



**WHITE SALMON  
VALLEY POOL**

**WHITE SALMON VALLEY POOL METROPOLITAN PARK DISTRICT  
REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**STEP 1: QUALIFICATIONS GENERAL**

**CONTRACTOR/  
CONSTRUCTION MANAGER (GC/CM)**

**COMMUNITY POOL PROJECT**

**DATE DUE: February 19, 2021 at 10:00 AM**

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**REQUEST FOR PROPOSAL**

**PROPOSAL CERTIFICATION FORM**

The undersigned provider hereby certifies as follows:

1. I read the White Salmon Valley Pool Metropolitan Park District's Request for Qualifications and Proposal and the following Addenda and to the best of my knowledge I complied with the mandatory requirements stated herein.

Addenda Number	Issue Date
_____	_____
_____	_____
_____	_____

2. I had the opportunity to ask questions regarding the Request for Qualifications and Proposal, and that if such questions have been asked; they have been answered by the District.
3. That the proposer's response is valid for 90 days.

Dated at \_\_\_\_\_, this \_\_\_\_\_ of \_\_\_\_\_ 2021.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(UBI Number)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

## 1.0 INTRODUCTION

White Salmon Valley Pool Metropolitan Park District (the District) is requesting statements of qualifications and proposals from General Contractor/Construction Manager (GC/CM) firms to support the District's Project Team to provide preconstruction and construction services for the Community Pool Facility Project.

The District intends to select a single GC/CM firm for the project under this procurement.

The selection of the GC/CM firm for these services will proceed in the following manner in four (4) DISTINCT STEPS:

- The District will receive STEP 1 - Statements of Qualifications (**SOQs**) no later than **February 19, 2021 at 10:00 a.m. (Pacific)**.
- **Step 1:** SOQs will be Group Evaluated by the District's Selection Panel, resulting in a short-list of qualified firms that will be selected to proceed into STEP 2 - Interviews. The Step 1 scoring session is an open table for general comments by any member of the committee regarding any one of the applicants. The Facilitator will take notes on the comments shared. Following selection of the winning GC/CM, these notes will be made available upon request to applicants that in the end are not selected.
- The District will conduct **STEP 2 - Interviews** with the selected short-listed firms, pursuant to the schedule outlined in this RFP, in order to Group Evaluate and select finalist firms to submit price proposals. Beginning with the first criteria and scoring one firm at a time, the committee will score all firms until all have been scored in each criteria. The committee will be advised to score with the intention so that the final outcome best reflects the sentiment of the committee.
- The District will then invite finalists to submit at **STEP 3 - Sealed Price Proposals**. Sealed Price Proposals will be accepted by the District no later than **March 17, 2021 at 10:00 a.m. (Pacific)**.
- **STEP 4:** The Facilitator will review the final scoring tabulation worksheet to ensure its accuracy and certify with signature and date that the contents of the final scoring tabulation is accurate and reflects the review and the consensus reached by the Scoring Committee, even if not unanimous. The successful GC/CM Firm will be announced within five business days of the opening of Sealed Proposals.

## 2.0 SCHEDULE

### 2.1 Schedule of Activities

<b>SCHEDULE</b>	
<b>Date</b>	<b>Selection Process</b>
<b>February 3, 2021</b>	<b>RFP Documents issued</b>
February 3, 2021	Advertisement for Request for Proposal Published (First Publication)
February 5, 2021	Advertisement for Request for Proposal Published (Second Publication)
February 10, 2021	Pre-Proposal Conference at 10:00 a.m. (Pacific)
February 12, 2021	Last Day for STEP 1 Questions at 2:00 p.m. (Pacific)
February 15, 2021	Last Addendum Issued for STEP 1
<b>February 19, 2021</b>	<b>STEP 1: Submittal of Statements of Qualifications due at 10:00 a.m. (Pacific)</b>
Approx. February 23, 2021	STEP 2: Notice to Shortlisted Firms (including contract documents)
February 26, 2021	Last Day for STEP 2 Questions at 2:00 p.m. (Pacific)
March 1, 2021	Last Addendum Issued for STEP 2
March 5, 2021	<b>Submittal of documents required under RFP Section 7.4 – 1.1 due at 2:00 p.m. (Pacific) prior to STEP 2 Interviews</b>
<b>March 9, 2021</b>	<b>STEP 2: Interviews</b>
March 11, 2021	STEP 3: Notice to finalists
March 12, 2021	Last Day for STEP 3 Questions at 2:00 p.m. (Pacific)
March 15, 2021	Last Addendum Issued for STEP 3
<b>March 17, 2021</b>	<b>STEP 3: Sealed Price Proposals due at 10:00 a.m. (Pacific)</b>
March 19, 2021	Notice to Apparent Successful Firm
March 26, 2021	Conclude Negotiation of Pre-Construction Agreement
Approx. March 31, 2021	NTP to GC/CM for Pre-Construction Services (Interim Contract)
Approx. March 31, 2021	WSVPMPD Approval Process for Preconstruction and Construction Contract (anticipated)

### 2.2 Pre-Proposal Conference

**A mandatory Pre-Proposal meeting will be held at the site located adjacent (west) to the Early Learning Center at 520 NW Loop Rd. White Salmon, WA 98672 at 10:00 AM PST, February 10, 2021. In order to maintain COVID-19 restrictions limiting gatherings to no more than 15 persons, you will be required to register to attend the Pre-Proposal meeting. Please limit your attendance to one (1) person from each firm. Please email [cfernandez@planbconsult.net](mailto:cfernandez@planbconsult.net) to register. If we reach capacity at 10:00 AM, we reserve the right to hold an additional Pre-Proposal meeting for additional attendees. Please note that face masks and social distancing will be required.**

### 3.0 QUESTIONS AND COMMUNICATION

All communication and/or questions shall be submitted electronically by e-mail at the dates and times indicated herein to:

Project Manager

Gerard Mulrooney

PlanB Consultancy, Inc.

696 McVey Ave, Suite 202, Lake Oswego, OR 97304

gmulrooney@planbconsult.net

All questions must be submitted electronically by e-mail by the date and time indicated in Section I, Item 2.0. Reference the project name in the subject of your email. The District will consider no telephone or in-person inquiries, except at the interviews for those firms making the short-list.

The deadline for submitting proposals is 10:00 AM on Friday, February 19, 2021.

Due to State mandated social distancing regulation, email one (1) electronic copy of your proposal to WSVMPD's Project Manager, Gerard Mulrooney at gmulrooney@planbconsult.net. Proposals must be received by WSVMPD's Project Manager no later than 10:00 AM, Friday, February 19, 2021.

Only electronically transmitted Proposals will be accepted. Proposals received after the specified date and time will not be considered. Material submitted by the proposer shall become the property of WSVMPD unless otherwise specified. Proprietary information should be segregated and clearly identified so that it may be kept confidential, to the extent permitted by the Washington Public Records Law.

**In the event that a firm attempts to contact any official, employee, or representative of White Salmon Valley Pool Metropolitan Park District about the project in any manner contrary to the above requirements, said firm may be disqualified from further consideration.**

This prohibition does not apply to:

- Telephone calls to the District to request copies of this RFP, to confirm attendance, or request directions relative to an interview notification received from the District;
- Delivery of written questions about the proposal;
- Discussion at the pre-proposal conference and interview;
- Delivery of the firm's proposal; and
- Discussions about other projects.

### 4.0 BACKGROUND

The White Salmon Pool was built in the 1930's and had been operated and maintained by the City of White Salmon for many years for the pleasure of residents and guests. Unfortunately, over the years it deteriorated to such a point that by the summer of 2019 it could not be safely reopened again. In 2018 the White Salmon Valley Pool Metropolitan Park District (WSVMPD) was created by the voters of the district to build, operate, and maintain a pool for the White Salmon Valley Community.

Since February 2019, the White Salmon Valley Pool Park District (MPD) has been working with the White Salmon Valley School District (WSVSD) toward an agreement to build a new pool facility on an unused school parcel located between the School District bus barns to the north and the Early Learning Center/Loop Road to the south. This site is ideal for the new pool for many reasons, including:

- It is a relatively large area poorly suited to other school uses
- It is easily accessible on a familiar 'Safe Route to School'
- It is easily accessible to the nearby assisted living complex
- It is relatively central to the entire Park District and highly visible
- It will support water-based programs (swim lessons, swim teams, classroom projects) for grades 4-12
- It will easily support about 35 additional parking spaces in addition to other future uses
- It will be an important and valuable asset for the school district at no cost to the district
- There is ample room on the site for additional facilities, such as a future community center

Additional information including the initial concept design can be found at the District's designated website: <https://www.whitesalmonvalleypool.org/>.

**Anticipated Project Timeline:**

The project schedule targets completion of construction in April 2022 in order to open for the Spring/Summer Season 2022. There are currently 4 months allocated in the project schedule for design.

It is the intent of WSVMPD to incorporate the use of Early Bid Packages for the Site and Foundation work.

Advertise RFP, Review, Select GC/CM	February 3, 2021 – March 31, 2021
Schematic Design Completion	April 15, 2021 (Approximate)
Sitework Building Permit Process	March 15, 2021 – May 15, 2021 (Approximate)
Structure Building Permit Process	March 15, 2021 – June 15, 2021 (Approximate)
Design Development	April 15, 2021 – June 1, 2021 (Approximate)
Early Release Subcontractor Sitework Bid Packages	May 15, 2021 - June 15, 2021 (Approximate)
Construction: Early Release Sitework Packages	June 15, 2021 – July 31, 2021 (Approximate)
Construction Documents	June 30, 2021 (Approximate)
Negotiate GMP	July 2021 (Approximate)
Subcontractor Structure Bid Packages	July 2021 (Approximate)
Construction: Structure	August 1, 2021 – April 2022 (Approximate)

## 5.0 PROJECT INFORMATION

The White Salmon Valley Pool Metropolitan Park District (District) is soliciting qualifications and proposals from experienced firms for Pre-Construction and Construction services for the Community Pool Facility Project. The District intends to award a contract utilizing an alternative construction procurement (GC/CM) process authorized under the Revised Code of Washington, Chapter 39.10. This is STEP 1 in the competitive selection process required by the statutory procedure to select a General Contractor /Construction Manager (GC/CM) for the Project. The District has obtained specific project approval from the Washington State Capital Projects Advisory Review Board (CPARB) Project Review Committee (PRC) to utilize the GC/CM delivery method on the Project.

### 5.1 Deliverables

The selected GC/CM firm will be responsible for coordination and management of the construction process and be a member of a team that includes the District's project staff, construction project management firm, design team and other project consultants. The GC/CM firm must be skilled in, oriented toward, and committed to a partnership with other team members and a collaborative approach to delivering the project. The GC/CM firm must engage in proactive communication with all project team members, have a proactive approach to problem solving, constructability, and understanding/maintaining design integrity from the earliest stages of design through the last stages of construction. The GC/CM firm must be skilled in developing schedules, preparing accurate construction cost estimates (including life cycle costing for building energy efficiency), performing value engineering, analyzing alternative designs, understanding construction means, methods and techniques (including specialized knowledge for phased building relocations), performing constructability reviews, sequencing of work, and coordinating and communicating the activities of the team throughout the design and construction phases to all members of the construction team.

The GC/CM for the Project will provide Preconstruction Services, bringing expertise and experience that will assist in decision making, prequalification of specialized subcontractors, and providing services for cost estimating, forecasting labor and material price escalation, value analysis, constructability review, budget and schedule control, and sequencing of the project components. The District intends that the GC/CM will provide Preconstruction Services and serve as general contractor, providing construction services and construction management to implement and deliver the Project. A Scope of Work for Preconstruction Services is included as **Attachment 1 – Exhibit A** to this RFP.

Lloyd DeKay, Commissioner #1 and President, and Steve Harris, Commissioner #5, are the District's Designated Representatives. PlanB Cost Consultancy, LLC, is the District's Project Manager (PM). The design team is led by the ALSC Architects and will develop the specifications and drawings for the project to be incorporated into the construction documents.

**Please note that the District will select the successful firm based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive minor irregularities and informalities, and make the awards in its best interest.**



## 6.0 SELECTION PROCESS

### 6.1 Method of Selection

It is the intention of the District to select a GC/CM through the formal process authorized under RCW 39.10. It is the responsibility of each proposer to review and understand the requirements of RCW 39.10 and the requirements of this RFP. The procurement of these services will proceed as described below.

The District will review all proposals and select one firm based upon the best interests of the District all factors considered. The District reserves the right to conduct interviews with any number of finalists.

#### STEP 1: STATEMENT OF QUALIFICATIONS (SOQ)

Qualifications shall be submitted to PlanB Cost Consultancy, LLC, where they will be evaluated by the GC/CM Selection Panel. The GC/CM Selection Panel will assign a numerical point total for each SOQ according to the criteria and numerical point system described in "Evaluation Criteria" in Section 7.3 of this RFP.

#### STEP 2: INTERVIEW

A selected number of GC/CM Firms submitting the highest ranked Statement of Qualifications in Step 1 will be invited to participate in interviews (Step 2). Short-listed Finalists will be provided with Bid Instructions, the Pre-Construction Services Agreement form, the Construction Services Agreement form, design information and other pertinent information.

Interview: The GC/CM Selection Panel will interview short-listed firms and Group assign a numerical point total for the oral interviews according to the criteria and point system described in "Evaluation Criteria" in Section 7.4 of this RFP.

#### STEP 3: PRICED PROPOSAL

Final Proposals: Of the short-listed firms invited to interview, the selected finalists from the STEP 2 interview will be invited to submit final sealed price proposals for their Contractor's Fee and Specified General Conditions on the Bid Form included in the Bid Instruction Document. The proposers will be asked to prepare sealed bids for the Contractor's Fee, which is the percentage amount to be earned by the GC/CM as overhead and profit based on an estimated (preliminary) Maximum Allowable Construction Cost (MACC), and the Contractor's Specified General Conditions. The firms shall submit a breakdown of the Specified General Conditions on a form to be issued by the District.

Contract Award: Upon selection of the highest ranked firm, it is the District's intention that the apparent successful GC/CM Firm and the District shall negotiate and execute the Preconstruction Services Agreement that is provided to the short-listed firms.

MACC Negotiations: When the scope of the project is adequately defined (as determined by the

District), the MACC will be negotiated between the District and the apparent successful GC/CM firm. MACC negotiations will occur no earlier than when the design is 90% complete. The Guaranteed Maximum Price (GMP) will be determined from the negotiated MACC. The GMP includes the MACC, specified general conditions, fee, and negotiated support services, but does not include preconstruction services and Washington State Sales Tax. The GC/CM firm will be required to provide a performance and payment bond for the GMP at the time of executing the agreement for construction services.

MACC negotiations are separate from Preconstruction Work. The GC/CM firm shall not be reimbursed for the work related to MACC negotiations.

In the event the District and the GC/CM fail to negotiate a MACC for the project, the negotiation process will be terminated, and the compensation made during the preconstruction phase shall represent full and final payment for all work performed. The District may then begin negotiations with the next highest ranked firm and continue until an agreement is reached or the process is terminated. The District also reserves the right at its sole discretion to revert to a competitive bidding process at any time.

## 6.2 Notifications

The District will provide timely notifications of the following actions to firms responding to the Request for Proposals as follows:

1. Selection of short-listed firms for interviews;
2. Firms not short-listed;
3. Interview times and dates for each short-listed firm for interview;
4. Selection of apparent most qualified GC/CM firm;
5. Board approval;
6. Notice of cancellation of GC/CM process.

## 6.3 White Salmon Valley Pool Metropolitan Park District Right to Reject

The District reserves the right to reject any and all proposals and re-advertise the RFP at any time prior to approval of the recommended firm and the negotiated agreement. All costs incurred in the preparation of the Request for Proposal process shall be borne by the proposing firm. **Proposals submitted in response to this Request for Proposal shall become the property of the District and be considered public documents under applicable Washington State laws.**

The District reserves the right to modify the scope of services as a result of the written submittals and/or interviews.

## 6.4 Procedures Requirements

Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

## 7.0 SUBMITTAL REQUIREMENTS

### 7.1 Step 1: Statement of Qualifications Submittal Requirements

**SUBMITTAL METHOD:** The proposing firm, joint venture or other form of association ("firm") shall submit one ELECTRONIC copy of their proposal for the project sent via e-mail to [gmulrooney@planbconsult.net](mailto:gmulrooney@planbconsult.net). The Subject Line of the e-mail shall note the Project Title. Please combine sections below into one .PDF with each section bookmarked within the **.PDF**.

Each proposal shall be no longer than twenty (20) 8.5"X 11" pages with a font size of 11. A two-sided page counts as two pages. Key personnel resumes, cover letter, tabs and/or dividers do not count towards the page limit of 20-pages. The information requested shall be submitted in a clear and concise manner and organized in a manner that will enable the GC/CM Selection Panel to quickly access pertinent information.

1. Project cut sheets, including photos, are included in the page limits. Submittals exceeding the page limits may be considered non-responsive.
2. **Please Note:** In preparing the firm's submittal, the proposing firm shall clearly identify the designated person of record responsible for any referenced project. If the proposing firm is representing an individual's experience while employed at another firm, the firm of record for the project and the individual's role shall be clearly identified.
3. In preparation of the Submittal, the firm's ability to include effective plans and practices to respond to the WSVPMPD Comprehensive Plan and Guiding Principle, Section 1.3 Values, and an active and effective DBE hiring and subcontractor inclusion plan throughout the project is important to the District. White Salmon is a part of a vibrant community that is fully supporting this community project. **Describe how you intend to provide outreach to both local and MWBE subcontractors for this project.**

### 7.2 Contents of the Proposal

1. Signed Proposal Certification Form (page 3 of the RFP). This does not count towards the page limit.
2. Table of contents.
3. Separate section with a tab: Letter of Interest.

The letter of interest may contain any information not shown elsewhere in the proposal.

4. Separate section with a tab: Project Team.

Describe the ability of the proposed GC/CM team's professional personnel, including the organization of the team, the responsibilities of the prime firm, and each member of the joint venture, if a joint venture is proposed. At a minimum, include the following:

- a. A statement describing the nature of the GC/CM; i.e., a prime contractor, joint venture, etc. Additionally, provide a listing of the firms that comprise the GC/CM team and their relative involvement in the project. List projects where the team members have had prior experience in working together.
- b. An organizational chart.
- c. Proposed staffing requirements for the GC/CM team and key individuals to be assigned to this project whether as a member of a prime firm, joint venture or other proposed arrangement. Provide detailed description of related experience. List the title of the position, the name of the individual to be assigned, the extent of involvement of the assigned individual during each phase of the project expressed as a percentage (100%= full time). At a minimum, this information should be provided for the following:
  - a. Project Manager
  - b. Superintendent
  - c. Project Engineer(s)
  - d. Lead Estimator

Address specifically the GC/CM's staffing for cost estimating and value engineering and constructability responsibilities for structural, mechanical, and electrical systems.

- d. Discuss the experience and skills the GC/CM team members would bring to the Project. Specifically address experience with projects of similar complexity or challenges, issues, program or building type, or unique conditions relevant to the WSVMPD Community Pool Facility Project.
- e. Proper registration and/or license numbers in the State of Washington. See RCW 18.27.020.

5. Separate section with a tab: Statement of Qualifications.

Submit qualifications in a clear and concise manner that convey **all** the information sought.

- a. Provide detailed "Project Example" information to support the information provided in Item 6, GC/CM Experience/Approach, noted below. Emphasize projects performed by key staff identified in the Statement of Qualifications. The firm's project personnel shall include the project manager and other key staff involved in the project. References (1 to 3 per project) shall be persons familiar with the project work and your firm's work, and may include representatives of the District, the architect, District's project manager or prime contractor (if firm's work was done as a sub-contractor).
- b. Show relevant projects performed by each of the individuals covered in Items 4.c. and 4.d. above. Resumes of your team's key personnel that will be assigned to the project should be submitted. Full resumes should be included in an appendix. If possible, each person for whom a resume is submitted should be listed on at least one Project Example above.

6. Separate section with a tab: GC/CM Experience/Approach.

Provide the following information in a clear, comprehensive, and concise manner.

- a. Past performance of the GC/CM team in completing projects of similar size, scope, and complexity. Please cross reference project examples from the Statement of Qualifications (Item 5 above) where possible. Clearly state which members of the proposing team has the experience in each area listed. Provide accurate and up-to-date references for each project who can objectively attest to your firm's performance in completing the work. Include projects that demonstrate your team's experience in:
1. GC/CM contracting or GC/CM-like contracting in the public/private sector; i.e. GMP, "Best Value" procurement.
  2. Community pool facilities of similar scope and complexity.
  3. Completing projects of similar type and scale.
  4. Completing projects involving complex construction phasing, tight schedule, restricted site conditions, construction amidst occupied buildings, construction during all seasons, procuring and managing subconsultants.
  5. Completing projects with voluntary and/or mandatory M/WBE goals and actual overall percentage results.

Submit a list of three (3) similar type and scale projects or equivalent experience, completed with proposed personnel; (at least 2 of which must be GC/CM), providing information on team performance on different project types. What was the original contract price? What was the final price? Explain the reasons for this difference. List the total change orders to the project and dollar value. Disclose and describe all claims on the project. For these projects, list the owner entity, owner contact person and current telephone and email, prime A/E designer, prime A/E contact person and current telephone and email.

- b. Describe the team's qualifications in these areas:
- i. Value engineering;
  - ii. Constructability reviews;
  - iii. Cost estimating including life cycle cost analysis;
  - iv. Scheduling
  - v. Minority inclusion and minority subcontractor and local subcontractor procurement
  - vi. Construction Administration, including: Document Tracking, Change Orders, Inspections and Testing, Quality Control and use of Construction Program Management software.

- c. Ability of the GC/CM Team to control the project schedule and complete the projects within budget. Explain how the team would develop a project budget and schedule during the preconstruction and construction phases to achieve success in completing the projects on time and within budget.
- d. Location of the firm. Describe the firm's proximity to the projects' locations and demonstrate your team's capability and experience in successfully completing construction projects in the area. Include a description of your success in working with local subcontractors and suppliers, permitting officials and design professionals.
- e. Recent, Current and Projected Workload. Describe the following: Your recent, current, and projected workload and explain how this project will be managed given your team's obligations to other clients; Your annual volume (in dollars) of construction for the past five years; Your anticipated volume for the current year and your plan for the next four years.
- f. Bonding Capacity. Provide your firm's bonding capacity and state the ability of the firm to bond this project. List the name, contact person, and telephone number of your bonding agent, and include a statement from your bonding agent pertaining to the ability to provide a bond for the project of up to \$3 million for WSVMPD Community Pool Facility Project.
- g. Preconstruction Services Approach. Describe how you would perform the services outlined in the Preconstruction Services Scope of Work. (Attachment 1 – Exhibit A). Provide a synopsis of your firm's approach to the following preconstruction responsibilities: design review and commentary, document coordination, constructability review and commentary, cost estimating, value engineering, site conditions and logistics, subcontract preparation and bid packaging including pre-bid minority and local subcontractor outreach and minority and local subcontractor procurement, as well as the bidding process that is at a minimum in compliance with statutory requirements and contract goals. Particular emphasis should be directed to cost estimating and ongoing constructability and means/methods review and consulting with the A/E teams. Provide a proposed staffing plan and preliminary budget for preconstruction services based on the assumed preconstruction services schedule noted below. (Note: This preliminary budget specifically for preconstruction services is to provide a general idea of the level of effort the proposer sees as necessary to perform the preconstruction services described in the Scope of Work and shall not be taken by the District as a bid by any proposer.)

- h. Construction Management Approach. Outline your approach to how you will manage and track construction change documentation, including the flow of communication to appropriate parties on this project. Outline how you will manage the construction, procurement/bidding, and installation activities. Describe your firm's approach to dispute resolution. Discuss the major challenges to successful completion of the project and how the Team proposes to approach them.
- i. Local Agencies having Jurisdiction. Describe your team's experience working with local Agencies having Jurisdiction.
- J. Quality Control. Provide a summary of your firm's approach to quality control during construction. In the summary include a description of the quality control organization you plan to employ, and the levels and authority of the individuals assigned quality control responsibility.
- k. Safety. Provide a summary of your team's accident prevention program and submit your team's Experience Modification Rate (EMR) and OSHA Lost Time Accident Rate for the past five years.
- l. Litigation. Provide a record of litigation, mediation or arbitration matters initiated by your firm or against your firm (in which you were a named party) for the last ten years, in the Pacific Northwest; Idaho, Washington State, Oregon.
- m. Complaints. Provide a record of complaints filed against your firm by regulatory agencies (i.e. WSHA, OSHA, L&I, EEOC, City of Seattle Office of Civil Rights, State of Wash. Office of Equal Opportunity, State of Washington OEO, Washington State Office of Minority and Women's Business Enterprises, or other similar entities in other states, for the last ten years in the Pacific Northwest: Idaho, Washington State, Oregon.

**7.3 Step 1: Statement of Qualifications Evaluation Criteria**

The following selection criteria will be the basis for STEP ONE Statement of Qualifications:

<b>Step 1: Statement of Qualifications Criteria</b>	<b>Points</b>
<b>Company Profile</b>	<b>5</b>
<b>Past performance of the firm on similar projects or equivalent experience</b> of similar scope and complexity delivered through GC/CM (or GC/CM-like delivery in the public or private sectors), including quality control, ability to control and monitor projects involving schedule dependencies on phased occupied sites, and ability to meet quality, schedule, and budget requirements, as well as your ability to self-perform work, your firm's proximity to the project, and the current and projected workload of the firm.	25
The abilities of the firm's <b>professional personnel</b> . Specifically, qualifications and experience of project team members assigned to this project to carry out preconstruction and construction services on similar projects or equivalent experience.	30
<b>Preconstruction and Construction management approach</b> , including your staffing plan and availability for preconstruction services. Your firm's approach to preconstruction value analysis, constructability, and cost analysis/cost control. Your firms approach to commissioning and project closeout as part of construction.	30
<b>Safety</b>	10
<b>Total STEP ONE</b>	<b>100</b>

Following an initial screening of the proposals the committee will Group select the most highly qualified firms to provide the services required for the proposed project. Selection will be based the evaluation criteria set forth. The firms/teams submitting proposals will be Group ranked and the committee will then recommend a short-list of most qualified firms who will be invited to interview.

**7.4 Step 2: Interviews**

1. Short listed firms will be required to provide the following additional qualifications and documents in advance of the interview:
  - 1.1 All questions, comments, or qualifications regarding the proposed Contract (Agreement), General Conditions, Supplementary Conditions, Preconstruction Services or Summary of Work.
2. Interviews with the short-listed firms will be conducted for the purpose of determining which of the short-listed firms are the most qualified for the project; which firms have the project personnel best able to complete the scope of services; which firms most fully understand and are able to perform the role of GC/CM as envisioned by the District.



- 2.1 Key personnel from proposing firms to be assigned to the project are required to be present at the interview. As part of the interview process, both the short-listed firms and their key personnel shall meet the selection criteria set out below.
- 2.2 In addition to the material requested herein, and information which may be requested by the Committee, the short-listed firms shall be prepared to demonstrate the firm's approach to management of the project based on their understanding of the contract for GC/CM services; the firm's ability to perform the services within a fully integrated professional team; and the GC/CM firm's past performance of similar services in similar team situations. Describe your preconstruction and construction diversity and inclusion plan that will maximize local W/MBE and SBE participation.
- 3. The shortlist will be provided in alphabetical order without any ranking whatsoever
- 4. The following selection criteria will be the basis for STEP TWO:

<b>Step 2: Interview Criteria</b>	<b>Points</b>
Quality and experience of personnel proposed for the Community Pool Facility Project	10
Ability of personnel to effectively communicate with owner and project team	10
Responses to questions	30
<b>Total STEP TWO</b>	<b>50</b>

- 5. Following completion of the interviews, the Committee will select up to five (5) firms for consideration in STEP 3. The selected firms will be those firms considered the most qualified by the Committee. The District expects to issue an addendum covering any necessary changes to the General Conditions and other contract documents based on written comments from the proposing firms.

**7.5 STEP 3: Priced Proposals**

- 1. The most highly qualified firms will be asked to submit to the District a fully compliant priced proposal for Detailed Specified General Conditions and Fixed Fee on a proposal form to be provided. The terms "Fixed Fee," "Negotiated Support Services," and "Detailed Specified General Conditions" are specifically defined in the GC/CM contract forms. In addition, proposal shall include: (1) a breakdown of costs for Specified General Conditions on forms to be provided; and (2) a breakdown of hours, rates, and costs for Preconstruction Services. The District reserves the right to modify the contract documents included in this Request for Proposal for the priced proposal submittal. Firms will include separate pricing for each project in addition to a combined total for both projects.

2. Proposed scope for self-performed work. Proposers are advised to review the restrictions on such work in RCW Chapter 39.10.

Project team proposed labor rate schedules for the services to be performed for pre-construction services. Include individuals or position titles and respective rates for each type of service listed in the pre-construction services scope of work. The not-to-exceed amounts for Preconstruction Services will be negotiated based on the specific scopes of work for the project, however, for purposes of this RFP the amount is preliminarily established to be as follows:

Community Pool Facility Project – Approximately \$2,000,000.00

3. Final STEP 3 Priced Proposal submissions will be reviewed by the Committee and recommendations made to the District based on the following:

- Lowest conforming priced proposal: 50 points
- Other responsive Price Proposals will be allocated points calculated by the following formula:

[Lowest price] divided by [Other Price Proposal] multiplied by [Maximum Points Allowed (50)]

In case of discrepancies between the proposed amounts in words and in numerals, the numerals shall govern, and the words shall be used to determine any ambiguities in the numerals.

## 7.6 Identification of the Most Highly Qualified GC/CM

Following STEP 3 above, the cumulative scores of all finalists will be tallied to determine the Most Highly Qualified GC/CM. Points earned based on scoring of the SOQs and interviews will be added to the points received in the price proposal for a total maximum possible of 200 points. The finalist receiving the highest total score will be determined the Most-Qualified GC/CM firm and may be selected to negotiate an agreement with the District that provides for pre-construction services and MACC negotiations.

Criteria	Points
Qualifications from STEP 1	100
Interview Criteria from STEP 2	50
Low Conforming Priced Proposal from STEP 3	50
<b>Total STEPS 1, 2 &amp; 3</b>	<b>200</b>

1. In the event of a tie in the cumulative points total, the firm with the lowest conforming priced proposal from STEP 3 will be identified as the Most Highly Qualified GC/CM.
2. In case of discrepancies between the proposed amounts in words and in numerals, the numerals shall govern, and the words shall be used to determine any ambiguities in the numerals.

3. Based on the recommendation of the committee and subject to approval by the White Salmon Valley Pool Metropolitan Park District Board, the District intends to enter into contract negotiations with the Most Highly Qualified GC/CM firm for the project.
4. The District reserves the right to reject any price proposal which is unbalanced (i.e. an imbalance between costs included in the Fee and in the Specified General Conditions) or which deviates from the mean of the responsive proposals submitted by more than 20%.
5. Based on the recommendation of the committee and subject to approval by the Board, the District intends to enter into a contract with the recommended firm for the project.

## **8.0 CONTRACT AND CONTRACTING PROVISIONS**

### **8.1 Standard Form of Contract**

The District's Contract (revised A102 Agreement and revised A201) will be included in the STEP 2 Bid Instructions Documents. The STEP 2 proposal documents should include any comments, exclusions or requested changes. **Please note: The District reserves the right to reject any firm that is not willing to accept the District's terms and conditions as noted in the standard form of contract.**

### **8.2 Protest Procedures**

1. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of this contract may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this Request for Proposal, which are apparent prior to the date established for submitting the proposal must be received seven (7) working days prior to the submittal deadline. Protests based on other events must be received within four (4) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received more than four (4) working days after the District has announced the winning Proposer.

In order to be considered, a protest shall be in writing and shall include: the name and address of the aggrieved person; the contract title under which the protest is submitted; a detailed description of the specific grounds for protest and any supporting documentation; and the specific ruling or relief requested. Due to Covid-19 work conditions, the written protest shall be mailed to:

ATTENTION:  
Lloyd DeKay  
Commissioner #1, President  
White Salmon Valley Pool Metropolitan Park District  
P.O. Box 2533 White Salmon, WA 98672

And shall be labeled: "Protest"

Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Proposers involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. Due to Covid-19 work conditions, any protest response will be delivered by email.

3. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.
4. Any Proposer submitting a proposal shall be deemed to have accepted these procedures.

#### **End of Request for Proposal**

#### **ATTACHMENTS:**

- Attachment #1: Professional Services Agreement for Preconstruction
  - Exhibit A: Preconstruction Services Scope of Work
  - Exhibit B: Insurance Requirements



amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**b.** Interim payments to Contractor will be made in accordance with the payment schedule and requirements in Exhibits B and C.

**c.** District will pay only for completed Work that is accepted by District.

**d.** Contractor shall submit monthly invoices to the District for Work performed. The invoices shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain all expenses that this Contract requires District to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor will specifically note in the appropriate invoice when it has requested payment for one-third and two-thirds of the maximum, not-to-exceed compensation.

**4. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (Required Insurance), Exhibit B (the RFP, or other procurement document, if any and attached exhibits) and Exhibit C (the Proposal, or other binding Contractor solicitation submission, if any). Exhibits A-C are attached to this Contract and incorporated by this reference.

#### **5. Independent Contractor; Responsibility for Taxes and Withholding**

**a.** Contractor shall perform all Work as an independent contractor. The District reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

**b.** Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the District.

**c.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

#### **6. Subcontracts, Successors, and Assignments**

**a.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract without District's prior written consent. In addition to any other provisions District may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that District will receive the benefit of subcontractor performance as if the subcontractor were the Contractor under this Contract. District's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.

**b.** This Contract is binding upon and inures to the benefit of the parties, their respective successors, and permitted assigns, if any.

**c.** Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without District's prior written consent.

**7. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is

intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

## **9. Representations and Warranties.**

**a. Contractor's Representations and Warranties.** Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (4) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b. Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **10. Ownership of Work Product.**

**a. Definitions.** As used in this Section 10, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to District pursuant to the Work.

**b. Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of District. District and Contractor agree that original works of authorship are "work made for hire" of which District is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District's reasonable request, Contractor shall execute further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of,

perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on District's behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District's behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on District's behalf.

**c. Contractor Intellectual Property.** In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on District's behalf.

**d. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the District's behalf and in the name of the District, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on District's behalf.

## **11. Indemnity.**

**a. GENERAL INDEMNITY.** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE NEGLIGENCE OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

**b. INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 11.a, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD DISTRICT AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO DISTRICT BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR THE DISTRICT'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

**c. CONTROL OF DEFENSE AND SETTLEMENT.** CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 11.a OR 11.b; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE DISTRICT, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE DISTRICT OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE



DISTRICT'S ATTORNEY, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE DISTRICT'S ATTORNEY, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE DISTRICT, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE DISTRICT WITHOUT THE APPROVAL OF THE DISTRICT'S ATTORNEY. THE DISTRICT MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE DISTRICT DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE DISTRICT, OR IS NOT ADEQUATELY DEFENDING THE DISTRICT'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE DISTRICT DESIRES TO ASSUME ITS OWN DEFENSE.

**12. Insurance.** Contractor shall maintain insurance as set forth in attached Exhibit A.

**13. Default; Remedies; Termination.**

**a. Default by Contractor.** Contractor is in default under this Contract if:

(i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after District's notice or such longer period as District may specify in the notice; or

(iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after District's notice, or any longer period as District may specify in the notice.

**b. District's Remedies for Contractor's Default.** In the event Contractor is in default under Section 13.a, District may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(i) termination of this Contract under Section 13.e(ii);

(ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 13.a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 13.e(i).

**c. Default by District.** District is in default under this Contract if:

(i) District fails to pay Contractor any amount pursuant to the terms of this Contract, and District fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

(ii) District commits any material breach or default of any covenant, warranty, or obligation under this Contract, and the breach or default is not cured within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

**d. Contractor's Remedies for District's Default.** In the event District terminates the Contract under Section 13.e(i), or in the event District is in default under Section 13.c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 13.e(iii), Contractor's sole monetary remedy is (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within legal limits, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event is District liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 13.d, Contractor shall pay immediately any excess to District upon written demand provided in accordance with Section 20.

**e. Termination.**

**(i) District's Right to Terminate at its Discretion.** At its sole discretion, District may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by District to Contractor;

(B) Immediately upon written notice if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Work or Work Products under this Contract is prohibited or District is prohibited from paying for such Work or Work Product from the planned funding source.

**(ii) District's Right to Terminate for Cause.** In addition to any other rights and remedies District may have under this Contract, District may terminate this Contract immediately upon written notice by District to Contractor, or at such later date as District may establish in the notice, or upon expiration of the time period and with the notice as provided in Section 13.e(ii)(B) and 13.e(ii)(C) below, upon the occurrence of any of the following events:

(A) Contractor is in default under Section 13.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Contractor is in default under Section 13.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after District's notice or any longer period as District may specify in such notice; or

(C) Contractor is in default under Section 13.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after District's notice, or any longer period as District may specify in such notice.

**(iii) Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract with written notice to District as provided in Sections 13.e(iii)(A) and 13.e(iii)(B) below, or at such later date as Contractor may establish in the notice, upon the occurrence of the following events:

(A) District is in default under Section 13.c(i) because District fails to pay Contractor any amount pursuant to the terms of this Contract, and District fails to cure such failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

(B) District is in default under Section 13.c(ii) because District commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and District fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

**(iv) Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to District all of District's property (including without limitation any Work or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such District property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in the notice of termination. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Product.

**14. Records Maintenance; Access.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor acknowledges and agrees that District and its duly authorized representatives shall have access to the financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all the financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or any longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**15. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations

and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

**16. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Washington, Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Washington prior to entering into this Contract.

**17. Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**18. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

**19. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given under this Contract shall be given in writing, personal delivery, or mailing the same, postage prepaid, to Contractor or District at the address, or email address set forth in this Contract, or to any other addresses or numbers as either party may indicate pursuant to this Section 19. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by personal delivery shall be effective when actually delivered.

**20. Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**21. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**22. Governing Law; Venue; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between District and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the courts of Klickitat County, Washington; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Eastern District of Washington. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**23. Alternative Dispute Resolution; Attorney Fees.** The parties shall attempt to resolve any disputes that arise by alternative dispute resolution such as negotiation, mediation, or arbitration prior to initiation of litigation. In the event of any action or proceeding to enforce the terms of

this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

**24. Requirements of RCW 39.10.350(1).** District shall accept or reject a request for equitable adjustment, change order, or claim within 30 days after the receipt by District of the related documentation. If District does not respond in writing to a request for equitable adjustment, change order, or claim within the time period specified in this Section, the request is deemed denied. Contractor shall submit project information as required by RCW 39.10.350(1)(h)-(i) to the board as required by law.

**25. Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

**26. Amendments.** No amendment to this Contract is effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

DISTRICT:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT 1

### EXHIBIT A

#### PRE-CONSTRUCTION SERVICES AGREEMENT SCOPE OF WORK

The District and Contractor agree to the following scope of services to be provided by Contractor during the period prior to the District and Contractor entering into a construction agreement (the "Pre-Construction Phase"):

##### 1. General

- 1.1. Consult with, advise, assist and make recommendations to the District, Architect and Project Manager (collectively the "Project Team") on all aspects of the design and planning for construction.
- 1.2. Attend all Project meetings and actively participate in identification and resolution of design, construction, scheduling, budget and historic preservation issues as they emerge.
- 1.3. Conduct investigations of existing conditions, as directed by the Project Manager.
- 1.4. Provide information, schedule estimates, phasing schemes and participate in decisions regarding construction phasing.
- 1.5. Provide input for the Project Schedule prepared by the Project Manager to assure proper coordination of design work, cost estimates, permitting, bidding and commencement of construction. Contractor will be responsible for creation and maintenance of the detailed construction schedule for use during construction activities.
- 1.6. Provide input as to current construction industry practices and participate in decisions regarding historic preservation, value engineering, delivery schedules, construction costs, construction methods, materials and systems.
- 1.7. Review in-process design documents and provide input and advise with respect to constructability, alternative materials and methods, availability of materials and labor, and time requirements of procurement and construction.
- 1.8. Develop a construction phasing plan to assure project delivery in conformance with District's desired occupancy date.
- 1.9. Review completed construction documents and suggest modifications to improve completeness or clarity.
- 1.10. Recommend division of the work to facilitate bidding and award of subcontracts.
- 1.11. Continuously monitor the Project Schedule and advance procurement of long lead items to ensure delivery by required dates.

## 2. Pre-Construction Cost Management Services

### 2.1 Contractor will prepare construction cost estimates for the Project.

2.1.1 Schematic Design Estimate. Upon receipt of the 100% Schematic Design drawings, the Contractor will prepare a Schematic Design Cost Estimate based on such drawings and discussions with the Project Team (SD Estimate). This SD Estimate shall be accompanied by a detailed list of cost saving and value engineering recommendations. The Contractor will meet with the Project Team and fully explain the details of the cost estimate, the assumptions regarding the estimate, and the list of cost saving and value engineering recommendations.

2.1.2 Design Development Estimates: Upon receipt of the 100% Design Development drawings, the Contractor will prepare a Design Development Cost Estimate based on such drawings and discussions with the Project Team (DD Estimate). This DD Estimate shall be accompanied by a detailed list of cost saving and value engineering recommendations. The Contractor will note causes for cost changes from the SD Estimate including such items as design changes, scope changes, or changes in the marketplace. The Contractor will meet with the Project Team and fully explain the details of the cost estimate, the assumptions regarding the estimate, and the list of cost saving and value engineering recommendations.

2.1.3 Construction Documents – 50% Estimate: As the Construction Documents are developed, the Contractor shall continue to review and refine the current cost estimate and advise the Project Team as to the status of the construction budget. The Architect will deliver a set of 50% Construction Documents to the Contractor which will serve as the basis for the 50% Construction Document Cost Estimate. Based on the 50% Construction Documents, the Contractor shall provide a detailed update of the 100% Design Development Cost Estimate and a cost status report. The cost status report will identify any differences between the 100% DD Estimate and the 50% Construction Document Cost Estimate. If the estimated cost exceeds the Project Budget, the Contractor will make recommendations to the Project Team to reduce the estimated construction costs so that it is within the budget. The Contractor shall assist and advise the Project Team in exploring alternative approaches in an attempt to minimize total Project Costs.

2.2 Bid/Negotiation: Prior to completion of the construction documents, the Contractor will contact potential subcontractors and suppliers to encourage their interest in bidding. The Contractor will develop a detailed sub-bidding plan for the project and will present the plan to the District for review and approval. When final Construction Documents are available, or at an earlier time if agreed to by the District, the Contractor will conduct an open sub-bidding process consistent with the agreed-upon plan with the goal of obtaining a minimum of three sub-bids for each Project element. The Contractor will bid all work, including work the Contractor would like to self-perform.

2.3 Guaranteed Maximum Price (GMP): At a point in time agreed upon by the District and Contractor, the Contractor will present a proposed GMP to the District. The District and Contractor shall negotiate in good faith to establish the GMP. Upon determination of the GMP for construction of the Project, District and the Contractor shall enter into a construction agreement. If District and the Contractor cannot agree on the terms of the GMP or the construction agreement, District reserves the right to negotiate with another general contractor.

**ATTACHMENT 1**  
**EXHIBIT B**

**INSURANCE REQUIREMENTS**

Proposers will be required to meet the following insurance requirements to be considered for selection.

- A. **Insurance Carrier:** Must be rated at least “A-“ by A.M. Best Company or acceptable State Fund for Workers Compensation.
- B. **Workers Compensation:** Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. The District may withhold a percentage to cover costs if proof of coverage is not provided.

- Workers Compensation- Statutory
- Employers Liability Limits- \$1,000,000 Each Accident
- \$1,000,000 Disease- Policy Limit
- \$1,000,000 Disease- Each Employee

- C. **Commercial General Liability Insurance:** Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations.

- Limits: \$1,000,000 Each Occurrence
- \$2,000,000 Products/Completed Operations
- Aggregate \$2,000,000 General Aggregate

The District shall be named as a **Primary Additional Insured**. The policy will provide an endorsement to provide coverage for the District as an additional insured including **Completed Operations Liability**. The use of the ISO CG 3287 and CG 3290 or its equivalent is acceptable. If the **additional insured endorsement** does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project.

- **Waiver of Subrogation in favor of the District.**
- **Per Project Aggregate Endorsement required.**

- D. **Automobile Liability:**

- Limits: Owned Autos \$1,000,000 Each Accident
- Hired/Non-Owned Autos \$1,000,000 Each Accident

- E. **Umbrella/Excess Liability:**

- Limits: \$1,000,000 Each Occurrence



**F. Districts & Contractors Protective Liability (OCP):**

- Limits: \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

**Policy will be in the name of the District**

- G. **Contractor Tools/Equipment:** All tools leased, borrowed or owned by the Contractor / Subcontractor will be their responsibility.
- H. **Cancellation/Non-Renewal Notice:** Minimum of 45 days on Certificate of Insurance.