



North Mason Regional Fire Authority

REQUEST FOR QUALIFICATIONS

This **REQUEST FOR QUALIFICATIONS (RFQ)** from the Owner named below invites the submittal of a Statement of Qualifications (SOQ) from consultants interested in providing Project Management Services for the Fire Authority's project to build a new headquarters Fire Station. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting a SOQ to the Owner for the Project.

OWNER:

North Mason Regional Fire Authority
P.O. Box 277
Belfair, WA 98528

PROJECT:

North Mason Regional Fire Authority
Headquarters Fire Station Construction Project
Belfair, Washington

OWNER CONTACT PERSON:

Offerors shall submit the SOQ to
Fire Chief Beau Bakken
P.O. Box 277
Belfair, WA 98528
bbakken@northmasonrfa.com

SOQ DUE DATE AND TIME:

Offeror's SOQ shall be submitted no later than
5:00 (PST), January 10, 2020

All SOQs must be submitted pursuant to the instructions below. It is the Offeror's sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. The Owner has the right to reject any SOQs not properly delivered.

SECTION 1: OWNER DESCRIPTION

1.1 General

The North Mason Regional Fire Authority provides the primary response to fires, medical calls, and other emergencies for over 132 square miles in North Mason County. Primary service areas include the town of Belfair, the Tahuya Peninsula and the South Shore of the Hood Canal. The majority of the Authority can be considered rural. The Authority's headquarters, identified as Station 21 and located at 460 Old Belfair Highway, is one of two fully-staffed public safety facilities within the Authority and houses administrative staff, full-time personnel and volunteer responders, along with a complement of emergency and firefighting apparatus.

Built in 1971, the headquarters station originally served an area of 36 square miles and responded to 200 emergency calls each year. The now 48-year-old station no longer meets community needs having grown to cover 132 square miles. North Mason crews now respond to over 2,600 emergency calls annually.

The Authority was formed in 2014, following a voter-approved merger of Mason County Fire Districts 2 and 8. Shortly after, the Board of Fire Commissioners developed a strategic plan for the new Authority, which was formally adopted in October 2015. The plan highlighted the need to establish a capital facilities strategy that prioritizes ongoing maintenance, replacement of aging structures and the need for new facilities.

In 2019, the Authority went to North Mason citizens with a campaign for a \$10,000,000 bond to build a new headquarters fire station on recently-purchased property adjacent to the existing Station 21. The bond passed in November of 2019, creating potential for a project that will support the Authority's operations for the next 50 years and beyond. The existing headquarters fire station will be repurposed to serve as an Emergency Management Campus, housing the Mason County Sheriff's Office North Precinct and the North Precinct for Mason County's Department of Emergency Management.

The Authority is governed by an elected 5-member Board of Commissioners that meets twice monthly to manage Authority business. The Board oversees Administrative Staff, including the Fire Chief, Assistant Fire Chief, two Executive Assistants, and an Administrative Assistant. Authority Operations are performed across three full-time, 24-hour operating shifts comprised of Officers, Firefighters/Emergency Medical Technicians (EMTs) and Firefighter/Paramedics (PMs). A daytime Firefighter/EMT responds to emergencies from the Tahuya Fire Station and manages the volunteer program. The Authority also employs one full-time Community Outreach Coordinator.

The Authority maintains a volunteer program to support daily operations. The program includes a group of student firefighters that supplement shift staffing in exchange for extensive training opportunities. Additional volunteers are involved in a wide range of capacities, including the Community Response Team (CRT), a group of individuals trained to respond to emergencies in their respective communities. In total, the Authority maintains an operating membership of 110 volunteer and staff members.

The North Mason Regional Fire Authority's mission is to "safeguard North Mason communities". The new station project is a critical component of meeting the needs of North Mason citizens by providing a larger, upgraded, and more efficient facility for

emergency operations, training and community resources. More information on Authority operations, employee structure and organizational mission can be found on the NMRFA website www.northmasonrfa.com.

SECTION 2: OVERVIEW OF THE PROJECT

2.1 General

This RFQ is issued to provide the selection process for Project Management Services for the Project described below. Firms submitting a response to the RFQ will be asked at a minimum to state their understanding/experience of the Project and offer their methodology for meeting the criteria noted in this RFQ. The Short Listed finalists will be required to participate in a mandatory scheduled Site Walk Through and Interview, as outlined in the Procurement Schedule detailed in Section 2.5.

The Headquarters Fire Station Construction Project will take place on two parcels of land that total 3.5 acres adjacent to the current headquarters fire station located at 460 Old Belfair Highway (See *Exhibit A*). The Authority is seeking to build a fire station facility that is between 18,000 and 22,000 square feet in size. The Project will include but not be limited to site improvements, utilities, storm water, building construction, landscape and parking.

The facility itself will accommodate both daytime staff and overnight staff, requiring both adequate office space and living space. An area will also be designated for indoor classes and training. An attached apparatus bay will house a variety of vehicles including fire engines, command vehicles and ambulances.

Special building considerations include storage and maintenance space for tools and gear, work flow processes, an area designated for decontamination, work stations for crew, special ventilation systems for apparatus exhaust, medical supply storage and a dedicated physical fitness room. Security measures for both staff and equipment will also be considered. Functionally, the facility design must prioritize effective emergency response. Symbolically, this project will serve as a building that represents the Authority's professionalism and commitment to community service for many years to come. This project will also serve as a focal point for community pride for our small community.

2.2 Project Objectives

- Provide the Authority with professional guidance, assistance and representation throughout the duration of the Project.
- Work closely with the Authority to deliver on all Authority-desired outcomes for the Project.
- Identify, assist with and implement the most effective project method and contracting methods to deliver the construction of a new headquarters fire station.

- Ensure that the Authority is successful in delivering the Project on time and within the approved budget.
- Create a functional space for community resources, staff/apparatus housing and emergency response, training and administrative functions that considers both current and future needs.

2.3 Project Budget

The North Mason Regional Fire Authority has established a \$10M budget to cover all costs associated with the Project. All costs include but are not limited to property acquisition, project management, building construction, permitting, site work, utilities, necessary improvements and required consultation.

2.4 Scope of Work

See Exhibit B.

2.5 Procurement Schedule

Date:	Activity:
December 18, 2019	Issue RFQ
January 3, 2020	Last Date to Submit Questions Regarding the RFQ
January 10, 2020	SOQ Due Date
January 13, 2020	Notification of Short Listed Offerors
To Be Scheduled	Mandatory Site Walk Through for Short Listed Offerors
To Be Scheduled	Interviews with Short Listed Offerors
January 21, 2020	Notification of Preferred Offeror

2.6 Definitions

- 2.6.1 Administrative Staff.** Fire Chiefs, Executive Assistants, and Administrative Assistants employed full-time to manage administrative functions.
- 2.6.2 Alternative Delivery.** Project delivery methodology that includes Design-Build and General Contracting project delivery methods.
- 2.6.3 Business Day.** Any day on which the Owner is open for regularly conducted business.
- 2.6.4 Career Staff.** Firefighters, Emergency Medical Technicians, and Paramedics employed full-time to respond to emergencies around-the-clock.
- 2.6.5 CRT.** The Community Response Team consisting of volunteers that are trained to respond to various emergencies within the communities in which they live.
- 2.6.6 Design-Build.** An alternative delivery method outlined in RCW 39.10.300.
- 2.6.7 Design-Builder.** The entity with the prime Design-Build contract with the Owner.

- 2.6.8 Design-Build Team.** All entities listed by the Design-Builder as providing services or construction on the Project. Members of the Design-Build Team may also be referred to as “Team Members”.
- 2.6.9 Emergency Apparatus.** Vehicles used to respond to emergency calls including Fire Engines, Ambulances, Water Tenders, and Command Units.
- 2.6.10 Emergency Responders.** Personnel that respond to emergencies including Career Staff, Firefighters, Emergency Medical Technicians, Paramedics, Volunteers, Student Firefighters, and Community Response Team (CRT).
- 2.6.11 General Contractor.** Person responsible for the day-to-day oversight of a construction site, management of vendors and trades, and the communication of information to all involved parties throughout the course of the Project.
- 2.6.12 Owner.** Project executor referred to as North Mason Regional Fire Authority or the Authority.
- 2.6.13 Project Manager.** Person with experience and expertise to guide the Owner through Project processes and act as a representative on the Owner’s behalf.
- 2.6.14 Offeror.** Party that submits a response to this RFQ in the form of an SOQ that offers services to the Project.
- 2.6.15 Procurement.** The Owner’s process for selecting a Project Manager for the Project.
- 2.6.16 Procurement Documents.** All documents issued by the Owner in connection with the Procurement or Project.
- 2.6.17 Projects of Similar Scope and Complexity.** Projects that had completion dates within the last five (5) years and that have many or all of the following characteristics:
- a. Projects of similar size and budget that include design and construction of public and/or public safety facilities;
 - b. Complex projects that require coordination with multiple stakeholders and/or regulatory agencies;
 - c. Projects with sensitive equipment requirements;
 - d. Projects that require complex scheduling with minimal disruption to a facility that operates on a 24/7 basis;
 - e. Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design;

- f. Projects where the Project Manager was selected prior to the establishment of the final price and schedule and where the Project Manager collaborated with the Owner to develop the final price and schedule.

2.6.18 Short Listed Offerors. Offerors who are selected to proceed to the next phase of this Procurement following the initial RFQ submission.

2.6.19 SOQ. The Offeror's Statement of Qualifications which is issued to the Owner in response to the RFQ.

2.6.20 Volunteer. Members that dedicate their time and skills on a voluntary basis to emergency response and other activities.

SECTION 3: PROCUREMENT PROCESS

3.1 General Information

3.1.1 Compliance with Legal Requirements

This procurement will be in accordance with all applicable federal, state and local laws, and Owner policies and procedures.

3.1.2 Conflict of Interest and Communications with the Owner

- a. The Owner may make a written determination to waive a potential Conflict of Interest if the following apply:
 - i. The role of the Offeror was limited to provision of preliminary design, reports or similar "low-level" documents that will be incorporated into the Procurement and did not include assistance in development of instructions to Offerors or evaluation criteria; or
 - ii. Where all documents and reports delivered to the Owner by the Offeror are made available to all Offerors.
- b. Following the Owner's approval of the Short Listed Offerors, the Owner anticipates that certain communications and contacts will be permitted. The RFQ and/or other written communications from the Owner will set forth the rules and parameters of such permitted contacts and communications. To the extent any Offeror intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by the Owner prior to the commencement of such activities.

3.1.3 Expenses of Offeror

The Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into this Procurement process shall prepare the required materials and Proposal at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for

reimbursement from the Owner for the costs and expenses associated with the process, even in the event that the Owner cancels this Project or rejects all Proposals.

3.1.4 Public Disclosure

All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information or trade secrets must be clearly identified and readily separate from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner under the applicable public records act. The Owner will endeavor to provide at least two (2) Business Days' notice of a public records request for material submitted pursuant to this Procurement. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of the receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.

3.1.5 Identification of Projects

For each Project identified in the SOQ, provide the following information. The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluative criteria in Section 5.3, or the Offeror can provide a separate table for the identified Projects. The identification of Projects will not be evaluated separately. Rather, the Projects will be evaluated in the context of the criteria set forth in Section 5.3.

- a. Name of Project;
- b. Owner/Customer;
- c. Location of Project (include address);
- d. Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
- e. Project description including size and square feet;
- f. Involvement of specific individuals proposed for this Project;
- g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- h. Final construction costs including change orders;

- i. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- j. Project contact of the owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted Project example.

3.2 Owner Rights and Procurement Conditions

3.2.1 The Owner reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

- a. To cancel the Procurement process and reject any and all SOQs;
- b. To waive any informality or irregularity;
- c. To revise the Procurement Documents and Schedule via Addendum;
- d. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
- e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ;
- f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
- g. To contact references who are not listed in the Offeror's SOQ and investigate statements on the SOQs and/or qualifications of the Offeror and any firms or individuals identified in the SOQ;
- h. To take any action affecting the RFQ process or the Project that is determined to be in the Owner's best interests; and
- i. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Team Members from those identified in the Proposal. Such approval or disapproval shall not be unreasonably exercised.

3.3 Outline of the Procurement Process

3.3.1 Request for Qualifications

- a. This RFQ invites firms to submit SOQs describing in detail their technical, management, and financial qualifications to serve as a Project Manager for the Authority's proposed Project.
- b. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the time and manner set forth in this RFQ and any Addenda. The Owner will not consider SOQ or other deliverables that are submitted after the

time set forth in the RFQ. Offerors are solely responsible for making sure the Owner receives the SOQ in a timely fashion.

- c. The Owner will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the Owner in this Procurement.
- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- e. Not more than ten (10) responsive and responsible firms will be selected as Short Listed Offerors. Only those firms that have been short-listed will be invited to participate in the mandatory Site Walk Through and Interview.

3.3.2 Price Proposal and Selection Process

- a. Prior to the submission date for Proposals, written questions will be accepted electronically to the Owner Contact Person listed on page 1.
- b. The Owner will schedule and conduct a mandatory Site Walk Through and Interview with all Short Listed Offerors. Site Walk Throughs and Interviews will be conducted with Offerors consecutively on the same day.
- c. The Owner, at its sole discretion, may revise the RFQ, the contract provisions, and/or program documents and issue an Addendum to all Short Listed Offerors.
- d. Short Listed Offerors will submit a Price Proposal in accordance with the Procurement Schedule.
- e. The Price Proposal may be submitted in a separate, distinctly marked and sealed envelope from the RFQ or electronically to the Owner Contact Person listed on page 1.
- f. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on Proposals.
- g. The Owner will provide written notification to all Short Listed Offerors of the selection decision at the conclusion of the Procurement.
- h. By submitting a Proposal pursuant to the RFQ, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

3.3.3 Price Proposal

Short Listed Offerors will submit a Price Proposal pursuant to the instructions set forth in the RFQ (*See Exhibit C*).

3.3.4 Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the Owner will consider the information submitted in the SOQ and Price Proposals as well as Interviews with the Offerors with respect to the evaluation criteria set forth in the RFQ. The result of the evaluation will be a comparative ranking of Offerors.

For the purpose of selecting and evaluating Offerors, the evaluation criteria will be given the following relative weights:

SOQ		Total Weight:
	Quality of Proposal	20 Points
	Consultant Qualifications and Experience	30 Points
	Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity	30 Points
	Overall Management Approach	25 Points
	Project Controls, Cost Tracking	20 Points
	Collaboration and Integration	15 Points
Interview		
	Demonstrated Ability to Achieve Owner Goals and Objectives with Respect to the Project	40 Points
	Availability and Capacity of the Consultant	10 Points
Price Proposal		30 Points

3.4 Contract Format

Project Management Contract for Services will follow the Sample Agreement for Services format which will be updated and issued following the final selection of the Preferred Offeror (*See Exhibit D*).

SECTION 4: SOQ DOCUMENTATION REQUIREMENTS

4.1 **SOQ Format and Organization Requirements**

The SOQs shall comply with the following format requirements:

- 4.1.1 SOQs shall be formatted in searchable .pdf format.
- 4.1.2 The body of the SOQ shall be organized in accordance with the Evaluation Criteria.
- 4.1.3 SOQs shall consist of the following parts:
 - a. Letter of Interest
 - b. Minimum Qualifications

- Statement of Offeror's Ability to Provide Performance (*See Section 5.2*)
- c. Technical and Management Qualifications

SECTION 5: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION

5.1 Letter of Interest (Page Limit – 2)

The SOQ must include a cover letter containing an executive summary that includes the key elements of the Offeror's RFQ and an overview of the consultant team. Indicate the address and telephone number of the office from which the Project will be managed. The executive summary should also include a brief narrative on the Offeror's initial impression of the best fit of available contracting methods for this Project based upon the information available for developing this RFQ.

5.2 Minimum Qualifications (Page Limit – 2)

The SOQ must include a statement that describes the Offeror's ability to provide adequate performance and expertise to manage the Project. This section should clearly describe the management methodology or methodologies planned to be used to carry out the specific tasks described in the Offeror's Work Plan as follows:

1. Work Plan: Describe the sequential tasks to be used to accomplish the Project indicating all key deliverables and their contents.
2. Describe the approach and methods for managing the Project including an organization chart showing all proposed team members.
3. Provide a schedule for completing each phase in the Scope of Work, including deadlines for preparing Project deliverables.
4. Provide an estimate of cost and billing rationale for work.

5.3 Technical and Management Qualifications (Page Limit – 4)

Page limit does not include the Identification of Projects requirements identified in Section 3.1.5.

The SOQ shall demonstrate the Offeror's ability to serve as the Project Manager for the Project by providing technical and management qualifications along with a list of references. The inability to contact a reference may have a detrimental impact on the evaluation of the SOQ.

Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner reserves the right to award more points to successful projects in which the Offeror had substantial responsibility for their respective scopes of work.

Responses to this section of the RFQ will be evaluated based on the following information:

5.3.1 Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity

1. Describe the Offeror's past performance in guiding Owner's through alternative delivery processes.
2. Describe the Offeror's past performance in successfully managing alternative delivery Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
3. Describe the Offeror's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
4. Describe the Offeror's past performance in developing and/or managing costs within a specified budget.
5. Describe the Offeror's past performance working in a diverse group and the steps taken to promote integration and a collaborative working environment.

5.3.2 Overall Management Approach

1. Describe the Offeror's overall management approach to the Project. In responding to this evaluation factor, Offerors should address the following:
 - a. What strategies will the Project Manager employ to achieve a thorough and clear understanding of the Owner's goals and objectives?
 - b. Based on the information provided in the Proposal, what is the Proposed Project Manager's current understanding of the goals and objectives of this Project?
 - c. Identify three (3) key challenges to the Project, and for each challenge identified,
 - Propose a strategy to mitigate the potential negative impacts of the challenge.
 - Identify any unique approaches, strengths, and/or differentiating resources that will assist the Project Manager in strategy implementation and assist the Owner in achieving Project goals.
2. Quality Assurance/Quality Control (QA/QC). Provide the following information regarding the Offeror's approach on QA/QC.

- a. The overall approach to both design and construction QA/QC;
- b. The Project Manager's processes to facilitate and oversee QA/QC;
- c. The Project Manager's commitment to safety and strategy to convey the message of safety to the Project Team.

5.3.3 Project Controls, Cost Tracking

1. Describe the Offeror's processes and tools for monitoring, reporting, and managing cost, including but not limited to:
 - a. Design budget control and reporting processes;
 - b. Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating teams, project, design, construction, and operations management teams to execute these processes;
 - c. Risk management processes and how quantified risk cost and schedule values are factored into the cost and schedule baseline, projected cost and schedule performance;
 - d. Cash flow reporting processes and basis for monthly cash flow estimated values;
 - e. Process to plan and track bond management and administration.
2. What are the primary challenges with respect to project controls and how will those challenges be met?

5.3.4 Collaboration and Integration

One of the primary goals for the Project is to create a highly functioning, collaborative, and integrated team as early as possible and to incorporate the Owner's staff and consultants as part of that team.

1. Explain the Project Manager's approach to creating a collaborative environment for the Project.
2. Describe how the Project Manager will engage the Project Stakeholders and incorporate their input into the Project.
3. Provide the Project Manager's approach to conflict resolution between the Owner, Project Stakeholders, and the members of the Project Team.

5.3.5 Submittal Instructions

SOQs shall be submitted electronically to Owner Contact Person by the SOQ Due Date and Time as listed on the Procurement Schedule.

SECTION 6: LIST OF ATTACHMENTS

Exhibit A – Project Sitemap

Exhibit B – Scope of Work

Exhibit C – Price Proposal Instructions

Exhibit D – Sample Contract Documents



EXHIBIT A: PROJECT SITEMAP

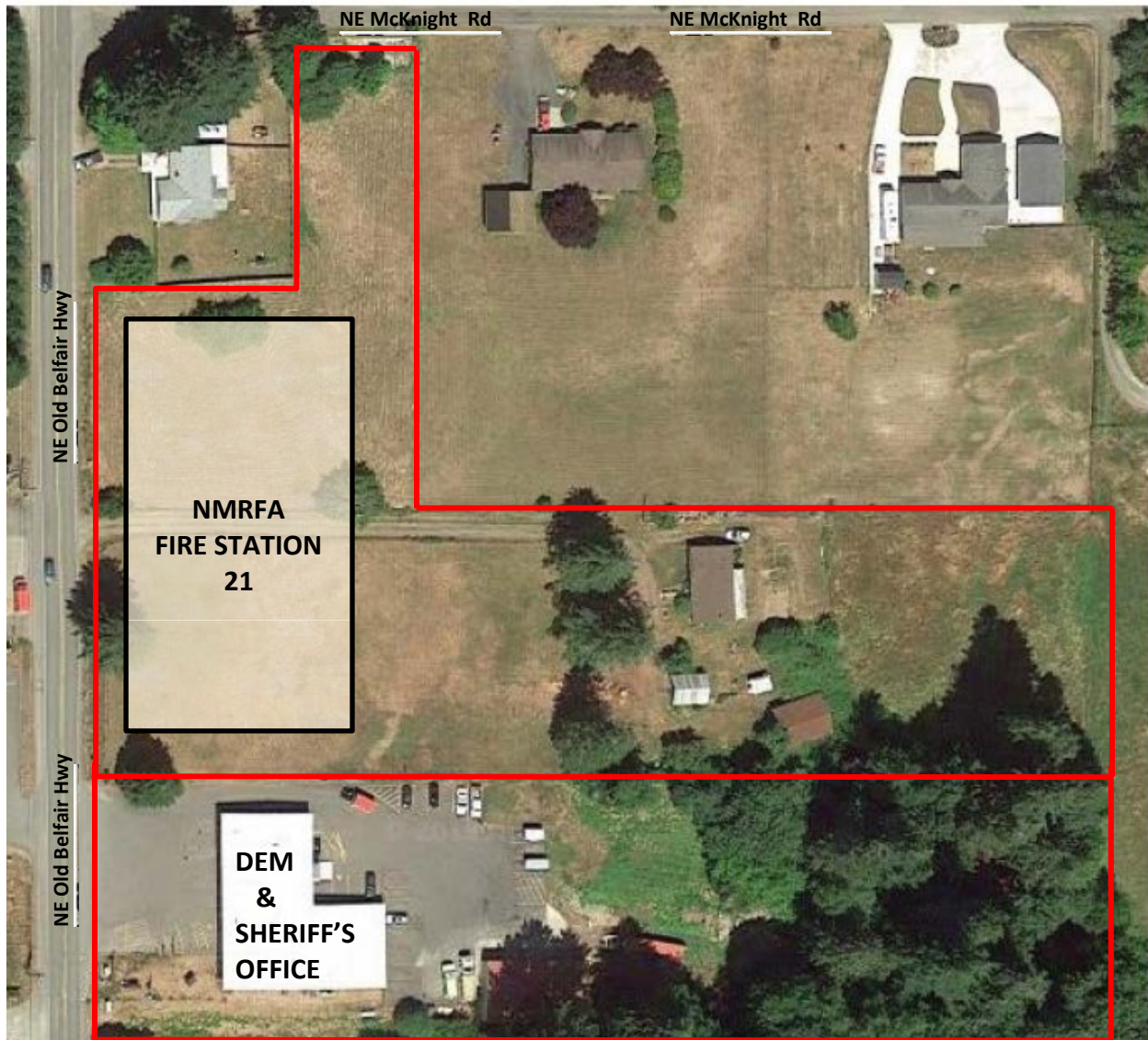




EXHIBIT B: SCOPE OF WORK

Pre-Construction Phase

- Understand and represent the best interests of the Authority;
- Integrate self into client environment to build positive professional relationships with Authority leadership and project personnel;
- Facilitate team-building through the alignment of interests;
- Create project alliance to build a common purpose;
- Conflict resolution;
- Research and recommend to the Authority the best Project Delivery Method to accomplish Authority Project goals;
- Develop Requests for Qualifications and Requests for Proposals for Design-Build Team or General Contractor procurements and any additional consultants that may be needed for the Project;
- Obtain Washington State Department of Enterprise Services Project Review Committee approval for the alternative delivery methodology selected;
- Guide Authority leadership in the procurement of the Design-Build Team or General Contractor using RFQ and RFP agreements and contracts;
- Recommend courses of action to Owner when requirements of any contracts are not being fulfilled;
- Develop a Project Delivery Strategy that addresses requirements for function, cost, quality, time, and logistics;
- Guide and create consensus with all stakeholders on the project definition, design, cost, and schedule;

- Prepare evaluation criteria that includes project objectives, expectations and design, construction and other project challenges;
- Consult and lead efforts of the Design-Build Team or General Contractor while serving as an extension of the Authority's staff;
- Establish and implement the appropriate financial and administrative controls;
- Attend meetings with public agencies and assist in obtaining permits, approvals, and other authorizations necessary for the development, construction and operation of the Project;
- Work with the Owner and Design-Build Team or General Contractor to prepare a Project Master Schedule;
- Develop a Project Budget including consultants, contractors and subcontractors, permitting, construction costs, testing and inspection fees, furnishings, equipment, inflation, and other related costs and contingencies;
- Work with Design-Build Team or General Contractor to generate a cash flow forecast for the Project and update the same on a regular basis;
- Develop, implement, and manage a system for review and processing of change orders;
- Review design documents as they are developed in order to avoid potential problems and to minimize potential change orders;
- Deliver the Project on time and on budget.

Construction Phase

- Prepare and distribute monthly reports to the Owner and Design-Build Team or General Contractor on the project budget, the status of the project schedule, and on general project information;
- Maintain current and orderly records of all project documents including contracts, drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes, directives, change orders, etc.;
- Facilitate program meetings in which Owner and the Design-Build Team or General Contractor discuss procedures, progress, problems, scheduling, phasing, and coordination with ongoing operations and other issues relevant to the successful completion of the Project;
- Communicate effectively, both oral and written, to explain technical information to the Owner and other project stakeholders;
- Review and monitor the safety program developed by each contractor, record any safety violations, and make recommendations for improving safety conditions;

- Determine the requirements and make recommendations for inspections and testing, coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities;
- Manage agency reviews (zoning, building permits, storm water requirements, etc.).

Close-Out Phase

- Develop the Project Close-Out Process in consultation with the Owner and the Design-Build Team or General Contractor ensuring that all close-out activities are in compliance with the contract documents including schedule, inspections, testing, start-up procedures, warranty processing, and occupancy;
- Coordinate, monitor, and document for testing, calibration, and start-up of all equipment and building systems;
- Collect and catalog all operating and instruction manuals for equipment and building systems to be submitted to the Owner;
- Coordinate and assist in the training of Owner's personnel on the operation and maintenance of building systems and equipment;
- Schedule and coordinate substantial completion and final inspections;
- Coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage;
- Submit all project documentation including files, records, drawings, submittals, samples, and other information to the Owner in an organized and usable electronic format;
- Coordinate the warranty work by contractors to ensure their obligations are fulfilled in a timely manner;
- The Project Manager, upon completion of the Project, will be responsible for certifying that, to the best of his/her professional knowledge, the building conforms to the approved plans, specifications, and drawings.



EXHIBIT C: PRICE PROPOSAL FORMAT

A. Submit a Lump Sum Fee Proposal in the following format:

Name of Firm: _____
proposes to provide Project Management Services to North Mason Regional Fire Authority in accordance with the Scope of Work as outlined in Exhibit B of the Request for Qualifications for a Lump Sum Fee of:

\$ _____

B. Provide a breakdown of the Lump Sum Fee Proposal by functions, hours, and costs in the following format:

1. Pre-Construction Phase

Function	Hours	Cost
Subtotals		

2. Construction Phase

Function	Hours	Cost

Subtotals		

3. Close-Out Phase

Function	Hours	Cost
Subtotals		

4. Fee Proposal Summary

Function	Hours	Cost
Subtotals		

C. Provide a Fee Schedule of Hourly Rates for additional services for each function that may be required on the Project.

D. Reimbursable Expenses

The Fee Proposal should not include any reimbursable expenses. The Project Manager will not be reimbursed for the following:

- Accounting
- Telecommunications
- Postage
- Transportation
- Photocopying
- Office Supplies
- Miscellaneous Supplies

The Owner will provide the Project Manager with the following:

- Working Space/Furniture
- Utilities
- Telecommunications
- Postage
- Photocopying
- Waste Removal



EXHIBIT D: PROPOSAL CONTRACT DOCUMENTS

Contract No. _____
Brief Description: New Headquarters Fire Station

NORTH MASON REGIONAL FIRE AUTHORITY AGREEMENT FOR SERVICES

This Agreement is entered into by and between the North Mason Regional Fire Authority, a municipal corporation hereinafter referred to as the "AUTHORITY," and _____ hereinafter referred to as the "PROJECT MANAGER."

WHEREAS, the Authority desires to retain the services of a Project Manager to manage the Authority's project to build a new headquarters fire station and;

WHEREAS, The Authority has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Work to be Performed by the Project Manager.

The Project Manager shall perform the services outlined in Exhibit A. In performing these services, the Project Manager shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the Authority and will not be used for any other purpose without written consent of the Authority.

2. Compensation

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The Authority shall pay the Project Manager for services rendered after receipt of an itemized invoice or billing voucher in the form set forth in Exhibit B. Payments will be processed within thirty (30) days from receipt of billing voucher. The Project Manager shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the Authority. The Project Manager shall complete and

return a W-9 to the Authority prior to contract execution by the Authority. Mail all invoices or billing vouchers to: Fire Chief Beau Bakken, P.O. Box 277 Belfair, WA 98528 or email to bbakken@northmasonrfa.com.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the ____ day of _____, 20__.

4. Termination.

- A. The Authority reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to the Project Manager in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Project Manager pursuant to this Agreement, shall be submitted to the Authority.
- B. In the event this Agreement is terminated by the Authority, the Project Manager shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the Authority from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement, and any such charges due the Authority shall be deducted from the final payment due the Project Manager. No payment shall be made by the Authority for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the Authority.
- C. The Project Manager reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within thirty (30) days.
- D. If the Project Manager is unavailable to perform the scope of work, the Authority may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Project Manager in connection with the services rendered under this Agreement shall be the property of the Authority, whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the Authority at its request and may be used by the Authority as it sees fit. The Authority agrees that if the documents, products and materials prepared by the Project Manager are used for purposes other than those intended by the Agreement, the Authority does so at its sole risk and agrees to hold the Project Manager harmless for such use.
- B. The Project Manager acknowledges that the Authority is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Project Manager in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the Authority receives a public records request, unless a statute exempts disclosure, the Authority must disclose the record to the requestor. All or portions of materials, products and documents

produced under this Agreement may be used by the Project Manager if the Authority confirms that they are subject to disclosure under the Public Records Act.

- C. The Project Manager shall preserve the confidentiality of all Authority documents and data accessed for use in Project Manager's work product. Any requests for Authority documents and data held by the Project Manager shall be forwarded to the Authority which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The Project Manager is retained by the Authority only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Project Manager and the Authority during the period of the services shall be that of an independent contractor, not employee. The Project Manager, not the Authority shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Project Manager shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling and attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Project Manager shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Project Manager is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the Authority.
- B. The Authority shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer, with respect to the Project Manager or any employee of the Project Manager.

7. Hold Harmless.

The Project Manager shall defend, indemnify and hold the Authority, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Project Manager, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Authority.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Project Manager and the Authority, its officers, officials, employees and volunteers, the Project Manager's liability hereunder shall be only to the extent of the Project Manager's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Project Manager's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Gifts.

The Authority's Code of Ethics and Washington State law prohibit Authority employees from soliciting, accepting or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the Authority's Code of Ethics and state law, the Project Manager shall not give a gift of any kind to Authority employees, officials or volunteers.

9. Insurance.

The Project Manager shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Project Manager's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the Authority as excess of the Project Manager's insurance (except for professional liability insurance); and 2) Project Manager's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the Authority.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The Authority shall be named as an additional insured on this policy. The Project Manager shall submit to the Authority a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the Authority.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Project Manager use of motor vehicles.

10. Delays.

Project Manager is not responsible for delays caused by factors beyond the Project Manager's reasonable control. When such delays beyond the Project Manager's reasonable control occur, the Authority agrees the Project Manager is not responsible for damages, nor shall the Project Manager be deemed to be in default of the Agreement.

11. Successors and Assigns.

Neither the Authority nor the Project Manager shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

12. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

13. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Fire Chief Beau Bakken
North Mason Regional Fire Authority
P.O. Box 277
Belfair, WA 98528
(360) 275-6711 ext. 200

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

14. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be Mason County Superior Court.

15. General Administration and Management.

The Authority's contract manager shall be: Fire Chief Beau Bakken

16. Severability.

Any provisions or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Authority and the Project Manager, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement.

Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

18. Captions.

The titles of sections or any other parts of this Agreement are for convenience and do not define or limit the contents.

19. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

20. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This agreement is executed by

**NORTH MASON REGIONAL
FIRE AUTHORITY**

PROJECT MANAGER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)