

# Exhibit B - CM Adviser Scope of Services

## State of Ohio Professional Services Agreements for Public Facility Construction

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### ARTICLE 1 - BASIC SERVICES

#### 1.1 General

1.1.1 Basic Services to be provided by the CM shall consist of the activities and stages set forth in **Article 2** and **Article 3**, inclusive, and include normal construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among multiple prime contractors, and any services necessary to comply with the ORC Section 3379.10 Percent for Arts Program. The CM shall provide its services according to a Staffing Plan approved by the Contracting Authority.

#### 1.2 Sustainability Requirements

1.2.1 This Project shall be designed and constructed in accordance with the requirements of Am. Sub. H.B. 251 of the 126<sup>th</sup> General Assembly and the resulting rules, policy, and procedures adopted by the Commission establishing Sustainability Requirements for Capital Improvements Projects, including but not limited to the applicable provisions of OAC Section 3318-3-:

**4-2-21.2.1.1** The CM shall assist the A/E to incorporate cost-effective, energy-efficient, green building practices to the maximum extent possible into the Project.

#### 1.3 Qualifications-Based Selection of Architect/Engineer

1.3.1 To the extent the Contracting Authority requests, the CM shall assist the Contracting Authority with the selection of the A/E if the CM is selected before the A/E.

### ARTICLE 2 - PRECONSTRUCTION SERVICES

#### 2.1 General Requirements

##### 2.1.1 Commencement.

2.1.1.1 The CM's Services will begin on the date set forth in a notice that the Contracting Authority will issue to the CM ("Notice to Commence Services").

##### 2.1.2 Consultation.

2.1.2.1 The CM and A/E shall jointly schedule and attend regular meetings with the Contracting Authority and Owner. The CM shall consult with the Contracting Authority, Owner, and A/E regarding Site use and improvements and the selection of materials, building systems, and equipment. The CM shall provide recommendations to the Contracting Authority, Owner, and A/E on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, budgets and possible economies of scale.

2.1.2.2 At all appropriate times throughout performance of the Services, the CM shall contact, meet, consult, and otherwise coordinate with the Contracting Authority, Owner, A/E, governmental authorities with jurisdiction over the Project, and others for the purpose of facilitating the Project's design and construction.

##### 2.1.3 Project Schedule.

2.1.3.1 The CM shall develop and maintain a Project Schedule with a logical sequence of events coordinated with the A/E's Design Schedule; reasonable periods of time for the Contracting Authority, Owner, and A/E to review the CM's deliverables and for the CM to revise and resubmit those deliverables; and sufficient detail to properly anticipate and monitor progress on the Project.

### 2.1.4 Long Lead-Time Items.

**2.1.4.1** The CM shall recommend to the Contracting Authority, Owner, and A/E a schedule for procurement of long-lead-time items that will constitute part of the Work as required to meet the Project Schedule.

**2.1.4.2** The Owner may procure long-lead-time items itself before the Contracts are awarded. In that case, after the Contracts are awarded, the Owner will assign the contracts for the long-lead-time items to the appropriate Contractor, who shall accept responsibility for those items as if procured by that Contractor. The Contractor, with assistance of the CM, shall expedite delivery of long-lead-time items.

## 2.2 Organizational Meeting

**2.2.1** Unless the Contracting Authority agrees otherwise in writing, the CM's Services will begin with an organizational meeting between the Contracting Authority, Owner, A/E, and CM. All of the CM's key personnel involved in the Project shall attend the organizational meeting.

**2.2.2** During the organizational meeting, the attendees will:

**2.2.2.1** review the responsibilities of each of the Contracting Authority and the Owner's key personnel involved in the Project;

**2.2.2.2** review the scope of the CM's services and the responsibilities of each of the CM's key personnel involved in the Project;

**2.2.2.3** review the scope of the A/E's Services and the responsibilities of each of the A/E's key personnel involved in the Project;

**2.2.2.4** review and establish lines of communication between the Contracting Authority, Owner, A/E, and CM;

**2.2.2.5** review then-available programming and other documents that reflect the current status of the Project's design;

**2.2.2.6** review the various periods of time established in this **Article 2** to determine whether any adjustments are needed in view of the Project's scope, schedule, and budget requirements while providing reasonable periods for the Contracting Authority, Owner, and A/E if applicable, to review the CM's deliverables and for the CM to revise and resubmit those deliverables;

**2.2.2.7** review and reach agreement on the scope and timing of the A/E's deliverables and other information the CM needs to properly solicit Bids for the Work; and

**2.2.2.8** review and reach agreement on timing and sequencing requirements for the A/E and CM's deliverables and related review and revision periods.

**2.2.3** If the CM has not submitted a proposed Project Schedule to the Contracting Authority, Owner, and A/E before the organizational meeting or if the organizational meeting resulted in changes to a previously submitted Project Schedule, within 5 days after the organizational meeting is adjourned the CM shall submit a proposed or revised Project Schedule to the Contracting Authority, Owner, and A/E.

**2.2.3.1** The Contracting Authority, Owner, CM, and A/E will promptly thereafter consult with one another as necessary to reach agreement on the initial Project Schedule, which shall be used as the basis for moving forward with the Project subject to revision.

**2.2.4** Within 5 days after the organizational meeting is adjourned, the CM will prepare and distribute the meeting's minutes.

**2.2.4.1** If the Project is administered using the State's web-based project management software, the CM shall distribute the minutes of the organizational meeting through the "Meeting Minutes" business process.

## 2.3 Program Verification ~~Stage~~

**2.3.1 Commencement.** Unless the Contracting Authority directs otherwise in writing, the Program Verification Stage will begin upon completion of the activities described under **Section 2.2**.

**2.3.2** In addition to performing those Services required to comply with **Sections 2.3.3** through **2.3.5**, during the Program Verification Stage, the CM shall:

**2.3.2.1** advise the Contracting Authority, Owner, and A/E in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

**2.3.2.2** meet with the Contracting Authority, Owner, and A/E at intervals acceptable to the Contracting Authority and Owner, to review drawings and other documents which depict the current status of the Program Verification Stage of the Project;

**2.3.2.3** review the preliminary Project needs, design, schedule, budget, and other information furnished by the Contracting Authority or Owner and arrive at a mutual understanding of the Project's requirements with the Contracting Authority, Owner, and A/E;

**2.3.2.4** review and provide comments to the A/E's investigation of existing conditions and verification of the accuracy of Owner-provided information about existing conditions, as appropriate;

**2.3.2.5** assist the A/E in the evaluation of the Project's impact on adjacent properties and rights-of-way; and

**2.3.2.6** evaluate Site use and improvements, selection of materials, building systems and equipment, constructability, logistics, availability and suitability of labor and materials, time requirements, costs of alternative designs or materials, and possible economies of scale.

### **2.3.3** Review of Provisional Program Documents.

**2.3.3.1** The A/E will submit the provisional Program Documents to the Contracting Authority, Owner, and CM on or before the date identified in the Project Schedule for that submission.

**2.3.3.2** Within 10 days after receiving the provisional Program Documents, the CM shall perform a detailed review of the provisional Program Documents. At the completion of that review, the CM shall provide a written "Opinion of Document Characteristics" to the Contracting Authority and send a copy of the Opinion to the A/E.

**2.3.3.3** Through that Opinion, the CM shall document to the Contracting Authority the CM's opinion of the provisional Program Documents in terms of what the CM would reasonably expect to see in program documents on a similar project. The Opinion shall individually address each of the following topics at a minimum:

- .1 clarity of the documents;
- .2 completeness of the documents;
- .3 coordination of the documents;
- .4 constructability of the Work described in the documents to the extent appropriate during the Program Verification Stage;
- .5 whether the Work described in the documents appears consistent with the Project Schedule; and
- .6 whether the Work described in the documents appears consistent with the Construction Budget.

**2.3.3.4** If it is the CM's opinion that the provisional Program Documents do not reflect what the CM would reasonably expect to see in program documents on a similar project:

- .1 The CM shall also describe and identify in writing specific examples of the deficiencies.
- .2 The CM shall immediately meet to discuss the Opinion with the Contracting Authority, Owner, and A/E. The Contracting Authority and the Owner will thereafter determine an appropriate course of action, which may include the A/E's revision and resubmission of the provisional Program Documents and the CM's re-evaluation of them.
- .3 The CM shall not proceed with its services under **Section 2.3.4** until further notice from the Contracting Authority.

### **2.3.4** CM's Program Verification Stage Submission.

**2.3.4.1** Within 14 days after the completion of the activities described under **Section 2.3.3** (except as provided under **Section 2.3.3.4.3**), and on the basis of the provisional Program Documents and other Contracting Authority-provided information, the CM shall prepare the following documents and submit them to the Contracting Authority, Owner, and A/E:

- .1 a preliminary estimate of Construction Cost ("Program Estimate") using area, volume or similar conceptual estimating techniques;
- .2 a preliminary Construction Progress Schedule ("Program Schedule") for the Project in accordance with the requirements described under **Section 3.3** to the extent appropriate during program verification; and
- .3 an updated Staffing Plan.

**2.3.4.2** If the Program Estimate exceeds the Construction Budget or varies from the A/E's program estimate of the Construction Cost by more than 5 percent of that estimate, the Contracting Authority may require the CM to immediately work with the A/E to develop viable proposals to reconcile the estimates with each other and the Construction Budget. The CM will present those proposals as an addendum to its Program Verification Stage Submission.

**2.3.4.3** If the Project is administered using the State's web-based project management software, the CM shall create and submit the CM's Program Verification Stage Submission through the "Design Review" business process.

**2.3.5 Program Documents Review.**

**2.3.5.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Program Documents and the CM's Program Verification Stage Submission, the Contracting Authority, Owner, A/E, and CM shall meet to discuss the submissions and reach agreement on any Contracting Authority-authorized adjustments to the Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the provisional Program Documents and the CM's Program Verification Stage Submission.

**2.3.5.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the A/E and CM shall revise their respective Program Verification submissions to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to each other, the Owner, and Contracting Authority.

**2.3.5.3** When the Contracting Authority and the Owner approve the revised Program Verification submissions and sign the related Design Review Acceptance form, the revised Program Verification submissions shall become the Approved Program of Requirements.

**2.4 Schematic Design Stage**

**2.4.1 Commencement.** Unless the Contracting Authority directs otherwise in writing, the Schematic Design Stage will begin upon completion of the activities described under **Section 2.3**.

**2.4.2** In addition to performing those Services required to comply with **Sections 2.4.3.2** and **2.4.5**, during the Schematic Design Stage, the CM shall:

**2.4.2.1** advise the Contracting Authority, Owner, and A/E in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

**2.4.2.2** meet with the Contracting Authority, Owner, and A/E at intervals acceptable to the Contracting Authority and Owner, to review drawings and other documents that depict the current status of the Schematic Design Stage of the Project;

**2.4.2.3** review and provide comments to the A/E's further evaluation or refinement of the Approved Program of Requirements and the A/E's development of the Schematic Design Documents;

**2.4.2.4** assist the A/E with identifying and analyzing requirements of Applicable Law;

**2.4.2.5** review and provide comments to the A/E's investigation of existing conditions and verification of the accuracy of Owner-provided information about existing conditions, as appropriate;

**2.4.2.6** assist the Owner and A/E with filing documents required for the approvals of governmental authorities with jurisdiction over the Project;

**2.4.2.7** coordinate the location of new grading, drainage, and Site utilities;

**2.4.2.8** update and re-issue the Project Schedule as necessary to keep the Contracting Authority, Owner, and A/E apprised of the schedule's current status;

**2.4.2.9** prepare a preliminary analysis of the types and quantities of labor required for the Project;

**2.4.2.10** make recommendations to the Contracting Authority, Owner, and A/E for actions designed to minimize adverse effects of labor shortages;

**2.4.2.11** review and provide recommendations concerning Site use and improvements, and alternative approaches to selection of materials, building systems, and equipment; and

**2.4.2.12** provide recommendations on constructability, logistics, availability of materials and labor, time requirements for construction, and factors related to Project cost, including costs of alternative designs or materials, preliminary budgets, and possible economies of scale.

**2.4.3 Preliminary Life Cycle Cost Analysis.**

**2.4.3.1** The A/E will submit practical alternative design concepts, considering passive and/or active building components, for the purpose of minimizing future energy consumption, ~~the preliminary Life Cycle Cost Analysis~~ to the CM. The CM shall promptly review, comment on, and forward the alternative design concepts ~~preliminary Life Cycle Cost Analysis~~ with the CM's comments to the Owner and Contracting Authority.

**2.4.3.2** If the Project constructs or renovates an area 5,000 square feet or more, the CM shall assist the A/E to submit a design to the Commission that incorporates a life cycle cost analysis that shall determine the reasonably expected

costs of facility ownership, operation, maintenance, and disposal including labor and materials for the economic life of the facility.

#### **2.4.4 Review of Provisional Schematic Design Documents.**

**2.4.4.1** The A/E shall submit the provisional Schematic Design Documents to the Contracting Authority, Owner, and CM on or before the date identified in the Project Schedule for that submission.

**2.4.4.2** Within 10 days after receiving the provisional Schematic Design Documents, the CM shall review the documents in detail. At the completion of that review, the CM shall provide a written “Opinion of Document Characteristics” to the Contracting Authority and Owner, and send a copy of the Opinion to the A/E.

**2.4.4.3** Through that Opinion, the CM shall document the CM’s opinion of the provisional Schematic Design Documents in terms of what the CM would reasonably expect to see in schematic design documents on a similar project. The Opinion shall individually address each of the following topics at a minimum:

- .1 clarity of the documents;
- .2 completeness of the documents;
- .3 coordination of the documents;
- .4 constructability of the Work described in the documents to the extent appropriate during schematic design;
- .5 whether the Work described in the documents appears consistent with the Project Schedule; and
- .6 whether the Work described in the documents appears consistent with the Construction Budget.

**2.4.4.4** If it is the CM’s opinion that the provisional Schematic Design Documents do not reflect what the CM would reasonably expect to see in schematic design documents on a similar project:

- .1 The CM shall also describe and identify in writing specific examples of the deficiencies.
- .2 The CM shall immediately meet to discuss the Opinion with the Contracting Authority, Owner, and A/E. The Contracting Authority and Owner will thereafter determine an appropriate course of action, which may include the A/E’s revision and resubmission of the provisional Schematic Design Documents and the CM’s re-evaluation of them.
- .3 The CM shall not proceed with its services under **Section 2.4.4.5** until further notice from the Owner.

**2.4.4.5** If the Project is administered using the State’s web-based project management software, the CM shall receive the provisional Schematic Design Documents and issue its Opinion of Document Characteristics to the Contracting Authority, Owner, and A/E through the “Design Review” business process.

#### **2.4.5 CM’s Schematic Design Submission.**

**2.4.5.1** Within 14 days after the completion of the activities described under **Section 2.4.3.2** (except as provided under **Section 2.4.4.3**), and on the basis of the provisional Schematic Design Documents and other Owner-provided information, the CM shall prepare the following documents and submit them to the Contracting Authority, Owner, and A/E:

- .1 an estimate of the Construction Cost (“Schematic Design Estimate”) using area, volume or similar conceptual estimating techniques;
- .2 a preliminary Construction Progress Schedule (“Schematic Design Schedule”) for the Project, to the extent appropriate during schematic design, that shall identify preliminary manpower requirements by critical trade;
- .3 cost evaluations of alternative materials and systems;
- .4 a schedule analysis of alternative phasing and sequencing;
- .5 a preliminary Site Logistics Plan indicating how the CM intends to use the Site and illustrating things such as areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations; and
- .6 an updated Staffing Plan.

**2.4.5.2** If the Schematic Design Estimate exceeds the Construction Budget or varies from the A/E’s schematic design estimate of the Construction Cost by more than 5 percent of that estimate, the Contracting Authority may require the CM to immediately work with the A/E to develop viable proposals to reconcile the estimates with each other and the Construction Budget. The CM will present those proposals as an addendum to its Schematic Design Stage Submission.

**2.4.5.3** If the Project is administered using the State’s web-based project management software, the CM shall create and submit the CM’s Schematic Design Stage Submission through the “Design Review” business process.

#### 2.4.6 Schematic Design Documents Review.

**2.4.6.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Schematic Design Documents and the CM's Schematic Design Stage Submission, the Contracting Authority, Owner, A/E, and CM shall meet to discuss the submissions and reach agreement on any Owner-authorized adjustments to the Approved Program of Requirements, Project Schedule, or Construction Budget and any necessary clarifications of the provisional Schematic Design Documents and the CM's Schematic Design Stage Submission.

**2.4.6.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the A/E and CM shall revise their respective submissions to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to each other, the Owner, and Contracting Authority.

**2.4.6.3** When the Contracting Authority and Owner approve the revised Schematic Design submissions and sign the related Design Review Acceptance form, the revised Schematic Design submissions shall become the final Schematic Design Documents.

### 2.5 Design Development ~~Stage~~

**2.5.1 Commencement.** Unless the Contracting Authority directs otherwise in writing, the Design Development Stage will begin upon completion of the activities described under **Section 2.4**.

**2.5.2** In addition to performing those Services required to comply with **Sections 2.5.3** through **2.5.5**, during the Design Development Stage, the CM shall:

**2.5.2.1** advise the Contracting Authority, Owner, and A/E in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

**2.5.2.2** meet with the Contracting Authority, Owner, and A/E at intervals acceptable to the Contracting Authority and Owner, to review drawings and other documents that depict the current status of the Design Development Stage of the Project;

**2.5.2.3** schedule any necessary meetings with the Owner and Contracting Authority and provide recommendations and information for discussion at such meetings regarding the assignment of responsibilities for refuse removal and for safety precautions and programs; temporary Project facilities and utilities, weather protection, fire protection and scaffolding; and equipment, materials and services for common use of Contractors, if any;

**2.5.2.4** develop the Construction Progress Schedule in increasing detail taking into account A/E-provided information and related requirements and the Owner's occupancy requirements;

**2.5.2.5** update and re-issue the Project Schedule as necessary to keep the Contracting Authority, Owner, and A/E apprised of the schedule's current status;

**2.5.2.6** refine the analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical portions of the Work;

**2.5.2.7** make recommendations to the Contracting Authority, Owner, and A/E for actions designed to minimize adverse effects of labor shortages;

**2.5.2.8** assist the Owner and A/E with filing documents required for the approvals of governmental authorities with jurisdiction over the Project; and

**2.5.2.9** provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

#### ~~2.5.3 Life Cycle Cost Analysis.~~

~~**2.5.3.1** The A/E will submit the revised Life Cycle Cost Analysis to the CM. The CM shall promptly review, comment on, and forward the revised Life Cycle Cost Analysis with the CM's comments to the Owner and Contracting Authority.~~

#### ~~2.5.4.2.5.3~~ Review of Provisional Design Development Documents.

~~**2.5.4.2.5.3.1** The A/E shall submit the provisional Design Development documents to the Contracting Authority, Owner, and CM on or before the date identified in the Project Schedule for that submission.~~

**2.5.4.2.2.5.3.2** Within 10 days after receiving the provisional Design Development Documents, the CM shall review the documents in detail. At the completion of that review, the CM shall provide a written “Opinion of Document Characteristics” to the Contracting Authority and Owner, and send a copy of the Opinion to the A/E.

**2.5.4.3.2.5.3.3** Through that Opinion, the CM shall document the CM’s opinion of the provisional Design Development Documents in terms of what the CM would reasonably expect to see in design development documents on a similar project. The Opinion shall individually address each of the following topics at a minimum:

- .1 clarity of the documents;
- .2 completeness of the documents;
- .3 coordination of the documents;
- .4 constructability of the Work described in the documents;
- .5 whether the Work described in the documents appears consistent with the Project Schedule; and
- .6 whether the Work described in the documents appears consistent with the Construction Budget.

**2.5.4.4.2.5.3.4** If it is the CM’s opinion that the provisional Design Development Documents do not reflect what the CM would reasonably expect to see in design development documents on a similar project:

- .1 The CM shall also describe and identify in writing specific examples of the deficiencies.
- .2 The CM shall immediately meet to discuss the Opinion with the Contracting Authority, Owner, and A/E. The Contracting Authority and Owner will thereafter determine an appropriate course of action, which may include the A/E’s revision and resubmission of the documents and the CM’s re-evaluation of them.
- .3 The CM shall not proceed with its services under **Section 2.5.3.5** until further notice from the Owner.

**2.5.4.5.2.5.3.5** If the Project is administered using the State’s web-based project management software, the CM shall receive the provisional Design Development Documents and issue its Opinion of Document Characteristics through the “Design Review” business process.

#### **2.5.5.2.5.4** CM’s Design Development Submission.

**2.5.5.4.2.5.4.1** Within 14 days after completion of the activities described under **Section 2.5.3** (except as provided under **Section 2.5.3.4**), and on the basis of the provisional Design Development Documents and other Owner-provided information, the CM shall prepare the following documents and submit them to the Contracting Authority, Owner, and A/E:

- .1 an updated Project Schedule;
- .2 a detailed, unit-cost estimate of the Construction Cost (“Design Development Estimate”) which shall include reasonable contingencies for design, bidding, and price escalation;
- .3 a written description of all proposed or previously agreed upon Alternates (if any);
- .4 a written description of all proposed or previously agreed upon Allowances (if any);
- .5 a developed Construction Progress Schedule (“Design Development Schedule”) for the entire Project;
- .6 a cash-flow forecast for the Project;
- .7 a refined Site Logistics Plan; and
- .8 an updated Staffing Plan.

**2.5.5.2.2.5.4.2** If the CM’s Design Development Estimate exceeds the Construction Budget or varies from the A/E’s design development estimate of the Construction Cost by more than 5 percent of that estimate, the Contracting Authority may require the CM to immediately work with the A/E to develop viable proposals to reconcile the estimates with each other and the Construction Budget. The CM will present those proposals as an addendum to its Design Development Stage Submission.

**2.5.5.3.2.5.4.3** If the Project is administered using the State’s web-based project management software, the CM shall create and submit the CM’s Design Development Stage Submission through the “Design Review” business process.

#### **2.5.6.2.5.5** Design Development Documents Review.

**2.5.6.4.2.5.5.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Design Development Documents and the CM’s Design Development Stage Submission, the Contracting Authority, Owner, A/E, and CM shall meet to discuss the provisional Design Development Documents and the CM’s Design Development Stage Submission and to reach agreement on any Owner-authorized adjustments to the Approved Program of Requirements, Project Schedule, or Construction Budget and any necessary clarifications of the Design Development Documents and the CM’s Design Development Stage Submission.

**2.5.6.2.2.5.5.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the A/E and CM shall revise their respective Design Development submissions to reflect the adjustments

and clarifications agreed upon in the review meeting, and resubmit those documents to each other, the Owner, and Contracting Authority.

**2.5.6.32.5.5.3** When the Contracting Authority and Owner approve the revised Design Development submissions and sign the related Design Review Acceptance form, the revised Design Development submissions shall become the final Design Development Documents.

## 2.6 Construction Documents ~~Stage~~

**2.6.1 Commencement.** Unless the Contracting Authority agrees otherwise in writing, the Construction Documents Stage will begin upon the completion of the activities described in **Sections 2.5**.

**2.6.2** In addition to performing those services required to comply with **Sections 2.6.4** through **2.6.6**, during the Construction Documents Stage, the CM shall:

**2.6.2.1** advise the Contracting Authority, Owner, and A/E in writing if at any time it appears that the Project Schedule or Construction Budget may be exceeded and make recommendations for corrective action;

**2.6.2.2** meet with the Contracting Authority, Owner, and A/E at intervals acceptable to the Contracting Authority and Owner, to review drawings and other documents which depict the current status of the Construction Documents Stage of the Project;

**2.6.2.3** update and re-issue the Project Schedule and Construction Progress Schedule as necessary to keep the Contracting Authority, Owner, and A/E apprised of the schedules' current status;

**2.6.2.4** develop, prepare, and compile all forms and information needed to properly bid and complete the Project including without limitation the "front-end" of the Project Manual in conjunction with the A/E;

**2.6.2.5** work with the A/E to prepare Division 01 of the Specifications (the CM shall not amend the General Conditions except by Supplementary Conditions approved as provided in **Section 12.4.1** of the **General Conditions**);

**2.6.2.6** ensure that the scopes of Work of the various Subcontractors are coordinated, all requirements for the Project have been assigned to the appropriate subcontract, the likelihood of jurisdictional disputes between trades has been minimized, and proper coordination has been provided for Phased construction (if any);

**2.6.2.7** refine the analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical portions of the Work;

**2.6.2.8** make recommendations to the Contracting Authority, Owner, and A/E for actions designed to minimize adverse effects of labor shortages;

**2.6.2.9** assist the Owner and A/E with filing documents required for the approvals of governmental authorities with jurisdiction over the Project; and

**2.6.2.10** provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

**2.6.3** During the A/E's completion of the Construction Documents:

**2.6.3.1** The CM shall verify that the Construction Documents include requirements and assignment of responsibilities for safety precautions and programs and for temporary facilities for common use of the CM, Contractors, and Subcontractors.

**2.6.3.2** The CM shall review the Construction Documents for each Bid package to minimize areas of conflict, gaps, and overlaps in the Work to be performed by various Contractors.

**2.6.3.3** In conjunction with the A/E, the CM shall identify areas that the CM recognizes as having incomplete documentation and uncoordinated multi-discipline Work.

**2.6.3.4** With the prior written consent of the Owner, the CM shall assist the A/E to develop and include Alternates in the Construction Documents.

**2.6.3.5** No less than 30 days before the scheduled date for the completion of the Construction Documents, the CM and the A/E shall jointly deliver to the Contracting Authority for review the entire, fully prepared and compiled "front-end" of the Project Manual and Division 01 of the Specifications.

**2.6.3.6** On the date which marks the expiration of 75 percent of the time allotted in the Project Schedule for the Construction Documents Stage, the A/E shall make the then-current Construction Documents ("75 percent

Construction Documents progress submission”) available for the CM to allow the CM to begin to prepare Bid documents such as Bid forms and Subcontractor scopes of work.

**2.6.3.7** As the Drawings and Specifications are developed, the A/E shall inform the CM, the Owner, and the Contracting Authority of the need for any changes in Project requirements or in construction materials, systems, or equipment and of the need for any adjustments in the Construction Budget and Project Schedule.

**2.6.3.8** Upon prior written approval of the Owner and the Contracting Authority of any such changes or adjustments in Project requirements or in construction materials, systems, or equipment, the CM, with assistance of the A/E, shall revise the Construction Budget and Project Schedule, as applicable, incorporating such changes or adjustments.

#### **2.6.4** Review of Provisional Construction Documents.

**2.6.4.1** The A/E shall submit the provisional Construction Documents to the Contracting Authority, Owner, and CM on or before the date identified in the Project Schedule for that submission.

**2.6.4.2** Within 10 days after receiving the provisional Construction Documents, the CM shall review the documents in detail. At the completion of that review, the CM shall provide a written “Opinion of Document Characteristics” to the Contracting Authority and Owner, and send a copy of the Opinion to the A/E.

**2.6.4.3** Through that Opinion, the CM shall document the CM’s opinion of the provisional Construction Documents in terms of what the CM would reasonably expect to see in construction documents on a similar project. The Opinion shall individually address each of the following topics at a minimum:

- .1 clarity of the documents;
- .2 completeness of the documents;
- .3 coordination of the documents;
- .4 constructability of the Work described in the documents;
- .5 whether the Work described in the documents appears consistent with the Project Schedule; and
- .6 whether the Work described in the documents appears consistent with the Construction Budget.

**2.6.4.4** If it is the CM’s opinion that the provisional Construction Documents do not reflect what the CM would reasonably expect to see in construction documents on a similar project:

- .1 The CM shall also describe and identify in writing specific examples of the deficiencies.
- .2 The CM shall immediately meet to discuss the Opinion with the Contracting Authority, Owner, and A/E. The Contracting Authority and Owner will thereafter determine an appropriate course of action, which may include the A/E’s revision and resubmission of the provisional Construction Documents and the CM’s re-evaluation of them.
- .3 The CM shall not proceed with its services under **Section 2.6.5** until further notice from the Owner.

#### **2.6.5** CM’s Construction Documents Submission.

**2.6.5.1** Within 14 days after completion of the activities described under **Section 2.6.4**, and based on the provisional Construction Documents and other Owner-provided information, the CM shall prepare the following documents and submit them to the Contracting Authority, Owner, and A/E:

- .1 an updated Staffing Plan;
- .2 an updated Project Schedule;
- .3 a fully developed Construction Progress Schedule;
- .4 a fully developed submittal schedule;
- .5 a detailed estimate of the Construction Cost (“CM’s Construction Documents Estimate”) which shall include reasonable contingencies for design, bidding, and price escalation;
- .6 a detailed constructability review of the Construction Documents;
- .7 a revised cash-flow forecast for the Project; and
- .8 a fully developed Site Logistics Plan.

**2.6.5.2** If the CM’s Construction Documents Estimate exceeds the Construction Budget or varies from the A/E’s construction documents estimate by more than 5 percent of that estimate, the Contracting Authority may require the CM to immediately work with the A/E to develop viable proposals to reconcile the estimates with each other and the Construction Budget. The CM will present those proposals as an addendum to its Construction Documents Stage Submission.

**2.6.5.3** If the Project is administered using the State's web-based project management software, the CM shall create and submit the CM's Construction Documents Stage Submission to the Contracting Authority, Owner, and A/E through the "Design Review" business process.

**2.6.6** Construction Documents Review.

**2.6.6.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Construction Documents and the CM's Construction Documents Stage Submission, the Contracting Authority, Owner, A/E, and CM shall meet to discuss the submissions and reach agreement on any Owner-authorized adjustments to the Approved Program of Requirements, Project Schedule, or Construction Budget and any necessary clarifications of the provisional Construction Documents and the CM's Construction Documents Stage Submission.

**2.6.6.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the A/E and CM shall revise their respective Construction Documents submissions to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to each other, the Owner, and Contracting Authority.

**2.6.6.3** When the Contracting Authority and Owner approve the revised Construction Documents submissions and sign the related Design Review Acceptance form, the revised Construction Documents submissions shall become the final Construction Documents.

**2.7 Government Approvals**

**2.7.1** Plan Approval.

**2.7.1.1** The CM shall assist the A/E to secure the required structural, plumbing, HVAC, and electrical plan approvals.

**2.7.1.2** The CM shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The CM shall schedule the State Fire Marshal or local fire authority for the life safety inspection. The CM shall give the A/E, Contracting Authority, and Owner reasonable notice of the dates and times arranged for inspections.

**2.7.2** Local Permits.

**2.7.2.1** The CM shall attend all intermediate and final inspections required for any local permit applicable to the Work.

**2.7.3** National Pollutant Discharge Elimination System ("NPDES") Storm Water General Permit.

**2.7.3.1** The A/E shall secure the NPDES general permit. The CM shall be a "co-permittee" if required under Applicable Law.

~~**2.7.4** If the Project is administered using the State's web-based project management software, the A/E shall document transmission of government-approved Construction Documents and any changes or revisions to the Contracting Authority, Owner, CM, and Contractors, through the "Transmittal" business process, with physical copies sent to their offices.~~

**2.8 Bidding and Award Stage**

**2.8.1** Obtaining Bids.

**2.8.1.1** The CM, with assistance of the A/E, shall develop and make recommendations for bidding criteria, bidding schedules, and bidding information and develop Bidders' interest in the Project.

**2.8.2** Bid Packages.

**2.8.2.1** The CM, or its designee (e.g., its reprographer), with assistance of the A/E, shall assemble and distribute the Contract Documents to prospective Bidders, Contracting Authority, Owner, and other appropriate persons, including any applicable local or regional plan room organizations.

**2.8.3** Pre-bid Conference.

**2.8.3.1** The CM, with assistance of the A/E, shall conduct pre-bid conference(s) with prospective Bidders to familiarize Bidders with the Contract Documents, including any special requirements of the Contract Documents.

**2.8.3.2** At the pre-bid conference(s), the CM, with assistance of the A/E, shall also familiarize prospective Bidders with requirements of equal employment opportunity, prevailing wage, EDGE, Drug Free Safety Program, campaign contribution limits, ethics compliance, Sustainability Requirements, an overview of the State's electronic bidding

software if applicable, an overview of the State's web-based project management software if applicable, and other requirements, as necessary.

**2.8.3.3** The A/E shall respond to questions from the pre-bid conference(s), and the CM shall prepare and issue pre-bid conference minutes, attached to one or more written Addenda issued by the A/E, with assistance of the CM, within 5 days of the conference.

**2.8.4** Bid Review.

**2.8.4.1** The CM, with assistance of the A/E and in accordance with Applicable Law, shall review all Bids received for responsiveness, investigate the responsibility of Bidders, and deliver a written recommendation to the Contracting Authority about the award, or rejection, of any Bid or Bids for each contract for the Project.

**2.8.4.2** In making the recommendation, the CM, with assistance of the A/E, shall evaluate all applicable Alternates referenced in the Contract Documents.

**2.8.5** Substitutions.

**2.8.5.1** Substitutions shall be considered by the A/E.

**2.8.6** Pre-award Conferences.

**2.8.6.1** The CM, with assistance of the A/E, shall conduct pre-award conferences with apparent successful Bidders and shall assist the Contracting Authority gather documentation for contract execution from such Bidders.

**2.8.6.2** Upon failure of a Bidder to provide such documentation in a timely manner, the CM, in conjunction with the A/E, shall assist the Contracting Authority in considering whether an extension of time for submitting such documentation is appropriate.

**2.8.7** Subcontractor and Material Supplier Review.

**2.8.7.1** The CM, in conjunction with the A/E, based upon review of the Contract Documents, any past experience, and reasonable inquiry, shall participate in investigating any Subcontractor or Material Supplier proposed by any Contractor and recommend approval or disapproval.

**2.8.7.2** After receiving original or amended **Subcontractor and Material Supplier Declaration** forms from a Contractor, the CM shall verify that the forms are complete and deliver them to the A/E and Contracting Authority.

**2.8.7.3** If the CM finds the forms are incomplete, the CM shall return them to the Contractor with no action and identify corrective action the Contractor shall perform prior to resubmitting the forms. If the CM returns such incomplete forms to the Contractor, the Contractor shall resubmit the forms with revisions complying with the corrective action identified by the CM.

**2.8.7.4** Upon the Contracting Authority's receipt of the forms, the CM, in conjunction with the A/E and Owner shall consult with the Contracting Authority in performing an initial review of each Subcontractor and Material Supplier listed.

**2.8.7.5** If the Project is administered using the State's web-based project management software, the CM shall review and recommend approval or disapproval to the Contracting Authority of each Subcontractor and Material Supplier through the "Subcontractor Supplier Declaration" business process.

**2.8.8** Over Budget Options.

**2.8.8.1** If the Construction Budget is exceeded by the total of the lowest responsive and responsible Bids and any legally negotiated prices for the Project, the Contracting Authority and Owner shall, at their option:

- .1 Approve in writing an increase in the Construction Budget and rebid the Project;
- .2 Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget;
- .3 Abandon the Project, in whole or in part, and terminate this Agreement; or
- .4 Cooperate in the revision of the Project Scope as defined in **Section 2.6.5.2** to reduce the actual cost of construction to the Construction Budget.

**2.8.8.2** If the Contracting Authority and Owner adopt the option in **Section 2.8.8.1.1** above and such increase in the Construction Budget is more than 10 percent, the CM may request, in writing, an adjustment to the Basic Fee.

**2.8.8.3** If the Contracting Authority and Owner adopt the option in **Section 2.8.8.1.4** above, the CM shall assist the A/E to appropriately modify the Approved Program of Requirements, the Project Schedule, and the Contract Documents and cooperate in any necessary bidding or negotiation without additional charge.

**2.8.9 Further Revisions to Cost Estimate and Project Schedule.**

**2.8.9.1** If necessary, the CM shall inform the A/E, Contracting Authority, and Owner of the need for any adjustments in the Construction Budget and the Project Schedule.

**2.8.9.2** Upon approval of the Contracting Authority and Owner of any such adjustments, the CM, with assistance of the A/E, shall prepare a revised Construction Budget or a revised Project Schedule, as applicable, incorporating such adjustments, obtain the Owner's signature thereon, and deliver the signed, revised Construction Budget or Project Schedule to the Contracting Authority.

**2.8.10 Conformed Documents.**

**2.8.10.1** During the entire bidding and award Stage, the A/E shall incorporate all Addenda information into the Contract Documents; and between the date that the Contracting Authority issues a Notice of Intent to Award for the first construction contract for the Project and the effective date of the first construction contract Notice to Proceed, the A/E shall provide updated Contract Documents that conform in every regard to the documents originally issued for bidding purposes plus all of the information in all Project Addenda and accepted Alternates ("Conformed Documents").

**2.8.10.2** The A/E shall issue the Conformed Documents to the successful Bidder(s) through the CM, upon award of their respective contracts.

**2.8.10.3** The A/E shall issue 1 set of Conformed Documents to the CM.

**2.9 Partnering**

**2.9.1** The CM shall, prior to construction of the Project, participate in the creation and implementation of a partnering arrangement, and shall participate in partnering meetings with the Contracting Authority, Owner, appropriate Consultants, CM's field representatives, A/E, Contractors, and other parties involved in the Project. Partnering meetings may be conducted during both the design and construction stages of the Project.

**2.9.2** The formation of a cohesive, mutually beneficial partnering arrangement among the Contractors, Contracting Authority, CM, A/E, and Owner will accomplish the construction of the Project most effectively and efficiently. This arrangement draws on their collective strengths, skills, and knowledge to achieve a Project of the intended quality, within budget, and on schedule. To achieve that objective, participation in a partnering session is required for the following key stakeholders:

**2.9.2.1** Contracting Authority: Project Manager

**2.9.2.2** Owner: Primary representative

**2.9.2.3** CM: Project manager, project engineer if applicable, field representative, schedule manager if applicable, and estimator if applicable.

**2.9.2.4** A/E: Principal-in-charge, project manager, field representative, major consultants

**2.9.2.5** Contractors: Principal-in-charge, project manager, and superintendent

**2.9.2.6** Separate Contractors: Principal-in-charge, project manager, and superintendent

**2.9.2.7** Major Subcontractors (e.g., masonry, fire protection): Principal-in-charge, project manager or superintendent

**2.9.2.8** CxA, if applicable

**2.9.3** The purpose of the partnering arrangement is to build cooperative relationships between the Project's key stakeholders, avoid or minimize disputes, and nurture a more collaborative ethic characterized by trust, cooperation and teamwork. This arrangement is intended to produce a voluntary, non-binding, but formally structured agreement among the Project's key stakeholders, leading to an attitude that fosters risk sharing.

**2.9.4** To create and implement the partnering arrangement, the Project's key stakeholders shall meet prior to the construction of the Project for developing a partnering agreement. The arrangement should be comprehensive and focus on all issues necessary for successful completion of the Project, and shall identify common goals and objectives, develop a problem solution process, an Alternative Dispute Resolution ("ADR") strategy, and an implementation plan for the partnering arrangement.

**2.9.5** Formal contractual relations, responsibilities, and liabilities are not affected by any partnering arrangement. The cost associated with establishing this partnership shall be included as a Reimbursable Expense in the CM Agent Agreement. The CM shall include in its Basic Fee the resources necessary to participate in the partnering meetings.

**2.9.6** Partnering services may extend over the entire period of performance of the Project and may include intervention or project realignment services to be utilized if serious disputes arise. The Project's key stakeholders should agree, during the initial partnering session, to the types of situations and circumstances in which intervention or realignment services shall be utilized.

**2.9.6.1** If realignment or intervention services are utilized, partnering facilitators shall not be called as witnesses in any litigation, mediation, or quasi-judicial proceeding.

## **ARTICLE 3 - CONSTRUCTION AND CLOSEOUT**

### **3.1 Duration; Extent, Access**

**3.1.1** Unless the Contracting Authority agrees otherwise in writing, the Construction Stage will commence with the Contracting Authority's issuance of the Notice to Proceed and will terminate upon Final Acceptance of the Project.

**3.1.2** The CM shall have access, at all times, to the Project whenever any Work is in preparation or in progress.

### **3.2 Progress of the Project**

**3.2.1** The CM, with assistance of the A/E, shall record the progress of the Project and provide written reports to the Contracting Authority and the Owner on a monthly basis, unless otherwise agreed in writing. Such reports shall include, but are not limited to, information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion.

**3.2.1.1** If the Project is administered using the State's web-based project management software, the CM shall issue written reports to the Contracting Authority, the Owner, the A/E, and each Contractor through the "Field Reports" business process.

**3.2.2** The CM shall keep a log containing a daily record of weather, number of workers on site for each Contractor, identification of equipment, work accomplished, problems encountered and other similar relevant data.

**3.2.3** The CM shall provide for the maintenance at the Project site, on a current basis, of records of all Contracts, Drawings, Specifications, Shop Drawings, Product Data, Samples, purchase orders, materials, equipment, maintenance and operating manuals and instructions, and other construction-related documents, including all revisions.

**3.2.4** The CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations to the extent certified by a qualified surveyor or professional engineer and any test results, make all such records available to the A/E, the Contractors, the Contracting Authority, and the Owner at all times and at the completion of the Project deliver all such records to the Owner.

### **3.3 Construction Progress Schedule**

**3.3.1** The CM, with the cooperation of the Contractors, shall prepare the Construction Progress Schedule in accordance with the Standard Requirements.

**3.3.2** The CM shall provide copies of the Construction Progress Schedule and schedule of submittals to the A/E, the Contracting Authority, and the Owner, and shall, with assistance of the A/E, incorporate the approved Construction Progress Schedule and schedule of submittals into the Project Schedule.

**3.3.3** The CM shall ensure that the Project Schedule includes a Critical Path for the Project and provides for each scope of Work including, but not limited to, phasing of construction, times for commencement and completion required of each Contractor, ordering and delivery of materials requiring long lead-times.

**3.3.4** The CM shall require each Contractor to provide records for any materials that require long lead-time and to certify to the CM that the Contractor has ordered such materials for timely delivery to the Project.

**3.3.5** If requested by the Owner, the CM shall provide a priority of occupancy in accordance with the Standard Requirements.

**3.3.6** The CM shall review the sufficiency of the Contractors' workforce and the number and types of equipment assigned and provided by each Contractor to the Project, and shall make recommendations to the Contracting Authority and the Owner about the adequacy of such workforce and equipment.

**3.3.7** The CM shall periodically inform the A/E, the Contracting Authority and the Owner of the need to update the Project Schedule as required to show current conditions, including, but not limited to, conformance to the Construction Schedule, as updated from time to time.

**3.3.7.1** If such conditions indicate that Milestone completion dates shown on the Project Schedule may not be met, the CM shall recommend corrective action to the A/E, the Contracting Authority and the Owner and carry out the directions of the Contracting Authority so that the Milestone completion dates may be met, unless the Contracting Authority and the Owner agree in writing to revise the Milestone completion dates.

**3.3.8** The A/E shall review the Construction Progress Schedule for conformance with the Contract Documents, provide a copy of the Construction Progress Schedule and schedule of submittals to the Contracting Authority and the Owner.

**3.3.8.1** If the Project is administered using the State's web-based project management software, the CM shall create and submit the initial and all updates of the Construction Progress Schedule to each Contractor, the A/E, the Contracting Authority and the Owner, through the "Schedule Approvals" business process.

### **3.4 Meetings**

**3.4.1** The CM shall schedule, conduct, and participate in weekly progress meetings with the A/E, Contracting Authority, Owner, appropriate Consultants, Contractors, Subcontractors, and any other parties involved in the Project to discuss such matters as procedures, progress, problems, and scheduling.

**3.4.1.1** The CM shall prepare and distribute written agendas and minutes of all progress meetings to the Contracting Authority, Owner, Contractor, and any other parties involved. The CM shall not delegate the duty to prepare such agendas and minutes and shall distribute the written minutes of each meeting within 3 business days after the meeting.

**.1** If the Project is administered using the State's web-based project management software, the CM shall distribute meeting agendas and minutes to each Contractor, the A/E, the Contracting Authority, and the Owner through the "Meeting Minutes" business process and document issues identified during progress meetings that require resolution by one or more construction participants through the "Action Items" business process.

**3.4.1.2** The CM shall attach the minutes of each progress meeting to each Contractor's weekly written report as submitted to the CM, describing progress on each Contractor's and its Subcontractors' past, current, and upcoming activities.

**3.4.1.3** The minutes of each progress meeting shall reflect any objection made to the minutes of the previous meeting and any response.

**3.4.1.4** The CM shall notify the A/E, each Contractor, and other Persons involved in the Project of the time and place of the progress meetings that shall thereafter be the same day and hour of the week for the duration of the Project, unless the CM notifies the Contractors and other persons involved in the Project of a different day and hour at least 2 days in advance.

**3.4.2** The CM shall schedule, conduct, and participate in preconstruction, quality control, pre-installation, and special meetings with the A/E, Contracting Authority, Owner, appropriate Consultants, Contractors, Subcontractors, and any other parties involved in the Project.

**3.4.3** The CM shall schedule and conduct a weekly coordination meeting for the Contractors and appropriate Subcontractors in accordance with the General Conditions.

**3.4.4** The CM shall participate in a pre-closeout conference conducted by the Contracting Authority to familiarize the Contractors with Closeout requirements and procedures, including any special requirements of the Contract Documents.

### **3.5 General Duties**

**3.5.1** The CM shall notify, advise, and consult with the A/E, the Contracting Authority, and the Owner and protect the State against Defective Work throughout the completion of the Project, which includes a period of 1 year after Final Acceptance.

**3.5.2** The CM shall provide administration of the Project, scheduling of the Work and coordination of the Contractors and any other persons on the site of the Project.

**3.5.3** The CM shall assist the prevailing wage coordinator for the Project, including but not limited to posting current wage rates at a convenient location on the Project site.

**3.5.4** Unless otherwise waived in writing by the Contracting Authority and the Owner, the CM shall maintain a competent, full-time staff at the Project at all times that Work is in preparation or progress on the Project and shall establish and implement on-site organization and authority so that the Work on the Project may be accomplished timely and efficiently.

**3.5.5** The CM's duties shall not, and shall not be deemed to, require the CM to undertake any of the Contractors' responsibilities.

**3.5.6** The CM shall require each Contractor to submit its safety program.

**3.5.6.1** The CM shall review each Contractor's safety program for the purpose of coordinating them with each other.

**3.5.6.2** The CM's responsibilities to coordinate the Contractors' safety programs shall not require the CM to control the acts of Contractors, Subcontractors, or other persons not employed by the CM.

**3.5.7** The special inspections indicated in the current edition of the Ohio Building Code ("OBC") Chapter 1704 are not included as Basic Services; however, in the event such special inspections are required as a condition of the Plan Approval issued by the Building Authority having jurisdiction for the Project, the CM shall provide coordination and scheduling of special inspection services provided by the A/E, between the A/E and the Contractors, as part of the CM's Basic Services.

### **3.6 Investigation of Conditions for Renovation or Remodeling**

**3.6.1** For renovation and remodeling, the CM, with assistance of the A/E and as portions of the Project become accessible, shall investigate existing conditions, and verify the accuracy of information provided by the Owner about such existing conditions.

### **3.7 Interpretations**

**3.7.1** The CM shall receive, review for completeness, and refer all valid Contractor's Requests for Interpretation ("RFI") to the A/E. Incomplete RFIs shall be returned by the CM to the Contractor with a request to clarify the question or provide additional information.

**3.7.2** The A/E shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work on the Project.

**3.7.3** The CM shall forward or return a Contractor's Request for Interpretation within 1 day of receiving the RFI.

**3.7.4** The A/E shall deliver all interpretations to the Contracting Authority, the Owner, the CM, and each Contractor.

**3.7.5** The CM shall keep a log of all RFIs and their respective responses.

**3.7.6** If the Project is administered using the State's web-based project management software, the CM shall receive and forward RFIs to the A/E, the Contracting Authority, the Owner, and the Contractor through the "Request for Interpretations" business process.

### **3.8 Differing Site Condition Investigation**

**3.8.1** Promptly after receiving notice of a Differing Site Condition from the Contractor, the CM, with assistance of the A/E, shall investigate to determine whether the Contractor has encountered a Differing Site Condition.

**3.8.2** The CM shall give written notice of its determination to the Contracting Authority, the A/E, and the Contractor within 10 days after completing the investigation.

**3.8.3** If the CM determines that the Contractor has encountered a Differing Site Condition, the A/E shall prepare (as appropriate) a resulting Change Order or a Change Directive through which the Contracting Authority may convey its disagreement with the CM's determination.

### **3.9 Coordination Drawings**

**3.9.1** The CM shall assist the A/E review the Coordination Drawings to determine whether the Coordination Participants achieved the goals established in the coordination meetings.

**3.9.2** If the Project is administered using the State's web-based project management software, the CM shall receive and forward Coordination Drawings to the A/E and the CxA using the "Submittals" business process.

### **3.10 Submittal Review**

**3.10.1** The CM shall receive, review for completeness and responsiveness the Contractors' submittals such as Shop Drawings, Product Data, and Samples and shall deliver them to the A/E for review as provided in the Standard Requirements.

**3.10.2** If the Project is administered using the State's web-based project management software, the CM shall receive and forward submittals to the A/E and the CxA, and reviewed submittals to the Contractor, using the "Submittals" business process.

### **3.11 Additional Tests and Inspections**

**3.11.1** The CM shall advise and consult with the A/E and Contracting Authority during the Construction Stage as to the need for any special testing, inspections, or approval of Work on the Project.

### **3.12 Change Order Procedure**

#### **3.12.1 Paperwork Consolidation.**

**3.12.1.1** Related Contract modifications, with the same or similar justification (e.g., Owner Request or field resolution), may be consolidated into the same change-related document.

**3.12.1.2** Add and deduct Contract modifications, with the same or similar justification, may be included on the same Change Order.

**3.12.1.3** Contract modifications resulting from errors or omissions shall not be combined with other modifications.

#### **3.12.2 Change Order Numbering.**

**3.12.2.1** The CM, in consultation with the A/E, shall assign a number to each Modification, which shall uniquely identify it.

**3.12.2.2** The CM shall not duplicate or reuse any number throughout the Project or reuse assigned numbers for Proposal Requests that are initiated but cancelled in process.

**3.12.2.3** The number for each Change Order shall be coordinated with any associated Proposal Request or Change Directive.

**3.12.2.4** The same sequence of numbers may be utilized for multiple Contracts, if the associated change in the Work involves multiple trades.

**3.12.3 Modification Log.** The CM shall create and maintain a Modification Log for the Project, which shall contain the following minimum information:

**3.12.3.1** number of the Modification;

**3.12.3.2** a brief description of the Modification;

**3.12.3.3** cost of the Modification;

**3.12.3.4** schedule impact of the Modification; and

**3.12.3.5** dates sent to, and received from, the parties.

#### **3.12.4 Reconciliation of Unit Price Items.**

**3.12.4.1** The Contracting Authority may increase, decrease, or delete entirely the scheduled quantities of Work to be performed and materials to be furnished by Change Order.

**3.12.4.2** The CM, with assistance of the A/E, shall issue a Change Order to reconcile the difference between scheduled and actual quantities of Work performed and materials furnished.

**3.12.4.3** If the actual quantity of a Unit Price item differs from the scheduled quantity by 20 percent or more, so that application of the Unit Price to the quantities of Work proposed would create an undue hardship on either the Owner or the Contractor, the CM, with assistance of the A/E, shall issue a Proposal Request and subsequent Change Order to adjust the Unit Price.

**3.12.4.4** If the actual quantity of a Unit Price item exceeds the scheduled quantity by 20 percent or more, the Contractor shall immediately notify the CM, who shall issue a Change Directive and subsequent Change Order to authorize an adjustment in the scheduled quantity, with assistance of the A/E.

#### **3.12.5 Change Orders.**

**3.12.5.1** The CM shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order form to the Contractor for signature.

**3.12.5.2** If the Contractor is in agreement with the Change Order, the Contractor shall sign and return the Change Order to the CM, who shall recommend approval by signing and forwarding the Change Order and the revised Change Order Log to the A/E.

**3.12.5.3** When the A/E receives the Change Order signed by the Contractor and the CM, the A/E shall recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

**3.12.5.4** If the Project is administered using the State's web-based project management software, the CM shall prepare and recommend Change Orders for approval, using the "Change Order" (~~Agency/Higher Education~~) or "Contract Modifications" (~~School Facilities~~) business process.

### **3.12.6 Proposal Requests.**

**3.12.6.1** The A/E shall prepare Proposal Requests with estimated costs and other necessary documentation seeking Proposals from the Contractor for adjustments of the Contract Sum or the Contract Times, or both, associated with potential and proposed changes in the Work, and submit Proposal Requests to the CM for review.

**3.12.6.2** If the Project is administered using the State's web-based project management software, the CM shall receive and distribute Proposal Requests using the "Change Order" (~~Agency/Higher Education~~) or "Contract Modifications" (~~School Facilities~~) business process with the "Proposal Request" workflow.

### **3.12.7 Request for Change Order.**

**3.12.7.1** The Contractor may initiate a change in the Work by submitting written notice to the CM accompanied by a Proposal. The CM shall promptly evaluate the Request for Change Order and submit a written recommendation to the A/E, the Contracting Authority, and the Owner.

**3.12.7.2** If the Project is administered using the State's web-based project management software, the CM shall respond to the Contractor's Request for Change Order using the "Change Order" (~~Agency/Higher Education~~) or "Contract Modifications" (~~School Facilities~~) business process.

## **3.13 Change Directives**

**3.13.1** A Change Directive may, if necessary:

**3.13.1.1** State a proposed basis for adjustment, if any, in the Contract Sum or Contract Times, or both; or

**3.13.1.2** Limit the scope of the change in the Work by a fixed adjustment of the Contract Sum.

**3.13.2** If a change in the Contractor's Work must start immediately to avoid an imminent impact to the schedule of the Project, the CM shall prepare a Change Directive, for the A/E, Contracting Authority, and Owner's signatures pursuant to **Section 3.13.1**, authorizing the Contractor to proceed.

**3.13.3** A Change Directive shall be used to direct a change in a Contractor's Work in the absence of total agreement on the terms of a Change Order.

**3.13.4** If the Project is administered using the State's web-based project management software, the CM shall prepare and recommend Change Directives for approval, using the "Change Order" (~~Agency/Higher Education~~) or "Contract Modifications" (~~School Facilities~~) business process with the "Change Directive" workflow.

## **3.14 Orders for Minor Changes in the Work**

**3.14.1** The A/E may order minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents.

**3.14.2** The A/E shall issue orders for minor changes in the Contractor's Work by written order to the Contractor. The CM shall keep a log of all Orders for Minor Change in the Work.

**3.14.3** If the Project is administered using the State's web-based project management software, the A/E shall prepare and recommend Orders for Minor Changes in the Work for approval, using the "Action Items" business process.

## **3.15 Claims Analysis**

**3.15.1** The CM, in consultation with the A/E and Contracting Authority, shall respond to the Contractor's written notice of a Claim within a reasonable time of receipt, but not to exceed 10 days.

**3.15.2** The CM shall review each Contractor Claim, prepare a written analysis of its content, and submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim. The written analysis shall include:

**3.15.2.1** A narrative of the CM's examination of the facts giving rise to the Claim;

**3.15.2.2** Identification of relevant Contract Documents and language;

**3.15.2.3** An analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including, but not limited to, the issues of entitlement to, and calculation of, adjustments of the Contract Sum, Contract Times, or both;

**3.15.2.4** An analysis of claimed additional labor, materials, and equipment for the scope of the Work items described;

**3.15.2.5** An analysis of any time extension for any interference, disruption, hindrance, impact, or delay claimed (to include the calculation of any concurrent delays affecting entitlement);

**3.15.2.6** A concluding opinion regarding the Contractor's entitlement to, and the appropriateness and reasonableness of all, or any part of, the Claim; and

**3.15.2.7** An appendix containing copies of contemporaneous documentation supporting the concluding opinion.

**3.15.3** The CM and the A/E shall attend dispute resolution meetings convened by the Contracting Authority related to each Claim.

### 3.16 Project Costs

**3.16.1** The CM shall monitor Project cost accounting records on Work performed by the Contractors under unit costs, actual costs for labor and materials, or other appropriate basis. The CM shall afford the Contracting Authority and the Owner access to these records at all times.

### 3.17 Schedule of Values

**3.17.1** The Contractor shall submit to the A/E, through the CM, a Schedule of Values with separate amounts shown for labor and materials for each branch of the Contractor's Work.

**3.17.2** The CM may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements set forth in the Standard Requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the CM determines that it conforms to the requirements in the General Conditions.

**3.17.3** If the Project is administered using the State's web-based project management software, the CM shall receive and process the Contractor's Schedule of Values, using the "Contract Schedule of Values" business process.

### 3.18 Payments

**3.18.1** The Contractor may submit a Contractor Payment Request to the A/E through the CM each month or upon another interval approved by the Contracting Authority. When the rate of Work and amount involved is sufficient that it is considered appropriate by the Contracting Authority, the Contractor may submit Contractor Payment Requests twice a month.

**3.18.1.1** If the Project is not administered using the State's web-based project management software, the Contractor shall submit 1 draft copy of its Contractor Payment Request ("Pencil Copy") to the A/E through the CM not less than 1 week prior to submitting multiple copies of its Contractor Payment Request.

**3.18.1.2** The CM shall review the Pencil Copy and provide comments to the Contractor within 3 days of receiving it.

**3.18.1.3** The Contractor shall incorporate the CM's comments into its Contractor Payment Request prior to submitting multiple copies for payment.

**3.18.2** Based upon the CM's review of the applicable Work and evaluations of the Contractor Payment Request, the CM shall review and approve, modify, or reject the amounts shown on such Payment Request as being due to the Contractor.

**3.18.3** The CM may request, from a Contractor, additional documentation in connection with each payment to the Contractor.

**3.18.4** Each Contractor Payment Request that the CM determines that it will recommend shall be signed by the CM and delivered to the A/E.

**3.18.5** The CM may recommend to the Contracting Authority that payments be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request.

**3.18.6** If the Project is administered using the State's web-based project management software, the CM shall receive and recommend the Contractor's Contractor Payment Request for approval, using the "Contractor Pay Request" (~~Agency/Higher Education~~) or "Applications for Payment" (~~School Facilities~~) business process.

### 3.19 Substantial Completion

**3.19.1** Within 3 business days of receipt of the Contractor's request for the Substantial Completion inspection of the Work, the A/E shall notify the Contractor, through the CM, of acceptance or rejection of the request, stating reasons for any rejection.

**3.19.2** Within 7 days of its acceptance of a Contractor's request, the CM shall assist the A/E conduct the A/E's Review to determine whether the Contractor's Work, or the designated portion, is Substantially Complete.

**3.19.3** The A/E shall notify the CM, requesting Contractor, Contracting Authority, and Owner of the scheduled time of the Substantial Completion inspection.

**3.19.4** If the A/E determines that the Work is Substantially Complete, within 3 business days after the Substantial Completion inspection, the A/E shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("A/E's Punch List") and issue it through the CM. The A/E's Punch List shall include **(1)** the items on the applicable Contractor's Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and **(2)** comments from the CM, Contracting Authority, and Owner.

**3.19.4.1** If the Project is administered using the State's web-based project management software, the CM shall receive and forward the Contractor's Punch List to the A/E, and distribute the A/E's Punch List, using the "Punch List" business process.

**3.19.5** If the A/E accepts a Contractor's request for the A/E's Review of the Work and subsequently reasonably determines that the Work is not in conformity with the Contract Documents, the CM and the A/E may request compensation for expenses related to excessive Punch List activities.

### 3.20 Partial Occupancy

**3.20.1** The A/E, in coordination with the CM, shall assist the Contracting Authority and the Owner in determining dates of Partial Occupancy of the Work or portions thereof designated by the Owner, and shall assist in obtaining any certification required by Applicable Law.

**3.20.1.1** The CM shall review any lists prepared by the A/E of incomplete or unsatisfactory Work and prepare schedules for the completion or correction of such Work.

**3.20.2** Before the Owner commences Partial Occupancy, the A/E shall process a Certificate of Substantial Completion for the designated area listing incomplete or Defective Work under the Contract for approval of the Contracting Authority.

**3.20.2.1** If the Project is administered using the State's web-based project management software, the A/E shall process the partial Certification of Contract Completion, using the "Closeout - Contractor" business process.

### 3.21 Contract Completion

**3.21.1** Within 3 business days of receipt of the applicable Contractor's notice that all Punch List items have been completed, the CM shall assist the A/E to complete a Final Inspection of the Work for compliance with the Contract Documents.

**3.21.2** If multiple inspections of items on the A/E's Punch List are required because of the Contractor's failure to properly and timely complete them, the CM may request compensation for expenses related to excessive Punch List activities.

**3.21.3** Upon execution of a Certificate of Contract Completion, the A/E shall receive, review for conformity with the requirements of the Contract Documents, and transmit to the CM any affidavits, for transmittal to the Contracting Authority, and the A/E shall turn over to the Owner any keys, manuals and the originals of any guarantees, warranties, releases, bonds, and waivers.

**3.21.4** The A/E shall transmit a copy of any guarantees, warranties, releases, bonds, and waivers to the Contracting Authority through the CM.

### 3.22 Record Documents

**3.22.1** The CM shall receive the As-Built Documents submitted by each Contractor and forward them to the A/E.

**3.22.2** The A/E shall furnish to the Owner, through the CM, one set of Record Documents in the form of paper documents and one set in the form of electronic files.

**3.23 Post-Occupancy**

**3.23.1** During the Correction Period, the CM shall work with the Contracting Authority, Owner, A/E, and Contractor to investigate suspected Defective Work and to design and coordinate its repair or completion. The Owner shall not be obligated to compensate the CM for the CM's performance of the CM's services under this **Section 3.23.1** unless it has been determined that the Defective Work was not the result of the CM's failure to meet its obligations under the Agreement.

**3.23.2** The CM shall participate in a walk-through of the Project with the Owner and the A/E one month prior to the expiration of each Correction Period. The CM shall consult with the A/E and the Owner to address any issue identified in the walk-through according to the procedures specified in the General Conditions. The A/E shall notify the Contractor of such defects in writing with a request that the Contractor correct the deficient Work, prior to the end of the Correction Period.

**END OF DOCUMENT**

Version Control Document