

CITY OF REDMOND, WASHINGTON
GC/CM PRECONSTRUCTION SERVICES CONTRACT
REDMOND SENIOR AND COMMUNITY CENTER BUILDING

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the **City of Redmond**, hereinafter called City, and, **Absher Construction Company**, hereinafter called GC/CM.

This Contract shall be effective on the date of the last signature on the Approvals page of this Contract and shall be the agreed basis for the performance of and compensation for Preconstruction Services for the **Redmond Senior and Community Center Building** ("Project").

RECITALS

In consideration of the terms and conditions, the parties hereto agree as follows:

- A. City intends to design and construct the above named Project utilizing the services of a General Contractor/Construction Manager ("GC/CM").
- B. GC/CM has submitted the highest scoring proposal to provide GC/CM services, part of which includes preconstruction services.
- C. The following terms have the following defined meanings:
 - 1. "Drawings" means graphic depictions of the scope, extent, and character of the Project work prepared by the Architect.
 - 2. "Architect" for the Project is Opsis Architecture, LLP. The Architect will be working with the City, community groups, Owner Representative and GC/CM to develop the design and construction documents for the Project.
 - 3. "Owner Representative" for the Project is D. Becker Consulting, LLC. The Owner Representative is under separate contract with the City to work with the City, community groups, Architect, and GC/CM to develop the Project.
 - 4. "Specifications" means written requirements for materials, equipment, systems, standards and workmanship for the Project work, and certain administrative requirements and procedural matters applicable thereto.

AGREEMENT

1. Scope of Work

- a. GC/CM shall provide the Preconstruction Services as described in Exhibit 1 Preconstruction Scope of Work dated March 15, 2021 and in Exhibit 2 Preconstruction Services Work Plan dated _____, 2021, to this Contract. The GC/CM shall provide the Preconstruction Services in accordance with the agreed upon schedule to ensure that the objectives in the Scope of Work are met, and in a manner consistent with the professional skill and care ordinarily provided by similarly situated construction management professionals.
- b. Work under this Preconstruction Services Contract will be completed on or before December 31, 2022.

2. Compensation

- a. The City will compensate the GC/CM for services rendered on an hourly basis and for approved reimbursable expenses, up to and not to exceed an amount of **\$360,550**, (Three Hundred Sixty Thousand Five Hundred Fifty Dollars) excluding Washington State sales tax (the "Preconstruction Sum"), for satisfactorily performed Preconstruction Services authorized by this Contract. This Preconstruction Sum specifically includes all the GC/CM's direct and indirect costs arising out of or related to the performance of the Preconstruction Services authorized in this Contract.
 - 1) The GC/CM will only be compensated for the positions and at the rates included in the Preconstruction Services Work Plan, Exhibit 2.
 - 2) The hourly rates included in Exhibit 2 include all profit and overhead costs. Overhead costs will include all home office and field office costs including but not limited to corporate officers, administrative staff, supervision, supplies, materials, equipment, taxes, any travel and/or relocation costs, vehicles, office space, etc. Any names and rates for staff added after execution of this contract will be submitted to the City to approve prior to invoicing for the added staff.
 - 3) No additional markup will be included for work performed under this Preconstruction Services Contract.
- b. The GC/CM shall submit monthly invoices and will be paid monthly for satisfactorily completed work and services based on actual time and any authorized expenses agreed to in advance, up to the Preconstruction Sum set forth herein.
- c. The City will not compensate the GC/CM for any costs exceeding the Preconstruction Sum unless those costs are authorized in advance by agreement with the City and included in a Change Order to this Contract signed and executed by the City.

- d. The GC/CM will not be compensated for any remaining contract amount should its compensable hours and expenses total less than the Preconstruction Sum.

3. Change Orders

- a. The City may, at any time and without invalidating the Contract, request that the GC/CM perform additional services that are not included in the Preconstruction Scope of Work. The scope of work and compensation for such additional services shall be negotiated by the City and GC/CM and authorized in writing as a Change Order to this Contract, signed by both the City and GC/CM. The Change Order must be executed prior to performance of the additional work by the GC/CM. Unless otherwise provided for in a Change Order, such additional work shall be performed at the hourly rates included in Exhibit 2 "Preconstruction Work Plan" to this Contract.
- b. If the Parties agree by Change Order to this Contract for the GC/CM to add personnel not included in the Preconstruction Work Plan, their hourly rate shall be negotiated and added to the hourly rates included in Exhibit 2, "Preconstruction Work Plan" to this Contract.

4. Subcontract Plan

- a. At the conclusion of the Design Development phase of design, GC/CM shall prepare and submit a Subcontract Plan to the City for review and approval. The Subcontract Plan shall outline the subcontract packages with bid package estimates and a procurement schedule for each package; bidding instructions; standard Subcontract agreements; and appropriate Subcontractor insurance limits and types by subcontract bid package.
- b. The GC/CM shall make every effort possible to secure at least three bids for each subcontract and equipment package. If the GC/CM receives less than three bids, the City, at its discretion, may require that the GC/CM re-bid the package at no additional cost to the City or impact to the schedule. This applies to all subcontract, supply and equipment bid packages including the packages whereby the GC/CM decides to submit a bid.
- c. The Subcontract Plan will define how the GC/CM will meet the DBE goals as defined in the Request for Proposal. These goals will be included in the Construction Contract to be awarded after successful negotiation of the MACC.
- d. Early Subcontract Bidding and Selection: Consistent with a) RCW 39.10.370 (2), the GC/CM may bid major subcontract bid packages before the City and GC/CM reach an agreement on the Maximum Allowable Construction Cost (MACC).
 - 1) Early bidding and selection, if any, shall be conducted in accordance with the Subcontract Plan.

- 2) The direct cost for advertising and subcontract bid package reproduction and distribution for early Subcontract Bid Packages will be reimbursed as Negotiated Support Services only if the City and GC/CM execute a GC/CM Contract.
 - 3) The costs for bidding and awarding subcontracts will be included in Negotiated Support Services. Only to the extent that the GC/CM has included the costs of such subcontract bidding and selection in its Negotiated Support Services, and only if the City and GC/CM execute a GC/CM Contract, will the GC/CM be reimbursed for the costs of such subcontract bidding and selection. If the City and GC/CM fail to come to agreement on a MACC, the City will not reimburse the GC/CM for its costs for subcontract bidding and selection.
5. Maximum Allowable Construction Cost (MACC) Negotiations
 - a. When the Drawings and the Specifications are at least 90% complete, the City and the GC/CM will begin MACC negotiations, in compliance with RCW 39.10.370. Within 30 days from the City submitting 90% Drawings and Specifications to the GC/CM, the GC/CM will provide a MACC proposal to the City.
 - b. The City will not reimburse GC/CM for its costs to negotiate the MACC.
 - c. As the Drawings and Specifications may not be complete at the time the MACC is negotiated, GC/CM shall include in its MACC proposal costs related to further development of the Drawings and Specifications that are reasonably inferable therefrom, to provide a complete and operating facility, provided, however, that such further development does not include changes in scope, systems, quality of materials which, if required, shall be incorporated by Change Order to the GC/CM Contract to be executed between the City and GC/CM.
6. Inability to Negotiate Acceptable MACC
 - a. This Contract is for Preconstruction Services. The City intends to either negotiate a separate contract for construction of the facility that will include the negotiated MACC or amend this Contract that will include the negotiated MACC. Upon entering into this Contract, City and GC/CM recognize the possibility that they may not be able to successfully negotiate the MACC.
 - b. In the event City and GC/CM do not successfully negotiate a MACC, this Contract will be terminated and GC/CM will be paid in accordance with the amount specified in Paragraph 2 of this Contract, up to the Preconstruction Sum, for satisfactorily performed Preconstruction Services to the date of termination. The GC/CM will not be entitled to any other compensation, damages, loss of profits or payment of any other kind.
7. Retainage
 - a. The City will not withhold retainage on the Work of these Preconstruction Services.

8. Payment and Performance Bonds

- a. A Payment Bond and Performance Bond are not required for the work of these Preconstruction Services.

9. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary, the GC/CM shall make available to the City for the City's examination all of the GC/CM's records and documents with respect to all matters covered by this Agreement and, furthermore, the GC/CM will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

10. City of Redmond Business License

- a. The GC/CM agrees to obtain a City of Redmond business license prior to performing any work pursuant to this Agreement.

11. Compliance with Federal, State and Local Laws

- a. GC/CM shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

12. Compliance with the Washington State Public Records Act

- a. GC/CM acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or GC/CM. GC/CM shall cooperate with the City so that the City may comply with all of its obligations under the Act.
- b. Within ten (10) days after receipt of notice from the City, GC/CM shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. In addition to its other indemnification and defense obligations under this Agreement, GC/CM shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of GC/CM to comply with this Section 12.

13. GC/CM Staffing

- a. GC/CM agrees to provide all professional personnel necessary to perform the required Preconstruction Services including the individuals named in Table 1 Key Personnel, below who were named in the GC/CM's proposal submitted in

response to the City's Request for Proposals for GC/CM Services for the Project. Except in the event of the death of the employee or their termination of employment with the GC/CM, these Key Personnel shall remain assigned to the Project and shall be performing the work for the duration of the Project unless otherwise agreed to in writing by the City.

- b. Key Personnel (to be included in the executed contract based on individuals identified in selected GC/CM's proposal)

Position Title	Name of Individual
Corporate Executive/Sponsor	Doug Orth
Project Manager	Blaine Wolfe / Cory Patton
Project Superintendent	Dennis Smith
Scheduler	Dan McCooey
Cost Estimator	Adam Buckley

Table 1 – Key Personnel

- c. The GC/CM was awarded this Contract due in part to the qualifications of Key Personnel included in the GC/CM's submittal of qualifications under the requirements of RCW 39.10.360. GC/CM's failure to use such Key Personnel after award of the Contract shall constitute a material breach of Contract entitling the City at its option to any and all remedies, including but not limited to revocation of the Contract Award, refusal to authorize Notice to Proceed, suspension of Work for such time period as is necessary for GC/CM to comply with the Contract by mobilizing the specific individuals, and/or termination of the Contract for default, pursuant to Section 19.b. If City elects to continue the Work with GC/CM's replacement of a person listed as Key Personnel, in addition to all other remedies available to City, the GC/CM agrees to pay a liquidated damage amount as defined in Table 2. GC/CM acknowledges these amounts are not a penalty and they instead constitute a reasonable estimate of damages to the City associated with the replacement of the Key Personnel on which the City relied for the award of this Contract

Position Title	Liquidated Damage Amount
Corporate Executive/Sponsor	\$2,500.00
Project Manager	\$7,500.00
Project Superintendent	\$7,500.00

Table 2 – LD Amount

- d. The GC/CM will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by the City, the City considers such removal necessary and in the best interest of the Project. The City will notify the GC/CM in writing and allow a reasonable period of time for the transition to substitute personnel. The substitute personnel must demonstrate their qualifications as indicated in the Request for Proposals (RFP) for their respective

role(s), and experience as requires to successfully perform such duties. The City shall have the right to determine in their sole discretion whether the substitute personnel are qualified to work on the Project.

14. No Waiver or Release of Claim by the City

- a. No payment, whether monthly or final, to the GC/CM for any Project work shall constitute a waiver or release by the City of any claims, rights, or remedies it may have against the GC/CM under this Contract or by law, nor shall such payment constitute a waiver, remission, or discharge by the City of any failure or fault of the GC/CM to satisfactorily perform the Project work as required under this Contract. Failure by City to require or enforce any provision of this Contract shall not constitute a waiver or release by City of any rights or remedies, or to require contractual performance by GC/CM. GC/CM agrees to perform all services under this contract in accordance with all applicable federal, state, and local laws and regulations.

15. Assignment and Conveyance

- a. The GC/CM, and its heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of all the provisions contained herein. The GC/CM shall not assign or convey its interests or obligations under this Contract without the express written consent of the City which may be withheld at City's sole discretion.

16. Jurisdiction, Venue and Severability

- a. This contract shall be governed by the laws of the State of Washington, excepting conflict of law principles, and federal law. Venue for any dispute arising out of this contract or its interpretation or construction shall be in the Superior Court of the State of Washington for King County. In the event that any provision or clause of this contract conflicts with applicable law, such conflict shall not affect other provisions of this contract which may be given effect without the conflicting provision, and any provision or clause of this contract which is determined to conflict with applicable law or unenforceable by a court of competent jurisdiction shall be severable from the remainder of this contract.

17. Invoices

- a. Invoices for payment shall reference project name and project number, and be emailed to Eric Dawson at ecdawson@redmond.gov and/or mailed to Eric Dawson at:

City of Redmond
Eric Dawson, MS 1NPW
PO Box 97010
Redmond, WA 98073-9710

In person or courier submittals shall be delivered to Redmond City Hall Customer Service Desk, 15670 NE 85th Street, Redmond, WA 98052.

18. Claims and Disputes

- a. Any claim for additional time and/or payment for work performed under this Contract shall be submitted by GC/CM to City in writing within 7 days of the event giving rise to the claim. Failure by GC/CM to submit a timely written claim shall result in a full waiver of said claim.
- b. The parties shall first attempt to resolve any disputes or misunderstandings that arise under this Contract concerning the GC/CM's performance and any properly submitted claims for additional time and/or payment by GC/CM through amicable negotiations, if possible, between the GC/CM's Project Manager and the City's Project Manager. If such parties do not agree upon a decision within a reasonable amount of time, the parties should elevate the discussion to their respective senior managers. If negotiations fail to resolve the issue, either party can request mediation. Should mediation fail to resolve the issue the parties may pursue litigation.

19. Termination:

a. Termination for Convenience

- 1) The City may terminate this Contract, in whole or in part, in writing, for its convenience.
- 2) If the City terminates for convenience, the City will pay the direct costs for Preconstruction Services satisfactorily performed to the date of termination in accordance with Paragraph 2 of this Contract, up to the Preconstruction Sum. No other termination expenses or compensation shall be owed to GC/CM, including lost profit on unperformed work.

b. Termination for Default

- 1) The City may terminate this Contract, in whole or in part, in writing if the GC/CM substantially fails to fulfill any or all of its obligations under this Contract through no fault of the City; provided, that, insofar as practicable, the GC/CM will be given: (1) not less than 7 calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate and the contractual basis thereof; and, (2) an opportunity for consultation with the City before termination. An opportunity for consultation shall not mean the GC/CM can prohibit the City's termination of the Contract.
- 2) If the City terminates for default on the part of the GC/CM, the City shall determine the amount of work satisfactorily completed to the date of termination and the amount owing to the GC/CM; provided, that (1) no amount shall be allowed for anticipated profit on unperformed services or other work; (2) any payment due to

the GC/CM at the time of termination may be adjusted to the extent of any additional costs the City incurs because of the GC/CM's default; and (3) total payment to the GC/CM shall not exceed the Preconstruction Sum. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by any withheld payments.

- c. Upon receipt of a termination notice under Paragraphs a or b above, the GC/CM shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) promptly deliver or otherwise make available to the City all data, drawings, specifications, calculations, reports, budgets, quotes, takeoffs, schedules, estimates, summaries, such other information and materials as the GC/CM, subcontractors, or sub-consultants may have acquired, developed or accumulated in performing this Contract, whether completed or in progress. This duty to turnover possession of the specified materials and documentation is specifically enforceable.
- d. Upon termination under any Paragraph above, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.
- e. If any termination for default shall be determined by a court or arbitrator to be wrongful, both parties agree that it shall be deemed a termination for convenience under Section 19.a, above.

20. Independent GC/CM

- a. In performing work and services hereunder, the GC/CM and its subcontractors, sub-consultants, employees, agents, and representatives shall be acting as independent contractors, and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever.
- b. The GC/CM shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City.
- c. The GC/CM shall be solely responsible for any claims for wages or compensation by GC/CM employees, agents, and representatives, including subcontractors and sub-consultants, and save and hold the City harmless therefrom.

21. Indemnification

- a. To the maximum extent permitted by law or the provisions of this section, the GC/CM agrees to release, indemnify, defend, and save harmless the City, its successors and assigns, and its and their shareholders, officers, officials, directors, employees, and consultants (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs (including without limitation attorneys' fees), penalties, response costs, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the GC/CM's performance of this Contract or the Work (all such

suits, claims, actions, losses, costs, penalties, response costs, and damages collectively, "Claims"). The GC/CM's obligations under this Section 21 shall not apply to Claims caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the GC/CM and the City, its officers, officials, employees, volunteers and consultants, the GC/CM's liability, including the duty and cost to defend, hereunder shall be only to the extent of the GC/CM's negligence. **FOR THE PURPOSE OF THIS SECTION 21 AND THE RIGHTS PROVIDED HEREIN, GC/CM SPECIFICALLY WAIVES ITS IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW.** This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

22. Entire Agreement

- a. This Contract constitutes the entire understanding between the GC/CM and the City relative to the matters identified herein. A Notice to Proceed with Preconstruction Services will be issued after execution of this Contract. The term of the Contract shall be from the effective date of this Contract through the completion of Preconstruction Services as agreed to by the City, unless terminated earlier in accordance with Section 19.

23. Notices

- a. Notices required in this Contract shall be in writing and either hand delivered during normal business hours, or mailed with postage prepaid, to the addresses below. While hard copies with wet signatures are required, emailed copies can be transmitted in advance of the signed copy are sent to the recipient. In person or courier submittals shall be delivered to Redmond City Hall Customer Service Desk, 15670 NE 85th Street, Redmond, WA 98052.

City of Redmond
Eric Dawson, MS 1NPW
PO Box 97010
Redmond, WA 98073-9710

ecdawson@redmond.gov

Absher Construction Company
Jeff Richards
1001 Shaw Road
Puyallup, WA 98372

jeff.richards@AbsherCo.com

EXHIBITS: The following documents, whether attached hereto or not, are hereby incorporated by reference and made a part of this Contract, as if set forth herein in full:

Exhibit 1: Preconstruction Scope of Work dated March 15, 2021

Exhibit 2: Preconstruction Work Plan dated March 15, 2021

Exhibit 3: Insurance Requirements dated March 15, 2021

APPROVALS

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed effective on the date of last signature below.

GC/CM

CITY OF REDMOND, Washington

Signature

Mayor

Printed

Date

Title

Date

Federal Tax ID No.

GC/CM / Contractor's Registration No.

Attested:

Approved as to form:

CITY CLERK

CITY ATTORNEY

Date

Date

Exhibit 1

City of Redmond, WA GC/CM Preconstruction Contract

Scope of Work

Redmond Senior and Community Center Project

Preconstruction Scope of Work

Task 1 Project Kick-off / Concept Phase Task Expanded Description

- 1.1 **Prepare Preconstruction Work Plan:** Preparation of a preconstruction work plan for review and approval by the Owner or their representative.
- 1.2 **Project Kickoff Meeting:** The purpose of this meeting will be to review the goals and objectives of the project, discuss the project approach, milestones and deliverables. On-line weekly coordination meetings will be held with the client team and the core design team members.
- 1.3 **Team Orientation Workshop / Partnering Session:** Participate in a facilitated Team Orientation Workshop / Partnering Session and possibly an SD Project Analysis Workshop. The workshop(s) or sessions are intended to promote a team environment through facilitated team building strategies and to develop specific strategies and plans with all major contracting parties.
- 1.4 **Owner/Design Team Meetings:** Attend Owner/Design Team Meetings
- 1.5 **Existing Conditions Assessment:** Review record drawings and investigate existing conditions. Recommend investigations to verify existing conditions and systems.
- 1.6 **Site Visit(s):** Visit site to verify existing conditions and systems.
- 1.7 **Equity Inclusion Planning:** As a project develops so do opportunities, as project specific community outreach evolves so does the pool of project participants. As these efforts mature the equity inclusion plan will be updated to ensure we are capitalizing on opportunity.
- 1.8 **Prepare Cost Estimate Task:** Estimating effort based on gross project areas utilizing summary level CSI line items in addition to definable bid-scopes. The estimate will be complete to include project contingencies, applicable overhead mark ups such as builder's risk insurance, liability insurance, city and state business & occupation tax and general contractor fee.
- 1.9 **Prepare Estimate A+C's Documentation:** This document will outline the assumptions made in the assembly of the current cost estimate.
- 1.10 **Prepare Work Breakdown Structure (for estimating and/or scheduling purposes):** Develop a work breakdown structure (WBS) with the Owner and Architect to be used in estimating, scheduling or both.
- 1.11 **Conduct/Participate in Value Engineering Study:** Conduct a formal or informal value engineering study with project stakeholders or keep the process internal to our estimating efforts.
- 1.12 **VE Tracking:** Create Value Engineering Tracking System
- 1.13 **Project Schedule:** Develop & maintain a preliminary project schedule. Summary level schedule focused on significant features of work, systems and collated scopes of work defining an initial construction path. Project development information during the preconstruction phase such as document development, estimate deliverables, permit submission and other critical elements necessary to meet the intended start of construction will be scheduled.

- 1.14 **Constructability Review:** Establish a Bluebeam constructability session for the entire project team, establish time frames, provide process guidance, collate comments into a tabular report for review and resolution tracking.
- 1.15 **Site Logistics Study:** Provide a site utilization plan establishing a secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.
- 1.16 **Risk Management Planning:** Participate in the development and maintenance of the risk management plan.
- 1.17 **Quality Control / Quality Management Planning:** Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be develop in response to document development.
- 1.18 **Develop BIM Project Execution Plan:** This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders.
- 1.19 **Preconstruction Concept Phase Report:** This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders.
- 1.20 **Monthly Progress Report:** The preparation and submission of a monthly progress report for services performed during the preconstruction period.

Task 2 Schematic Design Phase Task Expanded Description

- 2.1 **Owner/Design Team Meetings:** Attend Owner/Design Team Meetings
- 2.2 **Community Outreach and Engagement:** Planning, implementation, execution and monitoring a community outreach and engagement plan focused on developing SBE, DBE, MBE, WBE & MWBE contracting opportunities.
- 2.3 **Equity Inclusion Planning:** Planning, implementation, execution and monitoring equity inclusion focused on SBE, DBE, MBE, WBE & MWBE contracting opportunities.
- 2.4 **Equity Reporting:** Create contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes SBE, DBE, MBE, WBE & MWBE participation.
- 2.5 **SBE, DBE, MBE, WBE & MWBE Subcontractor Outreach:** Work with local incubators, service providers, professional associations, government, and private industry to connect with SBE, DBE, MBE, WBE & MWBE trade partners who perform work in our community. We will ensure these identified trade partners are included in all Absher bid solicitations to ensure we are providing equitable access and opportunities to our work.
- 2.6 **Periodic Estimate Updates:** Provide various cost studies as a support function of project development.

- 2.7 **Prepare Cost Estimate:** This formal cost estimate is an update to the prior estimate(s) provided. Bid-scope-worksheet detail will be added to the detail breakdown matching the document evolution.
- 2.8 **Prepare Estimate Variance Report:** This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.
- 2.9 **Target Value Specific Estimate:** This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars.
- 2.10 **VE Log:** Update & Expand the Value Engineering Log
- 2.11 **Prepare Estimate A+C's Documentation:** This document will outline the assumptions made in the assembly of the current cost estimate.
- 2.12 **Prepare Work Breakdown Structure:** (for estimating and/or scheduling purposes) Update the work breakdown structure (WBS) with the Owner and Architect to be used in estimating, scheduling, or both developed in 1.10.
- 2.13 **Project Schedule:** Update the preliminary project schedule with increasing detail in line with project development. At this stage a clear critical path will be established.
- 2.14 **Constructability Review:** Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.
- 2.15 **Site Logistics Study:** Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.
- 2.16 **Subcontract / Bid Packaging Planning:** Prepare a bid packaging plan in line with document and contract development.
- 2.17 **Trade Partner Engagement:** Prepare an RFP for the selection of specific trade partners, issue RFP, track responses, evaluate responses, conduct trade partner interviews.
- 2.18 **Develop BIM Project Execution Plan:** Participate in meeting with Opsis Architecture and the City to identify BIM related goals, services, file management, process mapping, and software systems. It's anticipated that the GC/CM will be working with Revit using BIM 360 and Navisworks for BIM efforts on this project.
- 2.19 **Risk Management Planning:** Continued participation in development and maintenance of the established risk management plan.
- 2.20 **Quality Control / Quality Management Planning:** Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be develop in response to document development.
- 2.21 **Preconstruction Schematic Design Phase Report:** This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders.

- 2.22 **Monthly Progress Report:** The preparation and submission of a monthly progress report for services performed during the preconstruction period.

Task 3 Design Development Phase Task Expanded Description

- 3.1 **Owner/Design Team Meetings:** Attend Owner/Design Team Meetings
- 3.2 **Community Outreach and Engagement:** Continued (from 2.2) implementation, execution and monitoring a community outreach and engagement plan focused on developing SBE, DBE, MBE, WBE & MWBE contracting opportunities.
- 3.3 **Equity Inclusion Planning:** Continued (from 2.3) implementation, execution and monitoring equity inclusion focused on SBE, DBE, MBE, WBE & MWBE contracting opportunities.
- 3.4 **Equity Reporting:** Update contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes SBE, DBE, MBE, WBE & MWBE participation.
- 3.5 **SBE, DBE, MBE, WBE & MWBE Subcontractor Outreach:** Continued work with local incubators, service providers, professional associations, government, and private industry to connect with SBE, DBE, MBE, WBE & MWBE trade partners who perform work in our community. We will ensure these identified trade partners are included in all Absher bid solicitations to ensure we are providing equitable access and opportunities to our work.
- 3.6 **SBE, DBE, MBE, WBE & MWBE Bid Package / Work Scope Development:** Operations and estimating staff will work to understand local trade partner abilities aligning work opportunities best suited to SBE, DBE, MBE, WBE & MWBE firms.
- 3.7 **Conduct SBE, DBE, MBE, WBE & MWBE Bidding Workshops:** Through our community outreach and engagement we will offer bidding workshops to SBE, DBE, MBE, WBE & MWBE trade partners who intend to bid on our upcoming project(s). These workshops are aimed at ensuring these trade partners have a clear understanding of the project scope, bidding documents and timeline for submitting a bid, construction and project completion.
- 3.8 **Periodic Estimate Updates:** Provide various cost studies as a support function of project development.
- 3.9 **Prepare Cost Estimate:** This formal cost estimate is an update to the prior estimate(s) provided. Bid-scope-worksheet detail will be added to the detail breakdown matching the document evolution.
- 3.10 **Prepare Estimate Variance Report:** This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.
- 3.11 **Target Value Specific Estimate:** This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars.
- 3.12 **Cash Flow Schedule:** Prepare an initial cash-flow schedule for the owner's use.
- 3.13 **Subcontract / Bid Packaging Planning:** Prepare a bid packaging plan in line with document and contract development.
- 3.14 **VE Log:** Update & Expand the Value Engineering Log

- 3.15 **Prepare Estimate A+C's Documentation:** This document will outline the assumptions made in the assembly of the current cost estimate.
- 3.16 **Prepare Work Breakdown Structure** (for estimating and/or scheduling purposes): Update work breakdown structure (WBS) with the Owner, Architect, and project stakeholders to be used in estimating, scheduling or both.
- 3.17 **Project Schedule:** Update the current project schedule to include increasing detail in line with project development. The critical path will be expanded with more detail.
- 3.18 **Constructability Review:** Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.
- 3.19 **Update Site Logistics Study:** Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.
- 3.20 **Agency Coordination Meetings:** Meetings with AHJ's such as city permitting agencies, state agencies, etc.
- 3.21 **Develop BIM Project Execution Plan:** Participate in meeting with Opsis Architecture and the City to identify BIM related goals, services, file management, process mapping, and software systems.
- 3.22 **Design Model 3D Coordination:** Run DD level design models through clash detection software and provide the team with recommendations and results that will help eliminate downstream coordination issues.
- 3.23 **Model-based Scope Analysis:** Utilize design models to support and verify (when applicable) quantity take off, and developing bid package ID in models.
- 3.24 **Risk Management Planning:** Continued participation in maintenance of the established risk management plan.
- 3.25 **Quality Control / Quality Management Planning:** Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be develop in response to document development.
- 3.26 **Preconstruction Design Development Phase Report:** This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders. This report will include a draft subcontracting plan, construction phasing plan, draft advertisement for subcontractor work, draft subcontract forms, draft site logistics plan, draft safety plan, draft construction procedures manual, early procurement and award recommendations, preliminary subcontractor buyout and construction schedule and estimate.
- 3.27 **Safety Procedures Manual:** Prepare and submit a draft safety procedures plan at the end of the DD phase.
- 3.28 **Monthly Progress Report:** The preparation and submission of a monthly progress report for services performed during the preconstruction period.

Task 4 Construction Document / MACC Preparation Phase Task Expanded Description

- 4.1 **Owner/Design Team Meetings:** Attend Owner/Design Team Meetings
- 4.2 **Community Outreach and Engagement:** Continued implementation, execution and monitoring a community outreach and engagement plan focused on developing SBE, DBE, MBE, WBE & MWBE contracting opportunities.
- 4.3 **Equity Inclusion Planning:** Update implementation, execution and monitoring equity inclusion focused on SBE, DBE, MBE, WBE & MWBE contracting opportunities.
- 4.4 **Equity Reporting:** Create contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes SBE, DBE, MBE, WBE & MWBE participation.
- 4.5 **SBE, DBE, MBE, WBE & MWBE Subcontractor Outreach:** Continued work with local incubators, service providers, professional associations, government and private industry to connect with SBE, DBE, MBE, WBE & MWBE trade partners who perform work in our community. We will ensure these identified trade partners are included in all Absher bid solicitations to ensure we are providing equitable access and opportunities to our work.
- 4.6 **Subcontract Bid Package / Work Scope Development:** Our operations and estimating staff will work to understand local trade partner abilities aligning work opportunities best suited to SBE, DBE, MBE, WBE & MWBE firms as well as other trade partners.
- 4.7 **Conduct SBE, DBE, MBE, WBE & MWBE Bidding Workshops:** Through our community outreach and engagement we will offer bidding workshops to SBE, DBE, MBE, WBE & MWBE trade partners who intend to bid on our upcoming project(s). These workshops are aimed at ensuring these trade partners have a clear understanding of the project scope, bidding documents and timeline for submitting a bid, construction and project completion.
- 4.8 **Periodic Estimate Updates:** Provide various cost studies as a support function of project development.
- 4.9 **Prepare Cost Estimate** (may include MACC level detail): This formal cost estimate is an update to the prior estimate(s) provide. Bid-scope-worksheet detail will be added to the detail breakdown matching the document evolution.
- 4.10 **GMP / MACC Negotiations:** Negotiation period related to establishing an agreed to GMP or MACC for the project – NO CHARGE FOR THIS TASK.
- 4.11 **Prepare Estimate Variance Report:** This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.
- 4.12 **Target Value Specific Estimate:** This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars. An TVE at this stage most likely will be focused on a mini-MACC or subset MACC estimate.
- 4.13 **Cash Flow Schedule:** Update the initial cash-flow schedule for the owner's use.
- 4.14 **VE Log:** Update and expand the value engineering log.
- 4.15 **Prepare Estimate A+C's Documentation:** This document will outline the assumptions made in the assembly of the current cost estimate.

- 4.16 **Update Prepare Work Breakdown Structure** (for estimating and/or scheduling purposes): Update WBS with the Owner, Architect and project stakeholders to be used in estimating, scheduling or both.
- 4.17 **Project Schedule:** Update the current project schedule to include increasing detail in line with project development. The critical path will be expanded with more detail.
- 4.18 **Constructability Review:** Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.
- 4.19 **Update Site Logistics Study:** Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.
- 4.20 **Agency Coordination Meetings:** Meetings with AHJ's city permitting agencies, state agencies, etc.
- 4.21 **Develop 4D Model from CPM:** Owner/Design Team Integrate the current schedule with the model in 4D software to illustrate work sequencing and test schedule logic.
- 4.22 **Model-based Scope Analysis:** Utilize design models to support and verify (when applicable) quantity take off, and developing bid package ID in models.
- 4.23 **Permit Submission Support:** Services related to submitting for and obtaining project specific permits.
- 4.24 **Risk Management Plan:** Continued support in maintaining the established risk management plan.
- 4.25 **Quality Control / Quality Management Planning:** Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be develop in response to document development.
- 4.26 **Preconstruction CD Phase Report:** This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders. This report will include a final subcontracting plan, final construction phasing plan advertisement form for subcontract work, subcontract agreement form, site logistics plan, safety plan, construction procedures manual, early procurement and award recommendations, subcontractor buyout and construction schedule, estimate.
- 4.27 **Monthly Progress Report:** The preparation and submission of a monthly progress report invoice for services performed during the preconstruction period.

Exhibit 2

City of Redmond, WA GC/CM Preconstruction Services Contract

Preconstruction Work Plan March 15, 2021



Exhibit #2

Redmond Senior & Community Center

GC/CM Preconstruction Services Summary

Bid Date: 15-Mar-21
 Pre-Con Notice to Proceed: 11-May-21
 Pre-Con Complete: 1-Mar-22
 Pre-Construction Duration (Months): 9.67
 Site Construction NTP: 1-Apr-22
 Site Work Complete: 1-Jun-22
 Vertical Construction Start: 2-Jun-22
 Project Substantial Completion: 23-Dec-23
 SF - Site Area (x.xx Acres): TBD
 SF - New Construction: TBD
 SF - Demolition: 0

PRECONSTRUCTION SERVICES FEE
 (Washington State Sales Tax not included)

\$ 360,550

Estimated MACC \$ 25,000,000

Position	Hours	Task 1 - Project Kick-off / Concept Phase	Hours	Task 2 - Schematic Design Phase	Hours	Task 3 - Design Development Phase	Hours	Task 4 - Construction Document / GMP / MACC Phase	Total
Director of Precon.	114	\$ 16,188	184	\$ 26,128	204	\$ 28,968	228	\$ 32,376	\$ 103,660
Operations Director	14	\$ 1,988	42	\$ 5,964	34	\$ 4,800	36	\$ 5,112	\$ 17,864
Project Executive	0	\$ -	0	\$ -	0	\$ -	28	\$ 3,976	\$ 3,976
Project Manager	20	\$ 1,600	50	\$ 4,000	72	\$ 5,760	112	\$ 8,960	\$ 20,320
Project Super.	40	\$ 4,000	40	\$ 4,000	94	\$ 9,400	132	\$ 13,200	\$ 30,600
Project Engineer	28	\$ 1,680	48	\$ 2,880	72	\$ 4,320	126	\$ 7,560	\$ 16,440
Project Scheduler	4	\$ 360	20	\$ 1,800	34	\$ 3,060	44	\$ 3,960	\$ 9,180
VDC Manager	24	\$ 2,280	4	\$ 380	20	\$ 1,900	26	\$ 2,470	\$ 7,030
VDC Engineer	4	\$ 300	0	\$ -	48	\$ 3,600	56	\$ 4,200	\$ 8,100
Design Phase Manager	24	\$ 2,280	20	\$ 1,900	64	\$ 6,080	68	\$ 6,460	\$ 16,720
Diversity & Inclusion Procurement Manager	6	\$ 510	4	\$ 340	20	\$ 1,700	28	\$ 2,380	\$ 4,930
Quality Control Manager	4	\$ 360	0	\$ -	8	\$ 720	4	\$ 360	\$ 1,440
Safety Manager	6	\$ 540	2	\$ 180	10	\$ 900	2	\$ 180	\$ 1,800
Chief Estimator	42	\$ 3,570	64	\$ 5,440	64	\$ 5,440	86	\$ 7,310	\$ 21,760
Estimator	80	\$ 6,800	236	\$ 20,060	416	\$ 35,360	406	\$ 34,510	\$ 96,730
Project Administrator	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
Subtotal Labor (Rounded)	410	\$ 42,456	714	\$ 73,072	1160	\$ 112,008	1382	\$ 133,014	\$ 360,550

Preconstruction Support Services

Site Investigation Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Investigation Material	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel/Subsistence	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reproduction/Postage/Docs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
M & E Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inclusion Task Force Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Outreach Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IT Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State B & O Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Liability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total by Phase \$ 42,456 \$ 73,072 \$ 112,008.00 \$ 133,014 \$ 360,550

TOTAL PRECONSTRUCTION SERVICES (WSST not included): \$ 360,550

Washing State Sales Tax 10.1% \$ 36,416

TOTAL PRECONSTRUCTION SERVICES (with WSST included): \$ 396,966



Redmond Senior & Community Center

		Director of Precon.	Operations Director	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Manager	VDC Engineer	Design Phase Manager	Diversity & Inclusion Procurement Manager	Quality Control Manager	Safety Manager	Chief Estimator	Estimator	Total Hrs
		Blaine Wolfe	Doug Orth	Cory Patton	Dennis Smith	Keara Flynn	Dan McCooley	Kyle Absher	Matt Quijano	Brooke McNally	Stephanie Caldwell	Kelly Spacek	Greg Boyd	Adam Buckley	Estimating Department	
Task 1 - Project Kick-off / Concept Phase	Task Expanded Description	Approximate Duration = (X Month)														
Task 1.1 - Prepare Preconstruction Work Plan	Preparation of a preconstruction work plan for review and approval by the Owner or their representative	16				8										24.00
Task 1.2 - Project Kickoff Meeting	The purpose of this meeting will be to review the goals and objectives of the project, discuss the project approach, milestones and deliverables. On-line weekly coordination meetings will be held with the client team and the core design team members.	2	2	2	2	2	2	2	2	2	2	2	2	2		26.00
Task 1.3 - Team Orientation Workshop / Partnering Session	Participate in a facilitated Team Orientation Workshop / Partnering Session and possibly an SD Project Analysis Workshop. The workshop(s) or sessions are intended to promote a team environment through facilitated team building strategies and to develop specific strategies and plans with all major contracting parties.	2	2	2	2	2	2	2	2	2	2	2	2	2		26.00
Task 1.4 - Owner/Design Team Meetings	Attend Owner/Design Team Meetings	16														16.00
Task 1.5 - Existing Conditions Assessment	Review record drawings and investigate existing conditions. Recommend investigations to verify existing conditions and systems.	4			4											8.00
Task 1.6 - Site Visit(s)	Visit site to verify existing conditions and systems.	8		4	6											18.00
Task 1.7 - Equity Inclusion Planning	As a project develops so do opportunities, as project specific community outreach evolves so does the pool of project participants. As these efforts mature the equity inclusion plan will be updated to ensure we are capitalizing on opportunity.	4									2			2		8.00
Task 1.8 - Prepare Cost Estimate Task	Estimating effort based on gross project areas utilizing summary level CSI line items in addition to definable bid-scopes. The estimate will be complete to include project contingencies, applicable overhead mark ups such as builder's risk insurance, liability insurance, city and state business & occupation tax and general contractor fee.	8	4											24	80	116.00
Task 1.9 - Prepare Estimate Assumptions & Clarifications Documentation	This document will outline the assumptions made in the assembly of the current cost estimate.	2	2													4.00
Task 1.10 - Prepare Work Breakdown Structure (for estimating and/or scheduling purposes)	Develop a work breakdown structure (WBS) with the Owner, Architect to be used in estimating, scheduling or both.	2			2											4.00
Task 1.11 - Conduct/Participate in Value Engineering Study	Conduct either a formal or informal value engineering study with project stakeholders or keep the process internal to our estimating efforts.	4												4		8.00
Task 1.12 - VE Tracking	Create Value Engineering Tracking System	4												2		6.00
Task 1.13 - Project Schedule	Develop & maintain a preliminary project schedule. Summary level schedule focused on significant features of work, systems and collated scopes of work defining an initial construction path. Project development information during the preconstruction phase such as document development, estimate deliverables, permit submission and other critical elements necessary to meet the intended start of construction will be scheduled.	8			8											16.00
Task 1.14 - Constructability Review	Establish a Bluebeam constructability session for the entire project team, establish time frames, provide process guidance, collate comments into a tabular report for review and resolution tracking.	8		8	8									4		28.00
Task 1.15 - Site Logistics Study	Provide a site utilization plan establishing a secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.	2		4	4											10.00
Task 1.16 - Risk Management Planning	Participate in the development and maintenance of the risk management plan.	2	2		2								2	2		10.00
Task 1.17 - Quality Control / Quality Management Planning	Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be develop in response to document development.	2	2		2											6.00
Task 1.18 - Develop BIM Project Execution Plan	This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders	4						20		20						44.00
Task 1.19 - Preconstruction Concept Phase Report	This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders.	8				8										16.00
Task 1.20 - Monthly Progress Report	The preparation and submission of a monthly progress report for services performed during the preconstruction period.	8				8										16.00
Total Hours		114	14	20	40	28	4	24	4	24	6	4	6	42	80	410
Cost per Hour		\$ 142.00	\$ 142.00	\$ 80.00	\$ 100.00	\$ 60.00	\$ 90.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 85.00	\$ 85.00	\$ 103.55
Total Cost per FTE		\$ 16,188	\$ 1,988	\$ 1,600	\$ 4,000	\$ 1,680	\$ 360	\$ 2,280	\$ 300	\$ 2,280	\$ 510	\$ 360	\$ 540	\$ 3,570	\$ 6,800	\$ 42,456



Redmond Senior & Community Center

		Director of Precon.	Operations Director	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Manager	VDC Engineer	Design Phase Manager	Diversity & Inclusion Procurement Manager	Quality Control Manager	Safety Manager	Chief Estimator	Estimator	Total Hrs
		Blaine Wolfe	Doug Orth	Cory Patton	Dennis Smith	Keara Flynn	Dan McCooley	Kyle Absher	Matt Quijano	Brooke McNally	Stephanie Caldwell	Kelly Spacek	Greg Boyd	Adam Buckley	Estimating Department	
		Approximate Duration = (X MONTHS)														
Task 2 - Schematic Design Phase																
Task 2.1 - Owner/Design Team Meetings	Attend Owner/Design Team Meetings	40	8	8	8	16										80.00
Task 2.2 – Community Outreach and Engagement	Planning, implementation, execution and monitoring a community outreach and engagement plan focused on developing sbe, dbе, MBE, WBE & MWBE contracting opportunities.	8														8.00
Task 2.3 - Equity Inclusion Planning	Planning, implementation, execution and monitoring equity inclusion focused on sbe, dbе, MBE, WBE & MWBE contracting opportunities	4	4													8.00
Task 2.4 - Equity Reporting	Create contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes sbe, dbе, MBE, WBE & MWBE participation.										4					4.00
Task 2.5 - sbe, dbе, MBE, WBE & MWBE Subcontractor Outreach	Work with local incubators, service providers, professional associations, government and private industry to connect with sbe, dbе, MBE, WBE & MWBE trade partners who perform work in our community. We will ensure these identified trade partners are included in all Absher bid solicitations to ensure we are providing equitable access and opportunities to our work.	4														4.00
Task 2.6 - Periodic Estimate Updates	Provide various cost studies as a support function of project development.	4	2											8		14.00
Task 2.7 - Prepare Cost Estimate	This formal cost estimate is an update to the prior estimate(s) provided. Bid-scope-worksheet detail will be added to the detail breakdown matching the document evolution.	24	16	16		16				16				40	220	348.00
Task 2.8 - Prepare Estimate Variance Report	This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.	4														4.00
Task 2.9 - Target Value Specific Estimate	This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars.	4	2											16	16	38.00
Task 2.10 - VE Log	Update and expand the value engineering log	4														4.00
Task 2.11 - Prepare Estimate Assumptions & Clarifications Documentation	This document will outline the assumptions made in the assembly of the current cost estimate.	4														4.00
Task 2.12 - Prepare Work Breakdown Structure (for estimating and/or scheduling purposes)	Update the work breakdown structure (WBS) with the Owner and Architect to be used in estimating, scheduling or both developed in 1.10.	4														4.00
Task 2.13 - Project Schedule	Update the preliminary project schedule with increasing detail in line with project development. At this stage a clear critical path will be established.	8		8	8		16									40.00
Task 2.14 - Constructability Review	Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.	24		8	16											48.00
Task 2.15 - Site Logistics Study	Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.			4	4		4									12.00
Task 2.16 - Subcontract / Bid Packaging Planning	Prepare a bid packaging plan in line with document and contract development.	2		4												6.00
Task 2.17 - Trade Partner Engagement	Prepare an RFP for the selection of specific trade partners, issue RFP, track responses, evaluate responses, conduct trade partner interviews.	16	8													24.00
Task 2.18 - Develop BIM Project Execution Plan	Lead meeting(s) with Project Stakeholders to identify BIM related goals, services, file management, process mapping , and software systems.	8						4		4						16.00
Task 2.19 - Risk Management Planning	Continued participation in development and maintenance of the established risk management plan.	4	2	2	2								2			12.00
Task 2.20 - Quality Control / Quality Management Planning	Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction	2			2											4.00
Task 2.21 - Preconstruction Schematic Design Phase Report	This report assembles the outcomes this phase of the development work produced in a cohesive	8				8										16.00
Task 2.22 - Monthly Progress Report	The preparation and submission of a monthly progress report for services performed during the preconstruction period.	8				8										16.00
Total Hours		184	42	50	40	48	20	4	0	20	4	0	2	64	236	714
Cost per Hour		\$ 142.00	\$ 142.00	\$ 80.00	\$ 100.00	\$ 60.00	\$ 90.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 85.00	\$ 85.00	\$ 102.34
Total Cost per FTE		\$ 26,128	\$ 5,964	\$ 4,000	\$ 4,000	\$ 2,880	\$ 1,800	\$ 380	\$ -	\$ 1,900	\$ 340	\$ -	\$ 180	\$ 5,440	\$ 20,060	\$ 73,072



Redmond Senior & Community Center

		Director of Precon.	Operations Director	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Manager	VDC Engineer	Design Phase Manager	Diversity & Inclusion Procurement Manager	Quality Control Manager	Safety Manager	Chief Estimator	Estimator	Total Hrs
		Blaine Wolfe	Doug Orth	Cory Patton	Dennis Smith	Keara Flynn	Dan McCooley	Kyle Absher	Matt Quijano	Brooke McNally	Stephanie Caldwell	Kelly Spacek	Greg Boyd	Adam Buckley	Estimating Department	
Task 3 - Design Development Phase		Approximate Duration = (X MONTHS)														
Task 3.1 - Owner/Design Team Meetings	Attend Owner/Design Team Meetings	32	8	8		16										64.00
Task 3.2 – Community Outreach and Engagement	Continued (from 2.2) implementation, execution and monitoring a community outreach and engagement plan focused on developing sbe, dbе, MBE, WBE & MWBE contracting opportunities	16														16.00
Task 3.3 - Equity Inclusion Planning	Continued (from 2.3) implementation, execution and monitoring equity inclusion focused on sbe, dbе, MBE, WBE & MWBE contracting opportunities	16	2								20					38.00
Task 3.4 - Equity Reporting	Update contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes sbe, dbе, MBE, WBE & MWBE participation.	4														4.00
Task 3.5 - sbe, dbе, MBE, WBE & MWBE Subcontractor Outreach	Continued work with local incubators, service providers, professional associations, government and private industry to connect with sbe, dbе, MBE, WBE & MWBE trade partners who perform work in our community. We will ensure these identified trade partners are included in all Absher bid solicitations to ensure we are providing equitable access and opportunities to our work.	8														8.00
Task 3.6 - sbe, dbе, MBE, WBE & MWBE Bid Package / Work Scope Development	Our operations and estimating staff will work to understand local trade partner abilities aligning work opportunities best suited to sbe, dbе, MBE, WBE & MWBE firms.	4														4.00
Task 3.7 - Conduct sbe, dbе, MBE, WBE & MWBE Bidding Workshops	Through our community outreach and engagement we will offer bidding workshops to sbe, dbе, MBE, WBE & MWBE trade partners who intend to bid on our upcoming project(s). These workshops are aimed at ensuring these trade partners have a clear understanding of the project scope, bidding documents and timeline for submitting a bid, construction and project completion.	8														8.00
Task 3.8 - Periodic Estimate Updates	Provide various cost studies as a support function of project development.	16	2											8	16	42.00
Task 3.9 - Prepare Cost Estimate	This formal cost estimate is an update to The prior estimate(s) provided. Bid-scope-worksheet detail will be added to The detail breakdown matching The document evolution.	8	8	8	4	8								48	400	484.00
Task 3.10 - Prepare Estimate Variance Report	This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.	4														4.00
Task 3.11 - Target Value Specific Estimate	This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars.	8														8.00
Task 3.12 - Cash Flow Schedule	Prepare an initial cash-flow schedule for the owner's use.	4														4.00
Task 3.13 - Subcontract / Bid Packaging Planning	Prepare a bid packaging plan in line with document and contract development.	8		24										8		40.00
Task 3.14 - VE Log	Update and expand the value engineering log															0.00
Task 3.156 - Prepare Estimate Assumptions & Clarifications	This document will outline the assumptions made in the assembly of the current cost estimate.	2														2.00
Task 3.16 - Prepare Work Breakdown Structure (for estimating and/or schedling purposes)	Update work breakdown structure (WBS) with the Owner, Architect and project stakeholders to be used in estimating, scheduling or both.	2			2		2									6.00
Task 3.17 - Project Schedule	Update the current project schedule to include increasing detail in line with project development. The critical path will be expanded with more detail.	2		8	32		32									74.00
Task 3.18 - Constructability Review	Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.	26	10	16	34	24										109.80
Task 3.19 - Update Site Logistics Study	Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.			4	4											8.00
Task - 3.20 - Agency Coordination Meetings	Meetings with AHJ's such as WSDOT, city permitting agencies, state agencies, transit authorities, port authorities, etc.	4		4	4											12.00
Task 3.21 - Develop BIM Project Execution Plan	Lead meeting(s) with Project Stakeholders to identify BIM related goals, services, file management, process mapping , and software systems.	4						4		4						12.00
Task 3.22 - Design Model 3D Coordination	Run DD level design models through clash detection software and provide the team with recommendations and results that will help eliminate downstream coordination issues.	4						8	32							44.00
Task 3.23 - Model-based Scope Analysis	Utilize design models to support and verify (when applicable) quantity take off, and developing bid package ID in models.	4						8	16	60						88.00
Task 3.24 - Risk Management Planning	Continued participation in maintenance of the established risk management plan.	2	2		2								2			8.00
Task 3.25 - Quality Control / Quality Management Planning	Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be develop in response to document development.	2	2		8	8						8				28.00



Redmond Senior & Community Center

		Director of Precon.	Operations Director	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Manager	VDC Engineer	Design Phase Manager	Diversity & Inclusion Procurement Manager	Quality Control Manager	Safety Manager	Chief Estimator	Estimator	Total Hrs
		Blaine Wolfe	Doug Orth	Cory Patton	Dennis Smith	Keara Flynn	Dan McCooey	Kyle Absher	Matt Quijano	Brooke McNally	Stephanie Caldwell	Kelly Spacek	Greg Boyd	Adam Buckley	Estimating Department	
Task 3.26 - Preconstruction Design Development Phase Report	This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders. This report will include a draft subcontracting plan, construction phasing plan, draft advertisement for subcontractor work, draft subcontract forms, draft site logistics plan, draft safety plan, draft construction procedures manual, early procurement and award recommendations, preliminary subcontractor buyout and construction schedule estimate	8				8										16.00
Task 3.27 - Safety Procedures Manual	Prepare and submit a draft safety procedures plan at the end of the DD phase.				4								8			12.00
Task 3.28 - Monthly Progress Report	The preparation and submission of a monthly progress report for services performed during the preconstruction period.	8				8										16.00
Total Hours		204	34	72	94	72	34	20	48	64	20	8	10	64	416	1160
Cost per Hour		\$ 142.00	\$ 142.00	\$ 80.00	\$ 100.00	\$ 60.00	\$ 90.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 85.00	\$ 85.00	\$ 96.57
Total Cost per FTE		\$ 28,968	\$ 4,800	\$ 5,760	\$ 9,400	\$ 4,320	\$ 3,060	\$ 1,900	\$ 3,600	\$ 6,080	\$ 1,700	\$ 720	\$ 900	\$ 5,440	\$ 35,360	\$ 112,008
Task 4 - Construction Document / GMP / MACC Phase		Approximate Duration = (X MONTHS)														
Task 4.1 - Owner/Design Team Meetings	Attend Owner/Design Team Meetings	60	16	16	16	32										156.00
Task 4.2 – Community Outreach and Engagement	Continued implementation, execution and monitoring a community outreach and engagement plan focused on developing sbe, dbе, MBE, WBE & MWBE contracting opportunities	16				8					16					40.00
Task 4.3 - Equity Inclusion Planning	Update implementation, execution and monitoring equity inclusion focused on sbe, dbе, MBE, WBE & MWBE contracting opportunities	16														16.00
Task 4.4 - Equity Reporting	Create contracting opportunity log based on a specific project detailed by scopes of work required to complete a project. Early planning and monitoring to ensure the project maximizes sbe, dbе, MBE, WBE & MWBE participation.	8														8.00
Task 4.5 - sbe, dbе, MBE, WBE & MWBE Subcontractor Outreach	Continued work with local incubators, service providers, professional associations, government and private industry to connect with sbe, dbе, MBE, WBE & MWBE trade partners who perform work in our community. We will ensure these identified trade partners are included in all Absher bid solicitations to ensure we are providing equitable access and opportunities to our work.	16														16.00
Task 4.6 - Subcontract Bid Package / Work Scope Development	Our operations and estimating staff will work to understand local trade partner abilities aligning work opportunities best suited to sbe, dbе, MBE, WBE & MWBE firms as well as other trade partners.	16		40	16	16					4				8	100.00
Task 4.7 - Conduct sbe, dbе, MBE, WBE & MWBE Bidding Workshops	Through our community outreach and engagement we will offer bidding workshops to sbe, dbе, MBE, WBE & MWBE trade partners who intend to bid on our upcoming project(s). These workshops are aimed at ensuring these trade partners have a clear understanding of the project scope, bidding documents and timeline for submitting a bid, construction and project completion.										8					8.00
Task 4.8 - Periodic Estimate Updates	Provide various cost studies as a support function of project development.													8		8.00
Task 4.9 - Prepare Cost Estimate	This formal cost estimate is an update to the prior estimate(s) provide. Bid-scope-worksheet detail will be added to the detail breakdown matching the document evolution.	24	8	8	4	8								48	360	464.00
Task 4.10 - GMP / MACC Negotiations	Negotiation period related to establishing an agreed to GMP or MACC for the project - NO CHARGE FOR THIS TASK.															0.00
Task 4.11 - Prepare Estimate Variance Report	This report will compare the current estimate against previous cost estimates articulating newly added, revised or removed scopes of work.	2													4	6.00
Task 4.12 - Target Value Specific Estimate	This estimate will be a collaborative effort between the owner, design team, consultants (as necessary) and Absher to identify target-values in specific scopes of work in an effort to align project costs with available project dollars. An TVE at this stage most likely will be focused on a mini-MACC or subset GMP and not the entire GMP or MACC estimate.															4.00
Task 4.13 - Cash Flow Schedule	Update the initial cash-flow schedule for the owner's use.	4														4.00
Task 4.14 - VE Log	Update and expand the value engineering log.	8		8	8	8				8				8	8	56.00
Task 4.15 - Prepare Estimate Assumptions & Clarifications Documentation	This document will outline the assumptions made in the assembly of the current cost estimate.	4	2	2										8	8	26.00
Task 4.16 - Update Work Breakdown Structure (for estimating and/or schedling purposes)	Update WBS with the Owner, Architect and project stakeholders to be used in estimating, scheduling or both.				4		4								2	10.00
Task 4.17 - Project Schedule	Update the current project schedule to include increasing detail in line with project development. The critical path will be expanded with more detail.	10	8	8	32		40							8		106.00
Task 4.18 - Constructability Review	Establish a new Bluebeam constructability session for the entire project team, establish time frames, provide process guidance to new team members, collate comments into a tabular report for review and resolution tracking.	16		24	32	32								4	16	124.00



Redmond Senior & Community Center

		Director of Precon.	Operations Director	Project Manager	Project Super.	Project Engineer	Project Scheduler	VDC Manager	VDC Engineer	Design Phase Manager	Diversity & Inclusion Procurement Manager	Quality Control Manager	Safety Manager	Chief Estimator	Estimator	Total Hrs
		Blaine Wolfe	Doug Orth	Cory Patton	Dennis Smith	Keara Flynn	Dan McCooey	Kyle Absher	Matt Quijano	Brooke McNally	Stephanie Caldwell	Kelly Spacek	Greg Boyd	Adam Buckley	Estimating Department	
Task 4.19 - Update Site Logistics Study	Update the site utilization plan confirming the secure site boundary, access and egress points, material storage and handling, refuse and recycle location, temporary facility locations, hoisting, truck routing, parking, office locations and similar. Identify potential constraints and provide resolutions. Identify adjacent impacts, required easements and temporary uses.				2			2								4.00
Task - 4.20 - Agency Coordination Meetings	Meetings with AHJ's city permitting agencies, state agencies, etc.			6	4											10.00
Task 4.21 - Develop 4D Model from CPM	Owner/Design Team Integrate the current schedule with the model in 4D software to illustrate work sequencing and test schedule logic.	4						16	40							60.00
Task 4.22 - Model-based Scope Analysis	Utilize design models to support and verify (when applicable) quantity take off, and developing bid package ID in models.	4						8	16	60						88.00
Task 4.23 - Permit Submission Support	Services related to submitting for and obtaining project specific permits				4	6										10.00
Task 4.24 - Risk Management Planning	Continued support in maintaining the established risk management plan.		2		2								2	2		10.00
Task 4.25 - Quality Control / Quality Management Planning	Continued development and maintenance of a quality control & quality management plan for all preconstruction activities. The quality control and quality management plan for construction during the preconstruction period will be develop in response to document development.	4			8							4				16.00
Task 4.26 - Preconstruction CD / GMP Phase Report	This report assembles the outcomes this phase of the development work produced in a cohesive electronic document available to all project stakeholders. This report will include a final subcontracting plan, final construction phasing plan advertisement form for subcontract work, subcontract agreement form, site logistics plan, safety plan, construction procedures manual, early procurement and award recommendations, subcontractor buyout and construction schedule, estimate.	8				8										16.00
Task 4.27 - Monthly Progress Report	The preparation and submission of a monthly progress report for services performed during the preconstruction period.	8				8										16.00
Total Hours		228	36	112	132	126	44	26	56	68	28	4	2	86	406	1382
Cost per Hour		\$ 142.00	\$ 142.00	\$ 80.00	\$ 100.00	\$ 60.00	\$ 90.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 85.00	\$ 85.00	\$ 96.25
Total Cost per FTE		\$ 32,376	\$ 5,112	\$ 8,960	\$ 13,200	\$ 7,560	\$ 3,960	\$ 2,470	\$ 4,200	\$ 6,460	\$ 2,380	\$ 360	\$ 180	\$ 7,310	\$ 34,510	\$ 133,014

Exhibit 3

City of Redmond, WA

GC/CM Preconstruction Services Contract

Insurance Requirements

1.0 General Insurance Requirements

- A. Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to City that such insurance has been procured. Review of the Contractor's insurance by City shall not relieve or decrease the liability of Contractor.
- B. The certificate holder shall be:

City of Redmond, Washington
PO Box 97010
Redmond, WA 98073-9710
- C. The Contractor shall procure and maintain the insurance described in all subsections of this Attachment D, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- D. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated below.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the City and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City.
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

2.0 Additional Insured

- A. All insurance policies, with the exception of Workers Compensation shall name the following listed entities as additional insured(s) using the forms or endorsements required herein. The City

of Redmond and its officers, elected officials, employees, consultants (including Opsis Architecture, LLP and DBecker Consulting, LLC), and agents shall be listed as primary, non-contributory additional insured. The required additional insured endorsements shall be at least as broad as ISO forms CG 20 07 and CG 20 26.

- B. The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to section 3.0 describes limits lower than those maintained by the Contractor.
- C. For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

3.0 Subcontractors

- A. The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.
- B. The Contractor shall ensure that all Subcontractors of every tier add all entities listed in section 2.0 as additional insureds and provide proof of such on the policies as required by that section as detailed in section 2.0 using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- C. Upon request by the City, the Contractor shall forward to the City evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in section 4.0 Verification of Coverage.

4.0 Verification of Coverage

- A. The Contractor shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- B. Verification of coverage shall include:
 - 1 An ACORD certificate or a form determined by the City to be equivalent.
 - 2 Copies of all endorsements naming City and all other entities listed in section 2.0 as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

- 3 Any other amendatory endorsements to show the coverage required herein.
- 4 A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 5 The GC/CM shall provide the City with a new certificate confirming renewal and/or changes to the policy whenever the policy is changed or renewed or at least once a year, whichever occurs first.

5.0 Coverages and Limits

- A. The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.
- C. Commercial General Liability
 - 1 Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage.
 - 2 The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
 - 3 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.
 - 4 Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident
- D. Automobile Liability
 - 1 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves

the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

- 2 Such policy must provide the minimum limit of \$1,000,000 Combined single limit each accident.

E. Workers' Compensation: The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

F. Excess or Umbrella Liability

- 1 The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$5,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance
- 2 All entities listed under section 2.02 of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.
- 3 This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.