ATTACHMENT D: PDB W/OTA INDUSTRY QUESTIONNAIRE

Instructions: Provide individual responses to the questions via ProjNet "Bidder Inquiry".

1) Guaranteed Maximum Price (GMP) & Cost Flexibility

a) Does the definition of the GMP in Article 1 clearly and accurately establish a firm financial ceiling while maintaining the commercial operational flexibility required for progressive execution?

b) How would you define the Guaranteed Maximum Price (GMP)?

c) Does the proposed language in Agreement Article 2.3.3 and Article 6.2 provide sufficient flexibility to reallocate funds between Schedule of Values (SOV) line items without requiring a contract modification, provided the overall GMP is not exceeded? If not, what adjustments are recommended?

d) Design Maturity for GMP: What level of design maturity (e.g., 60% Design Development, 90% Construction Documents) is the optimal point to establish a reliable and fair GMP that minimizes the need for excessive contractor contingency?

2) Payment, Allowances, & Shared Savings

a) How would you frame the payment article? Based upon Schedule of Values (SOV) or similar to a Federal Progress Payment Clause?

b) Is tying progress payments in Phase 2 to a cost- and resource-loaded SOV aligned with your standard commercial billing practices? What administrative hurdles, if any, do you foresee with this invoicing model in a USACE environment?

c) Allowance Shared Savings: The Government proposes using Allowances with a "Shared Savings" mechanism for highly unpredictable risks (such as ICD 705 SCIF acoustic/RF-shielding mitigation or third-party utility connection fees).

   i) What is an industry-standard shared savings percentage split (e.g., 50/50, 60/40) that would successfully incentivize the Design-Builder to drive down costs?

   ii) Are there other specific project risks where an Allowance/Shared Savings structure would be highly beneficial?

d) How would you structure Article 6 regarding Payment?

3) **Bonding and Financial Security:**

The drafted Agreement Articles exempt the Design-Builder from Performance and Payment bonds during Phase 1 (Design & Preconstruction Services), requiring them only upon execution of the Phase 2 (Final Design & Construction) modification at 100% of the GMP.

a) Does this phasing align with your surety's underwriting guidelines?

b) Does the exemption of Phase 1 bonding significantly improve your capacity/willingness to compete for these projects?

4) **Small Business Teaming & Subcontracting**

a) Article 28 establishes that specific small business subcontracting goals and partner firms will not be set at the initial award but will instead be collaboratively developed and finalized during Phase 1 to be incorporated into the Phase 2 GMP. Does this approach provide the necessary flexibility to secure highly qualified small business partners as the design matures?

5) **Phase 1 Off-Ramps & Design Intellectual Property / Liability:**

If the Government exercises its "Off-Ramp" at the end of Phase 1 due to an inability to negotiate a fair and reasonable GMP:

a) What is a commercially reasonable mechanism or fee structure for the Government to acquire the CAD/BIM files and design Intellectual Property to continue the project with another entity?

b) How would industry typically handle a “Design Buyout Fee” during the initial Phase 1 proposal?

6) **Broad Industry Best Practices Alignment**

a) Are there any Agreement Articles that are out of alignment with Industry? If so, what would be a recommended revision?

b) Are there any specific Articles that cause you concern or which would impact your decision to compete for a project to which they apply? If so, what are your specific concerns?