

Wi-Fi

Username: Embassy Suites

Password: dia0924172

WELCOME!

August 7 | Columbus 1

August 16 | Cleveland

August 22 | Cincinnati

August 28 | Columbus 2

Welcome

David Williamson
Executive Director

Housekeeping

Jeff Westhoven

Chief of Program Services

Housekeeping

- Wi-Fi
Username: Embassy Suites
Password: dia0924172
- Silence your cell phones
- Restroom locations
- Breaks & lunch
- Conference survey

Housekeeping

- EDGE support desk
- Ask OFCC

Social Media – Let's Connect!

- Social Media – Share your project photos!
 - Twitter @OHFacilities – Hashtag #OFCCConf18
 - Facebook – Ohio Facilities Construction Commission
 - LinkedIn – Ohio Facilities Construction Commission

Continuing Education

- Continuing Education Credits & Certificate of Participation
 - 6.0 LU/HSW AIA Credits – attend entire conference, no partial credits
 - AIA Architects only – remember to provide your AIA # and signature at registration desk at conference close
 - Pick up your certificate of attendance at reception desk

Questions?

Jeff Westhoven

jeff.westhoven@ofcc.ohio.gov

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The Numbers Behind the Programs

Shawn Smith

Chief Financial Officer, OFCC



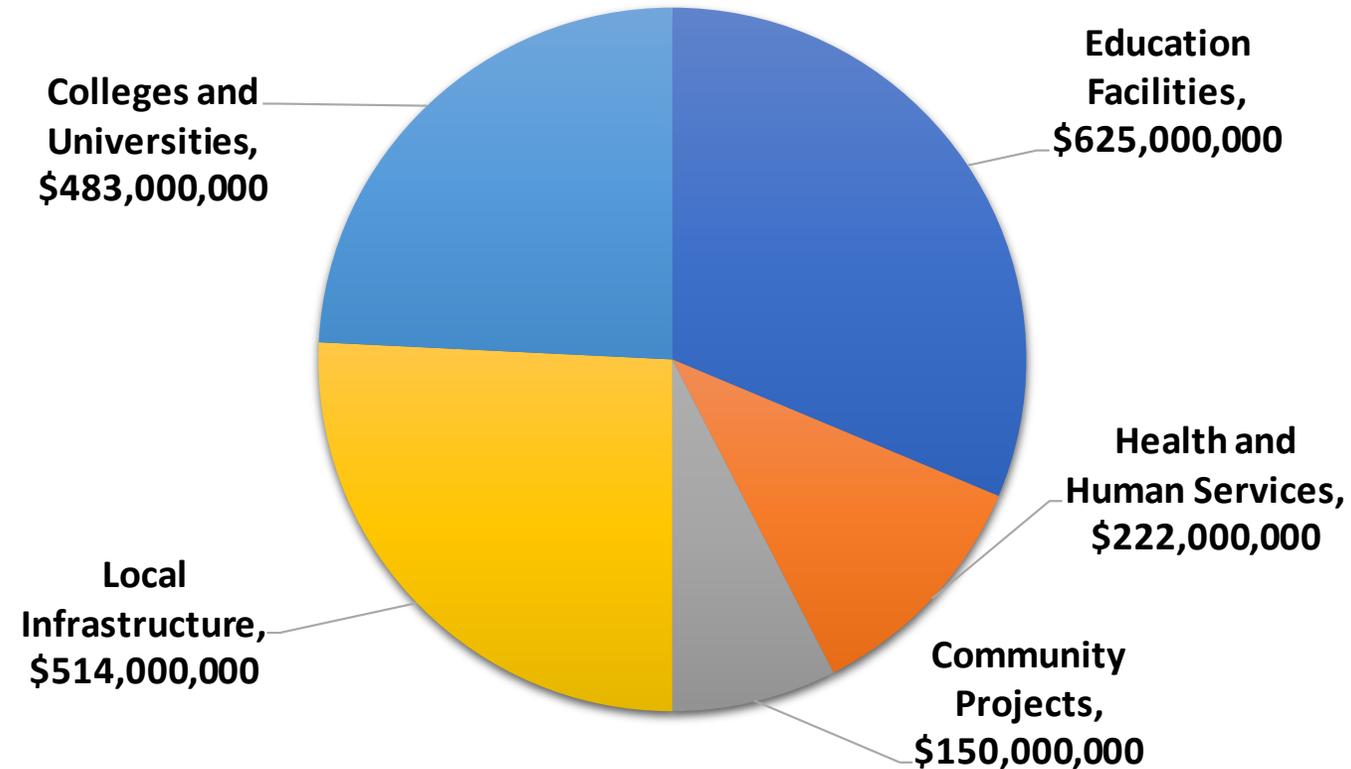
Program Data

Commission Activity Status- Program Summary					
OFCC Status Area	Program Total	K-12*	Colleges & Universities	State Agencies	Cultural Grants
Dollars Invested to Date	\$12.7B	\$11.9B	\$119.9M	\$617.8M	\$112.2M
Facilities Constructed/Renovated to Date	1,565	1,193	20	185	167
Projects in Design	132	59	5	68	N/A
Projects Currently in Construction	183	47	2	51	83
Value of Projects in Design & Construction	\$1.94B	\$1.45B	\$46.1M	\$410.4M	\$35M

* Note: K-12 since FY 1997; Higher Ed/State Agency since FY2013; Cultural Facilities since FY2014

2019/2020 Capital Budget

House Bill 529 and Senate Bill 266 created \$2.6 Billion in new spending



State Agency Capital Budgets

Agency	FY17-18 Budget	FY19-20 Budget	Agency	FY17-18 Budget	FY19-20 Budget
Facilities Construction	\$ 716,845,000.00	\$ 681,525,500.00	Veterans Services	\$ 15,505,221.00	\$ 16,609,072.00
Public Works	\$ 500,400,000.00	\$ 514,000,000.00	Public Safety	\$ 12,885,941.00	\$ 12,400,000.00
Higher Education	\$ 536,955,000.00	\$ 483,382,500.00	Expo Commission	\$ 10,900,000.00	\$ 7,000,000.00
Natural Resources	\$ 323,131,793.00	\$ 234,618,104.00	Development Services Agency	\$ 15,000,000.00	\$ 5,000,000.00
Rehab & Corrections	\$ 150,851,567.00	\$ 220,024,071.00	Attorney General	\$ 2,554,167.00	\$ 3,813,752.00
Mental Health	\$ 41,175,000.00	\$ 168,605,600.00	Commerce	\$ 4,497,500.00	\$ 3,697,500.00
Administrative Services	\$ 68,552,371.00	\$ 105,674,700.00	Capitol Square Review	\$ 300,000.00	\$ 3,000,000.00
Transportation	\$ 100,000,000.00	\$ 60,200,000.00	Educational Media	\$ 952,987.00	\$ 1,586,910.00
Adjutant General	\$ 29,450,000.00	\$ 31,476,805.00	Job and Family Services	\$ 497,298.00	\$ 1,287,223.00
Developmental Disabilities	\$ 28,440,000.00	\$ 30,775,000.00	Judiciary/Supreme Court	\$ 8,373,883.00	\$ 513,000.00
Youth Services	\$ 34,745,430.00	\$ 22,497,797.00	School for the Deaf	\$ 3,105,134.00	\$ 237,050.00
Agriculture	\$ 15,362,446.00	\$ 17,717,000.00	School for the Blind	\$ 794,653.00	\$ 225,500.00

LSC Analysis

Geographic Local	\$ Budgeted	% of Total
Statewide	\$ 1,750,952,489	66.68%
Franklin	\$ 321,470,043	12.24%
Multi-County	\$ 69,223,834	2.63%
Hamilton	\$ 63,583,037	2.42%
Cuyahoga	\$ 58,390,290	2.22%
Summit	\$ 30,893,650	1.17%
Lucas	\$ 27,323,073	1.04%
Wood	\$ 26,213,689	0.99%
Athens	\$ 25,441,979	0.96%

Agency Capital Project Oversight

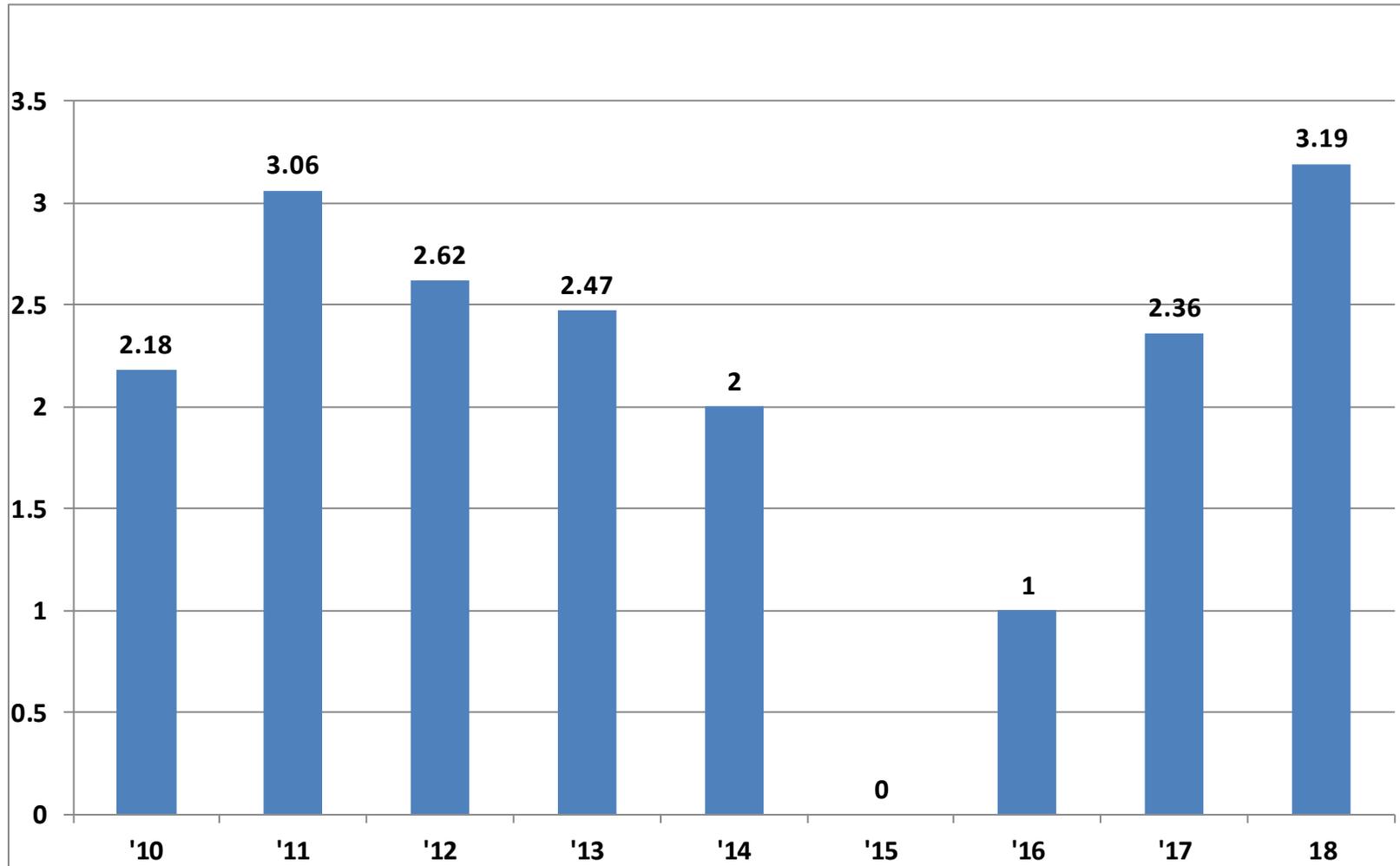
- <\$215K- Agency has the ability to manage
- \$215K to \$1.5M- OFCC managed unless Local Administration Authority granted
- >\$1.5M- OFCC must manage

ORC 123.211 requires the use of OAKS CI if Local Administration Authority is granted

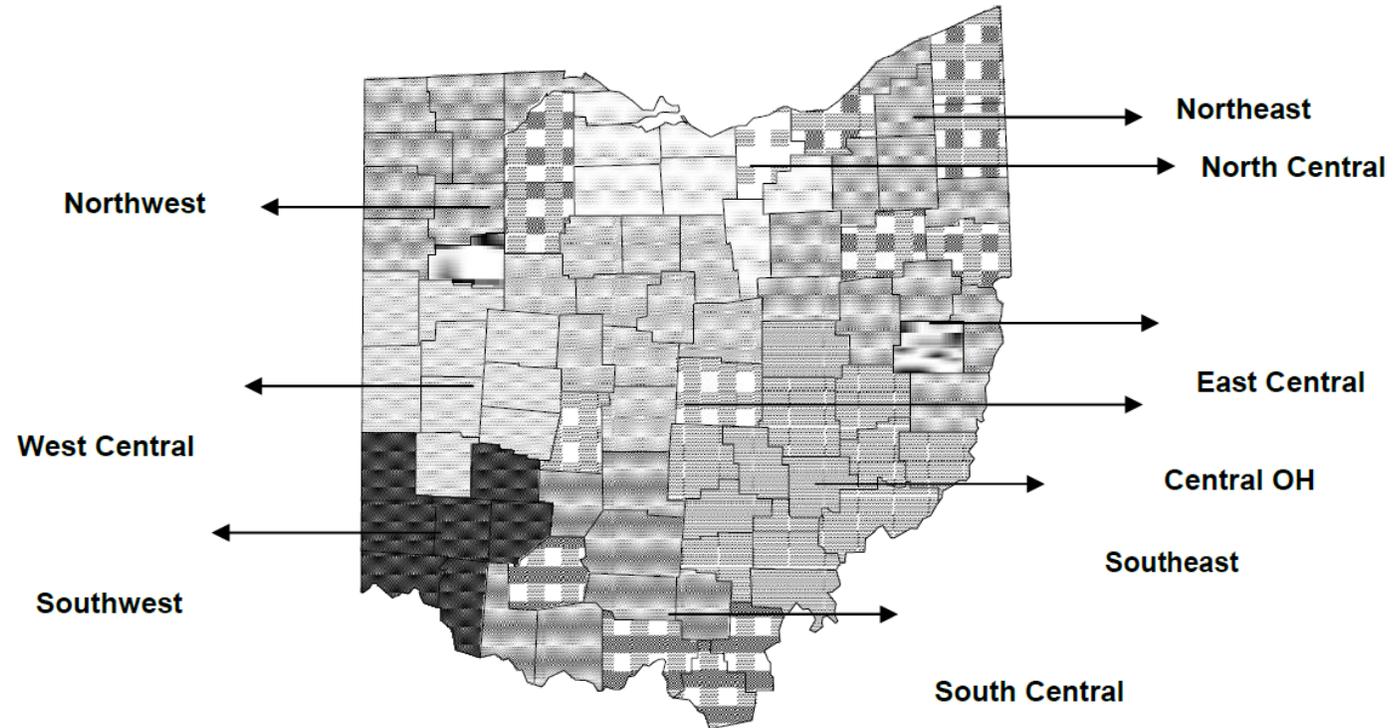
Controlling Board Requirements

	Architect/ Engineer	CM Adviser	OFCC Consultant	Construction <\$215K	Construction >\$215K	CM at Risk	Design- Builder
Capital Request	●	●	●	●	●	●	●
Release of Capital Funds (R.C.Sec. 127.14G)	●	●	●	●	●	●	●
Transfer of Capital Funds (R.C.Sec. 127.14G and/or 127.15)	○	○	○	○	○	○	○
Waiver of Competitive Selection (R.C.Sec. 127.16B)				○			
No Competitive Opportunity							
Agency Released Competitive Selection (R.C.Sec. 127.162)	●	●		●		●	●

Historical Inflation



Regional Cost Factors



Central	Southwest	West Central	Northwest	North Central	South Central	Southeast	East Central	Northeast
1.0000	0.9595	0.9897	1.0468	1.0025	1.0121	1.0114	1.0083	1.0360

Questions?

Shawn S. Smith

shawn.smith@ofcc.ohio.gov

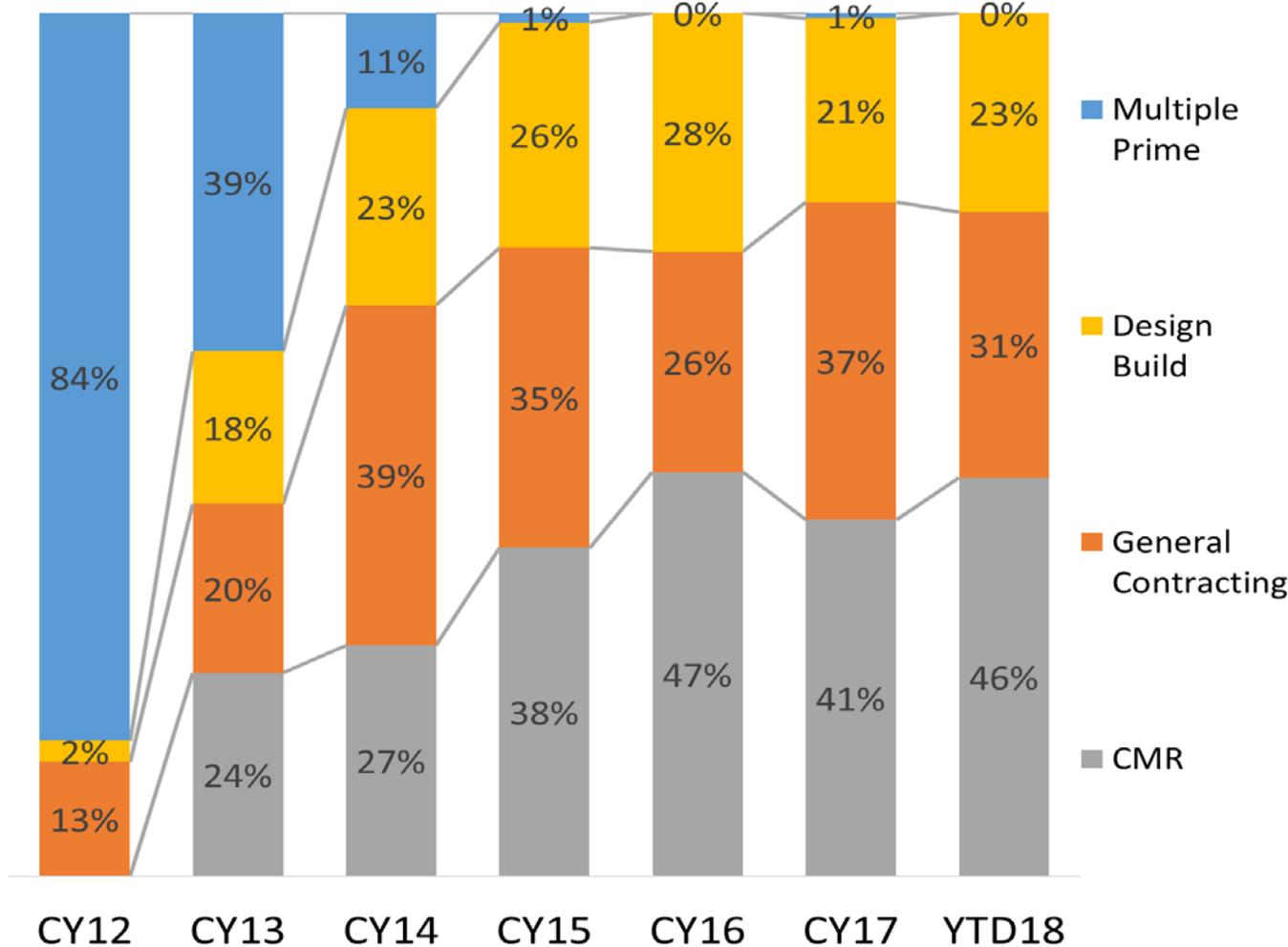
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Past Trends & New Directions

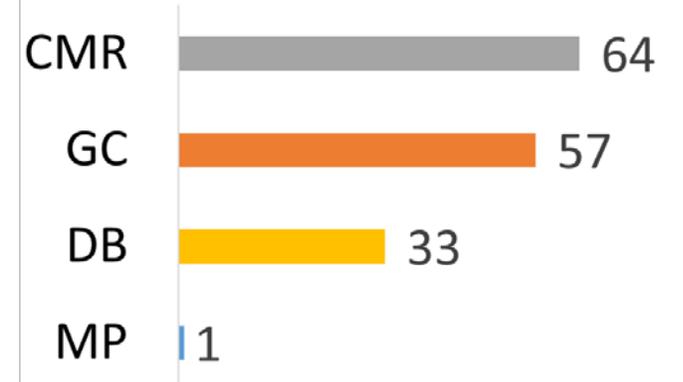
Craig Weise, AIA, CCM, PMP, LEED AP
Chief of Projects, OFCC

Project Delivery Methods

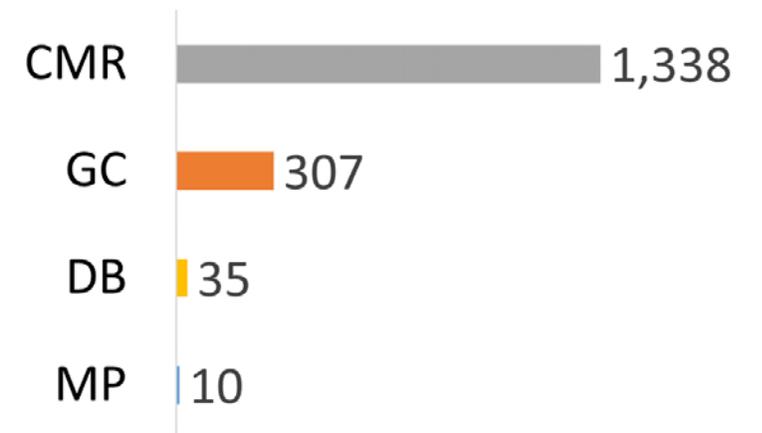
Projects by Delivery Method



CY17 - Number of Projects



CY17 - Value of Projects (\$M)



Totals may not equal 100% because of rounding

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Profile of Projects

- OFCC initiates 100 projects per year on average
- These projects equate to approx. \$1B a year
- OFCC manages about 200 active projects at any given time
- Overall avg. project size is approx. \$10M
 - Avg. CMR project = \$20M
 - Avg. GC project = \$5M
 - Avg. DB project = \$2M

Looking Forward (1 year)

- Implement Primavera P6 Scheduling Software
 - OFCC will require electronic submission of schedule file for review
 - P6 version 7.0 and newer
 - XML file format
 - OFCC template
 - OFCC PM will review schedule for compliance with P6 Spec.
 - Pilot on some projects beginning 3Q of CY2018
 - Require on all projects >\$500K by July 1, 2019

Looking Forward (1-2 years)

- Restructure OFCC Consultant Lists
 - Maintain numerous Consultant Lists for different types of services
 - Maintain procurement rules
 - \$250K max of fees awarded per firm for the fiscal biennium (2-yr period)
 - “Pick one” if estimated fees < \$100K
 - “Pick three” if estimated fees \geq \$100K
 - Eliminate duplication of accounting
 - Delegate contracting & payments to Contracting Authority
 - Require use of OAKS CI for project administration

Looking Forward (2 years)

- Rebuild OAKS CI (**CI 2.0**)
 - Incorporate LEAN principles
 - Expand consistency across all project types (K12, agency, higher educ.)
 - Include more business processes
 - Utilize new Primavera Unifier features
 - Implement mobile apps for certain business processes
 - Integrate Primavera P6 Schedule milestone data

Looking Beyond (Long Term)

- Opportunity to support state's Facility Management (FM) needs
 - Greatest impact on capital needs
- Data-driven decision making organization
 - “Big Data” for dynamic predictive models (eg: AI)
 - Seeking methods to assist in automating collection of more data

Questions?

Craig Weise

craig.weise@ofcc.ohio.gov

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Lessons Learned: Design Build | Perspectives

Jeff Kring

Program Manager, Agency | Higher Education



Lessons Learned: Design Build

Owner's Perspective:

- Fully vetted project scope in criteria documents is critical
- Give up some control – design details
- Greater potential to save time incl.
 - commit of project funds earlier
 - upfront DB design stage input for construction stage planning
- AOR is member of DB team
- DB contingency is part of GMP



Lessons Learned: Design Build

Criteria Architect's Perspective:

- Not traditional AOR role
 - Not designing the solution
 - Establish scope and parameters for solutions / performance
 - Eliminate unknowns when possible
- Criteria must be informed by DB contract docs. and GMP processes
- Project conditions may necessitate more CAE participation than originally anticipated.



Lessons Learned: Design Build

Design Builder's Perspective:



- Difficult to propose on criteria documents only (esp. w/ GMP at time of proposal)
- Formalized process and documentation is good, but not equipped to realize true speed potential of DB delivery
 - Contracts, amendments, NTP, SOV
 - Owner decision making process
- Flexibility for DB to make adjustments to maintain budget
- Difficult to acquire market validation and min. # of bidders

Lessons Learned: Design Build

Architect of Record's Perspective:

- Difficult to design to loose or overly restrictive criteria
- Less time for upfront investigation of existing conditions
- Abbreviated design time
- Align with DB (and team) expectations relative to document completeness
- Not traditional AOR role
 - confusion how and whom to represent (DB vs. Owner)
- Would like more involvement during construction stage



Lessons Learned: Design Build

Project Manager's Perspective:

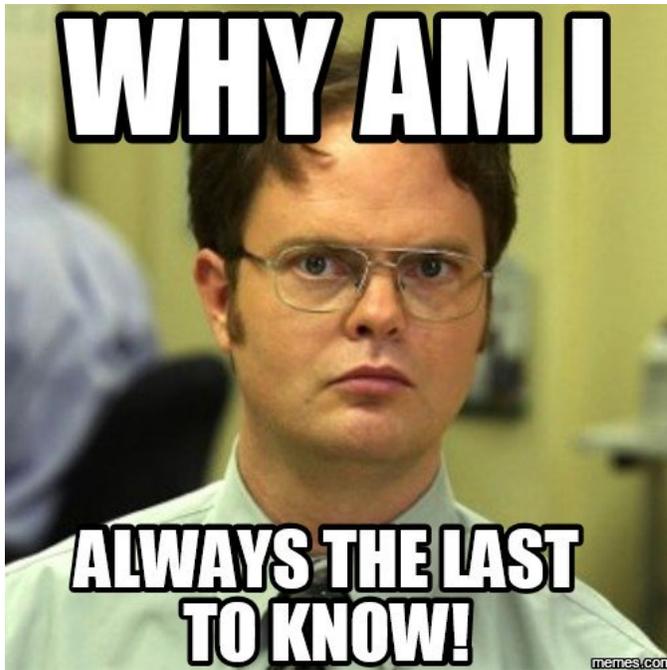
- Org. meeting – review of DB contract documents
- Scope fully defined and Budget aligned early
- Schedule – plan enough time for various Owner reviews
- GMP negotiation / facilitation
incl. live edits and doc. back check
- Expanded PM Const. Admin. role
- CAE for construct. progress mtgs.
- PC in the loop



Lessons Learned: Design Build

Project Coordinator's Perspective:

- Participate in Organizational meeting – meet the team
- Understand budget and schedule – aware of changes



- Assist DB with GMP documents for proposal
- Attend GMP negotiation / facilitation
- Confirm most current version of proposal for GMP amendment prep
- Prepare for GMP SOV distributions

Questions?

Jeff Kring

jeff.kring@ofcc.ohio.gov

@OHFacilities #OFCCConf18

Kahoot! Survey: Artificial Intelligence

Craig Weise

Chief of Projects, OFCC

BREAK

Reimagining Aging Facilities

Transforming Academic Environments for High Performance Design Education

Joe Keal

Principal, BNIM



AP Design Program

Recent Growth and Future Aspirations

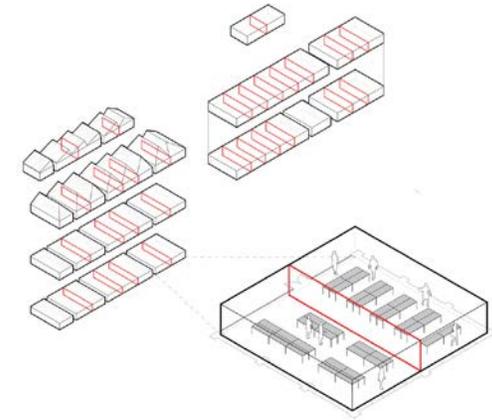


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Seaton Hall Building Complex

Past and Post Completion



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Original 1910s Seaton East Skylight

Investigation including Laser Scanning and Destructive Demotion



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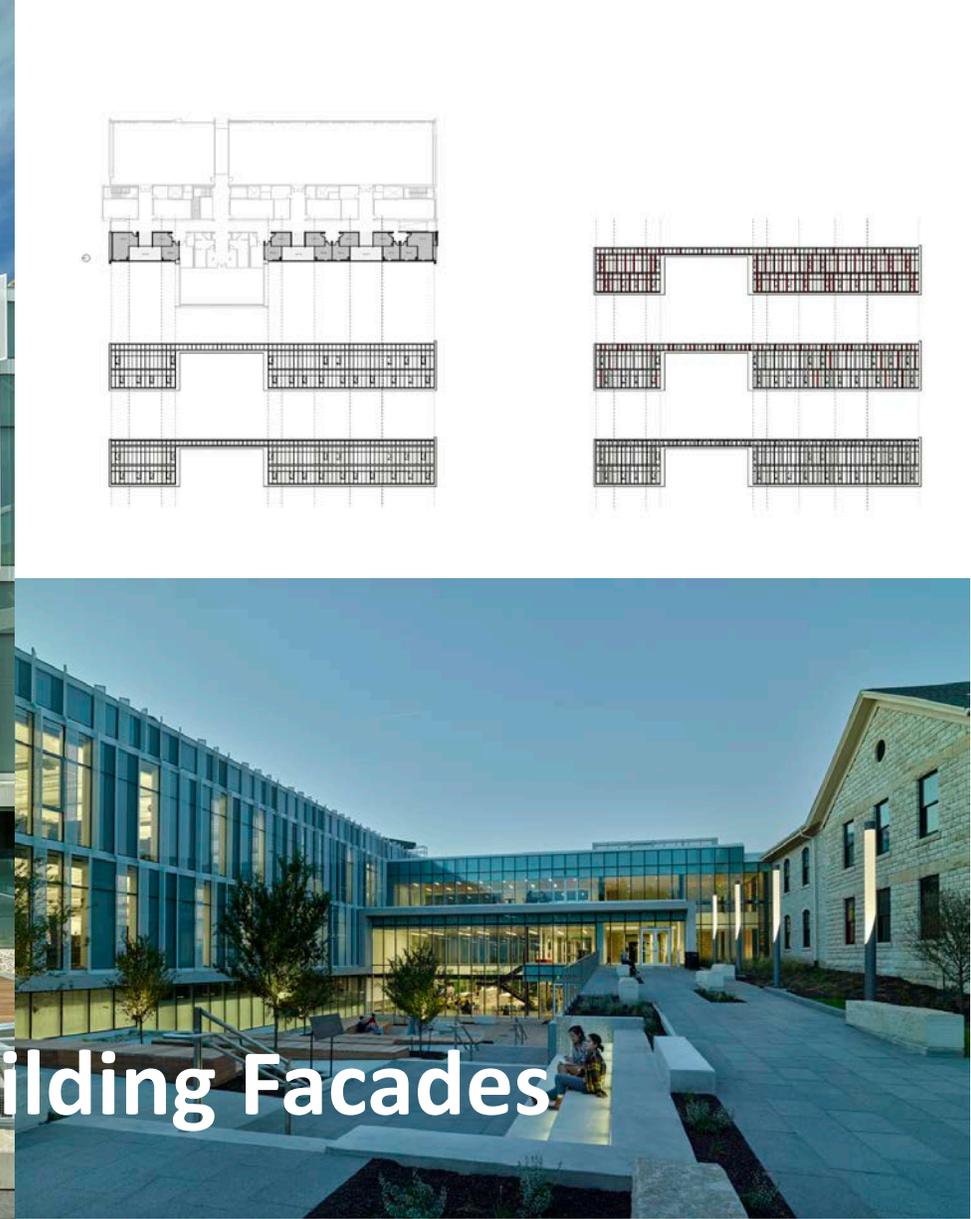
Daylighting Penetration

Analysis and Optimal Learning Levels – 24/7/365

50° Spacing
18" Fin Depth
% indicate sunlight penetration

	1:00	2:00	3:00	4:00	5:00	6:00	7:00
Jan	0%	0%	0%	0%	0%	0%	0%
Feb	0%	0%	0%	0%	0%	0%	0%
Mar	0%	0%	0%	0%	0%	0%	0%
Apr	0%	0%	0%	0%	0%	0%	0%
May	0%	0%	0%	0%	0%	0%	0%
Jun	0%	0%	0%	0%	0%	0%	0%
Jul	0%	0%	0%	0%	0%	0%	0%
Aug	0%	0%	0%	0%	0%	0%	0%
Sep	0%	0%	0%	0%	0%	0%	0%
Oct	0%	0%	0%	0%	0%	0%	0%
Nov	0%	0%	0%	0%	0%	0%	0%
Dec	0%	0%	0%	0%	0%	0%	0%





New Addition's East and West Building Facades

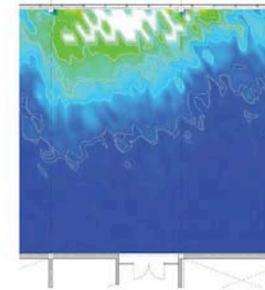
Energy Modeling, Computer Simulations and Ray-tracing

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New Façade's Relationship to Interior Spaces

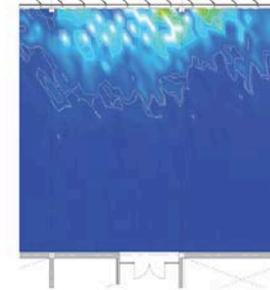
Selection of Glazing, Solar-shading Fins



4'-2" SPACING (NO FINS)
10:00 am



4'-2" SPACING (FINS)
10:00 am



4'-2" SPACING
(ROTATED FINS)
10:00 am

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Questions?

Joe Keal

jkeal@bnim.com

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Collaborating to Develop a Resilient Project Vision.

Steven Herr, AIA

Fanning Howey

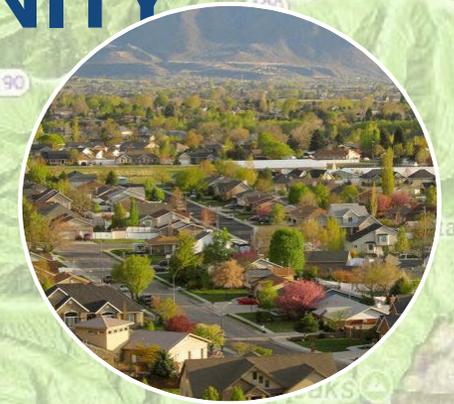
TWO VERY DIFFERENT COMMUNITIES



**CYPRUS HIGH
A MINING
COMMUNITY**

SALT LAKE CITY, UTAH

**SKYLINE HIGH
A SUBURBAN
COMMUNITY**



FIVE FLEXIBLE GOALS

Flexibility of **Building**

Flexibility of **Schedule**

Flexibility of **Delivery of Education**

Flexibility of **Socialization**

Flexibility of **Community**

WORKSHOPS DECIDERS & DIRECTORS



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COMMUNITY ENGAGEMENT



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DESIGN GUIDELINES & IMPERATIVES

Granite School District
Guiding Principles -
Design Guidelines & Imperatives

Contents

The Granite School District has created guiding principles for the development of its new 21st century high schools. These guiding principles have been established by the district to share its vision and expectations with all development stakeholders.

Through a series of project development workshops, school district administrators in concert with project managers and the architectural design team, have expanded upon the guiding principles and created project specific guidelines and imperatives.

The guidelines and imperatives presented here will assist and support in the collaborative effort of discovery and design, leading to the development of new 21st century high school facilities.



ELEVATE: a 21st Century School Design Consortium

- FLEXIBLE BUILDING DESIGN **A**
- FLEXIBILITY IN SCHEDULE **B**
- FLEXIBILITY IN THE DELIVERY OF EDUCATION **C**
- FLEXIBILITY OF SOCIALIZATION **D**
- FLEXIBILITY OF COMMUNITY **E**

Granite School District DESIGN GUIDELINES & IMPERATIVES

Granite School District Design Guidelines & Imperatives New High School Building Development

FLEXIBLE BUILDING DESIGN **A**

A.01 Easy to configure (dismantable) interior wall systems will be employed where program requirements define and support the need.

Imperative

Changes in technology will impact traditional classroom layouts. This unique building system offers more flexibility in classroom design.

This unique building system offers more flexibility in classroom design.

Granite School District Design Guidelines & Imperatives New High School Building Development

FLEXIBILITY IN SCHEDULE **B**

B.01 The school building systems will accommodate extended days and hours of operation and support year round use.

Imperative

The new home for the school district campus. Each new facility will also be about education with the entire center. Large and small spaces, and hours for students and teachers. It is the advantage of these students, families and staff.

Granite School District Design Guidelines & Imperatives New High School Building Development

FLEXIBILITY IN THE DELIVERY OF EDUCATION **C**

C.01 Develop flexibility within the classroom and make technology easily accessible to student and teacher.

Imperative

Technology development learning, just a tap away. A few core items that are essential for the future of education. Multi-use spaces can be employed with multiple uses. Support for instruction and learning.

Granite School District Design Guidelines & Imperatives New High School Building Development

FLEXIBILITY OF SOCIALIZATION **D**

D.04 The deliberate and careful design of exterior/ outdoor space will foster socialization and ongoing education outside of the building.

Imperative

A few core items that are essential for the future of education. Multi-use spaces can be employed with multiple uses. Support for instruction and learning.

Granite School District Design Guidelines & Imperatives New High School Building Development

FLEXIBILITY OF COMMUNITY **E**

E.02 Program development will define extent of community use and supporting space. Flexibility of community space will offer ease of future change.

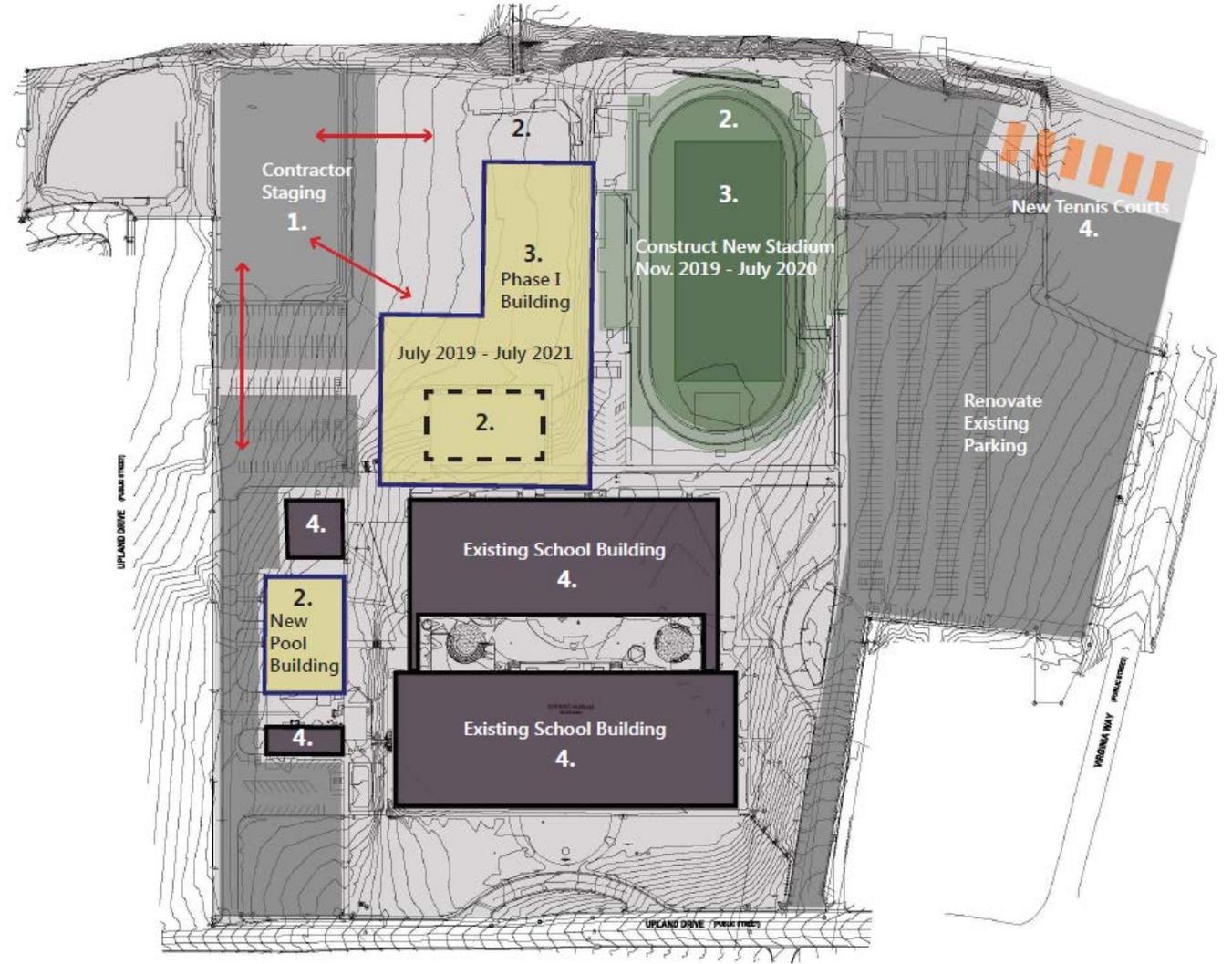
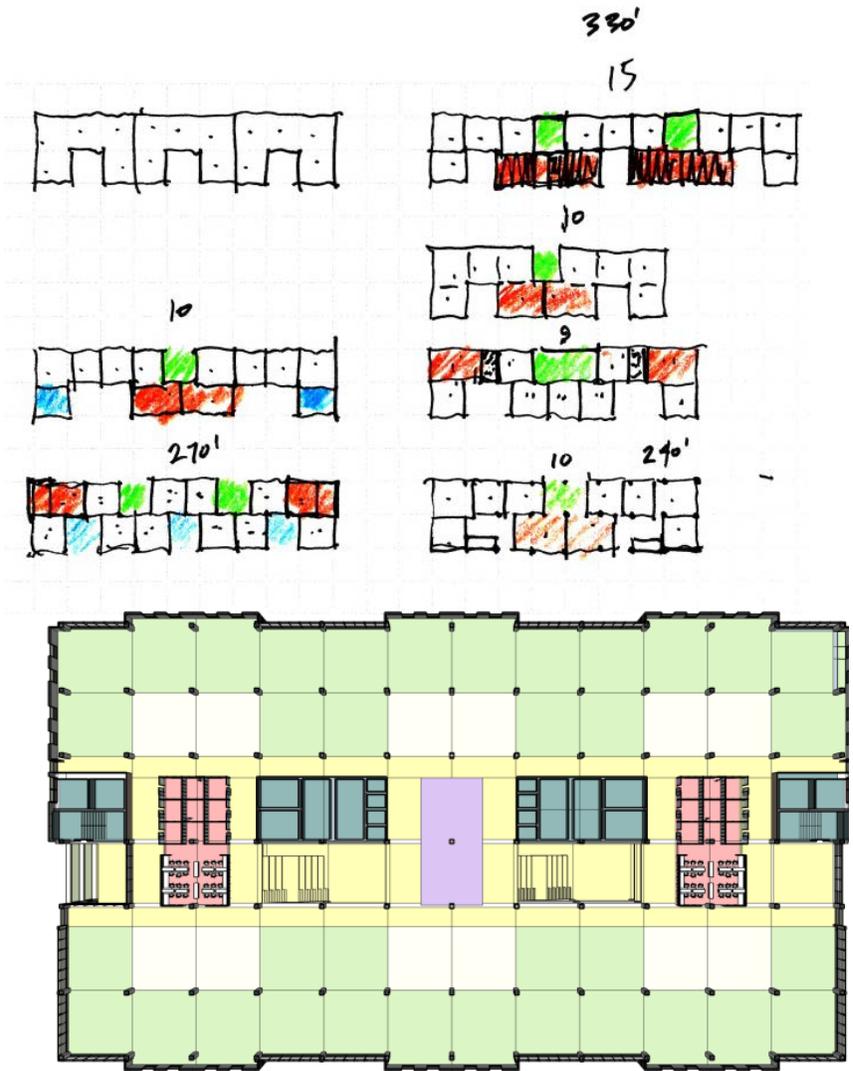
Guideline

Learning occurs in many ways. The complete spaces that all traditional teaching and learning require a high-level discussion during the Programming Phase regarding how each community will use the building and its facilities. Supporting space must be evaluated for appropriate types of spaces for the needs of the community, as well as hours of access for use by the community. This discussion and evaluation must occur early in the Programming Phase and identify where there are equals vs. where there is customization. Flexible spaces should be provided where possible to adapt to future changes if potential change can be discussed and identified at the early design phase.

ELEVATE: a 21st Century School Design Consortium

Granite School District DESIGN GUIDELINES & IMPERATIVES

DESIGN FRAMEWORK



Questions?

Steven Herr

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@OHFacilities #OFCCConf18

Overcoming the Environmental Challenges Faced on Ohio's Single Largest Transportation Project

**Samantha Givens, CESSWI
STONE**

Project Overview

- 16 miles of highway on new alignment
- 1,000+ acres of land Disturbance
- 20 million cy of excavation
- 5 miles of culverts
- Public-Private Partnership (P3)
- 4 Year D&C
- 35 year O&M



Environmental Overview

	REFERENCE /	Category	COMMITMENT	TIMING	Compliance Measure	Responsibility	STATUS and/or Note
S-023	2013-WWCP1/4; 2014- WWCP2&3/5	Completion	Upon Final Acceptance, notify the Department's Project Manager. The US Army Corps of Engineers Construction Completion Certification must be completed and signed by the Department's Project Manager then forwarded to the USACE. Forward a copy of the certification to ODOT Office	Upon final acceptance	File certificate of completion with USACE and ODOT.	Contractor	Not triggered
S-024	2014- WWCP2&3/5	Permit Copy	Once authorized and received, a copy of the 404, 401, and isolated wetland permits shall be kept at the work site at all times and made available to all contractors and subcontractors.		Confirm Copy of Permit in Office Trailer. Confirm permits are readily available to contractors and subcontractors.	Contractor	Complete and In Compliance. Permits are in PJV office trailer and are available to contractors and subcontractors.
S-025	ODNR Water- Withdrawal- Registration	Water- Withdrawal	All water withdrawn from the Little Scioto River is to be monitored monthly. These monthly values will be reported annually, at the end of each year.	Annual report form and letter requesting registration removal submitted.	Ensure monthly monitoring is occurring	Contractor	In compliance. No water will be withdrawn. Once annual report form is received PJV can report no water will be withdrawn and to withdraw registration.
S-026	2017- 401404Waste Areas	Demarcations	All water resources and buffers to be avoided shall be indicated on site drawings, demarcated in the field, and protected with suitable material prior to site disturbance. These materials shall remain in place throughout the		Demarcate resources	Contractor	All resources were demarcated prior to the start of construction.
S-027	2017-REEVAL4	Demarcations	Station 414+00 Area: Stream 21a will be demarcated with orange fencing by contractor prior to site disturbance	Prior to site disturbance	Ensure stream is demarcated	Contractor	Complete and in compliance. Installed 5/7/18.
THREATENED & ENDANGERED SPECIES (T&E)							
E-001	2005-FEIS/2-4; 2006-ROD-9; 2012-REVALP1/4-1; 2014-		If any listed species for Scioto County are encountered during subsequent phases of project the USFWS Endangered Species Coordinator will be notified		Halt work upon observation. Contact ECS, PM, CM, EPPPM. Contact ODOT. Contact FHWA, USACE, OHPO.	Contractor	In compliance. ECS is observing site weekly.
E-002	2014- REVAL2&3/27		Should any federal listed species be encountered, work must cease and USFWS be contacted for consultation		See E-001	Contractor	In compliance. This information is included in the training video and ECS observes the site daily.
E-003	PPA-Exhibit3/4-9		If a T&E species or an Undisclosed Endangered Species is encountered in the Project ROW, the Developer shall immediately notify the Department and stop construction.		See E-001	Contractor	In compliance. This information is included in the training video and ECS observes the site weekly.
E-004	PPA-Exhibit3/4-9		Confirm the status of T&E in coordination with the Department prior to any construction annually	Annual in April	Review USFWS T&E list annually (has been completed in April each year)	Contractor	In compliance. Confirmed 4/27/2015, 4/25/2016, 3/30/2017, and 4/4/2018

- DB Contractor *solely responsible* for all environmental obligations, commitments, and responsibilities
- Environmental Consultation Management Place (ECMP)
 - Environmental Commitment Tracking System (ECTS)
 - Resident Environmental Compliance Specialist (ECS)
 - Environmental Commitment List (ECL)
- Monitoring
 - Daily, Weekly, Monthly, Quarterly, Annually
 - Contractor, Consultants, Designers, Independent Quality Firm, ODOT, Governing Agencies
- Organization Chart & Communication Flow
- Minimize disruptions to work progress
- Continuous improvement

Lessons Learned

• Training

- EVERYONE ON PROJECT MUST KNOW COMMITMENTS
- HOW TO PROVE VIEWING
- REPEATABLE AND CONSISTENT
- ADDITIONAL WORK-SPECIFIC TRAINING AS NEEDED

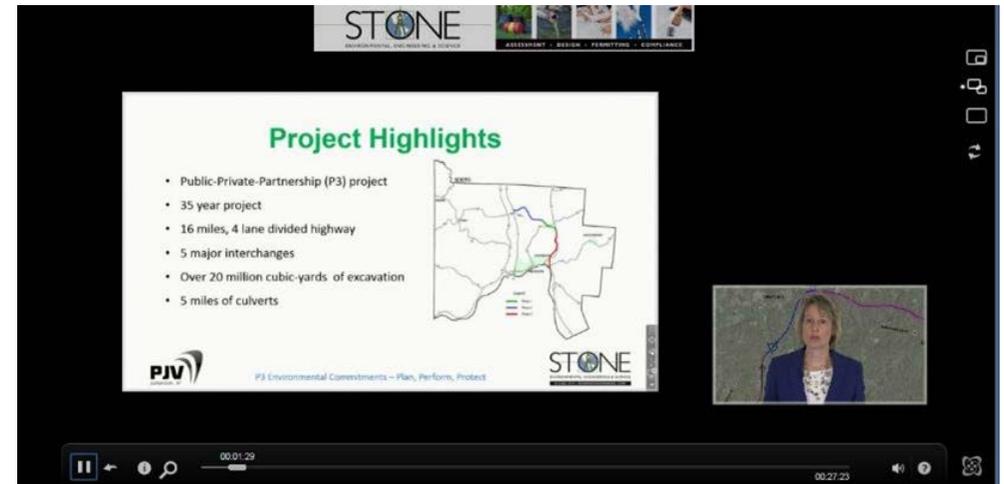
• Training Successes

Comment after watching the training video: "So I know what the video said, but you really want us to report every spill?"

"Sam, there was a snake in the cab of the dozer, just calling to see what we are supposed to do"

"I came in on Saturday to button up the BMPs because I saw that we were going to get a big rain"

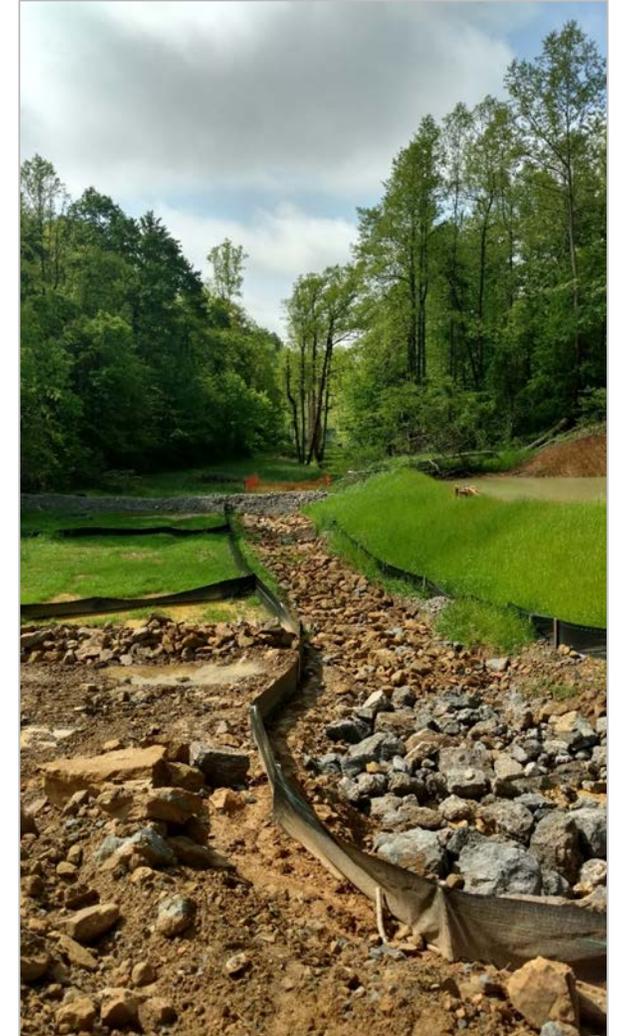
"So you mean to say we can't work in the stream 'cause the minners are matin'?"



Lessons Learned

- **Be Proactive**

- EVERYONE IS CLEAR ON WHO IS RESPONSIBLE
- IDENTIFY EQUIPMENT, MATERIALS, MANPOWER NEEDED
- IDENTIFY COMMUNICATION TRAIN



Lessons Learned

- **Stormwater Consider more than Day 1 and Final Design**
 - TEMPORARY SEDIMENT BASINS TO PERMANENT
 - ELEVATION OF BMPS
 - FUTURE ACCESS

Deepest cut = 190 feet

Highest Fill = 153 feet



Questions?

Samantha Givens, CESSWI

samanthagivens@StoneEnvironmental.com

Lessons Learned: CMR

Kim Magovac, P.E.
Project Manager, OFCC

Preconstruction

- Understand your budget and design accordingly
- Estimates formatted the same
- ***Proactive participation from CMR***
- CMR & AE meet before delivering estimate to owners
- Don't showcase a design that is not within budget
- What is 50% CD's?



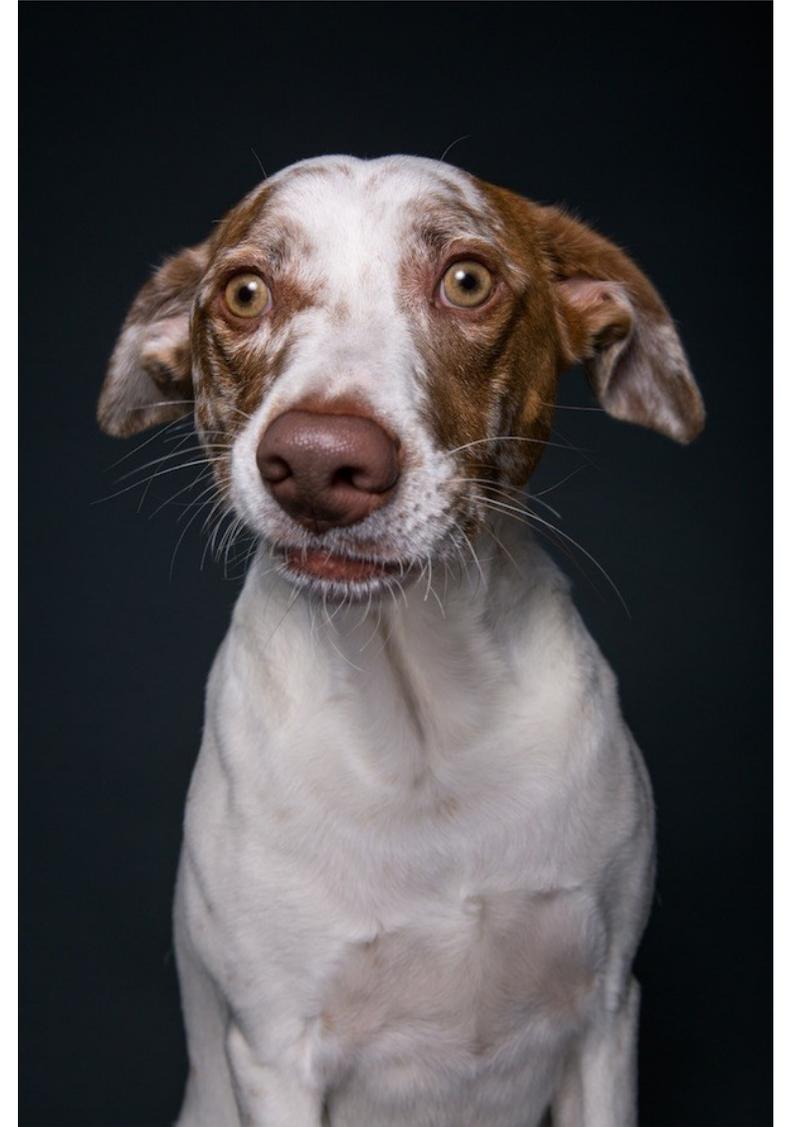
GMP Amendment Negotiation

- Define budgets early in precon
- Facilitate large value GMP sessions
- If the project is not within budget—cancel facilitated session
- GMP documents to the team at least five days before facilitated session
- Design intent statements
- Know the scope



Post GMP Amendment

- Do **NOT** add scope
- **IF** scope needs to be added – AE to submit a list to the Project team
- Detailed Design Statements
- Full understanding of assumptions and clarifications
- Constructability review by CMR
- If bidding the GMP set – CMR to convey the information in the Design Intent statement to the bidders.



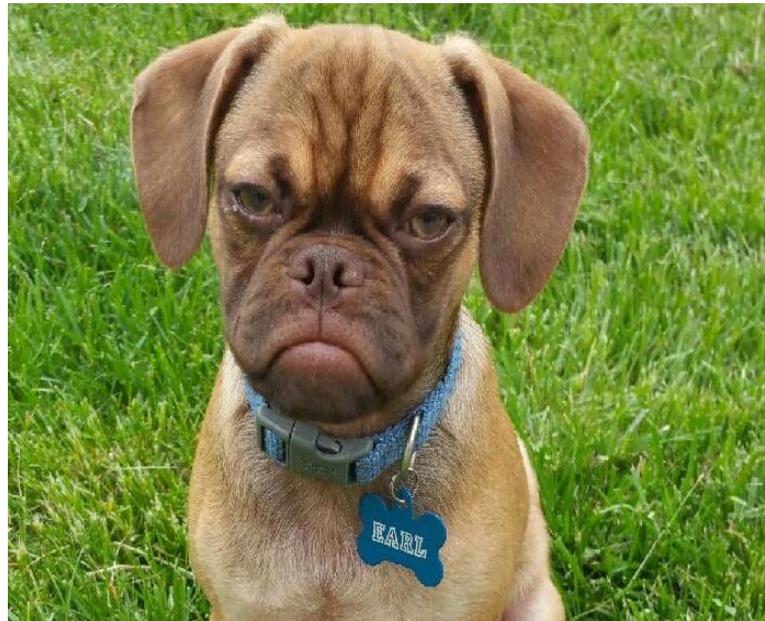
PC Perspective

- CMR bond (or Acknowledgement of Surety form)
- Bid packages estimates included in GMP
- NTP date
- Bid tabs



Miscellaneous

- Prequalified subcontractors
- Combination Bids
- Proposal Forms



Questions?

Kim Magovac

kimberly.magovac@ofcc.ohio.gov

@OHFacilities #OFCCConf18

Contracts Update: The Dotted Line

Lane Beougher, FAIA, FCSI, LEED BD+C

Energy Program Manager (*and Contracts Dude*)

Which contract template can I use? [ORC 153.503 (D)]

- **OAC 153:1-2-01 Form of CM at Risk Contract Documents**
 - **The State and State Institutions of Higher Education:** *The Standard Requirements for Public Facility Construction* developed by OFCC
 - **All other public authorities:** *The Standard Requirements* or contract documents published and licensed by: American Institute of Architects (AIA); ConsensusDOCS, LLC (Associated General Contractors and its endorsers); or Construction Management Association of America (CMAA)
- **OAC 153:1-2-02 Form of Design-Build Contract Documents**
 - **The State and State Institutions of Higher Education:** *The Standard Requirements for Public Facility Construction* developed by OFCC
 - **All other public authorities:** *The Standard Requirements* or contract documents published and licensed by: AIA; ConsensusDOCS; Design-Build Institute of America (DBIA); or Engineers Joint Contract Documents Committee (EJCDC: a joint venture of ACEC, ASCE, and NSPE)

What's new in the CM at Risk Contract?

Phase: *A separation in the Work of the Project by sequence or time intervals, which may include different Subcontractors for each Phase.*

Punch List Milestone: *The date 30 days after the achievement of Substantial Completion of all or a portion of the Work.*

Self-Performed Work: *Work performed by direct employees of the CM or a CM Affiliated Entity, which does not include Work performed by direct employees of a Subcontractor...*

CM Affiliated Entity: *Any entity related to or affiliated with the CM or with respect to which the CM has direct or indirect ownership or control...*

What's new?: Phase

5.7.1.1 This **Section 5.7** is based on the assumption there will be only one GMP Amendment. The parties recognize, however, that they may decide to use more than one GMP Amendment for *phased* construction. In that case, they will execute each GMP Amendment for one or more *Phase(s)* with each amendment supplementing the previous amendment(s).

- This may now affect Liquidated Damages (§8.7.1), the CM's Contingency (§9.2.6.1.1), and the CM's Retainage (§9.2.12.3 and §9.2.14.5) which will *apply on a per Phase basis if Phases are explicitly identified* in tables on the Agreement Form and/or GMP Amendment. (currently only in the K-12 forms)

What's new?: Punch List Milestone

6.26.3.1 Before expiration of the *Punch List Milestone* and before the date of Contract Completion, the CM shall complete all items on the A/E's Punch List. After completing all items on the A/E's Punch List, the CM shall provide a written request for Final Inspection of the Work to the A/E.

8.7 Liquidated Damages

Contract Sum	Liquidated Damages per day for Milestones <i>other than the Punch List Milestone</i>	Liquidated Damages per day for the <i>Punch List Milestone</i>
Less than \$1,000,000	\$500	\$125
From \$1,000,000.01 to \$2,000,000	\$1,000	\$250
From \$2,000,000.01 to \$5,000,000	\$2,000	\$500
From \$5,000,000.01 to \$10,000,000	\$5,000	\$1,250
From \$10,000,000.01 to \$20,000,000	\$7,500	\$1,875
From \$20,000,000.01 to \$50,000,000	\$10,000	\$2,500
More than \$50,000,000	\$15,000	\$3,750

What's new?: Self-Performed Work

4.7.6 If the Contracting Authority awards to a *CM Affiliated Entity* the right to *Self-Perform* a particular scope of Work by operation of **Sections 4.7.2** and **4.7.3**, the *CM Affiliated Entity* **will be a Subcontractor** under the Contract and the CM's Subcontract with the *CM Affiliated Entity* shall be on the **State of Ohio Subcontract Form** prescribed in OAC 153:1-03-02.

4.7.7 If the Contracting Authority awards to the *CM* the right to *Self-Perform* a particular scope of Work by operation of **Sections 4.7.2** and **4.7.3**, the *CM* **shall not be a Subcontractor** under the Contract and shall not enter into a Subcontract with itself for that Work.

7.7.2.10 Subcontractor Overhead and Profit. ...equal to 15 percent...

.1 The allowance *applies to CM Affiliated Entities* and to each Subcontractor tier. The *CM is not entitled to recover overhead and profit* under **Section 7.7.2.10** on account of changes in *CM Self-Performed Work* or Work the *CM* performs as a Subcontractor at any tier.

What's new?: Acknowledgement of Surety

10.1.5 Any time the CM increases the penal sums of the Bonds under **Section 10.1.3** or **Section 10.1.4**, the CM shall deliver to the Contracting Authority an *Acknowledgment of Surety* from the affected Surety or Sureties to evidence the Surety's or Sureties' receipt of notice of the increased penal sums.

10.1.5.3 If any Surety fails or refuses to provide a required *Acknowledgement of Surety*, the Contracting Authority may require the CM to deliver to the Contracting Authority *new Bonds* showing the increased penal sums and *written consent* of the affected Surety or Sureties *confirming the increased penal sums*.

10.1.5.4 Each Acknowledgment of Surety shall be **(1)** *on a form provided by the Contracting Authority* and **(2)** subject to the acceptance of the Contracting Authority.

Questions?

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