

**KITSAP COUNTY  
PUBLIC WORKS SEWER UTILITY  
DIVISION**

**REQUEST FOR PRICE PROPOSALS  
2024 – 012**



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



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## Section 1. Background

### 1.1 Introduction

The Kitsap County Sewer Utility (Owner) is requesting Price Proposals for providing General Contractor/Construction Managers (GC/CM or Contractor) Preconstruction Services and Construction Services for the Central Kitsap Treatment Plant (CKTP) Solids and Liquids Hauled Waste (LHW) Upgrades Project (Project) under the Heavy Civil Construction process of the Revised Code of Washington (RCW) 39.10. This Request for Price Proposals (RFPP) invites the Shortlisted Respondents to participate in an interview and submit its Price Proposal for evaluation in accordance with Section 4.4 and Section 4.6 of this RFPP, respectively. The Respondents identified as a Shortlisted Respondent are:

- Hoffman Construction Company
- Kiewit Infrastructure West Co.
- PCL Construction

Pursuant to RCW 39.10, Alternative Public Works Contracting Procedures, this is the second step of the two-step competitive process the Owner is following to award a contract for GC/CM services (see RFPP Attachment A – *Draft Contract*) to the most qualified Respondent (Contractor). The two-step process is described fully in Section 6 of the RFPP.

The capitalized terms in this RFPP have the meanings as first used in the text of this RFPP, as defined in RFQ Attachment A - *Definition of Terms*, and/or defined in RFPP Attachment A – *Draft Contract*.

The GC/CM delivery method will be executed in two phases:

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



performance of certain elements of the construction (where permitted and at the Owner's discretion), and full construction and commissioning. If multiple Construction Services Amendments are executed, the Contractor may continue to provide Preconstruction Services concurrent with Construction Services.

In no event will the Owner be liable for any costs incurred by any Shortlisted Respondent or any other party in developing or submitting its Price Proposal.

## Section 2. Procurement Process

### 2.1 Communications

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

Glen McNeill, Purchasing Department Supervisor  
Kitsap County Purchasing Office  
614 Division Street, MS-7  
Port Orchard, WA 98366  
Email address: [Purchasing@co.kitsap.wa.us](mailto:Purchasing@co.kitsap.wa.us)

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

Questions from Shortlisted Respondents must be received by the Owner's Procurement Contact no later than the Deadline for Questions specified in Section 2.2 (Procurement Schedule). The Owner will provide answers to questions only via Addenda which will be published in accordance with Section 5.2 (Addenda).



## 2.2 Procurement Schedule

The current procurement schedule is as follows:

- Issue RFPP March 28, 2024
- Proprietary Meetings on Contract Terms April 18, 2024
- Deadline for Questions April 19, 2024 at 5:00 PM (local time)
- Final addendum, if required April 24, 2024
- Interviews April 30, 2024
- Price Proposal Submission Date May 1, 2024 at 2:00 PM (local time)
- Notice of Intent to Negotiate May 6, 2024
- Award Contract June 2024

## 2.3 Obligations to Keep Project Team Intact

As stated in Section 7.7 of the RFQ and restated herein, Owner expects all firms and Key Personnel proposed to be available to provide services for this Project. Respondents are advised that all Key Firms and Key Personnel identified in the Statement of Qualifications (and Price Proposal) shall remain on the Project Team for the duration of the procurement process and execution of the Project. Respondents shall not substitute a Key Firm or an individual filling a Key Personnel position, except in unavoidable circumstances. In such circumstances the Respondents shall immediately notify the Owner in writing, and the Owner may rescore the RFQ and/or RFPP, and re-rank, and thereafter decide whether the Respondent may continue to compete in the selection process.

Key Personnel are committed to the Project and changes may not be accepted, unless they no longer work for the company or Owner otherwise agrees that a change is appropriate. If extraordinary circumstances require a change, it must be submitted in writing to the Owner, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Contractor's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Shortlisted Respondent from further consideration.



## Section 3. Price Proposal Submission Requirements

### 3.1 Submittal Place and Deadline

Price Proposal submittals must be received by Owner in a sealed package **no later than the Price Proposal Submission Date**, addressed to the Owner's Procurement Contact in Section 2.1 (Communications).

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

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

**The sealed Price Proposals will be publicly opened upon Price Proposal Submission Date as specified in Section 2.2,.**

### 3.2 Submission Format

Provide hardcopy submittal with original signatures and electronic submittal in Adobe Acrobat format (PDF) on a USB flash drive. The PDF shall be searchable and contain bookmarks for each section listed in Section 3.3 (Submission Content).

### 3.3 Submission Content

The content requirements set forth in this RFPP represent the minimum content requirements for the Price Proposal. It is the Shortlisted Respondent's responsibility to include information in its Price Proposal to present all relevant materials.

The Price Proposal must include the following information in the order listed:

- Cover/Title Page (*limited to one page*)
- Transmittal Letter (*limited to two pages*)
- Price Proposal Forms



### **3.3.1 Cover/Title Page**

Cover or Title Page of Price Proposal shall include the RFPP number; Project name; name of Shortlisted Respondent; Shortlisted Respondent's contact information including name of contact person, their address, e-mail address, and telephone number; and date.

### **3.3.2 Transmittal Letter**

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

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

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

The transmittal letter must affirm compliance with the forms included in Price Proposal, based on the forms in RFPP Attachment B – *Forms for Price Proposal*, and confirm receipt of all Addenda. **A Price Proposal that does not include a transmittal letter meeting these requirements will be considered non-responsive and the Shortlisted Respondent's Price Proposal will not be evaluated.**

### **3.3.3 Price Proposal Forms**

In completing the Price Proposal Forms, Shortlisted Respondent must complete all forms provided in RFPP Attachment B - *Forms for Price Proposal*. Evaluation of the Price Proposal will be based on certification of Form 1. Bidder Responsibility Checklist Form and Form 2. Fee and SGC Costs Proposal Form. Shortlisted Respondent shall refer to Attachment A – Draft Contract for definitions and utilization of GC/CM's Fee and Specified General Conditions.

Shortlisted Respondent shall complete all forms in this RFPP. Price Proposals must be submitted on the forms furnished by Owner or a copy of the forms, and manually signed in ink by an authorized representative of the Shortlisted Respondent. Only the amounts and information required on the Price Proposal Forms furnished by the Owner will be considered as the Price Proposal. All blank spaces must be filled in.





## Section 4. Price Proposal Evaluation and Contractor Selection

### 4.1 General

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

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

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

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

### 4.2 Interviews of Shortlist

The Interview is expected to consist of a presentation by the Shortlisted Respondent, a question-and-answer session with the Owner's selection committee, and an interactive exercise. Prior to the Interview, the Owner will provide Shortlisted Respondents with a list of questions to respond to in the Interview as part of Respondent's Presentation. The Owner's selection committee will also ask other questions during the Interview that were not provided ahead of time. The Preconstruction Manager, Construction Manager, Superintendent, Startup





and Commissioning Lead, Cost Estimating Lead, and up to one other Key Personnel individual shall attend. Exceptions will be considered by the Owner on a case-by-case basis.

The specific Interview format will be provided to Shortlisted Respondents with the prepared questions. However, it is anticipated to be as follows:

- Presentation by Shortlisted Respondent (15 minutes)
- Selection committee questions (30 minutes)
- Interactive exercise (30 minutes)
- Additional questions by selection committee based on exercise (15 minutes)

The presentation by Shortlisted Respondent shall include a response to the questions provided by Owner prior to the Interview and any additional information that they Respondent determines as important to communicate the benefits of its Project Team, the qualifications of Key Personnel, applicable project experience, and approach to executing the Project. The interactive exercise will be introduced by the County at the interview and used primarily to evaluate the teamwork, cohesion, and Project understanding of team members.

Shortlisted Respondents will be rated based on the evaluation criteria in Table 1.

<b>Criteria</b>	<b>Description</b>
Presentation Quality	Overall quality of presentation given by Respondent including the presentation material, adequacy of content, and organization of material.
Project Team and Key Personnel	Key Personnel individual qualifications including experience and technical competence and how it aligns with their proposed roles in both Preconstruction Services and Construction Services.
Relevant Project Experience	Respondent's experience in managing, performing, and completing Projects of Similar Scope and Complexity as defined in RFQ Attachment A – Definition of Terms.
Project Approach	Approach to executing the work to meet schedule and budget, its ability to self-perform work, demonstrate its plan to deliver the Project safely, and its approach for developing the local workforce through this Project.
Specific Questions	Thoroughness and insight in providing direct and clear answers to the questions asked. Consideration should also be given to responses to any questions Respondent was not provided in advance of Interview.



**Table 1. Evaluation Criteria for Interview**

Criteria	Description
Communication	Demonstration of interpersonal communications between team members and the Owner’s selection committee and/or Interview panel.

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

### 4.3 Agreement Review/Proprietary Meetings

Included within Attachment A – *Draft Contract* to this RFPP are draft contract documents in the form of agreement and exhibits, namely: (a) GC/CM Agreement; (b) General Conditions; (c) Preconstruction Scope of Services; and (d) Phase II Construction Price Amendment, including Insurance and Bond Requirements and draft Division 01 specifications (in the form of Owner’s Requirements). These Division 01 specifications are intended to cover the construction administration and execution requirements.

Shortlisted Respondents may request to hold a one-hour, virtual, confidential meeting with the Owner to discuss the current version of the contract documents and exhibits. Shortlisted Respondent shall provide and submit an agenda with discussion topics, including all comments and proposed language changes, within five business days of the scheduled meeting. The meeting is considered optional; however, Owner may not consider Shortlisted Respondent’s comments on draft contract documents unless they were previously discussed in the Proprietary Meeting.

Although the meetings will be considered confidential, any changes to the draft contract documents will be issued as a final redlined version to all Shortlisted Respondents via Addendum. Meetings shall occur on day/s indicated in Section 2.2. Shortlisted Respondents may request a meeting via the Owner’s Procurement Contact described in Section 2.1. Shortlisted Respondents are on notice that the draft contract documents that are in place as of the Price Proposal Submittal Date (i.e., draft contract documents provided with RFPP with any addenda items incorporated) is the form upon which Shortlisted Respondent shall base its Price Proposal.

### 4.4 Price Proposal Responsiveness

Each Price Proposal will be reviewed to determine whether it is responsive to the RFPP. Failure to comply with the requirements of this RFPP, including responding completely or sufficiently to evaluation criteria, may result in rejection of the Price Proposal as non-responsive. Responsiveness includes the Shortlisted Respondents completion and certification of the Price Proposal Forms. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFPP and may request clarification or additional information to remedy a deficiency.



#### 4.5 Price Proposal Scoring

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

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

The Estimated Project MACC is provided by the Owner with the Price Proposal forms. The lowest Price Proposal Score will be awarded 30 points. Points for the other Price Proposals will be calculated based on the following formula:

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

In submitting a Price Proposal, all Shortlisted Respondents agree that the Percent Fee included in the Price Proposal shall be valid until completion of all Construction Services, and that the Specified General Conditions Costs shall be valid for the completion of all Construction Services based on assumed duration provided in Form 2. Fee and SGC Costs Proposal Form.

#### 4.6 Contractor Selection

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

The draft Preconstruction Scope of Work provided in Exhibit B of the GC/CM Agreement and as modified by any future Addenda prior to the Price Proposal Submission Date, will serve as the basis of negotiation for the scope of work and contract amount for Phase I Preconstruction Services. This draft scope is provided as a redline to indicate modifications made from issuance with the RFQ.



## Section 5. Conditions for Respondents

### 5.1 Rights of the Owner

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

- Cancel, withdraw, postpone, or extend this RFPP, in whole or in part, at any time prior to the execution of the GC/CM Agreement, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a Price Proposal and accept and review a non-conforming Price Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Price Proposals received.
- Permit corrections to data submitted with any Price Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Shortlisted Respondents to seek an improved understanding of any information contained in a Price Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Price Proposals.
- Seek clarification from any Shortlisted Respondent to fully understand information provided in the Price Proposal and to help evaluate and rank the Shortlisted Respondents.
- Reject a Price Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFQ or RFPP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including experience, included in a Price Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Shortlisted Respondent during the evaluation of its Price Proposal.



## 5.2 Addenda

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

## 5.3 Protests

Interested Respondents have a right to seek resolution of any concerns, issues, or perceived wrongs associated with this RFPP by filing a written protest in accordance with the procedures set forth below. Failure to file the protest in accordance with the following procedures will result in waiver of the protest.

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

**E-Mail Address for Submission of Protests.** Protests shall be submitted by email to: [Purchasing@co.kitsap.wa.us](mailto:Purchasing@co.kitsap.wa.us).

**Deadline for Protests.** Protests based on any terms of the RFPP (including all addenda and exhibits thereto) must be submitted at least five (5) business days prior to the deadline established for submission of Price Proposals (Price Proposal Submission Date). Protests based on the Owner's selection of the winning finalist must be submitted within four (4) business days of the Owner's announcement of Notice of Intent to Negotiate. Protests based on any other circumstances must be received by the Owner within four (4) business days after the protesting Respondent knows or should have known of the facts and circumstances upon which the protest is based.

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



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

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

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



# RFPP Attachment A Draft Contract



# CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

**Contract Template:**  
*Agreement*





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*WCDA NO. CMAR-105-2023*

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# CKTP Solids and Liquids Hauled Waste Upgrades

## Agreement Between Owner and Construction Manager at-Risk (CMAR)

(Where the Basis of Payment is the Cost of the Work Plus CMAR's Fee Not to Exceed a Guaranteed Maximum Price)

### Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ in the year 2024 (the "Contract Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by and between the

#### **OWNER**

Kitsap County

Address

City, State, Zip

and the

#### **CONSTRUCTION MANAGER AT-RISK (CMAR):**

Company Name

Address

City, State, Zip

for services in connection with the following Project:

**PROJECT NO.:** \_\_\_\_\_

**PROJECT NAME:** CKTP Solids and Liquid Hauled Waste Upgrades Project

**PROJECT LOCATION:** \_\_\_\_\_

**PROJECT SUMMARY:** \_\_\_\_\_

**PROJECT PHASING:** \_\_\_\_\_

Notice to the Owner and/or CMAR (each individually a "Party" and collectively, the "Parties") shall be given at the above addresses.

Accordingly, the Parties hereto hereby agree as follows.

# ARTICLE 1 — Definitions

## 1.1 Definitions

The following Definitions apply to certain terms used in the Agreement. These Definitions are often shorthand references to more formal definitions elsewhere in the Contract Documents. When a defined term is described elsewhere in the Contract Documents, the more descriptive definition shall control over any general description in this Section 1.1.

**1.1.1** “Agreement” means this Agreement between Owner and CMAR (where the Basis of Payment is the Cost of the Work plus CMAR’s Fee with a Guaranteed Maximum Price, as modified by the Parties, and the exhibits and attachments made part of this Agreement upon its execution), as modified by subsequent Amendments.

**1.1.2** “Allowance” is an estimated sum agreed by the Owner for categories of Work that cannot be fully defined or established at the time the GMP is agreed upon. When that part of the Work is adequately defined and/or quantified, the GMP will be adjusted to account for the difference between the Allowance and the actual Cost of the Work for that item in an amount that is mutually agreeable to the Owner and the CMAR. Following the adjustment, that part of the Work will no longer be an Allowance item.

**1.1.3** “Applicable Law” or “Applicable Laws” means, collectively, all applicable federal, state, and local laws, statutes, rules, regulations, tariffs, levies, embargoes, ordinances, codes, and binding administrative or judicial precedents or authorities, including the binding interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation, or administration thereof, and all applicable administrative orders, directed binding duties, licenses, authorizations, and permits of, and binding agreements with, any Governmental Authority, in each case applicable to or affecting the Project or the Work of CMAR under this Agreement or the other Contract Documents.

**1.1.4** “Assumptions” and “Clarifications” are material terms associated with CMAR’s Guaranteed Maximum Price upon which the Owner and CMAR agree and are more particularly described in Attachment 23 of the Phase II Construction Price Amendment.

**1.1.5** “Bid Package” or “Bid Packages” means one or more design bid packages for specific scopes of the Work that are developed and generated by the Engineer in conjunction with the CMAR for bidding and award pursuant to this Agreement.

**1.1.6** The term “Business Day” means any day other than a Saturday, Sunday, or legal holiday on which national banks located in the state jurisdiction in which the Project is situated are not required or permitted to be open for business to the public.



**1.1.7** A “Change Order” is a written order signed by the Owner and the CMAR after execution of this Agreement indicating any change to the Agreement including, among other things, changes in the Scope of the Work, the CMAR’s Fee for Preconstruction Phase Services, the Phase II Construction Price and Date of Substantial Completion, or Date of Final Completion.

**1.1.8** A "Change Order Proposal" is a proposal submitted by the CMAR or the Owner for a change in the Work as evidenced by a Change Order.

**1.1.9** The “CMAR” is [NAME]. The CMAR shall provide the services of a General Contractor/Construction Manager as defined in RCW 39.10.

**1.1.10** The “CMAR Representative” is [NAME].

**1.1.11** “Construction Phase” or “Construction Phase Services” means the Work of the CMAR undertaken during Phase II pursuant to the Drawings and Specifications in accordance with Paragraph 2.2 of this Agreement and other applicable terms and provisions of this Agreement and the other Contract Documents.

**1.1.12** “Construction Specified General Conditions Costs” or “Specified General Conditions” are an element of the Cost of Work that is included in the Construction Price as agreed to by the CMAR and the Owner and has the meaning set forth in Article 5 of the Phase II Construction Price Amendment. The Specified General Conditions shall be established in the Phase II Construction Price Amendment as the fixed amount stated in the CMAR’s Price Proposal. The Specified General Conditions are to be performed by the CMAR with its own forces in most instances. The Specified General Conditions include all items listed in the Cost Responsibility Matrix as being included in the Specified General Conditions Cost. Any cost that is not specifically identified as a reimbursable Cost of the Work, as included in the negotiated self-perform scope of the Project (inclusive of Negotiated Support Services), or as covered by the Fee shall be covered by the amount bid for Specified General Conditions.

**1.1.13** “Contingencies,” where applicable, has the meaning set forth in Paragraph 10.5 of the Phase II Construction Price Amendment.

**1.1.14** The “Contract Documents” represents the entire and integrated agreement between the Parties hereto and supersedes prior and contemporaneous negotiations, representations, or agreements, either written or oral. It consists of this Agreement, the General Conditions, the Phase II Construction Price Amendment, the Drawings, Specifications, addenda issued prior to execution of this Agreement, information furnished by the Owner under Paragraph 3.8 of the General Conditions, any supplemental or other conditions attached as an exhibit to this Agreement, performance Specifications attached as an exhibit to this Agreement, the CMAR’s qualifications, Assumptions, and Clarifications mutually agreed upon by Owner and CMAR and identified in and

attached to this Agreement and/or the Phase II Construction Price Amendment, the other documents listed in this Agreement, and any modifications issued after its execution, including, without limitation, Change Orders and Owner Change Directives. The Contract Documents do not include bidding instructions or sample forms not attached as exhibits to this Agreement.

**1.1.15** The “Contract Time” is the overall time period allowed for performance of the Work.

**1.1.16** “Cost of the Work,” where applicable, has the meaning of the sum of all allowed direct and indirect costs necessarily and reasonably and necessarily incurred and paid by CMAR in the performance of the Work including those set forth in the Phase II Construction Price Amendment, not including the CMAR’s overhead, profit, or fees.

**1.1.17** The term “Day” or “day” shall mean calendar day unless otherwise specifically defined.

**1.1.18** “Defective Work” is any portion of the Work that does not conform to the Contract Documents, as more fully described in Paragraphs 2.4 and 2.5 of the General Conditions.

**1.1.19** “Differing Site Conditions” means conditions at the Project site that are: (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents.

**1.1.20** “Drawings” means the documents prepared by Engineer or other consultants of Owner showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

**1.1.21** “Early Work(s) Package(s)” is procurement or construction work that may be performed during Phase I or Phase II that may benefit the Project.

**1.1.22** “Engineer” means the licensed Engineer and its consultants, retained by Owner to perform design services for the Project. The Engineer for the Project is [HDR, Inc.](#)

**1.1.23** “Engineer Contract” means the engineering contract dated [\[DATE\]](#) between Owner and Engineer for the design and/or engineering of the Project or portions thereof.

**1.1.24** “Fee” or “CMAR Fee” means the Fee to be charged by the CMAR, which shall be expressed as the percentage specified in Paragraph 6.3.2 of the Agreement. The Fee compensates the CMAR for all aspects of its performance other than the Cost of the Work and the Specified General Conditions, and it includes the CMAR’s profit and all overhead expenses (not otherwise reimbursable

under this Agreement or through the Specified General Conditions), including but not limited to all bonds and insurance required by the Contract Documents, any bonding of Subcontractors with subcontracts under \$300,000, all home office overhead, and all taxes except Washington State Sales Tax (WSST), and as otherwise described in this Agreement and the Cost Responsibility Matrix. The Fee is applied to all reimbursable Costs of the Work, to the negotiated self-perform Work, including Negotiated Support Services, to the Specified General Conditions, and to the use of the CMAR's Contingency, but only as that Contingency is expended. The Fee is not applied to any unused amount of the CMAR's Contingency or to any other costs except as described above.

**1.1.25** "Field Order" means minor changes in the Work if the changes do not involve an adjustment in the Phase II Construction Price or the Contract Times and are compatible with the design of the completed Project as a functioning whole as indicated by the Contract Documents.

**1.1.26** "Final Completion" occurs on the date when the CMAR's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable in accordance with Article 14 of the Phase II Construction Price Amendment and Paragraph 8.9 of the General Conditions. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the CMAR.

**1.1.27** "Final Payment" has the meaning set forth in Article 14 of the Phase II Construction Price Amendment.

**1.1.28** "Force Majeure," as defined in the General Conditions in Paragraph 5.4.1.3.

**1.1.29** The "General Conditions" to the Agreement is included as Exhibit A.

**1.1.30** "GMP" or "Guaranteed Maximum Price" means the fixed limit for all costs reimbursable under this Agreement with regard to the Project. The GMP includes reimbursable Costs of the Work, the negotiated self-perform Work, including Negotiated Support Services, the Specified General Conditions, the Construction Manager's Fee, and the Construction Manager's Contingency. The GMP does not include the Preconstruction Services Cost or Washington State Sales Tax (WSST) on progress payments. Subject to Change Orders and other allowable adjustments made pursuant to this Agreement or the other Contract Documents, the Phase II Construction Price for the Work shall not exceed the GMP for such Work plus any approved additions or deductions to the GMP. The Owner is not obligated to pay the CMAR more than the GMP for the performance of the Work. The GMP is the equivalent to the "Total Contract Cost" as that latter term is used in RCW 39.10.

**1.1.31** "Governmental Authorities" means any federal, state, local, or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank, public office, court, arbitration or

mediation panel, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government.

**1.1.32** [Not Used]

**1.1.33** A “Material Supplier” is a person or entity retained by the CMAR or a Subcontractor to provide material or equipment for the Work.

**1.1.34** The “Maximum Allowable Construction Cost” or “MACC” consists of the sum to which the Owner and the CMAR agree in writing, as a part of the GMP negotiations, as an estimate of the Cost of the Work reimbursable under this Agreement. The MACC does not include the Specified General Conditions, the Construction Manager’s Fee, or Washington State Sales Tax (WSST). A final MACC will be established as part of the GMP negotiations in accordance with this Agreement. The MACC does not include the CMAR’s Contingency.

**1.1.35** “Negotiated self-perform Work” shall mean any self-perform Work, as discussed in Section 2.2.2, that is performed on a negotiated basis. Negotiated self-perform Work includes but is not limited to the Negotiated Support Services.

**1.1.36** As a component of the negotiated self-perform Work, “Negotiated Support Services” generally mean items a general contractor would normally manage or perform on a construction project including, but not limited to surveying, hoisting, safety enforcement, provision of toilet facilities, temporary heat, cleanup, and trash removal. The Not-to-Exceed Negotiated Support Services amount shall be negotiated and specified in the Phase II Construction Price Amendment. The Negotiated Support Services shall include all items identified as being Negotiated Support Services in the Cost Responsibility Matrix. Approved Negotiated Support Services are reimbursable, consistent with the Contract Documents, to the extent they are Costs of the Work within the GMP. The CMAR’s management of Negotiated Support Service is included within the Specified General Conditions. If the Owner requires the CMAR to provide the Builder’s Risk insurance, such premiums will be paid as a Negotiated Support Service.

**1.1.37** “Others” means other contractors, Material Suppliers, and persons at the Worksite who are not employed by the CMAR or Subcontractors.

**1.1.38** “Owner” is [Kitsap County](#) and includes the Owner’s representative and any other Owner authorized person or entity.

**1.1.39** “Owner’s Approved Budget” for the Guaranteed Maximum Price means the sum of [\\$\[NUMBER\]](#), [not including Washington State Sales Tax \(WSST\)](#).

**1.1.40** “Owner Change Directive” means a directive issued by Owner to CMAR to undertake and perform a change in the Work prior to the time such Parties have reached agreement on the adjustment, if any, of the Phase II Construction Price or the Contract Time.

**1.1.41** The Owner's authorized representative is [Nick Martin](#) (the "Owner's Representative"). Because the Owner is a public entity, the Owner's authorized representative will have authority within specified limits to act on behalf of the Owner in writing with respect to changes in the scope of the Work, in the GMP, and/or the Contract Time. Any decisions and approvals beyond those specified limits involving a change in the scope of the Work, in the GMP, and/or the Contract Time, or involving modification or waiver of the terms of the Contract Documents must be approved in writing by the Owner's Board of Commissioners.

**1.1.42** The Owner's "Project Manager" is \_\_\_\_\_. The Owner's Project Manager is the entity with whom the Owner has contracted in a separate Owner-Project Manager agreement. The Owner's Project Manager reports to the Owner's Designated Representative. The Owner's Project Manager will provide project management services during preconstruction and construction. The Owner's Project Manager is not empowered to waive any terms or conditions of the Contract Documents or to commit the Owner to additional costs or time except as explicitly provided in this Agreement.

**1.1.43** "Phase I" means the Preconstruction Phase.

**1.1.44** "Phase II" means the Construction Phase Services performed by CMAR pursuant to this Agreement and the other Contract Documents.

**1.1.45** "Phase II Construction Price" means the Guaranteed Maximum Price established by the Parties for CMAR's performance of the Work during the Construction Phase in accordance with this Agreement and the other Contract Documents and as reflected in the Phase II Construction Price Amendment, as the same may be modified by any Change Orders increasing or reducing such contract price.

**1.1.46** "Phase II Construction Price Amendment" has the meaning given to it in Exhibit B, Paragraph 1.15.

**1.1.47** "Phase II Construction Price Proposal" has the meaning given to it in Exhibit B, Paragraph 1.15.2.

**1.1.48** "Preconstruction Phase" or "Preconstruction Phase Services" means the Phase I Preconstruction Services performed by CMAR in connection with the Project and described in Paragraph 2.1 of this Agreement.

**1.1.49** "Project" is the building, facility, or other improvements for which the CMAR is to perform Work under this Agreement. It may also include construction by the Owner or Others which is not part of the Work of this agreement.

**1.1.50** "Risk Register" is the result of an assessment led by either the Owner or the CMAR, and agreed to by both parties, that identifies potential project risks and the likelihood of occurrence and allocates the responsibility for mitigation of each risk element.

**1.1.51** “Schedule” is the critical path method (CPM) schedule prepared by the CMAR that specifies the dates on which the CMAR plans to begin and complete various parts of the Work, including all activities during Phase I Preconstruction and Phase II Construction.

**1.1.52** “Schedule Update” means any update to the Schedule prepared and submitted by CMAR to Owner concurrently with CMAR’s submission to Owner of a Phase II Construction Price Proposal, a Phase II Construction Price Amendment, or as otherwise required or permitted hereunder.

**1.1.53** “Specifications” means the documents prepared by Owner, Engineer, or other consultant of Owner consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

**1.1.54** A “Subcontractor” is a person or entity retained by the CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The Subcontractor obligations within this Agreement shall also apply to the CMAR for all self-perform trade work.

**1.1.55** The “Subcontractor Procurement and Construction Management Plan” is further defined in the Agreement and is prepared by the CMAR for the Owner’s approval during the Preconstruction Services Phase.

**1.1.56** “Substantial Completion of the Work,” or “Substantially Complete” or a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the beneficial use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the Engineer and CMAR and Owner with Owner’s consent. The issuance of a certificate of occupancy is a prerequisite for Substantial Completion. In addition to and without limiting the generality of the foregoing requirements of this Paragraph 1.1.56, “Substantial Completion” of the Work or a portion of the Work shall not be deemed to have occurred unless and until the Project or a portion thereof is available for beneficial use and satisfies any other requirements set forth in the Phase II Construction Price Amendment.

**1.1.57** A “Sub-subcontractor” is a person or entity who has an agreement with a Subcontractor to perform any portion of the Work.

**1.1.58** The “Total Contract Cost” as used in RCW 39.10 shall mean the Guaranteed Maximum Price.

**1.1.59** “Work” means the construction and services necessary or incidental to fulfill the CMAR’s obligations for the Project in conformance with this Agreement and the other Contract Documents, including the Preconstruction Phase Services and the Construction Phase Services as set forth in the Scope of Work.

**1.1.60** “Worksite” means the location of the Project as identified in Article 1 where the Work is to be performed.

Capitalized terms used herein but not defined herein shall have the meanings given them in the Phase II Construction Price Amendment, General Conditions, and other Contract Documents.

## ARTICLE 2 — CMAR Responsibilities

### 2.1 Phase I Preconstruction Phase Services

**2.1.1 Commencement.** Preconstruction Phase Services, as described in **Exhibit B** attached hereto, shall commence no later than **ten (10)** calendar days following the Owner’s issuance of a Phase I Notice to Proceed in substantially the form of **Exhibit C** attached hereto and incorporated herein by this reference with the appropriate box checked. For the performance of the Preconstruction Phase Services CMAR shall be paid the Not-to-Exceed Preconstruction Phase Services fee in the amount and in the manner set forth in Paragraph 6.1.

**2.1.2 Early Work(s) Package(s).** If applicable, Early Work(s) Package(s) commenced prior to mutual execution of a Phase II Construction Price Amendment shall be performed and paid for pursuant to **Exhibit D** and **Exhibit D.1** to this Agreement but otherwise subject to the terms, covenants, and conditions of this Agreement and the other Contract Documents. Early Work(s) Package(s) may be agreed to subsequent to execution of this Agreement in accordance with the requirements of RCW 39.10.

**2.1.3 Completion.** CMAR’s Preconstruction Phase Services shall be deemed to have been completed upon mutual execution of a Phase II Construction Price Amendment for the Work, hereto attached as **Exhibit E**, covered by the Construction Phase Services. If the Owner and CMAR are unable to reach a written agreement on a Phase II Construction Price Amendment, the Owner may terminate this Agreement for convenience on **five (5)** business days’ written notice to the CMAR in accordance with Paragraph 10.3 of the General Conditions. In the event of such termination for convenience, the CMAR shall be compensated for (1) the portion of the CMAR’s pre-approved Preconstruction or Construction Phase Services, if any, performed to the date of such termination, but the CMAR shall not be entitled to compensation for Work or Services not performed, plus (2) reasonable demobilization costs, if any, which shall include, but not be limited to, reasonable cost(s) incurred by CMAR to break contractual obligations with Subcontractors, Subconsultants, Suppliers, Vendors, and Materialmen entered prior to Subcontractor’s receipt of the notice of termination, provided such contracts were approved by the Owner in advance. In such event, the CMAR shall have no obligation to perform the Scope of Work covered by such unexecuted Phase II Construction Price Amendment and the Owner shall have no obligation to further compensate the CMAR in connection with the Project. The Owner may



proceed in accordance with RCW 39.10 to select another contractor. In no event shall the CMAR be entitled to anticipated profits.

## 2.2 Construction Phase Services

**2.2.1 Commencement.** Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, CMAR's Construction Phase Services shall commence as specified in the Phase II Notice to Proceed.

**2.2.2 Self-Perform Work.** As part of the CMAR's Construction Phase Services, the CMAR may be entitled to self-perform work on a negotiated basis or competitively bid against the market in accordance with applicable law and Owner approval. Any self-perform Work, whether negotiated or competitively bid, that is approved by the Owner is subject to the terms and conditions of and as identified in **Exhibit B** and the following provisions of this Paragraph 2.2.2.

**2.2.2.1** The CMAR may seek to perform portions of the Work itself to the extent allowable under RCW 39.10, other than minor work that may be included in the CMAR's Construction Specified General Conditions Costs, if (a) the CMAR submits its bid and is awarded for those portions of Work in the same manner as all other Subcontractors in accordance with RCW 39.10, or (b) the self-perform Work is negotiated between the Owner and the CMAR directly in accordance with RCW 39.10, including with respect to Negotiated Support Services. If the CMAR intends to submit a bid for such Work, it shall notify Owner prior to soliciting bids and the bid process shall be managed by the Owner in accordance with RCW 39.10 and **Exhibit B**.

**2.2.2.2** If a selected Subcontractor defaults in the performance of its Work or fails to execute a subcontract after being selected in accordance with this paragraph, the CMAR and the Owner shall proceed under RCW 39.10 to select an alternate Subcontractor or determine self-performance, in each case with the Owner's prior written approval and consistent with applicable statutory requirements. Owner shall be notified in the event of a Subcontractor default or failure to execute the subcontract.

**2.2.2.3** The negotiated self-perform portion of the Project, including Negotiated Support Services, must not exceed fifty percent (50%) of the Cost of the Work to construct the project. .

**2.2.2.4** At least thirty percent (30%) of the Cost of the Work to construct the Project must be procured through competitive sealed bidding in which bidding by the CMAR or its subsidiaries is prohibited.

**2.2.2.5** The minimum percentage of the Cost of the Work to construct the Project that will constitute the negotiated self-perform portion of the Project is: \_\_\_\_\_ percent (\_\_\_%).

## **ARTICLE 3 — Owner Responsibilities**

### **3.1 Owner Responsibilities**

Owner shall be responsible for providing the information and delivering the materials set forth in Article 3 of the General Conditions.

## **ARTICLE 4 — Subcontracts and Labor Relations**

### **4.1 Subcontractors**

The work not performed by the CMAR with its own forces shall be performed by Subcontractors. Subcontract work must be bid in accordance with the requirements of RCW 39.10.380, this Agreement, and the agreed-upon Subcontractor Procurement and Construction Management Plan. The Owner and the CMAR will discuss whether to select certain Subcontractors under the requirements of RCW 39.10.385. All subcontracts shall be issued on a Lump-Sum basis unless the Owner has given prior written approval of a different method of selection (including use of the Alternative Subcontractor Selection process specified under RCW 39.10.285) or payment to the Subcontractor. The CMAR shall comply with all requirements established under RCW 39.10 with regard to preparation of subcontract bid packages, including as to inclusion planning. Unless all bids are rejected, subcontract bid packages shall be awarded to the “responsible” and responsive bidder submitting the low responsive bid. Determination of “responsibility” shall comply with the requirements of RCW 39.10 and Washington law.

Prior to Subcontractor bidding and negotiation of the Guaranteed Maximum Price, the Owner and the CMAR shall negotiate the following items and shall include such items in the agreed-upon Subcontractor Procurement and Construction Management Plan. The Subcontractor Procurement and Construction Management Plan shall describe the process for allocating scopes of Work among the bid packages and shall identify: (i) all subcontract bid packages, specifying those upon which the CMAR or its affiliates intend to bid; (ii) the scopes of Work, timing of solicitation of bids for the packages to meet the Baseline Schedule; (iii) major coordination issues with other packages; (iv) the inclusion plan and other means to enhance the opportunity for certified businesses to participate in performing the work (e.g., through development of multiple work packages); (v) the scope of Work and cost estimates for each subcontract bid package; and (vi) any intention of the CMAR to select a Subcontractor in accordance with the alternative procedure specified in RCW 39.10.385. In addition, the Subcontractor Procurement and Construction Management Plan shall include a proposed price and scope of Work for the negotiated self-perform portion of the Project and the bases used by the CMAR to develop all cost estimates, including the negotiated self-perform portion of the Project.

The CMAR shall develop and use bidder responsibility criteria for all subcontract bid packages for which there is no prebid determination of subcontractor eligibility. The CMAR shall consider prebid determinations of Subcontractor eligibility to the extent permitted by statute and shall furnish to the Owner and Architect for their information as a part of the submittal of its Subcontractor Procurement Plan a list of possible eligible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom bids will be requested for each principal portion of the Work. The Owner will promptly reply in writing to the CMAR if the Engineer or Owner knows of any objection to such Subcontractor or supplier, to the extent that any such objection is based upon the lack of a prequalification, failure to meet bidder responsibility criteria, or is otherwise supported by statute or other law. The receipt of such list shall not require the Owner or Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it or the lack of any objection waive the right of the Owner or Engineer later to object to or reject any proposed Subcontractor or supplier.

## 4.2 Labor Relations

### 4.2.1 Prevailing Wages.

**4.2.1.1 Check if applicable:**  **Applicable laws.** The current prevailing wage rate determinations for public works contracts by the Owner, the Director of the State Department of [Labor and Industries](#), and, if federal funding is used for the Project, the current General Wage Determination Decisions, as determined by the US Secretary of Labor, as same may be changed during the term of this Agreement, are incorporated by this reference.

**4.2.1.1.1 Check if applicable:**  **Davis-Bacon.** Should Owner obtain federal funding for the Project, CMAR shall be responsible for ensuring that all subcontracts and Subcontractors fully comply with all applicable requirements of the Davis-Bacon Act, including but not limited to applicable prevailing wage, contractual provisions, and recordkeeping.

**4.2.1.1.2 Check if applicable:**  CMAR shall pay any person performing labor necessary to complete any portion of Work on the Project not less than the highest general prevailing rate of wages. If federal funds are used for the Project, where the minimum rate of pay for any classification differs among city, state, and federal wage rate determinations, the highest rate of pay shall prevail.

**4.2.1.1.3 Check if applicable:**  CMAR shall include, in any contract or subcontract relating to Work on the Project, a requirement that all persons performing labor under such contract

or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed.

**4.2.2 Compliance Monitoring.** CMAR shall provide and shall require every subcontract to provide monthly certified payroll reports with respect to all persons performing labor necessary to complete any portion of Work on the Project.

#### **4.2.3 Nondiscrimination / Nonharassment.**

During the term of the Agreement, the CMAR including any Subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the CMAR, including any Subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the CMAR or a Subcontractor has a collective bargaining or other agreement. The CMAR and its Subcontractors shall cooperate and comply with any Washington state agency investigation regarding any allegation that the CMAR or its Subcontractor has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3). Notwithstanding any provision to the contrary, the Owner may suspend the CMAR upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Owner receives notification that the CMAR, including any Subcontractor, is cooperating with the investigating state agency. In the event the CMAR or its Subcontractor is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Owner may terminate this Agreement in whole or in part for cause, and the CMAR, its Subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The CMAR or its Subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement. Notwithstanding any provision to the contrary, in the event of termination or suspension of this Agreement for engaging in discrimination, the CMAR, its Subcontractor, or both, shall be liable for contract damages as authorized by law, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Owner shall have the right to deduct from any monies due to the CMAR, or that thereafter become due, an amount for damages the CMAR will owe the Owner for default under this provision.

## **ARTICLE 5 — Time**

### **5.1 Performance of the Work**

**5.1.1 Date of Commencement.** The Date of Commencement of the Preconstruction Phase Services and Construction Services, as applicable, shall be as set forth in Subparagraph 5.1.1 of the General Conditions. The Work shall proceed in general accordance with the Schedule of Work as such Schedule may be amended from time to time, subject to other provisions of this Agreement. The

Schedule is subject to allowable adjustments in the Contract Time as permitted herein or in the other Contract Documents.

**5.1.2 Substantial / Final Completion.** Unless the Parties agree otherwise, the Date of Substantial Completion and the Date of Final Completion shall be established pursuant to the Phase II Construction Price Amendment, subject to adjustments as provided for in the Contract Documents.

**5.1.3** The CMAR shall not knowingly commence the Work before the effective date of insurance to be provided by the CMAR and Owner as required by the Contract Documents.

## 5.2 Schedule of the Work

**5.2.1** The initial Schedule is attached hereto as **Exhibit F**.

**5.2.2** Owner will timely review the baseline Schedule submitted by CMAR. If the Owner determines that additional supporting data are necessary to fully evaluate the Schedule, the Owner will request additional supporting data in writing. Such data shall be furnished no later than **ten (10)** days after the date of such request. Owner will render a decision promptly and in any case within **fourteen (14)** days after the latter of the receipt of the Schedule update or the deadline for furnishing such additional supporting data. Owner shall review, approve, and/or provide comments in a reasonable time.

**5.2.3** Contemporaneously with CMAR's submission of its Phase II Construction Price Proposal in accordance with Phase II Construction Price Amendment, the CMAR shall submit to the Owner and, if directed, the Engineer, a Schedule Update, in compliance with the technical scheduling requirements attached hereto as **Exhibit G** and the requirements of this Paragraph 5.2, that shall show the dates on which the CMAR plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

## 5.3 Contract Time, Delays, and Extensions of Time

**5.3.1** The CMAR shall achieve Substantial Completion of the entire Work by the dates set forth below for each phase of the Project (the "Contract Time").

- Construction Phase IIA: (date)
- Construction Phase IIB: (date)

In addition, the CMAR shall achieve Final Completion of each phase within sixty (60) days of Substantial Completion of the Work of each phase set forth above.

**5.3.2** The Contract Time, as it may be modified from time to time in accordance with this Agreement and any other applicable Contract Documents, shall control

the determination of liquidated damages payable to CMAR under Paragraph 5.4 and in the determination of any delay under Paragraph 5.3.

**5.3.3** [Not used].

**5.3.4** In the event delays to the Work are encountered for any reason, the CMAR shall provide prompt written notice to the Owner of the cause of such delays after CMAR first recognizes the delay. Excusable delays shall be adjusted upon and subject to the terms and conditions of Article 5 of the General Conditions.

**5.3.5** A waiver of or failure by the Owner or Owner's Representative to enforce any requirement in this Article 5 hereof or the requirements of Article 5 of the General Conditions, including, without limitation, the requirements in Paragraph 5.3 thereof, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the Owner or Owner's Representative from enforcing such requirements in connection with any present or future delays.

## **5.4 Liquidated Damages**

**5.4.1 Substantial and Final Completion.** The Owner and the CMAR agree that this Agreement shall provide for the imposition of liquidated damages for any CMAR delay not excused by Paragraph 5.3 hereof or elsewhere in this Agreement. Liquidated damages shall be assessed in the amounts stated below for the Work included in Construction Phase IIA and Construction Phase IIB, as those phases are defined in the Contract Documents. The following amounts are cumulative, such that liquidated damages will be assessed cumulatively for delays to both Substantial Completion and Final Completion, and/or delays to both phases.

**5.4.1.1 Construction Phase IIA** - The CMAR agrees that if the Work of the Project included in the Construction Phase IIA is not Substantially Completed on or before the Substantial Completion Date applicable to this phase of the Project, the CMAR shall pay the Owner as liquidated damages and not as a penalty the sum of \$10,000 per day for each day of unexcused delay past the Substantial Completion Date. The CMAR agrees that if the Work of the Project included in the Construction Phase IIA is not Finally Completed on or before the required Final Completion Date, the CMAR shall pay the Owner as liquidated damages and not as a penalty the sum of \$5,000 per day for each day of unexcused delay past the Final Completion Date.

**5.4.1.2 Construction Phase IIB** - The CMAR agrees that if the Work of the Project included in the Construction Phase IIB is not Substantially Completed on or before the Substantial Completion Date applicable to this phase of the Project, the CMAR shall pay the Owner as liquidated damages and not as a penalty the sum of \$3,000 per day for each day of unexcused delay past the Substantial Completion Date. The CMAR agrees that if the Work of the Project included in the Construction Phase IIB is not Finally



Completed on or before the Final Completion Date, the CMAR shall pay the Owner as liquidated damages and not as a penalty the sum of \$1,500 per day for each day of unexcused delay past the Final Completion Date.

**5.4.1.3** The liquidated damages provided herein shall be the sole and exclusive remedy for any unexcused delay in the performance of CMAR's obligations hereunder and shall be in lieu of any and all other liability to the Owner for extra costs, losses, expenses, claims, penalties and any other damages of whatever nature (whether actual, compensatory, direct, indirect, special, consequential, punitive, or otherwise) incurred by the Owner and which are caused by any unexcused CMAR delay in timely achieving Substantial Completion on or before the Substantial Completion Date. The Parties acknowledge and agree that it would be extremely difficult, if not impossible, to quantify the economic loss incurred by the Owner as a result of such unexcused delay, that the liquidated damages contemplated herein are reasonable and represent a fair approximation of the economic loss to be incurred by Owner as a result of such unexcused delay, and that such liquidated damages shall be enforceable to the maximum extent permitted under Applicable Law. The Owner's right to liquidated damages is not affected by partial occupancy.

## ARTICLE 6 — Compensation

### 6.1 CMAR's Compensation for Preconstruction Phase Services

**6.1.1** The Owner shall compensate CMAR for performance of the CMAR's Preconstruction Phase Services outlined in Paragraph 2.1 hereof on the following basis: **Not-to-Exceed amount of \$ \_\_\_\_\_** (the "Preconstruction Services Cost"). The Preconstruction Services Cost shall be paid on an hourly basis at the rates and for the individuals specified in Exhibit H. In addition, the CMAR shall receive compensation during the Preconstruction Phase for any pre-approved non-labor costs incurred to perform the Preconstruction Services. Other additional costs that will be reimbursed when pre-approved in writing by the Owner may include but are not limited to costs of testing, intrusive investigation, selective demolition and restoration, copying, blueprints and courier costs. The Preconstruction Services hourly rates identified in Exhibit H are fully loaded and include personnel and consultant costs and all benefits, materials, equipment, taxes, B&O taxes, insurance, profit and overhead. Costs that would cause the not-to-exceed amount to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. The Construction Manager's Fee does not apply to Preconstruction Services, and any savings from the not-to-exceed amount for Preconstruction Services will revert to the Owner.

### 6.2 CMAR Compensation for Early Work(s) Package(s)

**6.2.1** If the Parties agree to negotiate Early Work Packages, refer to **Exhibit D**. Services performed for Early Works shall be subject to this Agreement and the



General Conditions and other provisions of the Contract Documents applicable to the Phase II Construction Services.

### 6.3 CMAR's Compensation for Construction Phase Services

**6.3.1** The Owner shall compensate the CMAR for Work performed and described in a Phase II Construction Price Amendment on the basis of a Guaranteed Maximum Price, as set forth in such Phase II Construction Price Amendment and General Conditions.

**6.3.2** The CMAR's Fee for the Work during the Construction Phase shall be the fixed, lump sum amount that will be calculated as (a) the percentage specified in the Final Proposal Form ( \_\_\_\_\_ Percent ( \_\_\_\_%)) times (b) Costs of the Work and the Specified General Conditions.

**6.3.3** The not-to-exceed amount for Negotiated Support Services and any other negotiated self-perform Work will be negotiated and established at the time of establishing the Guaranteed Maximum Price.

**6.3.4** The Specified General Conditions are in the fixed amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The bid Specified General Conditions Costs are based upon the assumed construction duration established in the Agreement. If the assumed construction duration is extended upon execution of the Phase II Construction Price Amendment, the maximum additional Specified General Conditions Costs to which the CMAR is entitled shall be capped at a daily rate established by dividing the total fixed Specified General Conditions amount stated in the CMAR's Price Proposal by the assumed duration of construction established in the Agreement. If the assumed duration of construction is reduced upon execution of the Phase II Construction Price Amendment, the Specified General Conditions Costs shall be correspondingly reduced at this daily rate.

### 6.4 Hourly Rates

**6.4.1** Where Work or portions thereof performed by the CMAR for Preconstruction Phase Services is charged on an hourly rate basis, such Work shall be subject to and completed in accordance with the CMAR's fully-burdened hourly rate schedule attached hereto as **Exhibit H** and incorporated herein by this reference and shall be inclusive of markup for overhead and profit. A separate hourly rate schedule for Construction Phase Services shall be attached to the Phase II Construction Price Amendment upon Owner's and CMAR's mutual execution of the same and shall be at cost without markup for overhead and profit.

## ARTICLE 7 — Changes

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order, Owner Change Directive, and Field Order, in each case in accordance with and subject to the terms and provisions of Article 7 of the General Conditions and any Phase II Construction Price Amendment executed in connection herewith for the Project.

## ARTICLE 8 — Payment

Payments for Preconstruction Phase Services shall be made **monthly** in proportion to services performed. Payments are due and payable within thirty (30) days of presentation of the CMAR's approved request for payment. Amounts unpaid more than **thirty (30)** days after the invoice due date shall bear interest at the Bank of America prime rate plus two percent (2%) per annum unless a higher rate is required by law.

- 8.1** Payments for Construction Phase Services performed following the execution of a Phase II Construction Price Amendment for the same shall be made in accordance with such Amendment and the General Conditions.

## ARTICLE 9 — Liability

### 9.1 Waiver of Consequential Damages

Except for (a) damages mutually agreed upon by the Parties as liquidated damages in Paragraph 5.4 hereof, (b) damages asserted by third parties that are subject to the CMAR's indemnity obligations, and (c) subject to the following provisions set forth in this Paragraph 9.1, notwithstanding anything else herein to the contrary, the Owner and the CMAR agree to waive all claims against each other for any consequential or other special damages that may arise out of or relate to this agreement. The Owner agrees to waive consequential or other special damages including, but not limited to, loss of tax abatements or credits, cost of purchased or replacement product or claims from customers or suppliers of Owner, loss of income, profit, or revenue related to the Project, as well as the loss of business, opportunity, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation or goodwill and/or insolvency regardless of whether any of the foregoing are found to be direct or indirect. The CMAR agrees to waive consequential damages including, but not limited to, loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation and / or insolvency. The Owner does not waive consequential or special damages for loss of use of the Project or the cost of substitute facilities or services, including rental expenses. This provision shall not be construed to impair the CMAR's obligation to defend, indemnify, and hold harmless the Owner against claims for consequential or special damages asserted by third parties. The provisions of this paragraph shall also apply to the termination of this Agreement and shall survive such termination.

## **9.2 CMAR’s Limitation of Liability**

[Not used].

## **9.3 [Not used].**

# **ARTICLE 10 — Dispute Mitigation and Resolution**

## **10.1 Claims Procedures**

Claims procedures are governed by Article 11 of the General Conditions.

## **10.2 Preconstruction Phase Services**

If, during the Preconstruction Phase Services the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties’ representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties’ representatives are not able to resolve such matter within five (5) business days from the date of first discussion, the Parties’ representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the Parties shall submit such matter to the mediation procedures identified in Paragraph 11.2.2 of the General Conditions as a condition precedent to any judicial forum or voluntary binding alternative dispute resolution proceeding subsequently agreed to by the Parties.

## **10.3 Construction Phase Services**

During the Construction Phase Services, the Parties shall resolve any disputes between them in accordance with the dispute mitigation and resolution procedures selected by them in Article 11 of the General Conditions.

# **ARTICLE 11 — Miscellaneous Provisions**

## **11.1 Governing Law**

This Agreement shall be governed by the laws of the State of Washington.

## **11.2 Severability**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

### **11.3 No Waiver of Performance**

The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

### **11.4 Titles and Groupings**

The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's Specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs, or the use of headings be construed to limit or alter the meaning of any provisions.

### **11.5 Joint Drafting**

The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

### **11.6 [Federal Financial Assistance. SBE, MBE, WBE, DBE Provisions.]**

### **11.7 Counterparts; Electronic Signatures**

This Agreement, the General Conditions, and other Contract Documents may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement and/or the other Contract Documents, as applicable, shall be deemed originals for all purposes.

### **11.8 Attorneys' Fees**

[Not used].

### **11.9 Exhibits, Schedules, and Addenda**

Exhibits, schedules, and addenda bearing on the payment and performance of the Construction Phase Services will be attached to the Phase II Construction Price Amendment for such Construction Phase Services. The following exhibits pertaining to the Preconstruction Phase Services are attached hereto and incorporated herein by this reference:

Exhibit A	General Conditions to Agreement
Exhibit B	CMAR Phase I Preconstruction Scope of Services
Exhibit C	Phase I Notice to Proceed
Exhibit D	Phase I Early Work(S) Package(S) (if applicable)
Exhibit D.1	Phase I Early Work(S) Package(S) Amendment Form (if applicable) [Refer to Phase II Construction Price Amendment Template for completion of Early Works Amendment]
Exhibit E	Upon Execution, Phase II Construction Price Amendment
Exhibit F	Initial Schedule of Work
Exhibit G	Project Technical Scheduling Requirements
Exhibit H	Preconstruction Phase Services Work Plan and Hourly Rate Schedule
Exhibit I	Project Technical Performance Requirements
Exhibit J	Cost Responsibility Matrix
Exhibit K	RFQ, RFP, CMAR's Response to RFQ, CMAR's Final Proposal Form

## 11.10 Cooperation

The parties shall endeavor to promote harmony, mutual respect, and cooperation among the Owner, the Engineer, the CMAR, the Project Manager, authorities having jurisdiction, and other persons or entities employed by them for the Project to the fullest extent possible in order to further the interests of the Owner in the Project and to effect prompt and successful completion of the Project within the requirements of the Contract Documents, the Contract Time and the Guaranteed Maximum Price.

## ARTICLE 12 – Preconstruction Phase Insurance

### 12.1 General

During the Preconstruction Services Phase, the CMAR shall purchase and maintain insurance subject to the terms and conditions of this Article 12.

### 12.2 CMAR's Liability Insurance

**12.2.1** The CMAR shall procure and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Commercial Automobile Liability

Insurance, and occurrence-based Commercial General Liability Insurance and Excess Liability (CGL/XS). The CGL/XS policies shall include coverage for liability arising from premises, operations, products-completed operations, personal injury, property damage, advertising injury, blanket contractual liability, and explosion, collapse or underground (XCU). The CMAR's Employer's Liability, Commercial Automobile Liability, Commercial General Liability, and Excess Liability Insurance policies, as required in this article, shall be written with at least the following limits of liability:

**12.2.2** Commercial General and Excess Liability Insurance with limits of liability as shown below. Such coverage shall provide an extended completed operations period of three (3) years from the date of Substantial Completion of the Project.

**12.2.2.1** \$2,000,000 Each Occurrence

**12.2.2.2** \$4,000,000 General Aggregate

**12.2.2.3** \$4,000,000 Products/Completed Operations Aggregate

**12.2.2.4** \$4,000,000 Personal and Advertising Injury Limit

**12.2.3** Employer's Liability

**12.2.3.1** \$1,000,000 Bodily Injury by Accident  
Each Accident and General Aggregate

**12.2.3.2** \$1,000,000 Bodily Injury by Disease Policy Limit

**12.2.3.3** \$1,000,000 Bodily Injury by Disease Each Employee

**12.2.4** Business Automobile Liability Insurance

**12.2.4.1** \$1,000,000 Each Accident, \$2,000,000  
Combined Annual Aggregate

Commercial General Liability, Employer's Liability, and Commercial Automobile Liability coverages required above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

**12.2.5** Workers' Compensation Insurance in the required statutory minimum amounts.

**12.2.6** Except as provided herein, all insurance coverage required by this Paragraph 12.2 shall be maintained without interruption from the date of commencement of the Work through six (6) years after the date of Substantial Completion.

## 12.3 Professional Liability Insurance

In any circumstances where, as part of the Preconstruction Services, the CMAR is required to perform either through its own forces or through the services of Subcontractors or consultants retained by the CMAR, professional services of architects or engineers, the CMAR and any of its Subcontractors or consultants performing professional services shall obtain Professional Errors and Omissions Liability Insurance for claims arising from the negligent performance of the professional design or engineering services under this Agreement, with a company(ies) reasonably satisfactory to the Owner and who maintain a current Policyholder Alphabetic Category Rating of not less than "A-" and Financial Size Category Rating of not less than "VIII" according to the latest edition of Best's Key Rating Guide, including coverage for all professional liability, subject to policy terms, conditions, definitions, and exclusions, and written for \$2,000,000 per claim and in the aggregate. The premiums and deductibles for such professional liability insurance shall be paid by the CMAR as part of the Preconstruction Services Cost. A combined Professional and Pollution Liability Insurance policy may be used to satisfy this requirement. The CMAR and, as applicable, its Subcontractors and consultants, shall maintain the Professional Errors and Omissions Liability Insurance required by this Paragraph 12.3 for a period of six (6) years after Substantial Completion of the Work.

## 12.4 Policy Requirements

**12.4.1** Except for the Workers' Compensation and Professional Errors and Omissions Liability Insurance required to be maintained by the CMAR in accordance with this Article 12, each of the insurance coverages required to be maintained by the CMAR in accordance with this Article 12 shall be endorsed to provide that it shall not be terminated, be permitted to expire, or be subject to nonrenewal except on thirty (30) days' prior written notice to the Owner (ten [10] days' prior written notice for nonpayment of premiums). All of the insurance required to be maintained by the CMAR in accordance with this Article 12 shall be maintained with insurers, and on forms reasonably acceptable to the Owner. All policies, except for Employer's Liability Insurance, Workers' Compensation, and any Professional Liability Insurance policies required under this Article 12, shall continuously name the Owner, the Owner's Board of Commissioners, the Engineer, the Owner's Project Manager, and the respective officers, directors, parents, partners, members, subsidiaries, and employees of each of the foregoing, and other Parties as may be designated by the Owner in writing at any time and as may be changed from time to time (collectively, with the Owner, the "Owner Parties") as additional insureds on a primary and noncontributing basis, with coverage provided to such additional insureds at least as broad as provided to the named insured and as provided by unmodified ISO endorsement form number CG 20 10 04 13. All insurance policies and certificates must reference the specific property address (including suite number, if applicable).

**12.4.2** All insurance policies required to be maintained by the CMAR shall be issued by companies licensed in the jurisdiction in which the Project is located and who maintain a current Policyholder Alphabetic Category Rating of not less than



“A-” and Financial Size Category Rating of not less than “VIII” according to the latest edition of Best’s Key Rating Guide. Prior to the CMAR commencing the Preconstruction Services, and no later than 10 days after execution of the Agreement, the CMAR shall furnish the Owner with Certificates of Insurance, on forms reasonably acceptable to the Owner, evidencing that the required insurance policies are in full force and effect and that the same provide the required coverages and amounts of insurance listed in this Article 12 and confirming that the additional insured coverage, the primary and noncontributing endorsement and the waiver of subrogation endorsement are each in effect and have been provided to the Owner Parties. At the Owner’s request, the CMAR shall provide the Owner with complete copies of each insurance policy.

**12.4.3** All Commercial General Liability insurance carried by any Owner Parties, which may be applicable, shall be deemed to be excess insurance and the CMAR’s Commercial General Liability insurance shall contain a provision that it is deemed primary and noncontributing for both defense and indemnity with any Commercial General Liability insurance carried by or available to the Owner Parties. Each required insurance policy where the Owner is an additional insured shall provide for full Separation of Insureds such that the insurance applies separately to each insured against whom a claim or suit is asserted and the policies, except for Professional Liability, shall not contain any limitation or exclusion for claims or suits by one insured against another.

**12.4.4** The Commercial General Liability and Commercial Auto Insurance may be provided on a combination of primary and umbrella/follow form excess insurance policies. Any such umbrella/follow form excess insurance policies shall provide that the coverage “follows form” to the underlying insurance and that such policy provides substantially equivalent or broader coverage than that provided by such underlying insurance, including the coverage for all required additional insureds; provided, however, that any material changes shall be subject to the Owner’s approval.

**12.4.5** The CMAR shall report immediately to the Owner and confirm in writing any injury, loss, or damage incurred or caused by the CMAR or any Subcontractors or Suppliers of any tier, or its receipt or notice of any claim by a third party, or any occurrence that might give rise to such claim. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the CMAR to the Owner with reasonable promptness.

**12.4.6** To the fullest extent permitted by law, the CMAR hereby waives all rights of recovery against Owner Parties on account of loss or damage occasioned to the CMAR or Others under the CMAR’s control or for whom it is responsible to the extent such loss or damage is insured against under any of the CMAR’s insurance policies which may be in force at the time of the loss or damage or would have been so insured against if the CMAR had complied with its obligations under this Article 12. In addition, all of the insurance policies and coverages required to be obtained, pursuant to the provisions of this Article 12, by the CMAR shall provide



for or be endorsed to provide a waiver of rights of recovery (including, but not limited to, subrogation) against the Owner Parties.

**12.4.7** If the CMAR fails to comply with any of the provisions of this Article 12, the CMAR, at its own cost, shall, to the fullest extent permitted by law, defend, indemnify, protect, and hold harmless the Owner Parties from and against any and all Claims (including, but not limited to, Claims arising or resulting from the death or injury to any person or damage to any property) to the extent that the Owner would have been protected by any and all insurance arrangements made by the CMAR, or any third party, had the CMAR complied with all of the provisions of this Article 12.

**12.4.8** In the case of policies expiring while Preconstruction Services are in progress, a renewal certificate with all applicable endorsements must be received at the business office of the Owner prior to the expiration of the existing policy or policies. If at any time the CMAR's insurance fails to meet the requirements stated herein, all payments may be held until the noncompliance has been corrected to the Owner's satisfaction.

**12.4.9** None of the requirements contained in this Article 12 as to types, limits, and acceptability of insurance coverage to be maintained by the CMAR and Subcontractors and Suppliers of any tier are intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by the CMAR or any Subcontractor or Supplier of any tier under the Agreement or other Contract Document, or at law, including, without limitation, such Parties' indemnification obligations and liability in excess of the limits of the coverages required herein. Neither receipt of certificates, endorsements, or policies showing less or different coverage than required, nor any other forbearance or omission by the Owner, shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein. The CMAR and Subcontractors and Suppliers of any tier shall be solely responsible to pay any amount that lies within the deductible(s) or self-insured retention(s) of such Parties' policies, regardless of the amount of the deductible(s) or self-insured retention(s) and regardless of the cause of the loss or damage.

**12.4.10** None of the insurance requirements contained herein or elsewhere in the Contract Documents shall relieve the CMAR or any Subcontractor or Supplier of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with the Contract Documents.

**12.4.11** The CMAR shall immediately notify the Owner in writing upon receipt by the CMAR, or its insurance broker or agent, of any notice of cancellation, nonrenewal, or rescission of any policy required to be maintained by the CMAR pursuant to this paragraph. Upon receipt of notice from the CMAR, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the CMAR. The furnishing of notice by the CMAR shall not relieve the CMAR of any contractual obligation to provide any required coverage.

**12.4.12** All insurance policies and certificates must reference the specific property address (including suite number if applicable) and must include the Owner Parties as additional insureds on a form acceptable to the Owner, except the Workers' Compensation policy, Employer's Liability policy and any Professional Liability Insurance policies required by the Agreement.

This Agreement is entered into as of the date entered in Article 1.

OWNER: **Kitsap County**

BY: .....

PRINT NAME \_\_\_\_\_

PRINT TITLE \_\_\_\_\_

CONSTRUCTION MANAGER AT-RISK (CMAR)

\_\_\_\_\_

BY: .....

PRINT NAME \_\_\_\_\_

PRINT TITLE \_\_\_\_\_

# Exhibit A—General Conditions to Agreement

# **CONSTRUCTION MANAGEMENT AT-RISK (CMAR)**

## **Contract Template:**

***Exhibit A – General Conditions to  
Agreement***



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WCDA NO. CMAR-106-2023

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**Project Name**  
**General Conditions to Agreement Dated**  
**\_\_\_\_\_ , 2024 (“Agreement”)**

Between

\_\_\_\_\_, as Owner (“Owner”), whose address is:

**Kitsap County**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and

\_\_\_\_\_, as Construction Manager at-Risk (“CMAR”),  
whose address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the following Project (“Project”):

\_\_\_\_\_

In which **HDR, Inc.** is the Engineer (“Engineer”).

Capitalized terms used herein but not defined herein shall have the meanings given them in the Agreement, Phase II Construction Price Amendment, and other Contract Documents.

# ARTICLE 1— General Provisions

## 1.1 Contract; Order of Precedence

The Contract Documents are enumerated in the Agreement and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Agreement, other documents or exhibits listed in or attached to the Agreement, and Modifications issued after execution of the Agreement. A “Modification” is (a) a written amendment to the Agreement signed by both the Owner and the CMAR (each a “Party” and collectively, the “Parties”), (b) a Change Order, (c) an Owner Change Directive, or (d) a written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, instructions to bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the CMAR’s bid or proposal, or portions of addenda relating to bidding or proposal requirements. Conflicts, ambiguities, or inconsistencies between or amongst the Contract Documents are governed by and subject to the order of precedence set forth in Paragraph 1.1.5 hereof.

**1.1.1** The Drawings and Specifications are complementary. If Work is shown only on one but not on the other, the CMAR shall perform the Work as though fully described on both, in all cases consistent with the Contract Documents.

**1.1.2** In case of conflicts or inconsistencies between the Drawings and Specifications, the CMAR shall provide prompt written notice to the Owner and the Owner and the CMAR shall attempt to resolve the conflict or inconsistency through mutual and good faith discussions. If the Parties are unable to resolve the matter in a mutually satisfactory manner, the CMAR shall be entitled to submit a Claim in accordance with Article 11 hereof for the increased cost and time caused by or resulting from such conflict or inconsistency.

**1.1.3** Where figures are given, they shall be preferred to scaled dimensions.

**1.1.4** Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Agreement or these General Conditions, shall be interpreted in accordance with their well-known meanings.

**1.1.5** In the event of a conflict between provisions of any of the Contract Documents which cannot be resolved by giving effect to both provisions, the order of precedence of the Contract Documents in descending order, shall be as follows:

**1.1.5.1** Amendments and Change Orders, with precedence of amendments and Change Orders in reverse order of execution;

**1.1.5.2** The Agreement, including all exhibits thereto; in event of a conflict between the body of the Agreement and (or between) Agreement exhibits

which cannot be resolved by giving effect to both provisions, the order of precedence shall be the body of the Agreement followed by the exhibits in the order they are attached to the body of the Agreement, with precedence of such exhibits given in the order in which they are attached to the Agreement;

**1.1.5.3** Supplementary Conditions, if any, to the Contract Documents;

**1.1.5.4** These General Conditions;

**1.1.5.5** Drawings and Specifications; and

**1.1.5.6** Notice to Proceed.

If any provision of the Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provisions of the Agreement govern, unless the other provision specifically refers to the provision it supersedes and replaces it in the Agreement or unless otherwise superseded by the order of precedence set forth above in this Paragraph 1.1.5.

**1.1.6** The Agreement and other Contract Documents are solely for the benefit of the Owner and the CMAR except to the extent expressly provided in the Agreement, represents the entire and integrated agreement between such Parties, and supersedes all prior and contemporaneous negotiations, representations, or agreements, either written or oral.

## **1.2 Relationship of Parties**

The Owner and the CMAR agree to proceed with the Project based on mutual trust, good faith, and fair dealing.

**1.2.1** The CMAR shall furnish preconstruction, permitting assistance, construction, administration, and management services and use the CMAR's reasonable efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Owner and CMAR shall endeavor to promote harmony and cooperation among all Project participants.

**1.2.2** The CMAR represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

**1.2.3** Neither the CMAR nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in the Agreement unless authorized in writing by the Owner's Representative.

**1.2.4** The Owner's Representative shall possess full authority to give instructions from the Owner and shall be able to issue directions and Change Orders to the CMAR. WAIVERS OF PROVISIONS OF THIS CONTRACT CAN ONLY BE MADE IN WRITING AND BY THE OWNER'S DESIGNATED REPRESENTATIVE. No

other person is authorized to grant such waivers on behalf of the Owner. No officer, agent, representative, or employee of the Owner shall be personally responsible for any liability arising under this Agreement.

**1.2.5** The CMAR Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The CMAR shall notify the Owner in writing of a change in the designation of the CMAR Representative. Upon such notice, the Owner will have **ten (10)** Business Days to approve or reject the change in designation. Should the Owner reject the CMAR Representative, the CMAR and Owner shall meet within one (1) Business Day to decide on who will serve as the CMAR Representative.

**1.2.6** The Owner and the CMAR shall perform their obligations with integrity, ensuring at a minimum that:

**1.2.6.1** Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

**1.2.6.2** The Owner and the CMAR warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers, and employees, Subconsultants, or Others from whom they may be liable, to secure preferential treatment.

**1.2.7** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the CMAR and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, although the Owner does not waive any third-party beneficiary rights or rights to assignment it may otherwise have as to Subcontractors of any tier, (3) between the Owner and the Engineer or the Engineer's consultants, or (4) between any persons or entities other than the Owner and the CMAR.

## **1.3 Engineer**

The Owner, through its Engineer, shall provide all engineering and other design services and administration necessary for the completion of the Work. The Owner shall obtain from the Engineer a license for the CMAR and Subcontractors to use the design documents prepared by the Engineer solely in connection with the Project, and shall indemnify, defend, and hold harmless the CMAR against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents except if used by the CMAR or any other entity on work not contemplated by this Agreement or work outside the Project, in which case the CMAR shall indemnify, defend, and hold harmless the Owner and Engineer against any suits resulting from such use. All copies of the Engineer's design documents, except the CMAR's Project Record Documents, shall be returned or suitably accounted for to the Engineer, on request, upon completion of the Work. The CMAR may retain one record set. The CMAR, Subcontractors, Sub-subcontractors, and suppliers may not use the Engineer's design documents on

other projects outside the scope of the Work without the specific written consent of the Owner and the Engineer.

The CMAR acknowledges that drawings, specifications, any other information or documentation that the CMAR receives in digital form may contain transmission or translation errors and are issued for convenience only, and thus the CMAR may only rely upon hard copy documents and stamped pdfs. Any electronic files other than pdf files will be provided for the convenience of the CMAR. Neither the Engineer nor the Owner shall be liable for any inaccuracy or incompleteness in information contained in an electronic copy other than PDF files of the Engineer's design documents. Electronic files other than PDF files are not Contract Documents and cannot be relied upon as identical to the Contract Documents. Use of information contained in electronic files other than PDF files is at the CMAR's risk and without liability to the Engineer or the Owner. The CMAR is required to execute the Engineer's electronic document release to obtain the design documents other than hard copy and pdf files.

## **ARTICLE 2 — CMAR Preconstruction Phase and Construction Phase Responsibilities**

### **2.1 General Responsibilities**

**2.1.1** The CMAR shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord and consistent with the Contract Documents as being necessary to produce the indicated results. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the CMAR shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors." The CMAR shall: have a current state unified business identifier number; have industrial insurance coverage for the CMAR's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

**2.1.2** The CMAR shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures used, unless the Contract Documents give other specific instructions. In such case, the CMAR shall not be liable to the Owner for damages resulting from compliance with such instructions unless the CMAR recognized and failed to timely report to the Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures. The CMAR shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in Subparagraph 2.1.6 nor shall the CMAR be liable for

professional services rendered by or design documents prepared by the Engineer or any of its consultants or subconsultants at any tier. The CMAR shall be entitled to rely upon the adequacy, accuracy, and completeness of all design, engineering, and other consulting services provided by the Engineer and its consultants and subconsultants at all tiers and/or other consultants retained directly or indirectly by the Owner. The CMAR shall have no liability to the Owner or any other Party for the failure of any Drawings, Specifications, or other design or engineering produced by Others to be adequate, correct, complete, and free from defect for any purpose or to comply with Applicable Law, all of which shall remain the responsibility of the Engineer.

**2.1.3** The CMAR shall perform Work only within locations allowed by the Contract Documents, applicable permits, and Applicable Law.

**2.1.4** The CMAR and its Subcontractors shall review and compare each of the Contract Documents with the others and with information furnished or made available by Owner and shall, subject to limitations set forth in Subparagraph 2.1.2 hereof, promptly report in writing to Owner's Representative any errors, inconsistencies, or omissions it discovers in the Contract Documents or inconsistencies it discovers with Applicable Law observed by the CMAR or its Subcontractors. The CMAR and its Subcontractors shall take field measurements, verify field conditions, and compare with the Contract Documents with such field measurements and conditions before commencing any of the Work. The observations and measurements are for the purpose of facilitating coordination and construction by the CMAR and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, they are opportunities for the CMAR to identify any readily observable or potential errors, omissions, or inconsistencies in the Contract Documents. Readily observable errors, inconsistencies, or omissions discovered by the CMAR shall be promptly reported in writing to Owner's Representative. The CMAR maintains responsibility for losses, including the costs of correcting Defective Work involving an error, inconsistency, or omission by the CMAR and/or its Subcontractors which are caused by or are attributable to the CMAR, but the CMAR does not have responsibility for losses arising from design or engineering errors or omissions and it is recognized that the CMAR's review, observations, and measurements are made in the CMAR's capacity as a construction manager and not as a licensed design or engineering professional.

**2.1.5 Worksite Visit.** The CMAR acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work and, during the Preconstruction Phase, has participated in Owner/Engineer work sessions and provided input and feedback to the Owner and Engineer on the design and engineering of the Project, both from a constructability and a budgeting and cost-trending analysis standpoint. The CMAR will advise the Owner if it requires additional visits to increase its familiarity with the general and local conditions of the Worksite which may impact the Work.

**2.1.6 Professional Services.** The CMAR may be required to procure professional services to carry out its responsibilities for construction means, methods, techniques, sequences, and procedures or as such services are specifically called for by the Contract Documents. The CMAR shall obtain these professional services and any design certifications required from licensed design professionals. All Drawings, Specifications, calculations, certifications, and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner, through the Engineer, shall indicate all required performance and design criteria. The CMAR shall not be responsible for the adequacy of such performance and design criteria. The CMAR shall not be required to provide such services in violation of Applicable Law in the jurisdiction where the Project is located. Should the CMAR refuse to provide services based on the inadequacy of design criteria or because of a violation of existing Applicable Law, the CMAR shall provide notice and an explanation to Owner within **ten (10)** Business Days of the CMAR becoming aware of the issue. The CMAR shall work with Owner to mitigate the issue.

## **2.2 Preconstruction Phase Services**

The CMAR's Scope of Work responsibilities include the Preconstruction Phase Services defined and described in the Agreement. The CMAR shall perform such Preconstruction Phase Services at the time, in the manner, and for the Fee set forth in Article 2 of the Agreement. Unless otherwise mutually agreed in writing by the Owner and the CMAR, such Preconstruction Phase Services do not require or obligate the CMAR to generate or produce any design or engineering for the Project but will require the CMAR to participate in Owner/Engineer work sessions and provide input and feedback to the Owner and Engineer on the design and engineering of the Project from a constructability, budgeting, schedule, and cost-trending analysis standpoint. The CMAR, when providing input and feedback, shall not be responsible or liable for any design or engineering related work or services. However, the CMAR shall be responsible for any temporary works or related construction engineering necessary to implement the construction of the Project.

## **2.3 Construction Phase Services**

**2.3.1 Commencement.** Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, the CMAR's Construction Phase Services shall commence upon execution of a Phase II Construction Price Amendment for the Project or specific Bid Package or other portion of the Work.

**2.3.2 Coordination.** The CMAR shall supervise, coordinate, and direct the Work using the CMAR's ordinary skill and attention. Subject to Subparagraph 2.1.2, the CMAR shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions

of the Work. The CMAR shall manage and administer all phases of construction activities to achieve the completion of all Work within the requirements of the Contract Documents. The CMAR shall coordinate the Work of its Subcontractors and Material Suppliers to optimize efficiency and minimize conflict and interference between the various Subcontractors on-site. It is recognized, however, that the CMAR is not acting in the capacity of a licensed design professional, and that the CMAR's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies in the design Drawings or plans created by the Engineer or to ascertain from the design Drawings or plans created by the Engineer compliance with Applicable Laws. The CMAR does not have an affirmative responsibility to detect errors or omissions by the Engineer.

**2.3.3 Cost Reporting.** The CMAR shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The CMAR shall maintain a complete set of all books and records prepared or used by the CMAR with respect to the Project. The CMAR's records supporting its performance and billings under this Agreement shall be current, complete, and accurate and maintained according to Generally Accepted Accounting Principles, consistently applied. The Owner shall be afforded access to all the CMAR's records, books, correspondence, instructions, Drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement for inspection in its native format and copying (including electronic copying) by the Owner or its representatives. The CMAR shall preserve all such records for a period of three years after the Final Payment in accordance with Paragraph 8.9 hereof or longer where required by law.

#### **2.3.4 Construction Personnel and Supervision**

**2.3.4.1** The CMAR shall provide competent supervision for the performance of the Work. Before commencing the Work, the CMAR shall notify the Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the CMAR shall name a different superintendent for the Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

**2.3.4.2** The CMAR shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the CMAR or any of its Subcontractors and Material Suppliers.

**2.3.4.3** The CMAR shall permit only fit and ordinarily skilled persons to perform the Work. The CMAR shall enforce safety procedures, discipline, and good order among persons performing the Work. If the Owner reasonably determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, the CMAR shall



immediately reassign the person on receipt of the Owner's written notice to do so.

### **2.3.5 Submittals**

**2.3.5.1** The CMAR shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The CMAR shall prepare and deliver its submittals to the Owner and Engineer in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. When the CMAR delivers its submittals to the Owner, the CMAR shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The review and approval of any CMAR submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation or substitution causes an impact to the Phase II Construction Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Further, the Owner shall not make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the CMAR. If the Contract Documents do not contain submittal requirements pertaining to the Work, the CMAR agrees upon request to submit in a timely fashion to the Owner for review and approval any submittals, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Owner.

**2.3.5.2** The CMAR shall perform all Work strictly in accordance with approved submittals. Approval does not relieve the CMAR from responsibility for Defective Work resulting from errors or omissions of any kind on the approved submittals.

**2.3.5.3** Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to the Owner upon request: Drawings, Specifications, addenda, and other Modifications, and required submittals including product data, samples, and shop drawings.

**2.3.5.4** No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the CMAR obtains all approvals required under the Contract Documents for substitutions. All such substitutions shall be memorialized promptly by written approval by the Owner no later than seven (7) days following the Owner's receipt of a written request for approval thereof. If required, the CMAR will prepare a Change Order request within seven (7) days following approval by the Owner and, if applicable, provide for an adjustment in the Phase II Construction Price or Contract Time.

**2.3.5.5** The CMAR shall prepare and submit to the Owner updated electronic data, in accordance with Subparagraph 3.8.1.

## **2.3.6 Cooperation with Work of Owners and Others**

**2.3.6.1** The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, cleanup, and safety which are substantively the same as the corresponding provisions of this Agreement.

**2.3.6.2** If the Owner elects to perform work at the Worksite directly or by Others, the CMAR and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the CMAR and assist with the coordination of activities and the review of construction schedules and operations. The Phase II Construction Price or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted, as mutually agreed by the Parties and only to the extent the critical path of the CMAR's work is impacted, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The CMAR, Owner, and Others shall adhere to the revised Schedule of the Work until it may subsequently be revised.

**2.3.6.3** With regard to the work of the Owner and Others, the CMAR shall (a) proceed with the Work in a manner which does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the CMAR's construction and operations with theirs as required by Subparagraph 2.3.6.2.

**2.3.6.4** Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the CMAR shall visually examine such work performed by the Owner or Others and give the Owner prompt, written notification of any defects the CMAR discovers therein of their work which will prevent the proper execution of the Work. The CMAR's obligations in this Subparagraph 2.3.6.4 do not create a responsibility for the work of Others but are for the purpose of facilitating the Work. If the CMAR does not notify the Owner of patent defects interfering with the performance of the Work, the CMAR acknowledges that to the CMAR's reasonable knowledge at the time, the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the CMAR of defects, the Owner shall promptly

inform the CMAR what action, if any, the CMAR shall take regarding the defects.

### **2.3.7 Cutting, Fitting, and Patching**

**2.3.7.1** The CMAR shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others, if within the CMAR's Scope of Services.

**2.3.7.2** Cutting, patching, or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

### **2.3.8 Cleaning Up**

**2.3.8.1** The CMAR shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the CMAR shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The CMAR shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the CMAR shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris created by the CMAR and its Subcontractors.

**2.3.8.2** If the CMAR fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Owner of noncompliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the CMAR in the next payment period.

**2.3.9 Access to Work.** The CMAR shall facilitate the access of the Owner, its Engineer, and Others to Work in progress. The Owner, Engineer, and Others shall follow safety protocols in effect and in compliance with OSHA.

### **2.3.10 Materials Furnished by the Owner or Others**

**2.3.10.1** In the event the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the CMAR to visually examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the CMAR shall be the responsibility of the CMAR and may be deducted from any amounts due or to become due the CMAR. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the CMAR of defects, the Owner shall promptly inform the CMAR what action, if any, the CMAR shall take regarding the defects.

### **2.3.11 Tests and Inspections**

**2.3.11.1** The CMAR shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other Work related to the Project. The CMAR shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in Subparagraph 2.3.11.3 below or unless otherwise required by the Contract Documents, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the CMAR and promptly delivered to the Owner.

**2.3.11.2** If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the CMAR shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in Subparagraph 2.3.11.3.

**2.3.11.3** If the procedures described in Subparagraph 2.3.11.1 and 2.3.11.2 indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the CMAR, the CMAR shall be responsible for costs of correction and retesting.

## **2.4 Warranty**

**2.4.1** The CMAR warrants that all materials and equipment furnished under the Agreement will be new unless otherwise specified, of good quality, and in conformance with the Specifications and Drawings set forth in the Contract Documents. The CMAR further warrants that the Work shall be in conformance with the Specifications and Drawings set forth in the Contract Documents, shall be free from defects in materials and workmanship not intrinsic in the design or materials required in the Contract Documents. The CMAR's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use, or operation for a purpose for which the Project was not intended, improper or insufficient maintenance, inadequate, incomplete, or defective design, modifications performed by the Owner or Others, or abuse. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND ARE NULL AND VOID. The CMAR's warranty pursuant to this Subparagraph 2.4.1 shall commence on the Date of Substantial Completion of the Work .

**2.4.2** The CMAR shall obtain from its Subcontractors and Material Suppliers any special or extended warranties expressly required by the Contract Documents. The CMAR shall collect, assign, and deliver to the Owner any specific written warranties given by others. Warranty language shall comply with the Contract Documents and shall be submitted to the Owner and Engineer at least thirty (30) days prior to ordering the warranted material or equipment.

**2.4.3** The CMAR is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents.

**2.4.4** Warranties in the Contract Documents shall survive Final Completion, Final Payment, and the correction period identified in Section 2.5.

## **2.5 Correction of Defective Work**

**2.5.1** If prior to Substantial Completion and within one year after the date of Substantial Completion of the Work (or any phase thereof) any Defective Work is found, the Owner shall promptly notify the CMAR in writing. Unless the Owner provides written acceptance of the condition, the CMAR shall promptly correct the Defective Work at its sole cost and expense. If the Owner discovers a defect, the Owner shall notify the CMAR promptly after the date of discovery. Work that is found not to conform to the requirements of the Agreement prior to Substantial Completion but does not prevent achievement of Substantial Completion may be corrected prior to Final Completion.

**2.5.2** With respect to any portion of Work first performed after Substantial Completion, the one-year correction period for the Defective Work shall be extended by the time period between Substantial Completion and the actual performance of the later Work.

**2.5.3** If the CMAR fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to Final Payment, the Owner may correct it in accordance with the Owner's right to carry out the Work in Subparagraph 10.2.3. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the CMAR. If payments then or thereafter due the CMAR are not sufficient to cover such amounts, the CMAR shall pay the difference to the Owner within ten (10) Business Days.

**2.5.4** If after the one-year correction period but before the periods of limitations and repose applicable to the Work in the jurisdiction in which the Project is located have run the Owner discovers any Defective Work, the Owner may, at its option, notify the CMAR. If the CMAR elects to correct the Work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the Owner. The CMAR shall complete the correction of Work within a mutually agreed time frame. If the CMAR does not elect to correct the Work, the Owner may have the Work corrected by itself or Others and charge the CMAR for the reasonable

cost of the correction. The Owner shall provide the CMAR with an accounting of correction costs it incurs. In addition to the foregoing requirements, the Owner may initiate a Claim for breach of warranty against the CMAR.

**2.5.5** If the CMAR's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing building, the CMAR shall be responsible for the cost of correcting the destroyed or damaged property.

**2.5.6** The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the CMAR's other obligations under the Contract Documents.

**2.5.7** Prior to Final Payment, at the Owner's option and with the CMAR's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases, the Phase II Construction Price shall be equitably adjusted for the greater of (i) the cost of correction, or (ii) any diminution in the value of the Project, if any, caused by such Defective Work.

## **2.6 Correction of Covered Work**

**2.6.1** On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others and the CMAR shall be entitled to a Change Order adjusting the Contract Time and/or the Phase II Construction Price for any resulting delay or added cost. If the uncovered Work proves to be defective, the CMAR shall pay the costs of uncovering and replacement.

**2.6.2** If a portion of the Work is covered, contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, the Owner, by written request, may require the CMAR to uncover the Work, at a mutually convenient time, for the Owner's observation. In this circumstance, the Work shall be replaced at the CMAR's expense and with no adjustment to the Contract Time.

**2.6.3** The CMAR is required to correct in a timely fashion any Work rejected by the Owner which fails to comply with the Contract Documents prior to the commencement of the warranty period(s) or during the correction period(s) established under Paragraph 2.5. The CMAR shall correct at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

## **2.7 Safety of Persons and Property**

**2.7.1 Safety Precautions and Programs.** The CMAR shall have the right to control and overall responsibility for safety precautions and programs in the performance of the Work. While this Paragraph 2.7 establishes the responsibility for safety between the Owner and CMAR, it does not relieve the Engineer or Subcontractors of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with the provisions of Applicable Laws.

**2.7.2** The CMAR shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

**2.7.2.1** Its employees and other persons at the Worksite;

**2.7.2.2** Materials and equipment stored at on-site or off-site locations for use in the Work; and

**2.7.2.3** Property located at the Worksite and adjacent to Work areas, whether the property is part of the Work.

**2.7.3 Project Safety Officer.** The CMAR shall designate a Project Safety Officer at the Worksite in the employ of the CMAR who shall act as the CMAR's authorized safety representative with a duty to prevent accidents in accordance with Subparagraph 2.7.2. The CMAR shall report immediately in writing all accidents and injuries occurring at the Worksite. When the CMAR is required to file an accident report with a public authority, the CMAR shall furnish a copy of the report to the Owner concurrent with the report's distribution with the public authority.

**2.7.4** The CMAR shall provide the Owner with copies of all notices required of the CMAR by Applicable Law. The CMAR's safety program shall comply with the requirements of Governmental Authorities having jurisdiction.

**2.7.5** Damage or loss not insured under property insurance which may arise from the Work to the extent caused by negligent acts or omissions of the CMAR, or anyone for whose acts the CMAR may be liable, shall be promptly remedied by the CMAR. If the Owner deems any part of the Work or Worksite unsafe, and such safety concerns are due to the fault or neglect of the CMAR, its Subcontractors, or anyone else for whom such Parties are responsible, the Owner, without assuming responsibility for the CMAR's safety program, may require the CMAR to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the CMAR does not adopt corrective measures, the Owner may perform them and deduct their cost from the Phase II Construction Price. The CMAR agrees to make no claim for damages, or an increase in the Phase II Construction Price, or for a change in the Dates of Substantial or Final Completion based on the CMAR's compliance with the Owner's reasonable request.

## **2.8 Emergencies**



**2.8.1** In an emergency, the CMAR shall act in a reasonable manner to prevent personal injury or property damage. If appropriate, an equitable adjustment in the Phase II Construction Price or Date of Substantial Completion or Date of Final Completion **may** be determined in a Change Order.

## **2.9 Hazardous Materials**

**2.9.1** A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup. The CMAR shall not be obligated to commence or continue Work until any unknown Hazardous Material discovered or encountered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Owner shall retain generator status of any preexisting hazardous materials contained on-site and shall sign manifests for removal of preexisting hazardous materials. The CMAR shall be responsible for the proper handling and disposal of Hazardous Material to the extent the Contract Documents require CMAR or its Subcontractors of any tier to handle and dispose of such Hazardous Material.

**2.9.2** If after the commencement of the Work, unknown Hazardous Material is discovered or encountered at the Worksite, the CMAR shall be entitled to immediately stop Work in the affected area. The CMAR shall report the condition to the Owner, the Engineer, and, if required, the Governmental Authority with jurisdiction. The CMAR shall continue its Work in areas not affected by such Hazardous Material.

**2.9.3** The CMAR shall not be required to perform any Work relating to or around Hazardous Material without written mutual agreement.

**2.9.4** The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effects upon the Work. The CMAR shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the Governmental Authority with jurisdiction.

**2.9.5** If the CMAR reasonably incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the CMAR [shall / may] be entitled to an equitable adjustment in the Phase II Construction Price and in the Dates of Substantial and Final Completion.



**2.9.6** To the extent not caused by the negligent acts or omissions of the CMAR, its Subcontractors and Sub-subcontractors, and the agents, officers, directors, and employees of each of them (collectively, the “CMAR Indemnitees”), and to the extent that the Contract Documents did not require CMAR or its Subcontractors of any tier to handle and dispose of such Hazardous Material, the Owner shall defend, indemnify, and hold harmless the CMAR Indemnitees from and against any and all direct or indirect claims, suits, damages, losses, costs, and expenses (including, but not limited to, attorneys’ fees and costs) incurred by any such CMAR Indemnitees in connection with or arising out of or relating to the performance of the Work in any area contaminated or affected by Hazardous Material or any bodily injury or property damage suffered or incurred by any CMAR Indemnitee, in each case arising out of, relating to, resulting from, or incurred in connection with the generation, location, transportation, or the existence, remediation, or removal of any Hazardous Materials located on, under, in, or adjacent to the Project Site or transported to or from such Project Site, in each case where such generation, location, transportation, or the existence, remediation, or removal resulted from events or circumstances either (a) occurred prior to the CMAR’s execution of any Phase II Construction Price Amendment and entry onto the Project site at commencement of the Construction Phase Services covered by such Phase II Construction Price Amendment, and/or (b) did not result from or arise out of any errors or omissions of the CMAR or its Subcontractors at any tier. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner and such indemnity obligations shall survive the termination of this Agreement and/or the completion of the Work and the transactions contemplated herein.

**2.9.7** To the extent not caused by the acts or omissions of the Owner, its Engineer or other consultants, the agents, officers, directors, and employees of any of them, or any person or entity in the chain of title to the real property comprising the Project or any portion thereof, whether as owner, tenant, guest, licensee, invitee, or otherwise (collectively, the “Owner Indemnitees”), the CMAR shall defend, indemnify and hold harmless the Owner Indemnitees from and against any and all direct or indirect claims, suits, damages, losses, costs, and expenses (including, but not limited to, attorneys’ fees and costs) incurred by any such Owner Indemnitees in connection with or arising out of or relating to any Hazardous Materials first introduced onto the Project site by the CMAR or its Subcontractors on or after the date of the Agreement; provided however, that in no event shall such indemnity and defense obligations apply to (a) any Hazardous Materials specified for the Work by the Owner, the Engineer, any consultants of such Parties or any other person or entity for whom the Owner is legally responsible, or (b) common cleaning solvents used by the CMAR in the performance of the Work. To the fullest extent permitted by law, such indemnification shall survive the termination of this Agreement and/or the completion of the Work and the transactions contemplated herein.

## **2.9.8 Removal of Hazardous Materials**

**2.9.8.1** To the extent the Hazardous Materials not the subject of Subparagraph 2.9.7 above are identified in other applicable provisions above of this Paragraph 2.9, and only upon the Owner's written agreement, the CMAR shall proceed with remediation and removal of such Hazardous Materials.

**2.9.8.2** [Not used]

**2.9.8.3** [Not used]

## **2.10 Materials Brought to the Worksite**

**2.10.1** Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the CMAR, Subcontractors, the Owner, or Others, shall be maintained at the Worksite by the CMAR and made available to the Owner, Subcontractors, and Others.

**2.10.2** The CMAR shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the CMAR in accordance with the Contract Documents and used or consumed in the performance of the Work.

**2.10.3** To the extent caused by the negligent acts or omissions of the CMAR, its agents, officers, directors, and employees, the CMAR shall defend, indemnify, and hold harmless the Owner, its agents, officers, directors, and employees, in accordance with Paragraph 2.9.7 hereof, from and against claims, damages, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, in each case arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances.

## **2.11 Differing Site Conditions**

**2.11.1** If the CMAR encounters Differing Site Conditions, the CMAR shall provide the Owner and the Engineer with written notice of its claim for Differing Site Conditions within three (3) working days. The CMAR shall stop Work in the affected area only if dangerous conditions are encountered or it agreed upon with the Owner. Any change in the Phase II Construction Price, estimated Cost of the Work and/or CMAR's Fee (where applicable), Date of Substantial Completion, or Date of Final Completion and, if appropriate, the Compensation for Construction Phase Services because of the Differing Site Conditions shall be determined as provided in Article 11. The CMAR shall only be entitled to pursue a claim for Differing Site Conditions if the Parties have not agreed, in writing, that Differing

Site Conditions have occurred after the CMAR's submission of appropriate backup documentation.

## **2.12 Permits And Taxes**

**2.12.1** The CMAR shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to Paragraph 3.6 hereof, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The CMAR shall provide to the Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

**2.12.2** The CMAR shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the CMAR.

**2.12.3** The Phase II Construction Price shall be adjusted for additional costs, subject to approval by the Owner, resulting from increased taxes.

**2.12.4** If, in accordance with the Owner's direction, the CMAR claims an exemption for taxes, the Owner shall indemnify, defend, and hold the CMAR harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the CMAR because of any such action.

## **2.13 Confidentiality**

**2.13.1** The CMAR shall treat as confidential and shall not use for its own benefit nor disclose to third persons, except as is necessary for the performance of the Work, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the CMAR or which the CMAR may acquire in connection with the Work. All documents and data provided by the CMAR in connection with the Project, including the CMAR's estimating systems and cost data, shall be considered public records subject to disclosure under the Public Records Act. The provisions of this Subparagraph 2.13.1 shall survive the termination or completion of this Agreement and the transactions contemplated hereby.

## **ARTICLE 3 — Owner's Responsibilities**

### **3.1 Adequate Funding for Project**

[Not used]

### **3.2 Owner's Representative**

The Owner will identify the Owner's Representative, or any other authorized person or entity as defined in Subparagraph 1.1.38 of the Agreement, to act on behalf of the Owner. The CMAR shall direct all communications to the Owner's

Representative. The Owner may change the Owner's Representative upon written notice to the CMAR.

The Owner's authorized representative shall be fully acquainted with the Project and shall have the authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall immediately notify the CMAR in writing.

### **3.3 Information And Services**

Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Work. The Owner shall establish and update an overall budget for the Project in accordance with Paragraph 2.1 of the Agreement hereof, based on consultation with the CMAR and Engineer, which shall include Contingencies for changes in the Work and other costs which are the responsibility of the Owner.

### **3.4 Worksite Information**

Except to the extent that the CMAR knows of any inaccuracy, the CMAR is entitled to rely on the following Project information furnished by the Owner pursuant to this Paragraph 3.4. To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Project information, the Owner shall provide such information to the CMAR at the Owner's expense and with reasonable promptness so as not to delay the Schedule:

**3.4.1** Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or Drawings depicting existing conditions, subsurface conditions and environmental studies, reports, and investigations.

**3.4.2** Tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law.

**3.4.3** Any other information or services requested in writing by the CMAR which are relevant to the CMAR's performance of the Work and under the Owner's control. The information required by this Subparagraph 3.4.3 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours,

and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the CMAR in laying out the Work.

**3.4.4** All licenses and other rights to use of the Drawings, Specifications, and any other intellectual property necessary or required for the CMAR's performance of the Work as well as any other rights to use of any other documents, materials, and/or information generated or produced by the Engineer or its consultants at any level in connection with the design, engineering, or programming for the Project.

### **3.5 Engineer**

Unless otherwise expressly provided to the contrary in this Agreement, the Owner shall be responsible for retaining and paying the Engineer and all other professional design and engineering consultants required for construction of the Project or portions thereof.

### **3.6 Building Permit, Fees, And Approvals**

Except for those permits and fees related to the Work which are the responsibility of the CMAR pursuant to Paragraph 2.12, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit. Assuming the CMAR has performed all necessary and reasonable actions to obtain permits, the CMAR shall not be liable for any delays related to obtaining permits and shall be entitled to any cost or Schedule impacts related thereto so long as not caused by any acts, errors, or omissions of the CMAR.

### **3.7 Mechanics and Construction Lien Information**

As public property, the CMAR may not lien the Project site.

### **3.8 Contract Documents**

Unless otherwise specified, Owner shall provide electronic or hard copies of the Contract Documents to the CMAR as may be agreed to by the Owner and CMAR and without cost to the CMAR.

**3.8.1 Electronic Documents.** If the Owner requires that the Owner, Engineer, and CMAR exchange documents and data in electronic or digital form, prior to any such exchange the Owner, Engineer, and CMAR shall agree on a written protocol governing all exchanges which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software, and services; (4) acceptable formats, transmission methods, and verification procedures; (5) methods for maintaining

version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

**3.9** If the CMAR incurs additional costs or is delayed due to such loss or damage, the CMAR is not entitled to an equitable adjustment in the Phase II Construction Price estimated Cost of the Work, CMAR's Fee, Date of Substantial Completion, or Date of Final Completion.

### **3.10 Submittals**

The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay and shall cause the Engineer to respond to such submittals and to either approve or reject the same no later than as reasonable number of days following Engineer's receipt of same, unless an earlier or later response deadline is provided elsewhere in the Contract Documents.

### **3.11 Access**

The Owner shall provide the CMAR and its Subcontractors and Materials Suppliers at all tiers with appropriate physical and legal access to the Project Site and other areas necessary for the proper and timely performance and completion of the Work.

## **ARTICLE 4 — Subcontracts**

### **4.1 Subcontractors**

The Work not performed by the CMAR with its own forces shall be performed by the CMAR's Subcontractors. All subcontracts shall be issued on a Lump-Sum cost basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

### **4.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**4.2.1** As soon as identified through statutory procurement procedures, the CMAR shall provide the Owner and the Engineer with a written list of the proposed Subcontractors and significant Material Suppliers. If the Owner has a reasonable objection to any proposed Subcontractor or Material Supplier, the Owner shall notify the CMAR in writing. Failure to promptly object shall constitute acceptance. Subcontractors shall be secured by the CMAR in accordance with the Subcontractor Procurement Plan.

**4.2.2** If the Owner has reasonably and promptly objected as provided in Subparagraph 4.2.1, the CMAR shall not contract with the proposed Subcontractor or Material Supplier, and the CMAR shall propose another acceptable to the Owner.

The CMAR agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors' and Material Suppliers' portions of the Work.

**4.2.3** The CMAR shall be responsible for ensuring Subcontractor compliance with Applicable Law, including applicable registration and reporting requirements.

### **4.3 Contingent Assignment of Subcontracts**

**4.3.1** If this Agreement is terminated for cause in accordance with Paragraph 10.1 hereof, each subcontract agreement shall be assigned by the CMAR to the Owner, subject to the prior rights of any surety, provided that the Owner accepts such assignment after termination by notifying the Subcontractor or Material Supplier and CMAR in writing, and assumes all rights and obligations of the CMAR pursuant to each subcontract agreement. CMAR shall remain responsible to such Subcontractors for obligations (such as for payment) that accrued prior to the termination.

**4.3.2** If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days following termination, the Subcontractor's compensation **may** be equitably adjusted because of the suspension.

## **ARTICLE 5 — Time**

### **5.1 Performance of the Work**

**5.1.1 Date of Commencement.** Unless otherwise provided to the contrary in the Agreement or other Contract Documents, the Date of Commencement of the Preconstruction Phase Services is the date of issuance of a Phase I Notice to Proceed for the same in accordance with Paragraph 2.1 of the Agreement. Unless otherwise provided to the contrary in the Agreement, the Date of Commencement of the Construction Phase Services is the date construction of those services commence following issuance of a Phase I Notice to Proceed by the Owner for some or all the Work covered by such Construction Phase Services as described in a Phase II Construction Price Amendment executed by the Owner or the CMAR for the same. The Work shall proceed in general accordance with the Schedule of Work as such Schedule may be amended from time to time, subject to other provisions of this Agreement. The Schedule is subject to allowable adjustments in the Contract Time as permitted herein or in the other Contract Documents.



**5.1.2 Substantial/Final Completion.** Unless the Parties agree or otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established pursuant to the Phase II Construction Price Amendment, subject to adjustments as provided for in the Contract Documents. If a Phase II Construction Price is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth via Amendment.

**5.1.3** Time limits stated above are of critical importance to this Agreement.

**5.1.4** The CMAR shall not knowingly commence the Work before the effective date of the insurance to be provided by the CMAR and Owner as required by the Contract Documents.

## **5.2 Schedule of the Work**

**5.2.1** The CMAR shall submit an initial and updated Project Construction Schedule to the Owner in the form and within the time limits acceptable to the Owner. The Owner will determine the acceptability of the initial and updated Project Construction Schedule within a reasonable period of time. If the Owner deems the Project Construction Schedule unacceptable, it shall specify in writing to the CMAR the basis for its objection.

**5.2.2** The initial and updated Project Construction Schedule shall represent a practical plan to complete the Work within the Contract Time. Schedules showing the Work completed in less than the Contract Time may be acceptable if judged by the Owner to be practical.

**5.2.3** The CMAR shall use the Critical Path Method (“CPM” or “Critical Path”) to schedule and manage the Work. The CMAR shall create and manage the Schedule. If the CMAR does not have staff capable of preparing and managing CPM Schedules, the CMAR shall obtain such qualified personnel on a subcontract basis for supporting the Contract Documents.

**5.2.4** All CPM scheduling shall be performed using CPM precedence diagramming method (PDM) scheduling software such as Primavera Project Planner or an Owner or Engineer required platform with import capabilities commercially available and reasonably acceptable to the CMAR. The CMAR shall submit all Schedules and associated reports to the Owner in digital (pdf) and native file or another specified format commercially available in the marketplace to allow the Owner and Engineer to complete the analysis and review of the Schedule.

## **5.3 Delays and Extensions of Time**

**5.3.1** If the critical path of the Project is delayed at any time in the commencement or progress of the Work by Excusable Delay (as hereinafter defined), then, upon agreement of the Parties:



**5.3.1.1** The Contract Time shall be extended by Change Order for a reasonable time based on the impact of such delay or concurrent delays to the Critical Path of the Project Schedule.

**5.3.1.2** Provided the CMAR has mitigated the effects of such delay (such as, by way of example and not of limitation, through rescheduling, resequencing, or other measures), and provided that the Excusable Delay was caused by the acts or omissions of the Owner or persons acting for the Owner, the Phase II Construction Price shall be adjusted to the extent reasonably necessary to compensate the CMAR for any increases in the Cost of the Work due to additional time to which the CMAR is entitled under this Paragraph 5.3. No adjustment to the Phase II Construction Price shall be made due to delay events that were not caused by the Owner or persons acting for the Owner (whether the delay is Excusable or not).

Any adjustments made pursuant to Sections 5.3.1.1 or 5.3.1.2 shall be subject to limitations set forth in Article 7 hereof of these General Conditions and the provisions of Paragraphs 5.6 and 5.7 of these General Conditions. The CMAR shall not be entitled to an adjustment in the Phase II Construction Price or the Contract Time for CMAR Delays.

## **5.4 Other Terms Defined**

**5.4.1** For purposes of the Contract Documents, the following terms shall have the meanings indicated for each:

**5.4.1.1** "CMAR Delay" means each day of delay to the completion of the Work to the extent such delay was caused by and/or within the control of the CMAR, and (a) actually causes a delay in the Critical Path of such Work, and (b) is not caused by an Excusable Delay, Force Majeure, or Owner Delay. Delays attributable to and within the control of the CMAR, its Subcontractors of all tiers, its Material Suppliers, Architect, Engineer, Consultant, or other Party for whom the CMAR is responsible shall be deemed to be CMAR Delay.

**5.4.1.2** "Excusable Delay" means any act, omission, condition, event, or circumstance beyond the CMAR's reasonable control and due to no fault of the CMAR including, but not limited to, the Owner's suspension of the Work without cause or the CMAR's suspension of the Work due to nonpayment, Owner Delay, delays or impacts caused by or attributable to a third party that is not one of the entities listed in Section 5.4.1.1, delay caused by or resulting from Differing Site Conditions, or a Force Majeure Delay.

**5.4.1.3** "Force Majeure" means any unexpected conditions, occurrences, or acts of God, and not within the reasonable control of the CMAR, not constituting Owner Delay, delay caused by Differing Site Conditions, or CMAR Delay, which impacts the Work or prevents or delays the CMAR from

performing its obligations under the Contract Documents, as follows:

**5.4.1.3.1** Damage or destruction by fire or casualty.

**5.4.1.3.2** Unusually extreme weather including lightning, tornado, earthquake, flood, windstorm, named weather event, named storm, natural disasters. This does not include weather events that may reasonably be anticipated for the area using 10-year climate data, including major wind storms, hail storms, and snow storms.

**5.4.1.3.3** Pandemic, epidemic, quarantine, declaration of public health emergency, and/or governmental orders issued in connection with such public health emergencies.

**5.4.1.3.4** [Not used]

**5.4.1.3.5** Strike or other labor dispute not specifically directed at the CMAR or any person or entity for whom the CMAR is responsible under the Contract Documents.

**5.4.1.3.6** [Not used]

**5.4.1.3.7** Unavailability of utilities (not caused in whole or in part as a result of fault on the part of the Owner or the CMAR).

**5.4.1.3.8** Riots, insurrections, acts of a public enemy, acts of domestic and/or foreign terrorism, or vandalism.

**5.4.1.3.9** Bomb scares or similar third-party threats or disruptions.

**5.4.1.3.10** Moratoriums or other unusual or unforeseeable delays in the issuance of any required approvals from any Governmental Authorities or utilities.

**5.4.1.3.11** Delays caused by actions or inactions of Governmental Authorities (not caused in whole or in part as a result of fault on the part of the Owner or the CMAR) including, but not limited to, enactment or revision of Applicable Laws or official interpretations subsequent to the execution of the Agreement.

For the avoidance of doubt, neither the Owner's nor the CMAR's or its Subcontractors or Material Suppliers of all tiers' financial insolvency or inability to perform their respective financial obligations under the

Agreement and the other Contract Documents shall not constitute an event of Force Majeure.

**5.4.1.4** "Owner Delay" means a cost impact or each day of delay that actually impacts the completion of the Work and is caused by any one or more of the following actions or omissions of the Owner (or any tenant of the Owner) at the Project related to:

**5.4.1.4.1** Any Change in the Work required by the Owner.

**5.4.1.4.2** The Owner's failure to timely approve or disapprove any item for which Owner approval is required under the Contract Documents except to the extent that the Owner's failure is deemed to mean approval pursuant to the terms of the Agreement and except to the extent that the Owner cures such failure within seven (7) Business Days after receipt of written notice from the CMAR of such failure.

**5.4.1.4.3** Any failure of the Owner to (a) comply with the CMAR's reasonable requirements relative to access to areas of the Work reasonably necessary for the performance of Work, including, without limitation, the hoist, freight elevators, and/or defined path of travel established with respect to the Work; (b) utilize labor which can work in harmony with labor employed by the CMAR and its Subcontractors; (c) comply with the CMAR's safety rules; or (d) comply with all requirements applicable to the Owner's separate work for the Project undertaken by the Owner or its separate Contractors and Subcontractors at any tier in each case to the extent any such failure is not cured within five (5) Business Days after written notice is given by the CMAR to the Owner and only to the extent any such failure actually impacts the CMAR's already scheduled Work.

**5.4.1.4.4** Failure by the Owner to comply with its obligations under this Agreement.

**5.4.1.4.5** Any defects, delay, or impacts from the Owner's separate work for the Project undertaken or failed to be undertaken by the Owner or its separate Contractors and Subcontractors at any tier, or which delays the Work or the issuance of a certificate of occupancy or another applicable certificate of completion for the Work by any governmental entity having jurisdiction over the Project or the Work, in each case to the extent not cured within five (5) Business Days after written notice is given by the CMAR to the Owner.

**5.4.1.4.6** Any other event or circumstance caused by or attributable to the Owner.

## **5.5 Claims / Modifications for Excusable Delays**

If any delay to the Work is caused by Excusable Delay, any adjustments to time or Phase II Construction Price shall be made in accordance with Section 5.3.

## **5.6 Specified General Conditions Costs**

In the event of an Excusable Delay pursuant to which the CMAR, subject to consultation with and approval of the Owner, is entitled to an adjustment in the Contract Time in accordance with Paragraph 5.3.1 hereof but not otherwise, the CMAR *may*, subject to consultation with and approval of the Owner, be entitled to an adjustment of the Specified General Conditions Costs in accordance with the Agreement if the delay was caused by the acts or omissions of the Owner or persons acting for the Owner. The CMAR shall, in the event of an occurrence likely to cause Excusable Delay, cooperate in good faith with the Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

## **5.7 Monitoring Progress and Costs**

Following acceptance by the Owner of the Phase II Construction Price, the CMAR and the Owner shall establish a process for monitoring costs against the Phase II Construction Price and actual progress against the Schedule of Work. The CMAR shall provide written reports to the Owner at monthly intervals on the status of the Work, showing variances between costs and the Phase II Construction Price and actual progress as compared to the Project Construction Schedule, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

## **5.8 Owner Approval**

Notwithstanding anything contained herein or in the other Contract Documents to the contrary, any decision by the Owner to approve (or disapprove) any requested adjustments in the Contract Time and/or the Phase II Construction Price (including any increase in the Construction General Conditions Costs) resulting from an Excusable Delay shall be made by the Owner in its sole but good faith discretion. Any failure by the Parties to reach an agreement hereunder shall not prejudice the CMAR's entitlement to price and Schedule relief otherwise provided and may constitute a Claim for purposes of the dispute-related provisions in this Agreement.

# **ARTICLE 6 — Compensation**

## **6.1 CMAR's Compensation for Preconstruction Phase Services**

The Owner shall compensate the CMAR for the performance of the CMAR's Preconstruction Phase Services in accordance with Paragraph 6.1.1 of the Agreement.

## **6.2 CMAR's Compensation for Early Work(s) Package(s)**

Any Early Works compensation will be agreed to by the Parties pursuant to a separate written amendment to the Agreement.

## **6.3 CMAR's Compensation for Construction Phase Services**

The Owner shall compensate the CMAR for Work performed and described in a Phase II Construction Price Amendment on the basis of a Guaranteed Maximum Price. It is the intent of the Owner and the CMAR that when the Guaranteed Maximum Price is set, the CMAR will have participated in and be fully aware of the existing conditions and proposed design for the Project. It is further intended that the Guaranteed Maximum Price will include all elements necessary to complete the Project in accordance with the Contract Documents, and that Change Orders adjusting the Guaranteed Maximum Price will therefore not be necessary except in limited circumstances (i.e., Owner-directed change). Examples of events for which the GMP shall not be adjusted include but are not limited to:

- Subcontractor gaps. Gaps in scope coverage between Subcontractors, including self-performed Work.
- Scope gaps. An item indicated in the Drawings or Specifications that was not picked up in the GMP.
- Ambiguities. Ambiguities in the Construction Documents that the CMAR knew of or that a reasonable construction manager could have identified and raised with the Owner prior to establishing the GMP.
- Interdisciplinary Coordination. Coordination inconsistencies and errors between design disciplines that the CMAR knew of, caused or contributed to, or reasonably could have known of.
- Subcontractor Failure. A subcontractor goes bankrupt or becomes insolvent and needs to be replaced. The CMAR must exhaust all legal remedies against such Subcontractor's payment and performance bonds before the CMAR can access its Contingency to cover any additional costs caused thereby.
- Escalation of materials, equipment or labor prices. If escalation occurs between the execution of the Phase II Construction Price Amendment and subsequent Subcontractor bidding, the CMAR may use the CMAR's Contingency to pay for such escalation with the Owner's approval. No escalation or inflation-related costs after Subcontractor bidding shall be reimbursable, and the risk of escalation, inflation, and/or supply chain impacts is included in the CMAR's Fee. Subcontractors are not entitled to

any increase in Subcontract prices for any such escalation as they submitted fixed price bids.

- The CMAR's estimating errors.
- Expediting costs for critical materials.
- Coordination Claims. Costs related to Subcontractor Claims or charges that result from mistakes or omissions in Subcontractor buyout, or coordination issues between Subcontractors, or interference between Subcontractor and the CMAR or among Subcontractors. A Subcontractor claim may only increase the GMP if the basis of the claim would have entitled the CMAR to an increase in the GMP.

## 6.4 Contingency and Allowances

Contingency and/or Allowances, if any, and the use thereof, shall be as set forth in, and subject to the terms, covenants, and conditions of the Phase II Construction Price Amendment executed in connection therewith.

## ARTICLE 7 — Changes

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order, Owner Change Directive, and/or Field Order.

### 7.1 Change Order

**7.1.1** The CMAR may request by submitting a Change Order Proposal, or the Owner may order by providing a Request for Change Order Proposal, changes in the Work or the timing or sequencing of the Work that impacts the Phase II Construction Price, where applicable the estimated Cost of the Work and CMAR's Fee and additional Specified General Conditions Costs, the Date of Substantial Completion, and/or the Date of Final Completion. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this Article 7 and the requirements of RCW 39.10.350. In accordance with RCW 39.10.350, (i) the Owner will, in writing, accept, dispute, or reject a request for equitable adjustment, Change Order request, or Claim no later than 30 calendar days after the receipt by the Owner of related documentation; (ii) if the request is disputed or rejected, the Owner shall state in writing why part or all of the request is disputed or rejected; and (iii) if the Owner does not respond in writing to a request for equitable adjustment, Change Order request, or Claim within 30 calendar days, the CMAR shall not be deemed to have waived any right to the claims process. If Owner and the CMAR agree, in writing, on a price for additional Work, the Owner shall issue a Change Order within 30 days of the written agreement. If the Owner does not issue a Change Order within the 30 days, interest shall accrue on the dollar amount of the additional Work satisfactorily completed until a Change Order is issued. The Owner shall pay this interest at a rate of one percent (1%) per month.

**7.1.2** With regard to delays, the Phase II Construction Price will be adjusted only for Excusable Delay in accordance with and subject to the terms, conditions, and limitations set forth in Article 5.3 hereof.

## **7.2 Owner Change Directives and Field Orders**

**7.2.1** The Owner may issue a written Owner Change Directive directing a change in the Work prior to reaching agreement with the CMAR on the adjustment, if any, in the Phase II Construction Price or the Date of Substantial Completion or Date of Final Completion.

**7.2.2** The Owner and the CMAR shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Phase II Construction Price or the Contract Time arising out of Owner Change Directives. If the Owner and the CMAR are unable to reach agreement within 30 Days, the issue shall be elevated to the CMAR's management and the Owner's Representative for a determination. As the Work associated with the Owner Change Directive is performed, the CMAR shall submit its costs for such Work with its Application for Payment and the CMAR shall be paid for the Work performed in accordance with the Phase II Contract Price Amendment. The Owner shall prepare an Owner Change Directive, utilizing the Owner's available funds, for any undisputed portion of the costs. Contingency funds may only be used for Owner Change Directives upon written agreement of the Parties.

**7.2.3** When the Owner and the CMAR agree upon the adjustments in the Phase II Construction Price, the Date of Substantial Completion, and/or Date of Final Completion for a change in the Work directed by an Owner Change Directive, such agreement shall be the subject of an appropriate Change Order.

**7.2.4** The Owner may authorize Field Orders. Such Field Orders will be binding on the Owner and on the CMAR, which shall perform the Work involved promptly. If the CMAR believes that a Field Order justifies an adjustment in the Phase II Construction Price or Contract Times or both, then the CMAR shall submit a Change Order Proposal.

## **7.3 Determination of Cost**

**7.3.1** An increase or decrease in the Phase II Construction Price established in a Phase II Construction Price Amendment (whether based on a GMP or Lump Sum Phase II Construction Price) or changes to the Project Construction Schedule or the Schedule/Contract Time resulting from a change in the Work that affect the Phase II Construction Price shall, in each case, be determined by one or more of the following methods:

**7.3.1.1** Unit prices set forth in this Agreement or as subsequently agreed.



**7.3.1.2** A mutually accepted, itemized Lump Sum, based on the Cost of the Work definition appearing in the Phase II Construction Price Amendment.

**7.3.1.3** Cost of Work (as defined in the Phase II Construction Price Amendment) calculated on a basis agreed upon by the Owner and the CMAR, plus CMAR's Fee, plus any additional Specified General Conditions Costs calculated at the daily rate established in the Agreement.

**7.3.1.4** If an increase or decrease cannot be agreed to as set forth in Clauses .1 through .3 above, and the Owner issues an Owner Change Directive, the cost of the change in the Work shall be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. Where applicable, if there is a net increase or decrease in the GMP, the CMAR's Fee shall be adjusted accordingly. The maximum permissible markups on Change Orders shall be negotiated as part of the Phase II Construction Price Amendment. The CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings.

**7.3.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the CMAR, such unit prices shall be equitably adjusted.

**7.3.3** If the Owner and the CMAR disagree as to whether work required by the Owner is within the Scope of the Work, the CMAR shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. Any such disagreement shall be resolved in accordance with Article 11.

## **ARTICLE 8 — Payment**

### **8.1 Schedule of Values**

Concurrently with the CMAR's preparation and delivery to the Owner of any cost model or progressive cost model as required for the Phase I Preconstruction Services Scope of Work through and including the date on which a Phase II Construction Price Amendment for any portion of the Work is executed by the CMAR, the CMAR shall prepare and submit to the Owner and, if directed, the Engineer, a Schedule of Values apportioned to the various divisions or phases of the Work in increasing level of detail. At the time a Phase II Construction Price Amendment is executed for the Work or any portion thereof, each line item contained in the Schedule of Values shall be assigned a value such that the total of all items shall equal the Phase II Construction Price for such Work or portion thereof.



## 8.2 Progress Payments for Preconstruction Phase Services

Progress Payment for Preconstruction Phase Services shall be made in accordance with Paragraph 6.1 of the Agreement.

## 8.3 Progress Payments for Construction Phase Services

Applications for Payment for Construction Phase Services shall be submitted by the CMAR to the Owner and the same paid, in each case in accordance with and subject to the terms and provisions of this Article 8, the Phase II Construction Price Amendment, and other applicable provisions of the Agreement and other Contract Documents.

**8.3.1 Applications.** The CMAR shall submit to the Owner and, if directed, its Engineer a monthly application for payment for Construction Phase Services no later than the [INSERT DAY] day of the calendar month for the preceding thirty (30) days; the CMAR's applications for payment shall be itemized and supported by the CMAR's Schedule of Values and any other substantiating data as required by these General Conditions and the other Contract Documents. Payment applications shall include payment requests on account of properly authorized Change Orders or Owner Change Directives. The Owner shall pay amounts not in dispute and otherwise due no later than thirty (30) days after the CMAR has submitted a complete and accurate payment application. The Owner may deduct from any progress payment amounts as may be retained pursuant to Subparagraph 8.3.3 below, as well as amounts in dispute.

### 8.3.2 Lien Waivers and Liens.

**8.3.2.1 Partial Lien Waivers and Affidavits.** If requested by the Owner, as a prerequisite for payment, but subject to the CMAR's receipt of payment, the CMAR shall provide partial conditional payment lien waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the Work completed during the period covered by the current application for payment and partial unconditional payment lien waivers from the CMAR and all Subcontractors and Material Suppliers paid from the previous month's application payment. In no event shall the CMAR be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment nor shall the CMAR be required to execute or deliver any lien waiver for the Work not covered by such lien waiver or in an amount more than what it has been paid.

**8.3.2.2 Responsibility for Liens.** If the Owner has made payments in the time required by this Article 8 and is otherwise not in breach of its obligations, the CMAR shall, within thirty (30) days after written notice of filing, cause the removal or bonding over of any liens filed against the premises or public improvement fund by any Party or Parties performing

labor or services or supplying materials in connection with the Work by, among other things, securing a bond around the lien. If the CMAR fails to take such action on a lien, the Owner may cause the lien, after **fifteen (15)** days written notice, to be removed at the CMAR's expense, including bond costs and reasonable attorneys' fees. This Clause shall not apply if there is a dispute pursuant to Article 11 relating to the subject matter of the lien.

**8.3.3 Retainage.** Retainage shall be withheld and disbursed in accordance with the terms and provisions of the Phase II Construction Price Amendment and Washington statutes.

**8.3.4 Stored Materials and Equipment.** Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored on-site or off-site, including applicable insurance, storage, and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for stored materials and equipment stored off-site shall be conditioned on submission by the CMAR of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

## **8.4 Adjustment of CMAR's Payment Application**

The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the CMAR is responsible therefor under the Agreement:

**8.4.1** The CMAR's failure to perform the Work as required by the Contract Documents.

**8.4.2** Loss or damage arising out of or relating to this Agreement and caused by the CMAR to the Owner or Others to whom the Owner may be liable.

**8.4.3** The CMAR's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner.

**8.4.4** Defective Work not corrected in a timely fashion.

**8.4.5** Reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion.

**8.4.6** Reasonable evidence demonstrating that the unpaid balance of the Phase II Construction Price is insufficient to fund the cost to complete the Work.

**8.4.7** Third-party claims involving the CMAR or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the CMAR furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment sufficient to discharge such claims if established.

No later than **thirty (30)** days after receipt of an application for payment, the Owner shall give written notice to the CMAR, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the CMAR in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

Undisputed portions of any Application for Payment shall be promptly paid by the Owner in accordance with the terms of the Agreement, these General Conditions, and other applicable Contract Documents.

## **8.5 Acceptance of Work**

Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

## **8.6 Payment Delay**

If for any reason, not the fault of the CMAR, the CMAR does not receive the undisputed portion of a progress payment from the Owner in accordance with the Agreement and Phase II Construction Price Amendment, the CMAR, upon giving the Owner seven (7) days' written notice, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the undisputed amount owing to the CMAR has been received, including interest from the date payment was due in accordance with the Agreement and Phase II Construction Price Amendment. The Phase II Construction Price and Dates of Substantial or Final Completion **shall** be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay, and startup. The CMAR may not stop Work if the Owner fails to pay amounts in dispute; stopping the Work in such circumstances is a material breach by the CMAR.

## **8.7 Substantial Completion**

**8.7.1** The CMAR shall notify the Owner and, if directed, its Engineer when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Engineer, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive

interference in completing any remaining unfinished Work by the CMAR. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Engineer, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Work or designated portion for its intended use. The CMAR shall promptly complete all items on the list.

**8.7.2** When Substantial Completion of the Work or a designated portion is achieved, the CMAR shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and the CMAR for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the CMAR to the Owner and, if directed, to its Engineer for the Owner's written acceptance of responsibilities assigned in the Certificate.

**8.7.3** Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the earlier of (a) the date of Substantial Completion of the Work or a designated portion, and (b) the date the Owner takes beneficial use of the Work or a designated portion of the Work.

## **8.8 Partial Occupancy or Beneficial Use**

**8.8.1** The Owner may occupy, or use completed or partially completed portions of the Work, beneficially when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The CMAR shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy. The CMAR shall be entitled to a Change Order if the Owner's partial use or occupancy of completed or partially completed portions of the Work adversely impacts completion of other portions of the Work through no fault of the CMAR.

## **8.9 Final Completion and Final Payment**

**8.9.1** Upon notification from the CMAR that the Work has reached Final Completion and is ready for final inspection and acceptance, the Owner, with the assistance of its Engineer, shall promptly conduct an inspection to determine if the Work has reached Final Completion and is acceptable under the Contract Documents.

**8.9.2** When the Work has reached Final Completion, the CMAR shall prepare for the Owner's acceptance a final application for payment stating that to the best of the CMAR's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

**8.9.3** Final Payment shall be due on the CMAR's submission of the following to the Owner:

**8.9.3.1** An affidavit declaring any indebtedness connected with the Work, e.g., payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of Final Payment, so as not to encumber the Owner's property.

**8.9.3.2** As-built Drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents.

**8.9.3.3** Release of any liens, conditioned on Final Payment being received.

**8.9.3.4** Consent of any surety, if applicable.

**8.9.3.5** Any outstanding known and unreported accidents or injuries experienced by the CMAR or its Subcontractors at the Worksite.

**8.9.3.6** Pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor.

**8.9.4** If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the CMAR, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the CMAR shall submit to the Owner and, if directed, the Engineer the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this Paragraph 8.9.

**8.9.5** Claims not reserved in writing with the making of Final Payment shall be waived except for claims relating to liens or similar encumbrances, warranties, and Defective Work.

**8.9.6 Acceptance of Final Payment.** Unless the CMAR provides written identification of unsettled claims with an application for Final Payment, its acceptance of Final Payment constitutes a waiver of such payment claims.

**8.9.7** Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Work shall occur upon final acceptance of the Project by the Owner.

## **8.10 Late Payment**

Payments due but unpaid shall bear interest until paid at the rate set forth in Article 9 of the Phase II Construction Price Amendment.

## **8.11 Change Of Payment**

Upon execution of the Agreement, the CMAR shall provide the Owner with written payment instructions and all necessary forms required by the Owner to effectuate payments to the CMAR by wire transfer (the “Payment Information”). The CMAR shall submit the initial Payment Information to the Owner by certified mail or hand delivery only. If the Owner receives a request to change such Payment Information, the Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation, followed by written confirmation, from the CMAR’s Chief Financial Officer or the CMAR’s VP of Finance. The Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein.

# **ARTICLE 9— Indemnity, Insurance, Waivers, and Bonds**

## **9.1 Indemnity**

**9.1.1** To the fullest extent permitted by law, the CMAR shall indemnify, defend, and hold harmless the Owner and its elected and appointed officials, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, damages, losses, and expenses, direct and indirect or consequential, legal actions, causes of action, proceedings, suits, judgments, liens, and levies, including reasonable attorneys’ fees and disbursements incurred on such claims and in proving the right to indemnification arising out of or resulting from or connected to the performance of the Work or the Agreement, including but not limited to claims arising from the intentional, willful or negligent acts, errors or omissions of the CMAR, its personnel, any Subcontractor at any tier, third parties, or any person or entity for whom such Parties are legally responsible in the performance of the Work, including anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the Owner and the CMAR that the Indemnitees shall, in all instances, except claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the CMAR from and against any and all claims.

**9.1.2** The CMAR’s indemnity obligations under Paragraph 9.1 shall not apply to the extent of the negligence or willful or intentional misconduct of the Owner, its officers, agents, employees, successors, or assigns.

**9.1.3** In all claims against the Owner Indemnitees by any employee of the CMAR, anyone directly or indirectly employed by the CMAR or anyone for whose acts the CMAR may be liable, the indemnification obligation set forth in Paragraph 9.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR under workers’



compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, and solely for purposes of this indemnification obligation, the CMAR waives immunity as to the Owner, the Engineer, and their respective consultants only under Title 51 RCW, "Industrial Insurance." IF THE CMAR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER AS A PART OF ITS RESPONSE TO THE RFFP, OR THE CMAR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

**9.1.4** Notwithstanding any provision or term to the contrary herein, under no circumstances shall either Party be liable to the other for any consequential, incidental, special, or punitive damages. This mutual waiver includes without limitation damages incurred by the CMAR for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for interest or financing costs, and for loss of profit, except as explicitly allowed under the Contract Documents. Nothing contained in this Section 9.1.4 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, or to preclude an obligation of the Contractor to indemnify, defend, and hold harmless the Owner and the other indemnitees listed above from and against direct, indirect or consequential damages alleged by a third party.

**9.1.5** To the extent the wording of this Section 9.1 would reduce or eliminate an available insurance coverage of the CMAR or the Owner, this Section 9.1 shall be considered modified to the extent that such insurance coverage is not affected.

## **9.2 CMAR's Insurance**

**9.2.1** Insurance and Bond requirements for the Construction Phase are provided in Attachment 16 of the Phase II Construction Price Amendment.

**9.2.2** During the Preconstruction Phase, the CMAR shall purchase and maintain insurance in accordance with the requirements of the Agreement.

## **9.3 Property Insurance**

Builder's Risk Insurance shall be obtained and maintained for the Project upon and subject to the terms and conditions of the Phase II Construction Price Amendment.

## **9.4 Risk Of Loss**

Risk of loss or damage to the Work shall be upon the CMAR until the Date of Substantial Completion.

## **9.5 Adjustment of Loss**

A loss insured under the Builder's Risk Insurance Policy required pursuant to the Phase II Construction Price Amendment to the Agreement shall be adjusted by the Party obtaining such Builder's Risk Insurance and made payable to such Party for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause, the Phase II Construction Price Amendment, and Paragraph 9.6 hereof. The CMAR shall pay Subcontractors their just shares of insurance proceeds received by the CMAR, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

## **9.6 Insurance Payouts**

If required in writing by a Party in interest, the Party obtaining such Builder's Risk Insurance shall, upon occurrence of an insured loss, give bond for proper performance of such Party's duties. The cost of required bonds shall be charged against proceeds received by each Party. Such Party shall deposit in a separate account proceeds so received, which such Party shall distribute in accordance with such agreement as the Parties in interest may reach, or in accordance with Article 11 of these General Conditions.

## **9.7 Bonds**

Payment and performance bonds shall be required as set forth in the Phase II Construction Price Amendment and shall comply with RCW 39.08.

## **9.8 Royalties, Patents, and Copyrights**

The CMAR shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the CMAR and incorporated in the Work. The CMAR shall indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the CMAR harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner or Engineer or otherwise included in the Drawings, Specifications, and other documents, materials, or information provided by the Owner or the Engineer for construction of the Work, whether pursuant to this Agreement or otherwise.

# **ARTICLE 10 — Suspension, Notice to Cure, and Termination of the Agreement**

**10.1** The Owner may suspend Work at any time and, without cause, suspend the Work or any portion thereof for a period of not more than **one hundred eighty (180)** days in the aggregate by notice in writing to the CMAR and the Engineer, which shall fix



the date on which Work shall resume. The CMAR shall resume the Work on the date so fixed.

The CMAR will be allowed an increase in the Phase II Construction Price or an extension of the Contract Time, or both, for delayed or added costs, directly attributable to any suspension (but not lost profits) if the CMAR makes a claim therefor as provided in Articles 5 and 7.

If the CMAR fails to correct Defective Work as required by Paragraphs 2.5 and 2.6 herein or fails to perform the Work in accordance with the Contract Documents, the Owner or Owner's Representative may direct the CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated by the CMAR. The CMAR shall not be entitled to any adjustment of Contract Time or Phase II Construction Price because of any such order. The Owner and Owner's Representative have no duty or responsibility to the CMAR or any other Party to exercise the right to stop the Work.

## **10.2 Owner Termination**

**10.2.1** The Owner May Terminate Agreement upon the occurrence of any one or more of the following events:

**10.2.1.1** If the CMAR is adjudged a bankrupt or insolvent.

**10.2.1.2** If the CMAR makes a general assignment for the benefit of creditors.

**10.2.1.3** If a trustee or receiver is appointed for the CMAR or for any of the CMAR's property.

**10.2.1.4** If the CMAR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.

**10.2.1.5** If the CMAR fails to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress Schedule established and adjusted in accordance with pursuant to Article 5 of the Agreement and Article 5 hereof.

**10.2.1.6** If the CMAR, without justification, fails to make timely payments to Subcontractors or Material Suppliers for labor, materials, or equipment.

**10.2.1.7** If the CMAR materially breaches the Agreement.

**10.2.2** The Owner may, without prejudice to any other right or remedy, serve written notice upon the CMAR and the CMAR's surety of the Owner's intention to terminate the Agreement for any breach set forth in this Paragraph 10.2. Said notice to contain the reasons for such intention to terminate the Agreement and

provide that unless within **seven (7)** days after the service of such notice all such violations have been corrected and remedied, the Contract Documents shall cease and terminate, and the CMAR shall be excluded from the site. In such case, the CMAR shall not be entitled to receive any further payment until the Work is finished by Others.

**10.2.2.1** The foregoing notwithstanding, if the nature of the alleged reason for termination is not capable of being corrected or remedied within **seven (7)** days, such correction or remedy shall commence and be completed with reasonable diligence and in no event later than **fourteen (14)** days following the occurrence of such default.

**10.2.3** In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the CMAR, and the surety shall have the right to take over and perform the Contract Documents, provided, however, that if the surety, within thirty (30) days after the serving upon it of a notice of termination, does not give the Owner written notice of their intention to take over and perform the Contract Documents, or does not commence performance thereof within **thirty (30)** days from the date of serving said notice, Owner may take possession of the Work incorporate in the Work all materials and equipment stored at the site or for which Owner has paid the CMAR but which are stored elsewhere that were intended to be incorporated into the Work, and finish the Work as Owner may deem expedient for the account and at the expense of the CMAR. The CMAR's surety shall be liable to the Owner for any excess costs or other damage occasioned the Owner thereby. If the unpaid Balance of the Phase II Construction Price less contingencies exceeds the direct and indirect costs of completing the Work, including but not limited to, compensation for additional professional services and all costs generated to insure or bond the Work of substituted Contractors or Subcontractors utilized to complete the Work, such excess shall be paid to the CMAR. If such costs exceed the unpaid balance, the CMAR shall pay the difference to the Owner promptly upon demand; on failure of the CMAR to pay, the surety shall pay on demand by Owner. Any portion of such difference not paid by the CMAR or surety within **fifteen (15)** days following the mailing of a demand for such costs by the Owner shall earn interest rate authorized by state law. Such costs incurred by the Owner shall be verified by the Owner's Representative and incorporated in a Change Order, but in finishing the Work, the Owner shall have the obligation to mitigate its damages, but not be required to obtain the lowest figure for the Work performed. Any dispute under this section shall be addressed in accordance with Article 11 in this Agreement.

**10.2.4** Where the CMAR's services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the CMAR then existing or which may thereafter accrue. Any retention or payment of monies due the CMAR by the Owner will not release the CMAR from liability.

**10.2.5** The Owner may terminate the Agreement for convenience in accordance with Paragraph 10.3 hereof. In the event of such termination for

convenience, the CMAR shall be compensated for the portion of the CMAR's Preconstruction or Construction Phase Services, if any, properly performed to the date of such termination, but the CMAR shall not be entitled to compensation for Work not performed or for overhead or profit on the Work not performed.

**10.2.6** If the Owner terminates for cause under this Section 10.2, and if it is later determined that sufficient cause for termination did not exist, then the termination shall be treated as a termination for convenience under Section 10.3.

**10.3** Upon seven (7) days written notice to the CMAR, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, terminate the Agreement for convenience. In such case, the CMAR shall be paid for (without duplication of any items):

**10.3.1** Work properly executed in accordance with the Contract Documents prior to the effective date of termination, including CMAR Fee for Construction General Conditions Costs on such properly executed Work, as applicable.

**10.3.2** Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for Construction General Conditions Costs and CMAR Fee thereon.

**10.3.3** Other reasonable expenses directly attributable to termination, including demobilization costs, cancellation charges and fees, and costs incurred to prepare a termination for convenience cost proposal and cancellation costs related to material and equipment subcontracts.

**10.3.4** No profit on uncompleted Work for Preconstruction Phase Services or Construction Phase Services shall be due or payable for any termination for convenience exercised by the Owner.

## **10.4 CMAR Termination**

If, through no act or fault of the CMAR, the Work is suspended for a period of more than **one hundred eighty (180)** days in the aggregate by the Owner or under an order of court or other public authority, or the Owner fails to pay within **thirty (30)** days to the CMAR any undisputed amounts due, or the Owner breaches any other material provision of the Agreement and the same is not cured within **thirty (30)** days following the Owner's receipt of written notice thereof from the CMAR, then the CMAR may, upon **fifteen (15)** days written notice to the Owner, during which period the Owner has the right to cure, terminate the Agreement and recover from the Owner payment for all Work properly executed and any expense sustained plus reasonable termination expenses, provided the Owner does not remedy such suspension or failure within that time. In addition, and in lieu of terminating the Contract Documents, if the Owner has failed to make any payment as aforesaid of

undisputed amounts, the CMAR may, upon **fifteen (15)** days written notice to the Owner, stop the Work until payment of all amounts then due.

**10.4.1** In addition to, and without limiting the generality of the CMAR's suspension and termination rights under Paragraph 10.4, if the Owner directs the CMAR or its Subcontractors or Material Suppliers at any tier to perform Work that the CMAR informs the Owner is illegal or involves an imminent danger to human health, the environment, or the Owner's property or other nearby or adjoining properties, the CMAR shall have the right to notify the Owner, in writing, of such illegality or danger and the Owner shall meet with the CMAR within **three (3) business** days following the Owner's receipt of such notice to review and discuss such concerns and work cooperatively and in good faith with the CMAR to resolve them. Any resolution shall include an appropriate adjustment in the Phase II Construction Price and Project Construction Schedule to account for the added cost and time to the CMAR in objecting to and attempting to resolve such concerns, to the extent that such concerns were legitimate. If the Owner fails to respond to the CMAR within **three (3) business** days following the CMAR's notification of such concerns, or the Parties, after meeting to discuss the same are unable, within an additional **seven (7)** days to resolve the concerns to the CMAR's reasonable, good faith satisfaction, the CMAR shall thereafter have the right to terminate this Agreement for convenience and without cause upon an additional **fifteen (15)** days' written notice to the Owner. In such event, and if it is determined that the CMAR's concerns were legitimate, the Owner shall pay the CMAR the same amounts owing to the CMAR for an Owner's termination for convenience pursuant to Paragraph 10.3. If it is determined that the CMAR's concerns were not legitimate, then the Owner shall have all rights against the CMAR and its surety as though the Owner had properly terminated for cause.

## **ARTICLE 11— Claims, Claims Procedures, Dispute Mitigation, and Resolution**

### **11.1 Claims for Additional Cost or Time**

Except as provided in any applicable Phase II Construction Price Amendment, for any claim for an increase in the Phase II Construction Price or the change in or extension to the Date of Substantial Completion or Date of Final Completion (each a "Claim"), the CMAR shall give the Owner written notice of the Claim within **fourteen (14)** days after the occurrence giving rise to the Claim. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Phase II Construction Price or the Date of Substantial Completion or Date of Final Completion resulting from such Claim shall be authorized by Change Order.

#### **11.1.1 Claims Procedures**

Submission of a Claim, in full conformance with all requirements of this Article, is a condition precedent to any action by the CMAR against the



**11.1.2.6** . Failure to properly submit the notice or Claim shall constitute waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the CMAR (and Subcontractors of any tier) is entitled and may not contain reservations of rights without the Owner’s written approval; any such unapproved reservations of rights shall be without effect. Any Claim of a Subcontractor of any tier may be brought only through, and after review by, the CMAR. For the purposes of calculating such time periods, an “event giving rise to a Claim” is not a Request for Information but rather is a response that the CMAR believes would change the GMP and/or Contract Time. No act, omission, or knowledge, actual or constructive, of the Owner or the Engineer shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the CMAR sign an explicit, unequivocal written waiver approved by the Owner’s Board of Commissioners. The fact that the Owner and the CMAR may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Owner and CMAR sign an explicit, unequivocal waiver approved by the Owner’s Board of Commissioners. The CMAR expressly acknowledges and agrees that the CMAR’s failure to timely submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that the Owner is prejudiced by the CMAR’s failure to timely submit notices and/or Claims as required by the Contract Documents, and that the Owner shall not be required to establish any actual prejudice in order to enforce the notice and Claim provisions of the Contract Documents.

**11.1.2.7** Additionally, no Claim for additional compensation or extension of time for a delay will be considered unless the provisions for Delays and Time Extensions are complied with.

**11.1.2.8** No Claim for additional compensation for Work performed filed by the CMAR after the date of Final Payment will be considered.

### **11.1.3 Records of Extra Work**

**11.1.3.1** In proceeding under a Claim for extra Work, the CMAR shall keep accurate records in such a manner as to provide a clear distinction between the direct costs of extra Work paid and the costs of other operations.

**11.1.3.2** Daily extra work reports shall:

**11.1.3.2.1** Be signed by the CMAR or the CMAR Representative.

**11.1.3.2.2** Itemize the materials used and state the direct cost of labor and the charges for equipment rental, whether furnished by the CMAR, Subcontractor, or any specialized forces.

**11.1.3.2.3** Provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

**11.1.3.2.4** Substantiate material charges with attached valid copies of vendor's invoices and, if not available, the invoices shall be submitted within **fourteen (14)** days after the date of delivery of the material or within **fourteen (14)** days after the acceptance of the Contract Documents, whichever occurs first.

**11.1.3.3** Such information shall be submitted to the Owner **twice monthly**. The Owner shall review, disapprove, and request adjustments, or agree upon and sign daily extra work reports upon receipt from the CMAR. The CMAR and the Owner shall agree on the contents of the extra work reports daily.

**11.1.3.3.1** The Owner will compare the Owner's records with the completed daily extra work reports furnished by the CMAR and make any necessary adjustments.

**11.1.3.3.2** When these daily extra work reports are agreed upon and signed by both Parties, the reports shall become the basis of payment for the Work performed but shall not preclude subsequent adjustment based on a later audit by the Owner.

**11.1.3.4** The CMAR's and Subcontractor's records pertaining to the Project shall be open to inspection or audit by representatives of the Owner in accordance with the requirements of RCW 39.10, during the life of the Agreement, and for a period of three (3) years after the date of acceptance thereof, and the CMAR and all Subcontractors shall retain those records for that period.

**11.1.3.4.1** Where payment for materials or labor is based on Work performed by Subcontractors and other forces not employees of the CMAR, the CMAR shall ensure that the cost records of those other forces will be open to inspection and audit and copying (including electronic copying) by



representatives of the Owner on the same terms and conditions as the cost records of the CMAR.

**11.1.3.4.2** If an audit is to be commenced more than **thirty (30)** days after the acceptance date of the Agreement, the CMAR will be given a reasonable notice of the time when the audit is to begin.

**11.1.3.5** The CMAR and Subcontractors shall keep full and complete records of the costs and additional time incurred for any Work for which a Claim for additional compensation is made.

**11.1.3.5.1** The Owner Representative or any designated Claim investigator or auditor shall have access to those records and any other records as may be required by the Owner Representative to determine the facts or contentions involved in the Claims.

**11.1.3.6** The Owner, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to the CMAR and Subcontractors' books, documents, and accounting records, including, but not limited to, bid worksheets, bids, Subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, electronic job cost reports, balance sheets, project correspondence including, but not limited to, correspondence between the CMAR and its sureties and Subcontractors/Vendors, project files, scheduling information, and other records of the CMAR and Subcontractors directly or indirectly pertinent to the Work, all in their native format, original as well as change and Claimed extra Work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or Claim has been tendered.

**11.1.3.6.1** Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies, including electronic copies, at the Owner's cost.

**11.1.3.7** In case the Claim is found to be just, it shall be allowed and paid for as provided by the Contract Documents.

## **11.2 Dispute Resolution**

**11.2.1 Direct Discussions.** If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement or the Project, the Parties shall endeavor



to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within **twenty (20)** Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within **ten (10)** Business Days to endeavor to reach resolution. If the dispute remains unresolved after **sixty (60)** days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected herein.

**11.2.2 Mediation.** Unless otherwise provided to the contrary in the Phase II Construction Price Amendment, Claims and other disputes or matters in controversy arising out of or related to the Agreement or Project that are not resolved pursuant to other provisions of this Article 11 shall be mediated prior to recourse to litigation or other binding dispute resolution proceeding. This requirement cannot be waived except by an explicit written waiver signed by the Owner's Board of Directors and the CMAR. Such mediation shall, unless the Parties mutually agree otherwise, be conducted by a mediator mutually agreeable to the Parties in the city or town nearest where the Project is located in accordance with the **American Arbitration Association Construction Industry Mediation Procedures** in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation (if an agreed mediator is not selected). Mediation shall proceed in advance of binding dispute resolution proceedings. Mediation shall proceed at an appropriate time mutually agreed upon by the Parties. The mediator shall be agreed to by the mediating Parties; in the absence of an agreement, the Parties shall each submit one name from the mediators listed by the American Arbitration Association in the locality in which the Project is located or other agreed-upon services. Such mediation shall be held for a period not to exceed one (1) day unless otherwise agreed in writing by the Parties. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Payment. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Neither Party shall be deemed the prevailing Party and each Party shall pay its own attorneys' fees and costs and one-half of the mediator's fees and costs. Disputes that are not resolved through mediation in accordance with this Paragraph 11.2.2 shall be resolved in the manner selected by the Parties in Paragraph 11.2.3 below.

**11.2.3 Dispute Resolution.** If the matter remains unresolved after submission of the matter to direct management discussions or mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

**11.2.3.1  By litigation.** Litigation shall commence in Superior court having jurisdiction over the Project site in the County in which the Project

is located. The CMAR may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 11. The CMAR shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 11. All unresolved Claims of the CMAR shall be waived and released unless the CMAR has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner or (b) ninety days after Final Completion. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the CMAR. The pendency of a mediation (the time period between the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the date of the mediation session. Neither the CMAR nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law). The Owner may join the CMAR as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the CMAR or Subcontractor of any tier.

**11.2.3.2** [Not used]

**11.2.3.2.1** [Not used]

**11.2.3.2.1.1.** [Not used]

**11.2.3.2.1.2.** [Not used]

**11.2.3.2.1.3.** [Not used]

**11.2.3.2.1.4.** [Not used]

**11.2.3.2.1.5.** [Not used]

**11.2.4 Survival.** The dispute resolution provisions of the Agreement shall survive the completion of the Work and/or the expiration or termination of the Contract Documents.

## **11.3 Venue**

The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location. The Parties waive any objection to such venue on the basis of inconvenient form.

## **11.4 Multiparty Proceeding**

The Parties agree that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

## **11.5 Lien Rights**

Nothing in this Article 11 or other applicable provisions of the Contract Documents shall limit any rights or remedies not expressly waived by the CMAR which the CMAR may have under Applicable Law.

## **ARTICLE 12 — Miscellaneous Provisions**

### **12.1 Assignment**

Neither the Owner nor the CMAR shall assign its interest in the Agreement or the other Contract Documents or any rights or claims thereunder without the written consent of the other. The terms and conditions of the Agreement and the other Contract Documents shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. If either Party attempts to make such an assignment without consent, such assignment shall be void and that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

### **12.2 CPARB**

**12.2.1** The CMAR shall provide all information required by the Capital Projects Advisory Review Board (CPARB) and applicable provisions of RCW 39.10.

# Exhibit B—CMAR Phase I Preconstruction Scope of Services

## Draft Preconstruction Services Scope of Work

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

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

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

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

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

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

• Task 8. Construction ~~Price Services~~-Proposal

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

### Task 1. Project Management and Coordination

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

#### 1.1 Project Management and Administration

This task involves managing the GC/CM Agreement and confirming compliance with its terms and conditions, and developing any scope amendments that may be required (e.g. field investigations, surveying), including communications between Owner and Contractor as required. Contractor will provide oversight of its project staff, manage efforts of Contractor team and ensure coordination with Owner, Design Engineer, and other project participants during the Preconstruction Services. Contractor shall prepare and submit monthly invoices by the 120th of each month. Form of invoice shall be approved by Owner prior to approval of the first invoice.

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

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

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

Contractor will prepare and submit with their monthly invoice a progress report

summarizing activities completed for the current invoice period as well as activities planned for the upcoming month. A cost summary will be provided, presenting actual costs versus planned costs with details regarding any variances to plan. A summary narrative of planned versus actual schedule progress will be presented with updates on key milestones dates and activities. The report will include narrative regarding design development support activities, Project risks, and issues being faced by the Project Team. Template of progress report shall be approved by Owner prior to approval of the first invoice. The current Risk Register (Subtask 1.4), Design Evolution Log (Subtask 1.4), and Issues Log (Subtask 1.4) will be included as attachments to monthly reports. Monthly Project reports will be presented in a format to be agreed upon between the Contractor and Owner within 30 days of NTP.

**Deliverables:**

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

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

## 1.2 Project Schedules

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

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



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

The ~~Project Schedule~~Schedule will be updated at every formal design milestone after Owner acceptance of draft ~~Project Schedule~~Schedule. Design milestone schedule updates will include a technical memorandum explaining schedule conformance with the requirements of the contract specifications.

After the Preconstruction Scheduling Meeting (Subtask 2.8) Contractor shall expand the schedule to include detailed construction activities. The 90% update shall be the partial basis for the MACC negotiations, and shall serve as the Proposed Baseline Schedule. The Proposed Baseline Schedule shall meet requirements of ~~Specification~~ Section 01\_32\_00 Project Management and Progress Reporting. During preparation of the Proposed Baseline Schedule, Design Engineer will facilitate Contractor's efforts by answering questions regarding sequencing issues, scheduling constraints, interface points, and dependency relationships.

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

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

**Deliverables:**

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

### 1.3 Risk Management

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



**Deliverables:**

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

#### 1.4 Preconstruction Logs

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

- Decision Log which records all issues and decisions made by the Project Team.
- Action Log which records all assigned action items assigned to the Project Team. The log shall include a description of the action required, the date and place (meeting) at which the action was assigned, the responsible person, and a reasonable due date for completing the action.
- Design Evolution Log which shall be developed initially to identify and track design changes between technical documentation provided in the Request for Qualifications, Request for Price Proposals, and the 30% Design (Subtask 5.1). The Design Evolution Log will quantify Rough Order of Magnitude (ROM) cost and time impacts on budget and schedule and document if the identified changes have been approved by Owner.
- Issues Log which will help the Project Team track project developments requiring timely resolution. Contractor shall identify the issue, responsible part for resolution, and the timeline required for resolution.
- Submittals List which shall include Submittals required in the Contract Documents but not limited to test plans, training plans, test procedures, operation and maintenance manuals, shop drawings, samples, record documents, and specifically required certificates, warranties, and service agreements. List shall also include Method of Procedures (MOPs) as defined in Section 01\_14\_00 Work Restrictions already identified from construction phasing and sequencing analyses. Draft Submittals List will be included with the draft Construction ~~Price Services~~ Proposal. Final Submittals List will be included in the Construction Services Amendment.
  - Identify Submittals using early start dates.
  - Indicate week and month anticipated for Submittal to Design ~~Engineer~~Engineer and release for manufacturing or fabrication, manufacturing, fabrication, and delivery.
  - Indicate "Priority" Submittals where review time can impact the critical path. ("Priority" indication will not alter review times specified in Section 01\_33\_00 Submittal Procedures. Design Engineer will endeavor to provide early review of "Priority" Submittals where possible.)
- Requests for substitutions for deviation from County design standards or previously accepted design assumptions. The request -must include data for "Or Equals" or substitutions.

Logs shall track all proposed positive and negative costs and schedule changes to the Cost Model and Project Schedule as well as those changes ultimately approved by the Owner. Logs may be separate or combined with other logs based on the needs of the Project Team. Logs will track all potential scope change items, identify the options for resolving the change, and estimate the net cost and schedule impact associated with adopting the change. Logs will allow for real-time tracking of deviations from the Cost Model. Items will be reviewed with the Owner and Design Engineer on a bi-weekly basis during the design of the Project (in conjunction with Subtask 2.5).

**Deliverables:**

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

### 1.5 Preconstruction Plans

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

#### 1.5.1 Construction Services Execution Plan

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

- Comprehensive document management and tracking system that will be accessible by Contractor and its subcontractors, the Owner, and the Design Engineer
- Database to track comments on design and other open issues (value engineering, constructability, permitting, operations and maintenance, other comments) and responses
- Value engineering procedures during construction
- Start-up planning (responsibility of Contractor, coordination with County's Operations and Maintenance staff, warranties, training, manuals)
- Cost management and tracking including reporting of cost escalation trends for equipment and materials mutually agreed upon by Owner, Contractor, and Design Engineer
- Site access and control issues (site security, traffic, pedestrian access, parking, noise and vibration, hoisting equipment, survey, etc.)

- Sequencing of the work, including consideration to avoid interruptions to plant's ongoing operations
- Schedule control and reporting
- Site staging including construction offices, laydown and work areas, temporary facilities and utilities
- Process for working closely with Design Engineer to integrate Building Information Modeling (BIM) and Virtual Design and Construction (VDC), to maximize efficiency design, construction, commissioning, start up, operations and ongoing maintenance and operations

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

#### *1.5.2 Construction Management and Contracting Plan*

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

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

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

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

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

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

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

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

Contractor will conduct the competitive bidding process in accordance with the applicable subcontracting procedures required by RCW 39.10, Owner-approved CMCP, and the GC/CM Agreement. Contractor shall follow the bidding requirements of [RCW 39.10](#) and the CMCP if they elect to compete for trade subcontract work. Contractor shall submit the bids and a summary of the bid evaluations to Owner and the Design Engineer for review and the Contractor shall facilitate a workshop to discuss the Contractor's recommendations for self-performed work, subcontracts, equipment and materials. The workshop should include the selection process and the final selection. Copies of all subcontracts, including all modifications and/or revisions will be furnished to Owner within



7 calendar days from issuance. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any work against whom Contractor has reasonable objection.

### 1.5.3 Selective Demolition Plan

Contractor shall develop a draft selective demolition plan that discusses its approach to selective demolition based on the 60% Design.

Selective Demolition Plan shall include, at a minimum:

- Outline for the proposed sequence of events and procedures to be utilized for any demolition activities required as part of the Work. This plan shall include procedure for proper notification of Owner and other affected parties relative to the respective Work.
- The location of all embedded items shall be documented using diagrams and/or other media that clearly show dimensions and locations of existing structural elements, existing embedded items, and any new embedded items
- and their relationship to each other.
- Drawings and/or other media documenting locations of service lines and capped utilities.
- Asset retirement list – Provide list of all assets to be decommissioned and removed for from Owner's asset management system(s). Owner will indicate if any retired assets should be salvaged for Owner use. Otherwise, Contractor is responsible for removal and disposal of retired assets from Worksite.

The Contractor shall develop draft Selective Demolition Plan and submit with its 60% Cost Estimate Submittal (Subtask 6.2). Contractor will finalize Selective Demolition Plan based on Owner review comments and update for submittal with its 90% Cost Estimate Submittal (Subtask 7.2). Owner-approved Selective Demolition Plan shall be included in the draft Construction Price Proposal in Task 8.

### 1.5.43 Health and Safety Plan(s)

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

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

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

#### *1.5.45 Quality Management Plan*

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

Draft and final QMP shall include, at a minimum:

- A statement by Contractor's Project Manager designating the QC Manager and specifying the authority delegated to the QC Manager to direct cessation or removal and replacement of defective Work.
- Describe the QA/QC program and include procedures, work instructions, and records. Describe methods relating to areas that require special testing and procedures as required by the Specifications.
- Include specific instructions defining procedures for observing Work in process and comparing this Work with the Contract requirements (organized by specifications section).
- Describe procedures to ensure that equipment or materials that have been accepted at the Worksite are properly stored, identified, installed, and tested.
- Include procedures to verify that procured products and services conform to the requirements of the Specifications. Requirements of these procedures shall be applied, as appropriate, to lower-tier Suppliers and/or Subcontractors.
- Commissioning quality control: Include procedures to verify that the commissioning requirements of the Contract Documents are integrated into the QA/QC Program and QMP and conform to the requirements of the Specifications. Requirements of these procedures shall be applied, as appropriate, to the Contractor and the lower-tier Suppliers and/or Subcontractors.
- Include instructions for recording inspections and requirements for demonstrating through the Daily Inspection Reports that Work inspected was in compliance or a deficiency was noted and action to be taken.
- Defects and Corrective Action: Include procedures for avoiding and handling deficiencies and non-conforming Work. Deficiencies and non-conforming Work are defined as documentation, drawings, material, equipment, or Work not conforming to the indicated requirements or procedures. The procedure shall prevent non-conformances by identification, documentation, evaluation, separation, disposition, and corrective action to prevent reoccurrence. Conditions having adverse effects on quality shall be promptly identified and reported to the senior level management. The cause of conditions adverse to quality shall be

determined and documents and measures implemented to prevent recurrence. In addition, at a minimum, this procedure shall address:

- Personnel responsible for identifying deficient and non-complying items within Work.
- How and by whom deficient and non-compliant items are documented “in the field.”
- The personnel and process utilized for logging deficient and non-compliant Work at the end of each day onto a deficiency log.
- Tracking processes and tracking documentation for deficient and non-conforming Work.
- Personnel responsible for achieving resolution of outstanding deficiencies.
- Include detailed procedures for the performance and control of special process (e.g., welding, soldering, heat treating, cleaning, plating, nondestructive examination, etc.).
- Include procedures to preclude the covering of deficient or rejected Work.
- Include procedures for halting or rejecting Work.
- Include procedures for resolution of differences between the QC Manager and the production personnel.
- Identify contractual hold/inspection points as well as any Contractor-imposed hold/inspection points.
- Discuss document control/quality records:
  - Establish methods for control of Contract Documents that describe how Drawings and Specifications are received and distributed to ensure the correct issue of the document being used. Describe how record document/drawing data are documented and furnished to Design Engineer.
  - Develop a list of specific records as required by the Contract Documents that will be furnished to Design Engineer at the completion of activities.

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

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

### **1.5.65 Commissioning Plan**

No later than the 90% Design Review Workshop, Contractor, Design Engineer, and Owner shall meet prior to the development of the draft Commissioning Plan to discuss

and confirm roles and responsibilities during the commissioning phase of the Project. Construction Manager shall develop a draft Commissioning Plan that supports costs for Start-up, Commissioning and Acceptance Testing as provided in the Cost Model. The draft Commissioning Plan will be included in Contractor's Construction Price Services Proposal.

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

**Assumptions:**

- Draft Specification Section 01\_40\_00 Quality Requirements provided with RFPP shall be the basis for the draft QMP.
- Owner intends to modify draft Section 01\_40\_00 Quality Requirements based on collaborative discussions with Contractor upon acceptance of QMP and prior to Construction Services Amendment.
- Draft Specification Section 01\_75\_006 Commissioning-Checkout and Start-up Procedures provided with RFPP shall be the basis for the draft Commissioning Plan.
- Owner intends to modify draft Section 01\_75\_006 Commissioning-Checkout and Start-up Procedures based on collaborative discussions with Contractor upon acceptance of Commissioning Plan and prior to Construction Services Amendment.

**Deliverables:**

- Draft and final Plans as described above

**Task 2. Meetings**

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

**2.1 Project Kick-off Meeting**

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



The Contractor will prepare a meeting summary and will distribute to the attendees

**Assumptions:**

- Meeting is assumed to be in-person.

**Deliverables:**

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

## 2.2 QA/QC Program Meeting

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

**Assumptions:**

- Meeting shall be conducted in-person.

## 2.3 Partnering Meeting

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

**Assumptions:**

- Meeting shall be conducted in-person.

**Deliverables:**

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

## 2.4 Monthly Progress Meetings

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

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

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

### **Assumptions:**

- Each meeting is assumed to last no more than two hours and be conducted in-person.

### **Deliverables:**

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

## 2.5 Bi-Weekly Design Progress Meetings

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

### **Assumptions:**

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

## 2.6 Design Focus Meetings

As requested by Owner and/or Design Engineer, Contractor shall attend Design Engineer's design focus meetings to address specific issues concerning design elements or other matters having the potential to impact the construction of the project. These are intended to be discipline-specific and involve a small group of subject-matter experts.

Suggested meeting topics and quantities (for each Work package) are:

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

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

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

**Assumptions:**

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

## 2.7 Public/Community Meetings

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

**Assumptions:**

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

### Preconstruction Scheduling Meeting

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

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

7. Proposed activity coding structure as specified in Section 01\_32\_00 – Project Management and Progress Reporting.
8. Naming convention: Name ~~Project Schedule~~Schedule files with the year, month and day of the data date, revision identifier, and a description of the ~~Project Schedule~~Schedule.
  - a. Example 1: 2014\_07\_30 rev 1 draft baseline schedule.xer.
  - b. Example 2: 2014\_09\_30 rev 2 sep final update.xer.
9. Action items.

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

### Task 3. Permitting Assistance

The purpose of this task is to support the Owner and their Design Engineer in securing project permits. The Contractor will assist in the completion and negotiation of these permits as it relates to implementation of the project construction—, except for permits required to be obtained directly by the Contractor.

#### Assumptions:

- Contractor shall participate in up to two-four virtual two-hour meetings, as needed, with Owner and Design Engineer.
- Project permit matrix is provided as Table 13.1 in the Basis of Design Report provided in Request for Qualifications Attachment B. Project Background Documents.

### Task 4. Site Investigations

Contractor shall coordinate with the Design Engineer and Owner to identify field investigations required to support design development, prepare risk mitigation plans, and gather information to support the development of Methods of Procedures (MOPs) during subsequent construction. MOPs are detailed in draft ~~Specification~~ Section 01\_14\_00 Work Restrictions. Specific investigations are described in subtasks within Task 4.

#### 4.1 Subsurface Utility Verifications

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

#### 4.2 Verification of As-Built Conditions

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

and methods.

**Assumptions:**

- Task includes Contractor participation in up to four in-person meetings on-site, each lasting up to four hours.
- Design Engineer to evaluate and document as-built conditions through annotated drawings.
- GC/CM shall document existing conditions describing the current operation of systems such as instrumentation and controls, power distribution, and support utilities. Existing conditions must include visible condition, operational status, and operational description including alarms and setpoints.
- 

**Task 5. 30% Design Review**

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

**5.1 30% Design Workshop**

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

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

**Assumptions:**

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

**Deliverables:**

- Design Evolution Log
- Issues Log

**5.2 Basis of Cost Estimate Report Submittal**

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



of estimate submittals.

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

**Deliverables:**

- Draft and final Basis of Cost Estimate Report

**Task 6. 60% Design Review**

As the design is advanced from the 30% Design phase to 60% design phase, the Contractor will support the Design Engineer through informal interaction, cooperation, coordination, collaboration, and communication. Contractor will address day-to-day matters of design development involving constructability, cost, maintenance of plant operations, tie-in approaches, design discipline coordination, risk identification and their planned mitigations, and others matters that Design Engineer and Owner seek support. Through this interaction, Contractor will actively update and maintain the Design Evolution Log, Issues Log, and Risk Register, and provide formal updates at monthly project meetings with the Design Engineer and Owner.

**6.1 60% Design Workshops**

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

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

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

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

**Assumptions:**

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

**Deliverables:**

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

## 6.2 Cost Estimate Submittal based on 60% Design

Within 28 calendar days from the 60% Design Reconciliation Workshop, Contractor will prepare the Cost Estimate Submittal in accordance with the cost model methodology provided as Attachment A to this Scope of Work, and submit to the Owner and Design Engineer for review. Contractor shall furnish copies of quotations to Owner in its Cost Estimate Submittal. This estimate will provide information for the Owner and Design Engineer to assist in evaluating alternative designs, equipment, materials or other variations in implementation of the project and will provide the basis tracking costs to the MACC negotiations. Cost Estimate shall include adopted changes resulting from various Project reviews and other accepted changes as well as changes from the 60% Design Reconciliation Workshop. Contractor shall incorporate information on labor rates, productivity, pricing of materials and equipment, overhead costs and escalation to produce a complete final Class 3 cost estimate of all the work to be included in the Total Contract Cost. Cost Estimate Submittal shall comply with the guidelines established by the Association for the Advancement of Cost Engineering (AACE) Recommended Practice 19R-97 and cost model methodology shall be as required in Attachment A to this Scope of Work, and submit to the Design Engineer and Owner for review.

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

**Deliverables:**

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

## 6.3 Value Engineering and Constructability Review of 60% Design

Contractor shall perform an initial value engineering and constructability review on the 60% Design deliverables as well as changes from the 60% Design Reconciliation Workshop within 28 calendar days of the 60% Design Reconciliation Workshop. Constructability review should also address the feasibility of utilizing State Revolving Funds (SRF) or other anticipated potential funding in terms of compliance with anticipated funding requirements such as Build America, Buy America (BABA) and American Iron

and Steel (AIS) and impacts to the construction cost and/or schedule. Value engineering or constructability review comments generated from this review shall be recorded in a spreadsheet summarizing the comment, its positive or negative benefits, as well as an order of magnitude assessment of the impact to the project cost and schedule.

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

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

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

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

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

**Deliverables:**



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

### Task 7. 90% Design Review

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

#### 7.1 90% Design Workshops

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

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

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

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

#### **Assumptions:**

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

#### **Deliverables:**

- Workshop notes

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

## 7.2 Cost Estimate Submittal based on 90% Design

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

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

### **Deliverables:**

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

## 7.3 Value Engineering and Constructability Review of 90% Design

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

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

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

**Deliverables:**

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

**Task 8. Construction ~~Services-Price~~ Proposal(s)**

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

Contractor will develop and negotiate MACC(s) in accordance with the approved CMCP. The CMCP may identify multiple MACCs. This task includes utilizing the 90% design documents that have been revised to reflect changes agreed to at the 90% Design Reconciliation Workshop to bid work packages, bid trade subcontract work packages, and request binding quotations for equipment and materials. Contractor will competitively bid the work in accordance with the CMCP and GC/CM Agreement.

**8.1 Construction ~~Services-Price~~ Proposal Development**

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

After submission of each Construction Price Proposal, Contractor and Owner shall meet to discuss and review Construction Price Proposal, negotiate in good faith, and attempt to reach agreement on the terms of the Construction Price Proposal.

Contractor shall include in each Construction Price Amendment the following:

- Owner-approved Cost Estimate Submittal per Subtask 7.2 with any modifications clearly identified
- Proposed Baseline Schedule per Subtask 1.2
- Proposed Schedule of Values aligned with Proposed Baseline Schedule and

requirements of GC/CM Agreement and Section 01 29 00 Payment Procedures and Change Management

- A list of Allowances and alternates
- Drawings and Specifications for the Work covered by the Construction Price Amendment
- All design, Owner, and construction Contingencies
- Updated plans for construction per Subtask 8.3
- Final Construction Health and Safety Plan per Subtask 1.5.3
- Final Quality Management Plan per Subtask 1.5.4
- Draft Submittals List per Subtask 1.4
- Contractor's list of qualifications, Assumptions, Clarifications, and exclusions, and
- All sales, consumer, use, and similar taxes for the Work covered by such Construction Price Amendment that is performed by Contractor and legally enacted at the time Construction Price Amendment is executed.

**Deliverables**

- Draft Construction ~~Price Services~~ Proposal
- Negotiated Construction ~~Price Services~~ Proposal

## 8.2 MACC Workshops

### 8.2.1 MACC Approach Workshop

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

### 8.2.2 Construction ~~Price Services~~ Proposal Presentation Workshop

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

### 8.2.3 MACC Negotiation Workshop(s)

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

### 8.3 Update Plans

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

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

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## ATTACHMENT A COST MODEL GUIDELINES

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**ATTACHMENT A  
COST MODEL GUIDELINES FOR  
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES**

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**ARTICLE 1 – INTRODUCTION**

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

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

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

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

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

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

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



## ARTICLE 2 - COST ESTIMATE SUBMITTAL REQUIREMENTS

### 2.1 Organization of the Cost Estimate Submittal

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

- Cost Estimate Summary Memorandum
- Attachment 1 – Cost Model
- Attachment 2 – Assumptions and Exclusions
- Attachment 3 – Subcontractor and Supplier Estimates and/or Bids
- Attachment 4 – Allowance Items
- Attachment 5 – Contractor Contingency Costs Support Information
- Attachment 6 – Specified General Conditions Costs Support Information
- Attachment 67 – Negotiated Support Services Information
- Attachment 78 – Updated Letter from Surety
- Attachment 89 – Updated Construction Schedule

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

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

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

### 2.2 Cost Estimate Summary Memorandum

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

- A. Summary of costing activities since the previous Cost Estimate Submittal.
- B. Changes subsequent to the previous cost estimate and reasons for the changes. Changes should be clearly denoted between the current cost estimate and the prior cost estimate. Contractor shall address outcome of estimated Work items relative to its escalation trend tracking efforts.
- C. Response to Owner's comments on prior Cost Estimate Submittal.
- D. List of proposed major equipment with the procurement status for each. The procurement status should include supplier pre-qualification activities and suppliers pre-qualified to-date.

- E. List of proposed construction package subcontracts with the procurement status for each. The procurement updates should include subcontractor pre-qualification activities and subcontractors pre-qualified to-date.
- F. Describe process for selecting and including subcontractor, materials, and equipment prices in cost model, and impact of such pricing on project costs.
- G. Current contingency value and the approach to determining the value. Describe basis for escalation value and provide support information that justifies escalation value. Discuss any opportunities to mitigate the impacts of escalation.
- H. Provide overview of work to be self-performed, reasons/rationale/benefits for self-performed work, description of what is included in self-performed work areas, and explanation of how Contractor meets requirements for self-performance.
- I. A cost summary table similar to Table A-1. The Total Contract Cost (TCC) is the cost that Contractor estimates to complete the Final Design and Construction. The Maximum Allowable Construction Cost (MACC) will be the basis for the TCC presented in the Construction Price Services Proposal. The table shall be expanded in similar form for each MACC and the TCC shall be adjusted accordingly.

<b>Table A-1 – Contractor Cost Summary</b>		
KITSAP COUNTY – CKTP SOLIDS AND LIQUIDS HAULED WASTE UPGRADES PROJECT		
<b>Cost Element</b>	<b>60% Design</b>	<b>90% Design</b>
<u>Construction Costs of the Work</u>		
Construction Costs		
Allowances		
<u>Bonds</u>		
<i>Subtotal <u>Construction Costs of the Work</u> (A)</i>		
<u>Negotiated Support Services</u>		
<del>Start-up, Commissioning, &amp; Acceptance Testing</del>		
<del>Quality Management Program</del>		
<del>Field Office</del>		
<del>Temporary Site Amenities</del>		
<del>Photos and Video Documentation</del>		
<u>(Contractor to provide line items in accordance with <del>See Cost Responsibility Matrix as provided in Agreement</del>)</u>		
(Others to be negotiated)		
<i>Subtotal <u>Negotiated Support Services</u> (B)</i>		
<u>Risk Contingency</u>		
Escalation of Labor and Material		
Contractor Risks		
Trade Buy-Out Differentials		
Scope Gap/Exclusions		
<i>Subtotal <u>Risk Contingency</u> (C)</i>		

<b>Table A-1 – Contractor Cost Summary</b>		
<b>KITSAP COUNTY – CKTP SOLIDS AND LIQUIDS HAULED WASTE UPGRADES PROJECT</b>		
<b>Cost Element</b>	<b>60% Design</b>	<b>90% Design</b>
<b>Maximum Allowable Construction Cost (MACC) (A+B+C)</b>		
<u>Specified General Conditions (D)</u>		
<u>Contractor’s Fee (E)</u>		
<b>Total Contract Cost (TCC) (A+B+C+D+E)</b>		
<u>Sales Tax</u>		
<u>Preconstruction Services</u>		

### 2.3 Attachments

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

#### **Attachment 1 – Cost Model:**

1. Attachment 1 shall include a line item cost breakdown of all Contractor costs, including all labor, materials, subcontractor, and supplier cost elements consistent with Association for the Advancement of Cost Engineering - International (AACEi) practices. The organization of the Contractor’s cost model should follow the organization of Table A-1 such that all ~~direct costs, professional services costs during Final Design and Construction, other indirect costs, etc.~~ are accurately accounted for.
2. The ~~direct Construction Cost of Work~~ shall be organized by each designated facility/area. The facility/area designations will be agreed upon by ~~both~~ the Owner, ~~Design Engineer~~, and Contractor.
3. For work performed by the Contractor (i.e., self-performance), ~~direct costs~~ Construction Cost of Work should be distinguished as such and should be presented in conformance with Construction Specifications Institute (CSI) MasterFormat ~~1995~~ 2004 Edition, with a category for each Division. to include the following Divisions:
  - ~~Division 1 – General Requirements~~
  - ~~Division 2 – Site Construction~~
  - ~~Division 3 – Concrete~~
  - ~~Division 4 – Masonry~~
  - ~~Division 5 – Metals~~
  - ~~Division 6 – Wood and Plastics~~
  - ~~Division 7 – Thermal and Moisture Protection~~
  - ~~Division 8 – Doors and Windows~~
  - ~~Division 9 – Finishes~~
  - ~~Division 10 – Specialties~~
  - ~~Division 11 – Equipment~~

- ~~• Division 12 — Furnishings~~
  - ~~• Division 13 — Special Construction~~
  - ~~• Division 14 — Conveying Systems~~
  - ~~• Division 15 — Mechanical~~
  - ~~• Division 16 — Electrical~~
4. The Divisions, ~~as shown above,~~ may change depending on the CSI MasterFormat Edition being used for the Project and as approved by the Design Engineer and Owner.
  5. An example cost model format is provided in Table A-2 below. The cost model format by Contractor does not need to match the example exactly but rather the level of detail and intent reflected in the example.
  6. Specified General Conditions Costs (typically considered Division 01 Specifications (Owner's Requirements) and further defined by the Cost Responsibility Matrix in the Agreement) shall be in accordance to the Agreement. ~~those costs according to a breakdown approved by the Owner. A separate line item shall be included for costs associated with each of the Contractor supervisory and administrative personnel. See Cost Allocation Matrix for more information.~~
  7. Negotiated Support Services shall be those costs according to a breakdown approved by Owner. A separate line item shall be included for categories of costs as agreed by Owner and Contractor. See Cost Allocation Responsibility Matrix in the Agreement for more information.
  8. For work not performed by the Contractor (e.g., competitively bid, subcontracted or vendor supplied), corresponding direct costs Construction Cost of Work should be delineated as such and do not have to be presented in the CSI format. If a quote or bid is received for a particular cost element (e.g., major equipment, subcontracted work package), the cost model line item shall correspond to the quotes and bids provided in Attachment 3 of the Cost Estimate Submittal (ex., line item cost for concrete material shall correspond to the bid price provided by selected concrete supplier). Line item costs shall include all applicable taxes and fees (not including Washington State Sales Tax).
  9. The total cost reflected in the cost model shall equal the Total Contract Cost provided in the Cost Estimate Summary Memorandum.
  - ~~10. The cost model should include listing of vehicles, material/hoisting equipment and other construction-related equipment required to complete the scope of the Project.~~

Exhibit B. Phase I Preconstruction Scope of Services  
 General Contractor/Construction Manager Services for  
 CKTP Solids and Liquids Hauled Waste Upgrades Project

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

**Attachment 2 – Assumptions and Exclusions:**

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

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

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

**Attachment 4 – Allowances:**

1. Attachment 4 shall include a detailed description of each allowance item proposed by Contractor along with a proposed cost for each allowance item. Each allowance item description shall consist of a summary description of the allowance item, an itemized list of scope items included within allowance item, and any specific and applicable exclusions to allowance item.

**Attachment 5 – Contractor Contingency Support Information:**

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

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

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

~~**Attachment 6 – Specified General Conditions Costs Support Information:**~~

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



~~related bonuses, premiums, taxes, insurance, contributions and assessments required by law and collective bargaining agreements.~~

~~4. The Contractor shall include cost information for developing and maintaining the Health and Safety Program as defined by its Owner-approved Health and Safety Plan for Construction Services.~~

~~5. 3. The Contractor shall include the following cost information, at a minimum, for developing the field office and construction supply costs for Contractor staff:~~

- ~~— Contractor field office mobilization and demobilization~~
- ~~— Office trailer rental~~
- ~~— Office furniture and equipment~~
- ~~— Office janitorial~~
- ~~— Document reproduction services (off-site or custom)~~
- ~~— Copy machines, fax machines, printers, scanners, and paper shredders~~
- ~~— Office computers, software, and maintenance~~
- ~~— Office telephones, and telephone and internet service~~
- ~~— Accounting and data processing costs~~
- ~~— Jobsite radios/cellular phones~~
- ~~— Postage, courier, and express delivery~~
- ~~— Job travel, including fuel and vehicle~~
- ~~— Temporary parking and laydown areas~~
- ~~— Storage facilities, both on and off site, as appropriate~~
- ~~— Tools and toolshed~~
- ~~— Surveying equipment and supplies~~
- ~~— Office supplies~~
- ~~— Reference manuals~~
- ~~— Employee identification system~~
- ~~— Business licenses and fees~~

~~The Contractor shall include cost information for providing sufficient documentation to support Owner's funding requirements such as SRF.~~

~~6. The Contractor shall include cost information for administration and management of the project in accordance with the following Construction Administration Requirements (Division 01) Specifications:~~

- ~~● 01290 Payment Procedures and Change Management~~
- ~~— 01320 Project Management and Progress Reporting~~
- ~~● 01300 Construction Submittal Procedures~~
- ~~● 01320 Project Management and Progress Reporting~~
- ~~● 01770 Closeout Procedures~~

~~7. The Contractor shall include costs for maintaining and updating BIM models during construction in accordance with Specification 01340 Building Information Modeling Requirements.~~

~~8. The Contractor shall include cost information for providing project signage in accordance with Specification 01500 Temporary Facilities and Controls.~~

**Attachment ~~67~~ – Negotiated Support Services:**

1. This attachment shall include information to support the negotiated support services costs provided in the cost model.
2. The Contractor shall provide an organizational chart of its Construction Services staff and a person-hour analysis including costs ~~of base wages or salaries~~ of its Quality Control Manager and Commissioning and Startup Coordinator. ~~A multiplier of \_\_\_% (to be provided by Contractor) applied to such base wages or salaries of Quality Control Manager and Commissioning and Startup Coordinator as compensation for costs incurred by the Contractor for employee benefits, project-related bonuses, premiums, taxes, insurance, contributions and assessments required by law and collective bargaining agreements.~~
- ~~3. The Contractor shall include the following cost information, at a minimum, for developing the field office and construction supply costs for Contractor staff:~~
  - ~~• Contractor field office mobilization and demobilization~~
  - ~~• Office trailer rental~~
  - ~~• Office furniture and equipment~~
  - ~~• Office janitorial~~
  - ~~• Document reproduction services (off site or custom)~~
  - ~~• Copy machines, fax machines, printers, scanners, and paper shredders~~
  - ~~• Office computers, software, and maintenance~~
  - ~~• Office telephones, and telephone and internet service~~
  - ~~• Accounting and data processing costs~~
  - ~~• Jobsite radios/cellular phones~~
  - ~~• Postage, courier, and express delivery~~
  - ~~• Job travel, including fuel and vehicle~~
  - ~~• Temporary parking and laydown areas~~
  - ~~• Storage facilities, both on and off site, as appropriate~~
  - ~~• Tools and toolshed~~
  - ~~• Surveying equipment and supplies~~
  - ~~• Office supplies~~
  - ~~• Reference manuals~~
  - ~~• Employee identification system~~
  - ~~• Business licenses and fees~~
34. The Contractor shall include the following cost information, at a minimum, for developing the temporary amenities for Contractor Project Site activities:
  - Facilities for drinking water and sanitation to support field offices (drinking water system will be metered)
  - Provide fire protection, site security, power generation, communications, and appropriate lighting for temporary facilities.
  - Traffic control equipment rental
  - Temporary weather protection facilities
  - Fencing, barricades, partitions, and protected walkways

- Site erosion control
- ~~45. 7. The Contractor shall include costs for maintaining and updating BIM models during construction in accordance with Specification Section 01 xx xx 01340 Building Information Modeling Requirements <actual specification title and name to be updated prior to Construction Phase Proposal>.~~
- ~~5. The Contractor shall include cost information for maintaining a clean Project site through the Project duration as required in Specification 01700 Execution Requirements.~~
- ~~6. The Contractor shall include cost information to visually document project progress using photographs and videos as required in Specification Section 01\_32\_00 Project Management and Progress Reporting.~~
- ~~76. 8. The Contractor shall include cost information for providing project signage in accordance with Specification Section 01\_50\_00 Temporary Facilities and Controls.~~
- ~~7. The Contractor shall include cost information for maintaining a clean Project site through the Project duration as required in Specification Section 01\_70\_00 Execution Requirements.~~
- ~~8. The Contractor shall include cost information to implement its Quality Assurance/Quality Control Program in accordance with its Owner approved Quality Management Plan. Provide assumptions and basis used to develop quality control testing costs as needed to supplement Construction Services (provide breakdown of cost estimate).~~
- ~~98. Start-up, Commissioning, and Acceptance Testing Costs Support Information:~~
- Information to support the start-up, commissioning, and acceptance testing costs provided in the cost model. Provide any additional assumptions and clarifications that support costs.
  - The Contractor shall provide an organizational chart of its start-up, commissioning and acceptance testing staffs; a conceptual plan for performing these activities; and person-hour and cost analysis for the associated activities.
  - The Contractor shall provide the costs elements for warranty periods following Substantial Completion.
- ~~10. The Contractor shall include cost information for administration and management of the project in accordance with the following Owner's Requirements (Division 01) Specifications:~~
- ~~Section 01 77 00 Closeout Procedures~~

**Attachment 78 – Updated Letter from Surety:**

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

**Attachment 89 – Updated Final Design and Construction Schedule:**

1. Attachment 98 shall include an updated summary-level (i.e., roll-up) schedule for the Construction Services in accordance with Preconstruction Services Scope of Work that should be consistent with the completion durations included in the cost model all direct costs (by facility/area) and indirect costs (i.e., Specified General Conditions).

Exhibit B. Phase I Preconstruction Scope of Services  
General Contractor/Construction Manager Services for  
CKTP Solids and Liquids Hauled Waste Upgrades Project

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## Exhibit C—Phase I Notice to Proceed

## **Exhibit D—Phase I Early Work(s) Package(s) (if applicable)**

**Exhibit D.1—Phase I Early Work(s) Package(s) Amendment  
Form (if applicable)**

**[Refer to Phase II Construction Price Amendment  
Template for Completion of Early Works Amendment]**



# Exhibit E—Phase II Construction Price Amendment

# **CONSTRUCTION MANAGEMENT AT-RISK (CMAR)**

## **Contract Template:**

***Exhibit E – Phase II Construction Price  
Amendment***



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WCDA NO. CMAR-109-2023

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## Exhibit E

### Phase II Construction Price Amendment

<b>Effective Date of this Amendment:</b>	
<b>Effective Date of CMAR Construction Agreement and General Conditions</b>	
<b>Owner:</b>	Kitsap County
<b>CMAR:</b>	
<b>Facility:</b>	
<b>Project:</b>	
<b>Project No.:</b>	
<b>Contract No.:</b>	

This Phase II Construction Price Amendment (this “Amendment”) is entered into pursuant to Paragraph 1.15 of Exhibit B of that certain Construction Agreement with an Effective Date referenced above (the “Agreement”), by and between the Owner and the CMAR, for the Project identified in the Agreement. The Agreement is supplemented by, among other things, the General Conditions between the Owner and the CMAR dated the Effective Date and attached to the Agreement (the “General Conditions”). The Owner and CMAR desire to establish a Phase II Construction Price for the Work defined and described below and in the other Contract Documents relating to such Work. This Amendment, when accepted by the Owner, shall be a Contract Document and part of the Agreement for all purposes. To the extent there exists any conflict between this Amendment and the Agreement, this Amendment shall govern and control the respective rights, duties, and obligations of the Parties hereto with regard to the Scope of the Work, Phase II Construction Price (including Cost of the Work and CMAR’s Fee where applicable), Owner’s Contingency and CMAR’s Contingency (where applicable; such CMAR Contingency being a part of the Cost of the Work), Owner Allowances, and the terms, provisions, and conditions of **Attachments [1-27]** attached hereto and incorporated herein by this reference, including any CMAR exclusions mutually agreed upon by the CMAR and the Owner and attached hereto. Capitalized terms used herein but not defined herein shall have the meanings given them in the Agreement, General Conditions, and other Contract Documents.

### ARTICLE 1 — Phase II Construction Price Amendment

This Phase II Construction Price Amendment includes the following documents attached hereto and incorporated by this reference:

Attachment 1	Scope of the Work
Attachment 2	Phase II Construction Price and Construction General Conditions Cost Summaries in a Form Developed by Owner and CMAR
Attachment 3	Schedule of Values
Attachment 4	Project Baseline Schedule
Attachment 5	Construction Drawings and Specifications for the Work
Attachment 6	List of Allowances



Attachment 7	Subcontractor Procurement Plan
Attachment 8	Performance Testing Protocols
Attachment 9	Commissioning Protocols
Attachment 10	Phase II Notice to Proceed
Attachment 11	Project Technical Performance Requirements
Attachment 12	Phase II Technical Scheduling Requirements
Attachment 13	[Not used]
Attachment 14	CMAR's Hourly Rate Schedule
Attachment 15	[Not Used]
Attachment 16	Insurance and Bond Requirements
Attachment 16.1	[Not Used]
Attachment 17	Payment Bond Form
Attachment 17.1	Performance Bond Form
Attachment 18	Supplemental Conditions
Attachment 19	SBE, MBE, WBE, DBE, LBE Requirements
Attachment 20	Federal, State, or Local Procurement Guidelines
Attachment 21	Davis-Bacon and Other Wage Requirements
Attachment 22	Insurance Certificates
Attachment 23	CMAR Schedule of Qualifications, Assumptions, Clarifications, and Exclusions
Attachment 24	[Not Used]
Attachment 25	Equipment Rates
Attachment 26	Negotiated Support Services Breakdown
Other	<a href="#">[LIST]</a>

## ARTICLE 2 — The Work

The Work to be performed under this Amendment is limited to the construction and completion of the Work and improvements described in **Attachment 5** attached hereto, in strict accordance with the Contract Documents, subject only to the CMAR's Schedule of Qualifications, Assumptions, Clarifications, and Exclusions attached as **Attachment 23** hereto.

## ARTICLE 3 — Contract Time

### 3.1 Substantial and Final Completion

The CMAR shall achieve Substantial Completion of all Work under the Contract Documents within [\[NUMBER\]](#) days (the "Contract Time") from the Commencement Date. The "Commencement Date" shall be the later of: (a) the issuance of a Phase II Notice to Proceed by the Owner with the Construction Phase Work, or (b) the Effective Date of this Amendment. The final day of the Contract Time shall be the "Substantial Completion Date." The CMAR shall achieve Final Completion of all Work and the Punch List within [\[NUMBER\]](#) days after the Substantial Completion Date (the "Close-Out Period"). The final day of the Close-Out Period shall be the "Final Completion Date." The Contract Time, Commencement Date, Substantial

and Final Completion Dates, and other milestones for performance of the Work, including critical path items, are more particularly described in the Project Baseline Schedule attached hereto as **Attachment 4**.

- 3.2** Notwithstanding Paragraph 3.1 of this Amendment, the Owner may designate separate periods of time and dates of Substantial Completion of discrete phases of the Project, in which case, each phase shall have a separate number of days from the Commencement Date to achieve Substantial Completion, and a separate Final Completion Date, and designated Close-Out Period.

## **ARTICLE 4 — Phase II Construction Price**

- 4.1** As full consideration for performance and furnishing of the Work, and subject to the other terms and conditions of the Contract Documents, the Owner shall pay the CMAR the following (the “Phase II Construction Price”):

**4.1.1** [Not Used]

**4.1.2** An amount equal to the Cost of the Work (defined below), the fixed, lump sum Specified General Conditions, plus the CMAR’s Fee (defined below) paid in proportion to the Work performed, provided, however, the CMAR guarantees that the sum of the Cost of the Work, the Specified General Conditions, and the CMAR’s Fee shall not exceed \$[NUMBER] (not including Washington State Sales Tax) (the “GMP” or “Guaranteed Maximum Price”). The Guaranteed Maximum Price is the amount beyond which the Phase II Construction Price may not exceed, subject to Change Orders and other applicable provisions of the Contract Documents and this Amendment that permit or require an increase in the GMP.

**4.1.3** [Not Used]

- 4.2** The compensation to be paid shall be limited to the Phase II Construction Price established pursuant to this Amendment, as the same may be adjusted under applicable provisions of the Contract Documents and this Amendment. To the extent the CMAR’s Cost of the Work plus the CMAR’s Fee exceeds the Guaranteed Maximum Price, the CMAR shall bear such costs in excess of the applicable Phase II Construction Price without reimbursement or additional compensation from the Owner.

**4.2.1** Payment for Work performed shall be as set forth in Article 8 of the General Conditions.

### **4.3 CMAR FEE**

The Fee (“CMAR’s Fee” or “Fee”) payable by the Owner to the CMAR equals [NUMBER]% multiplied by the Cost of the Work and the Specified General Conditions and is included in, and a part of, the Phase II Construction Contract Price agreed upon by the Owner and the CMAR pursuant of this Amendment. The

CMAR's Fee includes all the CMAR's home office overhead and profit, as well as all other costs identified as being included in the Fee in the Cost Responsibility Matrix included as Exhibit J to the Agreement (hereinafter the "Cost Responsibility Matrix"). Construction Specified General Conditions Costs are not included in the CMAR's Fee and are separately reimbursable on a percentage completion basis based on the total Project duration.

**4.3.1** Adjustment in the CMAR's Fee shall be made as follows:

**4.3.1.1** The CMAR's Fee of [NUMBER]% of the Cost of the Work shall be multiplied by the Cost of the Work included in additive changes in the Work as provided in Article 7 of the Agreement and Article 7 of the General Conditions, and such CMAR Fee, together with the Cost of the Work reflected in such additive change in the Work shall be added to the GMP. Deductive Change Orders shall result in a corresponding decrease in the CMAR's Fee.

**4.3.1.2** For delays in the Work not caused by the CMAR, except as provided in Paragraph 5.3 of the Agreement and Article 5 of the General Conditions, the Phase II Construction Price shall be increased by the direct increase in the Cost of the Work and the Specified General Conditions resulting from such delay, plus CMAR's Fee on such increased Cost of the Work and Specified General Conditions.

**4.3.1.3** In the event the Owner issues a Field Order or Owner Change Directive, as defined in Article 1 of the Agreement, compensation to the CMAR will be as follows:

**4.3.1.3.1** Lump sum, with appropriate documentation, if agreed to by the Parties; or

**4.3.1.3.2** In the absence of such an agreement, Cost of the Work plus a Fee of [NUMBER]%.

**4.3.1.4** If the CMAR is retained by the Owner pursuant to a separate written agreement to undertake construction or replacement of an insured or uninsured loss, the CMAR shall be paid an additional fee in the same proportion that the CMAR's Fee bears to the estimated Cost of the Work for the replacement.

**4.3.1.5** For the CMAR's Contingency used as provided for in Article 10 of this Amendment, the CMAR's Fee of [NUMBER]% will be applied but only after the time such CMAR Contingency is used and not beforehand.

## **ARTICLE 5 — Cost of the Work**

The Cost of the Work (“Cost of the Work”), when determining the Phase II Construction Price based on a GMP, consists of all actual, net costs incurred in connection with the Work (without any CMAR overhead, profit, fee, or markup included), including, without limitation, the following costs reasonably and necessarily incurred in the performance of the Work, unless such items are expressly stated to be excluded costs and unless such items are included in the Specified General Conditions (in which case such costs are not reimbursable Costs of the Work). Negotiated Support Services by CMAR will be reimbursed as Costs of the Work within the GMP, consistent with the Cost Responsibility Matrix appended to the Agreement. All costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

- 5.1** Wages and salaries including payroll taxes and benefits paid for labor in the direct employ of the CMAR in the performance of the Work, including compensation for craft or trade labor performed by CMAR’s personnel. Wages and salaries of the CMAR’s designated supervisory and administrative personnel are included in the Specified General Conditions and are not separately reimbursable as Costs of the Work.
- 5.2** [Not Used]
- 5.3** Without duplication of the Specified General Conditions Costs, cost of all employee benefits and taxes, including, but not limited to, workers’ compensation, unemployment compensation, Social Security, health, welfare, training, drug testing, and other nonprofit sharing or non-retirement benefits as required by law, labor agreements, or paid under the CMAR’s standard personnel policy, to the extent such costs are based on wages and salaries of CMAR’s employees included in the Cost of the Work under Paragraph 5.1. Holidays and vacations are excluded from payroll taxes and other employee benefits and shall be billed directly to the Project and considered reimbursable under the terms of the Contract Documents. Payroll taxes, insurance, and other benefits of the CMAR’s non-exempt hourly employees are not included in the CMAR’s hourly rate schedule, attached to this Amendment as **Attachment 14**. The parties may agree to a wage burden rate for all workers under Section 5.1, which will be fully burdened, including all the wage-based costs, and fixed for the duration of the Contract Time. Burden rates, including any agreed burden rates, are subject to the Owner’s audit to confirm that the burden has been correctly calculated and applied the burden in accordance with the Contract Documents.
- 5.4** Reasonable transportation, travel, hotel, and moving expenses of the CMAR personnel incurred in connection with the Work are included in the Specified General Conditions and are not separately reimbursable.
- 5.5** Except as included in the Specified General Conditions, cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner; transportation, storage, and handling.

- 5.6** Payments made by the CMAR to Subcontractors for work performed under the Contract Documents. The CMAR shall maintain a procedure for the review, processing and payment of applications by Subcontractors for progress and final payments, all in accordance with the terms and conditions of the Contract Documents. The CMAR shall verify the completeness of all applications for payment and assemble and check all supporting documentation required by the Contract Documents or by the subcontracts with respect to each payment application, including all lien waivers and releases. The maximum permissible CMAR markups on Subcontract Work are as follows: [Insert]
- 5.7** Except as included in the Specified General Conditions, cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed, that remain the property of the CMAR.
- 5.8** Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether provided by the CMAR or rented from Others, in each case agreed-upon rates in effect in the market in which the Project is located and including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at the aforementioned agreed-upon rate(s) (not to exceed the local fair market rental costs) actually paid to non-related third parties. In the case equipment is provided by CMAR rates shall be included in Attachment 25 - Equipment Rates. The total rental cost of any such equipment may not exceed the lesser of the local fair market rental costs or seventy percent (70%) of the purchase price of any comparable item.
- 5.9** Cost of the premiums for all CMAR insurance and statutory payment and performance surety bonds which the CMAR is required to procure (except builder's risk) are included in the Fee and are not separately reimbursable. Statutory Subcontractor payment and performance bond costs included in subcontracts are a reimbursable Cost of the Work. Builder's risk insurance shall be included as a part of the Negotiated Support Services (a reimbursable Cost of the Work), unless the Owner elects to procure the builder's risk insurance directly. All other risk management tools (including additional Subcontractor bonding beyond statutory requirements, SDI, Subguard, etc.) are included in the Fee and are not reimbursable Costs of the Work.
- 5.10** Use, gross receipts, or other taxes, duties, or impositions or exactions related to the Work for which the CMAR is liable are included in the Fee and are not separately reimbursable. Washington State Sales Tax is not a reimbursable Cost of the Work but will be paid by the Owner on the CMAR's payment applications.

- 5.11** Except if paid directly by the Owner, permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the CMAR is not responsible as set forth in Paragraphs 3.4.4 and 9.8 of the General Conditions, and deposits lost for causes other than the CMAR's negligence.
- 5.12** [Not used].
- 5.13** All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field / site office are included in the Specified General Conditions and are not separately reimbursable.
- 5.14** All costs associated with demobilizing and remobilizing the field office and the CMAR's workforce, including Subcontractor workforces, because of a suspension of the Work by the Owner.
- 5.15** Except as included in the Specified General Conditions, reproduction costs, photographs, postage, express delivery charges, and related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work. Project-specific electronic equipment at the site, including phones and tablets, is included in the Specified General Conditions and is not separately reimbursable. All other non-Project-specific equipment and software (including license fees, Procore, etc.) is included in the Fee and is not separately reimbursable.
- 5.16** All water, power, heating, fuel, chemicals for commissioning, and other utility costs necessary for the Work.
- 5.17** Cost of removal of all nonhazardous substances, debris, and waste materials.
- 5.18** Costs incurred due to an emergency affecting the safety of persons or property.
- 5.19** Costs related to the Work for safety, OSHA, EEO, and other regulatory reporting as well as Project time, personnel, and safety-related data records and reports are included in the Specified General Conditions and are not separately reimbursable. Payment of OSHA fines of the CMAR or its Subcontractors is not an allowable Cost of Work.
- 5.20** Additional costs resulting from laws, ordinances, rules, regulations, and taxes enacted after the date of the Contract Documents.
- 5.21** Self-insured retentions and deductibles resulting from any insured loss or casualty (including deductibles under the builder's risk policy) are included in the Fee and are not separately reimbursable.



- 5.22** All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the CMAR's Fee as set forth in Article 4 or the Specified General Conditions.
- 5.23** Any Contingencies identified and selected in Article 10 hereof.
- 5.24** Allowances, when authorized, become a part of the Cost of the Work. Allowances are not included in the CMAR's Contingency. If an Allowance is projected to be exceeded, the Owner shall be required to fund the additional incremental cost and the Guaranteed Maximum Price shall be adjusted accordingly. The initial list of Allowances is included as **Attachment 6** of this Phase II Construction Price Amendment.
- 5.25** To the extent not already captured above, all costs identified as constituting Negotiated Support Services in the Cost Responsibility Matrix appended to the Agreement are reimbursable Costs of the Work.

## **ARTICLE 6 — Excluded Costs**

The Cost of the Work, when determining the Phase II Construction Price based on a GMP, does not include the following costs, as all such costs are included in the Specified General Conditions or the Fee or are at the CMAR's risk:

- 6.1** All costs identified as being included in the Specified General Conditions in the Cost Responsibility Matrix appended to the Agreement.
- 6.2** All costs identified as being included in the Fee in the Cost Responsibility Matrix appended to the Agreement.
- 6.3** [Not used]
- 6.4** Costs incurred due to the negligence or willful misconduct by the CMAR, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whom they are liable, or to the failure of the CMAR to fulfill a specific responsibility to the Owner set forth in the Contract Documents.
- 6.5** Legal, mediation, and arbitration fees and costs arising from disputes between the Owner and the CMAR.
- 6.6** Costs that would cause the Guaranteed Maximum Price to be exceeded.
- 6.7** Expenses of the CMAR's principal office and offices other than the site office.
- 6.8** Costs for services incurred during the Preconstruction Services Phase except as specifically allowed herein.



- 6.9** Overtime wages, unless pre-approved by the Owner in writing.
- 6.10** Liquidated damages.
- 6.11** Business licenses.
- 6.12** Costs incurred to correct the Work during the 1-year correction period.

## **ARTICLE 7 — Discounts**

Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the CMAR shall make provisions so that they can be obtained. If the CMAR is offered discounts and/or rebates based upon prompt payment, the CMAR shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the CMAR may keep any such discounts and/or rebates it achieves through its own prompt payment. If the CMAR does not provide the Owner the opportunity to participate then the CMAR may only charge the net costs after consideration of discounts and rebates. The CMAR shall notify the Owner in a timely manner of the availability of such cash discounts, rebates, or refunds.

## **ARTICLE 8 — Schedule of Values**

The Phase II Construction Price shall be broken out on the Schedule of Values, to be attached to this Amendment as **Attachment 3**, and shall reflect all requirements of the Contract Documents.

## **ARTICLE 9 — Interest on Past Due Payments**

Amounts unpaid more than **sixty (60)** days after the invoice due date shall bear interest at **the Bank of America Prime Rate plus two percent (2%) per annum unless otherwise required by law.**

## **ARTICLE 10 — Contingency**

The following Contingency fund is hereby established by the Owner and the CMAR, shall be included in the Cost of the Work (where applicable), and shall be held, used, and disbursed in accordance with this Article 10:

- 10.1** A CMAR Contingency in the amount of **[NUMBER% OF THE COST OF THE WORK]** for use by the CMAR in accordance with Section 10.5. The CMAR's Contingency shall be no more than three percent (3.0%) of the combined total of the Costs of the Work, the Specified General Conditions, and the CMAR's Fee. The Guaranteed Maximum Price includes the CMAR's Contingency and application of Fee on the CMAR's Contingency.

**10.2** [Not Used]

**10.2.1** [Not Used]

**10.2.2** [Not Used]

**10.2.3** [Not Used]

**10.3** Unused CMAR Contingency on Work remaining at Final Completion of the Work and Fee applied to such Contingency for purposes of establishing the Guaranteed Maximum Price shall be credited to the Owner through a deductive Change Order at completion of the Project.

**10.4** [Not Used]

**10.5** As used in this Article 10, the "CMAR Contingency" means the dollar amount set forth in Paragraph 10.1 hereof for cost the CMAR incurs as a result of any unforeseen event or circumstance that are not the basis for a Change Order, and other costs and expenses not included in a Change Order but reimbursable as a Cost of the Work. Adjustments to the amount of the CMAR Contingency and the milestones, if any, for release of unused CMAR Contingency, if any, are as set forth in Paragraph 10.5.1. The CMAR Contingency shall not be used for Owner-directed changes in the Scope of the Work or the design for the Project unless agreed between the Owner and the CMAR.

**10.5.1** The CMAR shall track, report, and reconcile the CMAR Contingency and any savings (where applicable) to the Owner on each pay application. Each use of CMAR’s Contingency shall be subject to the Owner’s advance approval and shown as a separate line item in the schedule of values submitted with each pay application. Where applicable, at each of the following milestones: [ ] (complete or state “N/A” as applicable), any savings realized by the CMAR in the Cost of the Work and other services provided by the CMAR hereunder for the period covered thereby shall be added to the CMAR’s Contingency and a report shall be prepared and provided by the CMAR to the Owner identifying the amount of savings and any additions or subtractions made to the CMAR’s Contingency, in each case in accordance with this Amendment. The CMAR’s Fee shall be added to the CMAR Contingency as the CMAR Contingency is used. The Fee is not applied to any unused amount of the CMAR’s Contingency. The CMAR Contingency will be allocated to specific line items in the Schedule of Values through the use of a Contingency Expenditure (each a “Contingency Expenditure”) signed by the Owner and the CMAR, including a description of the items covered by the CMAR Contingency Expenditure. The allocation of the CMAR Contingency shall not increase the GMP, and in no event shall the CMAR be entitled to any increase in the GMP for any phase or the Project as a whole beyond that established by this Amendment in any case or circumstance where the CMAR has exhausted the entire CMAR Contingency and

has not previously obtained the Owner’s prior written agreement to any such increase.

**10.5.2** The Owner shall not unreasonably withhold approval of a Contingency Expenditure to use the CMAR Contingency so long as (a) the Contingency amount accessed does not cause the GMP to be exceeded, and (b) the CMAR uses the CMAR Contingency for items required for the Project that are recoverable as part of the Work under the Contract Documents, but do not justify an increase in the GMP.

**10.5.3** Any unused CMAR Contingency remaining at Substantial Completion of the Project (including Fee applied to the CMAR Contingency for purposes of calculating the Guaranteed Maximum Price) shall be credited to the Owner through a deductive Change Order.

## ARTICLE 11 — Savings

If the sum of the actual Cost of the Work, the Specified General Conditions, and the CMAR’S Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the net positive difference (“savings”) shall be credited exclusively to the Owner through a deductive Change Order at Final Completion of the Project. Unless otherwise agreed to in writing by the Owner and the CMAR, unused CMAR Contingency remaining at Final Completion of the Work shall be disbursed in accordance with Paragraph 10.3 hereof.

## ARTICLE 12 — Staffing Incentives

If the CMAR retains all of the staff members listed below and such staff members dedicate satisfactory services to the Project over the entire course of the Project, the CMAR shall be paid on the Final Completion Date a Staffing Retention Bonus in the amount of \$[NUMBER]. No Staffing Retention Bonus shall be payable if any one of the individuals listed below is removed from the Project prior to completion.

- [List]

## ARTICLE 13 — Retainage

From each progress payment, the Owner may retain funds in accordance with this Article 13 of the amount otherwise due after deduction of any amounts as provided in Paragraph 8.3 of the General Conditions and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision, then:

**13.1** Retention in the amount of 5% (tied to state public contracting requirements) shall be withheld from each Progress Payment until Final Completion of the Work as a trust fund for the protection and payment of: (i) the claims of any person arising under the Contract Documents; and (ii) the state with respect to taxes, increases,

and penalties imposed pursuant to Titles 50, 51, and 82 RCW which may be due from the CMAR.

**13.2** Retention for the Phase II Construction Price shall be released upon Final Completion of the Work, provided the CMAR has provided necessary lien releases, a consent of surety, and all required closeout documentation, and provided that the Owner has received necessary statutory certificates required under RCW 60.28.011; that no notice of lien has been received as provided in RCW 60.28.011; that no claims have been brought to the Owner’s attention; that the Owner has no known claims under the Contract Documents; and that release of retention has been duly authorized by the state.

**13.2.1** At the request and expense of the CMAR, a substitution of securities may be made in accordance with the procedures established in RCW 60.28.011.

**13.2.2** [Not Used]

**13.2.3** [Not Used]

## ARTICLE 14 — Final Payment

Final payment of the balance of the Phase II Construction Price (“Final Payment”) shall be made to the CMAR within **sixty (60)** days after the CMAR has applied for Final Payment, including submissions required under Subparagraph 8.9.3 of the General Conditions. Release of remaining retention shall be made to the CMAR within forty-five (45) days after the Owner has accepted the Project as complete.

## ARTICLE 15 — Fee for Termination for Convenience

**Check applicable box.**

**15.1**  A fixed termination fee in the amount of **[NUMBER]**% of the Phase II Construction Price.

**15.2**  A termination fee calculated as follows: \_\_\_\_\_  
\_\_\_\_\_].

**15.3**  No termination fee shall be due or payable.

## ARTICLE 16 — Dispute Resolution

The method of dispute resolution shall be as selected in the General Conditions.

## ARTICLE 17 — Miscellaneous

Except as modified herein, the Agreement remains in full force and effect.

**17.1** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures hereon shall be deemed originals for all purposes.

Executed as of the Effective Date.

**OWNER**

**CMAR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

# Attachment 1—Scope of the Work

## TABLE OF CONTENTS

### DIVISION 01 SPECIFICATIONS – OWNER’S REQUIREMENTS

Section	Title
01_11_00	Summary of Work
01_14_00	Work Restrictions
01_29_00	Payment Procedures and Change Management
01_32_00	Project Management and Progress Reporting
01_32_20	Web-Based Construction Document Management
01_32_90	Construction Health and Safety Plan
01_33_00	Submittal Procedures
01_40_00	Quality Requirements
01_50_00	Temporary Facilities and Controls
01_70_00	Execution Requirements
01_77_00	Closeout Procedures

*The following specifications will be developed collaboratively with Contractor, Owner, and Design Engineer during Preconstruction Services before Construction Price Proposal.*

01_45_25	Testing Concrete Structures for Watertightness
01_73_20	Openings and Penetrations in Construction
01_73_29	Cutting and Patching
01_75_00	Checkout and Start-Up Procedures
01_79_23	Instruction of Operation and Maintenance Personnel



**SECTION 01\_11\_00**  
**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 INFORMATION REGARDING DIVISION 01 SPECIFICATIONS**

- A. These specifications are attached to the General Contractor/Contractor (GC/CM) Agreement (Agreement) for the Kitsap County (Owner) Central Kitsap Treatment Plant Solids and Liquids Hauled Waste Upgrades Project (Project), to be used as the basis for Specified General Conditions and the starting point for development of the final construction specifications to be incorporated into the Agreement by the Construction Phase Amendment as Negotiated Support Services. Unless otherwise defined in these specifications, capitalized terms, acronyms and abbreviations have the meanings given in Article 1 of the Agreement.

**1.02 PROJECT SUMMARY**

- A. Kitsap County will expand and improve the reliability of the biosolids treatment system at the Central Kitsap Treatment Plant (CKTP).

**1.03 THE WORK**

- A. The Work consists of:
1. Construction of two new digesters.
  2. Improvements to the two existing digesters.
  3. Mechanical co-thickening of primary sludge and septage.
  4. New septage receiving station.
  5. New fats, oils, grease (FOG) receiving facility.
  6. Conversion of existing gravity thickener to centrate storage.
  7. New maintenance building.
- B. The scope of the Work includes:
1. Obtaining necessary permits and approvals.
  2. Obtaining and managing space associated with construction Work such as laydown areas, parking, and material storage.
  3. Mobilization.
  4. Specified General Conditions.
  5. Erosion control and any other environmental controls and measures required by regulators.
  6. Excavation and grading of the site.
  7. Site dewatering and disposal.
  8. Structural excavation.
  9. Equipment, materials, and subcontractor procurement.
  10. Construction and demolition of facilities, utilities, etc.
  11. Power distribution and electrical system.
  12. Instrumentation and control.
  13. Final grading, paving, and landscaping.

14. Security infrastructure installation, testing, and startup.
15. Coordination, integration, programming, and testing of SCADA control system.
16. Demobilization.
17. Commissioning, startup, acceptance testing, and training.
18. Record documents.
19. Project closeout.

#### **1.04 LOCATION OF PROJECT**

- A. The Work is located at the Worksite, as defined in Article 1 of the Agreement.

#### **1.05 OWNER ASSIGNED SUBCONTRACTORS**

- A. Not used.

#### **1.06 OWNER FURNISHED EQUIPMENT**

- A. Not used.

#### **1.07 ACTIVITIES BY OTHERS**

- A. Activities by others which may affect performance of work include:
  1. None anticipated.
- B. Activities by others which may require coordination include:
  1. Future CIP projects located at CKTP.

#### **1.08 COORDINATION OF WORK**

- A. Obtain construction schedules from Subcontractors and assume responsibility for correctness. Incorporate schedules from Subcontractors into the Schedule to plan for and comply with sequencing constraints as required by the Agreement, including Section 01\_32\_00 - Project Management and Progress Reporting.

#### **1.09 PARTIAL USE OR OCCUPANCY**

*[Provision to be developed during the Preconstruction Phase, (A) describing relevant portions of Work and work required prior to occupancy, (B) identifying Owner responsibilities for areas it is occupying and/or (C) identifying Contractor's responsibilities for areas occupied by Owner].*

- A. Owner and Engineer anticipate new digesters and new septage receiving facility to be in operation prior to Substantial Completion of Group 1 construction.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION (NOT USED)**

Draft Attachment 1 Scope of the Work  
Phase II Construction Price Amendment  
CKTP Solids and Liquids Hauled Waste Upgrades

END OF SECTION

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## **SECTION 01\_14\_00**

### **WORK RESTRICTIONS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes requirements for sequencing and scheduling the Work affected by Existing Facilities, work restrictions and coordination between construction operations and plant operations:
  - 1. Use of Worksite.
  - 2. Access to Worksite.
  - 3. Use of premises.
  - 4. Scheduling and sequencing constraints.
  - 5. Shutdown and construction constraints.
  - 6. Planned outages or disruptions of existing facilities or equipment.
  - 7. Maintenance of Plant Operation procedure (MOPO).
  - 8. Operations and maintenance access.
  - 9. Work by Others.
  - 10. Utilities.
  - 11. Work sequence requirements.
  - 12. Temporary services, materials, and equipment.

##### **1.02 SUBMITTALS**

- A. In accordance with Section 01\_30\_00 – Submittal Procedures.
- B. MOPO Form.
- C. MOPO Log.
- D. Baseline Schedule with MOPO tasks.
- E. Progress Schedule with MOPO tasks.

##### **1.03 CONTRACTOR'S USE OF WORKSITE AND PREMISES**

- A. Limit use of Worksite to allow:
  - 1. Continuous and ongoing operation of CKTP by Owner.
  - 2. Others to perform their work as indicated in Section 2.3.6 of the Agreement.
  - 3. Contractor shall control Worksite access at all times in accordance with Worksite security requirements in Section 01\_50\_00 - Temporary Facilities and Control.
- B. Access to Worksite: As specified in the Agreement, design documents, and Owner-approved plans developed during Preconstruction Services. Owner will not control Contractor access to Worksite during normal CKTP business hours. Contractor will have access to unlock entrance gate. To protect Existing Facilities, access to

Worksite provided by Contractor must be locked when construction activities are not taking place.

- C. Unfavorable construction conditions: During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine its operations to Work that is not adversely affected by such conditions. No portion of the Work shall be constructed under conditions that adversely affect the quality thereof, unless means or precautions are taken by the Contractor to protect and properly perform the Work. Contractor shall maintain suitable access to areas in which Work is actively being performed and any common use area (i.e., office complex).
- D. Provide security for all products, materials, and equipment stored on the site, including those of Subcontractors.

#### 1.04 GENERAL CONSTRAINTS ON SEQUENCE AND SCHEDULING OF WORK

***[PROVISION TO BE REVISED AS APPROPRIATE DURING THE PRECONSTRUCTION PHASE]***

- A. The CKTP must remain in operation during construction, other than specific bypasses or planned outages proposed by Contractor and approved by Owner. Impairing the operational capabilities of this treatment plant will result in serious environmental damage and monetary fines.
- B. Conduct work in a manner that will not impair the operational capabilities of essential elements of the treatment process or reduce the capacity of the entire treatment plant below levels sufficient to treat the quality of raw wastewater to the water quality limitations specified in the National Pollutant Discharge Elimination System (NPDES) permit.
- C. The status of the treatment plant and each unit process shall be defined as "operational" when they are capable of conveying and treating the wastewater and sludge at their stated capacities.
- D. Proposed bypasses and planned outages will be subject to Owner approval and must be requested with a Maintenance of Plant Operations procedure (MOPO) as described in this Section. The Contractor must have approval by Owner before commencing any Work that may impact CKTP operations or treatment abilities.
- E. Time restrictions for performing general Work:
  - 1. Contractor shall perform Work onsite in accordance to Kitsap County Code Ch. 10.28. For all activities requiring Owner and/or Engineer observation, participation, coordination, etc. Work shall be performed during regular working hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding Saturdays, Sundays, and Owner-observed holidays, unless otherwise stipulated for after-hours activities, or unless otherwise stipulated in these Specifications.
    - a. Contractor may only change work hours at most once per pay period.
    - b. Work will be prohibited on all Owner-recognized holidays of New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day,

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- Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- c. In the event a holiday falls on a Saturday, Owner will recognize Friday as the holiday. If a holiday falls on a Sunday, Owner will recognize Monday as the holiday.
  - d. Contractor may request extended work hours in writing. Extended work hours must be approved by Owner.
2. Emergency work may be performed without prior permission, but Owner must be immediately notified. Contact information for onsite operations staff to contact during emergencies will be provided at the Preconstruction Conference as described in Section 01\_32\_00 - Project Management and Progress Reporting.
- F. Conduct commissioning and process start-up activities as specified in Section 01\_75\_00 – Checkout and Start-up Procedures in a manner that will not impair the operational capabilities of essential elements of the treatment process or reduce the capacity of the entire treatment plant below levels sufficient to treat the quality of raw wastewater and influent sludges to the performance requirements specified in the discharge permit.
- G. Work sequence and constraints:
1. Utilize description of critical events in work sequence in this Section as a guideline for scheduling and undertaking the Work.
  2. Work sequence and constraints presented do not include all items affecting completion of the Work but are intended to describe critical events necessary to minimize disruption of the existing facilities and to ensure compliance with NPDES permit requirements.
    - a. To permit continuous treatment of wastewater and compliance with effluent quality requirements, the construction schedule shall provide for the following specific conditions:
      - 1) [TO BE PROVIDED DURING PRECONSTRUCTION PHASE SERVICES PRIOR TO CONSTRUCTION PRICE AMENDMENT PROPOSAL]
- H. Road and Facility Access:
1. Contractor shall conduct operations to minimize interference with plant operation and Others. Except for in the event of emergencies, provide Owner a minimum of 28 days advance written notice and secure Owner approval before any road outage or blockage. Unless indicated otherwise by Owner, Contractor to utilize the MOPO procedure for such outages.
  2. Contractor shall maintain means of access to adjacent properties at all times.
  3. Contractor shall maintain chemical and delivery truck access to operational facilities at all times.
  4. Contractor shall provide access for emergency response vehicles at all times.
  5. Contractor is responsible for coordinating with Owner to allow for the County to issue public notifications (e.g., schools, neighborhoods, shopping centers, etc.) prior to construction Work commencement, road closures, and other disruptions to the public potentially caused by the Work.

## 1.05 SHUTDOWN AND CONSTRUCTION REQUIREMENTS

- A. Contractor shall comply with the following minimum general shutdown/outage requirements:
1. Execute the Work while the existing facility is in operation.
  2. Accomplish Work without a shutdown where practicable.
  3. Indicate required shutdowns of existing facilities or interruptions of existing operations on Schedule. There must be an Owner-approved MOPO for each shutdown or interruption of existing operations before any associated work by the Contractor commences.
  4. Shutdowns will be permitted to the extent that existing operation of the plant will not be jeopardized and identified constraints are satisfied.
  5. Activities that disrupt plant or utilities operations must comply with these shutdown constraints.
  6. Minimize shutdown times by thorough advanced planning and organize work to be completed in a minimum number of shutdowns. Have required equipment, materials, and labor on hand at time of shutdown.
  7. Where required to minimize treatment process interruptions while complying with specified sequencing constraints, provide temporary pumping, power, lighting, controls, instrumentation, and safety devices.
  8. Final determination of the permitting of shutdowns will be the sole judgment of the Owner.
  9. Owner retains the right to abort on the day of the scheduled shutdown. Abortions due to no fault of Contractor may qualify as an Excuseable Delay as described in Article 5.4 of Agreement, if impact to critical path.
  10. Submit notification of required shutdowns of existing facilities at least 28 days prior to the planned date of shutdown.
    - a. Submit requirements for shutdowns using a MOPO form. The MOPO form may be that of Contractor's but must contain the information on the MOPO form provided as a supplement of this Section.
    - b. Contractor and Subcontractors to attend meetings with Owner key staff to discuss and coordinate the MOPOs that are submitted and under review.
    - c. Contractor shall include within its MOPO a contingency plan that anticipates challenges and delineates methods for mitigating them.
  11. Equipment, materials, and labor identified in approved MOPOs shall be on hand at time of shutdown.
- B. General shutdown limitations include but are not limited to:  
*[Conditions to be developed during Preconstruction Services phase prior to Construction Price Proposal. Conditions shown below are for example only.]*
1. During November through April, the shutdown of the septage receiving facility is limited to 1 week, unless approved by Owner.
  2. Gravity thickeners may not be taken offline during the summer unless the new mechanical co-thickening is in operation, unless approved by Owner.
- C. Unplanned shutdowns due to emergencies are not defined in this Section.
- D. Dewatering of existing process and disposal of residue:



1. When Owner has turned the process unit over to Contractor for modification or temporary use, Contractor is responsible for costs and procedures required to dewater and dispose of liquid, solids, etc. in the process unit.
  - a. Drainage and disposal of process unit liquids, solids, etc. into another treatment process unit may be allowed if it is approved in advance by Owner, and is conducted in accordance with Owner's requirements. Contractor shall notify onsite Owner staff immediately of any accidental solids being directed to the return line or storm sewers.
  - b. Dewatering of grit/debris to meet landfill requirements is the responsibility of Contractor.
  - c. Contractor shall provide Owner adequate time in schedules for draining and cleanup of structures to be turned over by Owner.
    - 1) Owner will be responsible for draining and cleaning all tanks except digesters.
    - 2) Notification by Contractor of structures to be turned over by Owner must follow the MOPO procedure.

**1.06 REQUIREMENTS FOR OPERATION OF PLANT AND MAINTAINING CONTINUOUS OPERATION OF EXISTING FACILITIES**

- A. Facilities or conditions required to keep the existing plant operational include, but are not limited to, the following:
  1. All process units, buildings, and equipment.
  2. Electrical power including transformers, distribution wiring and motor control centers.
  3. Plant and potable water.
  4. Plant air.
  5. Laboratory facilities.
  6. Office, toilets and washrooms.
  7. Fencing and gates.
  8. Lighting.
  9. Heating, ventilation and air conditioning.
  10. Instrumentation, meters, controls and telemetry equipment.
  11. Security systems.
  12. Safety equipment and features.
  13. Parking for County employees and vehicles required for operation and maintenance of the plant.
  14. Communication systems including telephone system, internet, and SCADA.
  15. Storm drainage.
  16. Natural gas service.
- B. Contractor shall conduct the Work and provide temporary facilities required to keep the existing plant continuously operational as required by Section 01\_50\_00 - Temporary Facilities and Controls.
- C. Contractor shall be responsible for any damage incurred to existing facilities as result of its construction activities.
- D. Contractor shall not remove or demolish existing facilities required to keep the existing plant operational at the current capacities until the existing facilities are

replaced by temporary, new or upgraded facilities or equipment. The replacement facilities shall have been tested and demonstrated to be operational prior to removing or demolishing existing facilities.

#### **1.07 MAINTENANCE OF PLANT OPERATION PROCEDURE (MOPO)**

- A. Comply with MOPO Instructions as specified in Supplement 1 - Maintenance of Plant Operation procedure (MOPO).
- B. Prepare MOPO for the following conditions:
  - 1. Shutdowns, diversions, and tie-ins to the existing facility.
  - 2. Process start-up activities.
  - 3. Power interruption and tie-ins.
  - 4. Switch over between temporary and permanent facilities, equipment, piping, and electrical and instrumentation systems.
  - 5. Process constraints requiring interruption of operating processes or utilities.
  - 6. Road or facility access blockages, unless otherwise indicated by Owner.
- C. Other Work not specifically listed may require MOPOs as determined necessary by the Contractor, Owner, or Design Engineer.
- D. No consideration will be given to claims of additional time and cost associated for preparing MOPOs required by the Owner to complete this work in a manner that facilitates proper operation of the facility and compliance with NPDES permit requirements.
- E. Where required to minimize treatment process interruptions while complying with specified constraints, provide temporary pumping, power, lighting, controls, instrumentation, and safety devices.

#### **1.08 OPERATIONS AND MAINTENANCE ACCESS**

- A. Contractor shall provide safe, continuous access to process control equipment for operations personnel.

#### **1.09 WORK BY OTHERS**

- A. Where proper execution of the Work depends upon work by Others, inspect and promptly report discrepancies and defects.

#### **1.10 UTILITIES**

- A. Provide advance notice to and utilize services of Utilities Underground Location Center (UULC), 1-800-424-5555 (or 811), for location and marking of underground utilities operated by utility agencies other than Owner.
- B. Maintain electrical, telephone, water, gas, sanitary facilities, and other utilities within existing facilities in service. Provide temporary utilities when necessary.
- C. New yard utilities were designed using existing facility drawings.

1. Field verification of utilities was performed with Design Engineer during Preconstruction Phase Services.
2. Services crossed or located nearby by new yard utilities may require relocation and possible shutdowns.
3. Pipe alignments as indicated on the Drawings.

**1.11 TEMPORARY SERVICES, MATERIALS, AND EQUIPMENT**

- A. As specified in Section 01\_50\_00 - Temporary Facilities and Controls.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION**

**3.01 SUPPLEMENTS**

- B. The supplements listed below, following “End of Section,” are a part of this Section.
1. Maintenance of Plant Operation procedure (MOPO) Instructions and Forms.

END OF SECTION

**SECTION 01\_14\_00 – SUPPLEMENT 1**

**MAINTENANCE OF PLANT OPERATION PROCEDURE (MOPO) INSTRUCTIONS AND  
FORMS**

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**“MAINTENANCE OF PLANT OPERATION PROCEDURE” (MOPO)  
Instructions and Forms**

**Definition and Purpose**

“Maintenance of Plant Operation procedure” (MOPO) is a detailed document submitted by the Contractor to request process shutdown(s)/outage(s), utility tie-in(s), work in areas that may risk unanticipated outages, bypasses, or flow diversions to accommodate construction activities during the Project. Such activities may include new tie-ins to utilities or structures, mechanical modifications to process piping or equipment, demolition, bulkhead installation, and cleaning processes.

The MOPO provides a detailed plan to the Owner and Contractor that describes specific aspects of the work including purpose, time of execution, and anticipated impacts on treatment processes. The MOPO also includes contingency measures and provisions for rapid closure in the event that shutdown or work progress difficulties are encountered. Information from relevant trades associated with the requested shutdown, diversion, or tie-in is also included.

Owner will use the information within the MOPO to define operational procedures and methods to safely and successfully assist Contractor.

**MOPO Process Summary**

WHO	STEP	TIMING
Contractor	1. Identify MOPOs needed on MOPO Log and Baseline Schedule.	No later than 7 days prior to Preconstruction Scheduling Meeting
Contractor, Owner	2. Pre-MOPO Meeting.	More than 28 days prior to work
Contractor	3. Submits MOPO.	No later than 28 days prior to work
Owner	4. Reviews MOPO.	
Owner	5. MOPO finalized.	No later than 7 days prior to work
Contractor	6. Complete Readiness Checklist.	No later than 5 days prior to work
Contractor	7. Complete Safety Checklist.	Immediately prior to commencing work
Contractor	8. Complete Work.	
Contractor	9. Update MOPO Log and Schedules.	Monthly

**MOPO Process Detail**

**STEP 1. Identifies MOPOs needed on MOPO Log and Baseline Schedule.**

Contractor submits a preliminary list of anticipated Project MOPOs on MOPO Log. MOPOs identified but not limited to those shutdowns, diversions, or tie-ins described in the Contract Documents. Incorporate MOPOs as tasks in Schedule. Date scheduled MOPOs to coincide with the appropriate construction activities.

STEP 2. Pre-MOPO Meeting.

Contractor requests a Pre-MOPO Meeting with Owner to discuss the nature of the shutdown, diversion, or tie-in, and to gather the information necessary to complete the MOPO Form. The pre-MOPO meeting may be waived by Owner if the work is deemed to be minor.

STEP 3. Submits MOPO.

Contractor completes the MOPO Form and submits 3 copies for approval to the Owner's Project Manager (OPM).

STEP 4. Reviews MOPO.

OPM distributes MOPO Form for review by Owner's Construction Coordinator, O&M Representative, and Owner's Project Representative. Review MOPO Form for completeness, accuracy, compliance with both the construction schedule, constraints defined in Contract Documents, and to ensure that the requested work does not negatively impact plant operations or other concurrent Project activities. Additional information may be requested to better understand the nature of and method for completing the Work.

STEP 5. MOPO finalized.

Once the MOPO is agreed to by all parties, the MOPO will be finalized by signature. Copies are distributed to Owner and Contractor.

STEP 6. Complete Readiness Checklist.

Contractor verifies everything is ready for the Work.

STEP 7. Complete Safety Checklist.

Contractor ensures safety.

STEP 8. Complete Work.

Contractor completes Work.

STEP 9. Update MOPO Log and Schedules.

Contractor updates MOPO Log and 3-Week Look Ahead Schedule weekly and distributes at the regularly-scheduled construction progress meetings.





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## MAINTENANCE OF PLANT OPERATION PROCEDURE (MOPO) FORM

<b>Owner:</b>		<b>Date:</b>	
<b>Contractor:</b>		<b>Project No.:</b>	
<b>Project Name:</b>		<b>Submittal No.:</b>	
<b>Submittal Title:</b>		<b>Spec/Drawing. Ref.:</b>	

MOPO #:	TASK TITLE: <i>(Provide &lt;10 word title)</i>	SUBMITTAL DATE: <i>(No later than 28 days prior to work)</i>
---------	---	---

SCHEDULE OF WORK ACTIVITY:  
START: *(Date/Time)* \_\_\_\_\_ END: *(Date/Time)* \_\_\_\_\_

REQUESTOR: \_\_\_\_\_

PRIMARY POINT OF CONTACT:	PHONE/PAGER:
SECONDARY POINT OF CONTACT:	PHONE/PAGER:
NOTIFY: <input type="checkbox"/> Control Room, Phone:	<input type="checkbox"/> Security, Phone:

BUILDING: \_\_\_\_\_ LOCATION OF WORK FLOOR/LEVEL: \_\_\_\_\_

DESCRIPTION OF WORK: *(Provide sufficient details on process isolation, work sequencing, and safety (i.e. control of significant hazards unique to the work) to demonstrate an understanding of the work and how it will be completed within the constraints, and its impact on the processes and facility.)*

Task Summary: \_\_\_\_\_

Processes Affected: \_\_\_\_\_

Trades Affected: \_\_\_\_\_

WORK PLAN:

Work Sequencing: \_\_\_\_\_

Process Isolation: \_\_\_\_\_

Spill Prevention Plan: \_\_\_\_\_

Contingency Plans: \_\_\_\_\_

CRITICAL EQUIPMENT / TOOLS: *(Pumps and discharge hoses with correct fittings, blind flanges and pipe plugs, no-hub fittings, properly sized electrical service components, generators, portable lighting, chlorine for potable water pipe breaks, etc.)*

<input type="checkbox"/> Acoustic Ceiling/or Walls Access	<input type="checkbox"/> Excavation Permit	<input type="checkbox"/> Lock Out/Tag Out
<input type="checkbox"/> Chemical Use Approval	<input type="checkbox"/> Fire Sprinkler Impairment	<input type="checkbox"/> Life Safety Systems
<input type="checkbox"/> Confined Space Permit	<input type="checkbox"/> Flammable Materials	<input type="checkbox"/> Roof Protocol

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<input type="checkbox"/>	Critical Lift Plan	<input type="checkbox"/>	Flush / Discharge	<input type="checkbox"/>	Work After Dark
<input type="checkbox"/>	Energized Electrical Work	<input type="checkbox"/>	High Pressure Test	<input type="checkbox"/>	
<input type="checkbox"/>	Elect. Panel Schedules	<input type="checkbox"/>	Hot Work/Open Flame	<input type="checkbox"/>	

EXISTING SERVICE(S) AT RISK:

<input type="checkbox"/>	Breathing Air	<input type="checkbox"/>	Elect Normal	<input type="checkbox"/>	Process Access	<input type="checkbox"/>	Telephones
<input type="checkbox"/>	Chemical Distribution	<input type="checkbox"/>	Fire Protection	<input type="checkbox"/>	Safety Showers	<input type="checkbox"/>	UPS
<input type="checkbox"/>	County Water	<input type="checkbox"/>	HVAC	<input type="checkbox"/>	SCADA	<input type="checkbox"/>	VAX/DATA
<input type="checkbox"/>	Communication	<input type="checkbox"/>	Inert Gas	<input type="checkbox"/>	Security	<input type="checkbox"/>	
<input type="checkbox"/>	Domestic Drain	<input type="checkbox"/>	Instrument - Air	<input type="checkbox"/>	Solvent Drain	<input type="checkbox"/>	
<input type="checkbox"/>	Elect-Bus Duct	<input type="checkbox"/>	Life Safety System	<input type="checkbox"/>	Specialty Gases	<input type="checkbox"/>	
<input type="checkbox"/>	Elect. Emergency	<input type="checkbox"/>	Natural Gas	<input type="checkbox"/>	Storm Drain	<input type="checkbox"/>	

REVIEWER'S INSTRUCTIONS/COMMENTS:

\_\_\_\_\_

PREJOB BRIEFING MUST BE COMPLETED PRIOR TO COMMENCING WORK:

	Full Name (printed)	Signature	Phone	Date
Submitted By				
System Owner				
Reviewer (if needed)				
Reviewer (if needed)				
Reviewer (if needed)				
Reviewer (if needed)				

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READINESS CHECKLIST  
(5 days prior to work)

Checklist provided as a guide but is not all inclusive.

1. Confirm all parts and materials are on site: \_\_\_\_\_  
\_\_\_\_\_
2. Review work plan: \_\_\_\_\_  
\_\_\_\_\_
3. Review contingency plan: \_\_\_\_\_  
\_\_\_\_\_

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**SAFETY CHECKLIST**  
(Just prior to commencing work)

Checklist provided as a guide but is not all inclusive.

1. Location awareness:
  - a. Emergency exits: \_\_\_\_\_
  - b. Emergency shower and eyewash: \_\_\_\_\_
  - c. Telephones and phone numbers: \_\_\_\_\_
  - d. Shut-off valve: \_\_\_\_\_
  - e. Electrical disconnects: \_\_\_\_\_
2. Inspect work area:
  - a. Take time to survey the area you are working in. Ensure that what you want to do will work. Do you have enough clearance? Is your footing secure? Do you have adequate lighting and ventilation? Are surrounding utilities out of the way for you to perform your work?
3. SDS (Safety Data Sheets):
  - a. Understand the chemicals and substances in the area you are working in by reading the SDS.
4. Lockout/Tagout Procedure:
  - a. Lockout/tagout energy sources before beginning work.
  - b. Make sure all valves associated with the work are locked out and tagged out on each side of the penetration.
  - c. Make sure the lines are depressurized.
5. Overhead work:
  - a. Use appropriate personal protective equipment; i.e., safety harness, lifeline, etc.
  - b. Select appropriate tie-off points; i.e., structurally adequate, not a pipe or conduit, etc.
  - c. Spotter assigned and in position.
  - d. Pipe rack access; i.e., check design capacity, protective decking or scaffolding in place, exposed valves or electrical switches identified and protected.
6. Safety equipment:
  - a. Shepherd's hook.
  - b. ARC flash protection.
  - c. Fire extinguisher.
  - d. Other: \_\_\_\_\_
7. Accidents:
  - a. Should accidents occur, do not shut off and do not attempt to correct the situation unless you are absolutely positive that your action will correct the problem and not adversely affect other people or equipment.
8. Review process start-up documents:
  - a. In the event the system is shutdown, the Control Center should have a working knowledge of the process start-up procedures in order to deal effectively with unforeseen events.
9. Evacuation procedures:
  - a. Do not obstruct evacuation routes.
  - b. Take time to survey the area for evacuation routes.

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**Maintenance of Plant Operation procedure (MOPO) Log**  
*Sample*

<b>MOPO Number</b>	<b>Task Title</b>	<b>Date Requested</b>	<b>Date Approved</b>	<b>Date(s) Work Planned (start and finish dates)</b>	<b>Work Completed (yes/no)</b>
001					
002					
003					

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## **SECTION 01\_29\_00**

### **PAYMENT PROCEDURES AND CHANGE MANAGEMENT**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This section specifies administrative and procedural requirements necessary for payment and change management including:
  - 1. Schedule of Values.
  - 2. Application for payment.
  - 3. Change management.
  - 4. Defect assessment.
  - 5. Allowances.

##### **1.02 SUBMITTALS**

- A. In accordance with Section 01\_30\_00 – Submittal Procedures.

##### **1.03 SCHEDULE OF VALUES**

- A. Contractor must have an Owner-approved Schedule of Values prior to submitting its first payment of application for Construction Phase Services. Owner-approved Schedule of Values is included as Attachment 3 to the Phase II Construction Price Amendment and must meet the requirements set forth in this Section and Paragraph 8.1 of the General Conditions.
- B. Each activity identified in the Baseline Schedule shall have an estimated value assigned and correspond to the Schedule of Values. The sum of the estimated values assigned to the activities, plus allowances, if any, equal the Phase II Construction Price.
- C. No changes shall be made to the Schedule of Values without Owner's prior approval.
- D. The Schedule of Values shall identify the estimated total number of construction units for each kind of work and the value of each unit.
- E. The Owner and Contractor will agree to the rules of credit for each unit of the Schedule of Values that are considered lump sum items. Rules of credit identify the method for determining completion and value of Work completed for lump sum items. Examples of rules of credit include physical percent complete, pre-defined value, and level of effort.
- F. The approved Schedule of Values shall be used by the Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

- G. Whenever the scope is changed or revised to include approved Change Orders that change the Work, the Schedule of Values shall also be revised such that the sum total shall be equal to the revised total Construction Price. Scope additions shall be added to the Schedule of Values as new line item(s) equaling the value of Change Order or Owner Change Directive.
- H. The total estimated value of the items of Work listed in the Schedule of Values shall equal the Construction Price.
  - 1. Updated Schedule of Values shall be submitted with each payment as required in this Section and will be a condition of recommendation for payment by Owner's Representative.
  - 2. Updated Schedule of Values will include Contractor's estimated percent completion of each line-item included in the Schedule of Values. The amount requested for each line item will equal the item's percent complete multiplied by the estimated value for that item.
- I. Format and Content: Prepare Schedule of Values from submitted and accepted Construction Price Proposal.
  - 1. Schedule of Values shall be a listing of all Work, listed in numerical order, showing that the sum total of all items equals the Construction Price.
  - 2. Schedule of Values shall include allowances in accordance with the following:
    - a. The initial Schedule of Values will identify on separate lines each allowance item and allowance value defined in the Construction Price.
    - b. As allowance items are authorized for use, a new sub line item to the authorized allowance item will be added with the allowance value equal to the amount authorized.
    - c. At no time will the sum of the allowance value sub line-item budgets exceed the initial allowance value unless revised by a Change Order.
  - 3. Schedule of Values shall include line item for Specified General Conditions.
  - 4. Schedule of Values shall include line item for premiums for bonds and insurance.
  - 5. Round amounts to nearest whole dollar.
  - 6. Provide separate line items in the Schedule of Values for construction quality testing.
  - 7. In accordance with the established rules of credit, provide separate line items in the Schedule of Values for lump sum items such as initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

#### **1.04 APPLICATION FOR PAYMENT**

- A. Payment Application Times: Contractor shall submit to Owner applications for payment in accordance with Article 8 of the Agreement. Monthly application for payment period shall begin on the first day of each month and end on the last day of each month. Submit payment application to Owner's Representative no later than the 20th day of each month for work completed the previous month. Owner's Representative will finalize and submit recommendation for payment application to Owner by the 30th day of each month to allow time for processing and approval.



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- B. Payment Application Forms: The application for payment shall be on form mutually agreed upon by Owner and Contractor and shall be completed and submitted in accordance with the Agreement.
- C. Application Preparation: Complete every entry on each payment application form. Notarize and execute the payment application by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action or payment.
1. Base payment application on the direct breakdown of costs for each cost category in the Construction Price and in accordance with the Agreement. Identify each item in the Schedule of Values, the value of each item, and the actual physical percent complete for each item for both the payment period and Project to date. Schedule of Values items shall include the minimum cost categories:
    - a. Construction Cost of Work Items corresponding to each schedule activity including:
    - b. Specified General Conditions.
    - c. Negotiated Support Services items corresponding to each schedule activity and as identified in the Owner approved Phase II Construction Price Proposal.
    - d. Contractor's Fee.
    - e. Allowances.
    - f. Contingencies.
  2. Include amounts of Change Orders and Owner Change Directives executed before last day covered by the payment application.
  3. For stored materials:
    - a. Contractor shall be paid the invoice amount for materials (including preparation, installation, transport to the site, etc.) when incurred.
    - b. Materials can be properly stored onsite in a location approved by Owner or offsite in an appropriate bonded and insured warehouse as approved by Owner and in accordance with storage specifications and manufacturer's instructions and recommendations.
    - c. Include a completed Stored Materials and Equipment Form with payment application. The Stored Materials and Equipment Form is provided as a supplement to this Section.
    - d. Contractor shall provide security and proper storage of materials and equipment including adequate insurance against loss or damage in accordance with the Agreement. This shall include notification of location of stored material, submittal of manufacturer's instructions for storage (if provided), and photographs of stored materials indicating the proper protection and showing the amount of materials stored at that particular location. All documentation associated with stored materials on or offsite shall be maintained electronically at location accessible to the Owner.
    - e. Contractor shall provide appropriate stored material and equipment, lubrication, maintenance, electrification, storage area temperature and moisture control and warranties.
    - f. Owner must be allowed access to visually inspect stored equipment and materials at any time upon its request. Payment for stored materials shall not become due, unless Owner's Representative has been provided access to inspect those stored materials.

4. All invoiced Work shall be documented to Owner's satisfaction and include the following:
  - a. Documentation as required by Owner's financing such as, but not necessarily or limited to, prevailing wage certifications and American Iron and Steel certificates. *<These stipulations will be described further as funding sources are approved and requirements are identified.>*
- D. Provide copy of updated progress schedule matching the progress reported in the Schedule of Values and associated schedule narrative with the Monthly Project Status Report that accompanies each payment application as required by Section 01\_32\_00 - Project Management and Progress Reporting. Approval of the updated progress schedule shall be a prerequisite for invoice payment.
- E. Maintain an updated set of design documents to be used as Project Record Documents in accordance with Section 01\_70\_00 – Execution Requirements. As a prerequisite and condition for monthly progress payments, exhibit, or make available, the updated Project Record Documents for review by Owner. If the Project Record Documents have not been maintained and updated, Owner will inform the Contractor, and Contractor shall perform updates to avoid any withholding to monthly progress payment.
- F. The payment application shall include the following documents in accordance with the Agreement:
  1. Conditional lien waivers and similar attachments from Subcontractors and Suppliers, as required.
  2. Monthly Project Status Report submitted as defined above.
  3. Affidavits attesting to offsite stored products and insurance coverage for offsite stored products. All stored materials must clearly be labeled "Property of Kitsap County."
  4. Negotiated Support Services Expenses: Copies of invoices, receipts, truck tickets, timesheets, etc. related to each Negotiated Support Services expense identified in Attachment 26 of the Phase II Construction Price Amendment.
- G. Submit signed payment application in accordance with the Agreement.
- H. Owner has the right to review all construction services, performed at the Worksite or elsewhere, to determine whether the quantity and quality of labor, services, equipment, and materials are as required by the Agreement, and as represented in the payment application.

#### **1.05 FINAL APPLICATION FOR PAYMENT**

- A. Upon meeting requirements set forth by Section 01\_77\_00 – Closeout Procedures and the Agreement, Contractor shall submit the final payment application in accordance with Paragraph 8.9 of the General Conditions.

#### **1.06 CHANGE MANAGEMENT AND REQUESTS FOR INFORMATION**

- A. Change procedures shall be in accordance with Article 7 of the General Conditions.

- B. Owner may submit notice of a proposed Owner change to Contractor in the form of a Request for Change Order Proposal that may form the basis of negotiation for an Owner Change Directive or Change Order as described in Article 7 of the General Conditions. Contractor shall maintain a log of Owner's Requests for Change Order Proposals that includes the following fields:
  - 1. Request for Change Order Proposal number.
  - 2. Date of issuance as indicated on Request for Change Order Proposal.
  - 3. Brief description of Owner's request.
  - 4. Date response was provided to Owner.
  - 5. Amount of proposed change.
  - 6. When approved, resulting Change Order number or Owner Change Directive number.
- C. Contractor shall also maintain a Change Order Log which identifies Contractor's contingency uses as well as status of approved and remaining allowances.
- D. Requests for information (RFIs)
  - 1. Contractor may issue RFIs to request information from Design Engineer. Contractor shall manage RFI exchange and processing within the web-based document management system (see Section 01\_32\_20 – Web-Based Construction Documents Management System). Number RFIs consecutively and add a consecutive letter to RFI number on modified submittals of the same item (i.e., RFI-4A).
  - 2. Contractor shall maintain an RFI log on the document management system and assign numbers for all RFIs. Logs shall be available to Owner to review at any time and include the following fields:
    - a. RFI Number.
    - b. Issue date.
    - c. Description of issue and response.
    - d. Response date.

### **1.07 ALLOWANCE ITEMS**

- A. Unless agreed upon by Owner, a minimum of 28 days prior to performing Work on any particular allowance item, Contractor shall provide Owner with an itemized estimate of anticipated costs of the Work for such allowance item. Owner will validate estimated costs and the allowance value prior to providing Contractor authorization to proceed with any allowance item.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION**

### **3.01 SUPPLEMENTS**

- A. The supplements listed below, following "End of Section," are a part of this Section.
  - 1. Stored Materials and Equipment Form.

Draft Attachment 1 Scope of the Work  
Phase II Construction Price Amendment  
CKTP Solids and Liquids Hauled Waste Upgrades

END OF SECTION

DRAFT

**SECTION 01\_29\_00 – SUPPLEMENT 1**  
**STORED MATERIALS AND EQUIPMENT FORM**

DRAFT

## STORED MATERIALS AND EQUIPMENT

Project Title \_\_\_\_\_

Payment Application No. \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Period From: \_\_\_\_\_ to \_\_\_\_\_

ITEM NO.	ITEM CODE	MATERIAL DESCRIPTION (may be referenced and attached)	VENDOR	INVENTORY NUMBER	TOTAL MATERIAL VALUE
		<b>TOTALS</b>	--	--	\$

I certify that the above-listed materials and equipment have been delivered and properly stored as indicated, that Contractor has submitted invoices and other documentation required by Owner, and that it is appropriate to include the above-listed materials and equipment on the payment application indicated above.

\_\_\_\_\_  
Contractor

## SECTION 01\_32\_00

### PROJECT MANAGEMENT AND PROGRESS REPORTING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section includes preparation, submittal, and maintenance of Schedule and reports.
- B. This Section also includes administrative provisions for coordinating design and construction operations on the Project including the following:
  - 1. Reports.
  - 2. Other administrative requirements including photograph and video documentation.
  - 3. Project meetings.
- C. Notwithstanding the definition in the Agreement, the term "Schedule" as used in this Section means the most current version of the Schedule of the Work, the Baseline Schedule, and the latest Owner-approved progress schedule.
- D. Contractor shall schedule and coordinate the Work of Subcontractors and other persons performing or furnishing any of the Work. This includes coordinating site visits of all manufacturers and Subcontractors and coordinating interfaces and field coordination with Others necessary to effectively install and startup unit processes.

##### 1.02 DEFINITIONS

- A. Activity:
  - 1. A discrete part of the Project that can be identified for planning, scheduling, monitoring, and controlling the construction Work. Activities included in a Schedule consume time and resources.
  - 2. Critical activities are activities on the critical path. They must start and finish on the planned start and finish times.
  - 3. Predecessor activity is an activity that must start or complete before a given activity can be started. Use of negative lag shall be minimized.
  - 4. Successor activity is an activity that can not start until the predecessor activity allows it. Use of negative lag shall be minimized.
- B. Critical Path Method (CPM): A schedule network analysis technique used to determine the amount of scheduling flexibility (the amount of total float) on various logical network paths in the Schedule network, and to determine the minimum total duration of an activity. Start and finish dates are calculated by means of a forward pass, using a specified start date. Late start and finish dates are calculated by means of a backward pass, starting from a specified completion date, which sometimes is the activity's early finish date determined during the forward pass.

- C. Critical Path: The sequence of schedule activities that has zero total float. Usually, it is the longest path through the activity. However, a critical path can end, as an example, on a schedule milestone that is in the middle of the schedule model and that has a finish-on-or-before imposed date schedule constraint.
- D. Float: The measure of leeway in starting and completing an activity. Float time is not for the exclusive use or benefit of either Party, but is a jointly-owned, expiring Project resource available to both Parties as needed to meet schedule milestones. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity. Total float is the measure of leeway in starting or completing an activity without adversely affecting a milestone deadline.
- E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities of greater detail.
- F. Gantt Chart: A graphic display of schedule-related information. In the typical Gantt chart, schedule activities or Work Breakdown Structure (WBS) components are listed down the left side of the chart, dates are shown across the top and activity durations are shown as date-placed horizontal bars.
- G. Lag: An offset or delay from an activity to its successor. It is based on the calendar of the successor activity.
- H. Milestones: Key events and dates defined by the Agreement such as Substantial Completion.
- I. Near Critical Path Activities: Those activities with 15 Business Days or less of float.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Schedules: General categorization of schedules to be produced, maintained, and submitted routinely to convey construction and payment progress through Project. Schedules include (but are not limited to): Proposed Baseline Schedule (developed during Preconstruction Services Phase), Baseline Schedule, As-Built Schedule, Recovery Schedule and schedule updates.
- L. Schedule of the Work: As defined in the Agreement.
- M. Work Package: A deliverable or Project Work component at the lowest level of each branch of the WBS. The work package includes the schedule activities and schedule milestones required to complete the work package deliverable or Project Work component.

### **1.03 SUBMITTAL REQUIREMENTS**

- A. Contractor shall update the Owner-accepted Proposed Baseline Schedule submitted with its Construction Price Proposal for the actual Notice to Proceed



(NTP) date and any changes agreed to during negotiation of the MACC for execution of the Construction Services Amendment.

1. The Baseline Schedule will be used for construction of the Project and used for monthly updates.
  2. Contractor shall cost and resource-load the schedule.
  3. Baseline Schedule may only be changed by executed Change Order.
- B. Schedule of Values in accordance with Section 01\_29\_00 - Payment Procedures and Change Management.
- C. Updated Submittals List.
- D. Updated Schedules.
- E. Additional Schedule updates.
- F. Revised Schedules and Time Impact Analyses.
- G. As-Built Schedule.
- H. Updated Schedule of Tests and Inspections in accordance with Section 01\_40\_00 – Quality Requirements.
- I. Submit Schedules in the media and number of copies as follows:
1. Provide each submittal in PDF format and in other formats specified in this Section.
  2. Provide hardcopies and other specific formats as requested by Owner.
  3. Three sets of tabular reports listing all activities sorted numerically identifying duration, early start, late start, early finish, late finish, total float, and all predecessor/successor information.
  4. Two sets of CPM Schedule data electronic files in a native backed-up file (.xer).

#### **1.04 SCHEDULER**

- A. Lead Scheduler is Key Personnel as identified in Contractor's Statement of Qualifications and any replacement must be approved by Owner. Unless Owner agrees otherwise, Contractor must demonstrate replacement meets the following minimum qualifications:
1. A minimum of 5 years verifiable experience in preparation of construction schedules for projects of similar value, size, and complexity.
  2. Knowledge of CPM scheduling utilizing Primavera P6 Professional software.
  3. Lead Scheduler shall have the authority to act on behalf of Contractor.
- B. Lead Scheduler shall be dedicated to the Project, or other commitment level agreed to by Owner.
- C. Lead Scheduler shall attend Project meetings called for in this Section with the Schedule as an agenda item. Remote attendance is generally acceptable provided

Owner may request the Lead Scheduler attend specific meetings in-person rather than remotely.

#### **1.05 SCHEDULING FORMAT**

- A. Schedule format: Utilize CPM format.
- B. Format shall be as agreed upon in Preconstruction Scheduling Meeting (held during Preconstruction Services phase) or otherwise agreed upon by Owner and Contractor.
- C. Schedule filenames shall comply with established Project file naming convention.

#### **1.06 SCHEDULE PREPARATION**

- A. Prepare schedules utilizing Oracle Primavera P6 Project Management, most current version, unless indicated otherwise.
- B. Contractor's preparation and submittal of Schedule represents Contractor's intention to execute the Work within specified time and constraints. All costs associated with Schedule requirements are included in the Specified General Conditions.
- C. Activity durations in the Schedule shall be in terms of Business Days unless otherwise agreed to by Owner. Reference schedule to Business Days with beginning of NTP.
- D. With the exception of management and administrative activities, concrete curing, Submittal review, and equipment fabrication and deliveries, each construction activity's original duration shall not exceed 15 Business Days unless otherwise approved by Owner. Activities longer than 15 Business Days shall be subdivided by location, station, or other sub-element of the Work.
- E. Failure to include an activity required for execution of the Work does not excuse Contractor from completing the Work and portions thereof within specified times and at price specified in Contract Documents.
  - 1. Contract Documents requirements are not waived by failure of Contractor to include required Schedule constraints, sequences, or milestones in Schedule.
  - 2. Contract Documents requirements are not waived by Owner's acceptance of the Schedule. In event of conflict between accepted Schedule and Contract Document requirements, terms of Contract Documents govern at all times, unless requirements are waived in writing by Owner.
- F. Imposed dates and hidden logic are prohibited.
- G. Owner Change milestone dates, operational constraints:
  - 1. In event the Contract Documents provide for Owner Change milestone dates and/or operational constraints, show them on Schedule.
  - 2. Do not use "zero total float" constraint or "mandatory finish date" on such Contract Documents requirements.

- H. Project float is for the mutual benefit of both Owner and Contractor.
1. Changes to the Project that can be accomplished within this available period of float may be made by Owner without extending any milestones, by utilizing float.
  2. Time extensions will not be granted nor delay damages owed unless there is no available float and Work extends beyond the Completion dates.
  3. Likewise, Contractor may utilize float to offset delays other than delays caused by Owner.
  4. Mutual use of float can continue until all available float shown by Schedule has been utilized by either Owner or Contractor, or both. Non-sequestering of float: Pursuant to float sharing requirements of this Section, Owner may reject Schedule Submittals for use of float suppression techniques such as preferential sequencing or logic, special lead or lag logic restraints, extended activity durations or artificially imposed dates.
- I. Resource loading and leveling:
1. Input labor data on each Schedule activity.
  2. Manpower data consists of the man-hours estimated to perform each task, categorized by trade.
  3. Provide leveled manpower requirements.
    - a. Availability of the resources drive activity duration.
- J. Cost loading:
1. Schedule activities shall be cost-loaded at the work activity level equal to the Schedule of Values.
  2. The sum total of all cost loaded activities shall equal the MACC, including Owner-approved Change Orders. This shall be equivalent to and directly related to the total of the Schedule of Values for the Project.
- K. Schedule logic:
1. Assemble Schedule to show order in which Contractor proposes to carry out Work and indicate restrictions of access, availability of Work areas, and availability and use of manpower, materials, and equipment.
  2. Provide basis for assembly of Schedule logic on the following criteria:
    - a. Which activities must be completed before subsequent activities can be started?
    - b. Which activities can be performed concurrently?
    - c. Which activities must be started immediately following completed activities?
    - d. What major facility, equipment, or manpower restrictions are required for sequencing these activities?
- L. Update the Schedule with the information provided by Owner for anticipated delivery dates of Owner-furnished equipment or materials to be installed by Contractor.
- M. Startup and Commissioning Schedule:
1. Commissioning activities and milestones (as specified in Section 01\_75\_00 – Checkout and Start-Up Procedures) shall be an integral part of the overall Schedule.

2. Commissioning activities and milestones shall be extracted from the main Schedule to provide a separate commissioning progress schedule that is updated and submitted each time the Schedule is submitted. Activities for which Owner and Others are responsible shall be clearly identified in the Schedule.
- N. When Change Orders are approved by Owner, Contractor shall adjust the Schedule to account for any changed activities. This adjustment shall include the costs, at the process area level of the WBS, associated with the Change Order activities.

#### **1.07 NETWORK DETAILS AND GRAPHICAL OUTPUT**

- A. Produce a clear, legible, and accurate calendar based, time scaled, and graphical network diagram.
  1. Group activities related to the same physical areas of the Work. Produce the network diagram based upon the early start of all activities.
  2. The preferred timescale will be sized to show entire activity bars. The tabular portion shall be grouped by WBS and include (in order) the following columns: activity ID, activity description, original duration, remaining duration, start date, finish date, total float, baseline original duration, baseline start date, baseline finish date, start variance, and finish variance. Parties work together to determine appropriate format/timescale.
- B. Include for each activity, the description, activity number, estimated duration in Business Days, total float, and all activity relationship lines.
- C. Illustrate order and interdependence of activities and sequence in which Work is planned to be accomplished.
  1. Incorporate the basic concept of the precedence diagram network method to show how the start of one activity is dependent upon the start or completion of preceding activities and its completion restricts the start of following activities.
- D. Indicate the critical path for the Project. Provide report of "Near Critical Path" activities for the Project, when required by Owner.
- E. Delineate the specified duration and identify the planned completion of the Work as a milestone.
  1. Show the time period between the planned Date of Completion and Completion Deadline as float.
- F. Identify known planned system shutdown dates, temporary bypass periods, temporary operation period(s), system tie-in dates, and specified Owner Change completion or milestone dates.
- G. Include, in addition to construction activities:
  1. Submission dates and review periods for major equipment submittals, shoring submittals, and indicator pile program:
    - a. Shoring reviews: Allow 4-week review period for each shoring submittal.
    - b. Pile indicator program: Allow 3-week review period for analysis of program.

2. Any activity by the Owner, or Others, that may affect progress or required completion dates.
  3. Equipment and long-lead material deliveries over eight weeks.
  4. Approvals required by regulatory agencies or other third parties.
- H. Produce network diagram on 22 x 34-inch sheets of approved Baseline Schedule to be posted somewhere within conference area of Contractor's onsite office/trailer (see Section 01\_50\_00 Temporary Facilities and Controls).

#### **1.08 SUMMARY SCHEDULE**

- A. Due date: At weekly progress meetings and after each Schedule Update or Schedule Revision.
- B. Format:
1. Consolidate groups of activities associated with major items of work shown on Baseline Schedule.
  2. intended to give an overall indication of the Schedule without a large amount of detail.

#### **1.09 CASH FLOW PROJECTIONS**

- A. After the Baseline Schedule has been submitted and accepted by Owner, furnish a tabular and graphic report showing estimated progress payments for each month of the Project.
- B. Format:
1. Tabular and graphic report showing:
    - a. Amount of anticipated payment requests from the Contractor for each remaining month of the Project.
    - b. Actual invoiced amounts.
  2. Supporting tabulation on the summation of the cost-loaded activities each month.
  3. The total of all anticipated progress payments shall equal the current Construction Price.
- C. Include monthly updates to the tabular and graphic report showing estimated progress payments for each month of the Project.
- D. Reproject cash flow upon any Owner approved schedule change.

#### **1.10 THREE-WEEK LOOK-AHEAD SCHEDULE**

- A. Submit to Owner weekly, a three-week look-ahead schedule showing the activities completed during the previous week and Contractor's schedule of activities, including upcoming MOPOs and upcoming quality control activities, for the following three weeks (Three-Week Look-Ahead Schedule).
- B. Contractor shall indicate which, if any, activities have changed dates and/or durations from the previous Three-Week Look-Ahead Schedule.

- C. Use the logic and conform to the status of the current accepted Schedule update when producing the weekly schedule.
- D. Contractor and Owner must agree on the format of the Three-Week Look-Ahead Schedule. The Three-Week Look-Ahead Schedule shall be discussed at each Project progress meeting in planning for upcoming Work.

**1.11 ADJUSTMENT OF CONTRACT TIME OR PRICE**

- A. Contract Time will be adjusted only for causes specified in Contract Documents per Paragraph 5.5 of the General Conditions.
  - 1. Non-excusable delay:
    - a. Non-excusable delays include actions or inactions of the Contractor, or events for which the Contractor has assumed contractual responsibility (including actions or inactions of subcontractors, suppliers, or material manufacturers at any tier) that would independently delay the completion of the Work beyond the current Contract completion date.
    - b. No time extensions will be granted for non-excusable delays.
  - 2. Excusable delay:
    - a. Defined in Paragraph 5.4 of the General Conditions.
    - b. The Contractor may be entitled to a time extension only.
    - c. No other damages will be approved.
  - 3. Compensable delay:
    - a. Actions or inactions of the Owner, or events for which the Owner has assumed contractual responsibility, which would independently delay the completion of the Work beyond the current Contract completion date.
    - b. The Contractor may be entitled to a time extension and delay damages.
  - 4. Concurrent delay:
    - a. Concurrent delay is any combination of the above three types of delay occurring on the same calendar date.
    - b. Exception to concurrent delay:
      - 1) Cases where the combination consists of two or more instances of the same type of delay occurring on the same calendar date.
      - 2) When one cause of delay is Owner-caused or caused by an event which is beyond the control and without the fault or negligence of either the Owner or the Contractor and the other Contractor-caused, the Contractor may be entitled only to a time extension and no delay damages.

<b>CONTRACTOR'S ELIGIBILITY FOR TIME AND/OR EXTENDED OVERHEAD</b>				
<b>DELAY TYPE</b>	<b>NONCONCURRENT DELAY</b>	<b>DELAY CONCURRENT WITH</b>		
Non-excusable	X	X	T	T
Compensable	TEO	T	TEO	T
Non-compensable	T	T	T	T
<b>ELIGIBILITY</b>				
X: No Time and No Extended Overhead		T: Time	EO: Extended Overhead	

Draft Attachment 1 Scope of the Work  
Phase II Construction Price Amendment  
CKTP Solids and Liquids Hauled Waste Upgrades

- B. If the Contractor believes that the Owner has impacted its work, such that the Project completion date will be delayed, the Contractor must submit proof demonstrating the delay to the critical path, in the form of a Time Impact Analysis, unless otherwise mutually agreed upon by Owner. The Time Impact Analysis may entitle Contractor to an adjustment of the Schedule to the extent permitted under the Agreement.
- C. Time Impact Analysis:
1. Use the accepted Schedule update that is current relative to the time frame of the delay event. Represent the delay event in the Schedule by:
    - a. Inserting new activities associated with the delay event into the Schedule.
    - b. Revising activity logic.
    - c. Revising activity durations.
  2. If the Schedule's critical path and Completion Date are impacted as a result of adding this delay event to the schedule, a time extension equal to the magnitude of the impact may be warranted to the extent permitted under the Agreement.
  3. The Time Impact Analysis submittal must include the following information:
    - a. A fragment of the portion of the schedule affected by the delay event.
    - b. A narrative explanation of the delay issue and how it impacted the Schedule.
    - c. The electronic Schedule file used to perform the analysis.
  4. No changes shall be made to the active Schedule. The Time Impact Analysis should be developed using a copy of the Schedule.
- D. Contractor must indicate clearly that it has used, in full, all float available for the Work involved in the request, including any float that may exist between (i) the Contractor's planned completion date or planned date to achieve another milestone and (ii) the Contract completion date or other milestone date, respectively.
1. Utilize the latest version of the Schedule update accepted at the time of the alleged delay, and all other relevant information, to determine the adjustment of the Contract Time or milestone.
- E. A time extension will be granted only granted only when the Project float has been fully utilized and only when the revised date of completion of the Work has been pushed beyond the Contract completion date or other milestone date.
1. Adjustment of the Contract Times will be made only for the number of days that the planned completion of the work has been extended.
- F. Actual delays in activities which do not affect the critical path Work or which do not move the Contractor's planned completion date beyond the Contract completion date will not be the basis for an adjustment to the Contract Time.
- G. If completion of the Project occurs within the specified Contract Time, the Contractor is not entitled to job-site or home office overhead beyond the Contractor's originally planned occupancy of the site.
- H. Notify Owner of a request for Contract Time adjustment.
1. Submit request as specified in the Contract Documents.

2. In cases where the Contractor does not submit a request for Contract Time adjustment for a specific change order, delay, or Contractor request within the specified period of time, then it is mutually agreed that the particular change order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.
- I. The Owner will, within 30 days after receipt of a Contract Time adjustment, request any supporting evidence, review the facts, and advise the Contractor in writing.
    1. Include the new Schedule data, if accepted by the Owner, in the next monthly Schedule update.
    2. When the Owner has not yet made a final determination as to the adjustment of the Contract Time, and the parties are unable to agree as to the amount of the adjustment to be reflected in the Schedule, reflect that amount of time adjustment in the Schedule as the Owner may accept as appropriate for such Change purpose.
    3. It is understood and agreed that any such Change acceptance by the Owner shall not be binding and shall be made only for the purpose of continuing to schedule the Work, until such time as a final determination as to any adjustment of the Contract Time acceptable to the Owner has been made.
    4. Revise the Schedule prepared thereafter in accordance with the final decision.

#### **1.12 STARTUP AND COMMISSIONING SCHEDULE**

- A. Contractor shall develop Startup and Commissioning Schedule in accordance with Section 01\_75\_00 – Checkout and Start-Up Procedures.
- B. Baseline Schedule shall include Startup and Commissioning Schedule after Owner acceptance of the proposed Startup and Commissioning Schedule.
  1. Capable of extracting a stand-alone Startup and Commissioning Schedule.
  2. Capable of extracting a stand-alone Owner Training Schedule.
    - a. Include training schedule of Owner training sessions and scheduled dates. Contractor shall indicate whether trainings are tentative or firmly scheduled and include updated list with monthly updates. Trainings shall be scheduled in accordance to Section 01\_79\_23 – Instruction of Operation and Maintenance Personnel.
- C. Startup and Commissioning Schedule monthly update requirements:
  1. Provide updates of schedule with narrative monthly upon commencement of first Startup Activity on schedule.
  2. Divide commissioning activities by unit process and asset. Indicate expected date when beneficial use will occur.
  3. Highlight percentages of completion, actual start and finish dates, and remaining durations, as applicable.
  4. Include activities not previously included in the previously accepted Startup and Commissioning Schedule.
  5. Change Order required for any change to contractual dates.
  6. Reviews of these submittals by Owner will not be construed to constitute acceptance within the time frames, durations, or sequence of work for each added activity.



### 1.13 FINAL SCHEDULE SUBMITTAL

- A. The final Schedule update shall be the As-Built Schedule.
1. The As-Built Schedule shall reflect the exact manner in which the Project was constructed by reflecting actual start and completion dates for all activities accomplished on the Project.
  2. Contractor's Project Manager and Lead Scheduler shall sign and certify the As-Built Schedule as being an accurate record of the way the Project was actually constructed.
  3. Submit the As-Built Schedule no later than seven days before the scheduled Completion Date.

### 1.14 PROGRESS REPORTS

- A. Daily Field Observation Reports: Using template approved by Owner, prepare and upload to construction document management system a daily field observation report to indicate Work observed. Daily Field Observations Reports shall be uploaded as individual files on a daily basis. Reports shall include, at a minimum, the following information:
1. Number and role of personnel on site, including Subcontractors and visitors.
  2. Equipment onsite.
  3. Weather conditions.
  4. Photographs of Work observed.
  5. Description of Work inspected.
  6. Quality characteristics of compliant Work.
  7. Identification of Defects.
  8. Corrective action taken on current and previous Defects.
  9. Material Location Reports: Maintain comprehensive list of materials delivered to and stored at Worksite, and store such list at electronic location accessible to the Owner. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from site.
- B. Monthly Project Status Report: Contractor shall produce and submit a monthly Project status report summarizing progress on the Project. The status report shall be submitted with Contractor's monthly invoice to Owner for review and approval. In addition, the status report shall be reviewed during executive level monthly meetings (see Paragraph 3.1 Meetings). The structure of each status report shall include the following core topics and shall be amended as required by Owner to suit the evolution of the Project.
1. Format:
    - a. Section 1. Activities Conducted During Reporting Period
    - b. Section 2. Planned Activities for the Next Reporting Period
    - c. Section 3. Areas Requiring Action or Resolution
      - 3) Summary
      - 4) Summary of Owner Change Directives and pending change orders
      - 5) Contingency status
    - d. Updated Schedule progressed through the reporting period, in accordance with Paragraph 3.2 Schedule Updates.

- e. Status of procurement and delivery of equipment and material on the critical path.
- f. Project safety statistics
  - 6) TRIR -Total Recordable Incident Rate
  - 7) LTIR-Lost Time Incident Rate
  - 8) NMIR - Near Miss Incident Rate
  - 9) Cumulative Project Manhours
- 2. Contractor shall include the following attachments:
  - a. Updated Change Order Log. The Change Order Log should identify contingency uses and status of approved and remaining allowances.
  - b. Updated Submittals List.
  - c. Updated RFI Log.
  - d. Photographs, including a few key photographs representing work completed during the reporting period.
- 3. Each status report shall be submitted to Owner for review in PDF in a layout as agreed upon by Owner and Contractor.

### **1.15 OTHER ADMINISTRATIVE REQUIREMENTS**

- A. Staff Names: Within 21 days of starting construction operations, submit a list of Contractor supervisory personnel assigned to Project and in attendance at the site. Identify individuals and their duties and responsibilities; list mobile and office telephone numbers. Provide names, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room; construction document management system; in Contractor's temporary field offices; provide to Owner Operations onsite security, and make available at the site during work hours.
  - 2. Contractor shall provide updated list within one week of any changes.
- B. Photographic and video documentation: See paragraph 3.05.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION**

### **3.01 MEETINGS**

- A. Baseline Schedule Meeting:
  - 1. Within 20 days from Notice to Proceed of Construction Phase Amendment, Contractor will conduct the Baseline Meeting at the site or another location convenient to Owner, Design Engineer, and Contractor.
    - a. Attendees: Authorized representatives of Owner, Contractor Key Personnel, Major Subcontractors and Others as appropriate shall attend the meeting.
    - b. Agenda (generally): Discuss the Baseline Schedule, including the following:
      - 1) Schedules and Milestones.

- 2) Process for updating schedule with input from Suppliers and Subcontractors.
  - 3) Format of Three-Week-Look Ahead.
  - 4) Summary of critical path.
  - 5) Summary of major events and milestones requiring coordination that impact critical path.
2. Contractor will record minutes and distribute electronic copies within five days after meeting to participants.
- B. Preconstruction Conference:
1. Contractor will schedule the Preconstruction Conference to occur before the start of general construction and hold the conference at the site or another location convenient to Owner, Design Engineer, and Contractor.
    - a. Attendees: Authorized representatives of Owner, Contractor Key Personnel, Major Subcontractors and Others as appropriate shall attend the conference.
    - b. Agenda (generally): Discuss items of significance that could affect progress, including the following:
      - 1) Owner, and Contractor's team member contacts, roles, responsibilities, and communication requirements.
      - 2) Schedules and Milestones.
      - 3) Contractor work zone and office trailer locations.
      - 4) Procedures: Includes change management, document controls, payments, schedule management, Submittals management, and RFIs.
      - 5) Project Record Document Requirements.
      - 6) Lock-out/tag-out procedures and requirements.
      - 7) Use of the site.
      - 8) Responsibility for temporary facilities and controls
      - 9) Standard vehicle traffic onsite.
      - 10) Parking availability.
      - 11) Equipment deliveries and priorities.
      - 12) MOPOs.
      - 13) Site safety requirements (safety vests, OSHA), and first aid.
      - 14) Plant/Site security/access procedures.
      - 15) Progress cleaning.
      - 16) Meetings.
      - 17) Work hours.
      - 18) Quality control.
  2. Contractor will record minutes and distribute electronic copies within five days after meeting to participants.
- C. Monthly Executive Meetings:
1. Contractor will schedule and administer formal executive meetings throughout progress of the Work at maximum monthly intervals (or other interval agreed to by Owner and Contractor) with the first meeting scheduled approximately 30 days after the Preconstruction Conference. Executive meetings will be held to resolve any outstanding issues and to provide Owner with an opportunity to discuss with executive staff any concerns they see with the Project and reporting.

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2. Contractor will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
  3. Attendance Required: Owner, Contractor's Project Manager, and Contractor's Contractor (if different than the Project Manager).
  4. Agenda shall be open to facilitate the exchange of pertinent information and discussion. Agenda shall also include discussion of the most recently submitted payment application as well as the required attachments.
- D. Weekly Construction Progress Meetings:
1. Upon start of construction, Contractor will schedule and administer meetings throughout progress of the Work at maximum weekly intervals.
  2. Contractor will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
  3. Attendees: Owner, Contractor's Project Manager, Contractor's Contractor (if different than the Project Manager), Superintendent, Safety Manager, Quality Manager, Commissioning Manager (as necessary), Major Subcontractors and others as appropriate to agenda topics for each meeting.
  4. Agenda (generally):
    - a. Review of Work progress.
    - b. Field observations, problems, and decisions.
    - c. Identification of problems delaying planned progress, hazards and risks.
    - d. Site safety.
    - e. Review of critical submittals.
    - f. Review of critical RFIs, change documents, issues and action items.
    - g. Review of upcoming MOPOs within three-week window.
    - h. Review of offsite fabrication and delivery schedules.
    - i. Maintenance of Schedule.
    - j. Corrective measures to regain projected schedules.
    - k. Review Three-Week Look-Ahead Schedule and planned progress during succeeding work period.
    - l. Schedule update, if required.
    - m. Coordination of projected progress.
    - n. Maintenance of quality and work standards. Quality control testing status and upcoming activities.
    - o. Effect of proposed changes on Schedule and coordination.
    - p. Other business relating to Work.
  5. Contractor will record minutes and distribute electronic copies within five days after meeting to participants.
- E. Bi-monthly "All Hands" Safety Meetings:
1. Upon start of construction, Contractor will schedule and administer meetings throughout progress of the Work at maximum two-month intervals.
  2. Contractor's Safety Officer will make arrangements for meetings and preside at meetings.
  3. Attendees: Owner, Contractor's Personnel including Subcontractors and Suppliers, all field personnel, and others as appropriate.
  4. Agenda (generally):
    - a. Review Project safety statistics and results from site safety walks.
    - b. Identify and address recurring safety concerns.
    - c. Summarize safety resources available to all Project team members.

- d. Other matters Contractor considers relevant for Safety Meeting.
- F. Safety Debrief Meetings:
1. Immediately upon any incident identified as a safety issue, Owner and Contractor shall meet to discuss.
  2. Agenda:
    - a. Describe incident – occurrence and impacts.
    - b. Review conditions that led up to incident occurring.
    - c. Determine measures to implement to prevent a future similar incident.
  3. Contractor may supplement or replace such meetings based on Owner-approval of Contractor's Construction Safety and Health Plan.
- G. MOPO Coordination Meetings:
1. Contractor shall schedule and coordinate with Owner prior to implementation of approved MOPO.
  2. Agenda:
    - a. Review approved MOPO.
    - b. Review safety requirements and preparations.
    - c. Review contingency plans.
    - d. Confirm resource availability for execution of MOPO.
  3. Contractor may request and coordinate additional meetings with Owner as necessary to facilitate completion and approval of draft MOPOs.
- H. Pre-Installation Meetings:
1. Contractor will convene pre-installation meetings at site before commencing applicable Work:
    - a. *[THIS SECTION TO BE DEVELOPED COLLABORATIVELY WITH OWNER AND CONTRACTOR DURING PRECONSTRUCTION SERVICES PHASE PRIOR TO CONSTRUCTION PRICE PROPOSAL.]*
  2. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation. Advise Owner of scheduled meeting dates seven days prior to the meeting.
  3. Do not proceed with installation if the issues raised during the conference are not successfully agreed on by Parties. Take timely actions that are necessary to resolve impediments to those issues and reconvene the conference at earliest feasible date.
- I. Expedited Submittal Review Meetings: To expedite the Submittal process and accelerate the delivery schedule for equipment with long delivery lead times, expedited Submittal review meetings may be held for equipment identified by the Contractor in the Submittals List. Contractor shall coordinate the meetings with Owner and Design Engineer as needed.
- J. Quality Control Meeting: Contractor shall meet with Owner in to discuss its Quality Management Plan, implementation of its Quality Assurance/Quality Control Program, and any necessary QA/QC-related issues as required by Section 01\_40\_00 Quality Requirements.
- K. Commissioning Meetings: Contractor shall meet with Owner and Design Engineer in accordance with Contractor's approved Commissioning Plan as described in

Section 01\_75\_00 – Checkout and Start-Up Procedures. Contractor shall prepare meeting agenda and minutes.

- L. Demonstration and Training Meetings: Contractor shall meet with Owner in accordance with Contractor's approved Commissioning Plan as described in Section 01\_75\_00 – Checkout and Start-Up Procedures and Section 01\_79\_23 – Instruction of Operation and Maintenance Personnel. Contractor shall prepare meeting agenda and minutes.
- M. Closeout Conference: Contractor shall conduct closeout conference with Owner to address all closeout requirements.

### **3.02 SCHEDULE UPDATES**

- A. Update the schedule prior to monthly payment applications and as required in this Section.
- B. Should Schedule update show completion of the Work earlier than the Completion Deadline, show early completion time as a schedule activity.
- C. Should any Schedule update show completion of the Work later than the Completion Deadline by more than 20 Business Days, prepare and submit a Schedule revision if requested by Owner. Provide a variance analysis in which the cause of the delay is discussed and actions planned to recover the late schedule activities.
- D. Any update:
  - 1. Prepare each update using most recent accepted version of the Schedule, including:
    - a. Actual start dates of activities that have been started.
    - b. Actual finish dates of activities that have been completed.
    - c. Percent complete of activities that have been started but not finished.
    - d. Actual dates on which milestones were achieved.
    - e. Update activities by inputting percent complete figures with actual dates.
    - f. When necessary, input remaining durations for activities whose finish dates cannot be calculated accurately with a percent complete figure only.
    - g. Revisions to the Schedule may be included that have been previously approved by Owner.
- E. Monthly updates:
  - 1. Contractor shall submit the monthly Schedule update to the Owner five days before the monthly Executive Meeting.
  - 2. Contractor shall include with update a schedule narrative report that:
    - a. Clearly define each change made to the schedule from its prior progress update. This includes activity additions, deletions, revisions, logic changes, etc.
    - b. Includes an analysis of any negative variance to any contract deliverable date or milestone date or associated date. The report will describe the

cause of the negative variance and what Contractor is doing to recover any negative variance.

- F. Weekly updates:
1. Update the schedule prior to weekly progress meeting.
    - a. Identify overall progress of each major item of work in the Summary Schedule.
    - b. If there are significant changes to the schedule, submit a written report at the weekly progress meeting.
  2. Should monthly Schedule Update show Project completion earlier than current Contract completion date, show early completion time as schedule activity, identified as "Project Float."
  3. Should monthly Schedule Update show Project completion later than current Contract completion date, prepare and submit a Schedule Revision in accordance with Paragraph 3.3 Revisions to Schedule.
- G. Since monthly Schedule update supports the application for progress payments as specified in Section 01\_29\_00 - Payment Procedures and Change Management, approval of the monthly Schedule update is a condition precedent to Owner paying any progress payments to Contractor. Submit written narrative report in conjunction with each Schedule update to describe:
1. Activities added to or deleted from the Schedule. Identify added activities in manner distinctly different from original activity designations.
  2. Changes in sequence or estimated duration of activities.
  3. "Out of Sequence" analysis as specified above.
  4. Current or anticipated problems and delays affecting progress, impact of these problems or delays and measures taken to mitigate impact.
  5. Assumptions made and activities affected by incorporating Change Order Work into the Schedule.
  6. Critical path.

### **3.03 REVISIONS TO SCHEDULE**

- A. Submit Revised Schedule within five days of occurrence of any of the following:
1. When a monthly Schedule update shows any milestone date later than current milestone deadline.
  2. When delays in Submittals, deliveries, or work stoppages are encountered making necessary the replanning or rescheduling of activities.
  3. When delay in completion of any activity or group of activities indicates an overrun of the Contract Time or milestone dates by 20 Business Days or five percent of the remaining duration, whichever is less.
  4. When the Schedule does not represent the actual progress of activities.
  5. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.
  6. When Contract modification necessitates schedule revision, submit schedule analysis of change order work with cost proposal.
- B. Create a separate submittal for Schedule Revisions.
1. Comply with schedule updates as specified in this Section.
  2. Do not submit with Schedule Updates.

- C. Schedule Revisions may not be reflected in the Schedule until after the Schedule Revision is accepted by the Owner.
  - 1. This includes Schedule Revisions submitted for the purpose of mitigating a Contractor-caused Project delay (Recovery Schedule).

### **3.04 REVIEW AND ACCEPTANCE OF SCHEDULES**

- A. Owner will review Schedule submittals to ascertain compliance with specified Project constraints, compliance with milestone dates, reasonableness of durations and sequence, accurate inter-relationships and completeness.
- B. Written comments on review of Schedule submittals be returned to Contractor within 10 Business Days after receipt by Owner.
- C. Revise and resubmit Schedule submittals in accordance with Owner's comments within five Business Days after receipt of such comments, or request joint meeting to resolve objections.
- D. If Owner requests a meeting, Contractor and all major Subcontractors must participate in the meeting with Owner.
  - 1. Revise and resubmit Schedule within seven days after meeting.
- E. Use accepted Schedule submittal for planning, organizing, and directing the work and for reporting progress.
- F. Owner's submittal review response:
  - 1. When Schedule submittal reflects Owner's and Contractor's agreement of Project approach and sequence, Schedule submittal will be accepted by Owner.
  - 2. Owner's submittal review response for schedule submittal will be "Receipt Acknowledged - Filed for Record" including applicable comments.
  - 3. Acceptance of the Schedule submittal by the Owner is for general conformance with the Contract Documents and for Owner's planning information and does not relieve the Contractor of sole responsibility for planning, coordinating, and executing the Work within the contract completion dates.
    - a. Omissions and errors in the accepted Schedules shall not excuse performance less than that required by the Contract Documents.
    - b. Acceptance by the Owner in no way constitutes an evaluation or validation of the Contractor's plan, sequence or means, methods, and techniques of construction.

### **3.05 PHOTOGRAPHIC AND VIDEO DOCUMENTATION**

- A. Contractor will provide preconstruction video and construction photography to view and record construction throughout the duration of the Project, until Final Completion.
- B. Submit in accordance with Section 01\_29\_00 – Payment Procedures and Change Management and Section 01\_30\_00 – Submittal Procedures.



- C. Photograph and Video Submittals:
1. Preconstruction Photographs: Submit, prior to start of construction, for Owner review and approval photographs of Worksite and haul routes. Construction may not begin in any area until the Preconstruction Photographs have been submitted and approved by Owner.
  2. Preconstruction Video: Submit, prior to start of construction, for Owner review and approval video of Worksite and haul routes. Construction may not begin in any area until the Preconstruction Video(s) have been submitted and approved by Owner.
  3. Construction Progress Photographs: Electronically store Construction Progress Photographs at mutually accessible location.
  4. Post-Construction Photographs: Submit for Owner review and approval.
  5. Photograph and video files shall be electronically stored in mutually accessible location, organized in manner approved by Owner, and stored within one month from date taken.
- D. The photographs and videos are the property of Owner.
- E. Photograph and Video Quality:
1. General: Photographs and video shall be clear and sufficient to show significant detail. They shall not be blurred, taken in shadow, or too distant.
  2. Photographic images shall be captured in digital format, with a minimum of 12-megapixel resolution, using minimal JPG compression.
  3. Each photograph shall include a date / time stamp in the image, showing when the image was created.
  4. All video recordings shall be captured in Hi-Definition digital format.
- F. Digital File Metadata Requirements: Digital files for photographs and videos shall, at a minimum, contain the following metadata:
1. File Name.
  2. Date and Time Taken.
  3. GPS Location.
  4. All other metadata inherently provided by the camera equipment.
- G. Prior to Photographic Documentation:
1. Mark Utilities: During potholing activities, Contractor shall have utilities marked and take photographs of marked utilities.
  2. Coordinate with Owner: For any Work that requires a representative of Owner to be present, Contractor shall provide Owner prior written notice within reasonable amount of time.
- H. Preconstruction Video:
1. Contractor shall prepare a color video recording with audio of all the areas to be affected by construction. All Preconstruction Video recordings shall have sufficient detail to reveal the condition (including defects and damage) of all existing features, such as pavement, driveways, culverts, inlets, sidewalks, landscaping, vegetation, creek banks, trees, structures, foundations, electrical equipment, power lines, railroad, flood protection, existing unit processes, interior of existing water services buildings, buried valves, and other such items in the construction area, and in the immediate adjacent areas, which

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might be affected by the construction operations. In addition, videographer shall move beyond the construction zone as needed to ensure documentation of features and areas that may not be adequately recorded. Preconstruction Videos shall view along the edges of the construction area and with the affected areas.

2. All Preconstruction Video recording shall be done with a representative of Owner present.
  3. Contractor shall document all pre-existing conditions/elements of the site as listed for the Preconstruction Photographs including haul routes.
  4. The video documentation shall provide a clear and continuous view of the Project areas showing all visible utilities and features within the limits of construction.
  5. To preclude the possibility of tampering or editing in any manner, all video recordings shall, by electronic means, generate and display continuously and simultaneously on the screen digital information to include the date and time of recording. The time information shall consist of hours, minutes and seconds, separated by colons (i.e., 10:35:18).
  6. The audio video recording shall consist of one video and one audio track which shall be recorded simultaneously. All tracks shall consist of original live recordings and thus shall not be copies of other audio and video recordings.
  7. Recordings may be broken up by area (such as pipe segment) or building. Filename shall indicate the area recorded.
  8. The audio track shall contain the narrative commentary. Ample descriptive narrative shall be recorded simultaneously during all recordings. Narration shall include clearly audible comments that will deliver, direction of view and rotation, construction zone, and other location information.
  9. Rotations of 360-degrees shall typically be made at the beginning and end of each video segment.
  10. The rate of speed in the general direction of travel of the conveyance used during recording shall be controlled to provide a usable image. On average, the rate of forward travel during videotaping shall be no faster than walking speed. Contractor shall not utilize motorized equipment to move during the video recording.
  11. Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that playback will produce clarity of the object viewed.
  12. Video shall zoom in and out frequently to give details of existing equipment and structures and their relative locations.
  13. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, unless otherwise authorized by Owner.
- I. Preconstruction Photographs:
1. The principal reason for obtaining photographs is to clearly document existing conditions at facilities before Contractor begins its activities.
  2. Preconstruction Photographs shall be taken at sufficient intervals to be able to carefully document the preconstruction conditions of the Work inside and outside. Preconstruction photograph locations shall be as agreed by Owner.
  3. Overlapping composition techniques shall be employed to ensure maximum photographic coverage as well as panoramic photography technique to see a full structure or area.

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4. Preconstruction Photographs shall be taken after the utility locations have been marked.
  5. Preconstruction Photographs shall be taken with a representative of Owner present.
  6. All Preconstruction Photographs shall have sufficient detail to reveal the condition (including defects and damage) of all existing features, such as pavement, driveways, culverts, inlets, sidewalks, landscaping, vegetation, creek banks, trees, structures, foundations, electrical equipment, power lines, railroad, flood protection, existing unit processes, equipment, building columns, roofing systems, facades, electrical equipment, interior of existing buildings, buried valves, and other such items along the construction route, and in the immediate adjacent areas, which might be affected by the construction operations.
  7. At a minimum and as applicable, Preconstruction Photographs shall be taken of the following views:
    - a. As much of the construction zone as possible including staging areas.
    - b. Along all roadways– all pre-existing curb damage not called for replacement within the Work and shall include major cracks.
    - c. All driveways, steps, and curbs, architectural features, and curb ramps (both sides of road).
    - d. Fence and gate conditions.
    - e. Other privately or publicly owned features or facilities that might be disturbed by the construction.
    - f. All in-service assets and out-of-service assets to be removed.
    - g. Views of the areas around the construction area with an emphasis on nearby property.
    - h. Views of structures and buildings, both inside and adjacent to the site and ROW/easements in areas where Contractor will be working within five feet of any structure.
    - i. Prominent utility features, such as: guy wires, poles, signs, valves, fire hydrants, meters, high voltage lines, pull boxes, etc.
    - j. Streams and stream banks within the limits of construction.
    - k. At the discretion of Contractor, photograph offsite roadways that will be subjected to heavy usage such as for delivery of heavy components or equipment. Other significant or prominent features to protect Contractor following construction (e.g., close-up photographs of pre-existing broken curbs, cracked/failed pavement, damaged adjacent retaining walls, etc.).
    - l. Existing facilities and equipment including building envelopes, roofs, power equipment, HVAC equipment, pumps, exposed piping and valves, buried valves, security equipment, gates, handrails, grating, lighting, major unit processes, control equipment, and other equipment or assets that will remain in service during construction.
    - m. Other views as requested by Owner.
- J. Construction Progress Photographs:
1. Provide Construction Progress Photographs to depict the progress of the Work. The Contractor shall be responsible for photographs of the Worksite to show the existing and general progress of the Work.
  2. Construction Project Photographs shall include the following:
    - a. Work not yet covered up.

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- b. Any excavation just prior to any backfilling.
  - c. Any core drilling through an existing structure.
  - d. Any unit process after construction activity prior to filling with wastewater or sludge, as applicable.
  - e. When mechanical, electrical, plumbing or building inspections are scheduled.
  - f. The beginning of installation of major items of equipment.
  - g. After installation of major items of equipment.
  - h. After the installation of any electrical equipment when unpowered but closed when energized.
  - i. Other significant construction activities.
  - j. As directed by Owner.
- K. Post-Construction Photographs:
- 1. Provide Post-Construction Photographs of the Project area that document the final restoration and construction improvements. Post-Construction photographs shall show the general condition of the construction zone (recording finished landscape and other restoration, plus construction improvements), and other areas that may have been affected by construction activities such as haul routes. Post-Construction Photographs shall be taken from, at a minimum, all points indicated on the view location map.
  - 2. Contractor may photograph unit processes and electrical equipment earlier in the event it that would be difficult or imprudent to photograph after completion.
  - 3. Post-Construction Photographs shall be taken after Final Completion and before submission of the final payment application. Post-Construction Photographs shall be incorporated into final deliverables as indicated in Section 01\_77\_00 - Closeout Procedures.
  - 4. Post-Construction Photographs shall be taken with a representative of Owner present.

END OF SECTION

## **SECTION 01\_32\_20**

### **WEB-BASED CONSTRUCTION DOCUMENT MANAGEMENT**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Contractor will utilize an internet-based coordination and document management system for the Project provided by the Owner. This system will be used to manage Project documentation among the Owner, Contractor, and Design Engineer. The Contractor shall utilize this system for all formal Project related correspondence and documentation.
  - 1. Web-based construction management software is available to Contractor's personnel, Subcontractor, Suppliers, consultants, Owner, and Design Engineer.
  - 2. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of Project documentation.
  - 3. Web-based construction management software shall be the primary means of Project information submission and management.

##### **1.02 USER ACCESS LIMITATIONS**

- A. Contractor shall provide a list of personnel who need access to the web-based construction management software to the Owner.
- B. The Owner reserves the right to perform a security check on potential users.
  - 1. Owner is responsible for initial setup of the system.
  - 2. Owner is responsible for enabling access for all users of the web-based construction management software and for adding and removing users from the system after the initial setup.
- C. Owner will grant initial access to the web-based construction management software by creating user profiles to accepted personnel.
  - 1. User profiles will define levels of access into the system; determine assigned function-based authorizations and user privileges.

##### **1.03 JOINT OWNERSHIP OF DATA**

- A. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the web-based construction management software system) by Owner, Design Engineer and Contractor will be jointly owned.

#### **1.04 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING**

- A. Review comments made (or lack thereof) by Owner on Contractor-submitted documentation shall not relieve Contractor from compliance with requirements of the Contract Documents.
- B. Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents.
- C. Owner's or Design Engineer's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

#### **1.05 COMPUTER REQUIREMENTS**

- A. Contractor shall use computer hardware and software that meets the requirements of the web-based construction management software system as recommended by the web-based construction management software to access and utilize the web-based construction management software.
- B. As recommendations are modified by the web-based construction management software, Contractor will upgrade their system(s) to meet or exceed the recommendations.
  - 1. Upgrading of Contractor's computer systems will not be justification for a cost or time modification to the Contract.
- C. Contractor shall ensure that connectivity to the web-based construction management software system is accomplished through DSL, cable, T-1 or wireless communications systems.
  - 1. The Contractor is responsible for confirming the minimum bandwidth requirements and ensuring efficient transfer of data.
- D. Web-based construction management software supports the current and prior two major versions of Chrome, Mozilla's Firefox, Microsoft Edge, and Apple's Safari on a rolling basis.
  - 1. Each time a new version of one of these browsers is released, the web-based construction management software will begin supporting the update and stop supporting the fourth-oldest version.

#### **1.06 CONTRACTOR RESPONSIBILITY**

- A. Contractor shall be responsible for the validity of their information placed in the web-based construction management software and for the abilities of their personnel.
- B. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on the web-based construction management software shall be the responsibility of the Contractor.

- C. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, CAD drawing applications, and Adobe Portable Document Format (PDF) document distribution program.
- D. Contractor shall utilize the existing forms in the web-based construction management software to the maximum extent possible. If a form does not exist in the web-based construction management software, Contractor must include a form of their own or provided by the Design Engineer as an attachment to a Submittal.
- E. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. Contractor is responsible for the training of their personnel in the use of the web-based construction management software and the other programs indicated above as needed.

### **1.07 TRAINING**

- A. Owner shall arrange and pay for the facilities and hardware/software required to facilitate Contractor's initial training. Contractor shall be responsible for training new users as well as any subsequent training for Contractor's staff that were initially trained.
- B. Online video tutorials will be available to Contractor for continued or further training, at no additional cost to Contractor.

## **PART 2 PRODUCTS**

### **2.01 DESCRIPTION**

- A. Web-based construction management software as required by Owner.
  - 1. Bentley Synchro (<https://www.bentley.com/software/synchro/>).

## **PART 3 EXECUTION**

### **3.01 WEB-BASED CONSTRUCTION MANAGEMENT SOFTWARE UTILIZATION**

- A. Web-based construction management software shall be utilized in connection with all document and information management required by these Contract Documents.

### **3.02 SUBMITTALS**

- A. Use the web-based construction management software feature for Submittals List.
  - 1. Contractor shall select from the predefined Submittals List developed by Contractor during Preconstruction Services phase.
- B. Content: As specified in Section 01\_33\_00 - Submittal Procedures.
- C. Format: As specified in Section 01\_33\_00 - Submittal Procedures.

- D. Submit Portable Document Format (PDF) documents to the web-based construction management software submittal workflow process and forms.
  - 1. Consolidate electronic format submittals with multiple pages into a single file.
- E. Hardcopy Submittals:
  - 1. Contractor shall provide 3 hard copies of submittals within 14 days of the Submittal being closed.
  - 2. Hardcopy requirements as specified in Section 01\_33\_00 - Submittal Procedures.
- F. Samples:
  - 1. Contractor shall enter Submittal data information into the web-based construction management software.
  - 2. Attach a copy of the submittal form(s) to the sample.
- G. Record and Closeout Submittals:
  - 1. Operation and maintenance data as specified in Section 01\_77\_00 – Execution Requirements.
  - 2. Extra materials, spare parts, etc.

### **3.03 REQUESTS FOR INFORMATION/INTERPRETATION (RFI)**

- A. Use web-based construction management software for RFIs as specified in Section 01\_29\_00 – Payment Procedures and Change Management.

### **3.04 OFFICIAL CORRESPONDENCE**

- A. Use web-based construction management software for memos, notices, change proposals, or any official correspondence.

### **3.05 INSPECTION REQUESTS**

- A. Use web-based construction management software to request inspection for a portion of Work that is ready for inspection and prior to covering up the Work.

### **3.06 FINANCIAL SUBMITTALS**

- A. Use web-based construction management software for financial submittals as specified in Section 01\_33\_00 - Submittal Procedures.

### **3.07 OTHER**

- A. Use web-based construction management software for daily reports, meeting agendas and minutes, and other construction documents.

END OF SECTION



## **SECTION 01\_32\_90**

### **CONSTRUCTION HEALTH AND SAFETY PLAN**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes development and maintenance of a Construction Health and Safety Plan.

##### **1.02 RELATED SECTIONS AND REFERENCES**

- A. National Fire Protection Association (NFPA):
  - 1. 70E - Standard for Electrical Safety in the Workplace.
- B. Occupational Safety and Health Administration (OSHA) Code of Federal Regulations (CFR) Part 1926 Safety and Health Regulations for Construction.
- C. Occupational Safety and Health Administration (OSHA) Code of Federal Regulations (CFR) Part 1910 Safety and Health Standards.

##### **1.03 SAFETY AND HEALTH REGULATIONS**

- A. Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue N.W., Washington, DC 20013.
- B. Contractor shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended.

##### **1.04 CONSTRUCTION HEALTH AND SAFETY PLAN**

- A. Contractor shall ensure its Construction Health and Safety Plan is maintained with accurate and correct information. Construction Health and Safety Plan shall be updated to address and incorporate Owner-provided review comments.
- B. Construction Health and Safety Plan shall include safety meetings identified in Section 01\_32\_00 Project Management and Progress Reporting.
- C. Contractor shall submit updates of Construction Health and Safety Plan within one week after any changes.
- D. Contractor assumes responsibility for health and safety on the Worksite, including the health and safety of Subcontractors, Others, and other persons on the Worksite in accordance with OSHA regulations:

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1. Forward available information and reports to the Project Safety Officer who shall make the necessary recommendations concerning worker health and safety at the jobsite.
  2. Employ additional health and safety measures specified by the Project Safety Officer, as necessary, and in accordance with OSHA guidelines.
- E. Timely transmit to Owner copies of reports and other documents related to incidents, accidents, and/or injuries encountered during construction.
- F. Smoking will be allowed in designated areas as approved by Owner. Contractor shall provide signage identifying designated smoking areas, and notification when any changes to the designated areas are made. No smoking will be allowed in facilities once they are closed in, and no smoking will be permitted anywhere on the site following delivery of chemicals. Contractor will be responsible for safe disposal of cigarette butts and ensure smoking areas are clean.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01\_33\_00**

### **SUBMITTAL PROCEDURES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes:
  - 1. Requirements and procedures for Submittals to confirm compliance with Contract Documents.
- B. No portion of the Work requiring construction documents shall be started nor shall any materials be fabricated or installed prior to the approval of such items. Fabrication performed, materials purchased, or onsite construction accomplished which does not conform to Owner-approved Contract Documents shall be at the Contractor's risk. Owner shall not be liable for any expense or delay due to corrections or remedies required to accomplish conformity, except where relief is expressly provided under the Agreement.

##### **1.02 GENERAL INSTRUCTIONS**

- A. Contractor is responsible to determine and verify field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and check and coordinate each item with other applicable approved Shop Drawings and Contract Document requirements.
- B. Provide Submittals:
  - 1. That are specified or reasonably required for construction, operation, and maintenance of the Work.
  - 2. That demonstrate compliance with the Contract Documents.
- C. Where multiple Submittals are required, provide a separate Submittal for each Specification section.
  - 1. In order to expedite construction, the Contractor may make more than one Submittal per Specification section, but a single Submittal may not cover more than one Specification section:
    - a. The only exception to this requirement is when one Specification section covers the requirements for a component of equipment specified in another section.
    - b. For example, circuit breakers are a component of switchgear. The switchgear Submittal must also contain data for the associated circuit breakers, even though they are covered in a different Specification section.
- D. Prepare Submittals in the English language. Do not include information in other languages.

- E. Present measurements in customary American units (feet, inches, pounds, etc.).
- F. Provide Submittals that are clear and legible, and of sufficient size for presentation of information. Submittals which include illegible information due to poor reproduction quality or any other reason may be rejected.
- G. Page size, other than drawings:
  - 1. Minimum: 8 ½ inches by 11 inches.
  - 2. Maximum: 11 inches by 17 inches.
- H. Drawing sheet size:
  - 1. Maximum: 22 inches by 34 inches.
    - a. Minimum plan scale: 1/8 inch equals 1 foot-0 inches.
    - b. Minimum font size: 1/8-inch.
  - 2. 11-inch by 17-inch sheet:
    - a. Minimum plan scale: 1/8 inch equals 1 foot-0 inches.
    - b. Minimum font size: 1/8-inch.
- I. Show dimensions, construction details, wiring diagrams, controls, manufacturers, catalog numbers, and all other pertinent details.
- J. Provide Submittal information from only one manufacturer for a specified product. Submittals with multiple manufacturers for one product will be rejected without review.
- K. Any Submittal that does not have all the information required to be submitted, including with regard to any deviation(s) from the Project Plans and Specifications, will be returned without review.

### **1.03 ELECTRONIC SUBMITTAL REQUIREMENTS**

- A. Unless specifically required in this Section, by Owner, or elsewhere in the Contract Documents, each submittal shall be made in an electronic format and submitted in web-based document management system in accordance with Section 01\_32\_20 – Web-Based Construction Document Management. Contractor shall provide capabilities for hardcopies of all submittals (except for those hardcopies indicated as required), at Owner's expense, to be available to Owner at end of the Project.
- B. Each submittal will be an electronic file in the Adobe Acrobat Portable Document Format (PDF) or a native file (as defined in Section 01\_70\_00 – Execution Requirements). Use the latest Adobe version available at the time of execution of the Agreement. General information shall be added to each PDF file, including Title, Subject, Author, and Keywords.
  - 1. PDF files shall be unsecured, unencrypted, and not password protected.
  - 2. The following actions within Adobe Acrobat shall be allowed:
    - a. Printing.
    - b. Content copying or extraction.
    - c. Extraction for access.
    - d. Commenting.
    - e. Fitting for form fields.

- f. Signing.
  - g. Creation of duplicate information.
3. Where applicable (i.e., except for Drawings, figures, etc.), Submittal content shall be electronically searchable utilizing the PDF file as submitted.

#### **1.04 SUBMITTAL ORGANIZATION AND CONTENT**

- A. Organize Submittals in exactly the same order as the items are referenced, listed, and/or organized in the Specification section.
- B. For Submittals that cover multiple devices used in different areas under the same Specification section, the Submittal for the individual devices must list the area where the device is used.
- C. Bookmarks:
  - 1. Bookmarks shall match the table of contents.
  - 2. Bookmark each section (tab) and heading.
  - 3. Drawings: Bookmark at a minimum, each discipline, area designation, or appropriate division.
  - 4. At file opening, display all levels of bookmarks as expanded.
- D. Thumbnails optimized for fast web viewing.
- E. Sequentially number pages within the tabbed sections:
  - 1. Submittals that are not fully indexed and tabbed with sequentially numbered pages, or are otherwise unacceptable, will be returned without review.
- F. Attachments:
  - 1. Include with each Submittal a copy of the relevant Specification section.
    - a. Indicate in the left margin, next to each pertinent paragraph, either compliance with a check (√) or deviation with a consecutive number (1, 2, 3).
    - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
  - 2. Include with each Submittal a copy of the relevant Drawing, including relevant addendum updates.
    - a. Indicate either compliance with a check (√) or deviation with a consecutive number (1, 2, 3).
    - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.
    - c. Provide field dimensions and relationship to adjacent or critical features of the Work or materials.
- G. Prepare Submittal information in sufficient detail to show compliance with specified requirements.
  - 1. Determine and verify quantities, field dimensions, product dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
  - 2. Coordinate Submittal with other Submittals and with the requirements of the Contract Documents.

3. Check, verify, and revise Submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.
- H. Provide the following information when Contractor will provide a product based on “Or Equal” standard:
2. Comply with standard Submittal requirements.
    - a. In addition, provide in sufficient detail to show reason for variance from specified product and impacts.
  3. Provide reason the specified product is not being provided.
  4. Explain the benefits to the Owner for accepting the “Or Equal”.
  5. Itemized comparison of the proposed “Or Equal” with product specified including a list of significant variations:
    - a. Design features.
    - b. Design dimensions.
    - c. Installation requirements.
    - d. Operations and maintenance requirements.
    - e. Availability of maintenance services and sources of replacement materials.
  6. Reference projects where the product has been successfully used:
    - a. Name and address of project.
    - b. Year of installation.
    - c. Year placed in operation.
    - d. Name of product installed.
    - e. Point of contact: Name and phone number.
  7. Define impacts:
    - a. Impacts to other contracts.
    - b. Impacts to other work or products.
  8. The following representations and agreements are deemed included in each “Or Equal” Submittal:
    - a. Contractor bears the burden of proof of the equivalency of the proposed “Or Equal.”
    - b. Proposed “Or Equal” is equal or superior to the specified product.
    - c. Contractor will provide the warranties or bonds that would be provided on the specified product on the proposed “Or Equal,” unless Owner requires a Special Warranty.
    - d. Contractor will coordinate installation of accepted “Or Equal” into the Work and will be responsible for the costs to make changes as required to the Work.
    - e. Contractor waives rights to claim additional costs caused by proposed “Or Equal” which may subsequently become apparent.
- I. Provide the following information when Contractor wishes to substitute a produce for a specified item.
1. Comply with standard Submittal requirements.
    - a. In addition, provide in sufficient detail to show reason for variance from specified product and impacts.
  2. Provide reason the specified product is not being provided.
  3. Explain the benefits to the Owner for accepting the substitution.
  4. Itemized comparison of the proposed substitution with product specified including a list of significant variations:
    - a. Design features.

- b. Design dimensions.
- c. Installation requirements.
- d. Operations and maintenance requirements.
- e. Availability of maintenance services and sources of replacement materials.
5. Reference projects where the product has been successfully used:
  - a. Name and address of project.
  - b. Year of installation.
  - c. Year placed in operation.
  - d. Name of product installed.
  - e. Point of contact: Name and phone number.
6. Define impacts:
  - a. Impacts to Construction Price and Project cash flow.
    - 1) Required license fees or royalties.
    - 2) Do not include costs under separate contracts.
    - 3) Do not include Design Engineer's costs for redesign or revision of Contract Documents.
  - b. Impacts to Contract Time.
  - c. Impacts to Contract scope.
  - d. Impacts to other contracts.
  - e. Impacts to other work or products.
7. The following representations and agreements are deemed included in each substitution Submittal:
  - a. Contractor shall pay associated costs for the Design Engineer to evaluate the substitution.
  - b. Contractor bears the burden of proof of the equivalency of the proposed substitution.
  - c. Proposed substitution does not change the design intent and will have equal performance to the specified product.
  - d. Proposed substitution is equal or superior to the specified product.
  - e. Contractor will provide the warranties or bonds that would be provided on the specified product on the proposed substitution, unless Owner requires a special warranty.
  - f. Contractor will coordinate installation of accepted substitution into the Work and will be responsible for the costs to make changes as required to the Work.
  - g. Contractor waives rights to claim additional costs caused by proposed substitution which may subsequently become apparent.

**1.05 SUBMITTAL IDENTIFICATION NUMBERING**

A. Number each Submittal using the format defined in the table below:

	<b>Spec Section Number</b>	<b>Dash</b>	<b>Initial Submittal – Sequential Number</b>	<b>Decimal Point</b>	<b>Subsequent Submittal Revisions Sequential Number</b>
Example 1 Description	Cast-In-Place Concrete		8 <sup>th</sup> initial Submittal		
	03_30_00	-	0008		

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Example 2 Description	Cast-In-Place Concrete		8 <sup>th</sup> initial Submittal		First revision to the 8 <sup>th</sup> initial Submittal
	03_30_00	-	0008	.	1

## 1.06 SUBMITTAL PROCEDURE

- A. Status of Submittals shall be documented and updated (or tracked) using the Submittals List, or an equivalent method approved by Owner and Design Engineer. Contractor shall update Submittals List with actual dates sent and received and indicate if Submittal is not yet submitted, pending (with a date of anticipated issuance), under review by Design Engineer, or the final disposition. The Submittals List shall be included in reports and discussed at meetings per Section 01\_32\_00 – Project Management and Progress Reporting.
- B. Design Engineer: Review Submittal and provide response:
1. Review description:
    - a. Owner and Design Engineer will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular Submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
    - b. Design Engineer's review of Submittals shall not release the Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall the Design Engineer's review release the Contractor from fulfilling purpose of installation nor from the Contractor's liability to replace defective work.
    - c. Design Engineer's review of Shop Drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.
    - d. Design Engineer's review does not extend to:
      - 1) Accuracy of dimensions, quantities, or performance of equipment and systems designed by the Contractor.
      - 2) Contractor's means, methods, techniques, sequences, or procedures, except when specified, indicated on the Drawings, or required by Contract Documents.
      - 3) Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
    - e. Design Engineer can Approve or Not Approve any exception at their sole discretion.
  2. Review timeframe:
    - a. Except as may be provided in technical Specifications, a Submittal will be returned within 30 calendar days. Where no time period is specified, the Submittal will be returned within 30 calendar days, unless the Design Engineer notifies Contractor that additional time will be required within that 30-day period.
    - b. When a Submittal cannot be returned within the specified period, Design Engineer will, within a reasonable time after receipt of the Submittal, give notice of the date by which that Submittal will be returned.



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- c. If Design Engineer determines that a Submittal is not accurate or complete, Design Engineer will notify Contractor within 14 calendar days after receipt of such Submittal. Design Engineer's review period for Contractor's re-submission of a previously submitted, complete Submittal shall be equal to the number of days provided under sentence a of this paragraph.
  - d. Design Engineer's acceptance of Contractor's Schedule containing Submittal review times less than those specified or agreed to in writing by the Design Engineer will not constitute Owner's or Design Engineer's agreement to shorter review times.
  - e. Critical Submittals:
    - 1) Contractor will notify Design Engineer in writing that timely review of a Submittal is critical to the progress of Work.
3. Schedule delays:
- a. No adjustment of Contract Times or Construction Price will be allowed due to delay by Design Engineer in review of Submittals unless all of the following criteria are met:
    - 1) Design Engineer has failed to review and return first submission within the agreed upon time frame.
    - 2) Contractor demonstrates that delay in progress of Work is directly attributable to Design Engineer's failure to return Submittal within time indicated and accepted by Design Engineer.
4. Review response will be returned to the Contractor with one of the following dispositions:
- a. Approved:
    - 1) No Exceptions:
      - a) There are no notations or comments on the Submittal and the Contractor may release the equipment for production.
    - 2) Make Corrections Noted – See Comments:
      - a) The Contractor may proceed with the Work, however, all notations and comments must be incorporated into the final product.
      - b) Resubmittal not required.
    - 3) Make Corrections Noted – Confirm:
      - a) The Contractor may proceed with the Work, however, all notations and comments must be incorporated into the final product.
      - b) Submit confirmation specifically addressing each notation or comment to the Design Engineer within 15 business days of the date of the Design Engineer's transmittal requiring the confirmation.
  - b. Not Approved:
    - 1) Correct and Resubmit:
      - a) Contractor may not proceed with the Work described in the Submittal.
      - b) Contractor assumes responsibility for proceeding without approval.
      - c) Resubmittal of complete Submittal package is required within 30 calendar days of the date of the Design Engineer's Submittal review response.

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- 2) Rejected – See Remarks:
    - a) Contractor may not proceed with the Work described in the Submittal.
    - b) The Submittal does not meet the intent of the Contract Documents. Resubmittal of complete Submittal package is required with materials, equipment, methods, etc., that meet the requirements of the Contract Documents.
  - c. Receipt Acknowledged – Filed for Record:
    - 1) This is used in acknowledging receipt of informational Submittals that address means and methods of construction such as schedules and work plans, conformance test reports, health and safety plans, etc.
  - d. Receipt Acknowledged with Comments – Resubmit:
    - 1) This is used in acknowledging receipt of informational Submittals that address means and methods of construction such as schedules and work plans, conformance test reports, health and safety plans, etc. Feedback regarding missing information, conflicting information, or other information that makes it incomplete can be made with comments.
- C. Contractor: Prepare resubmittal, if applicable:
1. Clearly identify each correction or change made.
  2. Include a response in writing to each of the Design Engineer's comments or questions for Submittal packages that are resubmitted in the order that the comments or questions were presented from the first and subsequent Submittals and numbered consistent with the Design Engineer's numbering.
    - a. Acceptable responses to Design Engineer's comments are listed below:
      - 1) "Incorporated" – Design Engineer's comment or change is accepted and appropriate changes are made.
      - 2) "Response" – Design Engineer's comment not incorporated. Explain why comment is not accepted or requested change is not made. Explain how requirement will be satisfied in lieu of comment or change requested by the Design Engineer.
    - b. Reviews and resubmittals:
      - 1) Contractor shall provide resubmittals which include responses to all Submittal review comments separately and at a level of detail commensurate with each comment.
      - 2) Contractor responses shall indicate how the Contractor resolved the issue pertaining to each review comment.
        - a) Responses such as "acknowledged" or "noted" are not acceptable.
      - 3) Resubmittals which do not comply with this requirement may be rejected and returned without review.
      - 4) Contractor shall be allowed no extensions of any kind to any part of their contract due to the rejection of non-compliant Submittals.
      - 5) Submittal review comments not addressed by the Contractor in resubmittals shall continue to apply whether restated or not in subsequent reviews until adequately addressed by the Contractor to the satisfaction of the reviewing and approving authority.
    - c. Any resubmittal that does not contain responses to the Design Engineer's previous comments shall be returned for revision and resubmittal. No

further review by the Design Engineer will be performed until a response for previous comments has been received.

3. Resubmittal timeframe:
  - a. Contractor shall provide resubmittal within 15 business days.
  - b. When a resubmittal cannot be returned within the specified period, Contractor shall notify the Design Engineer in writing.
4. Review costs:
  - a. Costs incurred by the Owner as a result of additional reviews of a particular Submittal after the second time it has been reviewed shall be borne by the Contractor.
  - b. Reimbursement to the Owner will be made by deducting such costs from the Contractor's subsequent progress payments.

### **1.07 PRODUCT DATA**

- A. Edit Submittals so that the Submittal specifically applies to only the product furnished.
- B. Neatly cross out all extraneous text, options, models, etc., that do not apply to the product being furnished so that the information remaining is only applicable to the product being furnished.

### **1.08 SHOP DRAWINGS**

- A. Contractor to field verify elevation, coordinates, and pipe material for pipe tie-in to pipeline or structure prior to the preparation of Shop Drawings.
- B. Indicate Project-designated equipment tag numbers for Submittal of devices, equipment, and assemblies.

### **1.09 SAMPLES**

- A. Details:
  1. Submit labeled samples.
  2. Samples will not be returned.
  3. Provide number of sample Submittals as requested by Owner or Design Engineer.

### **1.10 PROJECT RECORD DOCUMENTS**

- A. Submit in accordance with Section 01\_70\_00 – Execution Requirements.

### **1.11 OPERATION AND MAINTENANCE MANUALS**

- B. Submit in accordance with Section 01\_77\_0001\_77\_00 – Closeout Procedures.

### **1.12 WARRANTIES AND BONDS**

- C. Submit in accordance with Section 01\_77\_0001\_77\_00 – Closeout Procedures.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION**

**3.01 SUPPLEMENTS**

- A. The supplements listed below, following “End of Section,” are a part of this Section.
1. Contractor Submittal Transmittal Form.

END OF SECTION

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**SECTION 01\_33\_00 – SUPPLEMENT 1**  
**CONTRACTOR SUBMITTAL TRANSMITTAL FORM**

DRAFT

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**CONTRACTOR SUBMITTAL TRANSMITTAL FORM**

<b>Owner:</b>	Click here to enter text.	<b>Date:</b>	MM/DD/YYYY
<b>Contractor:</b>	Click here to enter text.	<b>Project No.:</b>	XXXXX.XX
<b>Project Name:</b>	Click here to enter text.	<b>Submittal Number:</b>	000
<b>Submittal Title:</b>	Click here to enter text.		
<b>To:</b>	Click here to enter text.		
<b>From:</b>	Click here to enter text.	Click here to enter text.	
	Click here to enter text.	Click here to enter text.	

Specification No. and Subject of Submittal/Equipment Supplier			
<b>Spec #:</b>	Spec #.	<b>Subject:</b>	Click here to enter text.
<b>Authored By:</b>	Click here to enter text.	<b>Date Submitted:</b>	XX/XX/XXXX

Submittal Certification
<b>Check Either (A) or (B):</b>
<input type="checkbox"/> (A) We have verified that the equipment or material contained in this Submittal meets all the requirements specified in the project manual or shown on the Contract Drawings with no exceptions.
<input type="checkbox"/> (B) We have verified that the equipment or material contained in this Submittal meets all the requirements specified in the project manual or shown on the Contract Drawings, except for the deviations listed.
Certification Statement: By delivering this Submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and I have checked and coordinated each item with other applicable approved Shop Drawings and all Contract requirements. I have verified that this Submittal is accurate, complete, and in conformity with the Contract Documents. If this Submittal was prepared by any Person other than Contractor (including any Subcontractor), I have reviewed this Submittal for accuracy, completeness, and conformity with the Contract Documents. I have confirmed that this Submittal includes all necessary information and documentation concerning the subject matter and any additional information reasonably requested by Owner.
<b>Contractor's Reviewer's Signature:</b>
<b>Printed Name:</b>
In the event Contractor believes the Submittal response does or will cause a change to the requirements of the Contract, Contractor shall immediately give written notice stating that Contractor considers the response to be a Change Order.
<b>Firm:</b> Click here to enter text. <b>Signature:</b> _____ <b>Date Returned:</b> XX/XX/XXXX

PM/CM Office Use
Date Received Contractor to PM/CM: _____
Date Received PM/CM to Reviewer: _____
Date Received Reviewer to PM/CM: _____
Date Sent PM/CM to Contractor: _____

## **SECTION 01\_40\_00**

### **QUALITY REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This Section includes administrative and procedural requirements for products and workmanship and includes the following:
1. Contractor's quality control (QC) Program.
  2. Quality Management Plan (QMP) updates.
  3. QC manager and organization.
  4. QC Meetings.
  5. Sampling and testing of materials.
  6. Material testing and inspection.
  7. Owner-verification testing.
  8. Special tests and inspections.
  9. Manufacturer's field services.
  10. Documentation control/quality records.

##### **1.02 SUBMITTALS**

- A. Quality Management Plan (QMP) updates in accordance with this Section.
- B. Qualification Data: For testing agencies specified herein to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Independent Testing Firm Reports: After each test or inspection, promptly post the entire report to the web-based document management system (see Section 01\_32\_20 – Web-based Construction Document Management) and make available for review by Owner. Include the following items as applicable for the type of testing conducted:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and specification section.
  8. Type of test or inspection.
  9. Complete test or inspection data.
  10. Test and inspection results and an interpretation of test results.
  11. Ambient conditions at time of sample taking and testing and inspecting.
  12. Conformance with design documents.
  13. Name and signature of laboratory inspector.
  14. Recommendations on retesting and re-inspecting.

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15. In the event not all testing performed by independent testing firm meets requirements of the design documents, Contractor's QMP, and/or the Agreement, then the report should list the exceptions. For each exception, Contractor shall indicate the corrective action taken and acceptance of compliance with design documents and the Agreement by Design Engineer.
- D. Daily Quality Control Records:
1. These records may be maintained using the Daily Field Observation Report form required in Section 01\_32\_00 – Project Management and Progress Reporting.
  2. Daily Inspection Report: Submit to Design Engineer either i) at the end of each working day or no later than prior to the beginning of the next Business Day if separate from the Daily Field Observation Report, or ii) at time of Daily Field Observation Form submission in accordance with Section 01\_32\_00 – Project Management and Progress Reporting, using the approved form. Include, at a minimum:
    - a. Inspection of specific work.
    - b. Quality characteristics in compliance.
    - c. Quality characteristics not in compliance.
    - d. Corrective/remedial actions taken.
    - e. Statement of certification.
    - f. QC Manager's signature, electronic signature is acceptable.
    - g. Information provided on the daily report shall not constitute notice of delay or any other notice required by the Contract Documents.
- E. Weekly Updates:
1. Contractor shall submit within its Three-Week Look-Ahead Schedule a listing of anticipated QA/QC activities in accordance with a format and procedures developed in cooperation with and acceptable to Owner to allow for scheduling of testing services.
  2. Each Three-Week Look-Ahead Schedule shall include sufficient information to allow Owner to properly schedule and coordinate testing services and other Owner quality assurance activities, including at a minimum mutually agreeable inspection/testing hold points and any special QC requirements for a particular portion of the Work or specialty trade regardless of who will be performing such QC activities.
  3. Should work proceed past an inspection or test hold point prior to witnessing a passing inspection or test, the subsequent work will not be accepted until the previous work prior to the inspection or test hold point has been approved.
- F. Contractor Monthly Quality Report. Furnish a Monthly Quality Report. Report may be submitted separately from Schedule updates but shall be submitted no later than five days prior to Monthly Executive Meetings. This monthly report shall include as a minimum:
1. Summary of quality control staff onsite during the month.
  2. Summary of quality control activities during the month.
  3. Detailed summary of all tests performed by category. Include special tests and special inspections.
  4. Trend analysis of quality control test results.
  5. Log of all outstanding unresolved failing tests.



6. Defects status.
  7. Quality problems and resolutions.
- G. Schedule of Tests and Inspections. Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Schedule shall be updated as needed based on QMP updates. Schedule shall include the following:
1. Specification Section number and title.
  2. Description of test and inspection.
  3. Identification of applicable standards.
  4. Identification of test and inspection methods.
  5. Number of tests and inspections required.
  6. Time schedule or time span for tests and inspections.
  7. Entity responsible for performing tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- H. Special certificates for designated seismic systems that demonstrate compliance with performance requirements.

### **1.03 CONTRACTOR'S QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROGRAM AND QMP REQUIREMENTS**

- A. Contractor's QA/QC Program is the means by which Contractor ensures the quality of the Work meets the minimum quality levels required by the Contract Documents and the Agreement. This program shall be described in a Quality Management Plan (QMP) responsive to this Section.
- B. The QMP, as submitted by Contractor during Preconstruction Services phase and with its Construction Price Proposal and updated with Owner provided review comments, establishes specific minimum staffing, documentation, reporting, and procedural requirements that Contractor must implement and maintain.
- C. Owner's review and acceptance of the QMP and QA/QC Program shall not relieve Contractor from any of its obligations for performance of Work in accordance with the Agreement. Contractor's QA/QC Program staffing is subject to Owner's review and continued acceptance. Owner, at its sole discretion, and without cause, may direct Contractor to remove and replace the QC Manager.
- D. Owner reserves the right to request changes in the QA/QC Program and operations as necessary to ensure the specified quality of Work.
- E. Contractor must notify Owner's Representative of any proposed change to the QMP and QA/QC Program, including changes to QC organization or personnel, a minimum of seven days prior to a proposed change. Proposed changes are subject to acceptance by Owner, in its sole discretion, not to be unreasonably withheld.
- F. The QA/QC Program must cover onsite and offsite Work and must be correlated with Contractor's Schedule and Three-Week Look-Ahead Schedule. The Three-

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Week Look-Ahead Schedule must include upcoming QC activities anticipated during the period covered by the schedule.

- G. Contractor must establish and maintain a QA/QC Program, performing sufficient inspections and tests of all items of Work, including work of its Subcontractors, to ensure conformance with the requirements of the Contract Documents. The QMP shall establish adequate measures for verification and conformance to defined requirements by Contractor personnel and lower-tier Subcontractors (including Fabricators, Suppliers, and Subcontractors). Contractor's quality control measures shall cover all construction operations and be correlated with the Contractor's Schedule and Three-Week Look-Ahead Schedules.
- H. Contractor's QA/QC Program shall include the inspections and tests required by the Contract Documents and Agreement in addition to any other inspections and tests by Contractor necessary to control quality. Contractor shall maintain and furnish to Design Engineer adequate records of all inspections and tests, and shall furnish all test results on forms developed by the Contractor.
- I. Contractor shall closely inspect all materials upon delivery, and all Work in progress for compliance with the requirements of the design documents and Agreement. Contractor must promptly reject and return all defective materials and rework any substandard portion of the Work without waiting for inspection or rejection by Owner. Contractor shall immediately notify Owner of any defect upon discovery.
- J. Written acceptance of QMP from Owner is required before beginning any of the Work other than mobilization tasks to install temporary facilities. The QMP (including the QA/QC Program) shall meet all objectives and requirements specified herein, and must be specific to this Project and the Agreement.
- K. Contractor shall utilize only suitably qualified, skilled, and trained personnel experienced in the tasks required to complete the Work in accordance with the quality requirements of the Contract Documents and Agreement. Should there be no quality basis specifically prescribed for any portion of the Work, the quality and testing procedures shall be in accordance with Good Industry Practice.
- L. Maintain evidence of activities affecting quality including operating logs, records of inspection, audit reports, personnel qualification and certification records, procedures, and document review records.
- M. Maintain quality records in a manner that provides for timely retrieval and traceability. Protect quality records from deterioration, damage and destruction.
- N. Audits: The QA/QC Program shall provide for regularly scheduled documented audits to verify that QC procedures are being fully implemented by Contractor and its Subcontractors. Audit records shall be made available to Design Engineer upon request. Contractor shall provide Owner a hardcopy of Owner-approved final QMP and any Owner-approved updates. Contractor shall maintain and make available the hardcopy in its field office at all times.

#### 1.04 CONTRACTOR'S QC ORGANIZATION

- A. Contractor shall provide a QC Manager at the Worksite to implement and manage Contractor's QA/QC Program, including the coordination, performance, and execution of construction inspection and testing. The QC Manager shall report to Contractor's executive management and shall have no supervisory or managerial responsibility over the workforce.
- B. The QC Manager shall be onsite as often as necessary, but not less than the daily working hours specified in the Contract Documents to remedy and demonstrate that Work is being performed properly and to make multiple observations of Work in progress.
- C. No onsite Work requiring testing shall be performed unless the QC Manager or a designated and Owner-approved, qualified alternate QC Manager is at the site, unless otherwise allowed by Owner.
- D. The QC Manager's duties include the following:
  - 1. Implement and manage the QA/QC Program for each definable feature and portion of the Work.
  - 2. Immediately stop any work that does not comply with requirements of the design documents, and coordinate with Contractor and Owner to discuss corrective measures, if applicable, to be implemented by Contractor.
  - 3. Ensure that Contractor's QC organization, including Subcontractors, is staffed with qualified personnel to perform all required inspections and tests.
  - 4. Supervise and coordinate the inspections and tests made by Contractor's QC organization, including the tests and inspections of the Work of Subcontractors.
  - 5. Provide notice within reasonable time period to Owner of tests and inspections to be conducted. Such notice shall be through communication at regular Project meetings.
  - 6. Ensure that all required tests are performed and results are reported, whether by Owner or by Contractor. Indicate whether test results do or do not conform to requirements of the Contract Documents. Submit corrective action plan(s) for defects.
  - 7. Recommend removal of any person from the Project that consistently fails to perform Work properly.
  - 8. Report to Contractor's executive management the identity of any Subcontractor who's Work consistently fails to meet the requirements of the Contract Documents.
  - 9. Initiate and conduct all QC Meetings required herein. Distribute meeting minutes to Contractor, Design Engineer, and Owner within five days of each meeting.
  - 10. Provide in a timely manner all required QC Manager certifications specified herein.
  - 11. Certify completion prior to requesting milestone completion inspections.
  - 12. At the Worksite, perform daily/weekly/monthly maintenance and updating of the following:
    - a. Testing plan and log.
    - b. Rework items list.

- c. Review of Project Record Documents, which are maintained by the Contractor. Contractor shall mark the Project Record Documents in accordance with Section 01\_70\_00 – Execution Requirements to show any deviations made from the requirements of the design documents and to indicate the actual materials and equipment incorporated into the Work.
- E. Attend all key Project meetings listed in Section 01\_32\_00 – Project Management and Progress Reporting and any other meetings requested by Owner.
- F. In addition to Contractor's QC Manager, Contractor shall provide other personnel as needed to perform QC functions with the necessary qualifications, authority and organizational freedom to identify quality problems and to initiate and recommend solutions. These personnel shall be onsite as determined by the QC Manager to support their activities as often as necessary to remedy any quality issues and verify that the Work is being performed properly. These personnel shall be reflected on the QC organization chart.
- G. At all times during performance of the Work, Contractor's Project Manager, Superintendents, and foremen shall be fully informed of Contractor's QA/QC Program and QMP. Contractor's Project Manager, Superintendents and the foreman(s) shall attend the Quality Control Meetings when required by the QC Manager before beginning work on that portion of the Work.

#### **1.05 QUALITY CONTROL MEETINGS**

- A. In addition to Contractor's required Quality Control Meetings Owner may also request Quality Control Meetings. Should such a Quality Control Meeting be called, Owner will conduct these meetings, prepare a record of discussion, and provide copies of this record of discussion to all attendees within five days after the meeting.

#### **1.06 QUALITY CONTROL AND CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Design Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Ensure Work is performed by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. When specified, products will be tested and inspected either at point of origin or at Worksite:
  - 1. Notify Design Engineer in writing well in advance of when products will be ready for testing and inspection at point of origin.
  - 2. Do not construe that satisfactory tests and inspections at point of origin is final acceptance of products. Satisfactory tests or inspections at point of origin do not preclude retesting or re-inspection at Worksite.
- I. Do not ship products which require testing and inspection at point of origin prior to testing and inspection.

#### **1.07 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When Manufacturers' tolerances conflict with Contract Documents, request clarification from Design Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### **1.08 PRODUCT REQUIREMENTS**

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes and/or laws.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Design Engineer before proceeding.

#### **1.09 MOCK-UP REQUIREMENTS**

- A. Tests will be performed under provisions identified in this Section and identified in respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.

- D. Where mock-up has been accepted by Design Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Owner.

#### **1.10 AUTHORITY AND DUTIES OF OWNER'S REPRESENTATIVE OR INSPECTOR**

- A. Owner's Representative employed or retained by Owner is authorized to inspect the Work.
- B. Inspections may extend to entire or part of the Work and to preparation, fabrication, and manufacture of products for the Work.
- C. Deficiencies or defects in the Work which have been observed will be called to Contractor's attention.
- D. Inspector will not:
  - 1. Alter or waive provisions of Contract Documents.
  - 2. Inspect Contractor's means, methods, techniques, sequences, or procedures for construction.
  - 3. Accept portions of the Work, issue instructions contrary to intent of Contract Documents, or act as foreman for Contractor. Supervise, control, or direct Contractor's safety precautions or programs; or inspect for safety conditions on Worksite, or of persons thereon, whether Contractor's employees or Others.
- E. Inspector will:
  - 1. Conduct onsite observations of the Work in progress to assist Owner in determining when the Work is, in general, proceeding in accordance with Contract Documents.
  - 2. Report to Owner whenever Owner's Inspector believes that Work is faulty, defective, does not conform to Contract Documents, or has been damaged; or whenever there is defective material or equipment; or whenever inspector believes the Work should be uncovered for observation or requires special procedures.

#### **1.11 SAMPLING AND TESTING**

- A. General:
  - 1. Prior to delivery and incorporation in the Work, submit listing of sources of materials, when specified in sections where materials are specified.
  - 2. When specified in sections where products are specified:
    - a. Submit sufficient quantities of representative samples of character and quality required of materials to be used in the Work for testing or examination.
    - b. Test materials in accordance with standards of national technical organizations.
- B. No material for which the Contract Documents require a Submittal and approval of tests, certificates of compliance or other documentation shall be incorporated in the

Work until such Submittal has been made by Contractor in accordance with Section 01\_33\_00 – Submittal Procedures.

1. Furnish specimens of materials when required by the technical specifications.
2. Do not use materials which are required to be tested until testing indicates satisfactory compliance with specified requirements.
3. Specimens of materials will be taken for testing whenever necessary to determine quality of material.
4. Assist Owner in preparation of test specimens at site of work, such as soil samples and concrete test cylinders.

#### **1.12 INSPECTION AND TESTING OF THE WORK**

- A. Work performed by Contractor shall be inspected by the QC Manager. Non-conforming Work and any safety hazards in the Work area shall be noted and promptly corrected.
- B. No materials or equipment shall be used in Work without inspection and acceptance by QC Manager.
- C. Whenever Contractor intends to backfill, bury, cast in concrete, or otherwise cover any Work, notify Owner not less than 24 hours in advance to request inspection before beginning any such Work of covering. Failure of Contractor to notify Owner in accordance with this requirement shall be resolved according to Paragraph 2.6 of the General Conditions.
- D. Contractor will employ and pay for specified services of an independent firm to perform Contractor quality control testing as required in the technical specifications for various work and materials.
- E. Owner will employ and pay for specified services of an “Owner’s independent testing firm” certified to perform testing and inspection as required in the technical specifications for various work and materials to confirm Contractor’s compliance with Contract Documents.
  1. The Owner’s independent testing firm will perform tests, inspections and other services specified in individual specification sections and as required by Owner and requested by the Owner.
  2. Contractor shall cooperate with Owner’s independent testing firm, furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
    - a. Notify Owner and Owner’s independent testing firm 48 hours prior to expected time for operations requiring testing.
    - b. Make arrangements with Owner’s independent testing firm and pay for additional samples and tests required for Contractor’s use.
  3. Limitations of authority of testing Laboratory: Owner’s independent testing firm or Laboratory is not authorized to:
    - a. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
    - b. Agency or laboratory may not approve or accept any portion of the Work.
    - c. Agency or laboratory may not assume duties of Contractor.
    - d. Agency or laboratory has no authority to stop the Work.

4. Testing and employment of an Owner's independent testing firm or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
  5. The Owner's independent testing firm responsibilities will include:
    - a. Test samples of mixes submitted by Contractor.
    - b. Provide qualified personnel at Worksite. Cooperate with Owner and Contractor in performance of services.
    - c. Perform specified sampling and testing of products in accordance with specified standards.
    - d. Ascertain compliance of materials and mixes with requirements of Contract Documents.
    - e. Promptly notify Owner and Contractor of observed irregularities or non-conformance of Work or products.
    - f. Perform additional tests required by Owner.
    - g. Attend preconstruction meetings and progress meetings when requested.
  6. Owner's independent testing firm individual test reports:
    - a. After each test, Owner's independent testing firm will promptly submit electronically report to Owner and to Contractor.
    - b. Test reports shall include at least the following information:
      - 1) Date issued.
      - 2) Project title and number.
      - 3) Name of inspector.
      - 4) Date and time of sampling or inspection.
      - 5) Identification of product and specifications section.
      - 6) Location in Project.
      - 7) Type of inspection or test.
      - 8) Date of test.
      - 9) Certified test results stamped and signed by a registered Engineer in the state where the project is located.
      - 10) Summary of conformance with Contract Documents.
      - 11) When requested by Owner, the Owner's independent testing firm will provide interpretation of test results.
- F. The qualifications of laboratory that will perform the testing, contracted by the Owner or by the Contractor, shall be as follows:
1. Has authorization to operate in the state of Washington.
  2. Meets "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.
  3. Meets requirements of ASTM E329.
  4. Laboratory Staff: Maintain full time specialist on staff to review services.
  5. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to NIST or accepted values of natural physical constants.
  6. Will submit copy of report of inspection of facilities made by Materials Reference Laboratory of NIST during most recent tour of inspection, with memorandum of remedies of deficiencies reported by inspection.
- G. Testing, inspections, and source quality control may occur on or off the Worksite. Perform offsite testing inspections and source quality control as required by Owner.



- H. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same Owner's independent testing firm on instructions by Owner. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Construction Price.

### **1.13 CONTRACTOR'S RESPONSIBILITIES**

- A. Cooperate with Owner's independent testing firm or laboratory personnel and provide access to construction and manufacturing operations.
- B. Secure and deliver to Owner's independent testing firm or laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.
- C. Provide to Owner's independent testing firm or laboratory and Owner preliminary mix design proposed to be used for concrete, and other materials mixes which require control by testing laboratory.
- D. Submit product test reports electronically.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to construction to be tested.
  - 2. To obtain and handle samples at Worksite or at source of product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify Owner's independent testing firm or laboratory 48 hours in advance of when observations, inspections and testing is needed for laboratory to schedule and perform in accordance with their notice of response time.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION (NOT USED)**

END OF SECTION

**SECTION 01\_45\_25**

**TESTING CONCRETE STRUCTURES FOR WATER TIGHTNESS**

*[This section will be developed collaboratively with Contractor, Owner, and Design Engineer during Preconstruction Services before Construction Price Proposal.]*

DRAFT

## SECTION 01\_50\_00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section includes:
  - 1. Furnishing, maintaining, and removing construction facilities and temporary controls, including temporary utilities, construction aids, barriers and enclosures, security, access roads, temporary controls, Project sign, field offices and sheds, and removal after construction.

##### 1.02 REFERENCES

- A. American National Standards Institute (ANSI).
- B. Occupational Safety and Health Administration (OSHA).

##### 1.03 SUBMITTALS

- A. For products specified to be furnished under this Section, submit product data as specified in Section 01\_33\_00 – Submittal Procedures.
- B. Stormwater Pollution Prevention Plan (SWPPP).

##### 1.04 TEMPORARY UTILITIES

*[THIS SECTION TO BE DEVELOPED COLLABORATIVELY WITH OWNER AND CONTRACTOR DURING PRECONSTRUCTION SERVICES PHASE PRIOR TO CONSTRUCTION PRICE PROPOSAL.]*

- A. Temporary electrical power:
  - 1. Contractor shall provide temporary power from Owner's source as required to support performance of the Work.
    - a. Contractor shall confirm that these sources have sufficient capacity available.
  - 2. Contractor shall coordinate with Owner to identify acceptable locations for temporary power and provide all breakers, switches, transformers, and cables required to obtain temporary power from these location(s).
    - a. Locations used for temporary power must be accepted by Owner.
  - 3. Provide and maintain adequate temporary power distribution facilities conforming to OSHA regulations.
- B. Temporary electrical lighting:
  - 1. In work areas, provide temporary lighting sufficient to maintain lighting levels during working hours.

- a. Provide lighting for construction operations to achieve minimum lighting levels as required by OSHA.
  2. When available, permanent lighting facilities may be used in lieu of temporary facilities.
- C. Temporary heating, cooling, and ventilating:
1. Provide heating and ventilation for work areas as needed to protect the Work from damage by freezing, high temperatures, weather, and to provide safe environment for workers.
  2. Permanent heating system may be utilized when sufficiently completed to allow safe operation.
  3. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases in accordance with OSHA regulations.
- D. Internet service:
1. Contractor shall provide and maintain high-speed internet service to field offices at time of Project mobilization.
- E. Temporary water service:
1. Contractor is responsible for providing potable water for its work force.
  2. Contractor shall provide potable water service to field trailers.
  3. Provide service and facilities at time of Project mobilization.
- F. Temporary sanitary facilities:
1. Provide suitable and adequate sanitary facilities that are in compliance with applicable laws.
  2. Existing facility use is not allowed.
  3. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent.
  4. Contractor shall provide sanitary service to field trailers.
  5. At Final Completion, remove sanitary facilities and service and leave site in neat and sanitary condition.
  6. Provide service and facilities at time of Project mobilization.
- G. Temporary fire protection: Provide sufficient number of fire extinguishers of type and capacity required to protect the Work and ancillary facilities.
- H. First aid: Post first aid facilities and information posters conforming to requirements of OSHA and other applicable Laws and Regulations in readily accessible locations.

#### **1.05 CONSTRUCTION AIDS**

- A. Provide railings, kick plates, enclosures, safety devices, and controls required by Laws and Regulations and as required for adequate protection of life and property.
- B. Use construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities of ample size and capacity to adequately support and move loads.

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- C. Design temporary supports with adequate safety factor to ensure adequate load bearing capability:
  - 1. When requested, submit design calculations by professional registered engineer prior to application of loads.
  - 2. Submitted design calculations are for information and record purposes only.
  
- D. Accident prevention:
  - 1. Exercise precautions throughout construction for protection of persons and property.
  - 2. Observe safety provisions of applicable Laws and Regulations.
  - 3. Guard machinery and equipment, and eliminate other hazards.
  - 4. Before commencing construction work, take necessary action to comply with provisions for safety and accident prevention.
  
- E. Barricades:
  - 1. Place barriers at ends of excavations and along excavations to warn pedestrian and vehicular traffic of excavations.
  - 2. Provide barriers with flashing lights after dark.
  - 3. Keep barriers in place until excavations are entirely backfilled and compacted.
  - 4. Barricade excavations to prevent persons from entering excavated areas in streets, roadways, parking lots, treatment plants, or other public or private areas.
  
- F. Warning devices and barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers:
  - 1. Provide devices in accordance with minimum requirements of OSHA and State agency which administers OSHA regulations where Project is located.
  
- G. Hazards in public right-of-way:
  - 1. Mark at reasonable intervals, trenches and other continuous excavations in public right-of-way, running parallel to general flow of traffic, with traffic cones, barricades, or other suitable visual markers during daylight hours.
    - a. During hours of darkness, provide markers with torches, flashers, or other adequate lights.
  - 2. At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, protect excavations by continuous barricades.
    - a. During hours of darkness, provide warning lights at close intervals.
  
- H. Hazards in protected areas: Mark or guard excavations in areas from which public is excluded, in manner appropriate for hazard.
  
- I. Above grade protection: On multi-level structures, provide safety protection that meets requirements of OSHA and State agency which administers OSHA regulations where Project is located.
  
- J. Protect existing structures, trees, shrubs, and other items to be preserved on the site from injury, damage or destruction by vehicles, equipment, worker or other agents with substantial barricades or other devices commensurate with hazards.

K. Fences:

1. Contractor is responsible for security of Project temporary offices and storage areas. As such, Contractor shall provide fence as necessary to protect temporary facilities against acts of theft, violence, and vandalism.
2. When entire or part of site is to be permanently fenced, permanent fence may be built to serve for both permanent and temporary protection of the Worksite, provided that damaged or defaced fencing is replaced prior to Final Completion.
3. Protect temporary and permanent openings and close openings in existing fences to prevent intrusion by unauthorized persons. Protect CKTP and material onsite when openings in existing fences are not closed.
4. During night hours, weekends, holidays, and other times when no Work is performed at the site, provide temporary closures or enlist services of security guards to protect temporary openings.
5. Remove fence temporary openings when openings are no longer necessary.

**1.06 SECURITY**

- A. Make adequate provision for protection of the Work area against fire, theft, and vandalism, and for protection of public against exposure to injury.

**1.07 ACCESS ROADS**

A. General:

1. Build and maintain access roads to and onsite of the Work to provide for delivery of material and for access to existing and operating plant facilities on the Worksite.
2. Build and maintain dust free roads which are suitable for travel at 10 miles per hour.
3. Maintain speed at maximum of 10 miles per hour or as otherwise indicated by Owner-provided signage.

B. Offsite access roads:

1. Build and maintain graded earth roads.
2. Build roads only in public right-of-way or easements obtained by Owner.
3. Obtain rights-of-way or easements when electing to build along other alignment.

C. Onsite access roads:

1. Maintain access roads to storage areas and other areas to which frequent access is required.
2. Maintain similar roads to existing facilities on site of the Work to provide access for maintenance and operation.
3. Protect buried vulnerable utilities under temporary roads with steel plates, wood planking, or bridges.
4. Maintain onsite access roads free of mud.
  - a. Vehicles leaving the site shall be cleaned to prevent tracking of mud off the site onto the public right-of-way.
5. Provide unimpeded access for emergency vehicles in accordance with local requirements.

6. Provide and maintain access to fire hydrants and control valves free of obstructions.

#### **1.08 TEMPORARY CONTROLS**

- A. Dust control:
  1. Prevent dust nuisance caused by operations, unpaved roads, excavation, backfilling, demolition, or other activities.
  2. Control dust by keeping earth surfaces moist with water, use of dust palliatives, modification of operations, or other means acceptable to agencies having jurisdiction.
  3. Follow all codes of agencies having jurisdiction.
- B. Noise control:
  1. Comply with noise and work hours regulations by local jurisdiction.
  2. In or near inhabited areas, particularly residential, perform operations in manner to minimize noise.
  3. In residential areas, take special measures to suppress noise during night hours.
- C. Mud control:
  1. Prevent mud nuisance caused by construction operations, unpaved roads, excavation, backfilling, demolition, or other activities.
- D. Pollution control:
  1. Provide methods, means, and facilities to prevent contamination of soil, groundwater, surface water, and atmosphere from discharge of pollutants, contaminants, hazardous substances, fuel and other hydrocarbon leaks from construction related storage tanks and containers.
  2. Comply with all laws regarding protection of the environment, including obtaining any applicable governmental approvals and developing any required management plans.
  3. Notify Owner immediately in the event that wastewater or any other pollutants are discharged to the environment while conducting activities associated with the Work.
  4. Notify Owner immediately in the event that hazardous materials are discharged to the environment while conducting activities associated with the Work.

#### **1.09 PROJECT SIGNS**

*[THIS SECTION PROVIDED WILL BE FURTHER DEVELOPED COLLABORATIVELY DURING PRECONSTRUCTION SERVICES PHASE.]*

- A. Contractor shall provide all material, labor and equipment necessary for the fabrication, printing, and installation of Project identification signs.
  1. Unless otherwise approved by Owner, a minimum of one Project identification signs shall be used to provide information regarding the purpose of the construction, responsible agency (including logo), and project contact information. Contractor shall be responsible for producing and erecting the

- signage. Contractor to erect the sign not less than two days prior to start of construction.
2. The Project identification signs shall consist of a base, framework and two sign panels. All parts of the sign framework shall be furnished to match the color of the sign panel background. Information shown on the signs shall be provided by Owner. Letter sizes and paint colors to be used shall be as determined by Owner.
  3. Project identification signs shall be placed in location(s) as directed by Owner.
- B. The signs shall be kept clean and in good condition by Contractor.
- C. Project identification sign shall become the property of Owner at completion of the Project.
- D. Replace or repair the Project sign if it is damaged or covered with graffiti within two Business Days of observation or notification of damage or graffiti.
- E. Removal of Project signs:
1. All Project signs shall be maintained for 30 days after completion of the Work, or as otherwise directed by Owner.
  2. Contractor shall remove all Project signs and restore the area disturbed by construction activities.

#### **1.10 CONTRACTOR'S TRAILERS**

- A. Contractor shall provide all required field offices and trailers for Contractor's Project Team.
- B. Maintain on Project site weather tight space in which to keep copies of Contract Documents, Schedule, shop drawings, and other relevant documents.
- C. Provide field office with adequate space to examine documents and provide lighting and telephone service in that space.
- D. Contractor field office:
1. Provide separate field office on Project Worksite for the exclusive use of the Contractor, as follows:
    - a. Construction: Weather tight building constructed at the site, pre-manufactured building, or trailer.
    - b. Conference area with room and capabilities to review full-size drawings on a television screen or printouts.
      - 1) Conference area shall be sized to accommodate 60 people and be used for:
        - a) Onsite meetings required by Section 01\_32\_00 Project Management and Progress Reporting.
        - b) Owner's staff training during the training phase of the Project.
      - 2) Conference area shall be, at a minimum, a double-wide trailer.
      - 3) Full-size printout of Baseline Schedule shall be adhered to Conference area walls.
    - c. Washroom:



- 1) Room partitioned off from the working area.
  - 2) Single water discharge to nearest approved sanitary facility.
  - 3) Flush toilet.
  - 4) Vented exhaust fan.
  - 5) Sink with hot and cold water.
  - 6) Mirror.
  - 7) Water heater: 10-gallon capacity.
  - d. Skirting for under pinning of field office.
  - e. Provide wood stairs with handrails for each entry.
    - 1) Porch landing 5 feet by 5 feet for each entry.
  - f. Exterior lighting over entrance doors.
  - g. Fire extinguishers:
    - 1) Appropriate type fire extinguisher(s) for field office.
2. Arrange and pay for:
- a. Daily janitorial service, including dusting, floor cleaning (sweeping, vacuuming or mopping), and trash removal, and monthly comprehensive cleaning, including windows.
  - b. Heating, ventilating, and air conditioning equipment in operating condition.
    - 1) Furnish maintenance and consumables.
  - c. Electric wiring, power, and lighting fixtures capable of providing at least 75-foot candles of light on work surfaces.
  - d. A continuous supply of toilet paper, paper hand towels and hand soap for each washroom.
  - e. Provide and maintain First Aid Kit and Cabinet in accordance with ANSI Z 308.1, and OSHA requirements.
  - f. Maintain approach walks, decking, porches, and parking lot free of mud, water, and snow.
3. Locate field office where directed by Owner.
4. Have field office ready for occupancy within 2 weeks after start of the Work.
5. Parking: For use by Contractor..
6. Contractor shall construct temporary field office on proper foundations and provide connections for utility services. Contractor shall secure portable or mobile buildings when used. Steps and landings shall be provided at entrance doors and a thermometer mounted at a convenient outside location, not in direct sunlight.

#### **1.11 FIELD OFFICE DATA SERVICE AND EQUIPMENT**

- A. Contractor is responsible for maintenance of service and hardware.
- B. Data service will be dedicated to the Contractor and not shared with any other party.
- C. Communication Equipment, Printer/Scanner:
  1. Contractor to utilize dedicated communication hardware and not share with any other party.
  2. Contractor also to utilize dedicated computer equipment including printers and scanners.

### **1.12 REMOVAL**

- A. Remove temporary facilities and controls before inspection for Substantial Completion or when directed.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Remove underground installations to minimum depth of 24 inches and grade to match surrounding conditions.
- D. Restore existing facilities used during construction to specified or original condition.

### **1.13 EMERGENCIES**

- A. Contractor's Construction Health and Safety Plan as approved by Owner shall address communications during emergencies, including but not limited to:
  - 1. Provisions of a telephone number where the Contractor can be reached on an emergency basis after regular working hours.
  - 2. Three emergency contacts that are available 24/7 for notification. Contact information for emergency contacts shall be provided at Preconstruction Conference.
- B. Contractor shall be prepared to act to correct conditions onsite that are deemed to constitute an emergency by Owner and is obligated to act to prevent threatened damage, injury or loss without special instructions from Owner.
- C. Contractor shall give Owner prompt but reasonable notice of all emergency incidents or occurrences.
- D. If a condition on the Worksite requires attention after hours, either Owner shall call Contractor at the emergency telephone number. Contractor is expected to respond by phone within ten minutes and be onsite, if needed, within 30 minutes. If for any reason Contractor cannot be reached at the emergency number after a reasonable amount of time (not exceeding 30 minutes) Owner reserves the right to institute corrective measures.
- E. In the event Contractor fails to maintain safe job conditions, including trench settlement and storage of hazardous backfill or construction materials, Owner, after failure of Contractor to commence substantial steps at the Worksite to rectify the situation, may take such precautions, make such repairs, and take any other steps which Owner in Owner's discretion considers necessary to protect the property, persons, or Owner.

### **1.14 TRAFFIC CONTROLS**

- A. During non-working hours all public roadways shall be opened to normal operating conditions. No construction-related equipment shall be on the public roadway during non-working hours. Barricades equipped with appropriate warning lights shall be placed adjacent to the work area. Construction signs, except "ROAD CONSTRUCTION AHEAD" signs, shall be covered or turned from traffic.

- B. Contractor shall designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the Owner.
  - 1. Access to adjacent properties shall be maintained at all times. Traffic shall be carried through construction. Designated flaggers shall coordinate the movement of traffic through construction at each staging area.
  - 2. Where agreed to by the Owner “no parking” signs or barricades may be installed in order to ensure construction vehicle access.

#### **1.15 PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

- A. Contractor shall protect, shore, brace, support, and maintain all existing public and private property affected by construction operations.

#### **1.16 EROSION CONTROLS**

- A. Stormwater Pollution
  - 1. Contractor is responsible for complying with the U.S. EPA NPDES Regulations and Construction Stormwater General Permit.
  - 2. Contractor shall be responsible for procuring, implementing and complying with the provisions of its Stormwater Pollution Prevention Plan (SWPPP), including the standard provisions, monitoring and reporting requirements as required by the Permit. Note that any offsite staging/storage/laydown areas used by Contractor may be subject to all requirements and shall be included in all documents prepared for compliance with the Permit. Contractor shall provide copies of all reports and monitoring information to Owner.

#### **1.17 FIRE PREVENTION**

- A. Comply with OSHA Regulation 29 CFR Part 1926.352 Fire Prevention.
- B. Prepare and submit for acceptance by Owner a fire prevention plan, unless otherwise included within the Construction Health and Safety Plan, describing procedures to be followed when performing Work involving an open flame or generating an arc or heat in sufficient quantity as to provide an ignition source for a flammable/combustible liquid, solid, or gaseous material in the vicinity of the work area.
- C. Implement accepted plan for all applicable Work.

#### **PART 2 PRODUCTS (NOT USED)**

#### **PART 3 EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01\_70\_00**

### **EXECUTION REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This Section includes general procedural requirements governing the execution of the Work.
  - 1. Contractor shall furnish all labor, materials, equipment, and incidentals as necessary to comply with this Section including but not limited to the following:
    - a. Maintenance of Project Record Documents.
    - b. Lines and grade.
    - c. Storage and protection.
    - d. General installation of products.
    - e. Fences.
    - f. Correction of the Work.

##### **1.02 SUBMITTALS**

- A. In accordance with Section 01\_33\_00 – Submittal Procedures.
- B. All qualifications as required in this Section.
- C. Project Record Documents: In accordance with this Section, Section 01\_29\_00 – Payment Procedures and Change Management, and Section 01\_77\_0001\_77\_00 – Closeout Procedures.
- D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Contract Documents for miscellaneous record keeping and submittal in connection with actual performance of the Work.

##### **1.03 PROJECT RECORD DOCUMENTS**

- A. Record Documents are to document changes in Work, both concealed and visible, to enable future modifications or additions to the Work to proceed more efficiently, without lengthy surveys, potholing, and other investigative efforts.
- B. Maintain at Worksite, available to Owner, one set of the Contract Documents, shop drawings, and other submittals in good order as Record Documents:
  - 1. Mark and record field changes and detailed information contained in submittals and change orders.
  - 2. Record actual depths, horizontal and vertical location of underground pipes, duct banks, and other buried utilities. Reference dimensions to permanent surface features.

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3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
4. Identify location of spare conduits including beginning, ending, and routing through pull boxes and manholes. Record spare conductors, including number and size, within spare conduits and filled conduits.
5. Provide schedules, lists, layout drawings, and wiring diagrams.
6. Make annotations in electronic format conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments	Blue
Dimensions:	Graphite

- C. Maintain documents separate from those used for construction:
  1. Label documents "RECORD DOCUMENTS."
- D. Keep documents current:
  1. Record required information at the time the material and equipment are installed and before permanently concealing.
- E. Affix civil engineer's or professional land surveyor's signature and registration number to Record Drawings to certify accuracy of information shown.
- F. In cooperation with Design Engineer, Contractor shall utilize during construction 3D modeling software (Building Information Modeling aka BIM) to assist in clash detection and other purposes. Contractor shall modify on an ongoing basis the 3D files to include construction photographs and reflect as-builts of both the improvements that are part of the Project, as well as develop as-builts with BIM for the remainder of the plant. *[Owner will establish requirements for the BIM in collaboration with Contractor and Engineer during Preconstruction Services Phase.]*
- G. Deliver Record Documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- H. Provide updated electronic files upon major changes to the Project, but in no case less frequently than monthly for payment applications. Record Documents may be reviewed monthly to determine the percent complete for the monthly pay application. Updated Record Documents are a condition for Owner's approval for progress payment.
- I. Final Schedule Submittal as specified in Section 01\_32\_00 – Project Management and Progress Reporting.
- J. Submit documents to Owner prior to request for Substantial Completion in accordance with Section 01\_77\_0001\_77\_00 – Closeout Procedures.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Existing utility information: Contractor shall furnish information to local utility as necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction.
- B. Existing utility interruptions: Do not interrupt utilities serving facilities occupied by Owner or Others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Comply with requirements of Section 01\_14\_00 – Work Restrictions.
  - 2. Utility interruptions require a completed and approved MOPO in accordance with Section 01\_14\_00 – Work Restrictions.
  - 3. Contractor to coordinate and execute planned utility interruptions.

### **3.02 LINES AND GRADES**

- A. Contractor shall fill and grade sites for temporary structures to provide surface drainage. Provide all-weather surfaced access roads and paths and parking areas.
- B. All survey, layout, and measurement Work shall be performed by Contractor as a part of the Work.
- C. Contractor shall provide a qualified surveyor or engineer licensed in the State of Washington, and such instruments, tools, stakes, and other materials required to complete the survey, layout and measurement Work.
- D. Locate and protect control points prior to starting Work on site, and preserve permanent reference points during construction.
  - 1. Make no changes or relocations without prior written notice.
  - 2. Replace Project control point, when lost or destroyed, in accordance with original survey control.
- E. Set monuments for principal control points and protect them from being disturbed and displaced.
  - 1. Re-establish disturbed monuments.
  - 2. When disturbed, postpone parts of the Work that are governed by disturbed monuments until such monuments are re-established.

### **3.03 PROJECT SITE SURVEY REQUIREMENTS**

- A. Establish a minimum of two (2) permanent benchmarks on site referenced to data established by survey control points.
- B. Record permanent benchmark locations with horizontal and vertical data on Project Record Documents in accordance with this Section.

### **3.04 STORAGE AND PROTECTION**

- A. Immediately store and protect products and materials until installed in Work.
- B. Store products with seals and legible labels intact.
- C. Protect painted surfaces against impact, abrasion, discoloration, and other damage.
  - 1. Repaint damaged painted surfaces.
- D. Exterior storage of fabricated products:
  - 1. Place on above ground supports that allow for drainage.
  - 2. Cover products subject to deterioration with impervious sheet covering.
  - 3. Provide ventilation to prevent condensation under covering.
- E. Store moisture sensitive products in watertight enclosures.
- F. Furnish covered, weather-protected storage structures or other protective measures to provide a clean, dry, noncorrosive, dust free environment for mechanical equipment, valves, architectural items, electrical and instrumentation equipment and special equipment to be incorporated into the Project.
  - 1. Storage of equipment shall be in strict accordance with the “instructions for storage” of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, required rotation of elements, etc.
  - 2. Contractor shall furnish a copy of the manufacturer’s instructions for storage to Owner prior to storage of all equipment and materials.
  - 3. Protect equipment and materials from UV as recommended by supplier and/or manufacturer.
- G. Unless otherwise instructed by or required by the equipment manufacturer:
  - 1. Equipment having moving parts, such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc.
  - 2. Equipment having moving parts shall be rotated as required by the equipment manufacturer.
- H. Store loose granular materials as necessary to prevent mixing with foreign matter.
- I. Provide access for inspection by Owner.

### **3.05 INSTALLATION**

- A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- B. Maintain conditions required for product performance until Final Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations.

- D. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place in accordance with Good Industry Practice.
- E. Hazardous Materials: If hazardous material must be utilized, Contractor must adhere to handling precautions required by material manufacturer and all applicable laws.
- F. Protect installed products in accordance with manufacturer's instructions and requirements below.
  - 1. Provide coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
  - 2. Remove covering at Substantial Completion or when no longer needed.
  - 3. Replace or restore corroded, damaged, or deteriorated equipment and parts before acceptance of the Project.
  - 4. Unless otherwise instructed by or required by the equipment manufacturer, lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. If required by the equipment manufacturer, new lubricants shall be put into the equipment by Contractor at the time of acceptance.

### **3.06 PROGRESS CLEANING AND WASTE REMOVAL**

- A. General: Clean site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials in compliance with applicable laws.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately.
  - 3. Collect and remove waste materials, debris, and rubbish from site weekly and dispose offsite.
  - 4. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- B. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work. Maintain areas free of waste materials, debris, and rubbish.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  - 3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- C. Installed Work: Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.



- D. Waste Disposal: Burying or burning waste materials onsite will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration through Substantial Completion.
- F. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period in accordance with manufacturer's instructions. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. Limiting Exposures: Supervise construction operations to assure that no part of the construction; completed or in progress; is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.07 ROADWAYS**

- A. All existing roadways or adjoining properties shall be maintained by Contractor until completion of the Work. Contractor shall repair damage to the existing roads or adjoining properties that are caused by Contractor ingress or egress along the access route. All repairs to damaged roads or properties shall be equal to or better than the existing. The decision of Owner as to the degree of repair to be performed will be final.

### **3.08 FENCES**

- A. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from Owner of the fence, and the period the fence may be left relocated or be dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original location.

### **3.09 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
- B. Restore permanent facilities used during construction to their specified or original condition.

END OF SECTION

**SECTION 01\_73\_20**

**OPENINGS AND PENETRATIONS IN CONSTRUCTION**

*[This section will be developed collaboratively with Contractor, Owner, and Design Engineer during Preconstruction Services before Construction Price Proposal.]*

DRAFT

**SECTION 01\_73\_29**

**CUTTING AND PATCHING**

*[This section will be developed collaboratively with Contractor, Owner, and Design Engineer during Preconstruction Services before Construction Price Proposal.]*

DRAFT

**SECTION 01\_75\_00**

**CHECKOUT AND START-UP PROCEDURES**

*[This section will be developed collaboratively with Contractor, Owner, and Design Engineer during Preconstruction Services before Construction Price Proposal.]*

DRAFT

## **SECTION 01\_77\_00**

### **CLOSEOUT PROCEDURES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Section includes Contract closeout requirements:
  - 1. Final cleaning
  - 2. Waste disposal
  - 3. Touch up and repair
  - 4. Closeout documentation
  - 5. Operations and Maintenance (O&M) Manuals
  - 6. Warranties and bonds
  - 7. Completion procedures
  - 8. Final payment
  - 9. Spare parts

##### **1.02 REFERENCES**

- A. American Water Works Association (AWWA).

##### **1.03 FINAL CLEANING**

- A. Perform final cleaning prior to inspections for Substantial Completion.
- B. Employ skilled workers who are experienced in cleaning operations.
- C. Use cleaning materials which are recommended by manufacturers of surfaces to be cleaned.
- D. Prevent scratching, discoloring, and otherwise damaging surfaces being cleaned.
- E. Clean roofs, gutters, downspouts, and drainage systems.
- F. Broom clean exterior paved surfaces and rake clean other surfaces of site work.
- G. Remove dust, cobwebs, and traces of insects and dirt.
- H. Clean grease, mastic, adhesives, dust, dirt, stains, fingerprints, paint, blemishes, sealants, plaster, concrete, and other foreign materials from sight-exposed surfaces, and fixtures and equipment.
- I. Remove non-permanent protection and labels.
- J. Polish waxed woodwork and finish hardware.
- K. Wash tile.

- L. Wax and buff hard floors, as applicable.
- M. Wash and polish glass, inside and outside.
- N. Wash and shine mirrors.
- O. Polish glossy surfaces to clear shine.
- P. Vacuum carpeted and soft surfaces.
- Q. Clean permanent filters and replace disposable filters when heating, ventilation, and air conditioning units were operated during construction.
- R. Clean ducts, blowers, and coils when units were operated without filters during construction.
- S. Clean light fixtures and replace burned-out or dim lamps.
- T. Probes, elements, sample lines, transmitters, tubing, and enclosures have been cleaned and are in like-new condition.

#### **1.04 WASTE DISPOSAL**

- A. Arrange for and dispose of surplus materials, waste products, and debris offsite:
  - 1. Prior to making disposal on private property, obtain written permission from owner of such property.
- B. Do not fill ditches, washes, or drainage ways which may create drainage problems.
- C. Do not create unsightly or unsanitary nuisances during disposal operations.
- D. Maintain disposal site in safe condition and good appearance.
- E. Complete leveling and cleanup prior to Substantial Completion of the Work.

#### **1.05 TOUCH-UP AND REPAIR**

- A. Touch-up or repair finished surfaces on structures, equipment, fixtures, and installations that have been damaged prior to inspection for Substantial Completion.
- B. Refinish or replace entire surfaces which cannot be touched-up or repaired satisfactorily.

#### **1.06 CLOSEOUT DOCUMENTS**

- A. Submit the following closeout submittals before requesting Substantial Completion:
  - 1. Punch list of known items to be completed or corrected after issuance of Substantial Completion.
  - 2. Evidence of compliance with requirements of regulatory authorities.
  - 3. Project Record Documents

- a. Prepared in accordance with Section 01\_70\_00 – Execution Requirements.
4. Final Operation and Maintenance (O&M) Manuals.
5. Approved warranties and bonds.
6. Startup and commissioning documentation, including final training material, as required in Section 01\_75\_00 – Checkout and Start-Up Procedures and Section 01\_79\_23 – Instruction of Operation and Maintenance Personnel.

#### **1.07 OPERATIONS AND MAINTENANCE (O&M) MANUALS**

- A. Contractor shall submit, in accordance with Section 01\_33\_00 – Submittal Procedures, an O&M Manual for every piece of equipment provided as part of the Work on the Project and for each material or finish requiring regular maintenance.
- B. O&M Manuals shall be prepared in accordance with this Section and shall include information as required by individual technical specifications.
- C. All draft O&M Manuals shall be submitted and accepted by Owner prior to Owner's training in subject asset. Final O&M Manuals shall be submitted to Owner as a condition of Substantial Completion.
- D. Contractor shall provide four (4) final hardcopies of each O&M Manual and shall provide draft and final of each O&M Manual in electronic format in accordance with this Section.
- E. O&M Manual Preparation:
  1. General requirements:
    - a. Provide dimensions in English units.
    - b. Assemble material, where possible, in the same order within each volume.
    - c. Reduce drawings and diagrams to 8 1/2 by 11-inch size, if possible unless otherwise specified.
    - d. Complete forms on computer, handwriting not acceptable.
    - e. Delete items or options not provided in the supplied equipment or system.
    - f. Provide package control system annotated ladder logic for PLC, if applicable.
  2. Hard copy requirements:
    - a. Binders: 3-ring with rigid covers.
      - 1) Break into separate binders as needed to accommodate large size.
    - b. Utilize numbered tab sheets to organize information.
    - c. Provide original and clear text on reproducible non-colored paper, 8 1/2 by 11-inch size, 24 pound paper.
    - d. Drawings larger than 8 1/2 by 11 inch:
      - 1) Fold drawings separately and place in envelope bound into the manual.
      - 2) Label each drawing envelope on the outside regarding contents.
    - e. Label binder with the following information:
      - 1) Operation and Maintenance Manual.
      - 2) Equipment name.
      - 3) Specification Section Number
      - 4) Equipment tag number.

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- 5) Owner's name.
  - 6) Project number and name.
  - 7) Date.
3. Electronic requirements:
- a. File format:
    - 1) Entire manual in PDF format.
      - a) Include text and drawing information.
      - b) Provide a single PDF file even if the hard copy version is broken into separate binders due to being large.
      - c) Create PDF from the native format of the document (Microsoft Word, graphics programs, drawing programs, etc.).
        - (1) If material is not available in native format and only available in paper format, remove smudges, fingerprints, and other extraneous marks before scanning to PDF format.
        - (2) Hard copy record drawing requirements:
          - (a) Provide a single multipage PDF file of each set of the scanned drawings.
          - (b) Page 1 shall be the cover of the drawing set.
        - (3) At file opening, display the entire cover.
          - (a) Scan drawings at 200 to 300 dots per inch (DPI), black and white, Group IV Compression, unless otherwise specified.
          - (b) Scan drawings with photos in the background at 400 dots per inch (DPI), black and white, Group IV Compression.
      - d) Pagination and appearance to match hard copy.
      - e) Searchable.
      - f) Scanned images are not acceptable. Scanned documents shall be converted such that the text is optically identifiable and searchable.
      - g) Bookmarks:
        - (1) Bookmarks shall match the table of contents.
        - (2) Bookmark each section (tab) and heading.
        - (3) Drawings: Bookmark at a minimum, each discipline, area designation, or appropriate division.
        - (4) At file opening, display all levels of bookmarks as expanded.
      - h) Thumbnails optimized for fast web viewing.
    - 2) Drawing requirements:
      - a) Drawings shall have a white background.
      - b) Drawing shapes shall not degrade when closely zoomed.
      - c) Screening effects intended to de-emphasize detail in a drawing must be preserved.
      - d) Delete items or options not provided in the supplied equipment or system.
  - b. All submitted materials shall be suitable for reproduction, with quality equal to original.
  - c. If multiple submittals are made together, each submittal must have its own subdirectory that is named and numbered based on the submittal number.



- F. O&M Manual Contents:
1. Contractor shall only provide required documentation that is applicable for the supplied equipment or materials.
  2. Cover Page:
    - a. Name of the equipment covered by the O&M Manual.
    - b. Identification of all assets covered by the manual by name and equipment ID/asset.
    - c. Specification number.
    - d. Project name.
    - e. Owner's name.
    - f. Appropriate date.
  3. Table of Contents: General description of information provided within each tab section.
  4. Completed Equipment Summary Form. Form is provided as supplement to this Section.
  5. Product data (as applicable to specific equipment):
    - a. Description of unit, or description of system and component parts.
    - b. Description of equipment function, normal operating characteristics, and limiting conditions.
    - c. Storage instructions.
    - d. Assembly, installation, alignment, adjustment, and checking instructions.
    - e. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
    - f. Routine maintenance procedures.
    - g. On-line resources.
    - h. Telephone resources.
    - i. Approved submittals.
      - 1) Markup with any field changes.
      - 2) Final programming.
    - j. Start-up procedures: Recommendations for installation, adjustment, calibration, and troubleshooting.
    - k. Operating procedures:
      - 1) Step-by-step instructions including but not limited to the following:
        - a) Safety precautions and applicable Safety Data Sheets.
        - b) Guidelines.
        - c) Other information as needed for safe system operation and maintenance.
    - l. Overhaul Instructions: Directions for disassembly, inspection, repair, and reassembly of the equipment; safety precautions; and recommended tolerances, critical bolt torques, and special tools that are required.
    - m. Guide for preventative maintenance and troubleshooting.
    - n. Lubrication instructions including schedule and list of lubricants required.
    - o. Instructions for disassembly, repair, and reassembly.
    - p. Parts lists for all replaceable parts including part numbers, availability, and service locations.
    - q. Spare Parts List: Recommended number of parts to be stored at the site and special storage precautions.
    - r. Outline, cross-section, and assembly drawings; engineering data; and wiring diagrams.
    - s. Test data and performance curves, where applicable.

- t. Manufacturer's technical reference manuals.
  - u. System Drawings: Provide interconnection and wiring diagrams, plan, views, panel layouts, bill of materials, etc.
  - v. System Drawings for equipment with internal controls: Provide instrumentation loop drawing control schematic diagrams, interconnection and wiring diagrams, plan views, panel layouts, bill of materials, etc.
  - w. System drawings and data sheets: Include all drawings and data furnished by Contractor and the supplier; provide "as installed" version.
6. Drawings: Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems and control and flow diagrams.

### **1.08 WARRANTIES AND BONDS**

- A. Warranties and bonds shall be obtained and submitted in accordance with the Agreement and with applicable technical specifications and shall be compiled and submitted as described in this Section as a condition of achieving Substantial Completion.
- B. Submittal Requirements: Submit warranty and bond documents in accordance with Section 01\_33\_00 – Submittal Procedures and as described below:
  - 1. Contents:
    - a. Include a Table of Contents organized by Specification Section number and the name of the product or work item
    - b. Include each required warranty and bond in proper form, with full information, certified by manufacturer as required, and properly executed by Contractor, or subcontractor, supplier, or manufacturer.
    - c. Provide name, address, phone number, and point of contact of manufacturer, supplier, and installer, as applicable.
    - d. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation.
    - e. Identify each binder on the front and spine with the typed or printed title "WARRANTIES AND BONDS," Project name, and name of Contractor.
  - 2. Hardcopy format:
    - a. Submit two copies.
    - b. Assemble in 3 D-side ring binders with durable cover.
  - 3. Electronic (PDF) format:
    - a. Submit one (1) copy of each warranty as separate PDF files.
    - b. Submit one (1) copy of a compiled PDF file that includes all required warranties and bonds. The compiled PDF shall be bookmarked by system and asset and the name of the product or work item.
- C. Owner's rights:
  - 1. Owner reserves the right to reject warranties.
  - 2. Owner reserves the right to refuse to accept Work for the Project if the required warranties have not been provided.
- D. Relationship to general warranty and correction period:

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1. Warranties specified for materials and equipment shall be in addition to, and run concurrent with, both Contractor's general warranty and the correction period requirements.
  2. Disclaimers and limitations in specific materials and equipment warranties do not limit Contractor's general warranty, nor does such affect or limit Contractor's performance obligations under the correction period.
- E. Manufacturer's Warranty minimum requirements:
1. Written warranty issued by item's manufacturer.
  2. Project-specific information, properly executed by product manufacturer, and expressly states that its provisions are for the benefit of the Contractor.
  3. Covers all costs associated with the correction of the defect, including, but not limited to, removal of defective parts, new parts, labor, and shipping.
  4. Provides a timely response to correct the defect.
    - a. Manufacturer shall provide, in a timely fashion, temporary equipment as necessary to replace warranted items requiring repair or replacement, when warranted items are in use and are critical to the treatment process, as defined by Owner.
  5. Warranty commence running on the date of Substantial Completion.
    - a. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit warranty within 10 calendar days after acceptance, listing date of acceptance as beginning of warranty period.
  6. Duration of warranty: 1 year.
- F. Manufacturer's Special Warranty
1. Manufacturer's Special Warranty is a written warranty published by the manufacturer which includes the requirements as specified in the Technical Section.
  2. Project-specific information and requirements.
  3. Properly executed by product manufacturer.
  4. Expressly states that its provisions are for the benefit of the Contractor or Owner.
  5. Manufacturer's special warranties commence on the date that the associated item is certified by Owner as substantially complete.
- G. Warranty Work
1. Contractor's responsibilities:
    - a. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
  2. Replacement cost:
    - a. Upon determination that work covered by warranty has failed, replace or rebuild the work to an acceptable condition complying with requirement of the Contract Documents.
      - 2) Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether Owner has benefited from the use of the work through a portion of its anticipated useful service life.

3. Related damages and losses:
  - a. When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
4. Owner's recourse:
  - a. Written warranties are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitation on time in which Owner can enforce such other duties, obligations, rights, or remedies.
5. Reinstatement of warranty:
  - a. When work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement.
    - 3) The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

H. Implied Warranties

1. Warranty of title and intellectual rights:
  - a. Except as may be otherwise indicated in the Contract Documents, implied warranty of title required by Laws and Regulations is applicable to the Work and to materials and equipment incorporated therein.
2. Implied warranties: Duration in accordance with Laws and Regulations.

I. Bonds

1. Equipment bond and other bond requirements as specified in the technical sections.
2. Bonds commence running on the date of Substantial Completion.
  - a. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit warranty within 10 days after acceptance, listing date of acceptance as beginning of bond period.

**1.09 EVIDENCE OF COMPLIANCE WITH REQUIREMENTS OF GOVERNING AUTHORITIES**

- A. Submit the following:
1. Certificate of Occupancy.
  2. Certificates of Inspection:
    - a. *<List to be determined during Preconstruction Services Phase prior to Construction Price Proposal.>*

**1.10 MAINTENANCE SERVICE**

- A. Maintenance service as specified in technical specifications.

### 1.11 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work complete in accordance with Article 1 of the Agreement and has demonstrated conditions for Substantial Completion have been met, Contractor shall notify Owner. Conditions for Substantial Completion include:
1. Work is complete and correct to the satisfaction of the Owner and Design Engineer.
  2. Removal of temporary facilities and controls.
  3. Final cleaning complete and all waste disposed.
  4. Certificates of occupancy, if required, and all other compliance with requirements of areas having jurisdiction have been obtained and submitted to Owner.
  5. Testing is complete in accordance with Section 01\_75\_00 – Checkout and Start-Up Procedures.
  6. Owner approval or acceptance of Closeout Documents.
  7. Owner training is complete in accordance with Section 01\_78\_23 – Operation and Maintenance Data.
  8. Spare parts have been delivered to Owner.
  9. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including occupancy permits, operating certificates and similar releases.
  10. Submit a notice of any pending claims by Contractor against Owner or by any known third party against Contractor relating to this Project.
  11. Submit verification that Contractor is up to date on all progress payments to laborers, subcontractors, or others performing work or supplying materials to the Project.
- B. Contractor, Owner, and Design Engineer shall conduct inspection to determine conditions are met and develop a Punch List of items requiring further work but are not considered an impediment for Owner's occupancy or operation.
- C. Certificate of Substantial Completion shall be prepared in accordance with Article 1 of the Agreement. Punch List shall be included with Certificate of Substantial Completion.

### 1.12 FINAL COMPLETION

- A. When Contractor has completed Start-Up Stage in accordance with Section 01\_75\_00 – Checkout and Start-Up Procedures and Punch List Items and considers the Work complete in accordance with Article 1 of the Agreement, submit written certification that:
1. Work has been completed in accordance with the Contract Documents:
  2. Punch List items have been completed or corrected.
  3. Work is ready for final inspection.
  4. All final cleaning is complete per Paragraph 1.03 of this Section.
  5. Startup and commissioning documentation has been submitted and approved, including performance test results, as required in Section 01\_75\_00 – Checkout and Start-Up Procedures.
  6. Deliver tools, spare parts, and extra stock of materials to Owner; with itemized list.

7. Landscaping complete.
  8. All final permits submitted, including Certificates of Occupancy.
  9. All Change Orders are approved and signed by both parties.
  10. Draft Final Application for Payment submitted per Section 01\_29\_70 – Payment and Change Management Procedures.
  11. Final Schedule of Values submitted per Section 01\_29\_70 – Payment and Change Management Procedures.
  12. Make final change-over of locks, transmit new keys to Owner, return loaned construction keys, and advise Owner's personnel of change over security provisions.
  13. Submission of any and all documents required by law or by the Contract to effectuate close out procedures.
- B. Design Engineer and Owner will make an inspection to verify the status of completion with reasonable promptness.
- C. Should Design Engineer or Owner consider that the Work is incomplete or defective they will provide Contractor with a Corrective Work Items List:
1. Owner will promptly notify the Contractor in writing, listing the incomplete or defective work.
  2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Owner that the Work is complete.
  3. Design Engineer and Owner shall re-inspect the Work.

### **1.13 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit a final statement of accounting to Owner at least 7 calendar days prior to final payment application submission.
- B. Statement shall reflect all adjustments to the Construction Price.
1. The original Construction Price.
  2. Additions and deductions resulting from:
    - a. Change Orders.
    - b. Units installed and unit prices.
    - c. Set-offs for uncorrected or incomplete Work.
    - d. Set-offs for liquidated damages.
    - e. Set-offs for reinspection payments.
    - f. Extended engineering and/or inspection services and inspection overtime.
    - g. Excessive shop drawings review cost by the Owner or Design Engineer.
    - h. Other adjustments.
  3. Total Construction Price, as adjusted.
  4. Previous payments.
  5. Remaining payment due.
- C. Owner will prepare a final Change Order reflecting approved adjustments to the Construction Price which were not previously made by Change Orders.

## **1.14 FINAL APPLICATION FOR PAYMENT**

- A. Contractor shall submit the final payment application reflecting the agreed upon information provided in the final statement of accounting.

## **PART 2 PRODUCTS**

### **2.01 SPARE PARTS**

- A. Owner may request advanced delivery of spare parts, maintenance products, and special tools.
  - 1. Deduct the delivered items from the inventory list and provide transmittal documentation.
- B. Prior to Substantial Completion, arrange to deliver spare parts, maintenance products, and special tools to Owner at a location onsite chosen by Owner.
  - 1. Provide itemized list of spare parts and special tools that matches the identification tag attached to each item.
  - 2. Owner will review the inventory and the itemized list to confirm it is complete and in good condition prior to signing for acceptance.

## **PART 3 EXECUTION**

### **3.01 SUPPLEMENTS**

- A. The supplements listed below, following “End of Section,” are a part of this Section.
  - 1. Equipment Summary Form

END OF SECTION

**SECTION 01\_77\_00 – SUPPLEMENT 1**

**EQUIPMENT SUMMARY FORM**

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**EQUIPMENT SUMMARY FORM**

1. EQUIPMENT ITEM \_\_\_\_\_
2. MANUFACTURER \_\_\_\_\_
3. EQUIPMENT TAG NUMBER(S) \_\_\_\_\_
4. LOCATION OF EQUIPMENT \_\_\_\_\_
5. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. NAMEPLATE DATA -  
 Horsepower \_\_\_\_\_  
 Amperage \_\_\_\_\_  
 Voltage \_\_\_\_\_  
 Service Factor (S.F.) \_\_\_\_\_  
 Speed \_\_\_\_\_  
 ENC Type \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Other \_\_\_\_\_
7. MANUFACTURER'S LOCAL REPRESENTATIVE  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

8. MAINTENANCE REQUIREMENTS:

Maintenance Operation	Frequency	Lubricant (if applicable)	Comments
(List each operation required. Refer to specific information in Manufacturer's Manual, if applicable)	(List required frequency of each maintenance operation)	(Refer by symbol to lubricant list as required)	

9. LUBRICANT LIST:

Reference Symbol	Conoco Phillips	Exxon/Mobil	BP/Amoco	Other (List)
(Symbols used in Item 7 above)	(List equivalent lubricants, as distributed by each manufacturer for the specific use recommended)			

10. SPARE PARTS (recommendations) \_\_\_\_\_  
\_\_\_\_\_

11. COMMENTS \_\_\_\_\_  
\_\_\_\_\_

12. GENERAL INFORMATION:

Date Accepted\*: \_\_\_\_\_  
 Expected Life\*: \_\_\_\_\_  
 Project Name & Number: \_\_\_\_\_  
 Owner: \_\_\_\_\_

13. WARRANTY:

Start Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Prorated: \_\_\_\_\_

**SECTION 01\_79\_23**

**INSTRUCTION OF OPERATION AND MAINTENANCE PERSONNEL**

*[This section will be developed collaboratively with Contractor, Owner, and Design Engineer during Preconstruction Services before Construction Price Proposal.]*

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# Attachment 2—Phase II Construction Price and Construction Specified General Conditions Cost Summaries

# Attachment 3—Schedule of Values

# Attachment 4—Project Baseline Schedule

# Attachment 5—Drawings and Specifications for the Work

# Attachment 6—List of Allowances



# Attachment 7—Subcontractor Procurement Plan

# Attachment 8—Performance Testing Protocols

# Attachment 9—Commissioning Protocols

# Attachment 10—Phase II Notice to Proceed

# Attachment 11—Project Technical Performance Requirements

# Attachment 12—Phase II Technical Scheduling Requirements

**Attachment 13—Submittal Specifications – N/A**

# Attachment 14—CMAR’s Hourly Rate Schedule



**Attachment 15—Escrow Agreement – N/A**

# Attachment 16—Insurance and Bond Requirements

**Attachment 16.1—Owner’s/Contractor’s Controlled Insurance Program – N/A**

# Attachment 17—Payment Bond Form

# Attachment 17.1—Performance Bond Form

# Attachment 18—Supplemental Conditions

# Attachment 19—SBE/MBE/WBE/DBE/LBE Requirements

# Attachment 20—Federal, State, or Local Procurement Guidelines



# Attachment 21—Davis-Bacon and Other Wage Requirements

# Attachment 22—Insurance Certificates

**Attachment 23—CMAR Schedule of Qualifications,  
Assumptions, Clarifications, and Exclusions**

**Attachment 24—Sales, Consumer, Use, and Similar Taxes for the Work Included in the Phase II Construction Price – N/A**

# Attachment 25—Equipment Rates

# Attachment 26—Negotiated Support Services Breakdown

# Attachment 27—Apprenticeship Requirements

## Exhibit F—Initial Schedule of Work



# Exhibit G—Project Technical Scheduling Requirements

## **Exhibit H—Preconstruction Phase Services Hourly Rate Schedule**

# Exhibit I—Project Technical Performance Requirements

## Exhibit J — Cost Responsibility Matrix

**COST RESPONSIBILITY MATRIX (03/27/2024)**

**Kitsap County, Washington - GC/CM Services**

This Cost Responsibility Matrix defines the allocation of certain categories of costs expected for Kitsap County's ("Owner") CKTP Solids and Liquid Hauled Waste Upgrades Project. The checked box indicates how Proposers should apply the designated costs in their Final Proposal Form and how these costs are treated under the Contract Documents. All defined terms and "Item" descriptions are more explicitly defined in the Contract Documents. Proposers should refer to the RFQ, RFP, the GC/CM Agreement and Contract Documents, including all Addenda, to ascertain Project scope requirements and further details. This Matrix is not all-inclusive. In the event there are omissions in this Matrix, or any conflicts between the Matrix and the other Contract Documents, the Contract Documents shall prevail.

#	Item	PSC <sup>1</sup>	COW <sup>2</sup>	Fee <sup>3</sup>	SGC <sup>4</sup>	NSS <sup>5</sup>	Owner <sup>6</sup>
<b>RCW 39.10 Selection Process</b>							
1	Participation in GC/CM selection process, including attendance at site walk and interviews			X			
2	Fee Proposal preparation			X			
3	Review of GC/CM solicitation documents			X			
<b>Preconstruction Phase (see Preconstruction Services Scope of Work)</b>							
4	Design review and participation	X					
5	Value engineering analysis and reviews	X					
6	Constructability analysis and reviews	X					
7	Scheduling	X					
8	Estimating	X					
9	Analysis of market conditions	X					
10	Review and implementation of possible product substitutions	X					
11	Review of major equipment package procurement strategies	X					
12	Updating BIM models supplied by Owner/Engineer for cost estimating purposes	X					
13	Consultants engaged during Preconstruction Phase, if any	X					
14	Other technical and administrative tasks during Preconstruction Phase	X					
15	Selective Demolition during preconstruction phase (Reimbursable Cost)	X					
<b>Preconstruction Phase - Subcontracting (Pre-GMP)</b>							
16	Subcontractor bid planning and development of Subcontracting Plan	X					
17	Development of Subcontractor bidder interest	X					
18	RCW 39.10 alternative Subcontractor selection process, if used	X					
19	Preparing, analyzing and finalizing Subcontractor bid packages	X					
20	Advertising Subcontractor bid packages (unless paid by Owner)	X					
21	Subcontractor bid document reproduction, if any (unless paid by Owner)	X					
22	Subcontractor and supplier bid analysis, qualifications review, and award recommendation	X					
23	Efforts to increase participation in project by W/MBE firms	X					
<b>GMP Amendment</b>							
24	Development of GMP Proposal	X					
25	Negotiation of GMP Amendment following GMP Proposal			X			
<b>GC/CM Fee for Construction Phase</b>							
26	Corporate overhead			X			
27	Profit			X			
28	Project Executive			X			
29	Costs associated with retesting of Defective Work, if any			X			
30	Liquidated damages, if any			X			
<b>Staff During Construction Phase</b>							
31	Project Manager(s)				X		
32	Superintendent				X		
33	Project Engineer(s), including Safety Engineer				X		
34	Scheduler				X		
35	Estimator				X		
36	Start-up Coordinator				X		
37	Closeout Specialist				X		
38	Consultants				X		
<b>Subcontracts - Post-GMP Amendment</b>							
39	Subcontractor bidding process post-GMP				X		
40	Subcontract administration and coordination				X		
<b>Permits</b>							
41	Initial building permit and fees						X
42	Project-specific permits not included in Subcontractor packages (unless paid directly by Owner)					X	
43	Subcontractor permits included in Subcontractor packages		X				
<b>Costs of the Work During Construction</b>							
44	Subcontract costs		X				
45	Self-performed Work awarded via subcontract package		X				
46	Self-performed Work awarded on negotiated basis (including NSS)		X			X	
47	Material costs (unless negotiated as NSS)		X				
48	Equipment and supplies incorporated in the Work (unless negotiated as NSS)		X				
49	Mock-ups required by the Contract Documents and document reproduction costs		X				
<b>General Conditions and Administration</b>							
50	Administration during construction				X		
51	Scheduling, including schedule development and updates				X		
52	Estimating				X		
53	Accounting				X		
54	Cash flow analysis				X		
55	Communications and coordination				X		
56	Management of Negotiated Support Services				X		
57	Attendance at regular meetings				X		
58	Preparation of meeting minutes during construction				X		
59	Application for Payment preparation and deliverables				X		
60	Change Order preparation, negotiation, and tracking				X		

#	Item	PSC <sup>1</sup>	COW <sup>2</sup>	Fee <sup>3</sup>	SGC <sup>4</sup>	NSS <sup>5</sup>	Owner <sup>6</sup>
61	RFI processing, administration, and tracking				X		
62	Management of regulatory requirements				X		
63	Review and processing of submittals, shop drawings and samples				X		
64	Coordination of laboratory testing				X		
65	Equipment and supplies related to Project management (phones, tablets, printers, etc.)				X		
66	Travel and subsistence for supervision assigned to Project				X		
67	Company-owned vehicles assigned to staff				X		
68	Gas, oil, maintenance for company-owned vehicles assigned to staff				X		
69	Cost of consultants during construction (if applicable)				X		
70	Coordination of Separate Contractors, if applicable				X		
<i>Site Support Services (if included in Subcontractor bids, then Cost of the Work)</i>							
71	Surveying					X	
72	Erosion control					X	
73	Dust control					X	
74	Weather protection					X	
75	Temporary heat, power and water use, including hook-up, meters and fees (unless paid by Owner)					X	
76	Temporary construction signs					X	
77	Fences and barricades					X	
78	Construction site office and general office supplies				X		
79	Cranes and hoisting					X	
80	Scaffolds and shoring					X	
81	Misc. equipment and supplies not incorporated in the Work (not including electronic equipment)					X	
82	Refuse collection, clean-up, removal and disposal					X	
83	Street cleaning					X	
84	Temporary sanitation					X	
85	Site security, including lighting					X	
86	Flaggers and traffic control					X	
87	Trench excavation safety provisions					X	
88	Selective demolition during construction					X	
89	Photo and/or video documentation					X	
<i>Electronic Equipment and Software</i>							
90	Project-specific electronic equipment at site, including phones and tablets				X		
91	All other non-Project-specific equipment and software (including license fees, Procore, etc.)			X			
<i>Safety and Quality Control</i>							
92	Administration of the Project safety program (see Contract Documents for details)				X		
93	Quality control during construction				X		
<i>Owner Support</i>							
94	Funding support, if applicable				X		
95	Reporting / Project documentation				X		
96	Other - TBD				X		
<i>Taxes</i>							
97	Washington State Sales Tax (WSST) paid on Contract Sum						X
98	All other taxes (e.g., use taxes, B&O, income taxes, etc.) except WSST			X			
<i>Insurance and Bonds</i>							
99	Builder's risk insurance premiums					X	
100	Builder's risk insurance deductibles (if GC/CM responsibility per Contract Documents)			X			
101	Premiums for all contractually-required and other GC/CM insurance (except builder's risk)			X			
102	Statutory payment and performance bonds (GC/CM)			X			
103	Statutory payment and performance bonds (Subcontractors)		X				
104	All other Subcontractor risk management tools (additional bonds, default insurance, etc.)			X			
<i>Closeout</i>							
105	Punchlist preparation, monitoring, and administration					X	
106	Preparation of closeout documentation and record documentation				X		
107	O&M manuals				X		
108	General contract closeout support				X		
109	Commissioning support					X	
110	Commissioning agent					X	
111	Final cleaning (unless negotiated as NSS)		X				
<i>Correction of Work and Warranty Periods</i>							
112	Costs associated with correction of defective Work during correction and warranty periods, if any			X			
113	Costs associated with warranty support and services during applicable warranty period			X			
<i>General</i>							
114	Owner's project management consultant						X
115	Architectural and engineering services (other than any design-build components)						X
116	Testing and laboratory services required by the Contract Documents		X				
<b>LEGEND</b>							
<sup>1</sup> "PSC" = Preconstruction Services Cost							
<sup>2</sup> "COW" = Cost of Work (Subcontract bid packages, self-perform Work including NSS)							
<sup>3</sup> "Fee" = Construction Manager's Fee							
<sup>4</sup> "SGC" = Specified General Conditions							
<sup>5</sup> "NSS" = Negotiated Support Services (component of the Cost of the Work)							
<sup>6</sup> "Owner" = Costs to be incurred by the Owner							

# Exhibit K — RFQ, RFP, CMAR’s Response to RFQ, CMAR’s Final Proposal Form



## **RFPP Attachment B Forms for Price Proposal**

The following forms are provided for Shortlisted Respondent to complete and submit with its Price Proposal per requirements of Section 3.

Form 1. Bidder Responsibility Checklist Form

Form 2. Fee and SGC Costs Proposal Form

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Initials of Proposer's Representative: \_\_\_\_\_

March 28, 2024





**Form 1. Bidder Responsibility Checklist Form**

*Shortlisted Respondents shall note that the use of “Bidder” or “bidder” means “Shortlisted Respondent” and any reference to “bid” means “Price Proposal.”*

The following checklist will be used to document that the Bidder meets the bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

General Information	
Project Name:	Formal Bid Contract Number:
Bidder's Business Name:	Bid Submittal Deadline:
Contractor Registration	
License Number:	Status Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Contractor Infraction List	
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Current UBI Number	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number:	
Provide a copy of latest correspondence containing bidder's account number with Employment Security Department. Do not provide document containing personal information such as social security numbers.	

Initials of Proposer's Representative: \_\_\_\_\_

March 28, 2024



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

State Excise Tax Registration Number	
Tax Registration Number:	Account Status:    Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding	
Has the Bidder been listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries in the last two (2) years?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Bankruptcy	
Has the Bidder declared Bankruptcy in the last five (5) years?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Information Supplied by:	
Print Name of Bidder Representative:	Date:

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

Initials of Proposer's Representative: \_\_\_\_\_

March 28, 2024



**Form 2. Fee and SGC Costs Proposal Form**

TO: Kitsap County  
 Purchasing Office  
 Glen McNeill, Purchasing Department Supervisor  
 614 Division Street, MS-7  
 Port Orchard, WA 98366

The undersigned submits the following Proposal.

**PROPOSAL:**

Pursuant to and in compliance with the Request for Price Proposals, the undersigned certifies, having carefully examined the draft contract documents (Attachment A – Draft Contract) and conditions affecting the work, and being familiar with the site; proposes to furnish all labor, materials, equipment and services necessary to complete the work, as follows:

Description of Bid Item:	Percentage	Total Estimated MACC	Bid Amount
A. Specified General Conditions (SGC) Costs			\$ _____ (1)
B. Fee on Specified General Conditions (Percent Fee)	_____ %		\$ _____ (2)
C. Fee on MACC	Percentage as indicated in (B) %	\$ <u>90,253,188</u>	\$ _____ (3)
<b>Total Proposal Amount (A + B + C Bid Amounts):</b>			\$ _____
Notes: (1) SGC Costs based on draft Division 01 Owner's Requirements and Cost Responsibility Matrix (2) Bid Amount = SGC Costs (A) x Fee (B) (3) Fee on MACC = Percent Fee x Total Estimated MACC			

Initials of Proposer's Representative: \_\_\_\_\_

March 28, 2024



**SALES TAX:**

None of the sums stated in the foregoing include Washington State Sales Tax.

**SPECIFIED GENERAL CONDITIONS COSTS**

Proposed Specified General Conditions Costs may be negotiated with selected Contractor prior to award of GC/CM Agreement to be the Specified General Conditions Costs incorporated in Paragraph 6.3 of the GC/CM Agreement. Shortlisted Respondent shall express its price to the nearest dollar. Price shall be based on the following:

- Exclusive of Fee;
- 42-month construction duration (Phase II Notice to Proceed to Final Completion Date);
- The Cost Responsibility Matrix as provided in Exhibit J of the draft GC/CM Agreement; and
- The draft Division 01 (Owner’s Requirements) Specifications as provided in Attachment 1 (Scope of Work) of Exhibit E (Phase II Construction Price Amendment) of the draft GC/CM Agreement.

**PERCENT FEE**

Proposed Percent Fee may be negotiated with selected Contractor prior to award of GC/CM Agreement to be the CMAR’s Fee incorporated in Paragraph 6.3 of the GC/CM Agreement. **Respondent shall express its percentage fee to two decimal places, such as X.XX%.**

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The undersigned agrees, if awarded the Contract, to complete the Work of the Contract within the number of calendar days specified in the GC/CM Agreement, and also agrees to the amounts specified for Liquidated Damages in the GC/CM Agreement.

**CONTRACT AND BOND:**

For the purposes of calculating the cost of the Payment and Performance Bonds and insurance, the bidder shall assume an estimated MACC as referenced above in this Fee and SGC Costs Proposal Form.

If a MACC is agreed to between Owner and Respondent a Total Contract Cost (TCC) will be established by Owner consisting of the negotiated MACC, the fixed dollar amount bid for Specified General Conditions Work, and the Percent Fee based on the negotiated MACC and Specified General Conditions. The undersigned agrees to execute a contract for the above work for the TCC on the GC/CM Agreement form provided with the Request for Final

---

Initials of Proposer’s Representative: \_\_\_\_\_

March 28, 2024



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

Proposals (RFFP) issued by the Owner, and to furnish bonds and evidence of insurance as required by the Contract Documents.

Respondent's Business Name			
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation: _____) <input type="checkbox"/> Other			
Business Address:	City:	State:	Zip Code:
Business Telephone Number:	Business Fax Number:	Business E-mail Address:	
State of Washington numbers for the following:			
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:	
Receipt is hereby acknowledged of RFFP Addenda No(s): ____ ____ ____ ____ ____			

**REPRESENTATIVE AUTHORIZED TO SIGN FOR RESPONDENT:**

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

Initials of Proposer's Representative: \_\_\_\_\_

March 28, 2024