



ISSAQUAH
SCHOOL DISTRICT 411

Request for Fee Proposals (RFFP)

Progressive Design-Build Services

New High School

**Issaquah School District
February 12, 2018**

DRAFT

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REQUEST FOR FEE and SPECIFIED GENERAL CONDITIONS PROPOSALS
for PROGRESSIVE DESIGN-BUILD SERVICES
February 12, 2018

Issaquah School District 411
New High School

1. INTRODUCTION

Issaquah School District (the Owner or ISD) is requesting fee and specified general conditions proposals for providing Progressive Design-Build (DB) Services for the New High School project from previously short-listed firms. The Proposers short-listed and eligible to submit fee and specified general conditions proposals are:

To be announced.

2. PROJECT OVERVIEW

The New High School is being built to reduce student populations at Issaquah High School and Skyline High School, accommodate student population growth and meet the District's needs into the future. The New High School will be a high-performance building. The educational program for the new facility proposes core learning environments, a science suite, athletic facilities, community spaces, (library, gym, commons, dining, and performing arts center), administrative areas, special services and building support spaces.

The new building is planned to serve 1,800 students in grades 9-12, enclosing approximately 260,000 gross square feet. The site is being planned to also accommodate a new elementary school at a future date. Additionally, the project includes development of an all-weather turf athletic field; parking for staff, students, bus drivers; and bus parking below the football field / track.

Project site location: approximately 4200 228th Ave SE, Issaquah, WA, 98029.

The proposed project budget for design and construction is \$93,000,000 not including sales tax, equipment, furnishings and permit fees.

3. APPLICATION OF FEE AND GENERAL CONDITIONS

This RFFP and attached documents are intended to provide proposers with a clear understanding of the size, schedule, character, risks and opportunities associated with the work in order to propose appropriate rates for staff committed in the statement of qualifications and quote the percent fee (profit) for the project.

The current preliminary schedule envisions work beginning on site in April 2019, completing building construction in May 2021. Proposers' specified general conditions quotation shall be based on this overall duration. ISD desires to complete the project at the earliest date consistent with most efficient delivery. The actual schedule, phasing and other details will be negotiated with the successful design-builder. The weekly rates quoted for Design-Builder staff members will be used to negotiate the specified general conditions costs portion of any guaranteed maximum price amendment. Weekly rates shall be effective throughout the contract period including all cost escalation including salary increases, benefits costs increases, expenses or other costs.

In the unlikely event of a substantial change in the size, character, risk or schedule of the overall project, the Owner reserves the right to negotiate changes in the staffing structure and/or Fee as appropriate.

4. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- 4.1. In submitting its fee proposal, Proposer acknowledges that it will provide, for the duration of the project, the full complement of staff designated in its written response to the request for qualifications.
- 4.2. Proposer acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself to the general and local conditions which can affect the Work or its cost.
- 4.3. Proposer acknowledges that its fee proposal is based upon a schedule and assumptions which incorporate the conditions set forth above and in the contract documents included with this package. All components of the contract documents, whether attached hereto or referenced only, are incorporated by reference and hereby made a part of this request.
- 4.4. ISD assumes no responsibility for any conclusions or interpretations made by Proposer based on the information made available by ISD. Should a Proposer find discrepancies or omissions in the drawings or specifications, or should Proposer be in doubt as to their meaning, Proposer shall at once notify the Owner. If appropriate, Owner will send written instructions to all short-listed Proposers by addenda. Questions received less than one (1) calendar day before the time for submission of fee proposals may not be answered. All addenda issued shall be incorporated into these contract documents.

5. MINIMUM DESIGN-BUILDER STAFFING DURING CONSTRUCTION

- 5.1. Proposers shall provide the following minimum fully-qualified construction staff members as presented in Proposer's statement of qualifications and as listed below. Staff members shall be provided on a full-time basis throughout construction and closeout unless agreed to by the Owner. Proposer's specified general conditions price proposal shall cover all costs reflected on the cost responsibility matrix and all costs associated with staff members proposed, including but not limited to salaries, benefits, vacation, holiday, sick leave, payroll taxes, insurance, bonuses, profit sharing, normal office equipment, company-assigned vehicles, travel expenses to and from the jobsite, temporary living expenses while stationed at the jobsite. Travel expenses for out of town travel for specific purposes as approved by the Owner will be reimbursed at cost.
- 5.2. Fees for design professionals including architects, engineers and specialty consultants shall be negotiated with the successful proposer following award. ISD anticipates design fees will be primarily negotiated on a lump sum basis in line with OSPI and State of Washington Department of Enterprise Services fee guidelines. Design fees shall compensate design professionals for all costs associated with providing services except reasonable reimbursable expenses such as authorized travel, printing costs, models and similar. Design fees shall be calculated and reimbursed in addition to construction staff reimbursed as specified general conditions.
- 5.3. Proposers are encouraged to price specified general conditions rates as close to actual cost as reasonably achievable. Fee shall represent the primary reimbursement for overhead and profit earned by the Design-Builder.
- 5.4. The specific staff members assigned to the project during each component of the project shall be negotiated between The Owner and Design-Builder based on the needs of the

project at the time and in the best interest of the project.

5.5. Minimum design-builder core staffing:

Project Manager (or senior project manager if this title is used)—primary point of contact for Design-Builder.

Project Superintendent (or senior superintendent if this title used)—primary director of construction operations

Senior Project Engineer (or project manager if reporting to senior project manager)

Project Engineer or Assistant Superintendent

Other supporting staff members may be added to the project team and reimbursed a negotiated support services subject to approval of ISD including BIM specialists, administrative personnel, and quality control specialist(s). Weekly rates for additional Design-Builder staff members will be in line core staffing rates depending on the skills and experience of individual staff members.

5.6. The minimum qualifications for the core staff members:

Project Manager (or Senior Project Manager)—as listed in Proposer's statement of qualifications as the Primary Point of Contact between The Owner and the Design-Builder. This individual shall have the full authority to act on behalf of the Design-Builder, negotiate contact terms, execute agreements and supervise all Design-Builder staff, architects, engineers, subcontractors and materials suppliers. The project manager shall be fully dedicated to the New High School project with no other project commitments during the construction phase. The project manager may be engaged part-time during the pre-construction phase and lead the overall effort including the supervision of estimators, schedulers and others assigned.

Project Superintendent (or Senior Superintendent)—as listed in Proposer's statement of qualifications as primary director of execution for the project. This individual shall have the full authority to schedule, coordinate and direct the progress of work on the site. The project superintendent shall be fully dedicated to the New High School project with no other project commitments during the construction phase of the project and shall contribute to project planning on a part-time basis during the pre-construction phase.

Senior Project Engineer (or Project Manager if reporting to Senior Project Manager)—the senior technical support member of the Design-Builder's team to provide detailed interpretations of project documents, prepare submittal documents for architectural review, assist in the supervision of sub-contractor and Design-Builder craft personnel, provide ongoing documentation of progress, prepare technical and financial analysis as needed for owner review and other tasks as assigned. The senior project engineer shall have no less than 10 years of relevant education and experience on similar projects. The senior project engineer shall be fully dedicated to the New High School project with no other project commitments during the construction phase.

Project Engineer or Assistant Superintendent—a critical support member of the Design-Builder's team with duties similar to the senior project engineer and superintendent. The project engineer / assistant superintendent shall have no less than 8 years relevant education and experience on similar projects. The project engineer / assistant superintendent shall be fully dedicated to the New High School project with no other project commitments during the construction phase.

Staff members listed above shall be the same staff as shown in the Proposer's statement of

qualifications and shall be fully committed throughout the construction process. Should a staff member listed above need to be replaced for reasons out of the Design-Builder's control or the level of staffing required change during the project, The Owner and selected Design-Builder shall negotiate changes to the specified general conditions sum within any component (phase) of the project. The weekly rates listed in the fee proposal form will be used as a basis for compensation to the Design-Builder when negotiating interim GMP amendments (if used). The Owner reserves the right to review qualifications and experience of individuals proposed to replace key staff members listed above and further, to reject proposed changes to key staff listed above on the basis of qualifications and experience relative to that of the original staff member being replaced. The Owner reserves the right to terminate the contract if a staff replacement acceptable to The Owner cannot be negotiated.

6. PREPARATION OF FEE PROPOSAL AND PRECONSTRUCTION SERVICES

- 6.1. Proposer shall comply with the following instructions in preparing its fee proposal.
- 6.2. In completing the fee proposal form (see attached **EXHIBIT A FEE PROPOSAL AND PRECONSTRUCTION COST PROPOSAL FORM**), the Proposer must enter a percentage for the percent fee, the lump sum dollar amount for the specified general conditions, and dollar amounts for the preconstruction services. No other entries, modifications, or qualifications shall be made to the proposal. Failure to comply in full with these requirements shall be grounds for a fee proposal being declared nonresponsive at The Owner's discretion. The Owner reserves the right to reject any or all fee proposals and to waive as an informality any non-material irregularities in the fee proposals Forms received.
- 6.3. State the percent fee as a percentage, and multiply it by the total estimated DB contract stated on the fee proposal form to determine a single dollar amount for the percent fee.
- 6.4. Preconstruction costs are not included in the fee proposal calculation for awarded points. It is anticipated the Design-Builder will execute the DB agreement and general conditions document with the Owner upon final selection. For preconstruction services, fill in the name of the staff member and the billable hourly rate for that person. Total the dollars for each staff member and then add all staff members' costs into one not-to-exceed total for preconstruction services. The preconstruction services should include, but not be limited to: providing three fully-developed estimates, participation in two formal value engineering studies, participation in constructability reviews, and meeting attendance not less than once per week throughout design, preparing and updating project schedules, general correspondence and consultations.
- 6.5. The Proposer's business name, address, other contact information, Design-Builder's registration number, UBI number, and Employment Security Department number of the Proposer shall be typed or printed on the fee proposal form in the space provided.
- 6.6. Fee proposals must be submitted on the attached **EXHIBIT A FEE PROPOSAL AND PRECONSTRUCTION COST PROPOSAL FORM** furnished by Owner or a copy of this form, and manually signed in ink by an authorized representative of the Proposer.
- 6.7. Proposers shall submit proposals in the format provided on the fee proposal form. Only the amounts and information required on the fee proposal form furnished by the Owner will be considered as the fee proposal. All blank spaces must be filled in.
- 6.8. Receipt of all addenda must be acknowledged by identifying the addendum number in the space provided in the fee proposal form.
- 6.9. The proposal shall include all taxes imposed by law except Washington State sales tax applied to progress payments on account of the contract sum. Sales tax shall not be

included in the total proposal.

- 6.10. The fee proposal shall include all bonds and insurances as noted on the attached cost responsibility matrix for the New High School project.
- 6.11. The terms "Preconstruction Services," "Percent Fee" and "Specified General Conditions" are defined in the attached DB contract to this request for fee proposal and preconstruction services.

7. SUBMISSION AND WITHDRAWAL OF PROPOSALS

- 7.1. Fee Proposals shall be submitted in sealed envelopes or packages during their appointed interview time to:

Steve Crawford
Director of Capital Projects
Issaquah School District
565 Holly St
Issaquah, WA 98027

- 7.2. Fee proposals and proposal modifications sent by facsimile, e-mail, telephone, or orally will not be considered.
- 7.3. A Proposer may withdraw its fee proposal by submitting a written request to the address noted above prior to ***date to be specified***.

8. LATE SUBMISSIONS

- 8.1. Any fee proposal or request to withdraw a fee proposal that is received after the deadline set forth herein will not be considered.
- 8.2. The only acceptable evidence to establish the time of receipt at the office designated in this request is the time/date stamped or printed by Owner on the proposal envelope or package or other documentary evidence of receipt maintained by Owner.

9. FINAL SELECTION

- 9.1. Final selection of a Design-Builder for GMP negotiations will be made consistent with the requirements set forth in the request for qualifications.

10. DESIGN-BUILDER'S CONTINGENCY

- 10.1. The Design-Builder will be allowed a Design-Builder's contingency within the GMP to protect the Design-Builder's fee from risks held by the Design-Builder and as defined in the agreement. The amount of the Design-Builder's contingency within the GMP will be negotiated based on risks determined at the time of GMP execution. Proposers should plan on a Design-Builder's contingency not to exceed 3% of the GMP.



**EXHIBIT A
FEE PROPOSAL AND PRECONSTRUCTION COST PROPOSAL FORM**

RESPONSES DIRECTED TO:

**Steve Crawford
Director of Capital Projects
Issaquah School District
565 Holly St
Issaquah, WA 98027**

Pursuant to and in compliance with the **Request for Fee Proposal** and **Cost Responsibility Matrix** dated **February 12, 2018**, the undersigned certifies, having carefully examined the contract documents and conditions affecting the work, and being familiar with the site; proposes to furnish all labor, materials, equipment and services necessary to complete the work, as follows:

| Description of Proposal Item | | | Total Estimated DB Guaranteed Maximum Price (GMP) | Proposal Amount |
|--|---|---------|---|-----------------|
| DB Percent Fee (<i>percent x total estimated DB GMP</i>) | | _____ % | \$ 93,000,000** | \$ |
| Specified General Conditions* | Name of Staff Member (as listed in SOQ) | | | |
| Project Manager | | 117 wks | \$ _____/wk | \$ |
| Project Superintendent | | 117 wks | \$ _____/wk | \$ |
| Project Engineer | | 117 wks | \$ _____/wk | \$ |
| Project Engineer or Assistant Superintendent | | 117 wks | \$ _____/wk | \$ |
| | | | Total Proposal: | \$ |

* Specified General Conditions shall include costs as defined in the Cost Responsibility Matrix and Contract.

** Contract value as listed includes: Contract value including cost escalation. The Percent Fee as quoted herein shall be applied to all Work subject to the terms of the Contract and applicable statutes.

| Description of Proposal Item | | | | Proposal Amount |
|---|--------------------|----------------|--------------------------|---------------------|
| Preconstruction Services Estimate | | | | |
| <u>Staff member</u> | <u>Hourly Rate</u> | x <u>Hours</u> | = <u>Total per Staff</u> | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
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| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| _____ | \$ _____ | x _____ | = \$ _____ | |
| TOTAL Preconstruction Services (Not-to-exceed) | | | \$ _____ | \$ _____ NTE |



SALES TAX

The sums stated in the foregoing do not include Washington State Sales Tax.

CONTRACT AND BOND

For the purposes of calculating the costs of bonds and insurance, the proposal shall assume a Contract Sum for the entire Project as referenced in the Request for Fee Proposals.

If a GMP Amendment for a Component of the Project is executed by the Owner and the GC/CM, a GMP will be negotiated for that Component, and the GMP will be comprised of the Percent Fee from this Proposal, the Design-Builder's Contingency, and the estimated Cost of the Work, including an agreed allocation of the fixed dollar amount from this Proposal for the Component's Specified General Conditions, the Negotiated Support Services for the Component, the estimate sum of the Subcontract Bid Packages for the Component, and the other Costs of the Work for the Component.

The undersigned agrees to execute a contract for the above work for the GMP on The Owner's DBContract form, and to furnish bonds and evidence of insurance as required by the contract.

| | | | |
|---|----------------------|--------------------------------|-----------|
| Proposer's Business Name: | | | |
| Type of Business: Sole Proprietorship Partnership Corporation (State of Incorporation:____) Other | | | |
| Business Address: | City: | State: | Zip Code: |
| Business Telephone Number: | Business Fax Number: | Business E-mail Address: | |
| State of Washington numbers for the following: | | | |
| Design-Builder Registration No.: | UBI No.: | Employment Security Dept. No.: | |
| Receipt is hereby acknowledged of Addenda No(s): _____ | | | |

REPRESENTATIVE AUTHORIZED TO SIGN FOR PROPOSER

| | |
|---|---|
| "I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct": | |
| Signature: | Date: |
| Print Name and Title | Location or Place Executed: (City, State) |

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EXHIBIT B COST RESPONSIBILITY MATRIX

(To be attached to Agreement at contract execution)

This cost responsibility matrix ("matrix") defines the specific categories of cost expected for this project. The checked box indicates in what section of the fee proposal the Owner expects Design-Builders to apply the identified cost. **"NLS"** means negotiated lump sum and refers primarily to professional design contracts where fees are governed by published standards or guidelines. **"RAC"** means reimbursed at cost and refers to all costs not otherwise included in NLS, SGC or fee including self-performed work, subcontracts, supply agreements, small tools, consumables and other similar costs. **"SGC"** means specified general conditions and the proposed weekly rates for Design-Builders primary supervisor staff members. **"Fee"** means Design-Builder's home office overhead, profit and certain bonds and insurance. Proposers should refer to the RFFP, design-build agreement and general conditions documents including all addenda, to ascertain all the project scope requirements. In the event there are omitted items contained in this matrix, the contract documents shall govern.

| # | Item | NLS | RAC | SGC | Fee | Owner |
|----|--|----------|----------|----------|-----|-------|
| 1 | Architectural and engineering fees | X | | | | |
| 2 | Preconstruction services by GC | | X | | | |
| 3 | Estimating | | X | | | |
| 4 | Meeting minutes and documentation throughout | | X | | | |
| 5 | Scheduling | | X | | | |
| 6 | Value engineering studies | | X | | | |
| 7 | Constructability reviews | | X | | | |
| 8 | Subcontractor and supplier analysis of market conditions and procurement recommendations | | X | | | |
| 9 | Building, updating and managing BIM models | | X | | | |
| 11 | Development of GMP or interim contract amendments | | X | | | |
| 12 | Coordination and finalization of subcontracting for labor, material and equipment, including reviews/finalization of scopes of work and buy-outs | | X | | | |
| 13 | Project manager or senior project manager during construction (as proposed in SOQ defined in the RFFP document) | | | X | | |

| # | Item | NLS | RAC | SGC | Fee | Owner |
|----|---|-----|-----|-----|-----|-------|
| 14 | Superintendent or senior superintendent during construction (as proposed in SOQ and defined in the RFFP document) | | | X | | |
| 15 | Senior project engineer during construction | | | X | | |
| 16 | Project engineer or assistant superintendent during construction | | | X | | |
| 17 | Project administrator(s) | | X | | | |
| 18 | Quality control manager during construction | | X | | | |
| 19 | Commissioning and start up coordinator | | X | | | |
| 20 | State funding support documentation | | | X | | |
| 21 | Sub-contract administration and coordination | | | X | | |
| 22 | Contractor accounting and cost accounting | | | X | | |
| 23 | Cash flow analysis | | | X | | |
| 24 | Administration of the project safety program | | | X | | |
| 25 | Administration of the environmental program | | | X | | |
| 26 | Builders risk insurance if procured by contractor | | X | | | |
| 27 | Applications for payments | | | X | | |
| 28 | Change order preparation and procedures | | | X | | |
| 29 | Communications and coordination | | | X | | |
| 30 | Managing regulatory requirements | | | X | | |
| 31 | Review and processing of submittals, shop drawings and samples | | | X | | |
| 32 | Coordination of testing laboratory | | | X | | |
| 33 | Administration and coordination of the commissioning program | | | X | | |
| 34 | Equipment, phones, and supplies related to management | | | X | | |
| 35 | Travel and subsistence for supervision assigned to project | | | X | | |

| # | Item | NLS | RAC | SGC | Fee | Owner |
|----|---|-----|-----|-----|-----|-------|
| 36 | Company-owned vehicles assigned to staff (company trucks) | | | X | | |
| 37 | Travel, gas, oil, maintenance for company-owned vehicles assigned to staff | | | X | | |
| 38 | Project signs | | X | | | |
| 39 | Coordination of other Owner contractors | | | X | | |
| 40 | Contract close-out | | | X | | |
| 41 | Punch-list preparation and administration | | | X | | |
| 42 | Electronic equipment and software | | | X | | |
| 43 | Primary surveying and control | | X | | | |
| 44 | Construction office and facilities | | X | | | |
| 45 | Equipment and supplies incorporated in the work | X | | | | |
| 46 | Equipment and supplies not incorporated in the work | | X | | | |
| 47 | Refuse collection, clean-up, removal and disposal from the site—unless included in sub bids | | X | | | |
| 48 | Street cleaning | | X | | | |
| 49 | Power and water use during construction | | | | | X |
| 50 | Temporary Utility hook-up, meters and fees | | X | | | |
| 51 | Permanent Utility hook-up, meters and fees | | | | | X |
| 52 | Temporary signs fences and barricades | | X | | | |
| 53 | Temporary sanitation | | X | | | |
| 54 | Site security including lighting | | X | | | |
| 55 | Flaggers and traffic control | | X | | | |
| 56 | Erosion control | | X | | | |
| 57 | Cranes and hoisting | | X | | | |
| 58 | Scaffolds and shoring | | X | | | |

| # | Item | NLS | RAC | SGC | Fee | Owner |
|----|---|-----|-----|-----|-----|-------|
| 59 | Elevator operations | | X | | | |
| 60 | Weather protection | | X | | | |
| 61 | Temporary site conditions and modifications | | X | | | |
| 62 | Selective demolition (unless subcontracted) | | X | | | |
| 63 | Mock-ups (unless subcontracted) | | X | | | |
| 64 | Temporary project fire protection | | X | | | |
| 65 | Temporary heat, power and water | | X | | | |
| 66 | Final cleaning | | X | | | |
| 67 | Self-performed work of any type | | X | | | |
| 68 | Subcontractor and material costs | | X | | | |
| 69 | Regulatory requirements of the Contract Documents | | X | | | |
| 70 | Permits other than building permit | | X | | | |
| 71 | Subcontractor permits included in subcontractor packages | | X | | | |
| 72 | Warranties | | X | | | |
| 73 | Contractor overhead and profit (fee) | | | | X | |
| 74 | Use, sales, B&O, income, and other taxes except sales taxes on progress payments | | | | X | |
| 75 | All applicable insurance premiums including, but not limited to: professional liability, general liability, completed operations coverages as required by contract. | | | | X | |
| 76 | Payment and performance bond premiums | | | | X | |
| 77 | Liquidated damages | | | | X | |

| # | Item | NLS | RAC | SGC | Fee | Owner |
|----|--|-----|-----|-----|-----|-------|
| 78 | Proposal preparation, site walk, interview process, invitation to propose, agreement and general conditions | | | | X | |
| 79 | Replacement of defective or non-conforming work including retesting unless the responsibility of a subcontractor. | | | | X | |
| 80 | Corporate overhead—including salaries for corporate executives not working on site. | | | | X | |
| 81 | Subcontractor bid document reproduction | | X | | | |
| 82 | WSST on Design-Builder invoices | | | | | X |
| 83 | Building permit | | | | | X |
| 84 | Testing laboratory and special inspection services | | | | | X |
| 85 | Project management consultant | | | | | X |
| 86 | Commissioning agent | | | | | X |
| 87 | Roofing and building envelop consultant | | | | | X |
| 88 | Other specialty consultants supporting design and construction including: geotechnical engineering, traffic engineering, hazardous materials consulting, wetlands and wildlife consulting, cost estimating, accessible design consulting | | | | | X |