Owners Panel Discussion

CMR/D-B Selection

SD: Jerry Rainey, Lancaster CSD
Agency: Steve Masters, ODOT
Higher Ed: Brian Swope, BGSU
PM: Kim Magovac, OFCC
Moderator: Rhonda Hagemeyer, OFCC

OFCC Conference

AIA CES

Provider Name:
Ohio Facilities Construction Commission

Provider Number: G442

Course Title: OFCC Conference 2015

Course Numbers: OFCC 14

Credits: 1.0 LU/HSW

Speakers: Various

Dates: July 22, 2015, July 28, 2015, August 20, 2015, August 26, 2015

OFCC Conference

AIA CES

This course is registered with AIA CES for continuing professional education. As such, it does not include content that may be deemed or construed to be an approval or endorsement by the AIA of any material of construction or any method or manner of handling, using, distributing, or dealing in any material or product.

Credit(s) earned on completion of this course will be reported to AIA CES for AIA members. Certificates of Completion for both AIA members and non-AIA members are available upon request.

Questions related to specific materials, methods, and services will be addressed at the conclusion of this presentation.

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AIA CES – Description & Objectives

Qualification based selection (QBS) is the starting point for all professional design services. While each individual selection committee may be unique, learn what a cross-section of public owners look for when selecting an Architect/Engineer for their projects. Hear multiple perspectives from K-12 school districts, higher education institutions, state agencies, and contracting authority representatives. Learn the key points of a Statement of Qualifications (SOQ) and how to effectively present during an interview.

- Learning Objectives:
- Gain further understanding of the QBS selection process.
- Understand what owners pay attention to while reviewing SOQs.
- Learn how to effectively communicate using the 330 form.
- Know how to orchestrate an interview to win the job.

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Questions?

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Steve Masters, Stephen.masters@dot.state.oh.us

Brian Swope, blswope@bgsu.edu

Kim Magovac, kimberly.magovac@ofcc.ohio.gov

Rhonda Hagemeyer, rhonda.hagemeyer@ofcc.ohio.gov

This concludes The American Institute of Architects Continuing Education Systems Course

Provider Name: Ohio Facilities Construction Commission
Provider #: G442
Contact: sue.meyer@ofcc.ohio.gov

Don't forget to sign the CEU request form at the back of the session room.

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Effective GMP Documentation

Steve Zannoni, Project Management Consultants

Ramzi Najjar, OFCC

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AIA CES

Provider Name:
Ohio Facilities Construction Commission

Provider Number: G442

Course Title: OFCC Conference 2015

Course Numbers: OFCC 17

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AIA CES – Description & Objectives

At some point during the pre-construction stage of a Design-Build (DB) project the Criteria Architect/Engineer is required to communicate the owner's design intent through design criteria documents. These design criteria documents are then transferred to the Design-Build team with the Architect/Engineer of Record, to further develop and implement. Learn what makes design criteria documents effective based on the complexity of the project and timing of the transfer of bridging documents to the DB team.

- Learning Objectives:
- Gain further understanding of pre-construction activities on DB projects.
- Know how to recognize the interplay of bridging documents and a project's complexity.
- Understand what level of detail to develop design criteria documents.
- Learn when the best time to transfer design responsibility to DB team.

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GMP Amendment

- Should be a relatively easy process
- Many times it is difficult and time consuming
- Why?
  - Team not communicating effectively
  - Team has failed to honestly deal with challenges especially budget issues
  - One or more team members have unreasonable expectations

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Responsibilities of Owner

- Confirm and identify project's GMP Budget
  - Starts with accurate Estimated Budget in RFQ and RFP
  - Confirmed at start of project
- Define scope/timing expectations for the project's GMP
- Identify realistic expectations of Liquidated Damages (LD's)

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Organizational Meeting

Need to have a serious discussion about:

- Scope and Timing of GMP(s) and the development of a **realistic** project schedule
- Level of detail for the GMP Basis Documents
- Coordination of Estimate Protocol
- Estimates by A/E and CM should include all the GMP elements per article 1 of GMP Amendment
- Level of detail in submitted estimates

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Organizational Meeting (cont'd)

- Confirm alignment of scope, schedule, and budget at end of each stage
- SD & DD estimates should be a "dress-rehearsal for the GMP
- Discuss Team's expectations of LD Milestones
- How to deal with budget issues and how that relates to alternates and ultimate GMP

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Organizational Meeting (cont'd)

- Solicitation of bids before the GMP Amendment is executed.
  - What is an acceptable strategy?
  - Cannot enter into a subcontract until GMP Amendment is executed
- Purpose/function of different Contingencies
  - CM Contingency
  - Owner Contingency
  - "Risk Holds"?
- Use of Subcontractor Default Insurance (SDI)

OFCC Conference

Contractor's Pre-Qualification Plan

- Timing
- What does "Review by Owner" mean?
- When to keep or drop a sub-contractor on/off list

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GMP Amendment

- Exhibit to Agreement
  - CMR – Exhibit D
  - D/B – Exhibit G
- Article 1 “Contract Sum and Related Items…”
  - Recap of Contract Sum (Table)
- Article 2 “Contract Times”
  - Contract Times (Table)
- Are multiple GMP Amendments for one project additive?

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Agreement Exhibit D

The State of Ohio, acting by and through the Contracting Authority, and the CM enter into this Amendment as of the date set forth below to amend the Contract they entered into as of «insert date of Agreement» in connection with the Project known as:

Project Number: **«insert project number»**
Project Name: **«insert project name»**

Owner: **«insert name»**

Contracting Authority: **«insert name»**

Construction Manager ("CM"): **«insert name»**

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is **$«insert amount»**, which is the sum of the estimated Cost of the Work, plus the CM's Contingency, plus the CM's Fee as follows:

1.1.1 The estimated Cost of the Work is **$«insert amount»**, which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 CM's Construction Stage Personnel Costs in the amount of **$«insert amount»**, which amount shall not exceed $«insert CM's Construction Stage Personnel Costs cap from the Agreement»;

1.1.1.2 General Conditions Costs in the amount of **$«insert amount»**, which shall not exceed $«insert General Conditions Costs cap»;

.1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows: «insert text description of the increase of the scope of the General Conditions Work».

.2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to $«insert new General Conditions Costs cap».

1.1.1.3 all Work the CM proposes to provide through Subcontractors in the amount of **$«insert amount»**;

1.1.1.4 all Work the CM proposes to self-perform directly or through a CM Affiliated Entity in the amount of **$«insert amount»**, which amount does not include any costs accounted for under the CM's Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The CM's Contingency in the amount of **$«insert amount»**, which shall not exceed «insert CM Contingency percentage from the Agreement» percent of the above-identified Cost of the Work.

1.1.2.1 Notwithstanding **Article 9** of the **General Conditions**, the Contingency Review Dates will be the dates on which the CM achieves the following activities identified in the **Construction Progress Schedule** attached as **GMP Exhibit E**:

«insert activity number, activity name»
«insert activity number, activity name»
«insert activity number, activity name»

Delete Section 1.1.2.1 completely if it is not applicable.

1.1.3 The CM's Fee in the amount of **$«insert amount»**, which shall not exceed «insert CM Fee percentage from the Agreement» percent of the sum of the above-identified Cost of the Work plus the above-identified CM's Contingency.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	Current Amount (before execution of this GMP Amendment)	Increase(Decrease) (amount added to or (deducted from) Current Amount)	Amended Amount (after execution of this GMP Amendment)

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1.2 Recap of Contract Sum and Related Items:

Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below)	**Current Amount** (before execution of this GMP Amendment)	**Increase(Decrease)** (amount added to or (deducted from) Current Amount)	**Amended Amount** (after execution of this GMP Amendment)
1.1 Contract Sum	$«insert amount»	$«insert amount»	$«insert amount»
1.1.1 Estimated Cost of the Work	$«insert amount»	$«insert amount»	$«insert amount»
1.1.1.1 Personnel Costs	$«insert amount»	$«insert amount»	$«insert amount»
1.1.1.2 General Conditions Costs	$«insert amount»	$«insert amount»	$«insert amount»
1.1.1.3 Subcontracted Work	$«insert amount»	$«insert amount»	$«insert amount»
1.1.1.4 Self-performed Work	$«insert amount»	$«insert amount»	$«insert amount»
1.1.2 CM's Contingency	$«insert amount»	$«insert amount»	$«insert amount»
1.1.3 CM's Fee	$«insert amount»	$«insert amount»	$«insert amount»

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	**Contract Time**	**Projected Date** (as of the date of this GMP Amendment)
«insert description of interim milestone – add more rows if necessary – delete if none»	«insert number of calendar days» days	«insert date»
Substantial Completion of all Work	«insert number of calendar days» days	«insert date»

2.1.1 The projected dates listed under "Projected Date (as of the date of this GMP Amendment)" are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached as **GMP Exhibit A**;
(This exhibit includes the Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached as **GMP Exhibit B**;
(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Project Estimate attached as **GMP Exhibit C**;
(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM's Fee and the CM's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached as **GMP Exhibit D**;

3.1.5 Construction Progress Schedule attached as **GMP Exhibit E**;

3.1.6 Staffing Plan attached as **GMP Exhibit F**;
(This exhibit includes the CMs detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent

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GMP Prose Statement

	SITE	CROSS COORDINATION	SKETCH#
1	At the employee entrance, outside door 117A, sheet L300 calls out W10 "Concrete Wall". This should be a 12'-0" long limestone bench or a low limestone wall with limestone cap.		
2	Details 2, 3 and 5 on L602 show foundation drains. Should these be connected to site drainage? It was noted during the meeting that drainage for site walls close to the building should be brought down to the building perimeter drains		
3	Add waterproofing in "Café Basin" outside of Tea House. See detail 5/L602.		
4	See 1/A430 for elevation of cable railing and light bollards at retaining wall of South Terrace.		
	STRUCTURE AND FIREPROOFING	**CROSS COORDINATION**	**SKETCH#**
5	Provide spray fireproofing to achieve a 1-hour fire resistance rating for steel columns and beams that support stair, elevator and shaft enclosures.		
6	At the basement level, provide a masonry enclosure on the east end of the tunnel that can be removed in the future.		
6A	Resolve drainage in tunnel. Add sump pump and slope tunnel towards it.		
7	Add shop-drilled web openings in exposed steel beams to accommodate sprinkler and conduit lines.		
8	Provide a concrete curb where partitions border or sit within a depressed slab. These partitions occur in the back of house kitchen, and within the International and Vegetarian serving stations.		
9	Exterior steel columns at grid lines E-18 and F.4-18 should be hot dipped galvanized		
10	Exterior screen wall columns and girts at the roof level, shown on S103, should be hot-dipped galvanized as shown on detail 5/A430.		
11	Steel shown on W16/S211 should be hot dipped galvanized.		
12	Raise the roof of the utility tunnel from 7'-0" to 9'-0" as the tunnel tees off the main east-west corridor and meets the building at room B08. This will allow pipes to transition up and enter the building above door B08B.		
13	Extend concrete foundation wall along grid line 12.1 between grid line G and grid line H.1 to support curtain wall and louvers above.		
14	Extend concrete foundation wall along grid line G between grid line 15 and grid line 17 to support louvers above.		
15	Revise clerestories at low roof level to enclose exhaust fans RF-1, RF-2 and RF-3.		

Design Intent & Assumptions and Clarifications (As&Cs)

- What are Design Intent Statements?
- AE's to prepare thoughtful and appropriate Design Intent Statements
- CM's to recognize that As&Cs are not for changing the contract terms
- As&Cs could include agreed-upon changes to Staffing and GC Costs
- Design Intent Statements and As&Cs are 2 sides of the same "scope-clarification coin"

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Allowances

- Are all Allowances bad?
- Difference between appropriate and inappropriate allowances
- Challenge of “hidden” allowances in AE’s specs or the CM’s subcontractor scopes

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Alternates

- Should be easy to incorporate in work
- Determine timing/deadlines to make selection decisions
- How do we pay for them?
  - Early release of bid day savings?

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Questions?

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OFCC Contract Document Updates

Lane Beougher, OFCC

OFCC Conference

AIA CES

Provider Name:
Ohio Facilities Construction Commission

Provider Number: G442

Course Title: OFCC Conference 2015

Course Numbers: OFCC 19

Credits: 1.0 LU/HSW

Speakers: Various

Dates: July 22, 2015, July 28, 2015, August 20, 2015, August 26, 2015

OFCC Conference

Course Description

During this presentation you will learn about recent changes to OFCC contract documents for Construction Manager at Risk, Design-Build, and Design-Bid-Build projects, and a new form of contract for Limited Scope projects. This session will examine the State's response to industry feedback on its standard contract documents related to risk management and fairness of contract terms and conditions. Changes to the A/E standard terms and conditions and General Conditions for specific delivery methods will also be presented.

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Learning Objectives

- Describe the key features of the State's contract documents, including the new Limited Scope contract and conditions.

- Review the reduced liquidated damages schedule, changes to closeout procedures, addition of defective work provisions, and the mutual waiver of consequential damages.

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Learning Objectives

- Discuss changes in CM at Risk and Design-Build contracts related to GMP negotiation and amendment processes, selection of design assist firms during the preconstruction stage, and enhancements to subcontractor prequalification and bidding processes.

- Explain revisions to the State's architect/engineer standard terms and conditions related to requirements for professional liability insurance policy limits and forms.

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Approach to document changes

- Stability has its virtues
- Less frequent edits are the goal
- Edits may be necessary for law changes
- Minor/non-substantive changes would be reflected in version control documents

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Limited Scope Documents

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Limited Scope Documents

- This concept became a priority when the industry expressed the need for a simpler form of contract, when project size and complexity did not require the boilerplate language in our current agreements.

- The Attorney General's Office was also looking for a compact agreement for projects less than $200,000.

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When to use them?

- Estimated value **less than $1,000,000** since Liquidated Damages limited to $500 per day
- **One Milestone date** to which Liquidated Damages apply (Substantial Completion)
- Disturbs **less than one acre of land** and does not require NPDES permit from EPA

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When to use them?

- Constructs or renovates an **area less than 5,000 square feet** and does not require a Life Cycle Cost Analysis
- **Single contractor** with a **single bid package** for which contractor is **not a Joint Venture**
- Does **not include Allowances or Unit Prices** in the bid (no need to reconcile)

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What is different about them?

- Legal language remains but simplified
- Process language reduced significantly
- Contracting Authority role merged with Owner role *(local administration friendly)*
- Allowances and Unit Prices eliminated
- Change Directives eliminated
- Contract Times revised to Contract Time
- Schedule controls reduced

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Terms that do not appear in LS

- LEED
- Neutral facilitation
- Coordination drawings
- Commissioning
- Partnering
- Contractor performance evaluation
- Allowances
- Unit prices

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Limited Scope

- Instructions to Bidders – 12 pages
- Bid Form – 6 pages
- Agreement – 3 pages
- Definitions – 0 pages
- General Conditions – 27 pages
- Wage Rates – 0 pages
- **Total – 48 pages**

General Contracting

- Instructions to Bidders – 13 pages
- Bid Form – 7 pages
- Agreement – 4 pages
- Definitions – 9 pages
- General Conditions – 60 pages
- Wage Rates – 1 page
- **Total – 94 pages**

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http://ofcc.ohio.gov/Documents/Agree | Agreements and Sta...

File Edit View Favorites Tools Help

Agreements and Standard Requirements

Professional Services | Multiple-Prime | General Contracting | Limited Scope | CM at Risk | Design-Build | Misc

State of Ohio Standard Requirements for Public Facility Construction (Limited Scope Project)

Page last updated: June 30, 2015

Note: Refer to the Instructions to the Architect/Engineer below for guidance on when to use these documents.

Title	Date	Number
Instructions to the Architect/Engineer (PDF)	2015-MAR	M165-00 00 01
Table of Contents (Word)	2015-MAR	M165-00 01 10
Solicitation (Word)	2015-FEB	M160-00 10 00
Solicitation (eBid) (Word)	2014-AUG	M160-00 10 00.EB
Instructions to Bidders (PDF)	2015-MAR	M165-00 21 13
Instructions to Bidders (eBid) (PDF)	2015-MAR	M165-00 21 13.EB
Supplementary Instructions (Sample) (Word)	2014-DEC	M140-00 22 00
Bid Form (Word)	2015-MAR	M165-00 41 13
Bid Form (eBid) (Word)	2015-MAR	M165-00 41 13.EB
Bid Security Form (Fillable PDF)	2014-JUN	M140-00 43 13
Bidder's Qualifications (PDF)	2014-JUN	M140-00 45 13
EDGE Affidavit (PDF)	2014-JUN	M140-00 45 39
Agreement Form		
State Agency / Higher Education (Word)	2015-MAR	M165-00 52 13
K-12 Schools (Word)	2015-MAR	M165-00 52 13.SFC
Local College Project (Word)	**2015-JUN**	M165-00 52 13.2YR
Local University Project (Word)	**2015-JUN**	M165-00 52 13.4YR
Performance and Payment Bond Form (Fillable PDF)	2014-APR	M140-00 61 13
General Conditions (PDF)	2015-MAR	M165-00 72 13
Supplementary Conditions (Sample) (Word)	2014-DEC	M140-00 73 00

Limited Scope v. General Contracting

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES

2.1 Owner

2.1.1 The Owner shall: **(1)** designate a representative authorized to act on behalf of the Owner during the Project; **(2)** furnish information and services required of it in a timely manner; **(3)** have access to the Work at all times whenever the Project is in preparation or progress; and **(4)** upon issuance of the Notice to Proceed, provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.1.2 The Owner may request a change in the Work if the A/E recommends the change.

2.1.3 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.2 Approval of Owner and State

2.2.1 The Owner or State's review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

3.1.1 The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including performance of the functions described as follows:

3.1.1.1 The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Owner and Contractor within 3 business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.1.1.2 The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Time, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Time, or both.

3.1.1.3 The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

3.1.1.4 The A/E shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Owner for enforcement of the Contract as necessary.

3.1.2 The A/E is the initial interpreter of all requirements of the Contract Documents. All decisions of the A/E are subject to final determination by the Owner.

3.2 Site Visits and Observation

3.2.1 The A/E shall notify, advise, and consult with the Owner and protect the State against Defective Work throughout completion of the Project, which includes the Correction Period.

3.2.2 The A/E is authorized to disapprove or reject Defective Work. The A/E shall immediately notify the Owner any time the A/E disapproves or rejects an item of Work.

3.2.3 The A/E is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.3 Testing and Inspection Services

3.3.1 Unless otherwise specified in the Contract Documents, the A/E shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

Commission establishing Sustainability Requirements for Capital Improvements Projects, including but not limited to the applicable provisions of OAC 3318-3.

1.13.2 If the Project is designed and constructed under the Leadership in Energy and Environmental Design ("LEED") Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable design rating system criteria for verification by the Green Building Certification Institute or other third party in accordance with the Contract Documents.

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES

2.1 Contracting Authority

2.1.1 The Contracting Authority shall designate a Project Manager for the Project. The Project Manager is authorized to act on behalf of the Contracting Authority to perform specific responsibilities under the Contract.

2.1.2 The Contracting Authority shall furnish information and services required of it in a timely manner.

2.1.3 The Contracting Authority shall have access to the Work at all times, whenever the Project is in preparation or progress.

2.1.4 The Ohio Facilities Construction Commission requires use of its forms where indicated in the Contract Documents. The party responsible for initiating forms shall utilize the latest edition obtained from the Commission's website: http://ofcc.ohio.gov. The Commission may make modifications to its forms at any time.

2.1.4.1 The Contractor shall not modify any form provided by the Commission or Contracting Authority.

2.1.4.2 If the Project is administered using the State's web-based project management software, the Contractor shall utilize the web-based forms and reports within the applicable business process. The State's web-based project management software is sponsored by the Commission, and such web-based forms and reports are acceptable to the Commission in lieu of its paper forms.

2.1.5 The Contracting Authority is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.2 Owner

2.2.1 The Owner shall designate a representative authorized to act on behalf of the Owner during the Project.

2.2.2 The Owner shall furnish information and services required of it in a timely manner.

2.2.3 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

2.2.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.2.5 The Owner may request a change in the Work if the A/E recommends and the Contracting Authority approves the change.

~~**2.2.6** The Owner shall communicate with the Contractor through the Contracting Authority.~~

2.2.7 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.3 Approval of Owner, Contracting Authority, and State

2.3.1 The Owner, Contracting Authority, or State's review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

2.4 Neutral Facilitation

2.4.1 The Contracting Authority or Owner may engage a Neutral Facilitator for the purposes of **(1)** building cooperative relationships among the Project participants to achieve discrete objectives; **(2)** encouraging educated, productive, and

Limited Scope v. General Contracting

3.4 Approval of A/E

3.4.1 The A/E's review and approval of the Work and any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

3.5 Limitation of A/E's Authority

3.5.1 Under no circumstances is the A/E authorized to: **(1)** bind the Owner to any authorizations under, modifications of, or amendments to any contract other than as expressly described under **Section 3.1.1.2**; **(2)** accept any defective or non-conforming services, Work, or vendor-furnished items; **(3)** make any settlements on behalf of the Owner; or **(4)** assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

4.1.1 Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and Owner, the Contractor shall submit to the A/E a **Subcontractor and Material Supplier Declaration** form through which the Contractor identifies its Subcontractors.

4.1.2 The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in withholding payment in accordance with **Section 9.6**.

4.1.3 If the Owner rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor. The proposed replacement Subcontractor will be evaluated as described above.

4.2 Form of Subcontract

4.2.1 All Subcontracts shall be on the **State of Ohio Subcontract Form** prescribed by OAC Section 153:1-03-02.

4.3 Replacement of Subcontractors

4.3.1 The Contractor shall not replace any Subcontractor after execution of the Subcontract without the prior written approval of the Owner.

4.4 Contractor's Responsibility

4.4.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors. The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors. The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

4.5 Contingent Assignment of Subcontracts

4.5.1 The Contractor hereby assigns its agreement with each Subcontractor to the Owner provided that the assignment is effective only after termination of the Contract by the Owner and only for those agreements that the Owner accepts by notifying the Contractor and applicable Subcontractor in writing. The Owner may re-assign accepted agreements.

ARTICLE 5 - PRECONSTRUCTION ACTIVITIES

5.1 Building and Trade Permits and Licenses

5.1.1 The A/E shall secure the required structural, plumbing, HVAC, and electrical plan approvals. The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the A/E and Owner reasonable notice of the dates and times arranged for inspections. The Contractor shall pay for any reinspections required as a result of the Contractor's failure to receive approval of its Work.

5.1.2 The Contractor shall obtain, maintain, and pay for any permit, inspection, or license applicable to the Contractor's particular trade.

expedited attempts to avoid, minimize, and resolve disputes; and **(3)** maximizing the effectiveness of each participant's resources.

2.4.1.1 For example, a Neutral Facilitator may facilitate the organizational meeting, partnering session(s), and efforts to resolve disputes throughout the Project.

2.4.2 The Contracting Authority, Owner, and Contractor are entitled to interact with the Neutral Facilitator with the full expectation that **(1)** they may act, speak, and disclose information with complete candor and **(2)** all communication, whether oral or written, made in the course of facilitated sessions is confidential.

2.4.3 At any hearing or proceeding regarding any dispute arising out of or related to the Project **(1)** the Neutral Facilitator will not be competent to testify and shall not be called as a witness and **(2)** the Neutral Facilitator's testimony and work product will not be admissible.

2.4.4 The Neutral Facilitator will not **(1)** perform any services with respect to or bear any responsibility for any legal services, design-professional services, construction, or construction management associated with the Project or **(2)** have any liability whatsoever for any claims related to any legal services, design-professional services, construction, or construction management associated with the Project, including without limitation, claims for legal or design-professional errors or omissions, delays, cost overruns, faulty construction, or increased costs.

2.4.5 The Neutral Facilitator's participation in the Project will not relieve the Contracting Authority, Owner, and Contractor of any of their respective rights or obligations under the Contract.

2.5 Contractor Performance Evaluation

2.5.1 The Contracting Authority may evaluate the Contractor's performance during the progress of the Work, at completion of a phase of the Project, completion of the Project, or any of the foregoing. The Contracting Authority shall retain the evaluation(s).

2.5.1.1 The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor must send a response in writing to the Contracting Authority within 30 days of receiving the evaluation(s).

2.5.1.2 The Contracting Authority may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts.

2.5.1.3 The Contracting Authority may request information from the Contractor for use in evaluating the A/E's performance. If information is requested, the Contractor must comply in a timely and responsive manner.

2.5.1.4 If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach will be used in the responsibility analysis of the Contractor and Subcontractor (where applicable) for future contracts with the State or subcontracts on State projects for 5 years after the date of the breach.

2.5.1.5 If the Project is administered using the State's web-based project management software, the Contractor shall receive and review the Contracting Authority's evaluation of the Contractor's performance and respond with its comments, using the "Contractor Evaluation" business process.

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

3.1.1 The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including, but not limited to, performance of the functions described as follows:

3.1.1.1 The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Contracting Authority, Owner, and Contractor within 3 business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.1.1.2 The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Times, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Times, or both.

3.1.1.3 The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

What’s Next?

OFCC Conference

Subcontract Form

- We have created variations of the **State of Ohio Subcontract Form** for use with each of the project delivery methods that require it:
  - General Contracting *(includes Limited Scope)*
  - CM at Risk *(includes a Design-Assist version)*
  - Design-Build *(includes a Design-Assist version)*

Required by OAC 153:1-3

OFCC Conference

Joint Ventures and LLCs

- We are working on language to add to each of the contracts to accommodate teams of firms and deal with the unique bonding and insurance requirements of each.
- There will also be a variation of the signature page to accommodate more than one signer for the contractor team.

OFCC Conference

Energy Performance Contracts

- We will be revising our energy performance contract to align with the 2014 edition.
- It may also have some of the edits used in the Limited Scope version to reduce its size and complexity *(these contracts are already complex enough)*.

OFCC Conference

Procurement Contract

- We are exploring a version of the Standard Requirements for procuring furniture, fixtures and equipment, as well as other items that only require simple installation or placement and not full construction services.
- Goal is to make it available by the end of the fiscal year.

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Standard Requirements Quiz

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1. Defective Work

Who corrects Defective Work after expiration of the Correction Period?

A. The Owner
B. The Contractor
C. The Contractor or Owner
D. The Commissioning Agent

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1. Defective Work

Who corrects Defective Work after expiration of the Correction Period?

A. The Owner

B. The Contractor

C. The Contractor or Owner

D. The Commissioning Agent

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1. Defective Work

6.23.2.4 After the Correction Period. If the Owner issues notice under **Section 6.23.2.1** after expiration of the Correction Period, the **Owner may correct** the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the **Contractor's intent to correct the Defective Work** within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

OFCC Conference

2. Substantial Completion

When is the Work determined to have achieved Substantial Completion?

A. The Owner can utilize the Work for its intended use.
B. The A/E determines the Work Substantially Complete.
C. The Certificate of Occupancy is issued.
D. All of the above.

OFCC Conference

2. Substantial Completion

When is the Work determined to have achieved Substantial Completion?

A. The Owner can utilize the Work for its intended use.

B. The A/E determines the Work Substantially Complete.

C. The Certificate of Occupancy is issued.

D. All of the above.

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2. Substantial Completion

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.

OFCC Conference

3. Liquidated Damages

How did OFCC revise the schedule of Liquidated Damages?

A. LD per day sums increased.

B. LD per day sums decreased.

C. LD per day sums increased for Contract Sums less than $10 million.

D. LD per day sums decreased for Contract Sums $10 million and over.

OFCC Conference

3. Liquidated Damages

How did OFCC revise the schedule of Liquidated Damages?

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C. LD per day sums increased for Contract Sums less than $10 million.

D. LD per day sums decreased for Contract Sums $10 million and over.

OFCC Conference

3. Liquidated Damages

Contract Sum	Liquidated Damages per day
Less than $1,000,000	$500
From $1,000,000.01 to $2,000,000	$1,000
From $2,000,000.01 to $5,000,000	$2,000
From $5,000,000.01 to $10,000,000	$5,000
From $10,000,000.01 to $20,000,000	~~$10,000~~ $7,500
From $20,000,000.01 to $50,000,000	~~$20,000~~ $10,000
More than $50,000,000	~~$50,000~~ $15,000

OFCC Conference

4. Consequential Damages

The Owner and Contractor each waive damages from:

A. Loss of use, income, revenue, cost of capital, management and employee productivity.

B. Losses of financing, business, and reputation; loss of profit; and consequential damages arising from termination of the Contract or related to insolvency.

C. Unabsorbed home office overhead; increased cost of funds for the Project; lost opportunity to work on other projects; loss of bonding capacity.

OFCC Conference

4. Consequential Damages

The Owner and Contractor each waive damages from:

A. Loss of use, income, revenue, cost of capital, management and employee productivity.

B. Losses of financing, business, and reputation; loss of profit; and consequential damages arising from termination of the Contract or related to insolvency.

C. Unabsorbed home office overhead; increased cost of funds for the Project; lost opportunity to work on other projects; loss of bonding capacity.

OFCC Conference

4. Consequential Damages

8.8.1.1 The Owner's waiver includes Claims for **loss of** use, income, **profit**, revenue, **financing**, cost of capital, **business and reputation**, management and employee productivity, **and consequential damages arising from termination of the Contract or related to insolvency**.

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under **Section 7.7**; delay damages except as otherwise specifically provided for in **Section 8.6**; increased cost of funds for the Project; lost opportunity to work on other projects; **losses of financing, business, and reputation**; **loss of profit** except anticipated profit arising directly from properly performed Work; loss of bonding capacity; **and consequential damages arising from termination of the Contract or related to insolvency**.

OFCC Conference

5. Use of Electronic Files

The Owner and Contractor shall:

A. Indemnify the other party from claims related to its use of electronic files.

B. Verify and use electronic files it receives from another party at its own risk.

C. Not share or receive electronic files from another party.

D. Use paper documents only.

OFCC Conference

5. Use of Electronic Files

The Owner and Contractor shall:

A. Indemnify the other party from claims related to its use of electronic files.

B. Verify and use electronic files it receives from another party at its own risk.

C. Not share or receive electronic files from another party.

D. Use paper documents only.

OFCC Conference

5. Use of Electronic Files

12.1.3.4 Before relying on any Electronic File it receives, **the recipient is responsible for verifying that the Electronic File was not altered** through transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, **the recipient assumes the risk that the conversion/translation created errors** in the converted/translated file.

OFCC Conference

6. Timing of Subcontractor Bidding

The CM/DB will conduct the Subcontractor bidding process:

A. After the GMP Amendment has been executed.

B. Before the GMP Amendment is executed.

C. Any time during the Preconstruction Stage.

OFCC Conference

6. Timing of Subcontractor Bidding

The CM/DB will conduct the Subcontractor bidding process:

A. After the GMP Amendment has been executed.

B. Before the GMP Amendment is executed.

C. Any time during the Preconstruction Stage.

OFCC Conference

6. Timing of Subcontractor Bidding

4.5.1 The CM/DB shall create a Bid package for each Subcontract and solicit Bids from qualified prospective Bidders identified under **Section 4.4** for that Bid package in accordance with the Project Schedule. **Execution of a GMP Amendment concerning the Work for which the CM/DB is soliciting Bids is not a condition precedent to commencement or completion of the Subcontract Bidding Process.**

OFCC Conference

7. Submission of Subcontracts

The CM/DB will submit a copy of the executed Subcontract:

A. Not less than 10 days before Work is to be performed by the Subcontractor.

B. With the Subcontractor and Material Supplier Declaration form.

C. After execution of a GMP Amendment concerning the Work to be performed by a Subcontractor.

D. All of the above.

OFCC Conference

7. Submission of Subcontracts

The CM/DB will submit a copy of the executed Subcontract:

A. Not less than 10 days before Work is to be performed by the Subcontractor.

B. With the Subcontractor and Material Supplier Declaration form.

C. After execution of a GMP Amendment concerning the Work to be performed by a Subcontractor.

D. All of the above.

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7. Submission of Subcontracts

4.5.5.2.2 **No less than 10 days before Work is to be performed by the Subcontractor**, or within a shorter period as mutually agreed by the CM/DB and Contracting Authority, the CM/DB shall submit to the A/E/Contracting Authority a **Subcontractor and Material Supplier Declaration** form through which the CM/DB identifies the Subcontractor **along with a complete copy of the executed Subcontract** between the CM/DB and Subcontractor. *(we are researching timing validity)*

4.5.2.2.3 **Execution of a GMP Amendment** concerning the Work to be performed by the Subcontractor **is a condition precedent** to the CM/DB entering into the Subcontract with that Subcontractor.

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8. Owner Rejects Subcontractor

What happens if the Owner rejects the CM/DB proposed Subcontractor?

A. CM/DB must replace with no increase in the Contract Sum.

B. CM/DB may use contingency to make up the difference.

C. CM/DB may request an increase in the Contract Sum.

OFCC Conference

8. Owner Rejects Subcontractor

What happens if the Owner rejects the CM/DB proposed Subcontractor?

A. CM/DB must replace with no increase in the Contract Sum.

B. CM/DB may use contingency to make up the difference.

C. CM/DB may request an increase in the Contract Sum.

OFCC Conference

8. Owner Rejects Subcontractor

4.5.2.3.1 If the majority of the Work included in the Bid package that the CM/DB proposed to award to the rejected Bidder is covered by a GMP Amendment before the Contracting Authority rejects the CM/DB-proposed Bidder, and the rejected Bidder was reasonably capable of performing the Work included in that Bid package, **the CM/DB may request an increase of the Contract Sum** by giving written notice under **Section 7.3.2**; provided, however, that **the increase shall not be greater than the difference between the Bid of the rejected Bidder and the Bid of the replacement Bidder** as the CM/DB presented those Bids as described under **Section 4.5.2**.

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9. Design Assist Firm Selection

The CM/DB shall engage Design Assist Firms through:

A. Competitive bidding.

B. Qualifications-based selection.

C. Best value selection.

D. Open book pricing method.

OFCC Conference

9. Design Assist Firm Selection

The CM/DB shall engage Design Assist Firms through:

A. Competitive bidding.
B. Qualifications-based selection.
C. **Best value selection.**
D. Open book pricing method.

OFCC Conference

9. Design Assist Firm Selection

4.8.2 The CM/DB shall award authorized design-assist contracts on the basis of the CM/DB's evaluation of a submission to the CM/DB from each potential Design-Assist Firm that **(1)** establishes the **qualifications of the potential Design-Assist Firm to provide the associated design-assist services and Work** and **(2)** includes a proposal for **(a)** the potential **Design-Assist Firm's portion of the CM/DB's Preconstruction Stage Reimbursable Expenses, Preconstruction Stage Personnel Costs, and General Conditions Costs**; and **(b)** the **potential Design-Assist Firm's Construction Stage overhead and profit mark-ups and Construction Stage contingency**.

OFCC Conference

10. Timing of GMP Negotiation

The GMP proposal and negotiation process will begin:

A. At completion of the Design Development Stage.

B. At completion of the Construction Documents Stage.

C. Unless otherwise agreed, when the Construction Documents Stage is 50 percent complete.

OFCC Conference

10. Timing of GMP Negotiation

The GMP proposal and negotiation process will begin:

A. At completion of the Design Development Stage.

B. At completion of the Construction Documents Stage.

C. **Unless otherwise agreed, when the Construction Documents Stage is 50 percent complete.**

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10. Timing of GMP Negotiation

5.7.1 Commencement. Unless the Contracting Authority agrees otherwise in writing as provided under **Section 5.2.2.7** or **Section 5.7.1.1**, the **GMP Proposal and Amendment process** will begin on the date that marks expiration of **50 percent of the time allotted in the Project Schedule for the Construction Documents Stage**.

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Bonus: Professional Liability Insurance

Limits of PLI for A/Es were:

A. Increased in 2012 and 2014.

B. Increased in 2012 and reduced slightly in 2014.

C. Reduced in 2012 and reduced again in 2014.

OFCC Conference

Bonus: Professional Liability Insurance

Limits of PLI for A/Es were:

A. Increased in 2012 and 2014.

B. Increased in 2012 and reduced slightly in 2014.

C. Reduced in 2012 and reduced again in 2014.

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Bonus: Professional Liability Insurance

Construction Budget	Each Claim	Annual Aggregate
Up to $25,000,000 ~~$10,000,000~~	$1,000,000	$2,000,000
From $25,000,000.01 ~~$10,000,000.01~~ to $50,000,000 ~~$25,000,000~~	$2,000,000 ~~$3,000,000~~	$4,000,000 ~~$3,000,000~~
From $50,000,000.01 ~~$25,000,000.01~~ to $100,000,000 ~~$50,000,000~~	$5,000,000	$5,000,000
More than $100,000,000 ~~$50,000,000~~	$10,000,000	$10,000,000

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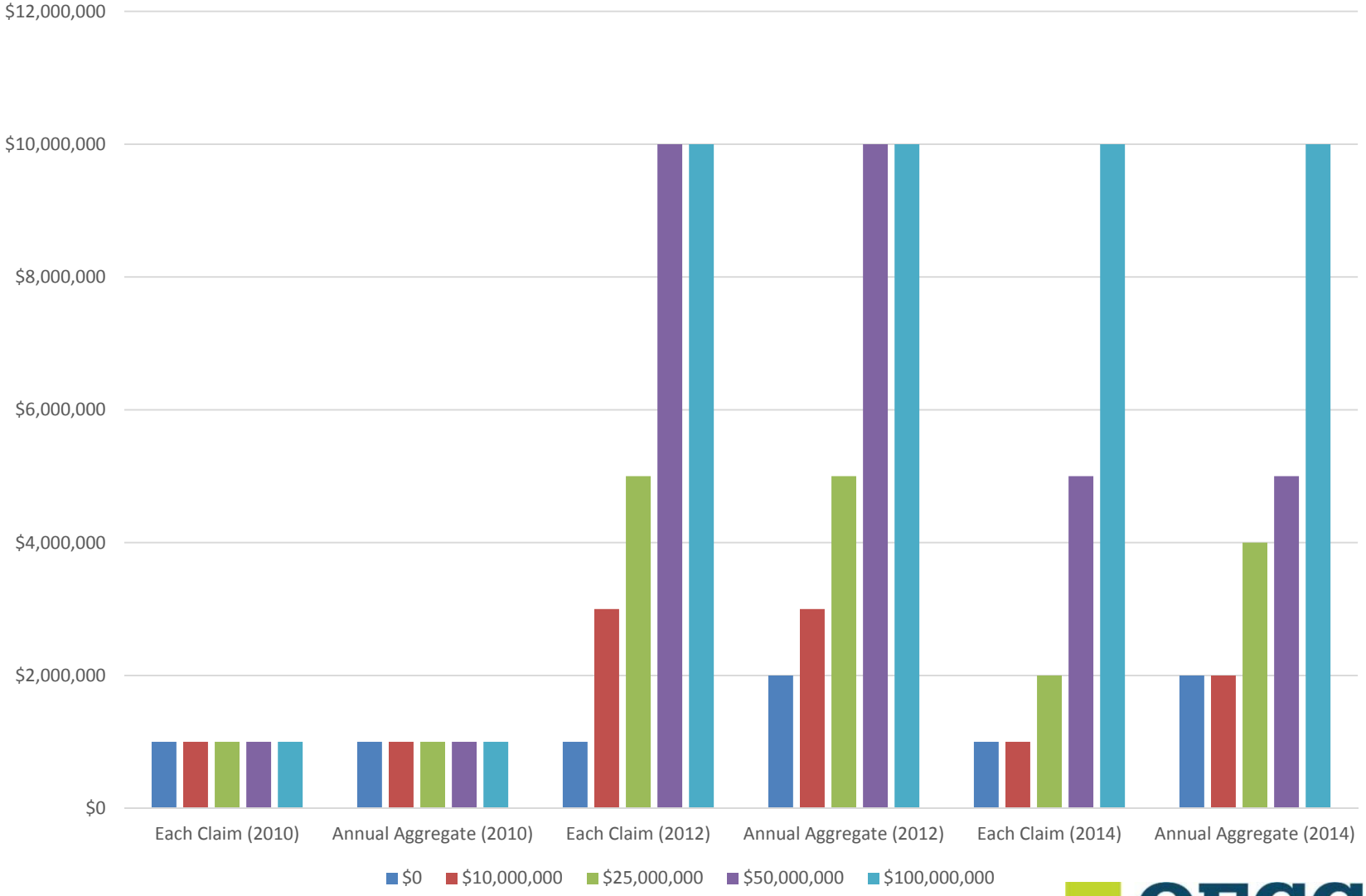
Professional Liability Insurance



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Questions?

Lane Beougher

lane.beougher@ofcc.ohio.gov

@OHFacilities / #OFCConf15

OFCC Conference

This concludes The American Institute of Architects Continuing Education Systems Course

Provider Name: Ohio Facilities Construction Commission
Provider #: G442
Contact: sue.meyer@ofcc.ohio.gov

Don't forget to sign the CEU request form at the back of the session room.

OFCC Conference

OFCC Contract Document Updates

Lane Beougher, OFCC

OFCC Conference

AIA CES

Provider Name:
Ohio Facilities Construction Commission

Provider Number: G442

Course Title: OFCC Conference 2015

Course Numbers: OFCC 19

Credits: 1.0 LU/HSW

Speakers: Various

Dates: July 22, 2015, July 28, 2015, August 20, 2015, August 26, 2015

OFCC Conference

Course Description

During this presentation you will learn about recent changes to OFCC contract documents for Construction Manager at Risk, Design-Build, and Design-Bid-Build projects, and a new form of contract for Limited Scope projects. This session will examine the State's response to industry feedback on its standard contract documents related to risk management and fairness of contract terms and conditions. Changes to the A/E standard terms and conditions and General Conditions for specific delivery methods will also be presented.

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Learning Objectives

- Describe the key features of the State's contract documents, including the new Limited Scope contract and conditions.

- Review the reduced liquidated damages schedule, changes to closeout procedures, addition of defective work provisions, and the mutual waiver of consequential damages.

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Learning Objectives

- Discuss changes in CM at Risk and Design-Build contracts related to GMP negotiation and amendment processes, selection of design assist firms during the preconstruction stage, and enhancements to subcontractor prequalification and bidding processes.

- Explain revisions to the State's architect/engineer standard terms and conditions related to requirements for professional liability insurance policy limits and forms.

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Approach to document changes

- Stability has its virtues
- Less frequent edits are the goal
- Edits may be necessary for law changes
- Minor/non-substantive changes would be reflected in version control documents

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Limited Scope Documents

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Limited Scope Documents

- This concept became a priority when the industry expressed the need for a simpler form of contract, when project size and complexity did not require the boilerplate language in our current agreements.

- The Attorney General's Office was also looking for a compact agreement for projects less than $200,000.

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When to use them?

- Estimated value **less than $1,000,000** since Liquidated Damages limited to $500 per day
- **One Milestone date** to which Liquidated Damages apply (Substantial Completion)
- Disturbs **less than one acre of land** and does not require NPDES permit from EPA

OFCC Conference

When to use them?

- Constructs or renovates an **area less than 5,000 square feet** and does not require a Life Cycle Cost Analysis
- **Single contractor** with a **single bid package** for which contractor is **not a Joint Venture**
- Does **not include Allowances or Unit Prices** in the bid (no need to reconcile)

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What is different about them?

- Legal language remains but simplified
- Process language reduced significantly
- Contracting Authority role merged with Owner role *(local administration friendly)*
- Allowances and Unit Prices eliminated
- Change Directives eliminated
- Contract Times revised to Contract Time
- Schedule controls reduced

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Terms that do not appear in LS

- LEED
- Neutral facilitation
- Coordination drawings
- Commissioning
- Partnering
- Contractor performance evaluation
- Allowances
- Unit prices

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Limited Scope

- Instructions to Bidders – 12 pages
- Bid Form – 6 pages
- Agreement – 3 pages
- Definitions – 0 pages
- General Conditions – 27 pages
- Wage Rates – 0 pages
- **Total – 48 pages**

General Contracting

- Instructions to Bidders – 13 pages
- Bid Form – 7 pages
- Agreement – 4 pages
- Definitions – 9 pages
- General Conditions – 60 pages
- Wage Rates – 1 page
- **Total – 94 pages**

OFCC Conference

http://ofcc.ohio.gov/Documents/Agree | Agreements and Sta...

File Edit View Favorites Tools Help

Agreements and Standard Requirements

Professional Services | Multiple-Prime | General Contracting | Limited Scope | CM at Risk | Design-Build | Misc

State of Ohio Standard Requirements for Public Facility Construction (Limited Scope Project)

Page last updated: June 30, 2015

Note: Refer to the Instructions to the Architect/Engineer below for guidance on when to use these documents.

Title	Date	Number
Instructions to the Architect/Engineer (PDF)	2015-MAR	M165-00 00 01
Table of Contents (Word)	2015-MAR	M165-00 01 10
Solicitation (Word)	2015-FEB	M160-00 10 00
Solicitation (eBid) (Word)	2014-AUG	M160-00 10 00.EB
Instructions to Bidders (PDF)	2015-MAR	M165-00 21 13
Instructions to Bidders (eBid) (PDF)	2015-MAR	M165-00 21 13.EB
Supplementary Instructions (Sample) (Word)	2014-DEC	M140-00 22 00
Bid Form (Word)	2015-MAR	M165-00 41 13
Bid Form (eBid) (Word)	2015-MAR	M165-00 41 13.EB
Bid Security Form (Fillable PDF)	2014-JUN	M140-00 43 13
Bidder's Qualifications (PDF)	2014-JUN	M140-00 45 13
EDGE Affidavit (PDF)	2014-JUN	M140-00 45 39
Agreement Form		
State Agency / Higher Education (Word)	2015-MAR	M165-00 52 13
K-12 Schools (Word)	2015-MAR	M165-00 52 13.SFC
Local College Project (Word)	**2015-JUN**	M165-00 52 13.2YR
Local University Project (Word)	**2015-JUN**	M165-00 52 13.4YR
Performance and Payment Bond Form (Fillable PDF)	2014-APR	M140-00 61 13
General Conditions (PDF)	2015-MAR	M165-00 72 13
Supplementary Conditions (Sample) (Word)	2014-DEC	M140-00 73 00

Limited Scope v. General Contracting

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES

2.1 Owner

2.1.1 The Owner shall: **(1)** designate a representative authorized to act on behalf of the Owner during the Project; **(2)** furnish information and services required of it in a timely manner; **(3)** have access to the Work at all times whenever the Project is in preparation or progress; and **(4)** upon issuance of the Notice to Proceed, provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.1.2 The Owner may request a change in the Work if the A/E recommends the change.

2.1.3 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.2 Approval of Owner and State

2.2.1 The Owner or State's review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

3.1.1 The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including performance of the functions described as follows:

3.1.1.1 The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Owner and Contractor within 3 business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.1.1.2 The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Time, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Time, or both.

3.1.1.3 The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

3.1.1.4 The A/E shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Owner for enforcement of the Contract as necessary.

3.1.2 The A/E is the initial interpreter of all requirements of the Contract Documents. All decisions of the A/E are subject to final determination by the Owner.

3.2 Site Visits and Observation

3.2.1 The A/E shall notify, advise, and consult with the Owner and protect the State against Defective Work throughout completion of the Project, which includes the Correction Period.

3.2.2 The A/E is authorized to disapprove or reject Defective Work. The A/E shall immediately notify the Owner any time the A/E disapproves or rejects an item of Work.

3.2.3 The A/E is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.3 Testing and Inspection Services

3.3.1 Unless otherwise specified in the Contract Documents, the A/E shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

Commission establishing Sustainability Requirements for Capital Improvements Projects, including but not limited to the applicable provisions of OAC 3318-3.

1.13.2 If the Project is designed and constructed under the Leadership in Energy and Environmental Design ("LEED") Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable design rating system criteria for verification by the Green Building Certification Institute or other third party in accordance with the Contract Documents.

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES

2.1 Contracting Authority

2.1.1 The Contracting Authority shall designate a Project Manager for the Project. The Project Manager is authorized to act on behalf of the Contracting Authority to perform specific responsibilities under the Contract.

2.1.2 The Contracting Authority shall furnish information and services required of it in a timely manner.

2.1.3 The Contracting Authority shall have access to the Work at all times, whenever the Project is in preparation or progress.

2.1.4 The Ohio Facilities Construction Commission requires use of its forms where indicated in the Contract Documents. The party responsible for initiating forms shall utilize the latest edition obtained from the Commission's website: http://ofcc.ohio.gov. The Commission may make modifications to its forms at any time.

2.1.4.1 The Contractor shall not modify any form provided by the Commission or Contracting Authority.

2.1.4.2 If the Project is administered using the State's web-based project management software, the Contractor shall utilize the web-based forms and reports within the applicable business process. The State's web-based project management software is sponsored by the Commission, and such web-based forms and reports are acceptable to the Commission in lieu of its paper forms.

2.1.5 The Contracting Authority is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.2 Owner

2.2.1 The Owner shall designate a representative authorized to act on behalf of the Owner during the Project.

2.2.2 The Owner shall furnish information and services required of it in a timely manner.

2.2.3 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

2.2.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.2.5 The Owner may request a change in the Work if the A/E recommends and the Contracting Authority approves the change.

~~**2.2.6** The Owner shall communicate with the Contractor through the Contracting Authority.~~

2.2.7 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.3 Approval of Owner, Contracting Authority, and State

2.3.1 The Owner, Contracting Authority, or State's review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

2.4 Neutral Facilitation

2.4.1 The Contracting Authority or Owner may engage a Neutral Facilitator for the purposes of **(1)** building cooperative relationships among the Project participants to achieve discrete objectives; **(2)** encouraging educated, productive, and

Limited Scope v. General Contracting

3.4 Approval of A/E

3.4.1 The A/E's review and approval of the Work and any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

3.5 Limitation of A/E's Authority

3.5.1 Under no circumstances is the A/E authorized to: **(1)** bind the Owner to any authorizations under, modifications of, or amendments to any contract other than as expressly described under **Section 3.1.1.2**; **(2)** accept any defective or non-conforming services, Work, or vendor-furnished items; **(3)** make any settlements on behalf of the Owner; or **(4)** assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

4.1.1 Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and Owner, the Contractor shall submit to the A/E a **Subcontractor and Material Supplier Declaration** form through which the Contractor identifies its Subcontractors.

4.1.2 The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in withholding payment in accordance with **Section 9.6**.

4.1.3 If the Owner rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor. The proposed replacement Subcontractor will be evaluated as described above.

4.2 Form of Subcontract

4.2.1 All Subcontracts shall be on the **State of Ohio Subcontract Form** prescribed by OAC Section 153:1-03-02.

4.3 Replacement of Subcontractors

4.3.1 The Contractor shall not replace any Subcontractor after execution of the Subcontract without the prior written approval of the Owner.

4.4 Contractor's Responsibility

4.4.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors. The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors. The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

4.5 Contingent Assignment of Subcontracts

4.5.1 The Contractor hereby assigns its agreement with each Subcontractor to the Owner provided that the assignment is effective only after termination of the Contract by the Owner and only for those agreements that the Owner accepts by notifying the Contractor and applicable Subcontractor in writing. The Owner may re-assign accepted agreements.

ARTICLE 5 - PRECONSTRUCTION ACTIVITIES

5.1 Building and Trade Permits and Licenses

5.1.1 The A/E shall secure the required structural, plumbing, HVAC, and electrical plan approvals. The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the A/E and Owner reasonable notice of the dates and times arranged for inspections. The Contractor shall pay for any reinspections required as a result of the Contractor's failure to receive approval of its Work.

5.1.2 The Contractor shall obtain, maintain, and pay for any permit, inspection, or license applicable to the Contractor's particular trade.

expedited attempts to avoid, minimize, and resolve disputes; and **(3)** maximizing the effectiveness of each participant's resources.

2.4.1.1 For example, a Neutral Facilitator may facilitate the organizational meeting, partnering session(s), and efforts to resolve disputes throughout the Project.

2.4.2 The Contracting Authority, Owner, and Contractor are entitled to interact with the Neutral Facilitator with the full expectation that **(1)** they may act, speak, and disclose information with complete candor and **(2)** all communication, whether oral or written, made in the course of facilitated sessions is confidential.

2.4.3 At any hearing or proceeding regarding any dispute arising out of or related to the Project **(1)** the Neutral Facilitator will not be competent to testify and shall not be called as a witness and **(2)** the Neutral Facilitator's testimony and work product will not be admissible.

2.4.4 The Neutral Facilitator will not **(1)** perform any services with respect to or bear any responsibility for any legal services, design-professional services, construction, or construction management associated with the Project or **(2)** have any liability whatsoever for any claims related to any legal services, design-professional services, construction, or construction management associated with the Project, including without limitation, claims for legal or design-professional errors or omissions, delays, cost overruns, faulty construction, or increased costs.

2.4.5 The Neutral Facilitator's participation in the Project will not relieve the Contracting Authority, Owner, and Contractor of any of their respective rights or obligations under the Contract.

2.5 Contractor Performance Evaluation

2.5.1 The Contracting Authority may evaluate the Contractor's performance during the progress of the Work, at completion of a phase of the Project, completion of the Project, or any of the foregoing. The Contracting Authority shall retain the evaluation(s).

2.5.1.1 The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor must send a response in writing to the Contracting Authority within 30 days of receiving the evaluation(s).

2.5.1.2 The Contracting Authority may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts.

2.5.1.3 The Contracting Authority may request information from the Contractor for use in evaluating the A/E's performance. If information is requested, the Contractor must comply in a timely and responsive manner.

2.5.1.4 If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach will be used in the responsibility analysis of the Contractor and Subcontractor (where applicable) for future contracts with the State or subcontracts on State projects for 5 years after the date of the breach.

2.5.1.5 If the Project is administered using the State's web-based project management software, the Contractor shall receive and review the Contracting Authority's evaluation of the Contractor's performance and respond with its comments, using the "Contractor Evaluation" business process.

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

3.1.1 The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including, but not limited to, performance of the functions described as follows:

3.1.1.1 The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Contracting Authority, Owner, and Contractor within 3 business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.1.1.2 The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Times, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Times, or both.

3.1.1.3 The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

What’s Next?

OFCC Conference

Subcontract Form

- We have created variations of the **State of Ohio Subcontract Form** for use with each of the project delivery methods that require it:
  - General Contracting *(includes Limited Scope)*
  - CM at Risk *(includes a Design-Assist version)*
  - Design-Build *(includes a Design-Assist version)*

Required by OAC 153:1-3

OFCC Conference

Joint Ventures and LLCs

- We are working on language to add to each of the contracts to accommodate teams of firms and deal with the unique bonding and insurance requirements of each.
- There will also be a variation of the signature page to accommodate more than one signer for the contractor team.

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Energy Performance Contracts

- We will be revising our energy performance contract to align with the 2014 edition.
- It may also have some of the edits used in the Limited Scope version to reduce its size and complexity *(these contracts are already complex enough)*.

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Procurement Contract

- We are exploring a version of the Standard Requirements for procuring furniture, fixtures and equipment, as well as other items that only require simple installation or placement and not full construction services.
- Goal is to make it available by the end of the fiscal year.

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Standard Requirements Quiz

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1. Defective Work

Who corrects Defective Work after expiration of the Correction Period?

A. The Owner
B. The Contractor
C. The Contractor or Owner
D. The Commissioning Agent

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1. Defective Work

Who corrects Defective Work after expiration of the Correction Period?

A. The Owner

B. The Contractor

C. The Contractor or Owner

D. The Commissioning Agent

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1. Defective Work

6.23.2.4 After the Correction Period. If the Owner issues notice under **Section 6.23.2.1** after expiration of the Correction Period, the **Owner may correct** the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the **Contractor's intent to correct the Defective Work** within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

OFCC Conference

2. Substantial Completion

When is the Work determined to have achieved Substantial Completion?

A. The Owner can utilize the Work for its intended use.
B. The A/E determines the Work Substantially Complete.
C. The Certificate of Occupancy is issued.
D. All of the above.

OFCC Conference

2. Substantial Completion

When is the Work determined to have achieved Substantial Completion?

A. The Owner can utilize the Work for its intended use.

B. The A/E determines the Work Substantially Complete.

C. The Certificate of Occupancy is issued.

D. All of the above.

OFCC Conference

2. Substantial Completion

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.

OFCC Conference

3. Liquidated Damages

How did OFCC revise the schedule of Liquidated Damages?

A. LD per day sums increased.

B. LD per day sums decreased.

C. LD per day sums increased for Contract Sums less than $10 million.

D. LD per day sums decreased for Contract Sums $10 million and over.

OFCC Conference

3. Liquidated Damages

How did OFCC revise the schedule of Liquidated Damages?

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C. LD per day sums increased for Contract Sums less than $10 million.

D. LD per day sums decreased for Contract Sums $10 million and over.

OFCC Conference

3. Liquidated Damages

Contract Sum	Liquidated Damages per day
Less than $1,000,000	$500
From $1,000,000.01 to $2,000,000	$1,000
From $2,000,000.01 to $5,000,000	$2,000
From $5,000,000.01 to $10,000,000	$5,000
From $10,000,000.01 to $20,000,000	~~$10,000~~ $7,500
From $20,000,000.01 to $50,000,000	~~$20,000~~ $10,000
More than $50,000,000	~~$50,000~~ $15,000

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4. Consequential Damages

The Owner and Contractor each waive damages from:

A. Loss of use, income, revenue, cost of capital, management and employee productivity.

B. Losses of financing, business, and reputation; loss of profit; and consequential damages arising from termination of the Contract or related to insolvency.

C. Unabsorbed home office overhead; increased cost of funds for the Project; lost opportunity to work on other projects; loss of bonding capacity.

OFCC Conference

4. Consequential Damages

The Owner and Contractor each waive damages from:

A. Loss of use, income, revenue, cost of capital, management and employee productivity.

B. Losses of financing, business, and reputation; loss of profit; and consequential damages arising from termination of the Contract or related to insolvency.

C. Unabsorbed home office overhead; increased cost of funds for the Project; lost opportunity to work on other projects; loss of bonding capacity.

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4. Consequential Damages

8.8.1.1 The Owner's waiver includes Claims for **loss of** use, income, **profit**, revenue, **financing**, cost of capital, **business and reputation**, management and employee productivity, **and consequential damages arising from termination of the Contract or related to insolvency**.

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under **Section 7.7**; delay damages except as otherwise specifically provided for in **Section 8.6**; increased cost of funds for the Project; lost opportunity to work on other projects; **losses of financing, business, and reputation**; **loss of profit** except anticipated profit arising directly from properly performed Work; loss of bonding capacity; **and consequential damages arising from termination of the Contract or related to insolvency**.

OFCC Conference

5. Use of Electronic Files

The Owner and Contractor shall:

A. Indemnify the other party from claims related to its use of electronic files.

B. Verify and use electronic files it receives from another party at its own risk.

C. Not share or receive electronic files from another party.

D. Use paper documents only.

OFCC Conference

5. Use of Electronic Files

The Owner and Contractor shall:

A. Indemnify the other party from claims related to its use of electronic files.

B. Verify and use electronic files it receives from another party at its own risk.

C. Not share or receive electronic files from another party.

D. Use paper documents only.

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5. Use of Electronic Files

12.1.3.4 Before relying on any Electronic File it receives, **the recipient is responsible for verifying that the Electronic File was not altered** through transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, **the recipient assumes the risk that the conversion/translation created errors** in the converted/translated file.

OFCC Conference

6. Timing of Subcontractor Bidding

The CM/DB will conduct the Subcontractor bidding process:

A. After the GMP Amendment has been executed.

B. Before the GMP Amendment is executed.

C. Any time during the Preconstruction Stage.

OFCC Conference

6. Timing of Subcontractor Bidding

The CM/DB will conduct the Subcontractor bidding process:

A. After the GMP Amendment has been executed.

B. Before the GMP Amendment is executed.

C. Any time during the Preconstruction Stage.

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6. Timing of Subcontractor Bidding

4.5.1 The CM/DB shall create a Bid package for each Subcontract and solicit Bids from qualified prospective Bidders identified under **Section 4.4** for that Bid package in accordance with the Project Schedule. **Execution of a GMP Amendment concerning the Work for which the CM/DB is soliciting Bids is not a condition precedent to commencement or completion of the Subcontract Bidding Process.**

OFCC Conference

7. Submission of Subcontracts

The CM/DB will submit a copy of the executed Subcontract:

A. Not less than 10 days before Work is to be performed by the Subcontractor.

B. With the Subcontractor and Material Supplier Declaration form.

C. After execution of a GMP Amendment concerning the Work to be performed by a Subcontractor.

D. All of the above.

OFCC Conference

7. Submission of Subcontracts

The CM/DB will submit a copy of the executed Subcontract:

A. Not less than 10 days before Work is to be performed by the Subcontractor.

B. With the Subcontractor and Material Supplier Declaration form.

C. After execution of a GMP Amendment concerning the Work to be performed by a Subcontractor.

D. All of the above.

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7. Submission of Subcontracts

4.5.5.2.2 **No less than 10 days before Work is to be performed by the Subcontractor**, or within a shorter period as mutually agreed by the CM/DB and Contracting Authority, the CM/DB shall submit to the A/E/Contracting Authority a **Subcontractor and Material Supplier Declaration** form through which the CM/DB identifies the Subcontractor **along with a complete copy of the executed Subcontract** between the CM/DB and Subcontractor. *(we are researching timing validity)*

4.5.2.2.3 **Execution of a GMP Amendment** concerning the Work to be performed by the Subcontractor **is a condition precedent** to the CM/DB entering into the Subcontract with that Subcontractor.

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8. Owner Rejects Subcontractor

What happens if the Owner rejects the CM/DB proposed Subcontractor?

A. CM/DB must replace with no increase in the Contract Sum.

B. CM/DB may use contingency to make up the difference.

C. CM/DB may request an increase in the Contract Sum.

OFCC Conference

8. Owner Rejects Subcontractor

What happens if the Owner rejects the CM/DB proposed Subcontractor?

A. CM/DB must replace with no increase in the Contract Sum.

B. CM/DB may use contingency to make up the difference.

C. CM/DB may request an increase in the Contract Sum.

OFCC Conference

8. Owner Rejects Subcontractor

4.5.2.3.1 If the majority of the Work included in the Bid package that the CM/DB proposed to award to the rejected Bidder is covered by a GMP Amendment before the Contracting Authority rejects the CM/DB-proposed Bidder, and the rejected Bidder was reasonably capable of performing the Work included in that Bid package, **the CM/DB may request an increase of the Contract Sum** by giving written notice under **Section 7.3.2**; provided, however, that **the increase shall not be greater than the difference between the Bid of the rejected Bidder and the Bid of the replacement Bidder** as the CM/DB presented those Bids as described under **Section 4.5.2**.

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9. Design Assist Firm Selection

The CM/DB shall engage Design Assist Firms through:

A. Competitive bidding.

B. Qualifications-based selection.

C. Best value selection.

D. Open book pricing method.

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9. Design Assist Firm Selection

The CM/DB shall engage Design Assist Firms through:

A. Competitive bidding.
B. Qualifications-based selection.
C. **Best value selection.**
D. Open book pricing method.

OFCC Conference

9. Design Assist Firm Selection

4.8.2 The CM/DB shall award authorized design-assist contracts on the basis of the CM/DB's evaluation of a submission to the CM/DB from each potential Design-Assist Firm that **(1)** establishes the **qualifications of the potential Design-Assist Firm to provide the associated design-assist services and Work** and **(2)** includes a proposal for **(a)** the potential **Design-Assist Firm's portion of the CM/DB's Preconstruction Stage Reimbursable Expenses, Preconstruction Stage Personnel Costs, and General Conditions Costs**; and **(b)** the **potential Design-Assist Firm's Construction Stage overhead and profit mark-ups and Construction Stage contingency**.

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10. Timing of GMP Negotiation

The GMP proposal and negotiation process will begin:

A. At completion of the Design Development Stage.

B. At completion of the Construction Documents Stage.

C. Unless otherwise agreed, when the Construction Documents Stage is 50 percent complete.

OFCC Conference

10. Timing of GMP Negotiation

The GMP proposal and negotiation process will begin:

A. At completion of the Design Development Stage.

B. At completion of the Construction Documents Stage.

C. **Unless otherwise agreed, when the Construction Documents Stage is 50 percent complete.**

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10. Timing of GMP Negotiation

5.7.1 Commencement. Unless the Contracting Authority agrees otherwise in writing as provided under **Section 5.2.2.7** or **Section 5.7.1.1**, the **GMP Proposal and Amendment process** will begin on the date that marks expiration of **50 percent of the time allotted in the Project Schedule for the Construction Documents Stage**.

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Bonus: Professional Liability Insurance

Limits of PLI for A/Es were:

A. Increased in 2012 and 2014.

B. Increased in 2012 and reduced slightly in 2014.

C. Reduced in 2012 and reduced again in 2014.

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Bonus: Professional Liability Insurance

Limits of PLI for A/Es were:

A. Increased in 2012 and 2014.

B. Increased in 2012 and reduced slightly in 2014.

C. Reduced in 2012 and reduced again in 2014.

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Bonus: Professional Liability Insurance

Construction Budget	Each Claim	Annual Aggregate
Up to $25,000,000 ~~$10,000,000~~	$1,000,000	$2,000,000
From $25,000,000.01 ~~$10,000,000.01~~ to $50,000,000 ~~$25,000,000~~	$2,000,000 ~~$3,000,000~~	$4,000,000 ~~$3,000,000~~
From $50,000,000.01 ~~$25,000,000.01~~ to $100,000,000 ~~$50,000,000~~	$5,000,000	$5,000,000
More than $100,000,000 ~~$50,000,000~~	$10,000,000	$10,000,000

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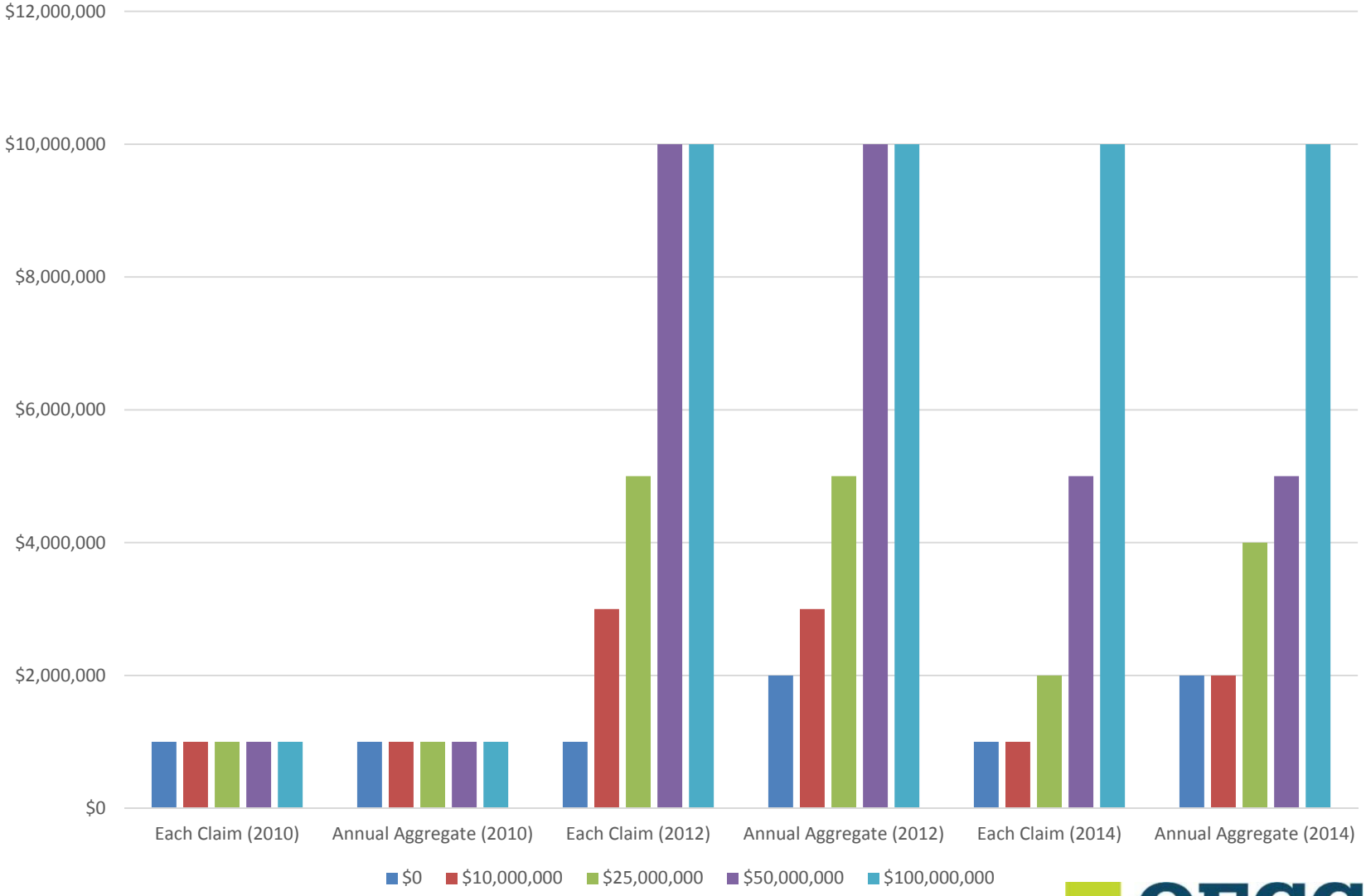
Professional Liability Insurance



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Questions?

Lane Beougher

lane.beougher@ofcc.ohio.gov

@OHFacilities / #OFCConf15

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This concludes The American Institute of Architects Continuing Education Systems Course

Provider Name: Ohio Facilities Construction Commission
Provider #: G442
Contact: sue.meyer@ofcc.ohio.gov

Don't forget to sign the CEU request form at the back of the session room.

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Business Opportunities

Jeffrey Westhoven

Chief of Facility & Program Services

OFCC Conference

School District Projects

District	County	State Share	Local Share	Total Budget
Northwood LSD	Wood	$13,309,313	$19,963,969	$33,273,282
Middletown CSD	Butler	$51,403,241	$28,914,323	$64,712,554
Groveport Madison LSD	Franklin	$28,285,963	$25,083,779	$53,369,742
Jackson Center LSD	Shelby	$6,998,707	$6,724,247	$13,722,954
Lakeview LSD	Trumbull	$9,394,397	$21,920,260	$31,314,657
Miami Trace LSD	Fayette	$11,009,438	$24,504,877	$35,514,315
Urbana LSD	Champaign	$37,300,422	$23,847,811	$61,148,233
Total		(continued)	(continued)	(continued)

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School District Projects

District	County	State Share	Local Share	Total Budget
Eastwood LSD	Wood	$7,007,419	$12,457,634	$19,465,053
Defiance CSD	Defiance	$44,069,423	$11,714,657	$55,784,080
Johnstown-Monroe LSD	Licking	$11,940,195	$29,232,892	$41,173,087
Liberty Center LSD	Henry	$23,385,350	$13,154,260	$36,539,610
North Central LSD	Williams	$4,341,601	$4,341,601	$8,683,201
North Olmstead CSD	Cuyahoga	$8,987,528	$65,908,539	$74,896,067
Northridge LSD	Montgomery	$41,809,672	$9,177,733	$50,987,405
Total		**$299,242,669**	**$296,946,582**	**$580,584,240**

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School Districts – Potential Projects

Ohio School Facilities Commission Funded Districts – July 9, 2015

District	County	State Share	Local Share	Total Budget
Ayersville Local	Defiance	$20,291,730	$9,994,434	$30,286,164
Champion Local	Trumbull	$17,552,720	$13,791,422	$31,344,142
Chillicothe City	Ross	$25,687,894	$21,017,367	$46,705,261
Cuyahoga Falls City	Summit	$22,477,820	$60,773,367	$83,251,187
Firelands Local	Lorain	$6,238,379	$26,595,193	$32,833,572
Lake Local	Stark	$42,034,217	$47,400,287	$89,434,504
Poland Local	Mahoning	$7,143,557	$30,454,109	$37,597,666
Reading Community City	Hamilton	$27,525,097	$23,447,304	$50,972,401
Southwest Local	Hamilton	$24,524,108	$69,799,383	$94,323,491
Total		$193,475,522	$303,272,866	$496,748,388

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Best Value Selection (BVS)

Publish Date	Due Date	Project Number	Owner	Project Name	Primary Service	Project Cost (Est.)
07/22/2015	08/20/2015	NEW DNR-150080	Ohio Department of Natural Resources	Buckeye Lake Dam Improvements	CMR	$40,000,000 Phase I / $70,000,000 Phase II
07/14/2015	08/13/2015	SFC-TBD	Lakeview Local School District	Lakeview LSD New PK-8	CMR	$31,314,657
07/06/2015	08/07/2015	SFC-TBD	Lake Local School District	Lake Local Middle/High School Project	CMR	$33,874,310
07/06/2015	08/06/2015	SFC-TBD	Lake Local School District	Lake Local Elementary School Projects	CMR	$39,593,925
07/02/2015	08/03/2015	SFC-TBD	Cleveland Municipal School District	CMSD Segment 7 Project - New Skyline Group A	CMR	$13,336,604

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Best Value Selection (BVS)

Publish Date	Due Date	Project Number	Owner	Project Name	Primary Service	Project Cost (Est.)
07/02/2015	08/03/2015	**SFC-TBD**	Cleveland Municipal School District	CMSD Segment 7 Project - New JFK High School and New Charles Eliot K-8 Group B	CMR	$45,929,164
07/02/2015	08/03/2015	**SFC-TBD**	Cleveland Municipal School District	CMSD Segment 7 Project - New West Side Relief High School and New Waverly K-8 Group C	CMR	$40,619,698
07/02/2015	08/03/2015	**SFC-TBD**	Cleveland Municipal School District	CMSD Segment 7 Project - New William Rainey Harper K-8 and H. Barbara Booker ~~Eliot~~ K-8 Group D	CMR	$27,080,849
07/02/2015	08/03/2015	**SFC-TBD**	Cleveland Municipal School District	CMSD Segment 7 Project - New Oliver Hazard Perry K-8 and Fullerton K-8 Group E	CMR	$26,733,208
07/01/2015	07/31/2015	**SFC-Ayersville TBD**	Ayersville Local School District	Ayersville Local School District (CMR)	CMR	$33,844,458

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Qualifications-based Selection (QBS)

Publish Date	Due Date	Project Number	Owner	Project Name	Primary Service	Estimated Project Cost
07/23/2015	08/21/2015	NEW UCN-16018A	University of Cincinnati	College of Business - New Building Concept	A/E	$110-$135 million
07/22/2015	08/14/2015	SFC-150384	Northridge Local Schools	Northridge Local Schools	A/E	$50,987,405
07/17/2015	08/10/2015	DNR-150078	Department of Natural Resources	Water & Wastewater Assessments	A/E	Varies with each project
07/17/2015	08/10/2015	DNR-160023	Department of Natural Resources	Conservation Ponds No. 1 and No. 2 Dams Decommissioning	A/E	$810,000
07/20/2015	08/07/2015	BGU-156139	Bowling Green State University	Auxiliary Property Condition Assessment	SC	$150,000
07/08/2015	07/22/2015	OSU-150463	The Ohio State University	Animal Science Facilities Study	SC	$75,000
06/23/2015	07/29/2015	OHU-151910	Ohio University	Permanent Boiler Project	A/E	$15,000,000

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Owner-administered Contracting Opportunities

OFCC is available to manager capital improvement projects for any state agency, including any board, commission, college, university or others as requested. When OFCC manages a project on behalf of an Owner, the Owner or defined set of user is the client of OFCC, and OFCC acts as the Contracting Authority.

However, under certain circumstances, some capital improvement projects are locally administered by the state agency or institution of higher education. In these cases, the Owner is considered the Contracting Authority.

Below are links to contracting opportunities for various Owners locally administering some or all of their capital improvement projects.

4-Year Colleges

University of Akron
Bowling Green State University
Central State University
University of Cincinnati
Cleveland State University
Kent State University
Miami University
The Ohio State University
Ohio University
Shawnee State University
University of Toledo
Wright State University
Youngstown State University

State Agencies

Dept of Mental Health & Addiction Services
Dept of Natural Resources
Dept of Rehabilitation & Correction
Dept of Transportation

2-Year Colleges

Cincinnati State Technical & Community College
Cuyahoga Community College

Community Schools Classroom Facilities Assistance Program

- Authorized in H.B. 64 (operating budget bill) on June 30, 2015
- Up to $50 million
- $25 million in state funds
- Grant program requires 1:1 state/local match

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Community Schools Classroom Facilities Assistance Program

- Purchase, construction, renovation, addition
- Increase the supply of seats in effective schools
- Grants approved by School Facilities Commission and Ohio Department of Education
- Grant program guidelines to be approved in late 2015

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Cultural Facilities Grant Program

Project Name	Appropriation Amount	County	City
Pro Football Hall of Fame	$ 10,000,000	Stark	Canton
Union Terminal Restoration	$ 5,000,000	Hamilton	Cincinnati
Cincinnati Music Hall Revitalization	$ 5,000,000	Hamilton	Cincinnati
Cleveland Museum of Natural History	$ 2,500,000	Cuyahoga	Cleveland
Preserving & Updating the Historic Dayton Art Institute	$ 2,198,500	Montgomery	Dayton
Hamilton County Memorial Hall	$ 2,000,000	Hamilton	Cincinnati
Cincinnati Zoo	$ 2,000,000	Hamilton	Cincinnati
Columbus Theater-Based Community Development Project	$ 1,000,000	Franklin	Columbus
Fulton County Visitor and Heritage Center	$ 1,000,000	Fulton	Wauseon
Columbus Zoo and Aquarium	$ 1,000,000	Franklin	Columbus
Cincinnati Zoo - Big Cat Facility	$ 1,000,000	Hamilton	Cincinnati

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Cultural Facilities Grant Program

Project Name	Appropriation Amount	County	City
Cincinnati Art Museum - Make Room for Art	$ 825,000	Hamilton	Cincinnati
CCAD Cinematic Arts and Motion Capture Studio & Auditorium	$ 750,000	Franklin	Columbus
Marion Palace Theatre	$ 731,000	Marion	Marion
Imagination Station Improvements	$ 695,000	Lucas	Toledo
Wood County Historical Center & Museum Accessibility Project	$ 600,000	Wood	Bowling Green
Incline Theater Project	$ 550,000	Hamilton	Cincinnati
Akron Civic Theater	$ 530,261	Summit	Akron
Kan Du Community Arts Center	$ 520,000	Hancock	Findlay
Stuart's Opera House	$ 500,000	Athens	Nelsonville
Great Lakes Science Center Omnimax Theatre	$ 500,000	Cuyahoga	Cleveland
West Side Market Renovation	$ 500,000	Cuyahoga	Cleveland
Stambaugh Auditorium	$ 500,000	Mahoning	Youngstown
Historic Sidney Theatre	$ 500,000	Shelby	Sidney

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Other Potential Projects

- Ohio Department of Rehabilitation and Correction projects

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Ask OFCC

Craig Weise & OFCC Staff

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