

Page Number	Chapter Reference	Original Language	Comment	Committee Response	Updated Changes in Document
21	Chapter 4 GCCM Procurement; 2.4 Scoring #4 (bullet numbering is skewed)	Formula: [(Final Price Proposal being evaluated) – (Lowest Conforming Final Price Proposal)] / (Lowest Conforming Final Price Proposal) Low Responsive Price Proposal (10 points)	Remove: Proposals within 5% of lowest (8 points) Proposals within 10% of lowest (6 points) Proposals within 15% of lowest (4 points) Proposals within 20% of lowest (2 points) Proposals not within 20% (0 points)	propose pulling from text and moving to appendix	Removed example and created a separate document for the appendix.
22	Chapter 4 GCCM Procurement; 2.4 Scoring #4 (bullet numbering is skewed)	Formula: [(Final Price Proposal being evaluated) – (Lowest Conforming Final Price Proposal)] / (Lowest Conforming Final Price Proposal) Low Responsive Price Proposal (10 points)	The example needs to be vetted and curious on input from others around the industry. They way this is shown automatically docks the 2nd place price proposer 2 points if they're within 5% of the low proposal. This just demonstrates a low bid scenario where the low bid automatically gets 2 more points. Our preference and what we see the MOST common is the pro-rated score where the low proposer gets the 10 points, then everyone else is a percent of that based on the difference. If two proposers are very close to each other, the second firm may get 9.9 points, but not 8 points. I think that's a much more fair way of doing the fee. (Kevin McCarry, Lydig Construction)	Propose reaching out for other examples	Removed example and created a separate document for the appendix.
22			Regarding the example scoring breakdown, Item 4. Price (10 points) we'd suggest the points from pricing be based on the prorated basis as shown on the top of page 24. The scoring breakdown in item 4 creates too much of spread in points. (Bryan Gormley, Cornerstone General Contractors)	Propose reaching out for other examples	Removed example and created a separate document for the appendix.
22	4	"Specific formatting requirements need to be defined before publishing the solicitation."	Consider adding "In addition to any other requirements the public body may have for procurements, responses should typically require:"	propose updating into document	Updated language: <i>In addition to any other requirements the public body may have for procurements, RFQ and RFP documents should include formatting requirements the public body requires.</i>
23	Chapter 4 GCCM Procurement; 2.6 bullet 2.	Bid MACC % Fee and Key Personnel Hourly Rates	Should be for preconstruction	Propose updating a clarifying sentence indicating use in both precon and construction.	recommend not updating as this is specific to the RFP bid process.
24	Chapter 4 GCCM Procurement; 2.6 bullet 5 Other Cost Considerations - Builder's Risk Insurance	Builder's Risk Insurance: ...	Don't include, very often design has not progressed enough to provide quotes. We often get too many variables with insurance carriers. Let the design progress, get a quote and have it be open book as part of NSS.	Recommend adding language that best practice is to use owner or NSS for this cost	Updated Language: <i>It's best to include these costs under either Negotiated Support Services when Builder's Risk Insurance is provided by the GCCM or the cost part of the Public Body's cost if the that Public Body provides Builder's Risk Insurance for the project.</i>
24	Chapter 4 GCCM Procurement; 2.6 bullet 5 Other Cost Considerations - Performance and Payment Bonds	Performance and Payment Bonds: ...	There is mention about insurance but not in the heading. Be specific about insurance (i.e. GLI, B&O taxes, etc).	add general liability insurance to heading	Updated Language: <i>General Liability and Performance and Payment Bonds:</i>
24	4	"This cost item could be by the owner or NSS or SGC."	For insurance, where the cost to a contractor is driven by size of final project, consider augmenting this comment to clarify that SGC is appropriate only if the cost for the MACC is relatively certain. Also, consider noting that GCCM fee may be appropriate depending on the situation, as it is applied to the overall MACC. This is somewhat alluded to under Performance and Payment Bonds later, but may deserve a note under insurance as well.	first comment addressed above. Second comment do not recommend including language. Overly complicated.	Updated Language: <i>It's best to include these costs under either Negotiated Support Services when Builder's Risk Insurance is provided by the GCCM or the cost part of the Public Body's cost if the that Public Body provides Builder's Risk Insurance for the project.</i>
24	4	"Other Cost Considerations"	Consider adding other insurance requirements (environmental, railroad, etc.) to this section in addition to Builder's Risk	include sentence to payment bond section regarding other project required insurance	Updated Language: <i>Bonds, general liability insurance, and other necessary insurance requirements are calculated as an industry standard on the TCC.</i>
25	4	"Specified General Conditions"	Consider moving this section ahead of the discussion on Fee %. Understating SGCs first seems more appropriate, and would help make the key personnel / hourly rate discussion easier for new GCCM users to comprehend.	recommend no change	
25	4	"Specified General Conditions work must be performed at the expense of the GCCM and may not be made part of a subcontract bid package except when so required by the Specifications"	Consider clarifying that SGCs can be subcontracted (i.e. not performed directly by the GCCM's own craft personnel)...but that they simply cannot be part of a publicly bid subcontract package.	recommend removing "...except when so required..." add portions of the SGCs may be subcontracted but should never overlap with any elements of the MACC.	Updated Language: <i>Specified General Conditions work must be performed at the expense of the GCCM and may not flow down as part of a subcontract bid package. This would create a duplication of costs the GCCM has already accounted for.</i> Did not include the second idea that portions of the SGC can be bid out. That is probably not a best practice as most services identified under the SGC are administrative and should be owned directly by the GCCM. It also creates another level of complexity.
25	4	"When considering items to be included in the Specified General Conditions the most important consideration, regardless of the timing of setting the SGCs, is if the scope of the work being asked to be included can be quantified at the time of setting the SGCs."	Suggest "When considering items to be included in the Specified General Conditions, the most important consideration, regardless of the timing of setting the SGCs, is whether the scope of the work being asked to be included can be quantified at the time of setting the SGCs." (emphasis added for clarity of comment only)	grammar update	Updated Language: <i>When considering items to be included in the specified general conditions the most important consideration, regardless of the timing of setting the SGCs, is whether the scope of the work included can be quantified at the time of setting the SGCs.</i>
25	4	"If it cannot be quantified, NSS is a better..."	Suggest adding "at the time of the final proposal" after "cannot be quantified" to press home the point.	recommend including	Updated Language: <i>If it cannot be quantified at the time of the proposal, NSS is likely a better location for that cost item.</i>
25	Chapter 4 GCCM Procurement; 2.6 bullet 6 Specified General conditions P2	SGCs are either bid as part of the selection or negotiated at MACC.	Recommend bidding as part of selection, staffing only.	recommend no update	

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25	4	"SGC and maximum allowable subcontract cost (MASC)/subcontractor bid package – It is not acceptable for the GCCM to include items in the general condition's costs (for payment by the public owner) and then subsequently charge specialty contractors for the same items."	"Where subcontract SGCs are also included in maximum allowable subcontract cost (MASC)/subcontractor bid package, note that it is not acceptable for the GCCM to include items in the general conditions costs (for payment by the public owner) and then subsequently charge specialty contractors for the same scope / items. " (emphasis added for clarity of comment only)	recommend updating	Updated Language: <i>Where subcontract SGCs are included in the maximum allowable subcontract cost (MASC)/subcontractor bid package, note that it is not acceptable for the GCCM to include items in the general conditions costs (for payment by the public owner) and then subsequently charge specialty contractors for the same scope or items.</i>
27	Chapter 4 GCCM Procurement; 3.1.1 Proprietary Meetings	Proprietary Meetings ...	This isn't mentioned before and this looks more like making GC/CM look like design-build. What is the benefit when design isn't in the GCCM scope? Just do the interview but make it interactive.	add sentence to be considerate of the cost and time impacts on all parties	Updated Language: <i>Public Bodies should be considerate of the time and cost associated with having additional meeting during the solicitation.</i>
29	Chapter 4 GCCM Procurement; 6.0 Awarding the Preconstruction Services Contract	Awarding the Preconstruction Services Contract ...	Recommend having a precon services budget from Owner in advance of solicitation. Recommend also have GCCM submit a draft precon work plan as part of Step 3 fee.	recommend providing guidance around comment (precon work plan submittal) in Procurement section.	
30	5	"The owner shall approve all MACC Risk Contingency usage."	This is a broad statement. Because there are defined usages, the Owner may reject a use of the funds as being outside of those allowed by contract. Suggest "Each proposed use of the MACC Risk Contingency is subject to owner approval." Also consider a recommendation that "Owners should be willing to approve usage of the MACC Risk Contingency where it falls within the usages defined in the GCs to allow the GCCM flexibility in subcontract and risk management as a project partner."	Recommend updating language suggested first, not the second.	Updated Language: <i>Each proposed use of the MACC Risk Contingency is subject to owner approval.</i>
31	5	"Allowances typically reconcile with an owner's change order to the TCC."	Suggest clarifying this statement. The intent appears to be along the lines of "Allowances are eventually reconciled by an owner's change order to the TCC for the exceedance or underrun amount."	suggest including	Updated Language: <i>Allowances are eventually reconciled by an owner's change order to the TCC for the exceedance or underrun amount.</i>
30	5	"This contingency may be used to cover any cost changes as a result of the 90% to 100% drawing development."	Consider adding "and/or subsequent" after "100%" for owners that also progress to an "Issued for Construction," "Issued for Permit," or other designation past 100%	recommend simplifying (remove 90% and 100% references) section to indicate that design contingency is for any design work that happens after the MACC is established.	Updated Language: <i>This contingency may be used to cover costs associated with design changes after the MACC is negotiated and the Issued for Construction drawings.</i>
30	5	"Buyout Contingency: For scopes of work that are publicly procured after the MACC is signed. If packages are under budget, the savings go back to buyout contingency. If over, funds can be pulled from buyout contingency (if available) to cover the overrun(s)."	Most public owners indicate that buyout savings accrue to the owner, but is it mandated by the RCW? Suggest confirming, or clarifying that "In most contract documents,..."	Recommend adding language above and indicating that use of other contingency needs to be specified in the contract, including what happens to the remainder and what the appropriate timing. Recommend saying buyout savings goes back to owner per RCW and add a best practices timing.	Updated language: <i>Buyout contingency is used to cover cost overruns for publicly bid subcontract packages. All unused buyout contingency would go back to the public body. The best practice is to issue a deductive change order for any unused buyout contingency once all subcontract packages are awarded.</i>
31	5	"Examples: geotechnical risk in soil management, hazardous material abatement, jurisdictional permitting, or scope risk"	Suggest deleting "scope risk" from this list as too vague - or clarifying the intent.	recommend changing to unquantifiable scope.	Updated language: <i>Examples: geotechnical risk in soil management, hazardous material abatement, jurisdictional permitting, or unquantifiable scope.</i>
31	5	"NSS is not included in the 30% self-perform rule volume limit for the GCCM "	Consider "NSS are not counted in the self-performance limits for GCCM performance per RCW 39.10.390(3)." both for clarity of the intent, and to avoid confusion about the Heavy Civil limit on self-performance.	recommend updating	Updated Language: <i>Negotiated Support Services are not counted in the self-performance limits for GCCM performance per RCW 39.10.390(3).</i>
31	5	"Often defined by owner as a percentage of the MACC. This percentage should be clearly listed in RFP documents (cross-reference other best practice chapters). The general conditions should outline what GCCM can apply the MACC Risk Contingency funds toward. The owner shall approve all MRC usage."	Suggest deleting this bullet, as it is related to MACC Risk Contingency (covered previously) and not NSS.	recommend deleting	Deleted
31	5	Negotiated Support Services section	This appears to duplicate the NSS discussion earlier in the document (p. 27). Suggest combining to avoid confusion.	Nick to review against procurement section and see how to reorganize document.	
32	Chapter 5 Total Contract Cost; Negotiated Support Services (Flowchart)	Flowchart	Flowchart needs to be cleaned up. The order is wrong, truncated, and doesn't match the explanations, which look to be more correct. Recommend showing an excel column and cost formula	will address when working on graphics	
32	5	Percent Fee section	This appears to duplicate the fee discussion earlier in the document (p. 24). Suggest combining to avoid confusion.	Nick to review against procurement section and see how to reorganize document.	
32	Chapter 5 Total Contract Cost; Percent Fee	Fee has two components: profit and overhead.	This is redundant from the scoring piece. Define just once to avoid duplications and errors	Nick to review against procurement section and see how to reorganize document.	Discuss with group shuffling the procurement and this section around to flow better. Should we discuss how the contract cost is built before we move into procurement. Perhaps the end of the procurement section is contract execution and we change the chapter to procurement and contract execution.
33	5	"The "other price-related factors" described in the RCW may be based on one or more criteria, such as the fee, plus Specified General Conditions and/or staffing. "	Please clarify that this is in reference to the selection criteria inclusion of "other price-related factors" - perhaps with a specific RCW citation. As written, the bullet is unclear as to its reference.	Nick to review against procurement section and see how to reorganize document.	need to compare procurement section and this section to avoid the duplication and confirm clarity of statements.



GC/CM Best Practices Manual Comments and Edits

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33	5	Specified General Conditions section	This appears to duplicate (and in some places conflict with) the SGC discussion earlier in the document (p. 26). Suggest combining to avoid confusion and inconsistency. In particular, bullets 3 and 4 express "best practices" that don't appear aligned with the previous discussion on SGCs. This later section appears less finished than the previous, and may be a leftover from earlier drafts.	Nick to review against procurement section and see how to reorganize document.	need to compare procurement section and this section to avoid the duplication and confirm clarity of statements.
34	Chapter 5 Total Contract Cost; Cost Allocation Matrix	Cost Allocation Matrix ...	Again, referenced above in 2.6.7, consolidate.	Nick to review against procurement section and see how to reorganize document.	need to compare procurement section and this section to avoid the duplication and confirm clarity of statements.
34	5	Cost Allocation Matrix section	This appears to duplicate the CAM discussion earlier in the document (p. 27-28). Suggest combining to avoid confusion.	Nick to review against procurement section and see how to reorganize document.	need to compare procurement section and this section to avoid the duplication and confirm clarity of statements.
34	5	Owner Contingency section	This appears to duplicate the public body budget contingency discussion earlier in the document (p. 14). Suggest combining to avoid confusion.	Nick to review against procurement section and see how to reorganize document.	need to compare procurement section and this section to avoid the duplication and confirm clarity of statements.
36	6	Entire Chapter	Given the importance of the intent, relationships, and roles and responsibilities sections of this chapter to successful GCCM delivery, consider moving this writeup earlier in the document, or looking to combine it with similar content earlier in the document.	Nick to review against procurement section and see how to reorganize document.	Discuss with group shuffling the procurement and this section around to flow better. Should we discuss how the contract cost is built before we move into procurement. Perhaps the end of the procurement section is contract execution and we change the chapter to procurement and contract execution.
38	6	"Assuming a space program has been completed, the design team verifies the program to confirm that all required spaces are accounted for with proper adjacencies and grossing factor. "	This seems very specific to building projects and architectural design, and may confuse users of heavy civil GCCM contracts. Consider deleting.	recommend deleting sentence	Deleted
38	6	"• Ensure an open and fair bidding environment for subcontractors. • Marketing and outreach efforts to promote and advertise the project to obtain bids. "	These two bullets do not read like deliverables. Suggest deleting or combining with the subcontracting plan bullet above them.	recommend moving to paragraph below.	Moved to paragraph below
39	6	"...the GCCM manages and creates several project deliverables:"	Consider adding "Constructability reviews" and/or "Value Engineering" to the list of bullets	Recommend including but framing as a deliverable i.e. report	Updated Language: • C onstructability review report • V alue engineering recommendations report
40	7	Chapter 7	This chapter seems well crafted and organized. Consider utilizing a similarly well-written chapter for the GCCM selection discussion.	no action recommended	
40	7	Chapter 7	Consider whether this chapter should be a part of the "Subcontracting" Chapter later (Chapter 9), or come after it in the sequence of the document.	no action recommended	
41	Chapter 7 Alternative Subcontractor Selection - Appropriateness	Appropriateness ...	Recommend keeping best practices, benefits. RCW language can be reference but duplication. 8.5 pages, would keep to 2-3 pages and similar throughout.	NO action, but recommend reviewing entire document to cut excess	
43	7	"To maximize this preconstruction benefit, it is typically best to select the subcontractor no later than early in design development. "	It is unclear what "no later than early in design development" is intended to convey. Consider a percentage of design, or drop the "no later than"	recommend changing "To maximize this preconstruction benefit, it is typically best to select the subcontractor early in the design process."	Updated Language: <i>To maximize this preconstruction benefit, it is typically best to select the subcontractor early in the design process.</i>
53			Suggest the following revision on the 3 sentence of the first bullet point under Potential Advantages The combination of these scope in one bid package can lead to enhanced coordination, a higher quality installation and the lowest overall price to the owner. (Brytan Gormley, Cornerstone General Contractors)	The combination of these scopes in one bid package can potentially lead to enhanced coordination and reduced costs. Recommend moving questions in paragraph up to questions section above	Updated Language: <i>The combination of these scopes in one bid package can potentially lead to enhanced coordination and reduced costs.</i> Moved questions to bulleted list above
63	10	"• Are there Buy America requirements?"	Revise to Build America Buy America requirements	recommend updating to new language from Feds	Updated Language: • A re there Buy America or BABA (Build America/Buy America) requirements?
34-35	5	Negotiations section	Much of this content (timing, early bid packages, mini-MACCs) appears previously in the document. Suggest combining for clarity and brevity.	Nick to review against procurement section and see how to reorganize document.	need to compare procurement section and this section to avoid the duplication and confirm clarity of statements.