



REQUEST FOR PROPOSALS

GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM) FOR LANDSBURG FISH PASSAGE PROJECT

SECTION 1 – PROJECT DESCRIPTION

SERVICES BEING SOLICITED

Seattle Public Utilities (SPU) is accepting proposals from experienced firms to serve as the General Contractor/ Construction Manager (GC/CM) for the development and construction of fish passage facilities and related improvements at its Landsburg Diversion facilities on the Cedar River. The project includes the addition of two fish ladders, a fish screen, modifications to the dam to improve downstream passage, stability and flood protection upgrades to the Landsburg Dam and Lake Youngs Aqueduct crossing, minor upgrades to the Landsburg intake forebay, and improvements to the Landsburg Park. The City intends to award this contract using a competitive negotiation process authorized in RCW 39.10.060. This Request for Proposals (RFP) is the first step in the competitive selection process required by the statutory procedure to select a General Contractor/Construction Manager (GC/CM) for the project.

The selected GC/CM firm will be responsible for coordination and management of the construction process, and will provide preconstruction period design review and input as a member of a team that includes SPU and a consultant design team. The GC/CM firm must be skilled in developing schedules, preparing construction estimates, performing value engineering costing, analyzing alternative designs, understanding construction methods and techniques, performing constructability reviews, and planning the sequencing of construction work. The scope of work of the GC/CM for the preconstruction phase is defined in Attachment 1, the Form of Contract-Preconstruction; and the scope of work for the construction phase is defined in Attachment 2, Form of Contract -Construction. The GC/CM will be required to provide performance, labor and material bonds as required by state law, and insurance as described in Part 2 of Attachment 3, the Draft General Conditions of the GC/CM Contract.

The selected GC/CM will be allowed to self-perform on construction work outside of the scope of the Specified General Conditions of the construction contract only in conformance with the requirements of RCW 39.10.060. Proposers should be aware that House Bill 2536 (Attachment 4), approved on March 29, 2000 and effective June 8, 2000, has amended RCW 39.10.060. Key changes are the removal of the restriction concerning GC/CM bidding on subcontract work for projects valued less than twenty million dollars and an increase in the allowable value of subcontract work performed by the GC/CM to 30 percent of the Maximum Allowable Construction Cost.

PROJECT DESCRIPTION

Landsburg is the site of the SPU's diversion dam and drinking water intake and treatment facilities in the Cedar River Watershed. The Landsburg diversion structure is a concrete gravity diversion dam 26 feet high and 130 feet wide. The dam has blocked approximately 17 miles of formerly accessible mainstream and tributary anadromous fish habitat on the Cedar River since the turn of the century.

SPU has recently completed a 50 year Habitat Conservation Plan (HCP) for the Cedar River Watershed. As part of the Cedar River Watershed HCP, Seattle has made commitments to fund the construction of fish passage improvements at Landsburg to allow chinook and coho salmon and steelhead trout access to the highly protected habitat above the diversion dam. SPU has also committed to have the fish passage facilities constructed and operational by fall 2003. The fish passage facilities are to include two fish ladders, a protective fish screen at the water supply intake, and modifications to the dam to improve downstream passage. One ladder will be constructed at the Landsburg dam, and the second ladder will be constructed about ¼ mile downstream at the Lake Youngs Aqueduct Crossing which also creates a blockage to fish migration. The ladder at the aqueduct crossing will also include fish sorting and holding facilities to separate out sockeye salmon which will not be permitted to pass upstream. The fish screen will be a vee-screen type design to be constructed downstream of the existing intake structure afterbay.

In addition to the fish passage improvements, SPU is also including as part of the project, stability and flood protection upgrades to the dam and aqueduct crossing which will be necessary as part of the fish passage implementation, rip-rapping of the shoreline upstream and downstream of the dam, improvements to the park area at the downstream end of the Landsburg site, and minor upgrades to the water supply intake forebay.

CONSTRUCTION CHALLENGES

The Cedar River is a major source of drinking water supply for the Seattle Metropolitan area. To comply with federal and state drinking water regulations, the lands and water within the watershed are subject to strict protection controls and supervision. The project will include stringent environmental and water quality requirements related to the construction work that will be strictly enforced. The work will include installation and operation of systems to contain the work areas and guard against water quality impacts, including installation of cofferdams, oil containment systems, and collection, pumping, disposal systems for process water and turbid water, sanitary protection measures, and other environmental and water quality protection measures.

Because a significant portion of the work will take place at the water supply intake, it will be necessary to stage and schedule the work so the City's ability to meet water demands and instream flow requirements through normal operations of its water supply facilities is not impaired. Special construction methods and sequencing of major activities will be necessary to work within the water supply operating constraints while reducing the potential for water quality and environmental degradation. The Cedar River is home to the Endangered Species Act (ESA) listed chinook salmon as well as the largest sockeye salmon run in the continental United States. Due to fisheries concerns, work in the river will be limited to certain months of the year –likely an 8 week window in mid summer. The close proximity of the features to be constructed will place further constraints on how quickly the construction can be completed.

BUDGET AND SCHEDULE

SPU's budget and estimated value of the work to be contained within the GC/CM contract (including sales tax) is \$8.75 million (the total project cost including design and SPU administration is over the \$10 million minimum requirement in the RCW for the use of GC/CM.) SPU expects that

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construction can begin by late spring 2002 and be completed by fall 2003. A project schedule is provided in Attachment 5. While SPU's HCP obligates the City to have the fish passage facilities operational by fall 2003, SPU is interested in completing the project sooner if feasible. The project is currently in the initial stages of design. SPU is working with a design team led by Montgomery Watson, Bellevue for the project permitting, design, and other related tasks. It is SPU's goal to have the GC/CM on board at about the 20 percent design completion point, which is anticipated to be around the first of November 2000.

ADDITIONAL PROJECT INFORMATION

For further background on the Fish passage improvements, Attachment 6 contains summary information on preliminary design concepts developed to date. While this information is preliminary in nature and currently undergoing further development, it provides a general concept of the project.

In the near future SPU will also be proceeding with an additional element of its Cedar River Watershed HCP, the design and construction of a sockeye hatchery on the Cedar River. Although the sockeye hatchery is not included in the scope of work for this contract, GC/CM firms pursuing the Fish Passage Project are encouraged to keep this future project in mind, as there is a possibility SPU may elect to use a GC/CM delivery approach for this project as well.

RATIONALE FOR USING GC/CM CONTRACTING APPROACH

SPU has elected to use the GC/CM project contracting approach for the Landsburg Fish Passage Project because it believes this approach will lead to a higher quality, more streamlined project implementation. The project involves complex scheduling requirements in that construction for many distinct project components must be scheduled to take place without impeding or risking Seattle's ability to continually supply drinking water to its 1.3 million direct service and wholesale customers, and also in a manner that will reduce impact to Cedar River fishery resources and the environment. In addition, construction will occur at or near existing facilities that must continue to operate during construction- so careful planning of the construction logistics and schedule up-front will be critical.

SECTION 2 – PROCUREMENT PROCESS

It is the intention of the City to select a GC/CM through the formal process authorized in RCW 39.10.060. It is the responsibility of each proposer to review and understand the requirements of Chapter 39.10 RCW in general and the requirements of this RFP specifically. All costs incurred by firms choosing to participate in this RFP process shall be borne by the proposing firms. The procurement of these services will proceed as follows:

Procurement Process Schedule

A target schedule for the GC/CM selection process is provided below. The City reserves the right to modify the dates as determined necessary by the City.

<u>Date</u>	<u>Target Schedule for the GC/CM Selection Process</u>
08/10/00	Public Announcement for Proposals and issuance of RFP
08/21/00	Pre-Proposal Conference and Site Tour Location: Maplewood Greens (at Maplewood Golf Course) 4050 Maple Valley Highway Renton, WA Time: 9:00 a.m.-10:30 (meeting), 10:30-12:00 (site visit) Directions: See Attachment 7
09/6/00	Proposals Due, 4:00 p.m.
09/20/00	Selection and notification to finalists for Interviews/ issuance of Final RFP with bid instructions, revised Form of Contracts, and any Addenda to RFP
10/04/00	Oral Interviews
10/06/00	Final Proposals Due, 4:00 p.m.
10/TBD//00	Final selection and notification
10/TBD/00	Notice to Proceed on Preconstruction Phase

Pre-Proposal Conference

The City will conduct a pre-proposal conference on 21 August, 2000, 9:00 a.m., at Maplewood Greens event facilities in Renton, Washington. The conference will be followed by a site tour of Landsburg. Directions to conference location are provided in Attachment 7. Proposing teams are highly encouraged to attend, but not required. Proposing teams should also be aware that the Landsburg Diversion Facilities are closed to public access, and the site tour following the conference will be the only opportunity to view the site during the proposal preparation period. The pre-proposal conference will be held to review the GC/CM approach to the project, discuss the selection process and answer questions.

Phase I: Proposals

Proposals shall be submitted to SPU as described in Section 3. Proposals will be evaluated by the GC/CM Selection Panel in a manner consistent with that described in Section 3. The GC/CM Selection Panel will assign a numerical point total for each proposal according to the criteria and numerical point system described in "Evaluation Criteria" in Section 3 of this RFP.

Phase II: Interview and Final Proposal

Teams submitting the highest ranked proposals in Phase I (normally 2 to 4 teams) will be issued a Final RFP with bid instructions and invited to participate in interviews and submit final proposals in Phase II.

Interview: The GC/CM Selection Panel will interview the finalist firms and assign a numerical point total for the oral interviews according to the criteria and point system described in "Evaluation Criteria."

Final Proposals: In the proposal envelope, the finalist firms shall submit a detailed schedule of anticipated costs, on a monthly basis, for providing GC/CM Preconstruction Services as identified in the Final RFP bid instructions. The detailed schedule shall include a staffing matrix listing all anticipated staffing positions for preconstruction, personnel filling those positions, hourly billing rates, and estimated hours per month over the duration of the preconstruction period. The Preconstruction Services Fee will not be bid. Instead, SPU has established an allowance for the Preconstruction Services Fee of \$125,000.

Finalist firms will also be required to submit sealed bids for their Contractor's Fee and Specified General Conditions in their final proposals as directed in the Final RFP and bid instructions. The Contractor's Fee is the percentage amount to be earned by the GC/CM as overhead and profit based on an estimated Maximum allowable Construction Cost (MACC). The cost for Specified General Conditions work shall be a fixed amount designed to cover all cost of project staffing and fees, bonds, insurance, and other items as detailed in the Specified General Conditions List (Exhibit A to the Form of Contract -Construction). It should be assumed that all other General Conditions will be bid at a later date as part of subcontractor bidding packages or be treated as reimbursables and become part of the MACC. SPU may require final proposals to include bids on their Contractor's Fee and Specified General Conditions for two different project schedule scenarios. The procedure will be fully explained in the Final RFP bid instructions.

Ranking: The final point total will be established for each finalist firm by adding the points for Phase I to the points received for Phase II. SPU may make minor revisions to the evaluations of the finalists' initial proposals based on additional information obtained in the interviews and Final Proposals. The firm with the highest point total will be considered the most qualified.

Contract Award: Upon selection of the highest ranked firm, the City and the firm will execute the initial contract, Attachment 1 that will cover the preconstruction phase of the Landsburg Fish Passage Project. It is estimated that the duration of this preconstruction services period will be approximately 14 months.

MACC Negotiations: It is anticipated that MACC negotiations will occur sometime between the Design Team's completion of 60 percent and 90 percent design. When the scope of the project is adequately defined (as determined by the City), the MACC will be negotiated between the City and the GC/CM. The Guaranteed Construction Cost (GCC) will be determined from the negotiated MACC. The GCC includes the Preconstruction Services Fee allowance, the fixed amount for the Specified General Conditions work, the negotiated MACC, the Contractor's Fixed Fee as a percentage of the negotiated MACC, and sales tax. If a MACC is successfully negotiated, the City and the firm will execute the construction phase contract. At that time, the GC/CM provides a performance and payment bond on the amount of the GCC.

Alternatively, if in the sole discretion of the City, the GC/CM fails to provide satisfactory performance of the Preconstruction Services, or if the GC/CM and City fail to agree on a MACC that the City determines to be fair, reasonable and within the City's budget for the construction cost, the work of the Preconstruction Services Contract can be stopped by the City at any point by notifying the GC/CM. The GC/CM is paid for the portion of the Preconstruction Services it has performed to the time the work is stopped. Upon payment, the GC/CM has no further involvement in the project and neither party has any further obligation to the other, except with respect to any unsettled obligations arising out of the Preconstruction Services Contract. The City then commences negotiations with the second ranked finalist to replace the first, or the City may terminate the process. The City also reserves the right at its sole discretion to revert to a traditional bidding process in the event the City fails to successfully negotiate a MACC with any of the GC/CM firms invited to negotiate.

SECTION 3 – PROPOSALS AND EVALUATION CRITERIA

PHASE I: PROPOSALS

Proposers shall submit ten (10) copies of the proposals. All proposals should be bound in an 8 ½" by 11" format. The information requested shall be submitted in a clear and concise manner and organized according to the general outline below. This will enable the GC/CM selection panel to quickly access pertinent information.

Phase I Proposal General Outline

1. Letter of Interest
2. Proposal Certification
3. Project Team Organization
4. GC/CM Team Qualifications
5. Project Team Member Qualifications
6. Project Approach
7. Project Comments

The proposals shall be submitted to:

Bill Wells, Project Manager
Seattle Public Utilities
Dexter Horton Building, 11th Floor, Rm. 1130
710 2nd Ave
Seattle, WA 98104

Proposals must be received no later than **4 p.m. Wednesday, September 6, 2000**. Proposals received after that time will not be considered.

The proposal shall be a single document consisting of the following elements. (Note: proposers are encouraged to "double side" the printing of their proposals, however, one side of a page is considered one page.)

1. **Letter of Interest:** To be no more than two (2) pages long. The letter of interest may contain any information desired by the proposer but not required by this RFP to be part of the proposal.
2. **Proposal Certification.** (Use Form A in Attachment 8)
3. **Project Team Organization.** To be no more than ten (10) pages long. Describe the proposed GC/CM team, including the organization of the team, the responsibilities of the prime, 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. Include a completed Form B in Attachment 9 for each firm on the team.
 - b. A project team organizational chart for both preconstruction and construction phases, showing all proposed project team members. Clearly identify the key project staff and which of your staff and your subconsultant's staff would take the lead on which parts of the project.

- c. Note that all proposing firms must be properly registered and/or licensed in the State of Washington. See, e.g., RCW 18.27.020.
- 4. **GC/CM Team Qualifications.** Proposals shall include the following information in a clear, comprehensive and concise manner. This information shall not exceed twenty (20) pages, not including Section 3 Items 1, 2 and 3 above.
 - a. Provide project examples which demonstrate past performance of the GC/CM Team in completing projects of similar size and scope. Clearly state which firm 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:
 - i. Fish Passage facilities or other hydraulic structures
 - ii. complex construction sequencing
 - iii. in-stream construction where stringent water quality protection measures had to be adhered to.
 - iv. GC/CM or similar contracting (Indicate in which state the work was performed, whether it was public or private sector); and
 - v. Public work

Project examples shall be submitted in accordance with Form C in Attachment 10. Proposers may use form C or present project examples in the format of their preference as long as all the information detailed on Form C is included. Emphasize projects performed by key staff identified in the team member qualifications; however, project examples need not be limited to this. 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 may include representatives of the owner or prime contractor (if firm's work was done as a subcontractor).

- b. List projects where team members have had prior experience working together.
- c. Submit a list of your last five (5) major projects. What was the bid or negotiated price? What was the final price, including claims? Explain the reasons for this difference. List the total change orders to the project and dollar value. List and describe all claims on the project. For these projects, identify the proposal team's project staff that were involved with these projects, list the owner, owner contact person and current phone, design engineer/ architect, design engineer/architect contact person and telephone. If the proposal team includes more than one construction firm in a significant role, submit the information for the other firm's last 5 major projects as well.
- d. **Litigation.** Provide a record of litigation or arbitration matters initiated by your firm or against your firm (in which you were a named party), for the last five years.
- e. **Complaints and Citations.** Provide a record of complaints filed against your firm by regulatory agencies (e.g., OSHA, L&I, WSHA, WDFW, WDOE, County regulators, etc., or comparable agencies in other states) for the last five 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 up to \$10 million.

- g. Self-performance of subcontract work. The section of the RCW for GC/CM provides the opportunity for the GC/CM to perform part of the work with its own forces (up to 30%). Identify what if any subcontract work the GC/CM team or its subsidiaries would consider bidding and performing with its own work forces. Explain the reasons, the proposing firms qualifications for performing such work, and the benefits the approach may offer the project and Owner [Comment: This is for information; the Owner does not have a preference on this aspect of the work.]
- h. Recent, Current and Projected Workload. Describe your recent, current and projected workload and explain how this project will be managed given your team's obligations to other clients. What has been your annual volume (in dollars) of construction for the past five years? What is your anticipated volume for the current year and what is your plan for the next three years?
- i. Location of the firms proposed. Demonstrate your team's experience in successfully completing construction projects in the Puget Sound area and your success in working with local subcontractors and suppliers, permitting officials and design professionals.
- j. Safety. Provide a one page 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.

5. Project Team Member's Qualifications.

The proposed project personnel identified will be evaluated for their areas of expertise and experience, which qualify them to carry out the required project work. This information shall not exceed ten (10) pages (not including resumes).

- a. Provide a matrix of the key individuals assigned to the project. Prepare a separate matrix for the preconstruction and construction services. 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), and the specific project elements the individual will have responsibility for.
 - I. At a minimum, positions/ elements to be covered for the preconstruction phase should include Project Manager, estimating, scheduling, value engineering, constructability, construction methods and techniques expertise, construction sequencing, subcontract bid package preparation, environmental protection planning and coordination, site safety, and management of project compliance with the City's social and economic programs.
 - II. Positions/ elements to be covered for the construction phase should include, at a minimum, Project Manager, Superintendent, bidding of subcontracts, estimating, scheduling, environmental protection coordination, site safety, quality assurance and control, and management of project compliance with the City's social and economic programs.
- b. Give a brief summary of the experience and skills that each key GC/CM team member would bring to the Landsburg Fish Passage project. Specifically address project team member experience and skills in these areas:
 - i. Cost Estimating

- ii. Scheduling
 - iii. Value engineering
 - iv. Constructability reviews
 - v. Construction methods and techniques relevant to project
 - vi. Complex construction sequencing
 - vii. Subcontract bid package preparation
 - viii. Environmental/ water quality protection during construction
 - ix. Site safety
 - x. In-stream construction
 - xi. Cofferdamming/dewatering
 - xii. Construction Administration, including: Document Tracking, Change Order record, Quality assurance, and subcontract administration.
- c. Ability of project manager and key team members to control the project schedule and complete the project within budget. Explain how the team would develop a project budget and schedule at the time of MACC negotiations with local subcontractors and suppliers, permitting officials and design professionals. What estimating and scheduling systems and management techniques does the team employ to achieve success in completing projects on time and within budget?
- d. Provide resumes in an appendix to the proposal consistent with the Attachment 11 - Form D. Proposers may use Form D or provide resumes in the format of their preference as long as all the information detailed on Form D is included.

6. Project Approach.

This information shall not exceed twenty (15) pages

- a. Preconstruction Services Approach.
- i. Describe how you would perform the preconstruction services outlined in Attachment 1 (Form of Contract -Preconstruction) by providing a synopsis of your firm's approach to the following preconstruction responsibilities: preconstruction administration; design review and commentary- including constructability and value engineering; construction planning- including construction sequencing and environmental protection; scheduling; cost estimating; and subcontract preparation and bid packaging. Particular emphasis should be directed to cost estimating and ongoing constructability review and consulting with the Design Team.
 - ii. Discuss any value engineering ideas or lessons learned from other similar projects.
- b. Construction Services Approach.
- i. Discuss the major challenges to successful completion of the project and how the Team proposes to approach them.
 - ii. Describe how you will manage the bidding process in compliance with statutory requirements and the City's social and economic programs; and
 - iii. Describe how you will manage the construction, procurement and installation activities.
 - iv. Describe your firm's procedure to check, verify and negotiate subcontractor cost proposals for changes in the work to ensure they are reasonable before including them in proposals to owner. Describe your firm's approach to dispute resolution.
- c. Environmental Management. Please state your general approach for this project in protecting the environment and water quality during construction. Address management, construction methods –particularly in-stream work, protection measures, and other items that you deem appropriate.

- d. Quality Program. Provide a summary of your firm's approach to quality control and assurance during construction. In the summary include a description of the quality program organization you plan to employ and the levels and authority of the individuals assigned to quality control and quality assurance.

7. Project Comments

- a. A draft of the Owner –GC/CM Agreements for the preconstruction and construction phases are included as part of this RFP. The proposing teams are encouraged to review these draft agreements and make comments and/ or recommendations for any changes that may be appropriate (including the preconstruction and construction phase scopes of work). Be specific and include any specific revised language. All of the recommendations received will be considered in developing the final contracts. Revisions to the contracts will be at the Owner's sole discretion. The Owner's objective is to use a contract that is fair, reasonable and that properly allocates risks and responsibilities. Assistance in that regard is appreciated.
- b. Proposers are asked to review the Specified General Conditions list, which is included as Exhibit A of the Form of Contract –Construction, and make any recommendations about what should or should not be included in the list. All recommendations will be considered in developing a final list to be included with the Final RFP.
- c. Proposers may provide comments to address:
 - i. Recommendations for any changes that may be appropriate to the preconstruction services scope of work;
 - ii. Recommendations for any changes that may be appropriate to the construction services scope of work;
 - iii. Comments on project schedule and your opinion on an appropriate duration for the construction period.
 - iv. Comments on SPU's approach on this project to the GC/CM process, or other items the proposing teams would like to address.

PHASE II: INTERVIEW AND FINAL PROPOSAL

Interview

Those teams shortlisted for interviews will be invited to make a presentation of approximately 45 minutes of their team's qualifications and personnel and discuss their proposed approach to the project. An additional 45 minute segment will be allocated to questions posed by the GC/CM Selection Panel directed at the proposed key project staff. At a minimum, the team's corporate executive dedicated to the project, the project manager, and the project superintendent shall be in attendance, along with other key project staff to be involved with the preconstruction and construction services.

Final Proposal

Contractors asked to interview will be given a Final RFP with bid Instructions to be used in submitting Final Proposals. The Final Proposal shall be prepared using forms provided by the City and shall be sealed. The Final Proposal will contain an amount for the "Contractor's Fee" and for the "Specified General Conditions" work. SPU may require Final Proposals to include bids on the

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Contractor's Fee and Specified General Conditions for two different project schedule scenarios. In addition, contractors will be required to address the following:

- If the GC/CM is a joint venture, a copy of the joint venture agreement shall be submitted. The joint venture agreement of other submitted documents shall specify the degree of control each joint venture partner will exercise, the distribution of profit and loss, and the identification of work responsibilities each will exercise.

EVALUATION CRITERIA

All proposals received will be reviewed by the GC/CM selection panel in a manner consistent with that described below.

Phase I: Proposal (100 point maximum)

1. GC/CM Team Qualifications: Past performance of the firm on projects of similar type, size and complexity. Experience with in-stream construction, complex construction sequencing, GC/CM or similar contracting, and public sector work. Ability to perform work that GC/CM team is proposing to self-perform. Workload and location of firms proposed. Safety records. (34 points)
2. Project Team Member Qualifications: Specific experience of project team members in carrying out preconstruction and construction services on similar projects. Availability of key personnel immediately for pre-construction services and throughout the project, and ability to control project schedule and monitoring and meeting budget requirements. (33 points)
3. Project Approach: Preconstruction services approach, construction services approach, environmental management and quality program approach, and innovative ideas. (33 points)

The selection panel will review all conforming proposals received in response to this RFP, and based upon the above scoring, develop a short list of 2 to 4 firms to continue to Phase II of the selection process.

Phase II: Interview and Final Proposals (50 point maximum)

Interview (35 point maximum). For the interview, finalists will be rated based on (1) proposed approach to project, (2) quality of personnel and experience, and (3) response to questions.

Final Proposals (15 point maximum). The three to five teams that the GC/CM selection panel short lists at the end of the Phase I will be requested to submit Final Proposals with sealed bids for the Contractor's Fee and Specified General Conditions. Sealed bids will be evaluated as follows:

Low Conforming Bid	15 points
Proposals within 5% of Low Bid	14 points
Proposals within 10% of Low Bid	12 points
Proposals within 15% of Low Bid	9 points
Proposals within 20% of Low Bid	5 points
Other	0 points

Final Score (150 points total maximum)

The Firm/Team with the highest scoring proposal resulting from the GC/CM Selection Panel's evaluation of the proposal, the interview and final proposal will be selected for the preconstruction phase.

SECTION 4 - OTHER PROPOSAL INFORMATION

QUESTIONS

Questions regarding the RFP are to be in written form and faxed to Seattle Public Utilities, Dexter Horton Building, 11th Floor, attention Bill Wells at 206-684-0206. Questions received 7 or more working days ahead of the proposal submission date and time will be responded to, without attribution, and faxed to all firms that attended the pre-proposal conference or otherwise make it known to the project manager, Bill Wells, that they intend to propose. Responses will also be posted on the Owner's web site at www.ci.seattle.wa.us/util/planning/landsborg/default.htm. [Note: the web site is not expected to be current until the week of August 21]

PROTEST AND APPEAL PROCEDURE

Any proposer who claims to be aggrieved in connection with the Final RFP or proposed award of a contract, may protest to the City in accordance with the procedures set forth herein. Protests based on the contents of the Final RFP and bid instructions contained within which are apparent prior to the date and time designated for submittal shall be submitted no later than five (5) calendar days prior to said date. Protests based on other circumstances shall be submitted within five (5) calendar days after the person or party knows or should have known of the facts and circumstances upon which the protest is based. Failure to comply with these protest procedures will render a protest untimely or inadequate, and result in the rejection of said protest by the City. Exhaustion of these protest procedures shall be a condition precedent to any action filed in a court of law.

In order to be considered, a protest shall be in writing and shall include: (1) The RFP title under which the protest is made; (2) the name and address of the allegedly aggrieved proposer; (3) a detailed description of the specific grounds for the protest and all supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to: Bill Wells, Seattle Public Utilities, Dexter Horton Building, 11th Floor, 710 2nd Avenue, Seattle, WA, 98104. In considering the protest, the City will only consider the grounds raised in the protest. Failure to comply with these protest procedures will render a protest untimely or inadequate, and result in the rejection of said protest by the City. Exhaustion of these protest procedures shall be a condition precedent to any action filed in a court of law.

Upon receipt of a timely written protest, the City will consider the protest. If the protest is not resolved by mutual agreement of the protesting proposer and the City, the City will issue a written decision on the protest. The decision shall be mailed and faxed to the protesting proposer. The protesting proposer may seek review of this decision as provided in Seattle Municipal Code 3.18.150 and Hearing Examiner Rule 4.07. If review is sought, the City shall make a final decision on the protest after receiving the recommendation of the Hearing Examiner. If review is not sought, the written decision shall be the final decision of the City. The City shall not execute a contract prior to issuing a final decision on all protests.

NOTIFICATION OF PROCUREMENT STATUS

The City shall provide notification of the following actions to all contractors being considered at the time the action is taken:

1. Disqualification of a contractor
2. Selection of finalists for interviews
3. Notice of final rankings
4. Notice to proceed
5. Cancellation of GC/CM process

Contractors should not assume that any action has been taken unless they receive specific notification from the City. The City will attempt to notify all firms of any changes to the schedule herein. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who attended the pre-proposal conference or otherwise make it known to the project manager, Bill Wells, that they intend to propose. If any firm has reason to doubt whether the City is aware of the firm's interest, it is the responsibility of the firm to notify the City to be sure that addenda are received. Mail or call such notice to the City at the address identified in the Advertisement.

SECTION 5 – CITY OF SEATTLE SOCIAL AND ECONOMIC PROGRAMS

SEATTLE MUNICIPAL CODE

Seattle Municipal Code and City Ordinances referenced herein or in other parts of this RFP can be accessed at the Seattle City Clerk's Office Municipal Archives Internet web site:

www.ci.seattle.wa.us/leg/clerk/clerk.htm

NON-DISCRIMINATION – CONTRACT COMPLIANCE IN EMPLOYMENT AND SERVICES

The Contracts awarded as a result of this RFP will be subject to the requirements of Seattle Municipal Code Chapter 20.44., [and Ordinance 119628](#) as now or hereafter amended. Specifically, the following language will be made part of the Service Agreement:

The Contractor shall comply with Seattle Municipal Code Chapter 20.44, [and Ordinance 119628](#) as now or hereafter amended, during the performance of the Contract to the extent of activities funded pursuant to this Contract, and the Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, [age](#), color, sex, age, marital status, sexual orientation, [gender identity](#), political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, age, marital status, sexual orientation, [gender identity](#), political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- (2) Contractor shall, prior to commencement and during the term of this contract, furnish to the City of Seattle's Executive Services Director or his or her designee, upon request and on such form as may be provided by the Executive Services Director, a report of the affirmative action taken by [Proposer/Contractor](#) in implementing the terms of this provision, and will permit access to the records of employment, employment advertisements, application

forms, other pertinent data and records by the Executive Services Director for the purpose of investigation to determine compliance with this provision

- (3) If, upon investigation the Executive Services Director finds probable cause to believe that Contractor has failed to comply with any of the terms of this Section, the Executive Services Director shall give Proposer Contractor an opportunity to be heard after ten (10) days notice of failure to comply. Upon the findings of the Executive Services Director, the City may suspend its performance under this Contract and/or withhold any funds due or to become due to Contractor, pending compliance by Contractor with the terms of this Section.

~~(4) Failure to comply with any of the terms of this subsection shall be a material breach of this Contract.~~

~~(4) The foregoing provisions of this subsection A. shall be included in all contracts and subcontracts for the Project.~~

~~(5) The provisions of subsections (1) through (4) immediately above shall be included in all contracts and subcontracts for the Project.~~

~~(5) Failure to comply with any of the terms of this subsection shall be a material breach of this Contract.~~

“BOOST” PROGRAM

Pursuant to Ordinance 119602, as amended, the construction work to be performed under the contracts to be awarded as a result of this RFP will be subject to the City’s new “Boost” program. The Boost program is designed to promote the use of small businesses on City contracts. For the pilot phase of this program, only small construction businesses that are otherwise eligible will count towards participation in the program.

Small businesses that are eligible for participation in the pilot must meet federal Small Business Administration (“SBA”) size criteria and must perform a commercially useful function. Additionally, the business must meet **one** of the following criteria:

- a) Be located within the legal boundaries of King County; or,
- b) Meet business development requirements as defined in the Boost Program Rules. In the prior 12 months, the business must have taken 15 clock hours of business-related training in a program approved by the City. Examples of business-related training include: basic business planning and concepts (e.g., marketing, research and analysis, organization, management, and supervision, resource identification and use, financing, strategic planning), contract estimating and bidding, and contract scheduling, loan packaging and bonding, bookkeeping and business accounting, and other similar courses.

The City will make an incentive payment to the Contractor if it utilizes a pre-determined amount of Boost Program eligible businesses. The specific amount of utilization or method of calculating utilization necessary to receive an incentive payment, and the amount of the incentive payment is currently “to be determined.”

PRE-APPRENTICE AND APPRENTICE UTILIZATION REQUIREMENT

The Construction Contract awarded as a result of this RFP will be subject to the provisions of SMC Ch. 20.38, which will include the following:

1. The Contractor and its Subcontractors shall be required to use apprentice labor to perform 15% of the total construction labor hours as specified in the City’s Apprentice Utilization Requirement. The Contractor and its Subcontractors shall pursue a goal of using twenty one percent (21%) of the apprentice labor hours be performed by minority apprentices and twenty percent (20%) of the apprentice labor hours be performed by women apprentices. Apprentices must be enrolled in a Washington State approved apprenticeship training program in order to meet these requirements and goals.

2. The Contractor and its Subcontractors shall work cooperatively with state-approved apprenticeship programs to hire, whenever possible, new apprentices who have recently graduated from pre-apprenticeship programs.

FAIR CONTRACTING PRACTICES ORDINANCE

The Contracts awarded as a result of this RFP will be subject to the provisions of Fair Contracting Practices Ordinance, Ordinance 119601. In general, this ordinance prohibits discrimination in public or private contracting against any person on the basis of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical disability.

AFFIRMATIVE EFFORTS TO UTILIZE WOMEN-OWNED AND MINORITY-OWNED BUSINESS ENTERPRISES

1. General

No utilization requirements for Women and Minority Business Enterprises (“WMBEs”) shall apply to the Agreements resulting from this RFP. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the Agreement and no preference will be given to a Proposer for its WMBE utilization or WMBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Agreements will continue to apply.

As required by RCW 35.22.650 and other provisions of these specifications, the Contractor and all subcontractors shall comply with the following clause in connection with the construction phase of this Agreement:

"Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority Bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid."

"As used in this clause, the term 'minority business' means a business at least 51% of which is owned by minority group members. Minority group members include but are not limited to Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts and Spanish Americans."

2. Non-Discrimination

The Contractor shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any mental or physical disability in an otherwise qualified disabled person.

3. Record Keeping

The Contractor shall maintain, for at least 12 months after the Final Completion Date, relevant records and information necessary to document the Contractor’s utilization of WMBEs and other businesses as Subcontractors and Suppliers under the Agreement resulting from this RFP and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers under the resulting Agreements. The City shall have

the right to inspect and copy such records. If this Agreement involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreements.

4. Affirmative Efforts to Utilize WMBEs

The City encourages the utilization of Minority Business Enterprises (“MBEs”) and Women’s Business Enterprises (“WBEs”) (collectively, “WMBEs”), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the City, to provide project information and to inform WMBEs of contracting and subcontracting opportunities.
- b. Placing all qualified WMBEs attempting to do business in The City of Seattle on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by The City of Seattle, in sufficient time to allow such businesses to respond to the written solicitations.
- c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
- d. Establishing delivery schedules, where the requirements of the Agreements resulting from this RFP permit, that encourage participation by WMBEs.
- e. Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of this Agreement.
- f. Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, The City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

5. Sanctions for Violation

Any violation of the mandatory requirements of this section shall be a material breach of Agreement for which the Contractor may be subject to damages and sanctions provided for by Agreement and by applicable law.

EQUAL BENEFITS ORDINANCE

1. Seattle Municipal Code Chapter 20.45

The ~~Agreement Contract~~ entered into as a result of this RFP will be subject to the requirements of SMC Ch. 20.45 ~~and related rules (Ordinance No. 119748), under which the Contractor is obligated to provide the same or equivalent benefits (“equal benefits”) t its employees with domestic partners as the Contractor provides t its employees with spouses, which requires contractors who contract with the City to provide benefits to their employees with domestic partners equivalent to those provided to their employees with spouses.~~

2. Non-discrimination in Benefits – Specifically permitted practices ~~Compliance with SMC Ch. 20.45~~

~~Provided that the Contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, the following employee benefits policies are in compliance with the requirements of SMC Ch.20.45: The following employee benefits policies are in compliance with the requirements of SMC Ch. 20.45:~~

- a. ~~(a) The Contractor provides benefits to individuals in addition to employees’ spouses and employees’ domestic partners; or The Contractor does not discriminate in the~~

- ~~provision of benefits between employees with spouses and employees with domestic partners; or~~
- ~~b. (b) The Contractor provides benefits on a basis independent of marital or domestic partner status by allowing all employees to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or The Contractor provides benefits to individuals in addition to employees' spouses and employees' domestic partners, and the Contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners; or~~
 - ~~c. (c) The Contractor provides benefits neither to employees' spouses nor to employees' domestic partners. The Contractor provides benefits on a basis independent of marital or domestic partner status by allowing all employees to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits and the Contractor does not discriminate in the provision of these benefits between employees with spouses and employees with domestic partners; or~~
 - ~~c. The Contractor provides benefits neither to employees' spouses nor to employees' domestic partners.~~

3. VERIFICATION OF COMPLIANCE

The Contractor will be required to certify ~~in the Agreement its compliance with SMC Ch. 20.45 and related rules and to submit to Seattle Public Utilities an Equal Benefits Compliance Declaration (Form CSD EB-1) prior to award of the Agreement. Failure to comply with the requirements of SMC 20.45 and/or related rules at any time during the term of the Agreement will constitute a material breach of the Agreement and subject the Contractor to sanctions and remedies as provided for in the Agreement.~~ its compliance with SMC Ch. 20.45 by signing the Contracts awarded as a result of this RFP, which will contain language obligating the Contractor to comply with SMC Ch. 20.45. At all times during the term of the Contract, the City shall have the authority to audit the Contractor's employee benefits policies, to the extent necessary to determine compliance with SMC Ch. 20.45. Failure to comply with the requirements of SMC Ch. 20.45 during the term of the Contract will constitute a material breach of the Contract and subject the Contractor to sanctions and remedies as provided for in the Agreement.

4. Non-Discriminatory Discrepancies in Benefits – Authorization Required

~~a.4.1 Reasonable Measures Authorization~~ Cash Equivalent Payment In Lieu of Equal Benefits

In the event that ~~at the~~ Contractor, after taking all reasonable measures, is unable to provide equal benefits by the date the ~~Contract Agreement~~ with SPU ~~is awarded, and further resulting from this RFP is executed and, further,~~ does not anticipate being able to provide such benefits at any time during the term of the ~~Agreement~~ Contract, the Contractor, in order to comply with SMC Ch. 20.45 ~~and related rules,~~ must provide to employees with domestic partners a cash equivalent payment. The cash equivalent payment shall be the amount of money paid by the Contractor for the benefit given to a similarly situated employee.

~~b.a.4.2 Substantial Compliance~~ Authorization

In the event that the Contractor fully intends to comply with the provisions of SMC Ch. 20.45 but is unable to provide equal benefits by the date the Agreement with Seattle Public Utilities is awarded, a delay in the provision of equal benefits may be authorized in the following circumstances only: (1) delay related to the Contractor's open enrollment period for an employee insurance plan (not to exceed 12 months); (2) administrative delay associated with incorporating equal benefits into the Contractor's infrastructure (not to exceed 3 months); (3) delay associated with collective bargaining agreements. ~~is unable to~~

~~provide equal benefits by the date the Agreement with the City is executed, a delay in the provision of equal benefits will be authorized in the following circumstances only:~~

~~Open Enrollment Delay: the Contractor is unable to make the required changes to its benefits policy until the next open enrollment period for that policy, provided that this delay may not exceed twelve (12) months from the date of the Contract with the City resulting from this RFP.~~

~~Administrative Delay: the Contractor is unable to complete administrative steps necessary to incorporate equal benefits into the Contractor's infrastructure before the date of the Contract with the City, provided that such delay may not exceed three (3) months from the date of the Agreement with the City.~~

~~Collective Bargaining Delay: the benefits at issue are subject to a current Collective Bargaining Agreement ("CBA") and the Contractor cannot negotiate for changes to its benefits policies until the current CBA has expired or is re-opened.~~

54.3. Authorization Required

~~Advance authorization from the City's Contracting Services Division is required under Sections 4.1 and 4.2. SPU shall not enter into a Contract with the Contractor resulting from this RFP unless the Contractor has received authorization from the Contracting Services Division of the Executive Services Department to either provide a cash equivalent pursuant to Section 4.1 or to delay implementation of equal benefits pursuant to Section 4.2.~~

Section 5.6. Waiver of the Non-discrimination in Benefits Requirement

~~In limited circumstances, Seattle Public Utilities may seek a waiver of the equal benefits requirement, as authorized by SMC Ch.20.45 and related rules.—~~

CONTRACTOR'S TITLE VI OBLIGATIONS

In the contract resulting from this RFP, the Contractor shall agree for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") during the term of such contract as follows:

1. Compliance With Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as "the Relations"), which are herein incorporated by reference and made a part of this Contract.

2. Non-discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including for the procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, Washington State Department of Transportation, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, the Washington State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of the contract, the City Shall impose such contract sanctions as it, the Washington State Department of Transportation, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) immediately above in every subcontract, including any for the procurement of any material and any lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City, Washington State Department of Transportation, or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request WSDOT or the United States to enter into such litigation to protect the interests of the United States

PROJECT LABOR AGREEMENT

This Project will be subject to a Project Labor Agreement ("PLA") that the the successful proposer, subcontractors and the labor unions will be parties to as detailed further in Part 3 of the General Conditions attached to this RFP.

Attachment 8

FORM A

Certification

The undersigned prime proposer certifies that, to the best of his/her knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime proposer further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

Signature _____

Title _____

Date _____

**FORM B
STATEMENT OF QUALIFICATIONS
GENERAL CONTRACTOR/CONSTRUCTION MANAGER**

Firm Name/Address:

Date Prepared:

Date Firm Established:

Principal to Contact/Title:

Business Telephone:

Business FAX:

Former Firm Name(s), if any. Year Established Name/Address/Telephone of Parent Company, if any

Submittal for: Sole Proprietorship Corporation Joint Venture
 Parent Company Home Office Branch Office
 Partnership Other (specify)

Other offices of the firm:

City/State Telephone No. No. of personnel Identify home office with *

If firm is an engineering corporation, is it registered to do business in the State of Washington?
 Yes No

No. of licensed professional engineers: _____ Their engineering disciplines:

**FORM C
Project Example**

Firm Name: _____

Project Example # _____

Project Name and Location:

Owner's Name, Address, Telephone:

Firm's Contract Price: _____

Firm was involved as:

_____ Prime Consultant

_____ Subconsultant

_____ Joint Venture

_____ Other (identify)

Project Completion Date: _____

Project Description:

Firm's Project Personnel (place an asterisk (*) by the name of each person who will be assigned to this project):

Name

Title

Employer

Project Responsibility

(at time of project performance)

Project References (Include name, organization, title, telephone):
(Please ensure information is current)

**FORM D
Resume**

Firm Name: _____

Name: _____ Title: _____

Years employed by firm: _____ Total professional experience: _____ years

Education: (college/degree/year):

Professional registrations and licenses (type/state/year):

Awards, publications, etc.

Previous employment (firm/location/title/dates):

Brief summary of relevant experience:

Specific project experience includes:

FINAL RFP BID INSTRUCTIONS

General Contractor/Construction Manager Services
Seattle Public Utilities
Landsburg Fish Passage Project

Bids To Be Received

Seattle Public Utilities
Dexter Horton Building 11th Floor, Room 1130
710 Second Avenue
Seattle, Washington 98104

Bid Deadline:
4:00 p.m.,
Monday, October 9, 2000

Sept 25, 2000

**CITY OF SEATTLE
GENERAL CONTRACTOR/CONSTRUCTION MANAGER
FOR LANDSBURG FISH PASSAGE PROJECT**

INSTRUCTIONS TO BIDDERS

This Bid Instruction Document includes the Instructions to Bidders, explanation of Bid Requirements, and the Bid Proposal form.

The bidder shall submit four sets of numbers:

1. The first (A), is a specified Allowance for Preconstruction Services of \$150,000
2. The second (B), is the amount derived from a Bid Fee Percentage for the GC/CM's profit, overhead, and related costs (as defined in the RFP, this Bid Instruction Document and in the sample contracts) for Construction Phase services. The bidder shall perform the calculation of multiplying the proposer's Construction Phase Bid Fee Percentage by \$7,100,000 (for the purposes of this solicitation, the City's estimate of the MACC), to determine a single lump sum number for the estimated Fixed Fee;
3. The third (C), is a dollar amount, for the Specified General Conditions as described in Section 3 of this document.
4. The fourth (D), is a Total Bid dollar amount equal to the sum of (A) \$150,000 + (B) the estimated Fixed Fee + (C) the Specified General Conditions.

The bidder shall complete all other requested information on the proposal form, including signature in ink by an authorized official of the firm. Failure to complete the proposal form in full may result in a bid being declared non-responsive and being rejected. The proposal form shall be submitted in a sealed envelope and delivered by 4:00 p.m. on October 9, 2000, to:

Bill Wells, Project Manager
Seattle Public Utilities
710 2nd Avenue
Seattle, WA 98104

BID REQUIREMENTS

1. FEE FOR PHASE I: PRECONSTRUCTION SERVICES

- 1.1 As part of the Final Proposal, the bidder shall submit a detailed schedule of anticipated costs, on a monthly basis, for providing GC/CM preconstruction services as identified in the RFP and Form of Contract – Preconstruction (not to exceed SPU's established Preconstruction Services Fee allowance). The detailed schedule shall include a staffing matrix listing all anticipated staffing positions for preconstruction, personnel filling those positions, hourly billing rates, estimated hours per month, and estimated direct expenses over the duration of the preconstruction services period. The selected Finalist's detailed schedule of anticipated costs will be incorporated into the preconstruction contract.
- 1.2 It is currently anticipated that the GC/CM will begin Preconstruction Services work on Phase I in November, 2000, continuing for approximately 14 months into January, 2001. It is anticipated that MACC negotiations will occur sometime between 60 percent and 90 percent design completion.
- 1.3 Preconstruction Services are identified in Attachment 1 (Form of Contract-Preconstruction) to the RFP. The Preconstruction Services Fee Allowance of \$150,000 shall be the maximum compensation for these services. The contractor will be paid monthly for its preconstruction services based on actual time and expenses (without mark-up) incurred each month.
- 1.4 The Preconstruction Services Fee Allowance shall include all of the GC/CM's costs for participating in the development of a Project Labor Agreement, Apprenticeship program, and BOOST Program acceptable to the City.

2. GC/CM FEE FOR PHASE II

- 2.1 The GC/CM shall submit a number that represents the GC/CM's Fixed Fee, stated as a percentage, for the construction Phase, which is defined as the phase beginning with the establishment of the MACC and continuing through completion. For purposes of this bid, each bidder shall use its Fixed Fee, stated as a percentage, convert it to a decimal, and multiply it by \$7,100,000, the City's estimate of the MACC, to assist in determining the low bidder for the Project. Once a MACC is determined for the Project, the Fee percentage, as a decimal, shall be multiplied by the finalized MACC to determine the GC/CM's actual Fixed Fee for the Project.
- 2.2 The Fixed Fee shall include all profit (and loss) and overhead of the GC/CM firm for this Project during the construction phase.

3. SPECIFIED GENERAL CONDITIONS WORK

- 3.1 The GC/CM firm shall submit a number on the Bid Proposal form which represents the dollar amount for the "Specified General Conditions Work." The "Specified General Conditions Work" for the purposes of the Bid Proposal shall be a fixed amount to cover all cost of project staffing and fees for all elements of the project during the construction phase, bonds, insurance, and other items as detailed in the Specified General Conditions List (Exhibit A to the Form of Contract - Construction). All other General Conditions will be bid at a later date as part of subcontractor bidding packages or be treated as reimbursables and become part of the MACC.
- 3.2 PROJECT STAFFING

As part of the Final Proposal, the GC/CM firm shall submit an estimate of the number of hours per month for each Project Team member assigned to the project during the construction phase as described in your firm's initial Proposal, or as modified in any revisions to your firm's staffing plan submitted with the Final Proposal.

Among other items, the Specified General Conditions dollar amount includes the cost of staffing all elements of the project during the construction phase. At a minimum, staffing shall include personnel assigned to the work elements listed below:

Project Manager
Superintendent
Estimating
Environmental Coordinator
Safety Officer
Social and Economic Program Management
Scheduling
Purchasing

By listing out these work elements, it is not SPU's intention to require a separate staff member be provided for each work element, rather it is to ensure that the time commitment for these responsibilities are accounted for in the contractor's proposed staffing plan. Assignment of more than one work element to a single staff member is permissible.

SEATTLE PUBLIC UTILITIES
Dexter Horton Building 11th Floor, Rm. 1130
710 2nd Avenue
Seattle, WA 98104

BID PROPOSAL

**GC/CM Services for Construction of the
Landsburg Fish Passage Project**

DUE October 9, 2000, 4:00 p.m.

I/We, the undersigned, having read all the requirements of the Bid Instruction Document, together with the Request for Proposal, agree to furnish all labor and materials specified herein necessary to complete the work, as follows:

TOTAL BID

A. Preconstruction Services Allowance (A) \$150,000

B. GC/CM Fee % for Construction: _____ percent.

Fixed Fee: _____% of \$7,100,000 = (B) \$ _____

C. Specified General Conditions Work Bid

Project Staffing	\$ _____
Insurance	\$ _____
Bonds	\$ _____
Taxes	\$ _____
Other	\$ _____

Total Specified General Conditions Bid (C) \$ _____

TOTAL BID = Sum of \$150,000 + (B) + (C) = \$ _____

The above bids do NOT include State of Washington Sales Tax. The City will include sales tax in the total bid (as applicable) at the time of payment. The above bids shall include Washington State B&O Tax.

ADDENDUM RECEIPT

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

Addendum No. 1 to RFP

Date: September 25, 2000

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

NAME OF FIRM /JOINT VENTURE _____

SIGNED BY _____

OFFICIAL CAPACITY _____

ADDRESS _____

CITY AND STATE _____

DATE _____ TELEPHONE _____ FAX _____

STATE OF WASHINGTON CONTRACTOR'S LICENSE NO. _____

NOTE: If bidder is a corporation, so indicate below, and write State of incorporation below; if a partnership, so indicate below, and give the full name and address of all partners below:

The City of Seattle reserves the right to reject any and all bids.

**Addendum No. 1
September 25, 2000
Seattle Public Utilities
Request for Proposals
General Contractor/ Construction Manager Services for
The Landsburg Fish Passage Project**

Part 1. Modifications to the RFP

Notice is hereby given that the RFQ is modified as follows:

SECTION 2 PROCUREMENT PROCESS

Under Final Proposals on page 5, replace the sentence “SPU has established an allowance for the Preconstruction Service Fee of “\$125,000.” with the sentence “SPU has established an allowance for the Preconstruction Service Fee of “\$150,000.”

SECTION 3 PROPOSALS AND EVALUATION CRITERIA

On page 9 Item 6 Project Approach replace the phrase “This information shall not exceed twenty (15) pages” with “This information shall not exceed fifteen (15) pages.”

SECTION 4 –OTHER PROPOSAL INFORMATION

SECTION 5 – CITY OF SEATTLE SOCIAL AND ECONOMIC PROGRAMS

Replace all of Section 5 text with the text provided below (revisions from the original text are shown in strike and underline):

SEATTLE MUNICIPAL CODE

Seattle Municipal Code and City Ordinances referenced herein or in other parts of this RFP can be accessed at the Seattle City Clerk’s Office Municipal Archives Internet web site:

www.ci.seattle.wa.us/leg/clerk/clerk.htm

NON-DISCRIMINATION – CONTRACT COMPLIANCE IN EMPLOYMENT AND SERVICES

The Contracts awarded as a result of this RFP will be subject to the requirements of Seattle Municipal Code Chapter 20.44., and Ordinance 119628 as now or hereafter amended. Specifically, the following language will be made part of the Service Agreement:

The Contractor shall comply with Seattle Municipal Code Chapter 20.44, and Ordinance 119628 as now or hereafter amended, during the performance of the Contract to the extent of activities funded pursuant to this Contract, and the Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, age, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, age, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- (2) Contractor shall, prior to commencement and during the term of this contract, furnish to the City of Seattle's Executive Services Director or his or her designee, upon request and on such form as may be provided by the Executive Services Director, a report of the affirmative action taken by Proposer Contractor in implementing the terms of this provision, and will permit access to the records of employment, employment advertisements, application forms, other pertinent data and records by the Executive Services Director for the purpose of investigation to determine compliance with this provision
- (3) If, upon investigation the Executive Services Director finds probable cause to believe that Contractor has failed to comply with any of the terms of this Section, the Executive Services Director shall give Proposer Contractor an opportunity to be heard after ten (10) days notice of failure to comply. Upon the findings of the Executive Services Director, the City may suspend its performance under this Contract and/or withhold any funds due or to become due to Contractor, pending compliance by Contractor with the terms of this Section.
- (4) Failure to comply with any of the terms of this subsection shall be a material breach of this Contract.
- ~~(4) The foregoing provisions of this subsection A. shall be included in all contracts and subcontracts for the Project.~~
- (5) The provisions of subsections (1) through (4) immediately above shall be included in all contracts and subcontracts for the Project.
- ~~(5) Failure to comply with any of the terms of this subsection shall be a material breach of this Contract.~~

"BOOST" PROGRAM

Pursuant to Ordinance 119602, as amended, the construction work to be performed under the contracts to be awarded as a result of this RFP will be subject to the City's new "Boost" program. The Boost program is designed to promote the use of small businesses on City contracts. For the pilot phase of this program, only small construction businesses that are otherwise eligible will count towards participation in the program.

Small businesses that are eligible for participation in the pilot must meet federal Small Business Administration (“SBA”) size criteria and must perform a commercially useful function. Additionally, the business must meet **one** of the following criteria:

- a) Be located within the legal boundaries of King County; or,
- b) Meet business development requirements as defined in the Boost Program Rules. In the prior 12 months, the business must have taken 15 clock hours of business-related training in a program approved by the City. Examples of business-related training include: basic business planning and concepts (e.g., marketing, research and analysis, organization, management, and supervision, resource identification and use, financing, strategic planning), contract estimating and bidding, and contract scheduling, loan packaging and bonding, bookkeeping and business accounting, and other similar courses.

The City will make an incentive payment to the Contractor if it utilizes a pre-determined amount of Boost Program eligible businesses. The specific amount of utilization or method of calculating utilization necessary to receive an incentive payment, and the amount of the incentive payment is currently “to be determined.”

PRE-APPRENTICE AND APPRENTICE UTILIZATION REQUIREMENT

The Construction Contract awarded as a result of this RFP will be subject to the provisions of SMC Ch. 20.38, which will include the following:

1. The Contractor and its Subcontractors shall be required to use apprentice labor to perform 15% of the total construction labor hours as specified in the City’s Apprentice Utilization Requirement. The Contractor and its Subcontractors shall pursue a goal of using twenty one percent (21%) of the apprentice labor hours be performed by minority apprentices and twenty percent (20%) of the apprentice labor hours be performed by women apprentices. Apprentices must be enrolled in a Washington State approved apprenticeship training program in order to meet these requirements and goals.
2. The Contractor and its Subcontractors shall work cooperatively with state-approved apprenticeship programs to hire, whenever possible, new apprentices who have recently graduated from pre-apprenticeship programs.

FAIR CONTRACTING PRACTICES ORDINANCE

The Contracts awarded as a result of this RFP will be subject to the provisions of Fair Contracting Practices Ordinance, Ordinance 119601. In general, this ordinance prohibits discrimination in public or private contracting against any person on the basis of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical disability.

AFFIRMATIVE EFFORTS TO UTILIZE WOMEN-OWNED AND MINORITY -OWNED BUSINESS ENTERPRISES

1. General

No utilization requirements for Women and Minority Business Enterprises (“WMBEs”) shall apply to the Agreements resulting from this RFP. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the Agreement and no preference will be given to a Proposer for its WMBE utilization or WMBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Agreements will continue to apply.

As required by RCW 35.22.650 and other provisions of these specifications, the Contractor and all subcontractors shall comply with the following clause in connection with the construction phase of this Agreement:

"Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority Bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid."

"As used in this clause, the term 'minority business' means a business at least 51% of which is owned by minority group members. Minority group members include but are not limited to Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts and Spanish Americans."

2. Non-Discrimination

The Contractor shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any mental or physical disability in an otherwise qualified disabled person.

3. Record Keeping

The Contractor shall maintain, for at least 12 months after the Final Completion Date, relevant records and information necessary to document the Contractor's utilization of WMBEs and other businesses as Subcontractors and Suppliers under the Agreement resulting from this RFP and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers under the resulting Agreements. The City shall have the right to inspect and copy such records. If this Agreement involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreements.

4. Affirmative Efforts to Utilize WMBEs

The City encourages the utilization of Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs") (collectively, "WMBEs"), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the City, to provide project information and to inform WMBEs of contracting and subcontracting opportunities.
- b. Placing all qualified WMBEs attempting to do business in The City of Seattle on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by The City of Seattle, in sufficient time to allow such businesses to respond to the written solicitations.
- c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
- d. Establishing delivery schedules, where the requirements of the Agreements resulting from this RFP permit, that encourage participation by WMBEs.
- e. Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of this Agreement.

- f. Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, The City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

5. Sanctions for Violation

Any violation of the mandatory requirements of this section shall be a material breach of Agreement for which the Contractor may be subject to damages and sanctions provided for by Agreement and by applicable law.

EQUAL BENEFITS ORDINANCE

1. **Seattle Municipal Code Chapter 20.45**

The Contract entered into as a result of this RFP will be subject to the requirements of SMC Ch. 20.45 ~~and related rules (Ordinance No. 119748), under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides its employees with spouses. which requires contractors who contract with the City to provide benefits to their employees with domestic partners equivalent to those provided to their employees with spouses.~~

2. **Non-discrimination in Benefits – Specifically permitted practices Compliance with SMC Ch. 20.45**

~~Provided that the Contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, the following employee benefits policies are in compliance with the requirements of SMC Ch. 20.45: The following employee benefits policies are in compliance with the requirements of SMC Ch. 20.45:~~

- a. ~~The Contractor provides benefits to individuals in addition to employees' spouses and employees' domestic partners; or The Contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners; or~~
- b. ~~The Contractor provides benefits on a basis independent of marital or domestic partner status by allowing all employees to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or The Contractor provides benefits to individuals in addition to employees' spouses and employees' domestic partners, and the Contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners; or~~
- c. ~~The Contractor provides benefits neither to employees' spouses nor to employees' domestic partners. The Contractor provides benefits on a basis independent of marital or domestic partner status by allowing all employees to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits and the Contractor does not discriminate in the provision of these benefits between employees with spouses and employees with domestic partners; or~~
- d. ~~The Contractor provides benefits neither to employees' spouses nor to employees' domestic partners.~~

3. **VERIFICATION OF COMPLIANCE**

The Contractor will be required to certify ~~in the Agreement its compliance with SMC Ch. 20.45 and related rules and to submit to Seattle Public Utilities an Equal Benefits Compliance Declaration (Form CSD EB-1 –provided in Attachment 12 to this RFP) prior to award of the Agreement. Failure to comply with the requirements of SMC 20.45 and/or related rules at any time during the term of the Agreement will constitute a material breach of the Agreement and subject the Contractor to sanctions and remedies as provided for in the Agreement.~~ ~~its compliance with SMC Ch. 20.45 by signing the Contracts awarded as a result of this RFP,~~

~~which will contain language obligating the Contractor to comply with SMC Ch. 20.45. At all times during the term of the Contract, the City shall have the authority to audit the Contractor's employee benefits policies, to the extent necessary to determine compliance with SMC Ch. 20.45. Failure to comply with the requirements of SMC Ch. 20.45 during the term of the Contract will constitute a material breach of the Contract and subject the Contractor to sanctions and remedies as provided for in the Agreement.~~

4. Non-Discriminatory Discrepancies in Benefits – Authorization Required

a. ~~Reasonable Measures Authorization~~ **Cash Equivalent Payment In Lieu of Equal Benefits**

In the event that the Contractor, after taking all reasonable measures, is unable to provide equal benefits by the date the Contract with SPU resulting from this RFP is ~~executed~~ **awarded** and, further, does not anticipate being able to provide such benefits at any time during the term of the Contract, the Contractor, in order to comply with SMC Ch. 20.45 ~~and related rules~~, must provide to employees with domestic partners a cash equivalent **payment**. The cash equivalent **payment** shall be the amount of money paid by the Contractor for the benefit given to a similarly situated employee.

b. Substantial Compliance **Authorization**

In the event that the Contractor ~~fully intends to comply with the provisions of SMC Ch. 20.45 but is unable to provide equal benefits by the date the Agreement with Seattle Public Utilities is awarded, a delay in the provision of equal benefits may be authorized in the following circumstances only: (1) delay related to the Contractor's open enrollment period for an employee insurance plan (not to exceed 12 months); (2) administrative delay associated with incorporating equal benefits into the Contractor's infrastructure (not to exceed 3 months); (3) delay associated with collective bargaining agreements.~~ ~~is unable to provide equal benefits by the date the Agreement with the City is executed, a delay in the provision of equal benefits will be authorized in the following circumstances only:~~

~~Open Enrollment Delay: the Contractor is unable to make the required changes to its benefits policy until the next open enrollment period for that policy, provided that this delay may not exceed twelve (12) months from the date of the Contract with the City resulting from this RFP.~~

~~Administrative Delay: the Contractor is unable to complete administrative steps necessary to incorporate equal benefits into the Contractor's infrastructure before the date of the Contract with the City, provided that such delay may not exceed three (3) months from the date of the Agreement with the City.~~

~~Collective Bargaining Delay: the benefits at issue are subject to a current Collective Bargaining Agreement ("CBA") and the Contractor cannot negotiate for changes to its benefits policies until the current CBA has expired or is re-opened.~~

c. **Authorization Required**

Advance authorization from the City's Contracting Services Division is required under paragraphs 4.a and 4.b above.

5. Waiver of the Non-discrimination in Benefits Requirement Authorization Required

In limited circumstances, Seattle Public Utilities may seek a waiver of the equal benefits requirement, as authorized by SMC Ch.20.45 and related rules. SPU shall not enter into a Contract with the Contractor resulting from this RFP unless the Contractor has received authorization from the Contracting Services Division of the Executive Services Department to either provide a cash equivalent pursuant to Section 4.1 or to delay implementation of equal benefits pursuant to Section 4.2.

CONTRACTOR'S TITLE VI OBLIGATIONS

In the contract resulting from this RFP, the Contractor shall agree for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") during the term of such contract as follows:

1. Compliance With Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Contract.

2. Non-discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including for the procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, Washington State Department of Transportation, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, the Washington State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of the contract, the City shall impose such contract sanctions as it, the Washington State Department of Transportation, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) immediately above in every subcontract, including any for the procurement of any material and any lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City, Washington State Department of Transportation, or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request WSDOT or the United States to enter into such litigation to protect the interests of the United States

PROJECT LABOR AGREEMENT

This Project will be subject to a Project Labor Agreement ("PLA") that the the successful proposer, subcontractors and the labor unions will be parties to as detailed further in Part 3 of the General Conditions attached to this RFP.

FINAL RFP (REQUEST FOR FINAL PROPOSALS AND INTERVIEW)

General Contractor / Construction Manager (GC/CM) Services

for the

Landsburg Fish Passage Project

Issued September 25, 2000

A. Introduction

1. The Selection Committee has named four Finalists: Atkinson Construction, Dillingham Construction, Harza / Goodfellow Bros. Joint Venture, and Natt McDougall Company. Each Finalist is invited to submit a Final Proposal and participate in an interview in accordance with this Final RFP.
2. A revised Target Schedule for the Finalist GC/CM Selection Process is included with this Final RFP.
3. For the Finalist teams that are interested, SPU will allow another access opportunity to see the Landsburg diversion facilities on an appointment basis up until the date of the interviews. Those that are interested should contact Bill Wells for an appointment (206-684-0221).
4. Reference is made to the initial RFP documents, dated August 10, 2000 and the Proposals previously submitted by the Finalist for additional information.
5. The Selection Committee has prepared a list of questions for each Finalist. The Finalists are requested to address these questions as a part of their interview presentation.
6. This Final RFP, through an Addendum to the initial RFP, includes revised Pre-construction and Construction Form of Contracts between the Owner and the GC/CM. These documents describe the intended scope of work and terms that will apply. The Final Proposal is to be based on these Form of Contracts.

All proposers are advised to carefully review the Form of Contract and General Conditions. The successful proposer shall be required to execute the material terms of the Form of Contract and General Conditions.

After bids are opened, the City reserves the right, at the sole discretion of the City, to negotiate material changes to the contracts, should the City determine that such changes are in the best interests of the City

7. In some areas the instructions, scope of work, and specific terms applicable to this Project are revised from the information provided with the initial RFP, dated August 10, 2000. The later information included with this Final RFP shall take precedence.

B. Interview Evaluation Criteria

1. The Selection Committee will evaluate the Finalists based on:
 - Project approach articulated in the presentation and discussion
 - Capabilities and attitude of key members of the proposed staff
 - Participation in and responses to questions and discussion topics

C. Interview – Instructions to Finalists

1. Interviews will be held Wednesday October 4, 2000. The interviews will be in conference room 1140 on the 11th floor of the Dexter Horton Building, 710 2nd Avenue, Seattle, Washington. 1.5 hours are allowed for each interview. The interviews are scheduled as follows:

Atkinson Construction	8:30 AM - 10:00 AM;
Dillingham Construction	10:30 AM 12:00 PM;
Harza/ Goodfellow Bros.	1:00 PM –2:30 PM
Natt McDougall Company	3:00 PM –4:30 PM

2. Finalists shall make a presentation of approximately 40 minutes. The form and specifics of the Finalist's presentation is to be determined by the Finalist team. Please include in the presentation a response to the Selection Panel questions attached to this document. The remainder of the interview time will be allocated to interactive questions and discussion. At a minimum, the team's corporate executive dedicated to the project, the project manager, and the project superintendent shall be in attendance, along with other key project staff to be involved with the preconstruction and construction services.
3. Ten copies, including one original, of the Final Proposal w/ sealed Bid Form are to be submitted Monday, October 9. The proposals shall be submitted to:
Bill Wells, Project Manager
Seattle Public Utilities
Dexter Horton Building, 11th Floor, Rm. 1130
710 2nd Ave
Seattle, WA 98104

Proposals must be received no later than **4 p.m.**

D. Final Proposal Evaluation Criteria

1. The bid prices in the Final Proposal Bid Form will be evaluated in the following manner:
 - Low conforming bid 15 points
 - A bid within 5% of low bid 14 points
 - A bid within 10% of low bid 12 points
 - A bid within 15% of low bid 9 points
 - A bid within 15% of Low bid 5 points
 - Any other bid 0 points

E. Final Proposal – Instructions to Finalists

1. The Final Proposal consists of following:
 - a. Any revisions to the proposed staffing plans provided in the Finalist's Proposals submitted on September 12.
 - b. A detailed schedule of the Proposer's anticipated preconstruction services cost.
 - c. An estimate of the number of hours per month for each Project Team member assigned to the project during the construction phase as described in your firm's initial Proposal, or as modified in any revisions to staffing plans submitted with your Final Proposal.

- d. In a separate sealed envelope, the Finalist's Bids on:
 - The Specified General Conditions Price
 - The percentage for calculating the GC/CM Fixed Fee.
2. Instructions for preparing the schedule of preconstruction costs, and the bids on the Specified General Conditions Price and GC/CM Fixed Fee are provided in the attached Final RFP Bid Instructions Document.

F. Supplemental Information and Exhibits to the Final RFP

- | | |
|--|-----------------|
| ▪ List of Interview Questions for Finalist (individualized) | Dated 25 Sep 00 |
| ▪ Final Proposal Bid Instructions & Bid Form | Rev – 25 Sep 00 |
| ▪ Target Schedule for Finalist GC/CM Selection Process | Rev – 25 Sep 00 |
| ▪ SPU Responses to questions received from proposing teams | Rev – 25 Sep 00 |
| ▪ Addendum 1 to initial RFP (RFP issued August 10, 2000) | Rev – 25 Sep 00 |
| Revisions to RFP text | Rev – 25 Sep 00 |
| Form of Contract - Preconstruction | Rev – 25 Sep 00 |
| Form of Contract - Construction | Rev – 25 Sep 00 |
| Specified General Conditions List | Rev – 25 Sep 00 |
| City of Seattle General Conditions for Facilities Construction | Rev – 25 Sep 00 |
| Preliminary Design Concept Summary Report | Rev – Sep 00 |
| Equal Benefits Compliance Declaration Worksheet | Rev – Aug 00 |