

# Document 00 71 00 - Contracting Definitions (CM at Risk Project)

## State of Ohio Standard Requirements for Public Facility Construction

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<b>Acceptable Component</b>	A component listed in the Specifications after the Basis of Design Component.
<b>Addenda or Addendum</b>	Written or graphic instrument issued prior to the Proposal deadline which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Agreement is executed.
<b>ADR</b>	See “Alternative Dispute Resolution.”
<b>A/E</b>	See “Architect/Engineer.”
<b>Affiliated Entity</b>	See “CM Affiliated Entity.”
<b>Agreement</b>	The form furnished by the Contracting Authority (including all of its exhibits) that, when completed and signed by the CM and Contracting Authority evidences entry into the Contract.
<b>Allowance</b>	A sum stipulated in the Contract Documents for a particular scope of the Work that may not be completely defined at the time the parties enter into the GMP Amendment. Allowance amounts do not include the CM’s Fee on account of the associated Work.
<b>Alternate</b>	A potential change in the scope of the Work, which may include but is not limited to alternate materials or methods of construction, and an adjustment stated in the GMP Amendment to be made to the Contract Sum or Contract Times or both if the corresponding Alternate is incorporated into the Contract.
<b>Alternative Dispute Resolution</b>	A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact-finding, dispute review board, and mini-trials, but shall not include arbitration.
<b>Applicable Law</b>	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work or the A/E’s Services on the Project.
<b>Approved Program of Requirements</b>	A written document approved by the Owner and Contracting Authority that details the functional requirements of the Project and the expectations of how it will be used and operated. These requirements and expectations include project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
<b>Architect/Engineer</b>	The Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents. The A/E shall be a <b>(1)</b> registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to ORC Chapter 4703, <b>(2)</b> landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to ORC Chapter 4703, or <b>(3)</b> professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to ORC Chapter 4733.
<b>As-Built Documents</b>	Documents, including but not limited to Drawings, Addenda, Specifications, Modifications, and other elements of the Contract Documents which the CM annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.

<b>Basis Documents</b>	All of the Drawings, Specifications, and other documents (including without limitation the Design Intent Statement), <b>(1)</b> upon which the CM relied to prepare the associated GMP Amendment, and <b>(2)</b> which are identified in Exhibit A to the associated GMP Amendment.
<b>Basis of Design</b>	A document that records the concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
<b>Basis of Design Component</b>	A component listed first in the Specifications.
<b>Bid</b>	A written proposal to perform the scope of Work allocated to a Subcontract, which meets the definition of "Trade Contract" under OAC Section 153:1-7-01.
<b>Bidder</b>	A Person that submitted a Bid.
<b>BIM</b>	See "Building Information Model."
<b>Bond</b>	The Performance Bond, Payment Bond, or both.
<b>Building Information Model</b>	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition; electronic files used to design and coordinate the Project; and may be used to describe a single model or multiple models used in the aggregate.
<b>Certificate of Contract Completion</b>	A form used to document the CM's achievement of Contract Completion. This form may also be used to document partial Contract Completion.
<b>Certificate of Substantial Completion</b>	A form used to document <b>(1)</b> that the CM has achieved Substantial Completion of the Work or a designated portion of the Work for which the Contracting Authority and the Owner have agreed to take Partial Occupancy, and <b>(2)</b> the date on which the associated Substantial Completion of the Work was achieved.
<b>Change Directive</b>	A written order prepared by the A/E and executed by the Contracting Authority that directs a change in the Work.
<b>Change Order</b>	A written instrument prepared by the A/E and executed by the Contracting Authority and the CM that modifies the Contract.
<b>Claim</b>	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
<b>CM</b>	See "Construction Manager."
<b>CM Affiliated Entity</b>	Any entity related to or affiliated with the CM or with respect to which the CM has direct or indirect ownership or control, including without limitation any entity owned in whole or part by the CM; any holder of more than ten percent of the issued and outstanding shares of, or the holder of any interest in, the CM; any entity in which any officer, director, employee, partner or shareholder (or member of the family of any of the foregoing persons) of the CM or any entity owned by the CM has a direct or indirect interest, which interest includes but is not limited to that of a partner, employee, agent or shareholder.
<b>CM Payment Request</b>	The form furnished by the Commission that is to be used by the CM in requesting payments and which, when signed by the CM, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.

<b>CM's Contingency</b>	A portion of the Contract Sum reserved for the CM's exclusive use (subject to the concurrence of the Owner and Contracting Authority) on account of certain unexpected events described in the General Conditions.
<b>CM's Documents</b>	All Project-related documents, including those in electronic form, prepared by the CM, Consultants, and Subcontractors.
<b>CM's Fee</b>	The portion of the Contract Sum attributable to the aggregate of the CM's Overhead and profit related to the CM's proper, timely, and complete performance of the Work in the Construction Stage. The CM's Fee does not include the CM's Preconstruction Stage Compensation.
<b>CM's Punch List</b>	A document prepared by the CM that consists of a list of items of Work to be completed or corrected by the CM as a condition precedent to Contract Completion.
<b>Commission</b>	See "Ohio Facilities Construction Commission."
<b>Commissioning Agent</b>	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.
<b>Commissioning Plan</b>	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
<b>Commissioning Process</b>	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.
<b>Commissioning Report</b>	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.
<b>Construction Budget</b>	The budget for Construction Costs for the Project established by the Contracting Authority and the Owner.
<b>Construction Cost</b>	The total cost for the CM's performance of the Work in the Construction Stage including all elements of the Project designed or specified by the A/E (at current market rates of labor and materials), plus CM's Contingency, plus CM's Fee. Construction Cost does not include the following: Preconstruction Stage Compensation, A/E fees, the cost of the land, right-of-way acquisition costs, or financing costs.
<b>Construction Manager</b>	The party identified as such in the Agreement.
<b>Construction Progress Schedule</b>	The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Subcontractors, A/E, CM, Contracting Authority, and Owner; and the Subcontractors' resource and cost loading information; as periodically updated during the performance of the Work.
<b>Construction Stage Personnel Costs</b>	The Personnel Costs the CM earns and the Owner pays to the CM during the Construction Stage.
<b>Consultant</b>	A Person engaged by the CM or a Subcontractor to provide professional services of various types for the Project including without limitation the Preconstruction Stage services of a Design-Assist Firm. The term includes the Consultant's authorized representatives, successors, assigns, and subconsultants regardless of tier.
<b>Contingency</b>	See "CM's Contingency."

<b>Contract</b>	The state of legal obligation entered into by the State and CM, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.
<b>Contract Completion</b>	The stage in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and the CM has satisfied all of its other obligations under the Contract, including without limitation <b>(1)</b> all governmental authorities have given final, written approval of the Work, <b>(2)</b> a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, and <b>(3)</b> all Punch List items have been completed or corrected.
<b>Contract Documents</b>	Collectively, the documents that constitute the substance of the Contract including the Agreement, GMP Documents, final Drawings, final Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Project Manual, and Modifications if any.
<b>Contract Sum</b>	The amount stipulated as such in the GMP Amendment. The Contract Sum is the CM's entire compensation for the CM's proper, timely, and complete performance of the Work during the Construction Stage and is subject to adjustment as provided in the Contract. The Contract Sum does not include the Preconstruction Stage Compensation.
<b>Contract Times</b>	The periods stipulated in the GMP Amendment for the achievement of associated Milestones, in consecutive days, beginning on the date established by the Notice to Proceed, including adjustments as provided in the Contract.
<b>Contracting Authority</b>	The party identified as such in the Agreement, which may be the Ohio Facilities Construction Commission; an agency of the state of Ohio; an Institution of Higher Education or division thereof; a School District Board; or the legislative body of a political subdivision.
<b>Coordination Drawings</b>	Drawings and Electronic Files prepared by the CM and Subcontractors to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals on certain projects.
<b>Correction Period</b>	A period of one year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy.
<b>Cost of the Work</b>	The Cost of the Work is the sum of (without duplication): <b>(1)</b> General Conditions Costs, <b>(2)</b> Construction Stage Personnel Costs, <b>(3)</b> Subcontract Costs, and <b>(4)</b> the cost of Self-Performed Work. The Cost of the Work does not include any portion of the CM's Fee, CM's Contingency, or Preconstruction Stage Compensation.
<b>CxA</b>	See "Commissioning Agent."
<b>Date of Commencement</b>	The date established in a Notice to Proceed issued by the Contracting Authority to the CM to mark the start of the Construction Stage and the beginning of the running of the Contract Times.
<b>day</b>	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
<b>Defective Work</b>	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the A/E's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials, or equipment during the period of any warranty or guarantee.

<b>Design-Assist Firm</b>	A Person capable of monitoring and assisting in the completion of the plans and specifications under ORC Section 153.50, who the CM engages to provide design-assist services.
<b>Design Intent Statement</b>	An A/E-prepared document intended to clarify the A/E's stage submission (e.g., the A/E's Design Development Stage submission) upon which the GMP Amendment may be based. The Design Intent Statement shall include a detailed description of all materially incomplete design elements and the intended scope, quantity, quality, and other characteristics of those elements that the A/E intends to describe in subsequent Drawings and Specifications for the Work.
<b>Differing Site Condition</b>	Either <b>(1)</b> a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the conditions indicated in the Contract Documents or <b>(2)</b> an unknown physical condition of an unusual nature encountered at the Site that differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
<b>Dispute Review Board</b>	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the CM and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
<b>Drawings</b>	Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the CM, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
<b>Electronic File</b>	Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.
<b>Enclosure, Permanent</b>	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and permanent windows and entrances are in place.
<b>Enclosure, Temporary</b>	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and windows and entrances are provided with suitable temporary enclosures.
<b>Extra Materials</b>	Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.
<b>Fee</b>	See "CM's Fee."
<b>Final Inspection</b>	The final review of the Work by the A/E to determine whether issuance of the Certificate of Contract Completion is appropriate.
<b>furnish</b>	Supply and deliver to the Site, or other specified location, ready for installation.
<b>General Conditions</b>	The State's Standard General Conditions in effect as of the date of the Agreement.
<b>General Conditions Costs</b>	General Conditions Costs include only the CM's costs to provide the General Conditions Work including without limitation the costs of all of the following Site-related items: telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, and pre-approved travel, lodging, and parking costs. General Conditions Costs also include <b>(1)</b> Bond premiums, <b>(2)</b> premiums for subcontractor default insurance to the extent incurred on account of Subcontractors enrolled for the Project, and <b>(3)</b> premiums for builder's risk insurance if the CM purchases the builder's risk policy for the Project.
<b>General Conditions Work</b>	The Work defined as such in the General Conditions Costs Description exhibit to the Agreement and referred to under the definition of "General Conditions Costs."
<b>GMP</b>	See "Guaranteed Maximum Price."

<b>GMP Amendment</b>	The amendment to the Contract establishing the Contract Sum, Contract Times, and other Contract terms for a Project Phase.
<b>GMP Documents</b>	The GMP Amendment (including all of its exhibits) signed by the Owner, Contracting Authority, and CM.
<b>Guaranteed Maximum Price</b>	Synonymous with Contract Sum and does not refer to a cost-reimbursable financial arrangement (e.g., cost-plus, cost-plus with a guaranteed maximum price, target price, etc.).
<b>Hazardous Materials</b>	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.
<b>Indemnified Parties</b>	The State, Contracting Authority, Owner, A/E, other Separate Consultants, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.
<b>install</b>	Put into use or place in final position, complete and ready for intended service or use.
<b>Institutional Designee</b>	The party identified in the Agreement empowered with a level of authority similar to the Executive Director of the Commission, which may be the university architect or engineer, director of capital facilities, or an institution vice president.
<b>Institution of Higher Education</b>	Any state institution of higher education as defined in ORC Section 3345.011, including any state university or college, community college, state community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
<b>Liquidated Damages</b>	A sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC Section 153.19, to be paid to the Owner due to the CM's failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any associated Milestone.
<b>Material Supplier</b>	A Person under a contract with the CM to furnish materials or supplies in furtherance of the Work during the Construction Stage of the Project, including all such Persons in any tier. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the CM by the Owner and accepted by the CM.
<b>mediation</b>	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
<b>Milestone</b>	A principal event specified in the Contract relating to a completion date or time.
<b>Modification</b>	A <b>(1)</b> written amendment to the Contract signed by both parties, <b>(2)</b> Preconstruction Services Amendment, <b>(3)</b> Change Order, <b>(4)</b> Change Directive, or <b>(5)</b> an order for a minor change in the Work.
<b>negotiation</b>	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.

<b>Neutral Facilitator</b>	An nonpartisan third-party without decision-making authority who is engaged to assist the Project's key stakeholders in developing cooperative relationships, achieving project objectives, avoiding or minimizing disputes, and nurturing a more-collaborative ethic characterized by trust, cooperation, and teamwork.
<b>Notice of Commencement</b>	A notice prepared by the Contracting Authority identifying the Project, CM, Separate Contractors, and their respective Sureties; and the name of the Contracting Authority's representative upon whom a claim affidavit may be served.
<b>Notice to Proceed</b>	A written notice provided by the Contracting Authority to the CM to establish the Date of Commencement and to authorize the CM to proceed with the Construction Stage of the Work.
<b>OAC</b>	Ohio Administrative Code
<b>Ohio Facilities Construction Commission</b>	The authorized contracting agent for public improvement projects in accordance with ORC Chapters 123 and 153, acting by and through its Executive Director.
<b>ORC</b>	Ohio Revised Code
<b>Overhead</b>	The term "Overhead" includes all of the following costs: <b>(1)</b> home-office payroll, which includes (except where specifically allowed as a Personnel Cost): payroll costs and all other compensation (including without limitation membership in trade, business, or professional organizations; professional licenses; training; and bonuses or similar plans/arrangements related to performance on, or profit from, the Project) of the CM's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the CM in the CM's principal or a branch office (not including the CM's Site office) for general administration of the Work; <b>(2)</b> home-office expenses, which include (except where specifically allowed as a Reimbursable Expense or General Conditions Cost): all expenses of the CM's principal and branch offices including without limitation home-office telephone, telephone charges, computers, fax, postage, photos, copies, legal services, and accounting services; <b>(3)</b> all of the CM's capital expenses, including without limitation interest on the CM's capital employed for the Work and charges against the CM for delinquent payments; <b>(4)</b> except where specifically allowed as a use of the CM's Contingency, all costs due to the negligence or breach of contract of the CM, a Subcontractor, a Consultant, or anyone for whom they may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property; <b>(5)</b> all costs related to insurance provided by the CM, whether required under the Contract or not, except <b>(a)</b> premiums for subcontractor default insurance in the Construction Stage if those insurance premiums are included as a General Conditions Cost and <b>(b)</b> premiums for builder's risk insurance in the Construction Stage if those insurance premiums are included as a General Conditions Cost and the CM is required to provide the builder's risk insurance described in the General Conditions; <b>(6)</b> all travel, lodging, and parking costs, except where specifically allowed as a pre-approved Reimbursable Expense or General Conditions Cost; <b>(7)</b> all applicable taxes of every kind (including but not limited to commercial activity tax ("CAT")) except where otherwise specifically allowed; <b>(8)</b> all other overhead or general administrative expenses of any kind and the costs of any item not specifically allowed: <b>(a)</b> as a Personnel Cost or a Reimbursable Expense in the Preconstruction Stage, or <b>(b)</b> as a Cost of the Work in the Construction Stage.
<b>Owner</b>	The state of Ohio agency, Institution of Higher Education or division thereof, School District Board, or other instrumentality for whom the Project is being constructed.
<b>Owner's Project Requirements</b>	A written document that details the functional requirements of the Project and the expectations of how it will be used and operated. These requirements include project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

<b>Partial Occupancy</b>	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities with jurisdiction over the Project and the insurer(s) providing the builders risk insurance, and items of Work cannot be completed until a subsequent date.
<b>partnering</b>	A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.
<b>Payment Bond</b>	A written guaranty from a Surety to the Owner providing financial assurance that the CM will make the required payments to Subcontractors and Material Suppliers for all labor, materials, and other services related to the Project.
<b>Payment Request</b>	See "CM Payment Request."
<b>Performance Bond</b>	A written guaranty from a Surety to the Owner providing financial assurance that the CM will perform the Work in accordance with the Contract Documents.
<b>Person</b>	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.
<b>Personnel Costs</b>	The rates and fees to be paid by the Owner to the CM on account of the proper, timely, and complete performance of certain Preconstruction Services or Work by the CM's employees, which rates and fees are fully loaded and include without limitation: <b>(1)</b> the portion of direct salaries and wages of the CM's personnel (whether stationed at the CM's principal or branch offices or stationed at the Site, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project) to the extent of their time devoted to the Project, and <b>(2)</b> the portion of the cost of their mandatory and customary contributions and benefits (such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law, and similar benefits) related to their time devoted to the Project. Personnel Costs also include the costs of personal protective equipment (e.g., hard hats, safety glasses, hearing protection, etc.). The term "Personnel Cost(s)," when used without a modifier, refers to either a Preconstruction Stage Personnel Cost or a Construction Stage Personnel Cost.
<b>Phase</b>	A separation in the Work of the Project by sequence or time intervals, which may include different Subcontractors for each Phase.
<b>Preconstruction Fee</b>	The portion of the CM's Preconstruction Stage Compensation attributable to the aggregate of the CM's Overhead and profit related to the CM's proper, timely, and complete performance of the Preconstruction Stage Services. The Preconstruction Fee does not include the CM's compensation for Preconstruction Personnel Costs or Reimbursable Expenses.
<b>Preconstruction Services</b>	The CM's services in the Preconstruction Stage as set forth in the Contract Documents. The Preconstruction Services include services performed during the Preconstruction Stage by any Design-Assist Firm the CM engages on the Project.
<b>Preconstruction Services Amendment</b>	A written instrument executed by the Contracting Authority and CM that modifies the Contract as it pertains to the Preconstruction Stage.
<b>Preconstruction Stage Compensation</b>	The amount stipulated as such in the Agreement. The Preconstruction Stage Compensation <b>(1)</b> is the CM's entire compensation for the CM's proper, timely, and complete performance of the Preconstruction Services, which includes Preconstruction Services performed by any Design-Assist Firm the CM engages on the Project and <b>(2)</b> is subject to adjustment as provided in the Contract.



<b>Preconstruction Stage Personnel Costs</b>	The Personnel Costs the CM earns and the Owner pays to the CM during the Preconstruction Stage.
<b>Preconstruction Stage Reimbursable Expenses</b>	Preconstruction Stage Reimbursable Expenses include only the following items: <b>(1)</b> travel, lodging, and parking costs when incurred in connection with the Project and approved in writing by the Contracting Authority before the cost is incurred, and <b>(2)</b> expenses described in the Preconstruction Stage Reimbursable Expenses Schedule attached to the Agreement.
<b>Product Data</b>	Standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
<b>Progress Status Report</b>	A monthly progress report prepared by the CM and containing the following information for each Project Phase: <b>(1)</b> listing of actual costs for completed activities, estimates for uncompleted tasks and projections for anticipated funding requirements based on the most recently updated Project Schedule and/or Construction Progress Schedule; <b>(2)</b> identification of variances between actual and budgeted or estimated costs; <b>(3)</b> the updated Construction Progress Schedule; <b>(4)</b> progress photos; <b>(5)</b> an executive summary; <b>(6)</b> a discussion of pending items and existing or anticipated problems, status of RFIs; <b>(7)</b> a safety and accident report; <b>(8)</b> information on each Subcontractor and each Subcontractor's work as well as the entire Work, showing percentages of completion and the number and amounts of Change Orders and Change Directives and relating such information to the Construction Progress Schedule and the Contract Sum; <b>(9)</b> a list of all identified Claims, any threatened claims and issues that, in the reasonable judgment of CM, may potentially become Claims and any potential Change Orders that have been submitted to the Owner by the CM; <b>(10)</b> status of the CM's Contingency; <b>(11)</b> information on compliance with the EDGE participation goals established for the Project; <b>(12)</b> monthly procurement decisions regarding furnishings, fixtures and equipment; <b>(13)</b> status of compliance with required LEED components, if applicable; and <b>(14)</b> such other relevant information as may be reasonably required by the Owner from time to time.
<b>Project</b>	The public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
<b>Project Manager</b>	A permanent employee of the Contracting Authority assigned to the Project and authorized to perform specific responsibilities.
<b>Project Manual</b>	That part of Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.
<b>Project Schedule</b>	A project schedule prepared by the CM that, with respect to each Phase of the Project, identifies, coordinates and integrates the anticipated design and construction schedules, the Contracting Authority's and Owner's responsibilities, government authority reviews and other activities as are necessary for the timely completion of the Work.
<b>Proposal</b>	The offer of the CM to perform the Work set forth in a Proposal Request.
<b>Proposal Request</b>	A document issued after execution of the GMP Amendment requesting a Proposal from the CM, which may initiate a Change Order to modify the Contract.
<b>provide</b>	Furnish and install, complete and ready for intended use.
<b>Punch List</b>	A document listing items of Work requiring correction or completion by the CM as a condition precedent to Contract Completion.
<b>Punch List Milestone</b>	The date 30 days after the achievement of Substantial Completion of all or a portion of the Work.

<b>Record Documents</b>	Electronic files and printed documents of all nature prepared by the A/E, which incorporate the information shown on the CM's As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," Record Model, Certificate of Substantial Completion, Certificate of Contract Completion (as complete), manufacturers' warranties, certificate(s) of occupancy, approved shop drawings and other action submittals, responses to Requests for Information, Modifications, balancing reports, and the final version of the approved Construction Progress Schedule.
<b>Record Drawings</b>	The Drawings, which have been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the CM.
<b>Record Model</b>	The Building Information Model, which has been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the CM.
<b>Record Project Manual</b>	The Project Manual of the Contract Documents, which has been revised by the A/E to show the changes made during the construction process, based on the As-Built Project Manual furnished by the CM.
<b>Reimbursable Expenses</b>	See "Preconstruction Stage Reimbursable Expenses."
<b>Request for Change Order</b>	A written notice from the CM accompanied by a Proposal for a change in the Work.
<b>Request for Information</b>	A written request to the A/E seeking an interpretation or clarification of the Contract Documents.
<b>RFI</b>	See "Request for Information."
<b>Samples</b>	Physical examples, color selection items, field samples, and mock-ups furnished by the CM to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
<b>Schedule of Values</b>	A full, accurate, and detailed statement furnished by the CM reflecting a defined breakdown of the Contract Sum.
<b>School District</b>	A local, exempted village, or city school district as defined in ORC Chapter 3311, or a joint vocational school established pursuant to ORC Section 3311.18, performing essential governmental functions of state government pursuant to ORC Sections 3318.01 to 3318.20.
<b>School District Board</b>	The board of education of a School District.
<b>Self-Performed Work</b>	Work performed by direct employees of the CM or a CM Affiliated Entity, which does not include Work performed by direct employees of a Subcontractor. Notwithstanding the foregoing sentence, Self-Performed Work may include: <b>(1)</b> a Material Supplier's provision to the CM or a CM Affiliated Entity of materials or supplies used in the performance of the Self-Performed Work, and <b>(2)</b> a Subcontractor's lease to the CM or a CM Affiliated Entity of tools or equipment used in the performance of the Self-Performed Work.
<b>Separate Consultant</b>	A Person engaged by the Owner or the Contracting Authority to provide Project-related professional services other than the services under this Contract. The term includes the Separate Consultant's authorized representatives, successors, assigns, and subconsultants regardless of tier.
<b>Separate Contract</b>	The contract between the Owner or Contracting Authority and a Separate Consultant or a Separate Contractor.
<b>Separate Contractor</b>	A Person under contract with the Owner or Contracting Authority to provide Project-related work other than the Work under this Contract. The term includes the Separate Contractor's authorized representatives, successors, assigns, and subcontractors regardless of tier.

<b>Shop Drawings</b>	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the CM or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
<b>Site</b>	The location designated for the Project.
<b>Specifications</b>	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
<b>Staffing Plan</b>	The CM's detailed plan for staffing the Project during the Construction Stage.
<b>Stage</b>	A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include the Preconstruction Stage, which includes the Program Verification, Schematic Design, Design Development, and Construction Documents stages; and the Construction Stage, which includes Construction and Closeout activities.
<b>Standard Requirements</b>	The brief name of the "State of Ohio Standard Requirements for Public Facility Construction," including but not limited to General Conditions, and other Division 00 Documents and Division 01 Sections; in effect as of date of the Agreement.
<b>State</b>	The government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, or any state institution of higher education as defined in ORC Section 3345.011.
<b>Subcontract</b>	Any contract or agreement between the CM and a Subcontractor for performance of a portion of the Work.
<b>Subcontract Form</b>	The State of Ohio Subcontract Form prescribed by OAC 153:1-3-02 and required for use with the Construction Manager at Risk method of project delivery.
<b>Subcontract Costs</b>	The sum of the contract values of all of the Subcontracts the CM enters into in furtherance of the Work. The Subcontract Costs include the cost of Subcontractor-provided surety bonds (if any).
<b>Subcontracting Plan</b>	The CM-developed written plan which describes in detail the CM's strategy for packaging and scheduling bidding and for ensuring that the scopes of Work of the various Subcontractors are coordinated, all requirements for the Project have been assigned to the appropriate Subcontract, the likelihood of jurisdictional disputes between trades has been minimized, and proper coordination has been provided for phased construction (if any).
<b>Subcontractor</b>	A Person under a contract with the CM to perform any part of the Work during the Construction Stage of the Project, including all such Persons in any tier. The term "Subcontractor" includes Material Suppliers, but does not include any Separate Contractor unless expressly assigned in writing to the CM by the Owner and accepted by the CM.
<b>Substantial Completion</b>	The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.
<b>Substantially Complete</b>	See "Substantial Completion."

<b>Substitution</b>	An article, device, material, equipment, form of construction, or other item, proposed by the CM and approved by the A/E for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the Contract Documents.
<b>Supplementary Conditions</b>	Amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project, which may include provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by the CM and Subcontractors and requiring the CM to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Owner personnel for operation and maintenance of the Project. The General Conditions shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Commission.
<b>Surety</b>	A Person who provides financial assurances under a Performance Bond or Payment Bond.
<b>Systems Manual</b>	A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.
<b>Total Compensation</b>	The sum of the Preconstruction Stage Compensation plus the Contract Sum.
<b>Total Compensation Budget</b>	The Owner-established budget for the sum of the Preconstruction Stage Compensation plus the Construction Costs.
<b>Unit Price</b>	The cost of providing a unit of Work including labor, materials, services, and associated expenses as described in the GMP Amendment. Unit Prices do not include the CM's Fee on account of the associated Unit Price Work.
<b>Work</b>	The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the CM for the Project. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the CM or a Subcontractor, or any other entity for whom the CM is responsible, and whether or not performed or located on or off of the Site.

**END OF DOCUMENT**