to assemble the data that they have collected for fiscal years 2018, 2019, and provide the data to the JOC Evaluation Committee. The DES will provide the data in the same format as they have in the prior years.
2. Recommends that CPARB request DES to update the current data collection form and send out a request to all Public Agencies to submit their JOC data on the DES supplied form for fiscal year 2020. The form to be updated and sent out by October 4, 2021. Reports from the Public Agencies to be submitted to the DES no later than November 30, 2021. DES will provide the data for fiscal year 2020 to the JOC Evaluation Committee in the same format as previous by February 18, 2022.
3. Recommends that CPARB request DES to provide an unlocked version of the JOC data collection form and post on the DES website as a best practice to allow for other Public Agencies as they see fit to maintain their JOC data moving forward.

The Committee respectfully request that the Board considers our recommendations.

Respectfully,

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JOB ORDER CONTRACTING (JOC)

BEST PRACTICES GUIDELINES

Executive Summary

This best practices guideline is intended to provide public owners and contractors information on overall methods and processes in procuring, awarding and managing a typical Job Order Contract (JOC) that have been successful for many Washington State public agencies.

Best Practices Guidelines:

The Job Order Contracting (JOC) Best Practices Guidelines focus on the JOC project delivery as regulated by Chapter 39.10 RCW, which is administered by the Capital Projects Advisory Review Board (CPARB) and applies to all public bodies in Washington State.

The CPARB has created a JOC Evaluation Committee. This committee is made up of key stakeholders within the public and private sector. The goal of the committee is to review data collected, look at best practices and make recommendations on JOC statute.

The guidelines have been developed by the Committee and are intended to fill the gap between Washington State's regulations and practices with the goal of enabling public agencies to effectively utilize JOC.

The guidelines are recommendations, not requirements. They do not propose modifications to the statute. There is a wide range of resources available for JOC delivery method, and some were used to develop this guideline.

The notes are an integral part of the Guidelines and provides additional content and information.

Topics to be Covered

- Definitions
- Introduction to JOC
- Benefits and Limitations of JOC
- State of Washington Specific
- Contract Procurement Process
 - RFP Development
 - Selection Process
 - Pre-Bid Conference
 - Evaluation Process of Proposals
 - Evaluation Process of Interviews
 - Evaluation Process of Coefficients
 - Evaluation Process of the UPB
 - Diverse Business Inclusion
- JOC Contract Execution
 - Work Order Process
 - Agency Notification of Work and Contractor Initial Response
 - Initial Site Visit and Scope Development
 - Proposal Preparation and Proposal Submission
 - Proposal Approval/Work Order Award Process
- Program Management of a JOC Contract
- Reporting
- Best Practices
- Bibliography

Topic Summary:

The topics outlined here logically follow a typical Washington State Public Owner's creation of a JOC Program, Request for Proposal (RFP) and the flow of a typical JOC Contract. The topics will discuss what a public owner needs to consider while developing the RFP to managing a JOC contract. The guideline also includes specific sections tailored to the contractor who has never done JOC work before. This is not meant to be all inclusive, however these guidelines will hit a majority of the frequently asked items, questions and lessons learned by public owners and contractors.

Definitions

- Indefinite Delivery Indefinite Quantity (IDIQ) - is a method of delivery of an indefinite quantity of specific supplies and services during a fixed period.
- Job Order Contract (JOC) - means a contract in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of work orders for public works as defined in RCW 39.04.010.
- Firm Fix Priced - means a price that is not subject to any adjustment based on the contractor's cost experience in performing the contract.

Slide Summary:

- The definitions are from section 39.10.210 of the RCW and represent a majority of the JOC specific terms.
- A majority of these definitions are universal across all users of JOC.

Definitions

- Unit Price Book (UPB) - means a book containing specific prices, based on generally accepted industry standards and information, where available, for various items of work to be performed by the job order contractor.
- City Cost Index (CCI) - is a percentage ratio of specific city's cost to the national average cost of the same item at a stated period of time.
- Coefficient - means the job order contractor's competitively bid numerical factor applied to the public body's prices as published in the unit price book.
- Non-priced items- means a specific line item not found in the Unit Price Book.

Slide Summary:

- There are several different unit price books (UPB) in the industry and some of those are: Gordian RS Means, Gordian Construction Task Catalog (CTC), Saylor, Sierra West's Cost Data and many other options depending on the public agencies preference. The most common ones being used in Washington State are Gordian RS Means, and Gordian Construction Task Catalog (CTC).
- The term "Coefficient" is also known as a multiplier or an adjustment factor. It is often thought to be a markup factor, but that is not the case. This numerical value is developed by the JOC Contractor and is multiplied by the UPB. This value could be below or above one (1) depending on the UPB the owner has selected.
- Depending on the selected UPB for the solicitation/contract will determine if there is a CCI. Not all UPB's have a CCI.
- The Non-priced item definition is from the Department of Enterprise Services 2019 Job Order Contract Manual. This is commonly known as Non-Pre-priced.

Definitions

- Work Order - means an order issued for a definite scope of work to be performed pursuant to a job order contract.
- Work Order Number - means a unique number assigned by the Public Agency associated with an individual Work Order.

Slide Summary:

The term “Work Order” may also be referred to as task order, delivery order or job order issued for a defined scope of work for a lump sum price, under the job order contract.

Introduction to JOC

- Developed by Army Corps of Engineers.
- Indefinite quantity, multi-year “on call” construction services contract.
- Individual small projects are assigned as Work Orders.
- Contractor is selected on best value under qualifications-based criteria.
- Collaborative and integrated process of project development.
- 2003 signed into Washington law.

Slide Summary

- Army Corps of Engineers developed the tool in 1980’s. The Corps found that they needed a procurement tool to allow them to complete smaller projects fast.
- Per the RCW the JOC contract is a base of two years and an option of a third year. This minimizes the administration and procurement process on individual projects, because you are only soliciting once every three years for a contract and the process to complete a project (work order) under the contract is a more efficient process.
- Typical criteria used in selecting the contractors include past performance, staffing, approach in handling a JOC Contract, quality and other criteria.
- JOC laws and implementation is not the same throughout the United States.
- With the JOC contract being a multi-year contract, it is a perfect platform for the owner and the contractor to develop a long-term relationship. It is imperative for the contractor to perform, because the owner does not have any responsibility in issuing additional Work Orders to the contractor if the contractor is not performing on the JOC contract.
- JOC is defined in sections 39.10.420 - .460 of the RCW.

Benefits and Limitations of JOC

Benefits

- Combines commitment, expertise and skills of agency and contractor.
- Reduces total time and cost for smaller projects.
- Could increase opportunities for diverse businesses.
- Lower contract administration cost.
- Reduced workload on in-house staff.
- Sharing of resources, scheduling, cost estimating and control.

Potential Limitations

- Single trade projects where little or no coordination is needed.
- Projects with little or no line items are in the unit price book.
- Procurement of larger specialty equipment purchases.
- Pass through contracts.
- Term and value of contract and individual Work Orders have limits.

Benefits:

- Incentive based – good performance by the JOC contractor yields more work; while poor work yields less. This requires the public agency and the contractor to be committed to a successful execution of the contract.
- Simplified procurement – able to procure a contractor to perform multiple projects under one contract. Where the individual projects are awarded using a more efficient and lower-level approval process.
- Provides an “on-call” contractor for projects.
- Transparent – a line-item proposal is supplied on every project.
- The contractor can act as an extension of the public agencies staff.
- Greatest benefit to utilizing JOC is the overall faster delivery of projects.
- According to the JOC Performance 2016 Industry Survey by ASU, public agencies attribute 52% cost savings of agency project management time.

Potential Limitations:

- Some agencies find that using the Small Works process for a single trade project is more beneficial than using JOC.
- JOC is not another quote for the work; furthermore, the JOC contractor is bound by a Unit Price Book (UPB); therefore, it is difficult to compare the two directly and should not be compared.
- Because the UPB is typically an industry standard it is difficult to procure specialty equipment with options. There are UPB's available that can be customized.
- The use of “best fit” line items is necessary when the public agency and the contractor are not in agreement on those line items.
- The UPB is limited and may not include certain line items.

Best Practice:

- It is important to note that success is based on a programmatic approach to the contract and not on a

project.

- What projects work and which ones do not depend on the individuals that are a part of the owner and contractor team.
- Align program volume with optimal number of contractor awards to maximize JOC efficiency (*what is your estimated utilization?*)
- Consider and define collaborative design process and early contractor involvement (remember the JOC contractor cannot be the engineer of record!)
- Agencies should consider what UPB to use based on anticipated type of work, and to address adding non pre-priced items commonly used to the UPB. This must also be included in the RFP document.
- When creating a JOC program, understand where pinch-points are for contractors and departments.
- Avoid unintended barriers for all parties (JOC administrator/team, contractor, JOC customer). Incorporate enough flexibility to coordinate with any contractor or agency. If agency utilizes proprietary systems, ensure equal access is available to any potential proposer.
- Work best suited for JOC is work that does not require full design, think of “over the counter” permit types of work.

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State of Washington Specific

- All Washington state public bodies are authorized to use JOC.
- Initial JOC term is two years, with an agency option of extending the contract for an additional year.
- No more than three JOC contracts in effect at one time.
 - DES exception: Six in effect at one time

Slide Summary:

The Capital Project Advisory Review Board (CPARB) oversees the use of alternative project delivery methods defined in Chapter 39.10 RCW and advises the legislature on policies related to public work delivery methods as defined by Section 39.10.420 – 39.460 of the RCW.

On this and the next slides are some of the more important specifics of the RCW. It is important the public agency and the JOC contractor understand the RCW. Funding sources, such as federal government, may have additional constraints.

State of Washington Specific

- At least 90% of work contained in a job order contract must be subcontracted to entities other than the job order contractor.
- Maximum Annual Contract amount is \$4,000,000.
 - Exceptions: DES, Counties > 1 million pop., Cities > 400,000 pop. maximum is \$6,000,000.
- Above excludes sales and use taxes.

Slide Summary:

- The public agency must have a method of tracking the 90% requirement to ensure the criteria is met. The job order contractor must distribute contracts as equitably as possible among qualified and available subcontractors including certified minority and woman-owned subcontractors to the extent permitted by law
- Annual means a 12-month period, not January through December
- Additional information on tracking and reporting is included in later slides.
- At this time, the only agencies that meet the maximum contract amount exception is DES, King County and City of Seattle.

State of Washington Specific - continued

- Unused capacity carries over for one year, *and*,
- Maximum annual volume can not exceed limit of two years.
- Prior to issuing 1st Work Order, Owner may approve, in consultation with OMWBE Office or the equivalent local agency, the Contractor's Diverse Business Inclusion Plan.
- Maximum amount per Work Order is \$500,000, excluding sales and use taxes.
- All Work Orders issued for same project treated as single Work Order for purposes of dollar limits.

Slide Summary:

- It is key to develop a tracking system at the work order level to track contract values, estimates due, estimates submitted, award, notice to proceed (NTP), and completion dates by contract year. There are software solutions available for this.
- This tracking system should be reviewed by the JOC Steering Committee, comprised of representatives from both the agency and contractor. This meeting will be discussed in more detail later in this guideline.
- The Diverse Business Inclusion Plan covers the entire JOC contract performance period and is not required at the Work Order level.
- It is important to note that OMWBE has developed an example Outreach and Contracting Plan that can be modified by the contractor for contract specific requirements. For more information and other best practices please go to the OMWBE website (omwbe.wa.gov).

State of Washington Specific - continued

- 80% of the dollar value of each Work Order must consist of items contained in the UPB.
- New stand-alone permanent structure shall not exceed 3,000 gross square feet.
- The JOC contractor shall publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper.

Slide Summary:

- In most cases non-pre priced has not been used a lot. If used, a best practice is to request that the contractor obtain three quotes to support the development of the non-pre priced line item. Some public agencies also request that the contractor submit a non-pre priced coefficient to be applied to those developed line items.
- As a part of contract compliance, it is a good idea that the Public Agency request a copy of the public notifications that the JOC contractor has published.

Best Practices:

- Published notification should be wide-spread and specific to the contract. This helps with generating interest from the local contractor communities.
- The JOC Contractor is encouraged to utilize other forms of media such as websites for business associations, OMWBE, etc. See list of resources on Appendix A.

State of Washington Specific - continued

The public body shall establish a committee, including a member with knowledge and experience in state and federal laws, rules, and best practices concerning public contracting for minority, women, and veteran-owned businesses and small businesses to evaluate the proposals.

Slide Summary:

- To meet the requirements of the RCW, you must include someone on the selection committee that has knowledge and experience with state and federal laws around best practices concerning OMWBE, Veteran and Small Business inclusion. This could be someone on staff at the agency, from a different agency, an outside party or third-party consultant.
- This will be further addressed in Appendix A.

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State of Washington Specific - continued

- The public body is encouraged to post the request for proposals for the Job Order Contract and the availability and location of the request for proposal documents in other areas, such as websites for business associations, the office of minority and women's business enterprises, and other locations and mediums that will further publicize the opportunities.

Slide Summary:

The public body is encouraged to utilize other forms of media such as websites for business associations, etc. See list of resources on Appendix A.

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State of Washington Specific - continued

- Architectural/Engineering (A/E) services cannot be procured under the JOC contract for services not associated with specific Work Orders.
- Any Work Order over \$350,000, excluding WSST, and including over 600 single trade hours shall utilize a State registered apprenticeship program for that single trade in accordance with RCW 39.04.320.

Slide Summary:

- JOC contractor may hire an A/E to perform design work specifically related to a Work Order. Other A/E services must be procured by the agency in accordance with RCW 39.80.040.
- The JOC contractor cannot be the Engineer of Record.
- Not all Washington state public agencies are required to meet the apprenticeship requirement. Refer to RCW 39.04.320 to confirm whether your public agency is included, and criteria required if unable to comply.

State of Washington Specific - continued

- Prevailing wage rates must be the rates in effect at the time the individual Work Order is issued.
- If the agency does not issue Work Orders totaling the minimum amount stated in the RFP, the contractor's remedy is payment of the difference between minimum Work Order amount and the actual total of the Work Orders issued multiplied by an appropriate percentage for overhead and profit contained in the contract award coefficient.

Slide Summary:

- Job order contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter [39.12](#) RCW. Prevailing wages for all work performed pursuant to each work order must be the rates in effect at the time the individual work order is issued.
- The agency must be confident when determining the minimum aggregate value of Work Orders they anticipate to award within the JOC contract when developing the RFP. If, in the initial contract term, the agency, at no fault of the JOC contractor, fails to issue the minimum aggregate value of work orders stated in the RFP, the agency shall pay the contractor an amount equal to the difference between the minimum work order aggregate value and the actual total of the work orders issued multiplied by an appropriate percentage for overhead and profit contained in the contract award coefficient for services as specified in the request for proposals. This is the contractor's sole remedy.

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Contract Procurement Process - RFP Development

- Understand the RCW's.
- Determine the evaluation criteria.
- Determine the scoring matrix and weighting.
- Determine the Unit Price Book (UPB) to be used.
- Understand Divisions 00- and 01-line items.
- What, if any, sections of the UPB will be excluded.
- What is included in the Coefficient.
- Determine the coefficients that need to be priced.
- Estimate the annual volume of JOC work orders anticipated.

Slide Summary:

- It is important that the public agency understands the RCW and will have the volume of work to support a JOC Program. The RCW's specific to JOC are RCW 39.10.420 – 39.10.460.
- The public agency also needs to determine the criteria on which they will be evaluating the contractors. Some of the typical evaluation criteria are; management concept; professional personnel ability; location of firm; current projects of the firm; recent, current and projected workload of the firm; references; reference projects; safety program; diverse business outreach and goals.
- It is critical to understand and put into the solicitation what UPB will be used. There are UPBs that can be customized specifically for a public agency. It is necessary that the public agency understand the UPB that was selected, and to determine what section of the book that will be excluded. Typical sections of the UPB that are excluded are: construction management fees, models; renderings; contingencies; allowances; job conditions; sales and use taxes; personnel; Insurance, office expenses; mark ups; overhead; performance bonds.
- It is also critical to understand and put into the solicitation which elements shall be included in the coefficient as necessary to establish a firm fixed price on work orders. Typical items in the coefficient are; overhead, profit, management administration costs; insurance, direct costs; performance bonds.
- The more sections of the UPB you remove from being used the more your coefficient will be increased to account for those items.
- It is important to mention that depending on how you define these requirements will also limit the contractors who will be bidding. One of the most common comments is: "How can I become a JOC contractor if I can't win a contract because I am not a JOC contractor."
- There are 3rd party firms available to help support public agencies in developing, implementing, and administering JOC program.

- The public agency JOC contract management staff should develop a procedures manual, to include roles and responsibilities, and the process to administer JOC from inception to closeout. This includes training the staff on how to use the contract.
- Very common to state 1 work order of \$350,000 - \$500,000 worth as a minimum amount.
- Owners should think strategically about how often and when they would use a JOC, it is not the best tool for only one small project.

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Contract Procurement Process - RFP Development

- Establish Annual Contract volume
- General scope of work that will be completed on the contract
- Selection Schedule
- Selection Criteria
- Minimum Qualifications
- Milestone Schedule w/Target Dates
- Submittal Requirements
- Bonds and Insurance
- Project Management Software
- Estimating Software
- Diverse Business Inclusion Requirements
- Cost estimating and methodology

Slide Summary:

- RCW 39.10.430 contains the minimum RFP content, evaluation and contractor selection requirements.
- Align the total JOC program volume with the optimal number of contractor awards to maximum JOC efficiency (what is your estimated utilization?) *start with 1 contract and re-evaluate after 6 months.*
- Establish clear guidelines for contractor selection or assignment if multiple contractors are awarded.
- See Exhibits to this Guidelines Document for examples of public agency RFP's and JOC contract documents.
- Consider the timeline for the RFP process, including publication, evaluation, selection and award.

Best Practices:

- The RFP should be written to allow any general contractor with experience managing various trades/subcontractors and strong local market knowledge to qualify.
- Public works experience should be preferred, but not required (except mandatory L & I training).
- Estimating and Methodology: Ask the proposers to describe what cost-estimating, tracking systems and techniques their team will employ to deliver the Work Orders on time and within budget.
- Request that the firm describes how they will respond to agency questions regarding Work Order proposal costs.
- Scheduling Work Order Construction Approach: Require that the firm provides their construction scheduling approach. At a minimum, address the following: How will they assure and be responsive to agency scheduling needs; and how will they address risk-laden timelines or unrealistic agency schedule expectations.
- The public agency should consider specifying number and size of pages; double-sided, page size; bound or not bound; presented in order of evaluation criteria listed; number of originals to be submitted; if electronic copies are acceptable.

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Contract Procurement Process - Selection Process

- Request for Proposal issued
- Pre-Bid Conference
- Evaluation based upon qualifications, and other factors (exclusive of price)
- Establish a committee/panel to review proposals and conduct interviews
- Proposals scored and firms ranked
- One or more interviewed
- Interviews scored and firms ranked
- Shortlisted firms submit final proposals, with price
- Final proposals scored
- Firm with highest total score awarded contract

Slide Summary:

- Typically, the JOC procurement is made up of three elements and those elements are: Technical, Interview, and Coefficient. Some public agencies will have each element be a separate phase where they have an opportunity to short list firms through each phase and sometimes the process will be two phases where the interview and coefficient are completed during the same phase.
- The RCW requires that a public agency establish a committee/panel of stakeholders with particular attention to one of the members have experience with business inclusion. To meet the requirements of the RCW, you must include someone on the selection committee that has knowledge and experience with state and federal laws around best practices concerning OMWBE, Veteran and Small Business inclusion. This could be someone on staff at the agency, from a different agency, an outside party or third-party consultant.
- For those agencies that do not have a DEI staff we recommend the following:
 - Contact OMWBE for recommendations on a representative from the diverse business community to be part of JOC evaluation process.
 - Consider, maintaining relationships with professional organizations or diverse business advocacy groups that can assist in such times such as: <https://omwbe.wa.gov/resources-small-businesses/more-resources/resource-partners>
- Typically, three qualified firms are selected from the technical phase to go on to the interview and two to three qualified firms submit coefficients. This is not a written rule – it is up to the individual public agency to determine how many qualified firms move to the next phase.
- The selection process requires the agency to be transparent and objective. It is important to allow adequate time to conduct the process including the review and scoring of the finalist's interview and coefficient(s).
- Final proposals are publicly opened.

- It is important to have as part of the solicitation, the scoring criteria to include weighting. It is typical that a mathematical formula is used to determine the final score. That formula also needs to be included in the solicitation.
- Typical solicitation period for Contractor's to submit qualifications is 3-4 weeks, sometimes longer.

Best Practices:

- It is recommended to have a balanced selection panel of different stakeholders that will be working with and using the contract. Panelists should have the knowledge and experience to evaluate responses to the solicitation.
- Develop a score card for the reviewers to use to score contractors proposals and interviews.
- Develop an Excel spreadsheet to calculate all results from the individual score cards.
- Remember as you proceed through the process that all responses to the RFP, all evaluator's comments, scorecards and final calculated results will be public records and subject to public disclosure upon request. Records that are organized will assist with this process.
- The public agency should consider publishing advanced notice of intent to solicit bids for JOC to give diverse businesses additional time to consider participating in the solicitation.
- Owners could run a couple of scenarios ahead of advertisement to identify and make corrections to the weighting of the criteria to address any unfair scoring scenarios. (e.g. coefficient and pricing scored in a way that allows the contract to go to the lowest bidder.)

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Contract Procurement Process - Pre-Bid Conference

Agency Specific

- Review key terms of the JOC Contract.
- Discuss the steps to develop a Work Order.
- Explain expectations for preparing a price proposal.
- Explain Coefficient, what is and is not included.
- A sample price proposal exercise.
- Sufficient time for questions and answers.

Contractor Specific

- Volume through the contract.
- Types of work.
- Typical users of the contract.
- Understanding the expectations of the public agency.
- Have a diverse business inclusion approach.

Slide Summary:

- It is important to have a Pre-bid Conference. This conference is the best time for the public agency to explain the contract and JOC process in detail.
- Some public agencies will make the Pre-bid Conference mandatory.

Agency:

- Pre-bid participants should include agency's project management team including the project manager, contracting expert, safety representative, staff responsible for diverse business inclusion and Inclusion Plan and administration of same, and contract sponsor or executive. Also include the contracted 3rd party JOC program administrator, if applicable.
- Share the steps the agency will take to develop work that might go through the JOC and expectations on how the agency will engage the JOC and approve work orders. (e.g. reviews, design, work order proposal contents, etc.) Anything that will help the JOC understand the level of effort and team members they will want assigned to support.
- Present the known work anticipated to be awarded and typical to your agency; type of work and locations.
- Share all specific safety requirements and restrictions per location; such as background checks, badging, or federal regulations for access.
- Discuss the Unit Price Book to be used, excluded items and language pertaining to specific added items if applicable.
- Discuss diverse business inclusion, past performance expectations, etc.
- Develop a process for contractors to submit questions during the bid window.
- Discuss the interview process and any agency specific items that the Contractor should know when interacting with your agency.

Contractor:

- It is important to fully read and understand the solicitation documents prior to the pre-bid conference. This allows for adequate time to ask questions and request answers prior to the deadline for submitting questions.
- It is important to understand the volume that is anticipated for the contract. This will help when assessing staffing and other general conditions items that are a part of the coefficient being applied to the UPB.
- Understanding the types of work will help the contractor understand the types of projects to illustrate past performance. It is also important to understand that from a coefficient standpoint. Not all sections of the individual UPB's costs associated with certain types of work will vary.
- Like all solicitations it is always important to know who might be your competition.

Best Practices:

- If the pre-bid conference is mandatory, include emphasis on this in the RFP. It is recommended that you schedule at least 2 pre-bid conferences to accommodate contractor's schedules. Also include in the RFP what action the agency will take if a proposal is received by a firm that did not attend the pre-bid conference, such as disqualification.

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Contract Procurement Process - Evaluation Process for the Proposal

Agency Specific

- Evaluate and score the Proposals based on criteria in RFP.
- Shortlist, if appropriate.
- Conduct Interviews.
- Request Final Proposals, Including Cost.
- Score Final Proposals.
- Firm with Highest Score is Awarded the Contract.

Contractor Specific

- Proposal align identically to the RFP.
- Completely understand the solicitation.
- Describe each criterion.

Slide Summary:

- The evaluation and scoring of proposals process is extremely important. Create a fair and equitable method of scoring the proposals at each phase.
- The scoring of criteria must align identically to the items listed in the RFP.

Agency:

- To minimize subjective scoring, consider using qualitative scoring for each criteria. Example: 90% - 100% (Exceptional), 70% - 89% (Good), 40% - 60% (Acceptable), 20% - 39% (Marginal), 0% - 19% (Poor).
- Don't rush it! Provide enough time for the evaluators to thoroughly review the proposals and provide scores.
- Its key to follow your bidding documents. If you don't know the exact steps "reserve your rights" in the documents.

Contractor:

- It is important that the contractor's proposal aligns identically to the solicitation. This not only helps the contractor in verifying they have responded adequately to the solicitation, but it helps the public agency score the solicitation.
- Be succinct in your response. Use tables and graphics to help support your proposal.
- Pictures can be worth a 1,000 words.
- If you are asked to provide sample projects or contracts, describe why you chose each and how they are relevant. It is not always obvious what similar in scope and size means.

Best Practices:

- Identify interview process and questions early (weighted vs non weighted questions).
- Qualifying questions can be asked about specific proposals, however, ensure this is identified as an agency option early in the process so that all proposers are aware this may occur.
- The interview process should also be detailed and may require its own milestone schedule.

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Contract Procurement Process - Evaluation Process for the Proposal

Example of Scoring

- Ability and qualification of professional personnel - 25 Points
- Contractor's past performance on Similar Contracts - 25 Points
- Ability to meet time and budget requirements - 25 Points
- References Showing Prior Experience - 10 Points
- Construction Estimating and Scheduling Experience - 10 Points
- Recent, Current and Projected Workload - 5 Points
- Concept of Proposal - 5 Points
- Demonstrated Bonding Capacity of \$4,000,000 Pass/Fail
- Accident Prevention Plan Pass/Fail

Slide Summary:

This is one example of evaluation criteria weights for evaluating the qualifications of the bidder prior to requesting final cost proposals. This example is provided by the Department of Enterprise Services.

Agency:

- The public agency shall determine the number of points for each criterion and total amount best suited to them.
- One approach is to use a qualitative assessment scoring method: (90-100% Exceptional, 70-89% Good, etc.)
- Another methodology to scoring - would be ranked scoring/determine weights of question (what questions are more important? - worth more)
- In evaluating the ability of the proposer to perform the job order contract, the public agency may consider: The ability of the professional personnel who will work on the job order contract; past performance on similar contracts; ability to meet time and budget requirements; past performance on approved subcontractor inclusion plans; ability to provide a performance and payment bond for the job order contract; recent, current, and projected workloads of the proposer; location; and the concept of the proposal.

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Contract Procurement Process - Evaluation Process for the Interview

Agency Specific

- Develop a list of questions.
- Inform the interviewers what your expectations are and the topics to be covered.
- Interview scoring criteria.
- Have a panel for the interview

Contractor Specific

- Select the team to be at the interview.
- Determine what is needed to present.
- What can be added to support the interview.
- Practice.

Slide Summary:

- Typically, at this stage the top three firms have been selected to present. This selection is based on the scoring of the technical proposals.
- Interviews are typically broken up into three parts. The parts are as follows: panelist introduction; contractor presentation; question and answers. Some public agencies will add an example project for the JOC team to “propose” on and present. It is thought that Work Order pricing is the most difficult for owner teams to fully appreciate so it may be helpful to see how JOC teams assess work, use the UPB and put cost together. This should align with their approach to the Work.

Agency:

- Prepare questions for each contractor to clarify their proposal and fill in the “gaps” identified by the evaluation team.
- Include an allotted amount of time in your interview invitation for each of the parts mentioned above.
- Questions could also include general questions that all contractors would be asked.
- It is recommended that the public agency does not publish the interview questions in the RFP. This would make it difficult to change and add to.
- Request that the contractor team consist of their Project Manager, on-site Superintendent, contract administration, safety, and other experts related to the work, such as environmental compliance.
- Pose questions of the JOC Contractor that can be responded to regardless of previous JOC experience.

Contractor:

- This is the time to illustrate your teams understanding of the solicitation and that you have a cohesive team.
- It will be important to determine your strategy on presenting. Is a formal slide presentation needed or is there a better way to present the material.
- Understand your audience. This will be key in determining your presenting strategies.

- Make sure that you have responded to the public agency's questions.
- It is always a good idea for the interview team to practice presenting the presentation before interview.
- Be sure to understand from the Agency ahead of time what type of presentation materials are allowed during the interview.

Best Practice:

- It is also recommended that the JOC team talks through their Inclusion Plan and discusses how they intend to meet their inclusion goals proposed.

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Contract Procurement Process - Evaluation Process for the Interview

Example of Scoring

- Ability and qualification of professional personnel - 30 Points
- Contractor's past performance on similar projects - 30 Points
- Ability to meet time and budget requirements - 20 Points
- Recent, current and projected workload of firm - 10 Points
- Price Related Factor - 10 Points

Slide Summary:

- The example of items and points are provided by the Department of Enterprise Services and are relevant to the interview process only. The results of the interview scoring could or could not be added to the RFP qualification scores. This is an agency decision.
- The public agency may determine the number of points for each criterion and total amount best suited to them.

Contract Procurement Process - Evaluation Process for the Coefficient

Example of Scoring

- Composite Coefficient Formula

Std/Non-std Coefficient	1 Std/Non-std Multiplier	2 Bid Coefficient	3 Calculated Adjusted Coef
Standard	.75	A	.75A
Non-standard	.25	B	.25B
			.75A+.25B

- Adjustment of Phase II Points to include Coefficient Interview Points/Adjusted Coefficient
- Highest adjusted point total is the successful firm

Slide Summary:

- The example of items and points are provided by the Department of Enterprise Services and are relevant to the interview process only. The results of the interview scoring could or could not be added to the RFP qualification scores. This is an agency decision.
- The public agency may determine the calculation and the different coefficients needed suited to them.

Contract Procurement Process - Evaluation Process of the Coefficient

Agency Specific

- Explain the rating criteria.
- Determine how many coefficients will be priced.
- State if the book will change annually or if the book will remain the same.
- If applicable, state if CCI will be updated annually or when issued by the UPB vendor.
- Clearly identify what items are to be included or allowed in the coefficient.

Contractor Specific

- Understand what will and won't be included in the coefficient.
- Understand what sections of the UPB will be excluded.
- Understand what UPB has been selected for the contract.
- Understand subcontractor market conditions in the area.
- Understand the types of work that will be completed on this contract.

Slide Summary:

- Typically, the firms that have been selected to present are also asked to supply coefficient(s). Usually, the coefficient(s) are submitted at the same time as the interview or at a date and time as determined by the agency. Occasionally a public agency will score the presentation and then request the highest ranked firms from the interview phase to supply coefficients at a date and time as determined by the agency.
- Depending on the agency the typical requested coefficients are: standard hours; non-standard hours; non-pre-priced. Some agencies may include coefficients for working in high secured facilities, remote locations, or other agency specific requirements.
- It is important to reiterate here that the coefficient is not a "mark up" of costs. The coefficient is an adjustment that is applied to the UPB.

Agency:

- Ensure that staff is well trained in the use of the Unit Price Book and Coefficients. There are companies available to provide the training.

Contractor:

- It is important for the contractor to understand all the items that are required to be a part of the coefficient to ensure nothing is missed.
- For those contractors who have little to no experience in developing a coefficient a best practice is to take projects that have been completed and develop a line-item estimate using the UPB. Once the line-item estimate is completed compare the cost of the completed vs the price from the UPB. It is also important to analyze major divisions of work as well, because some sections of the different UPBs pay differently in some divisions than others.

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Contract Procurement Process - Evaluation Process of the Coefficient

Example of Scoring

Composite Coefficient = Coefficient₁ x Weighted Multiplier₁ + Coefficient₂ x Weighted Multiplier₂...

Percent above lowest composite coefficient = [(Proposed composite coefficient - Lowest composite coefficient) / Lowest composite coefficient] x 100

Lowest Composite 100 points

Composite coefficient within 10% of low conforming value 80 points

Composite coefficient within 20% of low conforming value 60 points

Composite coefficient within 40% of low conforming value 40 points

Composite coefficient within 60% of low conforming value 20 points

Other 0 points

Total 100 Points

Slide Summary:

This is one example of calculating the coefficient. Additional examples can be found in the documents listed in the Bibliography.

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Contract Procurement Process - Evaluation Process of the UPB

- Types of UPB
- How the UPB Works
- What is included in a line item
- Win some lose some

Types of UPB:

There are several different unit price books (UPB) in the industry and some of those are: Gordian RS Means, Gordian Construction Task Catalog (CTC), Saylor, Sierra West's Cost Data and other options depending on the public agencies preference. The most common ones being used in the State are Gordian RS Means, and Gordian Construction Task Catalog (CTC).

How the UPB Works:

- Standardized format and descriptions.
- Line items are broken down by Construction Specifications Institute (CSI) division.
- Depending on the selected UPB, demolition activities may be included specifically with each line item, captured generally at the beginning of each CSI division or missing altogether.

What is included in a line item:

- Line items are typically a summation of materials, labor and equipment costs associated with the description of the line item.
- Line items are unit/quantity based.
- The labor cost associated with the line items reflect productivity based on actual working conditions.
- The equipment cost associated with the line items reflect not only rental but also operating costs for the equipment under normal conditions.

Win some lose some:

- There are line items in any UPB that represent a unit price in some cases more or less than actual cost of the work.
- Typically, the lower the quantity, the cost to deliver the task is higher.
- Depending on the UPB used, not all line items include everything it takes to install a piece of equipment.

Best Practice:

- Contact local public agencies utilizing JOC for examples of work order price proposals developed using the

UPB to better understand how the UPB is used.

- There are also third-party companies that can provide training.

Contract Procurement Process Diverse Business Participation

Agency Specific

- Be clear in the goals for the contract.
- Include the contractor's Inclusion Plan in the evaluation criteria.
- Specify the reporting and the format required.
- Prioritize efforts to solicit proposals from certified minority or certified woman-owned contractors.

Contractor Specific

- Understand the goals of the contract.
- Understand how the percentage of participation is calculated.
- Plan extensive outreach.
- Tracking system to track outreach and subcontractor qualifications.

Slide Summary:

- A JOC program may increase the opportunity to utilize minority, women and disadvantaged businesses. RCW 39.10.430 amended in 2021 to include prioritizing outreach efforts to include minority and woman-owned contractors.
- For purposes of this discussion "inclusion" refers to the strategies used by both the agency and the JOC contractor to facilitate the use of diverse businesses.
- Inclusion starts, as discussed, with the selection and contracting process. Past performance on projects of similar scope and size should give an indication of success on a new contract.
- Goals don't have to be dollars or percentages. Goals and inclusion strategies could be things like new businesses, technical assistance and capacity building, the number of diverse businesses (e.g., not just the same diverse finish carpenter on every work order but several in different categories).
- Also note subcontracting processes in general. How are teams selecting or engaging subcontractors during scoping and proposal development. Perhaps there are goals or expectations around inclusive business practices. Pieces like "quick pay" practices.
- The CPARB Business Equity/Diverse Business Inclusion Committee has developed best practices on this topic.

Agency:

- OMWBE website has a specific section with regards to best practices to increase participation by small and diverse businesses in public agency procurement.
- Partner with the contractor to attend regional outreach events: such as the Greater Pierce County Purchasing Forum, WSDOT Outreach, and Alliance Northwest.
- Advertise the JOC bid solicitation on <https://omwbe.wa.gov>.
- Other resources for outreach: Business Impact NW, King County Small Contractors and Suppliers, WSDOT Small Business Services Program, USDOT Small Business Program, The Procurement Technical

Assistance Center. In addition, the Capital Project Advisory Review Board (CPARB) Business Equity/Diverse Business Inclusion Committee can assist with outreach efforts for both the agency and contractor. Other resources are on the following slides.

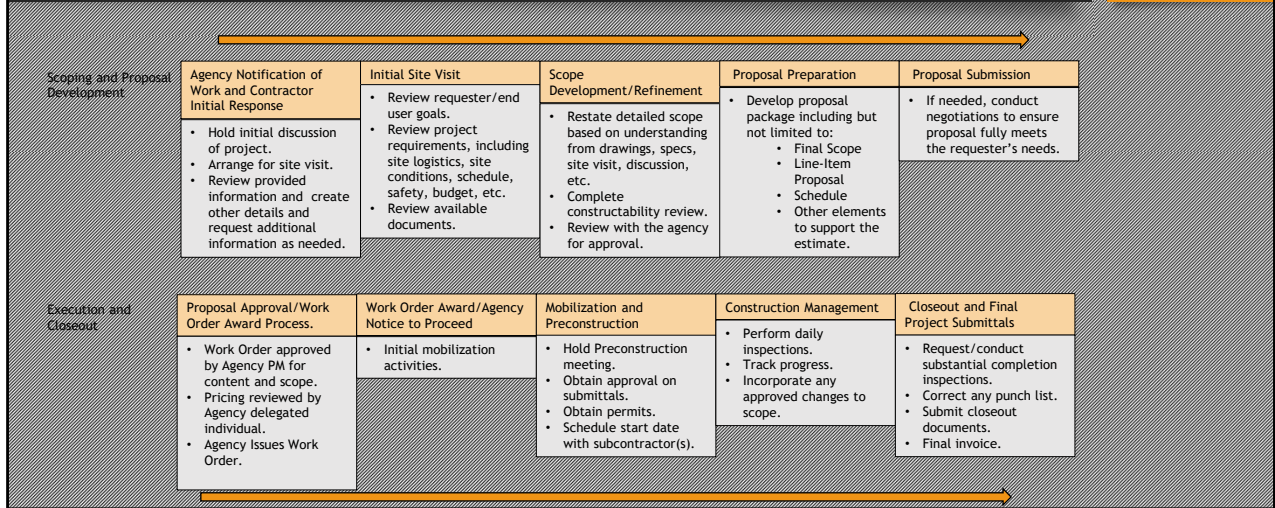
- Monitor the contractor's subcontracted inclusion results regularly to review participation percentage and partner to increase if necessary.
- If the agency has goals stated, ensure that the contractor has authentic and real inclusion strategies. Don't force the conversation but agree to a thoughtful and intentional plan.

Contractor:

- A large list of qualified and dependable firms are important to the success of the JOC contractor.
- Outreach events are an important part in finding new firms.
- It is important to work with the public agency Diversity, Equity and Inclusion representative, or similar position.
- It is also important to document the efforts in outreach and contacting diverse business firms to bid the different projects under the JOC contract.
- The JOC contractor shall publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in every county in which the public works projects are anticipated. Additional publications are encouraged to ensure a wide outreach to potential subcontractors, including diverse businesses. Refer to Appendix A for additional resources.
- Attempt to remove barriers for diverse businesses such as limiting subcontractor bonding and insurance requirements as much as possible.

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JOC Work Order Process



Slide Summary:

- RCW 39.10.450 contains the requirements for JOC Work Orders.
- The best JOC contract will have a streamlined Work Order process that everyone has agreed to.
- This is the typical process of a work order from start to finish. You will see that the biggest difference in this contracting method versus another is the scope development and pricing phases.
- The most important part of the process is a detailed scope of work that everyone agrees to. This scope not only demonstrates the team's understanding of the project but is also the basis of the line-item estimate. The more detail the easier it is to validate the line-item estimate.
- Unit prices from the UPB can not be negotiated. Negotiations can include refining the scope of work, and the line items and quantities to complete the scope of work.

Best Practices:

- Agency develops a group that will determine what projects will be issued to the contractor.
- Hold a pre-construction meeting to kick off the contract.
- Set up a JOC steering committee to meet at a minimum of quarterly to discuss process, workload, diverse business participation, issues and any other notable topics.
- Both the agency and contractor should have a JOC champion for the contract and these two will be joint chairs of the steering committee meeting.
- Encourage the contractor to conduct value engineering and recommend changes to the scope of work that gains efficiency and provides potential cost savings.

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Agency Notification of Work and Contractor Initial Response

- Hold Initial Discussions regarding the Work Order
- Arrange Site Visit
- Review and develop items for the JOC Contractor
 - Overall statement of work
 - Objectives
 - Desired start date
 - Substantial completion date
 - Constraints
 - Specific design requirements (dimensions, quantities, materials, etc.)

Slide Summary:

Work order request to execution process best practices.

Best Practices:

- Have a “flow” and process decided ahead of time.
- Know how and what the agency will prepare to request the JOC contractor to look at a project and price.
- Know who the stakeholders and end users are and how they will be involved in the process.
- Have a Rough Order of Magnitude (ROM) as to what you think a project costs before getting the JOC involved.
- Performance criteria, level of design needed for permit, coordination on the owner side (e.g., will the work require you to shut down areas, etc.).

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Agency Notification of Work and Contractor Initial Response

- Review and develop items for the JOC Contractor
 - Tax implications - subject to Rule 170 or 171?
 - Safety concerns, requirements
 - Security logistics - background checks or badges required
 - Parking and laydown areas
 - Impacts - noise, air, etc.
 - Permits obtained and/or required, who pays?
 - Submittal items required
 - Materials purchased by agency

Slide Summary:

Agency's considerations before requesting pricing from the JOC contractor.

Best Practices:

- Agency's need to have a clear internal process on how they "develop" projects before requesting the JOC contractor to price.
- It is potentially challenging when you use the JOC for funding request development, project managers, designers, etc.

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JOC Work Order - Initial Site Visit and Scope Development

Initial Site Visit

- Review requester/end user goals.
- Review project requirements, including site logistics, site conditions, schedule, safety, budget, etc.
- Review available documents.
- Discuss deadlines for scope refinement, review and proposal submission.

Scope Development

- Restate detailed scope based on understanding from drawings, specs, site visit, discussion, etc.
- Complete constructability review.
- Review with the agency for approval.
- Key is to agree on scope prior to starting the line-item proposal.

Slide Summary:

- This slide details out some of the specific activities that may and should be covered at an initial site visit.
- It is important at the initial site visit to walk through the different elements of the work and be prepared that this may take more than one walk; especially if you are dealing with a project that is not defined at this stage.
- It is imperative that the JOC contractor collaborates in the development of the detailed scope of work for the project. This may take time depending on the detail of the project and the numbers of questions that are developed and need to be answered by the public agency.

Agency:

- Bring any documents, specifications and as-builts that will help the team to understand the existing conditions; for example, electrical panels to be used to connect to, location of water, sewer and other utilities to be tied into.
- If a designer is a part of the project, it would be a good idea to have the designer at the site visit with the contractor.
- Invite the key stakeholders to the site visit. This will help with scope development and or refinement.
- Make the contractor aware of any particular makes and models of equipment that the end user wants to be used on the project. This is a good time to make the contractor aware if there is any schedule and budget constraints for the project.

Contractor:

- It is important that the contractor develops a scope of work and add any other details necessary regardless of what is received from the agency. This shows the contractors understanding of the project and, also allows the contractor to get buy in from the key stakeholders before pricing.
- It is important to think through the project in detail. This helps with minimizing change orders. In JOC contracting, change orders are not always in the interest of the JOC contractor. This is typically due to the

UPB and the subcontractor prices.

- It is always a good idea to get input from subcontractors on the scope of work.
- This is the contractor's opportunity, based on the scope of work, to utilize diverse business subcontractors and vendors.

Best Practices:

- The key to a well ran project is a detailed scope of work; where all key stakeholders have reviewed and approved the scope.

JOC Work Order - Proposal Preparation

- Contractor prepares Work Order Proposal which includes:
 - Technical Scope of Work
 - Priced Item List based on the UPB number, quantity, unit price, and coefficient
 - Non-Priced Item List with item name, type of material, type of work, quantity, unit price for labor hours, as applicable
 - Permits and other fees listed separately
 - Estimated start date and duration to complete work
 - Long lead items for materials
 - Assumptions
 - Exclusions
- Owner prepares independent Cost Estimate based on UPB and Coefficient

Slide Summary:

- In all intent and purpose the ownership of these steps are on the JOC contractor.
- This is where the JOC contractor takes the scope of work and begins to develop his line-item proposal, schedule and other supporting documents together.
- The more detail and specificity the contractor has in the scope of work, the easier it is to develop and review the line items proposal.

Agency:

- Remember your established work order flow and roles and responsibilities of your team members.

Contractor:

- The estimating phase is the most time consuming and underestimated process. This is largely due to developing a detailed price proposal and adding the specific items to the proposal to allow for a thorough review.
- When developing your line-item price proposal you will find that there are assumptions that need to be made regardless of how good it is believed the scope is. Make sure you are documenting those assumptions, so you can come back to them. This is commonly where there is a difference between the contractor's proposal and the public agency's independent estimate.
- Your price proposal needs be able to stand alone and give the public agency what they need to understand your line-item proposal and your understanding of the project. The better you do this the quicker the agency can review the proposal.

Best Practices:

- The scope of work is aligned with the proposal and the proposal is filtered in the same break down as the scope of work.
- Add detail notes to include how you got to the quantities on your line-item proposal.
- When budgets are tight it is always a good idea to develop option items.

- Use software designed for JOC Contracting and integration of the UPB data.

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JOC Work Order - Proposal Submission

- Public agency reviews proposal for completeness.
- Review is based on reviewing and agreeing with the line items and quantities.
- Parties compare price proposals, make any adjustments and reach agreement.
- Work Order is prepared and signed by Contractor and Agency.

Slide Summary:

During this phase, the public agency reviews the contractor's proposal for completeness. Verify budget availability, to ensure that there is adequate uncommitted funds within the current contract year, and that the work order total is below maximum allowed.

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JOC Work Order- Proposal Approval/Work Order Award Process

- Work Order approved by agency authorized representative for content and scope.
- Pricing reviewed by agency delegated individual.
- Agency issues Work Order.
- Agency issues Notice to Proceed

Slide Summary:

- The public agency has the ownership of this step.
- It is important that a well thought out process is developed to streamline the process. This is the agency's opportunity to shorten the time in awarding a work order over other procurement methods.

Agency:

- The Work Order approval process should be designed by the agency to fit the specific authorization levels and management structure and included in the procedure manual.

Best Practices:

- To streamline the award and approval process a Work Order Form has been developed by the DES to act as the pricing and award document for each Work Order. This minimizes that amount of additional paperwork. This is just one example and there are other tools available to support this process.
- Another best practice is to determine the lowest level of signature authority as possible on approving and signing work orders.
- A preconstruction meeting will provide an opportunity for stakeholders to finalize schedule and discuss JOC contractor's diverse business inclusion plan for this Work Order.
- Include applicable prevailing wage rates in your Notice of Award or Notice to Proceed for each work order.

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Program Management of a JOC Contract

The JOC Contract is a Program and requires
Program Level Management

Slide Summary:

- It is important to remember that the JOC contract is a program, therefore it requires program level meetings and management and not just work order specific meetings. The program level meeting allows for streamlining the JOC Process, conflict resolution, priority management and subcontracting, diverse business inclusion, and roles and responsibilities discussions.

Program Management of a JOC Contract

Agency Perspective

- Contractor should be part of agency's team and brought in early during the design and concept phase
- Let the JOC contractor help your agency team with value engineering, better solutions, design and concepts where appropriate.
- Agency PM/CM assigned at each Work Order
- Agency Representative should understand the UPB
- Provide on-site supervision
- Understand the Contract and enforce provisions
- Provide recommendations for subcontractors when requested by contractor
- Conduct weekly meetings to review status of one, or all, open Work Orders
- Monitor contractor's diverse business utilization and outreach efforts

Contractor Perspective

- Schedule and hold quarterly steering committee meeting with key stakeholders of the JOC Program.
- Develop a tracking sheet or an agenda with the key stakeholders for the steering committee meeting.
- Understand the agency's process and procedures
- Proactively and openly discuss concerns and processes
- Schedule project specific meetings to discuss projects specifics.
- Continuity with staffing on projects are key.

Slide Summary:

- It is a best practice for effective and well run JOC contracts when the agency and contractor can collaborate and work through problems in a positive manor. The key is when both sides "trust" each other.
- It makes sense to have a set agenda developed for a steering committee meeting and one for a work order meeting. This ensures that everyone stays on task and what to expect.

Agency:

- Again, understand your expectations and make intentional program management decisions. Perhaps your contracting teams can support the overall program and multi-year contract management, while your project delivery personnel are focused on the individual work orders.

Contractor:

- The JOC contractor works with the agency to develop an agenda for the steering committee and work order meeting. Most times the agenda for a work order meeting is the same one used for other projects.
- Develop a spreadsheet to track the individual work order by contract year, contract amount and diverse business utilization at the minimum. Work with the agency to determine other items that need to be added.
- To be able to maximize the contract it takes being proactive, being open to discuss concerns and providing a quality project on time.

Best Practices:

- Develop a steering committee with a senior management team of the agency and the contractor. This meeting is typically conducted quarterly, however some agency's hold them more frequently or less depending on the need.
- Agency should provide notification of upcoming work to JOC to allow time for diverse business outreach efforts.

- When there is conflict on how the JOC process is working or not, it has been found to be valuable to bring the project management staff together from both organizations to determine ways to make the process more efficient. This meeting should be run by senior management from the public agency and the contractor.
- There are software solutions such as B2G Now and LPC Tracker that the public agency could utilize to validate contractor's diverse business inclusion tracking.

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Closeout of the Work Order and JOC Contract

- Timely closeout of each Work Order is important.
- Complete documentation of the final cost, schedule and scope of work
- Subcontractor utilization, including subcontractor name, diverse business classification, amount paid.
- Intents and Affidavits for JOC contractor and all subcontractors.
- Aggregate all individual Work Order data for full JOC contract closeout file.

Slide Summary:

- It is very important to manage and record all documentation related to each individual Work Order as each one is finalized.
- Documentation should include the final work order proposal, scope of work and schedule; the diverse business outreach and utilization, JOC contractor and all subcontractor Intent to Pay Prevailing Wages and Affidavit of Wages Paid.
- Warranties and Operation and Maintenance Manuals
- Record the final amount of the Work Order and amounts paid to each subcontractor.
- The percentages subcontracted and self-performed. Remember – 90% of each Work Order must be performed by subcontractors.
- Consolidate all individual Work Order data into reports for JOC contract closeout.

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Reporting Per RCW 39.10.460

Each public body shall maintain and make available the following information for each job order contract:

- A list of work orders issued
- The cost of each work order
- A list of subcontractors hired under each work order, including whether those subcontractors were certified small, minority, women, or veteran-owned businesses; and
- A copy of Intent and Affidavits for each work order

Slide Summary:

- Data collection is an important function to show transparency of the JOC Contract..

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Best Practices Highlights

- Have a JOC Champion on the agency side and the contractor side.
- The State of Washington requires that 90% of the work on a work order to be completed by subcontractors, so this is a great way to increase opportunities for diverse businesses.
- Have a balanced selection panel of different stakeholders that will be working with and using the contract.

Slide Summary:

- The next four slides summarize the best practices that have been found uniformly across the stakeholders who were a part of the development of these guidelines. It is important to note that the committee, and current agencies are available to ask questions of.
- A JOC Champion is an internal subject matter expert and typically a senior member of your staff that advocates for the JOC program and identifies any needed adjustments to the JOC Procedures Manual to ensure success.

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Best Practices Highlights

- Develop a score card for the reviewers to use to score contractors proposal and interviews.
- Develop an Excel document to calculate all results from the individual score cards.
- Agency develops a group that will determine what Work Orders will be issued to the contractor.
- Hold a pre-construction meeting to kick off the contract, and each Work Order.
- Setup a JOC steering committee to meet at a minimum of quarterly to discuss process, workload, diverse business participation, issues and any other notable topics.

Best Practices Highlights

- Both the agency and contractor should have a JOC Champion for the contract and these two will be joint chairs of the steering committee meeting.
- The key to a well ran project is a detailed scope of work; where all key stakeholders have reviewed and approved the scope.
- The scope of work is aligned with the proposal and the proposal is filtered in the same break down as the scope of work.
- Add detail notes to include how you get to the quantities on your line-item proposal.
- Agency annual review of contract and incorporate any needed updates identified.

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Best Practices Highlights

- When budgets are tight it is always a good idea to develop option items.
- Use software designed for JOC Contracting and integration of the UPB data.
- Streamline the award and approval process.
- Determine as low a level of signature authority as possible on approving and signing work orders.

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JOC Committee

Linda Shilley (Chair) - Pierce Transit
Quinn Dolan (Vice Chair) - Centennial
Randy Horn - Gordian
Aleanna Kondelis - Akana
Anna Daeuble - University of Washington
Amanda Lanier - Sound Transit
Maja Huff - Washington State University
Brent LeVander - Centennial
Eric Lindstrom - FORMA Construction
Gina Owens - City of Seattle
Brian Thomas - Department of Enterprise Services.

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Gordian, "Best Practices for a successful Job Order Contracting (JOC) Program"

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JOC Performance 2016 Industry Survey by ASU

Slide Summary:

- Above are references that were used in the development of this guideline.
- As a part of the guidelines you will find sample JOC Solicitations, Contracts, and other documents around JOC.

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Slide Summary:

- Above are references that were used in the development of this guideline.
- As a part of the guidelines you will find sample JOC Solicitations, Contracts, and other documents around JOC.

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APPENDIX A

Diverse Business Outreach Distribution List

Places to Advertise Opportunities

- Procurement Technical Assistance Center (PTAC)
<https://washingtonptac.org>
- Office of Minority and Women Business Enterprise - www.omwbe.wa.gov
- WEBS - pre-webs-vendor.des.wa.gov
- Daily Journal of Commerce - legals@djc.com
- Builders Exchange of Washington - bxwa.com
- Tabor 100 - tabor100.org

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APPENDIX A

Diverse Business Outreach Distribution List

Subject Matter Expertise

- Pacific Communications Consultants - www.pccus.com
- Shiantarelli & Associates
- Platinum Group LLC
- Henry Yates and Associates

Slide Summary:

The above list of firms provides professional networking and support to diverse businesses. This list is not all inclusive and not intended to promote any specific firm.

Many of these SMEs are hired to support general contractors in staffing and subcontracting projects. They know and assist dozens of diverse businesses in the construction arena. Call them if you need to staff a job or make connections between primes and subs. They are also great resources to staff selection committees and are familiar with inclusion plans.

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APPENDIX A

Diverse Business Outreach Distribution List

Diverse Business Support

- Office of Minority and Women Business Enterprises - www.omwbe.wa.org
- SNAP Women's Business Center - <https://www.snapwa.org/womens-business-center>
- Minority Business Development Agency - mbda.org
- National Association of Minority Contractors - admin@namcwa.com
- El Centro de la Raza - www.elcentrodelaraza.org
- Inland Northwest Business Alliance - www.inbachamber.org
- Greater Seattle Business Association - www.thegsba.org
- US Dot Small Business Transportation Resource Center - www.economicalliances.org/sbtrc
- Two Rivers - <https://www.tworiverscdc.org/services>

Slide Summary:

The list provides resources and communication lines with diverse business that are ready to receive work. Most support services include loans, bonding, business planning, etc. and will have a list of businesses that may be ready for construction opportunities. JOCs may want to have a relationship with these types of support entities.

DRAFT

APPENDIX A

Diverse Business Outreach Distribution List

Professional Organizations

- Tabor 100 - www.tabor100.org
- PTAC Washington - www.washingtonptac.org
- Urban League - www.urbanleague.org
- Entrepreneurial Institute of Washington - <https://eiwashington.org>
- National Association of Minority Contractors (WA) - admin@namcwa.com
- El Centro de la Raza - www.elcentrodelaraza.org
- Inland Northwest Business Alliance (INBA) - www.inbachamber.org
- Greater Seattle Business Association - www.thegsba.org
- US DOT Small Business Association /Economic Alliance of Snohomish County - www.economicalliancesc.org/sbtrc

Slide Summary:

This list includes typically nationally supported networks that focus not just on networking but training, growth, legislation, leadership, advocacy, etc. The membership rosters have solid lists of diverse businesses that are ready and able to bid work.

DRAFT

APPENDIX A

Diverse Business Outreach Distribution List

Professional Organizations

- Women's Business Enterprise Council, Pacific - <https://www.wbec-pacific.org>
- Northwest Mountain Minority Supplier Development Council - <https://nwmsdc.org>
- AHANA - <https://ahana-meba.org>
- Tacoma Urban League - <https://thetacomaurbanleague.org>
- Black Collective - <https://theblackcollective.org/economic-development-1>
- (Veterans) Bunker Labs - <https://bunkerlabs.org/seattle>
- (UW) Veteran's Incubator Better Entrepreneurship (VIBE) - <https://www.Tacoma.uw.edu/veterans-incubator-better-entrepreneurship/about/>
- King County Latino Chamber of Commerce - <https://seattlelatino.org/king-county>
- Small Business <https://wsbdc.org/yakima>
- Kittitas County Chamber of Commerce

Slide Summary:

This list includes typically nationally supported networks that focus not just on networking but training, growth, legislation, leadership, advocacy, etc. The membership rosters have solid lists of diverse businesses that are ready and able to bid work.

DRAFT

APPENDIX B Additional Documents

City of Seattle, JOC Program Forms
City of Seattle, 2020/2021 “JOC User Training Handout”
Department of Enterprise Services, 2019, “Job Order Contract Manual”, RFP
Gordian, JOC Consulting Services RFP

Slide Summary:

This section you will find sample JOC Solicitations, Contracts, and other documents around JOC.

JOC Work Order (WO) Number Request

PW#2020-015A	WO# Assigned by PC.
---------------------	----------------------------

Instructions: Complete this form to receive a Work Order Number (WO #) prior to contacting the JOC Contractor. Complete this form and email the WORD file to: FAS_JOC_Admin@seattle.gov. Attachments should be sent as a single PDF file. File names should begin with your department abbreviation: (CEN, FAS, SCL, SDOT, SPU), followed by “_JOC-WO-Request-”, followed by a concise description, then document type (form, attachment). NO spaces allowed in file name, Example:

- [CEN_JOC-WO-Request-Armory-Ext-Paint-form.docm](#) • [CEN_JOC-WO-Request-Armory-Ext-Paint-attachments.pdf](#)

Per RCW 39.10.450, each work order shall be treated as a separate contract. This Work Order Request form and attachments, the JOC master contract and referenced standards are considered part of the contract. References to the JOC master contract are provided in **blue text** throughout the form. Please review the specific sections for more information.

Please note, **the JOC Contractor is not the Engineer of Record**. Each Work Order must have the necessary plans and specifications to accomplish the Work. A detailed Scope of Work, technical specifications (as applicable) and drawings (as applicable) developed to 90-100% (**4.1.C**); existing information (surveys and reports) and all required attachments for the project must be included to receive a WO #. FAS Purchasing and Contracting (PC) reserves the right to request additional information and documentation necessary to complete the Work (**4.1.A**).

For any questions regarding JOC, please send an e-mail to FAS_JOC_Admin@seattle.gov or contact Norm Glover 206-684-8231 or Gina Owens 206-684-7251 directly.

GENERAL INFORMATION	
Department:	Click or tap here to enter text.
Project Manager:	Click or tap here to enter text.
Project Manager Phone #:	Click or tap here to enter text.
Project Manager E-mail:	Click or tap here to enter text.
Ordinance No.	Include Ordinance No(s). (authorization to pursue the project, eg. CIP ordinance.)
*Funding Source	Indicate Funding Source: specific budget, bond, levy etc. <i>*Note: Federal, CDBG, EPA funding not allowed for JOC.</i>
JOC PROJECT INFORMATION	
Project Name:	Click or tap here to enter text.
Project Location:	Click or tap here to enter text.
Project Summary:	Click or tap here to enter text.
Initial Engineers \$ Estimate: <6 months old	\$ Click or tap here to enter text. JOC Work Order limit is \$500,000 w/potential change orders (tax excluded).
<input type="checkbox"/> This project is tax exempt per: indicate tax exemption rule or reason, e.g. *Rule 171 or EV Charging Stations <i>*Rule 171: For work performed in such cases, the Contractor shall include Washington State retail sales and/or use tax in the various Bid item prices per WAC 458-20-171.</i>	

90-100% SUMMARY OF WORK/SCOPE OF WORK DESCRIPTION (5.3):

Include technical details of the scope of work, restoration expectations and performance parameters necessary to describe the Work (in lieu of CSI 01 11 00 Summary of Work or APWA 1-04) DO NOT attach a separate SOW document!

Additional Clarifications:	Describe any clarifications to the summary/scope of work (such as assumptions/exclusions) or subcontractor experience requirements here. Or mark as N/A
Alternate(s):	If applicable, describe alternate(s) in detail or mark as N/A.
Additive(s):	If applicable, describe additive(s) in detail or mark as N/A.
Deductive(s):	If applicable, describe deductive(s) in detail or mark as N/A.

Owner Furnished (OF) - Contractor Installed (CI) or Owner Installed (OI) Elements:

<input type="checkbox"/> OFCI:	• If applicable, describe Owner Furnished-Contractor Installed Items (OFCI) or mark as N/A.
<input type="checkbox"/> OFOI:	• If applicable, describe any Owner Furnished-Owner Installed Items (OFOI) or mark as N/A.

Existing Conditions:

Identify any unforeseen conditions, scope gaps or risk assessments. Existing conditions information used as basis for design (e.g. soil logs, current survey, O&M records, as-builts or record drawings, utility locations) should be listed and attached. (see Work Order Attachments checklist, last page of this form.)

SUPERINTENDENT TIME (2.1.D.4.)

- This work order requires part-time (indicate # of hours) of ON-SITE Superintendent supervision. – or –
 This work order requires FULL TIME ON-SITE Superintendent supervision.

PERMITS (4.1.E.): list all applicable permits here or list N/A

Owner Furnished Permits:	Status:	Notes:
Permit Type/Permit #	Select Status.	Additional Permit Info here.
Permit Type/Permit #	Select Status.	Additional Permit Info here.
Permit Type/Permit #	Select Status.	Additional Permit Info here.
Contractor Obtained Permits:	Notes:	
Permit Type	Add additional permit information here.	
Permit Type	Add additional permit information here.	
Permit Type	Add additional permit information here.	

ADA CONSIDERATIONS (4.1.I. & 4.2.E) See attachments section for acceptable documentation types.

ADA Review: - or - N/A – NO ADA Elements (PC concurrence required)

ADA Conformance Reviewer:	COS Dept. Conformance Reviewer	Conformance reviewer e-mail/phone
----------------------------------	--------------------------------	-----------------------------------

Describe specific ADA elements or requirements in this project or N/A. If N/A must include confirmation from PC.

SUBMITTALS (4.1.M) See attachments section for list of required submittals.

Resident Engineer:	Submittal reviewer name.	Submittal Reviewer email/phone
Other (Title/Role):	Submittal reviewer name.	Submittal Reviewer email/phone
Other (title/Role):	Submittal reviewer name.	Submittal Reviewer email/phone

SCHEDULE (6.2):				
<input type="checkbox"/> Long Lead Items	<ul style="list-style-type: none"> List and describe long lead items or mark N/A. 			
<input type="checkbox"/> Working Days -or- <input type="checkbox"/> Calendar Days	Substantial Completion: Enter date or # of days		Physical Completion: Enter date or # of days	
Phasing Req./ Scheduling/ Holiday Impacts:	Describe phasing requirements, holiday impacts or any other potential scheduling requirements or impacts. <i>Holidays for the City of Seattle are defined pursuant to SMC 4.20.190 and RCW 1.16.050 and listed in the JOC Master Contract (Section 1 Definition: Holidays).</i>			
Liquidated Damages (4.2.G):	<input type="checkbox"/> N/A or Click or tap here to enter text.			
CONSTRUCTION MANAGEMENT (Section 6)				
Waste Management (6.6):	<input type="checkbox"/> Proposed waste disposal facilities submittal required for approval prior to disposing of materials. Include additional information or expectations or mark as N/A if not applicable.			
Stormwater/Erosion Control (3.13.K, 6.7):	<input type="checkbox"/> As described in COS Standard Specs Section 1-07.16(2) (See Section 8-04) <input type="checkbox"/> Stormwater Consent Decree applies Include additional information or expectations or mark as N/A if not applicable.			
Material Laydown/ Staging Area Identified: (6.11.A)	Describe material laydown, staging or storage areas and indicate on drawings.			
Temporary Facilities: (6.11.B)	Describe expectations for restrooms, water and power access.			
3rd Party Inspector(s) (6.12):	Identify 3 rd party inspectors; describe testing and inspection expectations or mark as N/A.			
NOTIFICATIONS RELATIVE TO CONTRACTOR ACTIVITIES/SITE RESTRICTIONS (6.17)				
Notifications to Contractor Activities/ Site Logistics:	Describe contractor coordination expectations with Owner, other construction projects, potential impacts to surrounding area and other logistical information.			
Site Specific Security Requirements:	Describe security requirements for construction site access, keys and badging.			
Hours of Work/ Special Shift Requirements:	Indicate authorized hours of work or special shift requirements.			
Site Access & Restrictions (6.17.I):	Describe site access or restrictions.			

WORK ORDER ATTACHMENTS (check all that apply and include it with your work order request package):

- Engineer's Estimate (4.1.D)** (include detailed cost estimate, RS means preferred, but not required.)
- City of Seattle Standard Specifications** (technical only – Division 1 defer to JOC master contract, PW#2020-015A, and this Work Order request form.)
 - List specific applicable technical specifications from the COS Standard Specifications, current edition, and attach.
- CSI specifications are attached** (technical only – Division 0/1 information refer to JOC master contract, PW#2020-015A, and this Work Order request form.)
 - List specific applicable CSI technical specifications relevant to this project and attach (PDF format).
- Drawings**
 - List all design and technical drawings relevant to this project and attach (PDF format).
- Existing Conditions Information**
 - List all applicable reports and surveys here (PDF format).
- Owner Furnished Permits**
 - List all Owner furnished permits here and attach.
- Rights of Access and Temporary Easements (4.1.H)**
 - List all Rights of Access and Temporary Easements and attach.
- Work Order Submittal List (4.1.M)**

REQUIRED DOCUMENTS FOR PROCURMENT CONTRACT (check all that apply and include with form):

- ADA Review Documentation (eg. SDOT Deviation Request Form (formerly MEF – Maximum Extent Feasible), Department Circulation Sheet, SDCI Building Permit Review, e-mail from PC ADA Reviewer etc.) - required
- SEPA Determination (Exemption or DNS) - required
- Department Circulation (or DotMaps printout for metro area projects) - required
- Seattle City Light Non-Disclosure Agreement (NDA), if applicable
- Interdepartmental Memorandum of Understanding or Agreement (MOU/MOA), if applicable

NEXT STEPS: UPON RECEIVING A WO #

- 1) The JOC contractor will contact the Department PM within 24-48 hours of receiving the approved WO# Request package (5.3.B).
- 2) Visit the site with the JOC, within 10 working days, or as mutually agreed upon with the Engineer or Owner. (4.1.K, 5.3.B)
- 3) Review pricing and schedule (respond to JOC within 10 working days) (5.3.B)
- 4) Fill out the Work Order - Request to Award form, attach all Work Order documentation (4.2.D) send to PC.

JOC – Submittal List (4.1.M)

PW#2020-015A/WO#: 20-

WO Name:

Pre-Construction/Early Submittals	
1.	Submittal Control Document
2.	Waste Management Plan
3.	Construction Stormwater and Erosion Control Plan (CSEC)
4.	Tree Vegetation and Soil Protection Plan (TVSPP)
5.	Spill Plan (SP)
6.	Approved traffic control plan
7.	(COVID) Health & Safety Plan
8.	
9.	
10.	
Material/Construction Submittals	
11.	
12.	
13.	
14.	
15.	
Close-Out Submittals	
16.	As-Builts
17.	O&M Manual
18.	Warranties
19.	
20.	

JOC - Request for Information (RFI)

RFI #:
Date Submitted:

PW#2020-015A/WO#: 20- WO Name:

Owner Information		JOC Contractor Information	
Department:		Contractor:	
Dept. Contact:		Contact:	
Phone/E-mail:		Phone/Email:	
Address:		Address:	
Dept. Project ID:			

Request for Information by: Owner Contractor Other:

Response Due by: _____

Drawing/Specification Reference:

Architectural Landscape Architecture Structural Mechanical Electrical Civil Other:

Cost Impacts		Schedule Impacts	
<input type="checkbox"/> Yes	<input type="checkbox"/> Increase	<input type="checkbox"/> Yes	<input type="checkbox"/> Increase
<input type="checkbox"/> Potential	<input type="checkbox"/> Decrease	<input type="checkbox"/> Potential	<input type="checkbox"/> Decrease
<input type="checkbox"/> No	\$ enter amount _____	<input type="checkbox"/> No	# of days _____

Request/Clarification Needed:

Response:

NOTE: This is not an authorization to proceed with work involving additional cost and/or time. Notification must be given in accordance with the Work Order Documents if any response causes any change to the Work Order Sum or Schedule.

Copies: PM JOC Architect/Engineer architect/engineer firm Other: other

JOC – Change Order Proposal (COP)

COP #:

Date Submitted:

PW#2020-015A/WO#: 20- **WO Name:**

Owner Information		JOC Contractor Information	
Department:		Contractor:	
Dept. Contact:		Contact:	
Phone/E-mail:		Phone/Email:	
Address:		Address:	
Dept. Project ID:			

Change Order Proposal Requested by: Owner Contractor

Name & Title: _____ **Signature:** _____

Please submit an itemized proposal for changes in the Contract Sum and/or Contract Time for the proposed change(s) as described below and/or detailed in the attachments. Submit Proposal within ten (10) calendar days of receipt or notify the Department Contract in writing of when Proposal will be submitted. **This is NOT a Change Order. Do not consider this Proposal as an instruction to either execute the proposed change or to stop work in progress.**

Drawing/Specification Reference:

- Architectural Landscape Architecture Structural Mechanical Electrical Civil Other:

Change Order Proposal Description:	
<p style="text-align: center;">Work Order Cost Impact</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Increase \$ enter amount</p> <p><input type="checkbox"/> No <input type="checkbox"/> Decease _____</p>	<p style="text-align: center;">Work Order Schedule Impact</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Increase # of days</p> <p><input type="checkbox"/> No <input type="checkbox"/> Decease _____</p>

The Owner authorizes the JOC Contractor to proceed with the changes proposed above. Billing cannot be honored for this change until issuance of a formal Change Order.

Owner's (Department) Project Manager: _____ Signature _____ Date _____

Owner's (Department) _____ Signature _____ Date _____

Signature by the JOC Contractor indicates the contractor's agreement with the proposed changes to the Work Order. Prior to issuance of a Change Order, the contractor agrees to provide detailed information to substantiate the actual changes in the Work Order Sum and Work Order Time.

Contractor's Authorized Representative: _____ Signature _____ Date _____

Copies: PM JOC Architect/Engineer architect/engineer firm Other: other File

JOC – Change Order Form

CO #:
Date Submitted:

PW#2020-015A/WO#: 20- **WO Name:**

Owner Information		JOC Contractor Information	
Department:		Contractor:	
Dept. Contact:		Contact:	
Phone/E-mail:		Phone/Email:	
Address:		Address:	
Dept. Project ID:			

Description of Change(s):

The work covered by this Change Order shall be performed under the same terms and conditions as those included in the Original Work Order.

COP#	Cost		COP#	Cost
1			7	
2			8	
3			9	
4			10	
5			11	
6			12	
	Original WO Amount w/o tax	Change Order Amount	Previous Change Order Amount	WO Total after Change Order
Amount		-		
10.1		-		
Total		-		



Total Cost Impacts		Schedule Impacts	
<input type="checkbox"/> Yes	<input type="checkbox"/> Increase	<input type="checkbox"/> Yes	<input type="checkbox"/> Increase
<input type="checkbox"/> No	<input type="checkbox"/> Decrease	<input type="checkbox"/> No	<input type="checkbox"/> Decrease
\$ enter amount		# of days	

The payments and /or additional time specified and agreed to in this Order include every claim by the Contractor for any extra payment or extension of time with respect to the work described herein, including delays to the overall project.

Copies: PM JOC Architect/Engineer architect/engineer firm Other: other

JOC Work Order (WO) - Request to Award

PW#2020-015A	WO#: Insert WO #
---------------------	-------------------------

Instructions: Complete this Request to Award form and combine with applicable attachments (see checklist below) and e-mail as a single PDF file to FAS_JOC_Admin@seattle.gov. File name should begin with your WO number "20-1XX", followed by "_Request-to-Award.pdf"

PROJECT INFORMATION			
Project Name	Click or tap here to enter text.		
Department	Click or tap here to enter text	Project Manager:	Click or tap here to enter text.

AWARD INFORMATION	
Work Order Amount \$	Click or tap here to enter text.
Tax \$ (Insert tax rate%)	Click or tap here to enter text.
Total Work Order Amount \$	Click or tap here to enter text.

I have reviewed the information for this Work Order, have agreed to the price and scope of work and certify that sufficient funds have been appropriated to cover the full cost and expense of completing this project and I am requesting PC to execute this Work Order.

_____ Signature of Authorized Department Representative

_____ Date

_____ Click or tap here to enter text. _____
 Printed Name

The final work order package (contract) include the following documents:

Work Order Award Package Checklist (Attachments) – Required Documents for this work order:

- Work Order Summary Form (Contractor)
- Proposal Narrative (Contractor)
- Original RS Means Line Item Estimate (Contractor)
- Project (CPM) Schedule (Contractor)
- The Work Order Number Package approved and submitted on: [Click or tap to enter a date.](#)
- The following scoping documents have been added or revised:
 - List any documents, specifications, plans that have been added or revised since the WO Request was submitted.
- Approved Proposal Inclusion Plan (PC will include in the final package to the JOC Contractor)

Next Step: Execution and Notice to Proceed

PC will review the Work Order Package. If the Package is complete, PC will execute the Work Order, upload to [04 WORK ORDER-AWARDS](#) folder and notify the department and the JOC Contractor. Department will then issue Notice to Proceed.

Note: PC reserves the right to request additional information in preparing the Work Order Proposal.



JOC-Monthly Pay Application Cover Page

This form is to be used by a department’s accounts payable personnel as a cover page to request payment approval by Finance and Administrative Services Purchasing and Contracting division (PC). *Missing documentation or information may delay approval of this payment request.*

- Attach the signed Progress Estimate by the Department and Prime Contractor
- Attach a signed Prevailing Wage Certification Form (even if there are no subcontractors who performed Work during this period).

PROJECT INFORMATION	
Department	
Project Name	
PW#2020-015A/WO#	
Progress Estimate #	
Pay Period	
Total this estimate	

Electronically submit all documents to:

- Susan Kaltenbach, susan.kaltenbach@seattle.gov
- Evanne Vaivades at evanne.vaivades@seattle.gov
- Judy Keefe at judy.keefe@seattle.gov
- Gina Owens at gina.owens@seattle.gov

If you have questions, please contact Susan at 206-684-3081.

Job Order Contracting 2020

Finance and Administrative Services
Purchasing and Contracting

Norm Glover
Sr. Construction Contracts Specialist
206-684-8231

Gina Owens
Construction Contracts Specialist
206-684-7251

Join us at our new Microsoft Teams Site: [FAS JOC Users GRP](#)
[FAS JOC Admin@Seattle.gov](mailto:FAS_JOC_Admin@Seattle.gov)



JOC TEAMS - FAS_JOC_USER_GRP

The screenshot shows the Microsoft Teams interface. On the left sidebar, the 'Teams' section is expanded, showing a list of teams. The team 'FAS_JOC_Users_GRP' is highlighted in yellow. The main area shows the 'General' channel of this team, with a welcome message and a search bar at the top. A red double-headed arrow points from the search bar in this screenshot to the search bar in the right-hand screenshot.

The screenshot shows a search results page in Microsoft Teams. The search bar contains the text 'FAS_JOC'. The results show a list of items: 'FAS_JOC_Users_GRP' (a team) and 'FAS_JOC-WO-Request-SJC-ADA-Mods-form.docm' (a document). Below the results is a 'Join a team with a code' section, which includes an 'Enter code' input field and a 'Got a code to join a team? Enter it above.' message. To the right of this section is a card for 'SCL_ProjectManagementImpr...' with 216 members and a public setting.



Job Order Contracting (JOC)

- What is JOC?
- Benefits of JOC
- Projects & Scopes Suitable for JOC
- JOC Limits & Exclusions
- Unit Price Book - RS Means
- JOC Program Processes
- JOC Standard Forms
- Owner's Responsibilities (PC)
- Owner's Responsibilities (Capital Departments)
- JOC Contractor's Responsibilities
- FORMA JOC Team
- Q&A



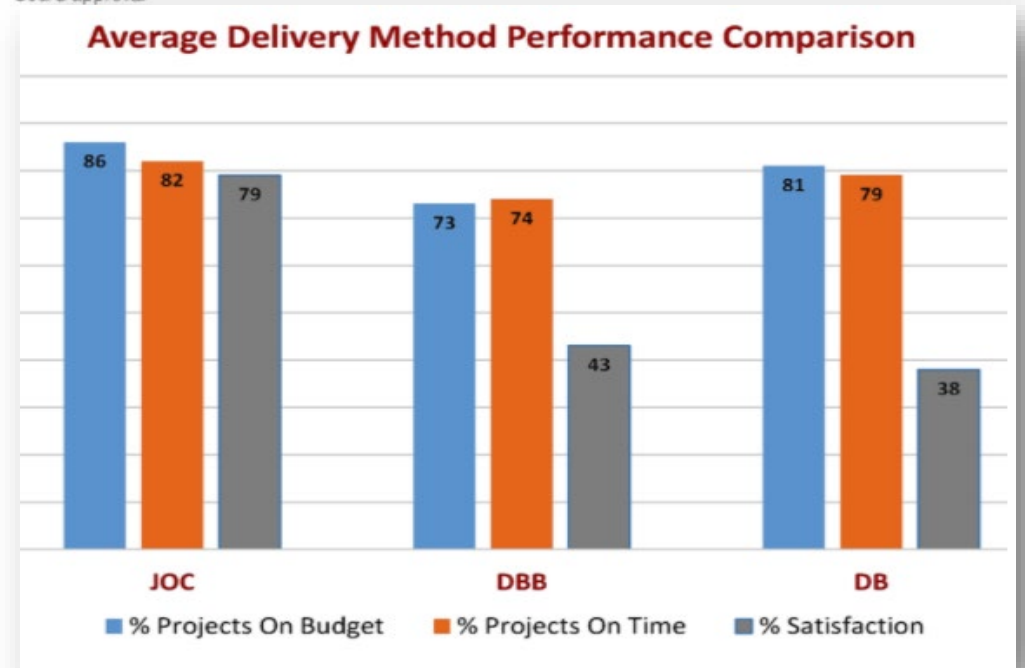
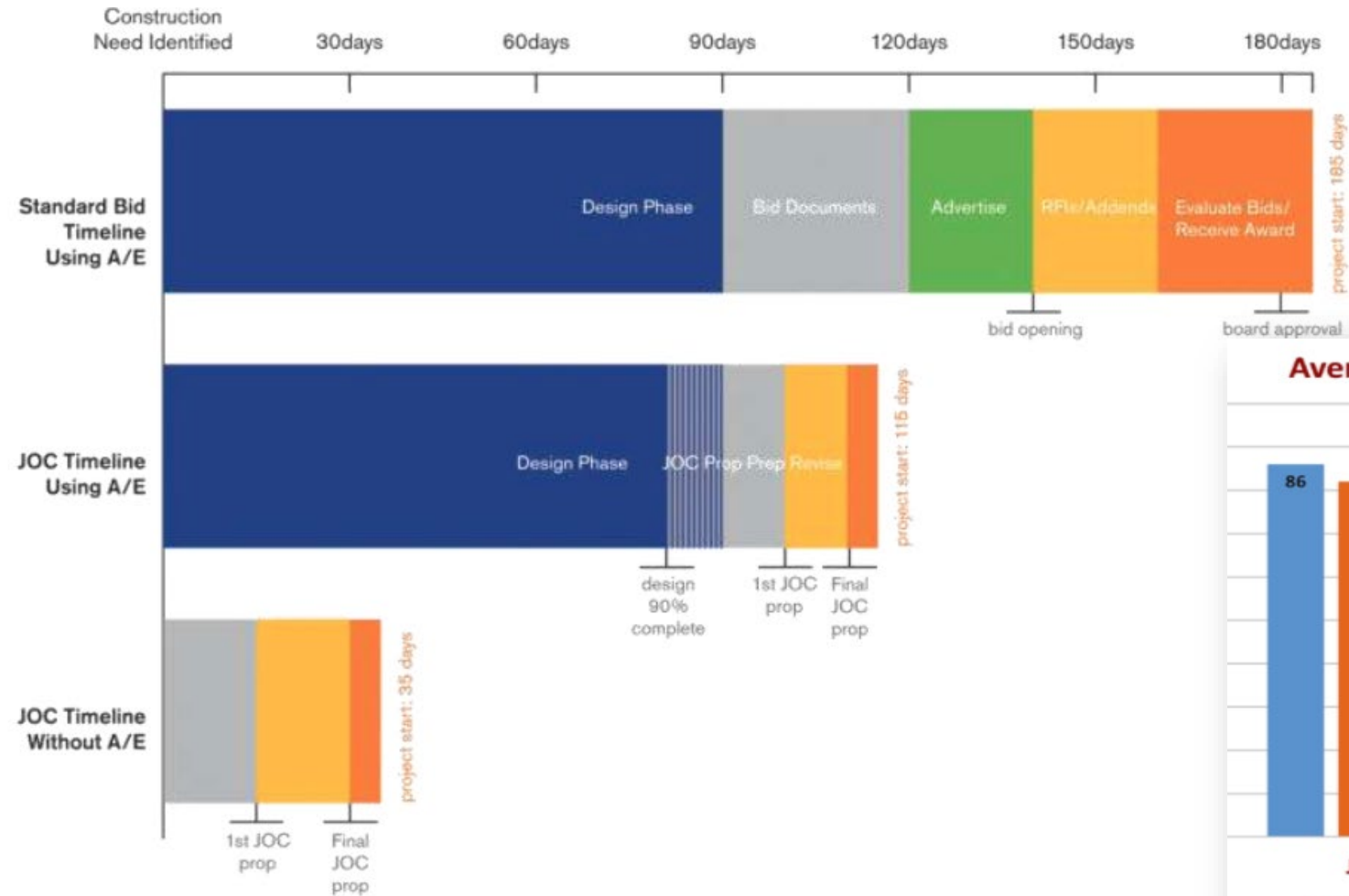
What is JOC?

- Job Order Contracting (JOC) is an alternative public works contracting delivery method. (RCW 39.10.420-.460)
- Indefinite Delivery, Indefinite Quantity contract
- Multi-year on-call construction services contract
- Competitively procured
- Performance-based
- Supports a long-term owner-contractor relationship

Benefits of JOC

- Faster project delivery
- Lower procurement and administrative cost
- Established pricing (RS Means-UPB)
- Pricing transparency (cost coefficients are established upfront).
- Increased opportunities and support for WMBE subcontractors and small businesses.
- Streamlined engineering and design (collaborative approach)
- Joint scoping/re-scoping as needed
- Better contractor performance, a partnering relationship

Benefits of JOC



Scopes & Projects Suitable for JOC

Smaller scale repairs, renovation, remodel, alteration and infrastructure upgrade projects.

- Facility tenant improvements, including ADA compliant work
- Roof Repair or Replacement
- Facility mechanical/HVAC work
- Facility and utility electrical work
- Light Civil (sidewalks & walkways, regrading, pavement, parking lots)
- Parks & Playgrounds and landscaping



JOC Limits & Exclusions

- Most public agencies are allowed up to 3 JOC contracts at a time
- Maximum Contract amount per contract, per year is \$6 million*
- Contract Period is 2 years, with an optional 1-year extension
- Unused capacity from the previous year may be carried over for one year and added to the immediate following year's limit, max limit can not exceed the limit of 2 years.
- Work Orders are limited to \$500,000 including potential change orders, excluding tax.
- New construction (stand alone structures) cannot exceed 3,000 GSF
- Non-pre-priced items limited to 20% of work order value **(2.1.D.2)**
- JOC is NOT a procurement vehicle (no large specialty equipment purchases)
- A minimum of 90% of the work in a JOC contract must be subcontracted.
- 60% WMBE inclusion goal
- Remote locations & specialty scopes are not recommended for JOC.
- No special funding (e.g. Federal, CDBG, or EPA Funding)



Unit Price Book (RS Means)

- A list of detailed line items of construction tasks (unit) and costs for labor, material, and equipment to perform the task.
- National average “bare costs”
- **City Cost Index:** Percentage ratio of a specific city’s cost to the national average. The city found in RS Means which has the closest proximity to the Work, as determined by the City.
- **Contractor Coefficient:** The Contractor’s competitively bid price representing a percentage for overhead, profit, management, administration costs to performing the Work. Coefficient is a multiplier applied to every Work Order subtotal, and not applied to tax.
- **Factor Allowance:** Percent of labor and/or material cost adjustments to account for impacts to production, quality, location, size and/or time due to physical constraints on a construction project. Factor(s) and Factor Allowance(s) are used interchangeably

<https://www.rsmeansonline.com/References/RSMeansOnlineTips.pdf>

Unit Price Book (RS Means)

CSI Division Number / Title

03 01 / Maintenance of Concrete	(MasterFormat level 2)
03 01 30	(MasterFormat level 3)
03 01 30.72	(MasterFormat level 4)
03 01 30.72 <u>5190</u>	(RSMeans Unit Price line item code)

Hier4Level		
4	Item	Item
Code	Code	Description
03013072	5190	Concrete spall repairs, of horizontal concrete surfaces

RSMeans 12-Digit Line Number

<https://www.rsmeansonline.com/References/RSMeansOnlineTips.pdf>

Unit Price Book & Work Order Proposals

Sample Contractor Proposal

Hier4Level 4 Code	Item Code	Item Description	Takeoff Qty	Unit	Labor Total	Mat Total	Equip Total	Grand Total	
03013072	5190	Concrete spall repairs, of horizontal concrete surfaces (ACI RAP-7), mark the	81.0	CF	324.00		19.44	343.44	
03013072	5210	Concrete spall repairs, of horizontal concrete surfaces (ACI RAP-7), bull float,	488.0	SF	439.20			439.20	
03013072	5220	Concrete spall repairs, of horizontal concrete surfaces (ACI RAP-7), cure with	488.0	SF	63.44	58.56		122.00	
03051320	1640	Concrete surface treatment, sealer, hardener and dustproofer, solvent-based, only	45.0	gal		1,485.00		1,485.00	
03051320	1640	Concrete surface treatment, sealer, hardener and dustproofer, solvent-based, only	45.0	gal		1,485.00		1,485.00	
03630510	1530	Chemical anchoring, for fastener 3/4" diam x 6" embedment, incl epoxy cartric	241.0	EA	2,940.20	1,151.98		4,092.18	
07921320	3655	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 of 2 com	1,100.0	LF	1,595.00	385.00		1,980.00	
09911390	0390	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first	692.0	SF	332.16	193.76		525.92	
09911390	0400	Paints &						415.20	
09911390	0520	Paints &						525.92	
09911390	0530	Paints &						415.20	
32171319	1000	Precast						6,367.30	
								22,702.97	96,486.70

Hier4Level 4 Code	Item Code	Item Description
03013072	5190	Concrete spall repairs, of horizontal concrete surfaces

RSMMeans 12-Digit Line Number

05 Painting											
01543340	0020B	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric - Rent per d	5.0	days				645.00	645.00		
01543340	0020E	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric - Crew daily	5.0	days				525.00			
09019093	1310	Surface preparation, exterior, misc., wire brush, metal, pedestrian gate	288.0	SF	1,022.40						
09911342	9000	Paints & coatings, misc. exterior, minimum labor/equipment charge	1.0	Job	178.00						
09971323	7000	Paints and protective coatings, inorganic zinc rich primer, self cure, sprayed	288.0	SF	118.08	244.80					
09971323	7030	Paints and protective coatings, for spray painting intricate structures above on	1,318.0	%	659.00						
								1,977.48	244.80	1,170.00	
									670.00	810.00	
									71,754.86	33,824.06	31,547.36

Sample RSMMeans

Crew	Daily Output	Labor-Hours	Unit	2014 Bare Costs			Total	Total Incl O&P
				Material	Labor	Equipment		
1 Carp	10	.800	Ea.	268	36.50		304.50	355
	10	.800		259	36.50		295.50	345
	9	.889		360	41		401	460
	9	.889		370	41		411	470
1 Carp	3	2.667	Job		122		122	201

*These are just a representative examples from multiple sources and not meant to be used in the preparation of or as part of an actual work order.



Work Order Proposals - FAQ 1

Question 1:

Why is the Contractor's proposal generally higher than my estimated cost(s)?

Answer:

A JOC proposal estimate is a forecast of the predicted cost based upon prices derived from the Unit Price Book (RS Means) with associated breakdowns and descriptions for materials, labor, and equipment with appropriate factor allowances included and based on the contractor's means and methods.

Productivity, economy of scale for the size of the project, location, to include material prices for metropolitan areas, weather conditions, building code requirements, availability of skilled labor, and special requirements/restrictions imposed by City Departments all can effect cost.

Work Order Proposal - Factor Allowance

03 Concrete Repair		
01215350	0550	Cost adjustment factors, cut & patch to match existing construc requirements, maximum
01215350	1450	Cost adjustment factors, material handling & storage limitation, maximum
01541650	0100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capac
01543340	0020B	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, elect
01543340	0020E	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, elect
01543340	7100B	Rent truck pickup 3/4 ton 2 wheel drive - Rent per day
01543340	7100E	Rent truck pickup 3/4 ton 2 wheel drive - Crew daily cost
01543650	1200	Mobilization or demobilization, delivery charge for small equipn
01543650	1400	Mobilization or demobilization, delivery charge for equipment, f
03013071	1010	Concrete crack repair, structural repair by epoxy injection (ACI repairs, clean/grind surface(s) free of contaminants
03013071	1010	Concrete crack repair, structural repair by epoxy injection (ACI repairs, clean/grind surface(s) free of contaminants
03013071	1015	Concrete crack repair, structural repair by epoxy injection (ACI repairs, rout crack with v-notch crack chaser if needed
03013071	1015	Concrete crack repair, structural repair by epoxy injection (ACI repairs, rout crack with v-notch crack chaser if needed
03013071	1020	Concrete crack repair, structural repair by epoxy injection (ACI repairs, blow out crack with oil-free dry compressed air (1 pass
03013071	1020	Concrete crack repair, structural repair by epoxy injection (ACI repairs, blow out crack with oil-free dry compressed air (1 pass
03013071	1030	Concrete crack repair, structural repair by epoxy injection (ACI repairs, install surface-mounted entry ports (spacing = concrete

- Quality
- Productivity
- Size*
- Location*
- Project/Owner specific requirements*
- Unpredictable factors

**see published contractor coefficients on JOC InWeb page*

012155.50 – Factor Allowance Code Designation (City of Seattle)

Unit Price Book (RS Means)

Purchasing and Contracting
 CITY OF SEATTLE HOME > FINANCE AND ADMINISTRATIVE SERVICES > PURCHASING AND CONTRACTING >
[Purchasing Services](#) [Construction Services](#) [Consultant Services](#) [WMBE](#) Recent

Job Order Contracts

Job order contracting (JOC) is an alternative public works contracting method permitted by RCW 39.10.420-470 in which a qualifications-based procured master contract covers multiple small projects (\$500,000 maximum price with change orders) initiated through work orders that utilize unit price books as the basis of cost. Each JOC is limited to \$6 million in awarded work orders each contract year.

The City of Seattle has one active general job order contract based on the most current RS Means Facility and Civil price books for the current JOC year.

You must attend a JOC user group training for the current contract to request a work order. Please join the [FAS_JOC_Users_GRP](#) on Microsoft Teams to learn about upcoming training opportunities and to access JOC program documents. General JOC inquiries can be sent to FAS_JOC_Admin@seattle.gov

FORMA Construction Company

PW#2020-015A [\(link to JOC master contract\)](#)

Main contact: Lon Weaver, lonw@formacc.com

JOC contractor pricing structure

Year 1: June 29, 2020 to June 28, 2021, \$6 million annual aggregate

Contractor Coefficients

Standard Work Days	1.00	Contractor Coefficients
City of Seattle - within city limits		
Nonstandard Work Days	1.00	
City of Seattle - within city limits		
Standard Work Days	1.00	Contractor Coefficients
Outside city limits within King County		
Nonstandard Work Days	1.00	
Outside city limits within King County		
Work Orders Under \$50k (applied percentage in addition to standard/nonstandard work days)	1.00	
Whatcom County	1.20	Remote Location- Coefficients
Skagit County	1.20	
Pend Oreille County	1.20	
Non-Pre-Priced Items	1.00	Misc. Coefficients
Reimbursable Items	1.00	
ADA Compliance Monitoring	1.00	
RS Means City Cost Indexes		
Seattle	108.9	City Cost Indexes
Everett	106.2	
Spokane	96.1	

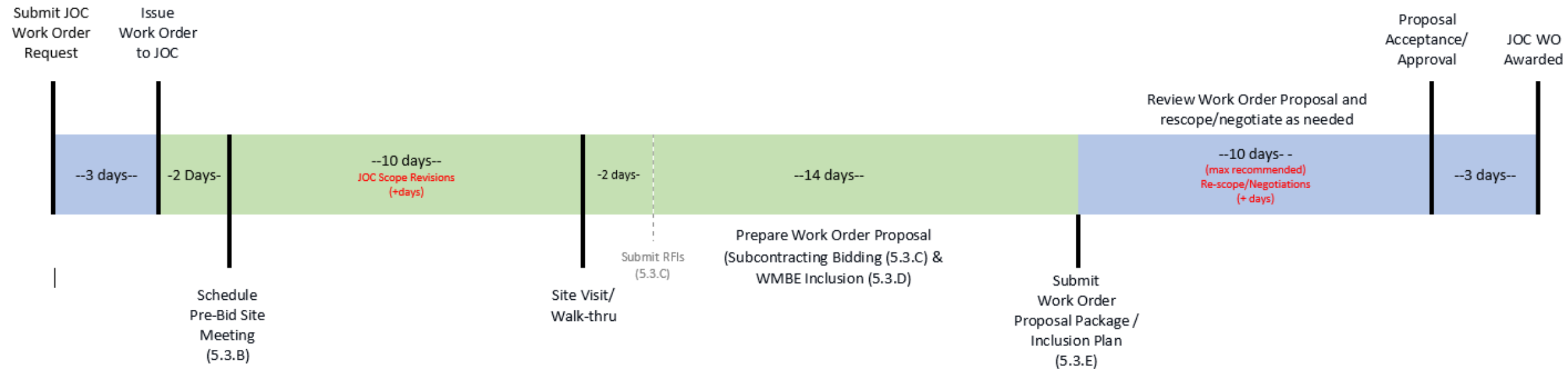
Work Order Proposal - Summary

CSI Summary of Work Order Items Listed in Unit Price Book						Work Status Report	
CSI	CSI Division Description	Division Bare Cost Total	City Cost Index	Contractor Coefficient	Division Total Price	% Compl	Earned Value
1	General Requirements	\$ 100,217.42	1.113	1.0200	\$ 113,772.83	0%	\$ -
2	Site Construction	\$ 38,234.00	1.113	1.0200	\$ 43,405.53	0%	\$ -
3	Concrete	\$ 11,284.00	1.113	1.0200	\$ 12,810.27	0%	\$ -
4	Masonry	\$ -	1.113	1.0200	\$ -	0%	\$ -
5	Metals	\$ 113,430.25	1.113	1.0200	\$ 128,772.83	0%	\$ -
6	Wood and Plastics	\$ 2,333.80	1.113	1.0200	\$ 2,649.47	0%	\$ -
7	Thermal and Moisture Protection	\$ 42,243.30	1.113	1.0200	\$ 47,957.13	0%	\$ -
8	Doors and Windows	\$ 3,180.00	1.113	1.0200	\$ 3,610.13	0%	\$ -
9	Finishes	\$ -	1.113	1.0200	\$ -	0%	\$ -
10	Specialties	\$ -	1.113	1.0200	\$ -	0%	\$ -
11	Equipment	\$ -	1.113	1.0200	\$ -	0%	\$ -
12	Furnishings	\$ -	1.113	1.0200	\$ -	0%	\$ -
13	Special Construction	\$ 1,433.15	1.113	1.0200	\$ 1,627.00	0%	\$ -
14	Conveying Systems	\$ -	1.113	1.0200	\$ -	0%	\$ -
15	Mechanical	\$ 1,025.00	1.113	1.0200	\$ 1,163.64	0%	\$ -
16	Electrial	\$ 2,382.50	1.113	1.0200	\$ 2,704.76	0%	\$ -
31	Earthwork	\$ -	1.113	1.0200	\$ -	0%	\$ -
32	Exterior Improvements	\$ -	1.113	1.0200	\$ -	0%	\$ -
			1.113	1.0200	\$ -	0%	\$ -
			1.113	1.0200	\$ -	0%	\$ -
	Total of all items listed is Price Book	\$ 315,763.42	1.113	1.0200	\$ 358,473.58	0%	\$ -

Work Order Proposal Summary example

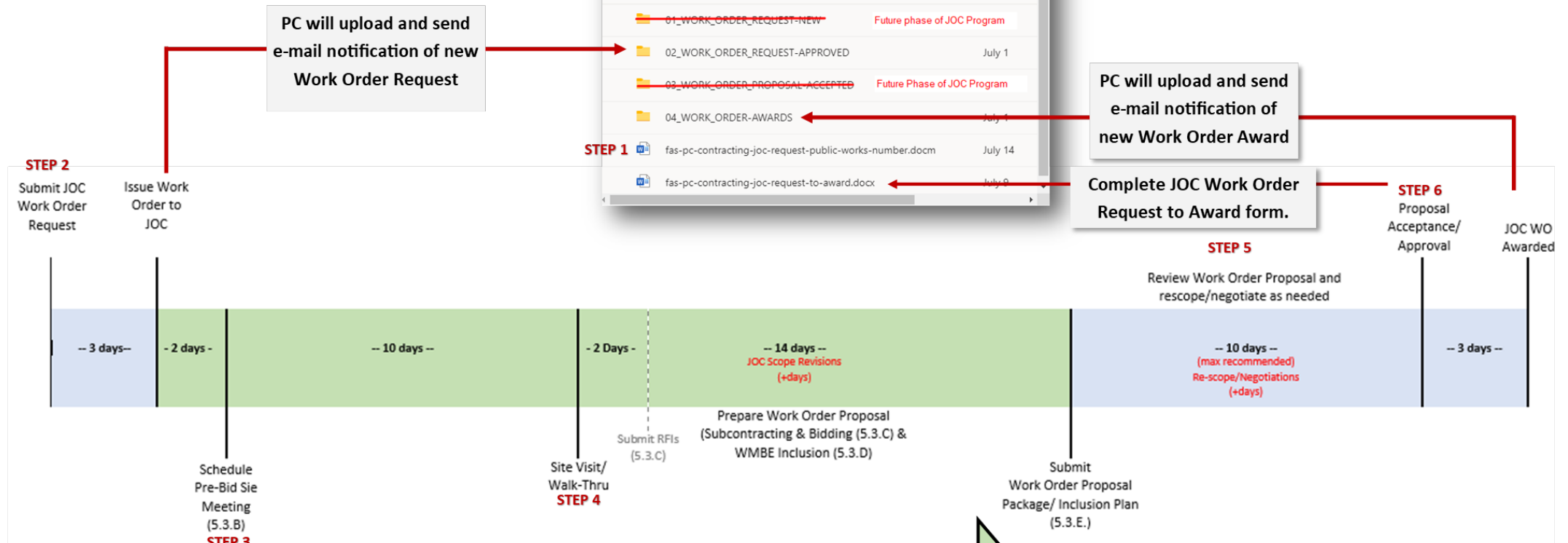
JOC Work Order Timeline - From WO Request to Award

JOC PROCUREMENT TIMELINE approximately 6-8 WEEKS (in working days)
(100% developed)



Current JOC information can be found on the JOC Teams site: [FAS](#) [JOC](#) [Users](#) [GRP](#)

JOC Process



FORMA to contact department to schedule Site Visit

FORMA to send Work Order proposal directly to department.
cc: FAS_JOC_Admin@seattle.gov

FORMA to send Inclusion Plan to PC:
miguel.beltran@seattle.gov
cc: FAS_JOC_Admin@seattle.gov

JOC TEAMS - FAS_JOC_USER_GRP

- Step 1: Download and complete the Work Order Request form

The screenshot displays the Microsoft Teams interface. On the left, the navigation pane shows 'Teams' selected, with a list of teams including 'FAS_JOC_Users_GRP' highlighted in yellow. The main pane shows the 'General' channel of this team. The 'Files' tab is active, displaying a list of folders and documents. The folders are: '01_WORK_ORDER_REQUEST_NEW' (crossed out with a red line and labeled 'Future phase of JOC Program'), '02_WORK_ORDER_REQUEST-APPROVED', '03_WORK_ORDER_PROPOSAL ACCEPTED' (crossed out with a red line and labeled 'Future phase of JOC Program'), and '04_WORK_ORDER-AWARDS'. A document titled 'STEP 1 fas-pc-contracting-joc-request-public-works-number.docm' is highlighted in yellow, indicating it is the target of the first step.




JOC Work Order (WO) # Request form

JOC TEAMS - FAS_JOC_USER_GRP

- Step 2: Submit Work Order Request (form & attachments) to:
FAS_JOC_Admin@seattle.gov


STEP 2
Submit JOC
Work Order
Request


-- 3 d


 CEN_JOC-WO-request-Mercer-Garage-ADA-Stall_Upgrades-Attachments.pdf

 CEN_JOC-WO-request-Mercer-Garage-ADA-Stall_Upgrades-Form.docm



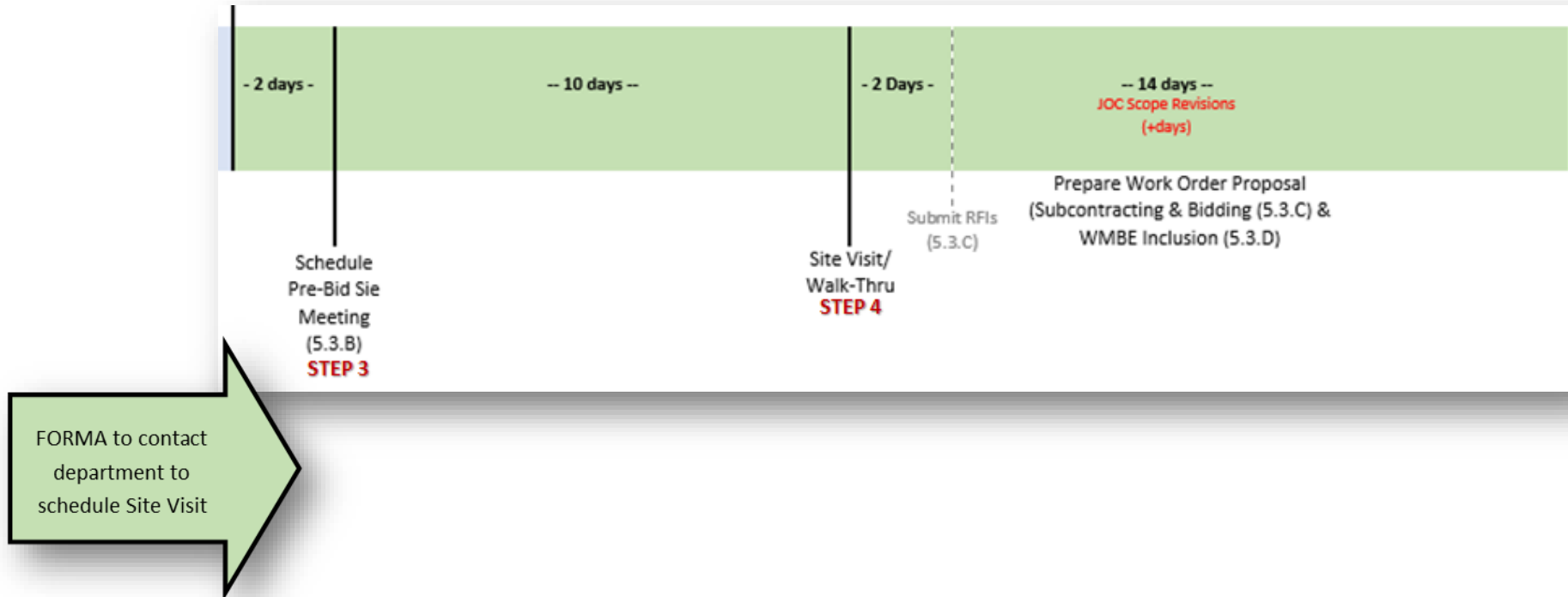
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 CEN_JOC-WO-request-Mercer-Garage-ADA-Stall_Upgrades-Supplemental.pdf

 CEN_JOC-WO-request-Mercer-Garage-ADA-Stall_Upgrades-Supplemental-SEPA-Exemption.pdf

JOC Work Order Process

- Step 3: Schedule a site visit/job walk.
- Step 4: Site Visit & Contractor submits RFI's





Work Order Proposals - FAQ 2

Question:

What does the JOC Contractor mean when they say they are waiting on pricing from their subcontractor? I thought all prices were firmly established using RS Means, not bids from Subs?

Answer:

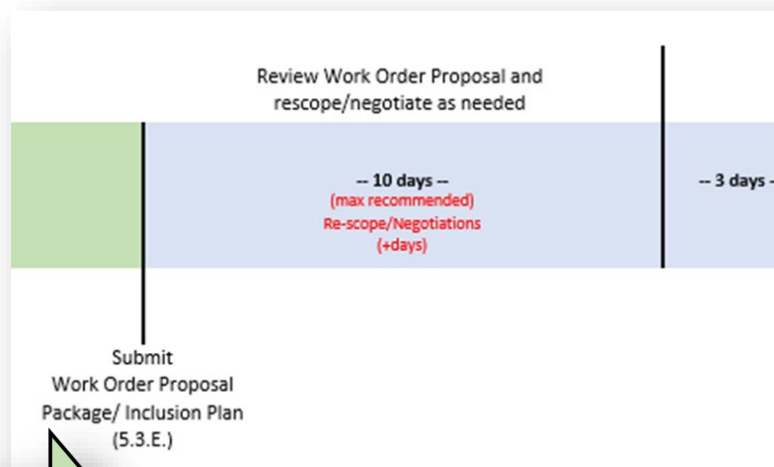
The Master Contract, Section 5.3.C Subcontracting, allows for a subcontract bidding period, based on the final version of the proposed scope of work, for each Work Order.

The overall pricing of a Work Order is “competitive” based on the RS Means breakdown.

It is not the City’s intent that each Work Order and subsequent subcontractor be awarded based on the lowest price; but with the expectation that subcontractor pricing includes other factors such as specialty, time needs, subject matter experts, schedule, and availability.

JOC Work Order Process

- Step 5: Review the work order proposal and re-scope/negotiate as needed



FORMA to send Work Order proposal directly to department.
cc: FAS_JOC_Admin@seattle.gov

FORMA to send Inclusion Plan to PC:
miguel.beltran@seattle.gov
cc: FAS_JOC_Admin@seattle.gov

- Work Order Cover Sheet
- Work Order Summary
- Proposal Narrative (work plan)
- Detailed RS Means Line Estimate
- CPM Schedule
- Inclusion Plan

Work Order Proposals - FAQ 3

Question:

I don't like my proposal – the cost is too high, how can I get this negotiated down?

Answer:

There are only 4 components to your proposal that can be negotiated:

- Scope
- Quantities
- Factor Allowance
- Non-Pre-Priced items (if applicable)

Contractor's means and methods cannot be directed by negotiations on scope, quantity, and factor allowances.

JOC Work Order Request to Award



Purchasing and Contracting
Construction Contracting-JOC

JOC Work Order (WO) - Request to Award

PW#2020-015A WO#:

Instructions: Complete this Request to Award form and combine with applicable attachments (see checklist below) and e-mail as a single PDF file to FAS_JOC_Admin@seattle.gov. File name should begin with your WO number "20-1XX", followed by "_Request-to-Award.pdf"

PROJECT INFORMATION			
Project Name	Click or tap here to enter text.		
Department	Click or tap here to enter text	Project Manager:	Click or tap here to enter text.
AWARD INFORMATION			
Work Order Amount \$	Click or tap here to enter text.		
Tax \$ (Insert tax rate%)	Click or tap here to enter text.		
Total Work Order Amount \$	Click or tap here to enter text.		

I have reviewed the information for this Work Order, have agreed to the price and scope of work and certify that sufficient funds have been appropriated to cover the full cost and expense of completing this project and I am requesting PC to execute this Work Order.

Signature of Authorized Department Representative

Date

Printed Name

JOC Work Order Proposals - Checklist

The final work order package (contract) include the following documents:

Work Order Award Package Checklist (Attachments) – Required Documents for this work order:

- Work Order Summary Form (Contractor)
- Proposal Narrative (Contractor)
- Original RS Means Line Item Estimate (Contractor)
- Project (CPM) Schedule (Contractor)
- The Work Order Number Package approved and submitted on: [Click or tap to enter a date.](#)
- The following scoping documents have been added or revised:
 - List any documents, specifications, plans that have been added or revised since the WO Request was submitted.
- Approved Proposal Inclusion Plan (PC will include in the final package to the JOC Contractor)

Next Step: Execution and Notice to Proceed

PC will review the Work Order Package. If the Package is complete, PC will execute the Work Order, upload to [04 WORK ORDER-AWARDS](#) folder and notify the department and the JOC Contractor. Department will then issue Notice to Proceed.

Note: PC reserves the right to request additional information in preparing the Work Order Proposal.

JOC Work Order Proposals - Award

JOC WO#2020-102: S. Bayview St Lining – Work Order Executed – FORMA Construction Company

FAS_JOC_Admin
To: Lon Weaver; Eric Lindstrom; amarak@formacc.com; chriss@formacc.com
Cc: Stewart, Bob; Vaivadas, Evanne; Kucinski, Carmen; Beltran, Miguel; Fredrickson, Mark; Sullivan, Jade; Owens, Gina; Nakagawara, Mark
Retention Policy: 90 days Sent Items (90 days) Expires: 12/15/2020

Wed 9/16/2020 2:19 PM

Reply Reply All Forward

This Work Order (WO) has been approved and executed by PC. The approved WO#2020-102 Package has been uploaded to the [04 WORK ORDER AWARDS](#) approved folder at the [FAS JOC User GRP TEAMS](#) site.

You may issue the Notice to Proceed (NTP) to the JOC prime contractor.

As a reminder, hazardous materials are EXCLUDED in this work order. If during construction you find regulated substances, please contact CPCS for use of a blanket contract for remediation.

Next steps:


1. **Issue NTP – SEND COPY OF NOTICE TO PROCEED (NTP) TO:** evanne.vaivades@seattle.gov and FAS_JOC_Admin@seattle.gov
2. Similar to standard public works projects, CPCS approves all Progress Estimates prior to releasing payments. All standard Public Works processes should be followed, including but not limited to, change orders, substantial completion, physical completion, acceptance and close-out. See Design-Bid-Build procedures on our InWeb page: <http://inweb/contracting/constructiondocsDBB.htm>

All JOC Work Orders are subject to RCW 39.12.030. Contractor determines and applies the correct rates for the effective **Prevailing Wage Rates** and **Benefit Code Key**.

If you have any further questions about the JOC process, please post your question on the [FAS JOC User GRP TEAMS](#) site or send an e-mail to: FAS_JOC_Admin@seattle.gov or contact Norm Glover 206-684-8231 or Gina Owens 206-684-7251 directly.

Thank you.

Thank you.

 Norm Glover
General Mailbox
Job Order Contracting Administration, Purchasing and Contracting
City of Seattle, [Department of Finance and Administrative Services](#)
O: 206-684-8231 | fas_joc_admin@seattle.gov

JOC Program 2020 - Standard Forms

- Work Order Number Request
- Work Order Request to Award
- Submittal List
- Request for Information (RFI)
- Change Order Proposal (COP)
- Change Order (CO)
- Pay Application
- Pay Application Cover Sheet

Owner's Responsibilities - Purchasing and Contracting (PC)

- Administer JOC Contracts and ensure compliance with contract terms
- Provide guidance to departments in use of JOC contracts
- Provide training and support to JOC users
- Review WO# Request packages for completeness & assign WO#
- Review & approve Inclusion Plans
- Award accepted JOC Work Order packages
- Monitor & approve payment applications
- Manage claims against bonds
- Contract closeout

Owner's Responsibilities - Department

- Fill out and submit WO# Request form and applicable attachments
- Schedule and conduct a walk-thru with JOC contractor (within 10 days)
- Review Work Order Proposal (within 14 days)
- Send complete Work Order Award Package to PC for Award.
- Issue NTP, Notice of Substantial Completion, & Physical Completion
- Manage the Work Order (construction management, inspection, completion, acceptance of work)
- Issue Change Orders to JOC for changes in scope
- Contact PC for questions or clarifications of the JOC Master Contract
- Notify PC if the JOC is not responsive.

JOC Contractor's Responsibilities

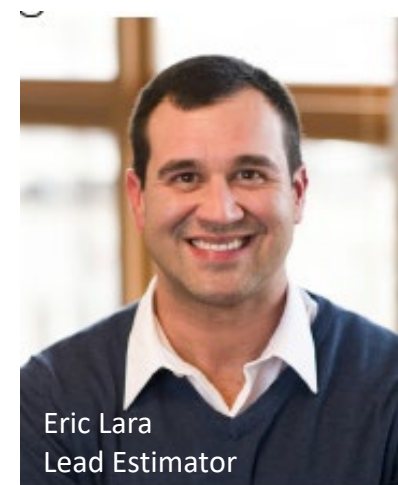
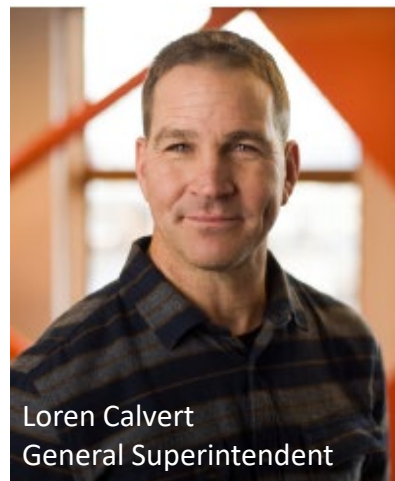
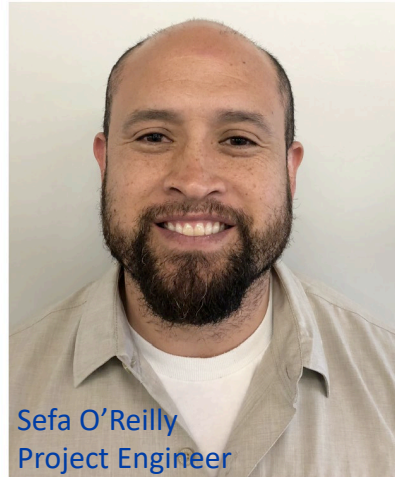
- Prepare and submit Work Order Proposal package to department.
- Prepare Inclusion Plan and send to PC for approval.
- Manage the Work and subcontractors
- Communicate as-needed w/department
- Make prompt payments to subcontractors report in B2GNow
- Actively mentor new WMBE firms into the JOC program
- Submit change order proposals as needed for changed conditions
- Notify FAS-PC if the Department is not responsive.

FORMA Construction Company

PW#2020-015A: Job Order Contract 2020



FORMA's Seattle JOC Team





PUBLIC WORKS DIVERSE BUSINESS INCLUSION PLAN

Introduction:

In accordance with [RCW 39.19.010](#), the state of Washington encourages participation in all of its contracts by OMWBE certified firms.

In accordance with [RCW 43.60A.200](#) and [RCW 39.26.240](#), the state of Washington encourages participation in contracts that are exempt from competitive bidding under [RCW 39.26.125](#) by firms certified by Department Of Veteran Affairs.

In accordance with [RCW 39.26.005](#), the state of Washington encourages participation in all of its contracts by Washington small businesses

All Proposers, including diverse owned firms, must submit a copy of the firm's Diverse Business Inclusion Plan. The Inclusion Plan should demonstrate in detail the specific strategies, approaches, and steps your firm will use in seeking to help meet or exceed the state's aspirational diverse business participation goals.

Aspirational Goals:

The Governor's Office's aspirational goals for diverse business inclusion are:

10% Minority Owned Business certified by the Washington State Office of Minority and Women Business Enterprises

6%, Women Owned Business certified by the Washington State Office of Minority and Women Business Enterprises

5% Veteran Owned Business certified by the Washington State Department of Veterans Affairs

5% Washington Small Businesses self-identified in the Washington Electronic Business Solution

<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx> (WEBS).

Definitions:

Diverse Business:

The Diverse Business definition includes Washington small business, micro-business, and mini-business as defined in [RCW 39.26.010](#), Minority and Women Business Enterprises (M/WBEs) as defined in [RCW 39.19](#) and [WAC 326-20](#), and Veteran-owned businesses as defined in [RCW 43.60A.010](#). If the proposed subcontractors are self-identified diverse businesses, the Proposer will encourage and support state efforts for their certification with the appropriate Washington State agencies.

Subcontracting:

Subcontracting means direct performance of commercially useful work through subcontracting as part of the proposed project team.

Proposal:

The Proposer must prepare and provide a “Diverse Business Inclusion Plan”, and may use Supplement (A) as guidance or a template. The Proposer’s goals are voluntary. No preference will be included in the evaluation of proposals, no minimum level of MWBE or Veteran Owned or Washington Small Business participation will be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis (unless a zero (0) goal amount is submitted).

Proposer commits to a genuine effort to achieve the proposed subcontract amounts with diverse business subcontractors by working with the Agency to develop a comprehensive “Outreach Strategy”.

In addition, **the successful Proposer is required to register and create an account in the DES Diversity Compliance program (B2Gnow) at <https://des.diversitycompliance.com>**. *(If assistance is needed, you may contact Charles Wilson at Charles.Wilson@des.wa.gov)*

For information on certified firms, prime Proposers may contact:

- OMWBE at <http://www.omwbe.wa.gov/> or (360) 664-9750
- DVA at <http://www.dva.wa.gov/BusinessRegistry/Search.aspx> or (360) 725-2200.
- Charles Wilson at Charles.Wilson@des.wa.gov or (360) 999-7667

SUPPLEMENT (A)

Public Works Inclusion Plan Template

Voluntary goals for certified diverse business participation: <i>(Of the total contract work, what is the percentage of diverse business participation proposed for this project, including the prime and subcontracting/joint venturing on this project?)</i>		
1. Anticipated Certified Diverse Business Participation (Goals)		
State certification category	Washington State / DES Goals	Anticipated Percent of Contract Amount (Goals)
Minority-owned business	10%	
Women-owned business	6%	
Veteran-owned business	5%	
Small/mini/micro business	5%	
2. Describe your firm’s efforts to identify diverse business subcontractors for this proposal?		
3. Planned efforts by the firm to meet or exceed the voluntary inclusion goals. To include, but not limited to the following:		
a. General description;		
b. Mentoring, training and capacity building programs;		
c. Prompt payment, retainage and dispute resolution		
4. A description of firm’s planned efforts at outreach to the diverse business community		
5. A description of firm’s process for ensuring diverse businesses have enough time and information to provide your firm with bids/quotes:		
6. An explanation of how firm ensures diverse businesses understand the bid and specifications and are able to learn ways to improve if they are not selected (i.e. pre-bid meetings, debriefing, etc.);		
7. A description of how firm considers diverse businesses in the development of bid packages		
8. Does the firm have and the name of any “Diversity Inclusion Expert”?		
9. A list of projects (5 max.) with diverse business participation in the last five (5) years		
10. Statement of firm’s awareness and commitment to reach out to diverse businesses and helping Washington State reduce the disparity of participation by minority and women owned businesses in state contracts		
11. Description of proposer’s educational and training programs to communicate the firm’s expected employee behaviors and performance relative to implementing the Diverse Business Inclusion Plan		
12. Any additional information the firm would like to include as a part of their plan.		

The Agency will review the submitted inclusion plan for genuine efforts.



INSTRUCTIONS TO JOB ORDER CONTRACT BIDDERS

1. EXPLANATION TO PROSPECTIVE BIDDERS

Any prospective bidder desiring an explanation or interpretation of the solicitation, manual, etc., must make a request in writing to the FPS JOC Project Coordinator no later than seven (7) days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Any information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an addendum to the solicitation, if the information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

2. PREPARATION OF BIDS

Phase II: Coefficients Bid (using the included Bid Proposal form):

There should be two bid coefficients per region outlined in the RFP: (1) Standard, normal working hours' coefficient (2) Non-standard working hours' coefficient for each regional area as defined in the Request for Proposals.

These Coefficients are to be bid by the Contractor as the factors that will be used to multiply the price for each priced item obtained from the specified Unit Price Book. A City Cost Index from the Unit Price book will also multiply the price for each priced item, thus the Index should not be included in the Coefficients. The coefficient, when multiplied by a priced item unit price from the Unit Price Book, quantity, and city cost index, will represent the total compensation to the Contractor for that item, including any apportionment to the individual item of any administrative, work order proposal preparation effort, and other indirect costs, and increase or decrease in overhead and profit desired by the Contractor for a Work Order relative to that listed in the Unit Price Book.

No other entries, modifications, or qualifications to the bid shall be made. Failure to comply in full with these requirements shall be grounds for a bid being declared non-responsive.

The bidder shall complete all other required information on the bid proposal form, including signature in ink by an authorized official of the firm. Failure to complete the bid proposal form in full may result in a bid being declared non-responsive. The proposal form shall be submitted in a sealed envelope and delivered to: The Department of Enterprise Services, Facility Professional Services Division, Attn: Amanda Witt, 1500 Jefferson Street, Post Office Box 41476, Olympia, WA 98504. The Coefficients bid must be received in accordance with the advertisement prior to the time of the scheduled interview.

3. BID GUARANTEE

- a. If the bidder fails to furnish a bid guarantee in an amount equal to five percent (5%) of \$50,000 by the time set for receiving the Phase II bid, the bid will be determined non responsive.
- b. The bidder shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, or cashier's check, payable to the Washington



State Treasurer. The Owner will return bid guarantees other than bid bond (the bid bond becomes the property of the Owner).

- c. The bidder will allow the Owner 60 days for acceptance of its bid. The bidder will submit executed contract, and Certificate of Insurance within fifteen (15) days after receipt of the contract forms from the Owner.
- d. If the apparent successful bidder fails to execute all contractual documents or provide insurance as required by the solicitation within the time specified. The Owner may terminate the award of the contract.

4. ACKNOWLEDGMENT OF ADDENDA TO INVITATIONS FOR BIDS

Bidder shall acknowledge receipt of any addenda to this solicitation by identifying the addenda numbers and dates in the space provided for this purpose on the bid form. Failure to acknowledge addenda may result in the bid being declared non-responsive.

5. JOC COEFFICIENTS, STANDARD and NON-STANDARD HOURS

The Bidder shall submit two coefficients for each regional area as defined in the Request for Proposals: the Standard Coefficient for Work that is conducted during normal working hours (7:00AM to 5:00PM, Monday through Friday) and the Non-standard for Work that occurs during other than normal working hours (5:01PM to 6:59AM, Monday through Friday, and weekends and holidays). For the purposes of evaluation, the Owner anticipates that 90% of the Work will occur during normal working hours and 10% will occur during non-standard hours. This distribution is presented for informational use only and is NOT a commitment of work.

6. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The JOC acknowledges that, for each individual Work Request, it must take steps necessary to ascertain the nature and location of the work, and that it must investigate and satisfy itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling and storage of materials;
- b. The availability of labor, water, electric power and road;
- c. Uncertainties of weather, river stages, tides or similar physical conditions at the site;
- d. The conformation and conditions of the grounds;
- e. The character of equipment and facilities needed preliminary to and during the work.

The Job Order Contractor also acknowledges that, for each individual Work Request, it must satisfy itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from a visual inspection of the site, unless other information is provided by the Owner upon which the Contractor may rely. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work.

7. TAXES

- a. Washington State Sales Tax (WSST)
 - i. The Contractor shall indicate the amount of Washington State Sales Tax (WSST) and all other taxes imposed by law on each Work Order Proposal and any associated Change Orders. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner upon request.
- b. Business and Occupation Tax (B&O)
 - i. The Contractor shall include Washington State B&O Tax as part of their coefficient and NOT include it directly in any Work Order or associated Change Order.

8. WASHINGTON STATE DIVERSE BUSINESS GOALS

- a. The state diverse business goals are: 12% Washington State Certified Minority-Owned Businesses; 8% Washington State Certified Women-Owned Businesses; 5% Washington State Certified Veteran-Owned Businesses; and 5% Washington State Law Defined Small Businesses (RCW 39.26.010 (21)).
- b. In accordance with the legislative findings and policies the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE), Veteran firms certified by the Washington State Department of Veterans' Affairs (DVA), and Washington State Law Defined Small Businesses: EXECUTIVE ORDER 13-01 VETERANS TRANSITION SUPPORT; RCW.39.19, RCW 43.19.725, RCW 39.26.005, and RCW 39.26.010. Participation may be either on a direct basis in response to this invitation or as a subcontractor to the successful bidder.
- c. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.
- d. The Contractor must submit Diverse Business Inclusion Plan and past performance on approved subcontractor inclusion plans documentation as outlined in the Request for Proposal. Failing to do so will result in being deemed non-responsive.
- e. The Proposer's goals are voluntary. No preference will be included in the evaluation of proposals, no minimum level of MWBE or Veteran Owned or Washington Small Business participation will be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis (unless a zero (0) goal amount is submitted).
- f. Work Orders cannot be performed without a letter from DES/OMWBE approving the JOC plan.
- g. The state of Washington encourages participation in all of its contracts by Veteran-owned businesses (defined in RCW 43.60.010) and located at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> and Small, Mini and Micro businesses (defined in RCW 39.26.010) which have registered in WEBS at <https://fortress.wa.gov/ga/webs/>.

9. SUBMISSION OF COEFFICIENTS BID

- a. Bids must be submitted prior to the time shown on the Bid Proposal form in a sealed envelope, clearly marked with the project name, project number and the bidder's name and address.
- b. Any modification to the bid shall be submitted in sealed envelopes on or before the time shown, and shall be addressed to the office specified in the solicitation, and shall include:
 - i. The time specified for receipt
 - ii. The contract number and description
 - iii. The name and address of the bidder
- c. The only acceptable evidence to establish the time of receipt at the office designated in the solicitation is the time/date stamped or hand printed by the Owner's representative on the bid wrapper or other documentary evidence of receipt maintained by the Owner. Any bid or modification of a bid, received after the times specified will not be considered.
- d. All bids will be formally opened promptly following the completion and scoring of all the presentation/interviews.
- e. A bid may be withdrawn by a bidder's authorized representative before interviews begin.

10. BID RESULTS

After the Bid Opening, Bidders may obtain bid results by calling (360) 407-8028.

11. CONTRACT AWARD

- a. The selection of the successful Job Order Contractor firm will be based on the highest number of Phase II scores.
- b. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the bidder.
- c. The Job Order Contract (JOC) includes:
 - i. The Contract Documents included in the RFP
 - ii. The Job Order Contractor's Coefficients bid (regular/non-regular work). See Supplemental Conditions, Paragraph D1, for further definition of the Coefficient

12. Minimum Committed Amount

a. Owner Minimum Committed Amount	=	\$ 50,000
b. Yearly Not to exceed Contract	=	\$ 6,000,000
c. Not to exceed Contract over the first two years	=	\$ 12,000,000
d. If extended one year, not to exceed Contract over three years	=	\$ 18,000,000

13. PARTNERING

A "Partnering" process between the Owner and Job Order Contractor will be required throughout the project. It is anticipated that the principals of the Contractor and the Owner may choose the form of partnering to be used during the project. The intent of partnering is to provide training for the Owner's and the Contractor's staffs, to develop mutually acceptable methods, procedures and forms, to encourage productive communication, improve the level of mutual trust, respect, and cooperation, and to expedite issue resolution.



JOC CONTRACT BID PROPOSAL: DESCRIPTION, UNIT PRICE BOOK, SCHEDULE AND BID PROPOSAL

1. DESCRIPTION

The JOC is for small construction and repair projects in the state of Washington, as follows:

- a. Type of Work: Repair, remodeling, and new construction of public buildings and their associated parking lots, walkways, landscape features, and other site improvements. Work will include, but not be limited to, any or all of the following: Coordination with Owners regarding job and design requirements, preparation, or coordination with Owner regarding design and specification information; estimating, scheduling, and schedule coordination with Owner and other involved or affected parties; material acquisition; staffing or subcontracting, supervising and managing construction tasks; job status reporting to Owner; record keeping, quality control and coordination of inspections, and other administrative and performance requirements identified in this RFP and General Conditions.
- b. Size of Jobs: It is the intention of the Owner to use the Contractor to perform the type of work described on primarily small, non-associated jobs. It is expected that the average job will be less than \$100,000. This expected average is presented for information only and is not a commitment.
- c. There is a \$50,000 Minimum Committed Amount established for this Contract.
- d. Maximum limits are as follows: The maximum total dollar amount that may be awarded shall not exceed \$6 million in the first year of the contract, \$12 million over the first two years of the contract; and, if extended for one additional year, \$18 million over the three years of the contract.
- e. A Work Order to be issued for a particular project shall not exceed \$500,000. All Work Orders for the same project shall be treated as a single work order for the purpose of the \$500,000 limit.
- f. Location of Jobs: This JOC will include Work Orders located statewide.

2. UNIT PRICE BOOK

- a. The Unit Price Book to be used for establishing Job Order pricing is the current edition of RS Means, all volumes. The volumes should be used in the following order of precedence: (1) "Facilities Construction Cost Data"; if an item is not contained in this volume, use (2) All other RS Means volumes except Building Construction Cost Data; if the item is not included in these other volumes, use (3) Building Construction Cost Data.



- b. The “Assemblies” volume can be used in lieu of using groups of individual listings in other volumes if agreed in advance by the Owner.
- c. Use of Unit Price Book: The unit price for each item to be used from the Unit Price Book is the “Bare Costs Total” column. **Division 1, Items in 01-11, 01-21-16, and 01-31 should not be included on a Priced Item List in a Work Order Proposal;** The Coefficient bid should be used to achieve compensation for these items to the extent the Bidder proposes an increase or decrease in the amounts in the Overhead and Profit column. The price (unit price x quantity x city cost index x Coefficient) is the total amount to be paid to the Contractor for the item for self-performed items or subcontractor-performed items.
- d. When new or subsequent issues of the RS Means volumes are issued; those volumes shall be used in pricing unit price items. The contracted Coefficients will not be changed due to new issue.
- e. Non-priced items (specific line items not found in the Unit Price Book) shall be negotiated using labor rates and materials local to the Project. Owner may request up to 3 bids from sources acceptable to Owner; coefficients will be negotiated to reflect reasonable markups and incidental expenses attendant to the type, number, and value of each item. If no agreement can be reached, the bid coefficients will apply.

3. SCHEDULE

The Job Order Contractor shall coordinate with the Owner to establish an acceptable schedule for the Work under each Work Order and shall be required to adhere strictly to this schedule. The Owner retains the option to establish Liquidated Damages for any Work Order.



Washington State Department of
Enterprise Services

STATE OF WASHINGTON
 DEPARTMENT OF ENTERPRISE SERVICES
 1500 Jefferson Street SE
 Post Office Box 41476
 Olympia, Washington 98504-1476

PRICE (COEFFICIENT) PROPOSAL

Due 30 October 2019 by 3:00 PM

Statewide Job Order Contract (JOC) Services
 Department of Enterprise Services
 Facility Professional Services
 1500 Jefferson Street, PO Box 41476, Olympia, Washington 98504-1476

The undersigned, having read all the requirements of this solicitation for bids, together with the RFP, agree to furnish all labor, materials, and construction management specified herein necessary to complete the work as follows:

- (A) First Year not-to-exceed Contract = \$ 6,000,000
- (B) Not-to-exceed Contract over the first two years = \$ 12,000,000
- (C) If extended one year, not-to-exceed Contract over three years = \$ 18,000,000
- (D) Minimum Committed Contract Amount = \$ 50,000

(E) Enter Coefficients to be applied to Unit Cost Manual in the boxes below:

Region	Work Hour	Bid Coefficient
Eastern	Standard	
	Non-standard	
Northwestern	Standard	
	Non-standard	
Southwestern	Standard	
	Non-standard	

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this contract shall commence upon the



written approval of the state's contracting officer and shall be completed twenty-four months thereafter, unless modified and approved by both parties.

LIQUIDATED DAMAGES

The Contractor shall coordinate with the Owner to develop an acceptable schedule for the Work under each Work Order and shall be required to adhere strictly to the performance schedule established in each Work Order. The Owner retains the option to establish Liquidated Damages for any Work Order.

ADDENDUM RECEIPT

Receipt of the following addenda to this bid solicitation is acknowledged:

Addendum No. _____ Addendum No. _____
Addendum No. _____ Addendum No. _____

NOTIFICATION

If the bidder is notified by telephone or facsimile communication on the date that bids are received, the bidder agrees to be available for contract negotiations in Olympia, Washington on the following day.

The undersigned hereby designates (*enter your company's street address, telephone and fax number and name of official contact person.*) _____
_____ as the firm's office, to which such notice of acceptance shall be phoned, delivered, or communicated by facsimile transmission.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof. The State reserves the right to reject any and all bids.

In compliance with WAC 296-127, the Contractor shall pay all fees with each Statement of Intent and/or Affidavit of Wages Paid to the Department of Labor & Industries.

Firm Name _____

Signed by _____

Official Capacity _____

Address _____



Washington State Department of
Enterprise Services

City/State _____

Date _____ Telephone _____ Fax _____

E-mail Address _____

State of Washington Contractor's License Number _____

Federal Tax Identification Number _____

Uniform Business Identifier (UBI) Number _____



Section 00 72 00
GENERAL CONDITIONS
FOR WASHINGTON STATE FACILITY CONSTRUCTION

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PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

See Supplemental Conditions Section 1.01 DEFINITIONS

- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Day(s):" Unless otherwise specified, day(s) shall mean calendar day(s)."
- K. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. "Final Completion" means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.

See Supplemental Conditions

Section 1.01 DEFINITIONS

"Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the

"Owner" means the state or its authorized representative with the authority to enter into, administer, and/or terminate the Contract in accordance with the Contract Documents and make related determinations and findings.

"Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

"Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.

"Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.

"Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.

"Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.

"Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.

"Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

"Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.

"Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

"Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.

"Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

See Supplemental Conditions

Section 1.02 ORDER OF PRECEDENCE

Conflict or inconsistency in the Contract Documents shall be resolved by giving the documents

Signed Public Works Contract, including any Change Orders

Supplemental Conditions.

Modifications to the General Conditions.

General Conditions.

See Supplemental Conditions
Section 1.02 ORDER OF PRECEDENCE

1.03 EXECUTION AND INTENT

See Supplemental Conditions
Section 1.02 Replaces section 1.03 EXECUTION
AND INTENT

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

- A. **Term of insurance coverage:** Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.

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GENERAL CONDITIONS
FOR WASHINGTON STATE FACILITY CONSTRUCTION**

1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile Liability Insurance: Automobile liability
- B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.02 COVERAGE LIMITS

See Supplemental Conditions
**Section 2.02 COVERAGE LIMITS, INSURANCE
COVERAGE CERTIFICATES**

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

See Supplemental Conditions
Section 2.04 PAYMENT AND PERFORMANCE BONDS

See Supplemental Conditions
Section 2.04 PAYMENT AND PERFORMANCE BONDS

2.05 ALTERNATIVE SURETY

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

See Supplemental Conditions
Section 2.06 BUILDER'S RISK

Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.

Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 CONSTRUCTION SCHEDULE

See Supplemental Conditions
Section 3.02 CONSTRUCTION SCHEDULE

See Supplemental Conditions Section 3.02 CONSTRUCTION SCHEDULE

Progress Schedule: shall show the sequence in which Contractor proposes to perform the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

Form of Progress Schedule: Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.

Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.

Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.

Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

See Supplemental Conditions Section 3.03 OWNER'S RIGHT TO SUSPEND THE WORK CONVIENCE

Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend the Work for a period of 90 Days, or for such longer period as mutually agreed.

Cost of suspension: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work; or
2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.

Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.

Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 - 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was

concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.

- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

See Supplemental Conditions
**Section 3.07 DAMAGES FOR FAILURE TO ACHIEVE
TIMELY COMPLETION**

2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

See Supplemental Conditions
Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

See Supplemental Conditions

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

- F. Interpretation questions referred to A/E: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

See Supplemental Conditions

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

4.03 SHOP DRAWINGS

See Supplemental Conditions

See Supplemental Conditions

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

4.04 ORGANIZATION OF SPECIFICATIONS

See Supplemental Conditions

See Supplemental Conditions Part 4 SPECIFICATIONS

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

See Supplemental Conditions

Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

See New Section 4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

A.

See Supplemental Conditions
Section 5.01 Paragraph A

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B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.

C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.

D.

See Supplemental Conditions

Section 5.01 Paragraph D

E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.

F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.

B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.

C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

D. SEE SUPPLEMENTAL CONDITIONS FOR NEW PARAGRAPH

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

A.

See Supplemental Conditions
Part 5.04 Replaces Paragraph A –PREVAILING WAGES

determined by the Industrial Statistician of the Department of Labor and Industries.
Contractor's responsibility to verify the applicable prevailing wage rate.

- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

G.

See Supplemental Conditions

5.05 HOURS OF LABOR

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days

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a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

A.

**See Supplemental Conditions
Part 5.06 Replaces Paragraph A**

the Americans with Disabilities Act of 1990, Executive Order 11246, Executive Order 11375, the Washington State Human Rights Act, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations impose requirements for affirmative action and fair employment practices which Contractor shall comply with.

B. During performance of the Work:

1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

A.

See Supplemental Conditions

B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

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- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise

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required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to

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Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

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- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;

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2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to

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Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide

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documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.

B.

See Supplemental Conditions
Part 5.20 Replaces Paragraph B –SUBCONTRACTORS AND
SUPPLIERS

C.

Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.

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- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor to indemnify Owner: Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. Sole negligence of Contractor: The sole negligence of Contractor or any of its Subcontractors;
 2. Concurrent negligence: The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and

3. Patent infringement: The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

- B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

See Supplemental Conditions
Part 6.03 A APPLICATION FOR PAYMENT

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.

- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.

- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.

- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:

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1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in chapter 39.76 RCW.

6.05 PAYMENTS WITHHELD

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- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

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- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES

7.01 CHANGE IN THE WORK

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

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any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

7.02 CHANGE IN THE CONTRACT SUM

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

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- b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.

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e. insurance and bond costs as set forth below.

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- (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

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Part 7 Replaces PART 7 CHANGES

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tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.

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The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

C. Change Order Pricing – Unit Prices

See Supplemental Conditions
Part 7 Replaces PART 7 CHANGES

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- c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;

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but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

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- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. Dates: The date on which facts arose which gave rise to the Claim;
 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
 9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or

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2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

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- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

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22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and

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3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
 1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
 2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance not terminated: Continue performance only to the extent not terminated

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- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

See Supplemental Conditions
New Sections 10.11.01 through 10.11.07

Section 00 72 00
GENERAL CONDITIONS
FOR WASHINGTON STATE FACILITY CONSTRUCTION

SUPPLEMENTAL CONDITIONS FOR JOB ORDER CONTRACTS

Last update July, 1 2016

1.01 Replaces Section 1.01 Definitions

- A. "Application for Payment" means a written request submitted by Contractor to the Owner, or if the Owner has retained an A/E for a Work Order, to the A/E for payment of Work completed in accordance with the Contract Documents and approved Work Order
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following, for the Contract or for an individual Work Order: (1) a change in the Work; (2) the amount of the adjustment in the Sum, if any, and (3) the extent of the adjustment in the Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- D.1 "Coefficient" is the Contractor's competitively bid price adjustment to the unit prices as published in the Unit Price Book. The contents and variations allowed in the "Coefficient" are further defined in the RFP and in this Supplemental Conditions document. The "Standard Coefficient" is for Work that is conducted during normal working hours (7:00AM to 5:00PM, Monday through Friday) and the "Non-standard Coefficient" is for Work that occurs during other than normal working hours (5:00PM to 7:00AM, Monday through Friday, and weekends and holidays). Coefficients may also vary according the location of the Work in a Zone specified in the RFP.
- E. "Contract" is the "Job Order Contract" as defined below in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated definitive Work Orders.
- E.1 "Contract Award Amount" is the "Minimum Committed Amount" of Work Orders stated in the RFP.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Job Order Contract and other Special Forms.
- F.1 "Contract Manual" means the volume assembled for the Request for Proposal (RFP) for the Job Order Contract that may include the bidding requirements, sample forms, and other Contract Documents.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including the Contract Award Amount and any amount for Work Orders that is above the Contract Award Amount.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" (also "Job Order Contractor") means the person or entity awarded the Job Order Contract who has agreed with Owner to perform Work in accordance with specific Work Orders, associated Project Documents, and the Contract Documents.

JOC Supplemental Conditions

- J. "Drawings" are the graphic and pictorial portions of the Project Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Final Acceptance" means the written acceptance associated with a Work Order issued to Contractor by Owner after Contractor has completed the requirements of the Project Documents.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Project Documents.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- M.1 "Job Order Contract" (JOC) is a contract between the Owner and a licensed contractor in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated definitive Work Orders for public works as defined in RCW 39.04.010. The Contract and individual Work Orders are further defined and/or limited in location, work content, term, and amounts by the RFP, and other requirements included in the General and Supplemental Conditions documents.
- M.2 "Minimum Committed Amount" is the minimum dollar amount of total Work Orders stated in the RFP that the Owner commits to expending.
- N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time or individual Work Order begins to run.
- O.1 "Open Contract Sum" means the total sum of all open Work Orders. This term is used to set the parameters for bonding level and insurance requirements.
- P. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.
- T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- T.1 "Project Documents" means the documents associated with a specific Work Order and includes the scope of work, dollar amounts, schedule, Drawings and Specifications, and all addenda and modifications thereof.
- U. "Project Manual" see Contract Manual.
- V. "Project Record" means the separate set of Work Order Drawings and Specifications as further set forth in paragraph 4.02A.

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- W. "Schedule of Values" means a written breakdown allocating the total Work Order Sum to each principle category of Work, in such detail as requested by Owner. The Work Order and its attachments satisfy the requirement for a Schedule of Values.
- X. "Specifications" are that portion of the Project Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.
- AA.1 "Unit Price Book" is the book specified in the RFP containing specific prices to be used in establishing a price for a Work Order.
- AB. "Work" means the construction and services required by the Project Documents associated with a specific Work Order, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Project Documents.
- AC. "Work Order" is the negotiated and agreed definition of the work to be performed, considering the Work Order Request and Proposal Order Proposal. The contents of the Work Order are further defined in Section 10.11.04 of these Supplemental Conditions.
- AD. "Work Order Request" is an order issued by an Owner to the Contractor for a definite scope of work to be performed pursuant to a Job Order Contract. Section 10.11.02 of these Supplemental Conditions describes what is to be included in the definite scope of work.
- AE. "Work Order Proposal" is a proposal from the Contractor for the work requested in a Work Order Request. The contents of the Proposal are further defined in Section 10.11.03 of these Supplemental Conditions.
- AF. "Small business" RCW 39.26.010(21) means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:
 - (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - (i) Fifty or fewer employees; or
 - (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
 - (b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.
- AG. "Veteran-Owned Businesses" In accordance with Executive Order 13-01-Veterans Transition Support, the Department of Enterprise Services (DES) shall set a target of awarding at least five (5) percent of all procurement contracts to certified veteran-owned businesses. The Department of Veterans Affairs (DVA), in consultation with DES, will establish agency reporting standards and protocols.

1.02 Replaces Section 1.02 ORDER OF PRECEDENCE

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Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.

1. Signed Public Works Contract, including any Work Orders, Change Orders, and any Special Forms.
2. Supplemental Conditions for State Facility Construction Using Job Order Contracting.
3. Special Conditions for Job Order Contracts.
4. General Conditions.
5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings--in case of conflict within the Drawings, large-scale drawings shall take precedence over small-scale drawings.
7. Signed and Completed Form of Proposal.
8. Instructions to Bidders.
9. RFP
10. Advertisement for Bids

1.02 Replaces Section 1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

1. The Contract Award Amount less the actual total amount payable by Owner to Contractor for work performed is reasonable compensation if the Owner fails to issue the Minimum Committed Amount of Work Orders stated in the RFP.
2. Contractor has carefully reviewed the Contract Documents and satisfied itself as to the typical or probable nature, locations, character, quality and quantity of the potential Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents.
3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and have sufficient experience and competence to do so.
5. The Unit Price Book prices, multiplied by the appropriate Contractor-proposed Coefficients and City Cost Index, when used as the basis for a Work Orders and Change Orders as described in this document, are reasonable and complete compensation for the Work.

2.02 Replaces Section 2.02 – COVERAGE LIMITS, INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on the State of Washington Certificate of Insurance form SF500A, dated 07/02/92 or the ACCORD form.

B. Required Coverage

1. For a contract less than \$100,000.00, the coverage required is:

- a. Public Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.
- c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.

2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,500,000.00
General Aggregate Limits (other than products – commercial operations)	\$5,000,000.00
Products – Commercial Operations limit	\$5,000,000.00
Personal and Advertising Injury Limit	\$2,500,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

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- 4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

- 5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)
 - a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Environmental Impairment Liability insurance for the hazardous substance removal as follows:

EACH OCCURRENCE	AGGREGATE
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.
 - 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
 - 2) Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.

 - b. For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The state of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.04 Replaces Section 2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for all open Work Orders, Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

AIA Payment Bond and Performance Bond forms A312 are required by the Owner for the work of this contract. These forms must be obtained from the Contractor’s bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.06 Replaces Section 2.06 BUILDER’S RISK

- A. Contractor shall purchase and maintain property insurance in the amount of Four Million Dollars (\$ 4,000,000) including all Work Orders and Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. For projects not involving New Building Construction, ‘Installation Floater’ is an acceptable substitute for the Builder’s Risk Insurance.”

- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's sub-consultants, separate contractors described in section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.02 Replaces Section 3.02 – CONSTRUCTION SCHEDULE

3.02 PROGRESS SCHEDULE

- A. Contractor shall submit with each Work Order Proposal a Progress Schedule for the Work. The Schedule shall indicate proposed Work Order start date, on-site date, constraining dates indicated by Owner on Work Order Request, constraining dates in the Contractors work that might affect Owner, such as utility shutdowns and access or use limitations of the site, key dates of interest such as start or complete of subcontractors efforts, and Substantial and Final Completion dates. Any mutually-agreed adjustments to this Schedule will be incorporated by Work Order authorized start date.
- B. The Progress Schedule shall be submitted in a form acceptable to the Owner and be capable of being transmitted electronically.
- C. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise agreed by Owner and Contractor, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.
- D. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone on the Progress Schedule. Contractor shall indicate the expected duration of the delay and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 Replaces Section 3.03 OWNER'S RIGHT TO SUSPEND THE WORK CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of any Work Order for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work Order work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:

1. Cancel the written notice suspending the Work Order Work; or
 2. Terminate the Work Order Work covered by the notice as provided in the termination provisions of part 9.
- C. If a written notice suspending the Work Order Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Contractor shall be entitled to an equitable adjustment in the Work Order Contract Time, or Work Order Contract Time, Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in part 7.

3.07 Replaces section 3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Timely performance and completion of the Work Order Work is essential to Owner and time limits stated in the Work Order are of the essence. Owner may incur serious and substantial damages if Substantial Completion of the Work does not occur within the Work Order Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages may be included in a Work Order at the option of the Owner.
2. The liquidated damage amounts set forth in the Work Order will be assessed not as a penalty, but as liquidated damages for breach of the Work Order. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Work Order.

B. Actual Damages

Actual damages will be assessed for failure to achieve Final Completion of a Work Order within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 – Replaces Part 4 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.005 NEW SECTION TITLE: DESIGN REQUIREMENTS AND DESIGN DOCUMENTATION

Design Requirements are to be included in a Work Order Request and are intended to document Owner requirements for basic physical objectives to be achieved by accomplishing the work and any specific required design features. The Design Requirements shall include sufficient information on location, dimensions, quantities, physical interfaces with existing structures and systems, and desired functional characteristics, so that the Contractor can proceed with a Work Order Proposal. If the Owner does not also provide Design Documentation such as sketches, lists, Specifications, and Drawings, the Contractor can proceed with preparation of an appropriate level of detail of Design Documentation, as necessary for preparing the Work Order Proposal, with the approval of the Owner. The Contractor-prepared Design Documentation is subject to the review and approval of the Owner as part of the Work Order Proposal negotiation. Any additional Design Documentation prepared by the Contractor during the course of the Work is also subject to Owner review and approval.

4.005.1 Design Documentation requirements will be defined in the Work Order Request and will be tailored to be appropriate for the complexity and size of the requested Work.

4.005.2 Owner approved design work over and above that required by Paragraph 4.03 shall be indicated on the Work Order Proposal as separate line items. If Owner and Contractor agree, the design work may be covered by a separate Work Order.

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. The intent of the Design Documentation is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Design Documentation, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the Owner in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or other agreed types of Design Documentation or written modifications, or Shop Drawings where required, unless agreed otherwise in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner.

4.02 PROJECT RECORD

- A. Contractor shall legibly mark in ink on a separate set of the Design Documentation all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. "Shop Drawings" means any documents and other information required to be submitted to the Owner by Contractor pursuant to the Work Order or Contract Documents, showing in detail: the

proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings, if required include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work on a particular Work Order or as required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to Owner without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for Owner review. Owner will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner has approved or taken other appropriate action. Owner shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Work Order or Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Shop Drawings by Owner, shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Owner approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Work Order, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to Owner for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. The Drawings, Specifications, and other documents provided by Owner are instruments of service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents provided by Owner; the Owner shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to Owner, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents provided by the Owner, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents provided by Owner appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5.01 – PERFORMANCE

Replaces Paragraph B & D

- B. The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Contractor in his bid amount

Add New Section 5.02 D – PERMITS, FEES, AND NOTICES

- D. The General Contractor shall submit copies of each valid permit required on the project to the Owner's representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

PART 5.04 Replaces Paragraph A – PREVAILING WAGES

- A. The Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

The Contractor shall strictly adhere to the rules and regulations applicable to Job Order Contracting administered by the Department of Labor and Industries (L&I), Prevailing Wage Division. Contractors may contact L&I Prevailing Wage Support at (360) 902-5335 or e-mail pw1@lni.wa.gov.

PART 5.06 NONDISCRIMINATION

PART 5.20 Replaces Paragraph B – SUBCONTRACTORS AND SUPPLIERS

- B. Prior to submitting the first Application for Payment, Contractor shall furnish in writing to Owner on Owner provided form(s) the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of \$2,500.00. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

Every month for the duration of your contract, submit the following payment information through the DES Diversity Compliance program (B2Gnow) at:

<https://des.diversitycompliance.com/>:

- Payments received by the prime contractor from the Agency
- Payments paid to each subcontractor, including all lower tier subcontractors
- Payments paid to each supplier

For B2Gnow account login or account creation details, please refer to the "A. INSTRUCTIONS TO JOB ORDER CONTRACT BIDDERS – 8. WASHINGTON STATE DIVERSE BUSINESS GOALS" and <http://www.des.wa.gov/services/facilities/Construction/Forms/Pages/Forms.aspx>

Part 6.02 Replaces Part 6.02 SCHEDULE OF VALUES

The Priced Item List and Non-priced Item List, with actual expenditures and commitments indicated (attachments to the approved Work Order) satisfy the requirement for a Schedule of Values. Payment for Work shall be made only for and in accordance with those items included in the Priced Item List and Non-priced Item List.

Part 6.03A Replaces Part 6.03A under APPLICATION FOR PAYMENT

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Priced Item List and Non-priced Item List. Each application shall be supported by such substantiating data as Owner may require.

PART 7 Replaces PART 7 CHANGES

7.01 CHANGES IN THE JOB ORDER CONTRACT WORK OR TIME

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work defined by a specific Work Order or of the Job Order Contract. These changes shall be incorporated into the Project Documents or Contract Documents through the execution of Change Orders. If any change ordered by Owner causes an

increase or decrease in the Work Order or Contract Sum or Time, an equitable adjustment shall be made and such adjustment(s) shall be incorporated into a Change Order or additional Work Order, at the option of the Owner. Further, the Contractor can request an equitable adjustment as defined in 7.02 if the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in a Work Order Sum in accordance with the following procedure. No change in a Work Order Sum shall be allowed to the extent that Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.

- B. If Owner desires to order a change in the Work, it may request a written Change Order or additional Work Order proposal from Contractor. Contractor shall submit a Change Order or Work Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Work Order Sum or Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- B.1 The COP shall be comprised of a Change Order form as the top sheet, and the price established and supporting information provided of the same type required to be included for a Work Order Proposal, as described in Part 10.11.01-.07
- C. Upon receipt of the Change Order or Work) proposal, or a request for equitable adjustment in the Work Order Sum or Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor, and provide written authorization to proceed with the Change Order or Work Order. Pending agreement on the terms of the Change Order or Work Order, Owner may direct Contractor to proceed immediately with the Work proposed. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Project and Contract Documents.
- D. The Change Order or additional Work Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order or Work Order, or related to the events giving rise to the request for equitable adjustment.
- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract or Work Order Sum or Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.

Add Paragraph F – CHANGE IN THE WORK

- F. 1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.
- 2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements

of Part 7 of the General Conditions and, Part 10.11.01-.07 as applicable. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. The Contract Sum shall only be changed by a Change Order. A Work Order Sum can be changed by Change Order or by issuing an additional Work Order. Contractor shall include any request for a change in the Contract or Work Order Sum in its Change Order proposal.
2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Work Order Sum in accordance with the following procedure. No change in the Work Order Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. A request for an equitable adjustment in the Work Order Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Work Order Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. Contractor shall not be entitled to any adjustment in the Work Order Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Work Order Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Work Order Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Project and Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the Progress Schedule. Failure to provide such additional information and documentation within the time allowed or within the format required

shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Work Order Sum, shall be determined by applying the Unit Cost Manual method for costing Work Orders as defined in the RFP Section E: Special Conditions for Job Order Contracts, Section 1.

7.03 CHANGE IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. A Work Order Time can be changed by Change Order or by issuing an additional Work Order. Contractor shall include any request for a change in the Contract or Work Order Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract or Work Order Time in accordance with the following procedure. No adjustment in the Contract or Work Order Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 - 1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract or Work Order Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Contractor shall not be entitled to an adjustment in the Contract or Work Order Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract or Work Order Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract or Work Order Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - 3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract or Project Documents provide entitlement to an equitable adjustment in Contract or Work Order Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the

format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract or Work Order Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract or Work Order Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract or Work Order Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
- D. Contractor may request compensation for the cost of a change in Contract or Work Order Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. The change in Contract or Work Order Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract or Work Order Time for which Contractor is not entitled to be compensated under section 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract or Work Order Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract or Work Order Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract or Work Order Sum that contributed to this change in Time:
 - A. cost of nonproductive field supervision or labor extended because of the delay;
 - B. cost of weekly meetings/similar indirect activities extended because of the delay;
 - C. cost of temporary facilities or equipment rental extended because of the delay;
 - D. cost of insurance extended because of the delay;
 - E. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract or Work Order Sum divided by the Contract or Work Order Time for each day of the delay.

10.11.01 NEW SECTION – PREPARATION AND AUTHORIZATION OF A WORK ORDER

Work Order Requests, Work Order Proposals, and Work Orders shall be prepared using the attached specimen forms or equivalent forms and programs agreed between Owner and Contractor. The forms in the agreed programs shall be capable of being transmitted electronically.

10.11.02 WORK Order Request

The Owner initiates a Work Order by issuing a Work Order Request to the Contractor. The Request will include Owner Requirements consisting of: an overall statement of work and objectives; desired start date, substantial completion date, and any other dates that might affect or constrain the Contractor or that are required by the Owner; any specific Owner design requirements such as dimensions, quantities, materials, finishes, component types or brands (see Part 4 – Specifications, Drawings, and Other Documents); and any liquidated damages (see 3.07). The Contractor and the Owner will then, as soon as possible, jointly conduct an on-site review of the requested Owner Requirements and Work, to clarify the requirements and Work. At the time of the on-site review the Contractor may begin preparing a Work Order Proposal based on verbal description of Owner Requirements and Work, but before the

Work Order Proposal is accepted and authorized by the Owner, the Request must be documented by the Owner on a Work Order Request form, at least to the extent that the accepted Work Order Proposal is referenced on a Work Order Request, for the record.

10.11.03 WORK Order Proposal

In response to a Work Order Request, the Contractor submits a Work Order Proposal. The Proposal shall contain the following:

As appropriate for the nature and amount of the requested Work, and to the extent that this information is not provided by the Owner with the Work Order Request, and with the agreement of the Owner, some or all of the following: drawings, sketches, specifications, narrative descriptions of design requirements, references to other applicable design and specification information.

Preparation by the Contractor of this design information can be, with pre-approval of the Owner, included as a Job Order Proposal statement of work item.

A Statement of Work, in listing format, on attached Form; this Statement of Work should contain all the Owner-provided statement of work items and such other work items that the Contractor requires completing all the Work associated with each item on Statement of Work, a Priced Item List based on the Unit Price Book. Each item on the Priced Item List will include the Unit Price Book number, quantity, unit price, Coefficient, price (quantity times x unit price x city cost index x coefficient), and whether the item will be subcontracted.

Also associated with each item of the Statement of Work, the Work Order Proposal shall contain an Non-priced Item List; the list shall identify, as applicable: item name, type of material, manufacturer name, part number, type of work, quantity, unit price for labor hour, labor hours, (if applicable), item price for material, and whether the item will be subcontracted.

The priced and non-priced item lists shall also contain provision for indicating for each item, upon application for payment, the percent complete, and price (expenditures and committed) to date based on the percent complete. This provision is intended to allow usage of the priced and non-priced item lists as a Schedule of Values, as described in 6.02.

Permits and other fees imposed by local jurisdictions shall be listed separately on a Work Order proposal as a reimbursable item and shall not be covered as part of the coefficient.

Progress Schedule, as described in 3.02

10.11.04 Work Order

Upon receipt of the Work Order Proposal, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable revisions to the Work Order Proposal with Contractor, at which time the Work Order Proposal becomes a Work Order. Owner's signed approval constitutes authorized Notice to Proceed with the Work Order. Contractor shall not proceed with any Work until it has obtained Owner's authorization. A Work Order shall be treated as a Contract as to applicability of requirements for Contract indicated in this document.

10.11.05 Work Order Checklist

The JOC will return the following checklist items to the Client Representative and/or DES Project Manager with your JOC Work Order proposal and Work Order Modifications. This documentation will assist DES in the review of scope and quantity validation.

- Narrative report of scope interpretation
- Proposal/Summary of work
- Schedule of Values/Project Cost summarized

JOC Supplemental Conditions

- Documentation of all items not found in RS Means (i.e. material quotes, unique items, subcontractor proposals)
- Drawings or sketches depicting scope of work (dimensions should be included)
- Photos of existing conditions
- Photos of work area and surrounding site
- Shop drawings (if applicable)
- Submittals (if applicable)
- Designate any long-lead material items
- Project schedule

10.11.06 Use of Unit Price Book

The unit price for each item to be used from the Unit Price Book is the “Bare Costs” column. Therefore Division 1, Items in 01-11, 01-21-16, and 01-31, should not be included on the Priced Item List. The price (unit price x quantity x city cost index x Coefficient) is the total amount to be paid to the Contractor for the item for self-performed items or subcontractor-performed items. Cost for building permits, inspection fees, utility hookup fees, and other jurisdictional fees should be included on the Work Order Proposals as separate line items, and not multiplied by the coefficient and city cost index, and actual cost indicated upon application for reimbursable payment.

10.11.07 Coefficient

A separate Coefficient should be used for normal-work-hours priced items and non-normal-work-hours priced items. The coefficient, when multiplied by a priced item price, quantity, and city cost index, will represent the total compensation to the Contractor for that item, including any apportionment to the individual item of any administrative and other indirect costs, overhead, and profit desired by the Contractor for a Work Order.

--END of JOC Supplemental Conditions--

SPECIAL CONDITIONS FOR JOB ORDER CONTRACTS

1. DEFINITION OF THE WORK ORDER PROJECT COSTS

The Work Order Project Cost is defined as the product of the appropriate JOC coefficient multiplied by the Contractor's estimate (the total of RS-Means unit price and non-priced items included in the project scope) for the work, plus the Washington State Sales Tax. The agreed to Work Order Cost must be within the Owner's budget.

2. DEFINITION OF THE JOC FEE: The JOC Coefficient includes the following Contractor's expenses, overhead and profit:
- A. All expenses of the Contractor for participation in and support of the construction of the project. The fee will include, but not be limited to:
 - i. Staff and consultant costs and benefits to include costs by the Contractor's firm for taxes, all B&O taxes for the cost of the work, contributions, assessments, and benefits required by law or collective bargaining agreements. For personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, are considered to be provided within wages and salaries paid.
 - ii. All travel expenses.
 - iii. Solicitation of Subcontractors. The Contractor's firm shall manage the printing and distribution of bid packages.
 - iv. All reproduction, phone, and facsimile, charges, postage, and so forth.
 - v. All office support of the Contractor's firm for this project including direct costs, indirect costs, company overhead, and so forth.
 - vi. Legal Expenses incurred in the administration of the contract and subcontracts.
 - vii. The "Partnering" process between the Owner and Job Order Contractor that is required throughout the project.
 - B. Bonds and Insurance
 - i. Performance & Payment Bond: The Contractor shall include within its coefficient the cost for providing a payment & performance bond, including WSST. Upon award of the Contract the Contractor shall be required to provide a master Payment and Performance Bond in the amount of four million dollars (\$ 4,000,000) and a Certificate of Insurance.
 - ii. General Liability Insurance: For the duration of the project, the Contractor shall carry liability coverage in accordance with the Supplemental Conditions.
 - iii. Builder's All Risk Insurance: The Contractor shall carry Builder's all-risk insurance, covering perils such as fire, flood, earthquake, and other natural disaster. The coverage shall be accordance with the Supplemental Conditions.
 - C. Survey, Building Lines, Testing Quality Control
 - i. Survey: When applicable to a specific Work Order, a site survey and topographical map will be provided by the Owner; the Contractor will establish a site bench mark, site corners, the location of on-site improvements, and off-site access and utilities. The Contractor shall establish survey markers, site controls, and building lines on the site, from the general survey, as required for a specific Work Order.

SPECIAL CONDITIONS FOR JOB ORDER CONTRACTS

- ii. Testing: The Owner shall pay for separate quality assurance testing. Such testing will be coordinated by the Contractor.
3. CONTRACTOR STAFFING: The Contractor shall provide for sufficient and appropriately skilled staff and support to implement the quality control program described in Section 4 below. In addition, the project manager or superintendent shall be available to perform weekly site inspections with the Owner for the duration of each Work Order Project.
4. JOC QUALITY CONTROL
 - A. General
 - i. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The Quality Control (QC) system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations, both on-site and off-site, that complies with Contract and Work Order requirements and are keyed with the construction schedule. The Contractor shall review and certify as correct, complete, and in compliance with project document requirements all shop drawings and lists of materials, fixtures and equipment as required by technical specifications.
 - ii. Quality Control is the sole responsibility of the Contractor.
5. WASHINGTON STATE SALES TAX (WSST)

Washington Sales Tax is due on the amount of each Work Order. WSST is to be paid to the Washington State Department of Revenue by the Contractor.
6. SUBMITTAL OF REQUESTED INFORMATION

Per RCW 39.10.460, the Contractor, at any time, upon request by a public body, shall submit the following information:

 - A. A list of work orders issued;
 - B. The cost of each work order;
 - C. A list of the subcontractors hired under each work order;
 - D. A copy of the intent to pay prevailing wages and the affidavit of wages paid for each work order subcontract; and
 - E. Any other information requested including, but not limited to, cost of each subcontract value per work order.

--END of JOC Special Conditions--



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

RETAINAGE INVESTMENT

Job Order Contractor _____
Contract No. _____
Project Description Job Order Contracting Services
Location _____

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to Engineering & Architectural Services. This form will be transmitted to the Client Agency for further action in preparing the escrow agreement.

Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Client Agency.

CONTRACTOR'S OPTION

_____ I do not request retainage on the above contract to be invested.
_____ I hereby request retainage on the above contract be invested.
_____ I hereby request retainage on the above contract be invested and converted into bonds and sureties.
_____ Retainage Bond

Signature

Date

Contract No. _____
Project Description Job Order Contracting Services
Location _____
Date _____

**STATE OF WASHINGTON PUBLIC WORKS
JOB ORDER CONTRACT (JOC)**

For DEPT. OF ENTERPRISE SERVICES, FACILITY PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this ___ day of ___, ___, shall be the agreed basis for performing the following work by and between the State of Washington, Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as the Owner, and

Telephone _____
E-mail _____

hereinafter referred to as the Job Order Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: Contents of Contract

The Job Order Contractor accepts the relationship of trust and confidence established by this Contract. The Job Order Contractor further agrees to cooperate with all interested parties and utilize the Job Order Contractor's best skills, efforts, and judgment in furthering the interests of the Owner.

The contract documents shall include, but shall not be limited to this Contract, the accepted Bid Proposal, the ___ (insert project number) Job Order Contract Manual, and the Request for Proposals.

SECOND: Time of Completion

The work as agreed to in this Contract shall commence upon the receipt of the Owner's Notice to Proceed. The Job Order Contract shall be completed at the end of twenty-four months from the date of the Owner's Notice to Proceed, unless modified and approved by the Owner and the Job Order Contractor.

The Job Order Contractor agrees to coordinate with the Owner to develop an acceptable schedule for the work under each Work Order and shall be required to adhere strictly to the performance schedule established in each Work Order. The Job Order Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain a specific monetary sum for each calendar day thereafter that the work for each Work Order remains uncompleted. The sum is agreed upon as the liquidated damages that the Owner will sustain in case of failure of the Job

Order Contractor to complete the work prior to the date of substantial completion for the specific Work Order. This sum is not to be construed as a penalty in any sense.

THIRD: Contract Cost and Bid Coefficients

- A. First Year Not to Exceed Contract = \$ _____
- B. Not to Exceed Contract over the first two years = \$ _____
- C. If extended one year, Not to Exceed Contract over three years = \$ _____
- D. Minimum Committed Contract Amount = \$ _____
- E. Coefficients to be applied to Unit Cost Manual:**

Region	Work Hour	Bid Coefficient
Eastern	Standard	
	Non-standard	
Northwestern	Standard	
	Non-standard	
Southwestern	Standard	
	Non-standard	

FOURTH: Reporting Requirements

The contractor is required to register and create an account in the DES Diversity Compliance program (B2Gnow) at <https://des.diversitycompliance.com>. The contractor must maintain accurate and timely business contact information, contract, and payment information within the B2Gnow system until the contract is no longer active in the B2Gnow system.

The contractor has the option of utilizing Washington Electronic Businesses Solution (WEBS) website to certify as a small business at <https://fortress.wa.gov/ga/webs/home.html>, certifying as a Veteran-owned Businesses with the Department of Veterans Affairs at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses>, or certifying as a minority or woman owned business with the Office of Minority and Women’s Business Enterprises (OMWBE) at <http://omwbe.wa.gov>.

When requested by the Owner, the Job Order Contractor agrees to provide the following information (reference RCW 39.10.460):

- a list of Work Orders issued
- the cost of each Work Order
- a list of the subcontractors hired under each Work Order
- the cost of each subcontract under each Work Order

IN WITNESS WHEREOF: The said Department of Enterprise Services, Engineering & Architectural Services, has caused this Contract to be subscribed in its behalf, and the said Job Order Contractor has signed this Contract the day and year first above written.

Contractor:

Owner:
Department of Enterprise Services

Engineering & Architectural Services

By _____

By _____

William J. Frare, P.E.

Title _____

Title Assistant Director

Date _____

Date _____

Washington State Contractor's

License No. _____

UBI. NO. _____

contract

SAMPLE

Contract Transmittal

Date

RE: Contract No.

Contract Title

Department of Enterprise Services

The Instructions for Bidders require that the signed contract, payment and performance bond, and certificate of insurance be returned to the Department of Enterprise Services within fifteen (15) days after your receipt of these documents.

Find enclosed:

1. The Job Order Contract for your signature.
2. The Certificate of Insurance and memo for your insurance agent to complete.
4. The Retainage Investment form for your signature.

Please return or have these documents to this office for verification and signature by our Contracting Officer. Copies of the contract will be distributed when executed. NOTE: Transmittal of the contract for signature and the request for insurance and bond does not obligate the State to proceed with award. The contract is not binding upon the State of Washington until it has been duly signed by the State's contracting officer.

Sincerely,

John Doe

JOC Program Coordinator

Enclosures

Bond and Insurance Notification Form

Date

TO: Insurance Agent for
Job Order Contractor Firm

RE: Contract No.
Contract Description
Department of Enterprise Services

Job Order Contract Firm has been awarded a construction contract with the State of Washington for the above-referenced project.

The bid documents for this contract require that the Job Order Contract Firm provide the State of Washington with a signed contract, bond and insurance within fifteen (15) days of receipt. It is therefore essential that you provide the contractor with the bonds and insurance as soon as possible. Please refer to the attached Insurance and Bonding Requirements.

Please note that the payment and performance bonds shall be written on the AIA Form A312 for the amount of four million dollars (\$ 4,000,000) and that Builder's Risk or Installation Floater insurance coverage is required in the amount of \$4,000,000. Include the contract number and project name on all documents.

We would like a preview a scanned copy of these documents before finalizing. My email address is: john.doe@des.wa.gov.

Should you have questions, please contact me. Thank you for your assistance.

Sincerely,

John Doe
JOC Program Coordinator

Attachments



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

—

—

—

—

RE: Contract No. ___, Work Order No. ___
Project No. ___

—

NOTICE TO PROCEED

This is your official notice to proceed with the work for Work Order No. ___ on ___. Enclosed is a copy of our executed Work Order.

Please complete and have approved by L & I the “Intent to Pay Prevailing Wages” forms for yourself and any Subcontractors. These forms must be submitted to me with your first invoice voucher.

In accordance with the “*General Conditions for Washington State Facility Construction, PART 5.20*”, the Contractor shall provide all subcontractor/supplier and payment data on a monthly basis. This information must be entered into the DES Diversity Compliance system (B2Gnow) at <https://des.diversitycompliance.com>. Failure to do so may result in Owner withholding payment. Invoice voucher forms and instructions can be obtained at <http://www.des.wa.gov/services/facilities/Construction/Forms/Pages/Forms.aspx>.

Should you have any questions or concerns, please call me at (360) 407-___.

Sincerely,

pm
title

—:—

cc: agency

comntpJOC

**CITY OF SHORELINE
REQUEST FOR PROPOSALS
RFP 9596**

Job Order Contracting (JOC) Consulting Services
Submit no later than March 17, 2020 4:00 p.m. Exactly Pacific Local Time

The City of Shoreline, Washington is soliciting proposals (RFP) from qualified consultants to develop, implement, and support a Job Order Contracting (JOC) program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures.

Primary Objectives

The objectives of the City’s JOC program are to rapidly engage contractors in the performance of small to medium sized public work projects; to reduce construction, design, and planning costs; and to develop relationships and contracts with contractors to more quickly and efficiently respond to emergency situations.

Background

During the 2019 Legislative Sessions, RCW 39.10.410.420 - .460 was amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of job order contracts will benefit the public. The JOC program is anticipated to be utilized in many different departments/divisions including Public Works Engineering & Construction, Road Maintenance, Wastewater, Surface Water, Facilities, Parks, Recreation and Cultural Services and other public works areas/projects.

Preliminary Timeline

RFP Release	February 21, 2020
Deadline for Written Inquires	March 10, 2020
Proposals Due	March 17, 2020
Interview Top Candidates	March 24-26, 2020 (if needed) *
Selection	March 2020 *
Contract Executed	April 2020 *

**dates are approximate*

Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

- A. Development Stage: The successful consultant shall work with the City to develop the JOC program. Program development includes meeting with various departments and divisions to assess their needs for this program and then preparing and proposing a JOC program which will most effectively meet the City’s requirements.

- B. Request for Proposal Stage: The successful consultant shall work with the City to develop specifications, terms, and conditions for a Request for Proposal (RFP) to contract with one or two contractors as determined in the Development Stage. Successful consultant will also assist with the evaluation of the proposals submitted.
- C. Implementation Stage: Successful consultant shall assist the City with implementation of the JOC Program including training for both the contractor(s) and City staff. Training shall include administration, performing estimates, and reconciliation. Successful consultant shall work with City to create and document all processes and forms needed to successfully implement the JOC Program.
- D. On-Going Program Support: Successful consultant shall assist City with initial and on-going job orders and follow up as needed. Successful consultant shall also provide updates for unit price book. Books must be updated at least annually. If the awarded contract includes software, the consultant shall also provide on-going technical support and training for the software.

Schedule

The proposed timeline is to engage in the consultant's services starting in April 2020, resulting in a JOC Program by November 2020. The contract term will be effective upon the date of contract execution for two years with the option to renew for two additional one-year terms. Contract prices shall remain firm during the contract term.

RFP Evaluation Components/Criteria

Submittal Requirements

One (1) unbound original and One (1) CD or flash drive in pdf format of the RFP shall be submitted to the City of Shoreline, City Clerk's Office – RFP **9596**, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905. The deadline for proposals by interested parties is **March 17, 2020** by 4:00 p.m. Exactly Pacific Local Time. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of qualifications. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.

Questions related to this solicitation may be directed to Janet Bulman, Purchasing Coordinator, jbulman@shorelinewa.gov. Questions via phone will not be accepted. The deadline for questions is March 10, 2020 by 4:00 p.m. All substantive questions and answers will be formalized and issued as an addendum to this RFP.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, 8 1/2" by 11" typewritten pages (min. 12 point font). The submittal shall be no more than 12 pages, not including resumes and Unit Price Book sample. The following format and content shall be adhered to by each firm and presented in the following order:

A. Executive Summary

An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed.

B. Approach

1. Methodology(ies): This section should clearly describe your approach in developing, implementing, and supporting a JOC program including how training is accomplished for both contractor(s) and City staff and the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan.
2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff.
3. Unit Price Book: Respondents shall propose the use of a unit price book for JOC cost reference and determination. Respondents may propose the use of their own unit price book, propose to create a new book, and/or propose the use of a unit price book from a third-party source, or a combination of any of the fore mentioned. Identify what type of unit price book is proposed and provide a representative snapshot sample.

Tasks and prices in the unit price book(s) must reflect the local prevailing and other wage requirements of applicable local laws in King County and the State of Washington. Please provide the following information on the unit price book:

- 1) Revision cycle (when was it last updated/when is it scheduled to be updated):
 - 2) Revision methodology
 - 3) Price collection methodology
 - 4) Approach to localizing prices
 - 5) Anticipated number of materials, labor, and equipment line items
 - 6) Maturity of book (how long has it been published/in use)
 - 7) Other relevant factors to describe the quality or comprehensiveness of the book.
4. Software: Respondent may propose software that will be helpful in the implementation of this program. Respondent shall be very specific on the cost of the software, the complexity of using it, training to be provided, and whether this software is optional, recommended, or required for implementation.
 5. Project Organization and Staffing: Describe the qualifications and experience of key personnel who will be assigned to this project. Identify each by their proposed role and the percentage of time they will be committed to the City. Include for each their name and current, pertinent resume. Identify and provide the same information for any proposed subcontractors.
 6. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

C. Related Experience

Describe recent (within the last 4 years), directly related experience in JOC program development and implementation. Briefly describe each project and for each

reference provide up-to-date individual contact name with email and phone number. Provide the size, scope, and dates of each project. At least four references should be included. The City reserves the right to contact any organizations or individuals listed

D. Statement of Experience

The respondent is required to provide evidence of experience in working with local agencies to develop, implement, support and train all parties in a successful JOC program. The experience listed must be that which was performed by the respondent's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. The RFP shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline.

E. Cost

Provide estimate of cost for services, initial and on-going costs of proposed software, and other costs that may be incurred to develop, implement, and support a JOC program.

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
Approach	Maximum 30 Points
Related Project Experience	Maximum 20 Points
Expertise of Project Team	Maximum 20 Points
Cost	Maximum 30 Points
Maximum Points	Maximum Points 100

The proposals will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

Any individual or firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified by mail by the City as soon as practical.

Proposals remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposers shall mark as "proprietary" any information that the Proposer believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

The City of Shoreline, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Attachment: City of Shoreline Sample Contract Document



Contract No. _____
Brief Description: _____

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and _____, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of an itemized invoice or billing voucher in the form set forth on Exhibit B. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. Mail all invoices or billing vouchers to: Accounts Payable, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905 or email to accountspayable@shorelinewa.gov.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20_____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less

all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. The Consultant acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): _____.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

19. Captions.

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

20. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)

Sample Contract Document

Best Practices for a Successful Job Order Contracting (JOC) Program



Introduction

Job Order Contracting (JOC) is a flexible construction project delivery method. JOC can accommodate virtually all procurement and procedural requirements and can be used to complete a wide variety of facility and infrastructure work. As a result, not all JOC programs are the same.

Gordian, the inventor of JOC, has implemented and supported hundreds of JOC programs across the country, serving thousands of owners. All successful programs have incorporated most or all the following best practices.

Best Practices for JOC Program Implementation

Develop an Accurate and Comprehensive Unit Price Book

At the heart of every JOC program is a **Unit Price Book**, the document that will be used as the basis to competitively-award JOC contracts and price every Job Order once the contract is in place. The quality of the Unit Price Book is critical to the success of any program. A comprehensive and accurate Unit Price Book allows the parties to focus on completing projects. That is how JOC is supposed to work.

Conversely, generalized or generic Task descriptions, inaccurate pricing and missing Tasks all put a strain on the Owner-Contractor relationship as the parties work through the tough pricing issues.

JOC Terminology:

- **Job Order** – A written order issued by the Owner requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price.
- **Adjustment Factor** – The Contractor’s competitively bid or negotiated adjustment to be applied to the Unit Prices listed in the Unit Price Book
- **Job Order Price** - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work
- **Value Engineering** - An organized effort directed at analyzing designed building features, systems, equipment and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability and safety.
- **Task** - A task set forth in the unit price book, which includes a description of the task, a unit of measure and a unit price.
- **Non-Prepriced Task** – A Task not in the Unit Price Book.

Creating Accurate Task Descriptions. All Task descriptions should be specific and accurate, so the Owner gets exactly what they pay for. Certain construction materials (paint, conduit, lumber) can be described in generic terms, but the Task description should contain specifics about the material (e.g. size, thickness, type of material, etc.) and use the recognized industry standard terminology (gypsum board vs. drywall). For other materials, the Task description should reference the salient features of the product, reference industry standards (e.g. ANSI, BHMA) or a manufacturers series number or model number.

The price of commercial water closets, for example, varies significantly. Using generic Task descriptions (such as floor mounted water closet) when a more specific Task description is needed (manufacturer and model number), will lead to arguments about quality and pricing, will delay finalizing the Job Order, and may result in the Owner overpaying.

The Unit Price Book should establish and follow an order of preference for creating accurate Task descriptions. If generic terms do not provide a sufficient description to avoid confusion, then describe salient features of the product. If that doesn't work, reference industry ratings or standards, and so on.

Sample order of preference for a Task description:

- (1) Use generic terms such as ¾ bluestone gravel, RGS conduit, CDX plywood, etc.
- (2) Specifically describe the salient features of the product (Exterior Cutoff Wallpack, 100 HPS, Electronic Ballast, Powder Coated Aluminum Housing, Polycarbonate Lens).
- (3) Reference industry ratings or standards which describe the quality and characteristics of the product (Entrance/Office Lockset, Locked with Key Outside and Push Button Inside, F82 (Industry Designation for Operation), Grade 1 (Industry Designation for Quality), US 26D (Industry Designation for Type of Finish)).
- (4) List a manufacturer and series number (Overhead Door Closer, Parallel Arm, LCN 4000 Series).
- (5) List manufacturer and model number (Top Cast Kitchen Faucet, Gooseneck, 2 Blade Handles with Spray, Delta Model 2167).

✓ *Accurate and detailed Task descriptions are critical to prevent changing a competitively-awarded JOC contract into a negotiated contract.*

Include Specific Demolition Unit Prices. Most of the work performed through JOC are renovation, repair and replacement projects. Therefore, the Unit Price Book should include Unit Prices for demolishing and removing all materials. Not just generalized demolition prices such as “demolish door lockset,” but specific demolition Unit Prices for each Task. For example, there is a difference between demolishing a bored lockset and a mortised lockset. Without specific demolition Unit Prices, the Owner will be required to negotiate costs. In addition to creating an administrative burden, it will change the nature of the contract from a competitively bid contact to a negotiated contract.

Account for Quantity Discounts. There can be significant cost savings when doing large quantities of the same work, such as painting, installing ceilings tiles and pouring concrete slabs. Tasks should have modifiers which adjust the Unit Price for quantity discounts (e.g. from 1,000 to 5,000 square feet). A Unit Price Book that does not feature quantity discounts will not be accurate and will deprive the Owner of these savings.

Use Local Prices. The Unit Prices appearing in a Unit Price Book should be calculated using only local labor, material and equipment costs. This will result in more accurate Unit Prices, instill confidence in bidders and result in more competitive pricing.

When Unit Prices are not calculated using local costs, some Unit Prices will be too high and some will be too low, and the Contractors will bid a higher Adjustment Factor to avoid losing money on the lower priced Tasks. An accurate Unit Price Book, based on local costs, allows Contractors to be more competitive.

Unit Price Books that feature national average pricing and adjust to the local market by applying an area cost index will not result in accurate Unit Prices for all Tasks. Gordian does not consider this approach to be a best practice.

Exclude Profit and Overhead. Profit and overhead should not be included in the Unit Prices for each Task. Profit and overhead should be included in the Contractor’s Adjustment Factor.

✓ *Profit and overhead should not be included in the Unit Prices for each Task. Profit and overhead should be included in Contractors’ Adjustment Factor.*

Use Weighted, Current Wage Rates. The Unit Price Book should include Tasks for trade labor by the hour based on the current wage rates including fringe benefits, Social Security, Medicare taxes, workers’ compensation, unemployment insurance, employee benefits and other labor related costs. Those hourly rates should be used to calculate each Unit Price. There are several reasons to do this:

- Listing the hourly rates for each trade used to calculate the Unit Prices will provide important information that will be useful to bidders in calculating their Adjustment Factors.
- The most efficient way to pay for miscellaneous work is by labor hour. Having the Tasks for each trade by the hour will simplify the payment process.
- Hourly rates will also be used to calculate Non-Prepriced Tasks performed with the Contractor’s own forces.

Include Only Tasks for the Anticipated Work. A Unit Price Book should be tailored for the type of work the Owner will accomplish. It should include those Tasks that are appropriate for the anticipated work and exclude those Tasks that are not. For example, a K-12 school system does not need Tasks for wastewater treatment plants. During the bidding process, Contractors want a general understanding of the type of work they will perform to more accurately calculate the Adjustment Factors. Ambiguity causes Contractors to increase Adjustment Factors to mitigate risk. Their concerns will not be assuaged by statements like, “We will never order those Tasks,” or “Don’t worry, we won’t ask you to perform that type of work.” Precision and accuracy decrease risk and lower bids.

The Unit Price Book should also feature products and materials that meet the Owner’s standards. A university system that has standardized classroom locksets, for example, should only use a Unit Price that includes those standard locksets. Same is true for floor tile, ceiling tile, doors, plumbing fixtures, windows, roofs and more. This precision around standards will ensure the Contractor has a clear understanding of the performance specifications required for each installed Task.

Set Rules for Application. A Unit Price Book should also include clear rules and guidelines for its application. Including this information as part of the Unit Price Book allows Contractors to understand the Unit Prices and bid a more competitive Adjustment Factor. It also improves the Job Order development process by eliminating arguments about what Tasks and charges may be included in the Price Proposal. Examples include:

- When can the Contractor charge for dumpsters, scaffolding or moving material on-site?
- Do the Unit Prices include the cost of material waste, and will the Contractor be paid only for installed quantities?
- When can the Contractor charge for project management services?
- What costs must be included in the Adjustment Factor?

Update Prices for Each Bid. The Unit Prices in the Unit Price Book should be updated for each new bid and calculated using only the most current wage rates, equipment costs and material prices.

Advertise, Select and Award JOC Contracts

JOC programs work best with high performing Contractors and getting those Contractors to bid on JOC contracts is essential to a successful program.

Award Based on Best Value Award. Most public Owners are required to award JOC contracts to the lowest, responsive, responsible bidder. Many successful JOC programs follow this requirement. However, if the Owner has the option to award JOC

contracts based on best value or some other qualification-based selection method and has a successful track record in awarding best value contracts, Gordian recommends this approach.

In creating the best value criteria, Gordian does not recommend making JOC experience a requirement for award or for awarding any points for JOC experience. Instead, the points system should focus on the bidder's construction experience, capability and successful track record in completing projects.

Recruit Contractors. Most public Owners must advertise construction contracts. In addition to the required advertisement and if the procurement rules allow it, Gordian recommends sending the advertisement to local Contractors that the Owner believes will be high performers, whether or not those Contractors have JOC experience. The details of the contract cannot be discussed with the Contractors before the pre-bid conference. The goal is to increase the pool of potential, qualified bidders that will attend the pre-bid conference.

Conduct a Comprehensive and Informative Pre-bid Conference. Gordian recommends conducting a mandatory comprehensive and informative pre-bid conference. This conference is an excellent opportunity to explain the contract and JOC process in detail and encourage new contractors to submit a bid. The pre-bid conference should include:

- A review of the key terms of the JOC contract
- The five-step process to develop a Job Order
- An explanation of the rules for preparing a Price Proposal, including a detailed discussion of what costs must be included in the Adjustment Factors
- A sample Price Proposal exercise
- A sufficient amount of time for questions and answers

Contractors unfamiliar with the JOC process may be somewhat hesitant to submit a bid. A detailed explanation of the JOC process and the benefits of participating in JOC contracts may convince a Contractor, experienced in construction but unfamiliar with JOC, to submit.

Use Program Management Software

The JOC process involves managing many projects. It is important to have comprehensive information management software built specifically for the JOC process that centralizes all the information and documents in one place.

The JOC software should at a minimum: generate formatted Price Proposals; offer a module to review, comment on and record changes to Price Proposals; track key project dates; generate independent estimates; store project documentation (plans, specifications, pictures, daily reports); record budgets; generate Owner specific forms (Notice of Joint Scope Meeting, Price Proposal, Job Order, etc.) and create management reports by project manager, Contractor, department, building group, etc.

The software should also:

- Contain several layers of security that can be customized by user and group
- Prevent the Contractor from altering the Unit Prices or Adjustment Factors after the contract is awarded
- Verify the calculations appearing in the Price Proposal (Unit Price x quantity x Adjustment Factor)
- Allow Contractors to enter notes to explain why Tasks are required or enter calculations justifying the quantity selected (The more information the Contractor can provide about how and why a Task and quantity were selected, the easier it will be for the Owner to understand and review the Price Proposal)
- Create a transparent, auditable record of each JOC project and each dollar spent by the Owner
- Be an internet based, SaaS system, allowing access anytime and anywhere through an internet connection
- Contain customizable fields to create a Contractor evaluation form for each Job Order

- ✓ *To ensure contract compliance, the JOC software must prevent the Contractor from altering the Unit Prices or Adjustment Factors after the contract is awarded.*

Software applications that are easy to use and understand work best and reduce the learning curve. The software provider must offer unlimited support and maintenance to encourage the Owner to maximize the tools available to deliver results through the JOC program. Software updates should be delivered automatically by the provider and not require the user to update the software.

Track Subcontractors Participation Goals. The software should also be capable of tracking subcontractor participation goals for Small Business Enterprises (SBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran-owned Small Businesses (VOSB), Disadvantaged Business Enterprises, etc.

Create Non-Prepriced Tasks. The software must enable the creation and tracking of Non-Prepriced Tasks and allow Contractors to attach the required quotes or other supporting documentation.

Document Program Procedures

A well run JOC program needs a formal set of written procedures. The procedures should detail each step in the process, from project selection and initiation to issuing the Job Order. The procedures should, at a minimum, answer some standard questions, including, but not limited to:

- Who can initiate a project?
- What should be discussed at the Joint Scope Meeting?
- Who must sign a Job Order?

The procedures will likely be different for each JOC program. However, every project executed under any JOC program must follow, at a minimum, the same five-step process to be effective:

- (1) Joint Scope Meeting - A meeting at the site is scheduled for those involved to discuss project and design details.
- (2) Detailed Scope of Work - A Detailed Scope of Work is prepared that describes the work the Contractor will perform.
- (3) Price Proposal - The Contractor prepares a Price Proposal by selecting the appropriate Tasks from the Unit Price Book, entering the required quantities, and applying the correct Adjustment Factor (unit price x quantity x Adjustment Factor).
- (4) Price Proposal Review -The Price Proposal is reviewed to ensure the Contractor has selected the appropriate Tasks and quantities and applied the correct Adjustment Factor.
- (5) Job Order Issued - Once the Price Proposal is approved, a Job Order is issued for the Contractor to proceed.

To have a successful JOC program, the Contractor and the Owner must follow the procedures.

Train Stakeholders

Training is a key component of any successful JOC program. All parties involved in the process (Owner, Contractor, consultants, etc.) should be trained thoroughly in the written procedures and the use of the software. The main goal of training is to make sure everyone knows each step in the process and to reinforce the importance of following the written procedures. Knowledge testing and situational reviews to confirm procedures are being followed are recommended, and refresher training courses should be provided, as needed. Regular meetings should be conducted to discuss issues that may arise or have arisen, and the solutions that will implemented to resolve those issues.

Best Practices for JOC Project Execution

Select Appropriate Projects

Owners generally have more than one way to contract for construction work. Using in-house staff, time and material contracts, design-build and the traditional design-bid-build process are all tools at an Owner's disposal. Ideally, Owners should match the project with the most efficient procurement process for that work.

Dollar Value Cap. Gordian does not recommend establishing an artificial dollar value cap for JOC projects. The dollar value of a project is not necessarily the best indicator of whether JOC is an appropriate procurement method. Rather, it is appropriate to consider all aspects of a project (type of work, complexity, time and scheduling restrictions, Contractor capacity and expertise, coordination issues, likelihood of changes, etc.) to determine whether JOC is an appropriate choice.

Gordian recommends using JOC for the following types of projects:

Time-Sensitive Projects and Emergency Work. For tight deadlines, JOC Contractors are already awarded, able to respond immediately and will be paid preset competitive prices. No negotiating high emergency rates.

Small- or Medium-Sized Projects. These projects can be scoped, priced and completed quickly. They are ideal for JOC.

Punch List Work on Traditionally Bid Projects. JOC is a great tool for completing the outstanding portions of work for a traditionally bid project.

Projects Lacking a Clear Scope. Since the Owner and Contractor both participate in the Joint Scope Meeting, the Contractor – the expert in that type of work – can help the Owner define the scope of work.

Advance Work for Large Projects. When planning for a large construction project, JOC can be used to perform preliminary work such as demolition, hazardous material abatement and site work.

Backlogged Projects. JOC Contractors can supplement in-house staff by completing backlogged projects or teaming with in-house staff and performing a portion of the work.

Maintenance, Repair and Operations (MRO). JOC contracts can be put in place to specifically address MRO work – quickly eliminating a backlog of pending work and keeping up with current MRO requests.

Projects with a Fixed Budget. Whether using a federal or state grant or on a fixed budget, using transparent and fixed Unit Prices, the Contractor can prepare a Price Proposal to maximize the work for the allotted budget. With traditional bidding, if the prices exceed the available budget, the project must be redesigned and rebid.

Replacement-In-Kind Projects. These projects generally require little design work and can be scoped and priced quickly. Using JOC saves the time and cost of preparing full plans and specifications and conducting a formal bid process.

Planning for Limited Scheduling Windows. With JOC, projects can be scoped and priced well in advance of limited scheduling windows for completing the work, such as school breaks.

End of the Year Funding. Owners sometimes scramble at the end of the fiscal year to commit available funds or risk losing the money. JOC projects can be scoped and priced quickly, allowing the Owner to obligate the funds.

No matter what project you select, each Job Order is issued using the same five step process.



Conduct a Joint Scope Meeting

The purpose of the Joint Scope Meeting is for the Owner, Contractor and other project stakeholders to meet at the site to see the project conditions, discuss the proposed work, consider Value Engineering options and to agree on the work to be performed.

Preparing for the Joint Scope Meeting. The Owner should develop a preliminary scope of work before the Joint Scope Meeting. This may include drawings, sketches and a list of material and equipment including manufacturer names and model numbers.

The Owner should also determine if there are any requirements for permits and controlled inspections and collect all available information and documents concerning the site and the work in place (e.g. Haz Mat reports, as-built drawings, etc.).

A list of the topics to be discussed at the Joint Scope Meeting should also be developed. Here is a recommended checklist:

- The work to be performed
- Presence of hazardous materials and testing required
- Permits – including drawings for permits
- Identify long lead time materials
- Protocol for workers entering the site
- Staging areas, signage and temporary fencing or partitions
- Construction schedule and work hours – with critical milestones and phasing requirements
- Controlled inspections, testing requirements
- Value Engineering suggestions
- Organization of Price Proposal – CSI, floor, room, phases, etc.
- Due Date for Detailed Scope of Work and for Price Proposal
- Open issues (identify who is responsible)

Determine who should attend the Joint Scope Meeting in addition to the Contractor. For example, architect, engineer, Haz Mat representative, facility-based personnel, end user, etc.

Send the Contractor the preliminary scope of work and the available information and documents concerning the site and the work in place before the Joint Scope Meeting. This will give the Contractor time to review the information and develop any possible questions and concerns. Based on this information, the Contractor may decide to invite certain subcontractors.

Scheduling the Joint Scope Meeting. Send each invitee a Notice of Joint Scope Meeting. To the extent possible, determine the following before the Joint Scope Meeting:

- Scheduling requirements, including the hours during which the Contractor can work and a date for all major milestones
- Access to the project site

Leading a Joint Scope Meeting. The Joint Scope Meeting should start with introductions of all parties present. Set the expectations and explain the five-step process, so everyone understands what is going to happen next. Then discuss the topics on the list you prepared in advance of the Joint Scope Meeting.

Review and document any pre-existing conditions and take thorough notes and photographs. It can be difficult to remember all the details of the work after you leave the Joint Scope Meeting. Making sketches during the Joint Scope Meeting can be helpful. Take field measurements with the Contractor and agree on quantities.

After the Joint Scope Meeting, everyone should share their pictures, sketches, quantities and notes. These pictures and documents should also be uploaded into the JOC software.

Write a Detailed Scope of Work

The purpose of the Detailed Scope of Work is to document the work to be completed. The Contractor will be paid the Job Order Price (value of the approved Price Proposal) for completing the Detailed Scope of Work within the Job Order Completion Time.

✓ *The Detailed Scope of Work (not the Price Proposal) will govern the work the Contractor is obligated to perform.*

Detailed Scope of Work Objectives.

- Accurately detail the work the Contractor will perform.
- Receive a more complete and more accurate Price Proposal.
- Decrease the effort required to prepare and review the Price Proposal.
- Decrease confusion and problems during progress inspections.

Detailed Scope of Work answers the following questions.

- What work the Contractor will perform?
- How much work the Contractor will perform (quantities if appropriate)?
- Where the work will be performed?
- What are the details of the work (type of equipment or material, specific manufacturer and model numbers where helpful)?

Supplement the narrative with the following, if helpful.

- Sketches prepared at the Joint Scope Meeting
- Marked-up As-Built drawings
- Digital photos with notes

Walk through the project in your mind.

- Write down the steps the Contractor will perform.
- Move through the project sequentially.
- If helpful, break down the Detailed Scope of Work into categories, phases or areas, such as 1st Floor, 2nd Floor, by Room or by phases.

When to include Tasks or quantities in the Detailed Scope of Work.

- If it helps, define the work – 10 windows, eight doors, five emergency exit lights, two pumps.
- If an agreement cannot be reached on the Tasks or quantities required – *“I need two flaggers for two days. I need four 20CY dumpsters.”*
- If a quantity is unknown before construction starts – e.g. new VCT floor will require some percentage of self-leveling underlayment, but you can’t determine the percentage before construction starts; or the amount of excavation necessary to reach a suitable subsoil is unknown.

- If disputed Tasks or quantities are included in the Detailed Scope of Work, you should also include a note in the Detailed Scope of Work that a Supplemental Job Order will be developed when the Tasks or quantities required are determined.
- If there are A/E drawings and specifications, you can refer to those documents in the Detailed Scope of Work and note exceptions or clarifications.

Helpful hints.

- Find an existing Detailed Scope of Work for similar projects to use as a template.
- Search for the project type online – results are typically informative.
- Incorporate manufacturer and model numbers for equipment or materials - plumbing fixtures, ceiling tiles, hardware, HVAC equipment, bathroom accessories, etc. This will clearly define the quality of the material and equipment and also help Contractor build a better Price Proposal.
- Find the balance between too much information vs. too vague.
- Focus on the end result (what Contractor must do), not on how the Contractor will perform the work.
- Get help from someone experienced in that type of work.
- If the work changes prior to issuing the Job Order, the Detailed Scope of Work must also be modified to reflect those changes.
- If the work changes after the Job Order is issued, develop a Supplemental Job Order with a new Detailed Scope of Work to account for the changes. The process for developing a Supplemental Job Order is the same five-step process. It is possible that because of the nature of the changes, a Joint Scope Meeting is not required. However, the Contractor should still be encouraged to suggest Value Engineering suggestions.

Preparing the Price Proposal

The Price Proposal is one part of the Job Order Proposal. The Job Order Proposal typically includes:

- Price Proposal
- Construction Schedule
- List of proposed subcontractors
- Other requested documentation such as cut sheets, sketches, quantity take-offs, etc.

The Price Proposal should be organized by categories (e.g. rooms, floors, phases, CSI, etc.) in accordance with the discussions at the Joint Scope Meeting and any requirements included in the RFP.

The Price Proposal should include:

- Only the Tasks required to complete the Detailed Scope of Work
- Accurate quantities for each Task
- The correct Adjustment Factors
- Quantity calculations and explanations in the User Notes for each Task

Here are examples of User Notes that include a quantity calculation:

Before You Start. Know what costs are included in the Unit Prices, what costs are included in the Adjustment Factor and the rules and guidelines for using application of the Unit Price Book.

- Review the Non-Prepriced Task formula from the JOC contract.
- Review the Detailed Scope of Work and familiarize yourself with the project.
- Review all drawings and specifications, sketches, etc.
- Prepare a quantity take-off for the work, or if the Contractor has provided a take-off, review and verify the Contractor's take-off.
- Review the construction schedule.
- Review the list of proposed subcontractors.
- Request all missing information.

How to Review a Price Proposal.

For each Task listed, ask:

- Is this Task required to complete the Detailed Scope of Work?
- Is this Task the most appropriate Task in the Unit Price Book for the item of work?
- Is this Task part of another Task?
- Is the quantity correct (ask for calculations, conversions or sketches to clarify)?
- Have all appropriate modifiers been selected?
- Has the correct Adjustment Factor been selected?

For each Non-Prepriced Task, ask:

- Is this Non-Prepriced Task required by the Detailed Scope of Work?
- Should it be a Task from the Unit Price Book? If not, is there any Task in the Unit Price Book that covers a portion of the item of work?
- Is the quantity correct?
- Is the required back-up provided, including three independent quotes for purchased material and subcontracted work?
- Has the correct Adjustment Factor been used?

If the Contractor is self-performing all or any part of the Non-Prepriced Task, then the Contractor must use the labor and equipment from the Unit Price Book and submit three quotes for all materials.

If all or any part of the work covered by the Non-Prepriced Task is to be performed by a subcontractor, then the Contractor will submit three independent quotes for that subcontracted work, even if the quote includes labor or equipment that could be priced from the Unit Price Book. There is no need to break out the labor and equipment and price it from the Unit Price Book if the Non-Prepriced Task will be performed by a subcontractor.

At the end of your review, ask yourself, "Are there any Tasks required to complete the Detailed Scope of Work that are not in the Price Proposal?" If so, identify them for the Contractor. Your goal is to work with the Contractor to produce a Price Proposal that contains the correct Tasks, quantities and Adjustment Factors, not to negotiate or to drive the Job Order Price down or up.

Providing Feedback to the Contractor. Transmit your comments to the Contractor with an explanation – email, phone, meeting or, if the software has a review module, you can transmit your comments that way. Never approve a Task, quantity or Adjustment Factor if you are not sure it is accurate. All quantities may be verified in the field or from the drawings.

If a Price Proposal Review Meeting is required, follow these guidelines:

Before the Price Proposal Review Meeting:

- Clearly document the changes you will request to the Price Proposal. Be knowledgeable of and ready to defend all requested changes
- Send a marked-up copy of the Price Proposal or a summation of the changes to the Contractor before beginning any review discussions. This may deter an initial defensive attitude.

During the Price Proposal Review Meeting:

- Be prepared to make changes to the Price Proposal and the Detailed Scope of Work.
- The Contractor should bring take-off sheets that show quantities contained in the Price Proposal and should be prepared to explain the selection of Tasks and calculations. For most projects, it is helpful to ask that the take-offs be submitted with the Price Proposal, so they can be reviewed prior to the Price Proposal Meeting.

Be Reasonable. The idea is to work together, so stick to the facts and discuss methods, Tasks and quantities. If you cannot agree on Tasks or quantities, then:

- Jointly revisit the site to resolve the issues.
- Quantities may be taken off from available drawings
- Revise the Detailed Scope of Work to add a specific Task or set forth a quantity that is in dispute. For example, if the Contractor insists a trash chute is required, add a sentence to the Detailed Scope of Work such as “Contractor shall provide a trash chute from the third floor.” If the trash chute is not provided, you can take a credit, because the Detailed Scope of Work will have changed. Similarly, you can add a disputed quantity to the Detailed Scope of Work, such as “100 SF of plaster repair.” If the final quantity differs, a Supplemental Job Order will be issued to modify the quantity. This option should only be used when a Task or quantity cannot be agreed to before a Job Order is issued.

Everybody should have the same goal: To prepare an accurate Price Proposal containing the correct Tasks, quantities and Adjustment Factors.

- Multiple Adjustment Factors may be used in the same Price Proposal.
- Price is not negotiable. The Owner cannot, without a formal written contract amendment, change Unit Prices.
- The Owner cannot artificially inflate quantities to arrive at a certain Job Order Price.
- Labor only and equipment Tasks should raise a red flag.

Make your comments more productive by including greater detail to let the Contractor know exactly what you mean. Examples include:

“See detail A-3 on plan sheet 4”

“Compare with Task 08 11 12 22, is this a duplicate Task?”

“The quantity should be 100 not 1,000”

Issuing a Job Order

Once the Price Proposal is approved, a Job Order is issued, and the Contractor can schedule and proceed with the work in accordance with the Owner’s standard process.

Best Practices for Ongoing JOC Program Success

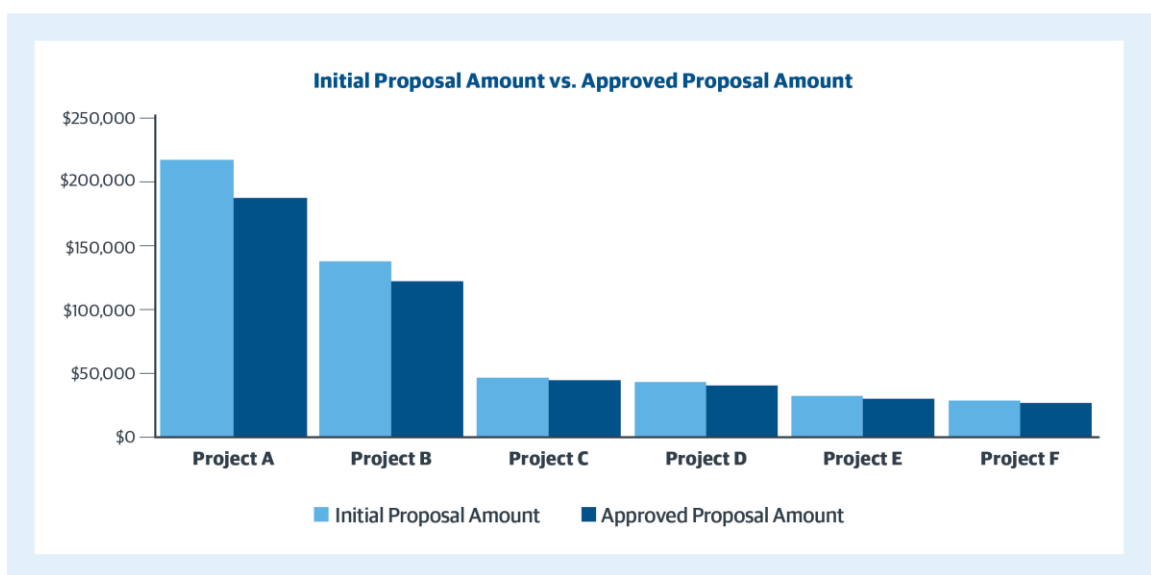
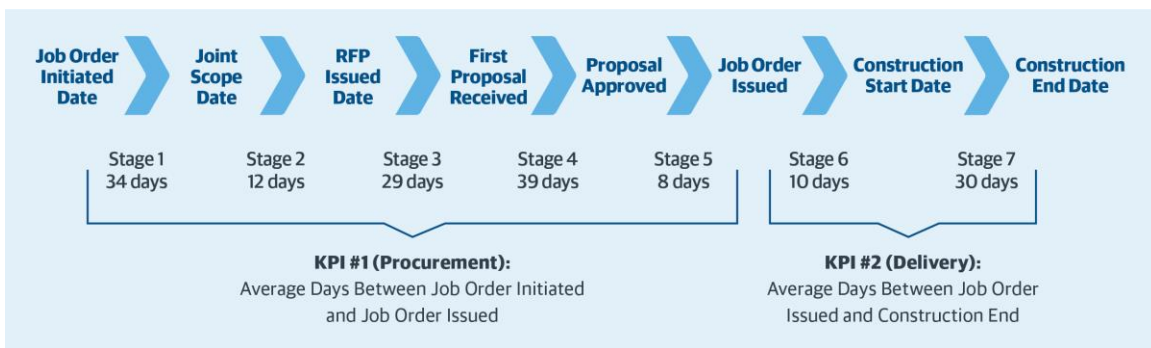
Generate Management Reports

The JOC software should be capable of generating effective management reports to keep track of every project and Job Order (a project can have multiple Job Orders) by Contractor, by geography, by Project Manager, by department, etc. Generate the management reports routinely and use those reports to manage the process. Depending upon the number of projects and the deadlines for those projects, it is a good idea to conduct regular meetings with the Contractors to review the status of each project.

Measure Key Performance Indicators

Decide what are the key performance indicators that will help you to manage the success of your JOC program. Key performance indicators can be created for individual projects, project managers, Contractors and the time it takes to complete each step in the Job Order development process. This provides a clear picture of the success of the system and process and provide tools for management to make improvements to the process. Here are some examples of key performance indicators:

- Procurement: Average days between Job Order Initiated and Job Order Issued
- Delivery: Average days between Job Order Issued and Construction End
- Initial Proposal Amount vs. Approved Proposal Amount



You cannot manage a process without data. Developing key performance indicators will deliver the data you need.

Conclusion

When implemented and utilized properly, JOC is an innovative and efficient procurement method. To maximize the time and cost savings from your JOC program, incorporate the best practices set forth above. Gordian has the experience and expertise necessary to help you implement and manage successful JOC programs.