

**Exhibit B.2 - Consultant Scope of Services (A/E - General Contracting)**  
**State of Ohio Professional Services Agreements for Public Facility Construction**

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**ARTICLE 1 - BASIC SERVICES**

**1.1 Description**

Northeast Reintegration Center is a correctional facility operated by the Ohio Department of Rehabilitation and Corrections located at 2675 E 30TH ST, CLEVELAND OH 44115-3000

- 1.1.1** . The project consists of the following:
- 1.1.1.1** The flow of the serving line needs improved;
  - 1.1.1.2** Redo 2 coolers indoors including mechanicals;
  - 1.1.1.3** Redo 1 indoor freezer with mechanicals;
  - 1.1.1.4** Replace mechanicals on 1 outdoor freezer; and
  - 1.1.1.5** Replace 2 store front doors on the front of food service with aluminum door frames

- 1.1.2** A preliminary Program of Requirements (“POR”) has been prepared by the State. The Consultant shall further develop this POR including possible space allocation revisions.
- 1.1.3** The project delivery method for this Project shall be General Contracting
- 1.1.4** The Construction Budget is \$ 600,000

**ARTICLE 2 - SCOPE OF SERVICES**

**2.1 Schedule of Services**

- 2.1.1** The anticipated target dates for the Project are as follows:
- |  |            |
|--|------------|
| Selection of Consultant                          | 11/04/2022 |
| Fee Proposal to the State (by selected firm)     | 11/18/2022 |
| Signed Agreement                                 | 01/17/2023 |
| Schematic Design / Design Development Submission | 04/17/2023 |
| Construction Documents issued for Bids           | 05/17/2023 |
| Construction Contract Award                      | 08/15/2023 |
| Completion of Construction                       | 02/11/2024 |
| Professional Services Completed                  | 04/11/2024 |

**2.2 Activities and Items Not Included**

- 2.2.1.1** NA

## 2.3 General

**2.3.1** Basic Services to be provided by the Consultant shall consist of the activities and stages set forth in **Article 2** through **Article 8**, inclusive, and include usual and customary architectural, civil, structural, mechanical, electrical, and landscape design and engineering services for the Project, and any necessary signage and graphics.

**2.3.2** The Consultant is identified in the General Conditions and other Contract Documents as the A/E.

## 2.4 Sustainability Requirements

**2.4.1** 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 resulting rules, policy, and procedures adopted by the Commission establishing Sustainability Requirements for Capital Improvements Projects, including applicable provisions of OAC 3318-3:

**2.4.1.1** The Consultant shall incorporate cost-effective, energy-efficient, green building practices to the maximum extent possible into the Project.

## 2.5 Consultation

**2.5.1** The Consultant shall schedule and attend regular meetings with the Contracting Authority and Owner. The Consultant shall consult with the Contracting Authority and Owner regarding Site use and improvements and the selection of materials, building systems, and equipment. The Consultant shall give recommendations to the Contracting Authority, Owner, and Consultant 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.

**2.5.1.1** The Consultant and appropriate Sub-consultants shall be present at the Site not less than 4 hours per week (excluding travel time to and from the Site) whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the State.

**2.5.2** At all appropriate times throughout performance of the Work, the Consultant shall contact, meet, consult, and otherwise coordinate with the Contracting Authority, Owner, governmental authorities with jurisdiction over the Project, and others for the purpose of facilitating the Project's design and construction.

## 2.6 Design Schedule

**2.6.1** Within 10 days after execution of this Agreement, or other period agreed with the Contracting Authority, the Consultant shall submit, for approval by the Contracting Authority and Owner, a Design Schedule for the performance of the Consultant's Services.

**2.6.2** The Design Schedule shall include allowances for reasonable periods required for review and approval of items by the Contracting Authority and Owner, and for approvals of governmental authorities having jurisdiction over the Project.

**2.6.3** Unless the Contracting Authority or Owner notify the Consultant of objections to the Design Schedule within 30 days of receipt thereof, the Contracting Authority and Owner shall be deemed to have approved the Design Schedule.

**2.6.4** The Consultant shall coordinate the Design Schedule with the Project Schedule.

**2.6.5** The Consultant shall not exceed or adjust the Design Schedule after its initial approval without the prior written consent of the Contracting Authority and Owner.

**2.6.6** The Consultant shall perform its Services in a timely manner consistent with the Project Schedule.

## 2.7 Project Schedule

**2.7.1** The Consultant shall provide and maintain a Project Schedule with a logical sequence of events coordinated with the Design Schedule; reasonable periods of time for the Contracting Authority, Owner, and Consultant to review the Contractor's deliverables and for the Contractor to revise and resubmit those deliverables; and sufficient detail to properly anticipate and monitor progress on the Project.

## ARTICLE 3 - PROGRAM VERIFICATION

### 3.1 Commencement

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

### 3.2 Organizational Meeting

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

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

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

**3.2.2.2** review the scope of the Consultant's Services and the responsibilities of each of the Consultant's key personnel involved in the Project;

**3.2.2.3** review and establish lines of communication between the Contracting Authority, Owner, and Consultant;

**3.2.2.4** develop a list of the Owner's Project-stakeholder representatives to be involved in the Program Verification Stage to inform development of the Program of Requirements; and

**3.2.2.5** review then-available information and documents which reflect the Owner's requirements and objectives for the Project including Project Schedule and Construction Budget requirements and objectives.

**3.2.3** Within 5 days after the organizational meeting is adjourned, the Consultant shall prepare and submit to the Contracting Authority and Owner:

**3.2.3.1** detailed minutes of the organizational meeting; and

**3.2.3.2** a proposed Project Schedule reflecting performance of the Consultant's Services and progression of the Project through award of the Contract to the Contractor.

- .1** The Contracting Authority, Owner, and Consultant 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.

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

### 3.3 General Requirements

**3.3.1** In addition to performing those Services required to comply with **Sections 2.4 and 2.5**, during the Program Verification Stage, the Consultant shall:

**3.3.1.1** identify the building type and research, analyze, and document relevant information specific to that type;

**3.3.1.2** meet and otherwise work with the Contracting Authority, Owner, Owner's Project-stakeholder representatives, and others with an interest in the Project to establish goals and objectives for the Project;

**3.3.1.3** gather, analyze, and document information relevant to the identified Project goals and objectives;

**3.3.1.4** identify and evaluate strategies to achieve the identified Project goals and objectives;

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

**3.3.1.6** meet with the Contracting Authority and Owner 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;

**3.3.1.7** identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;

**3.3.1.8** investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;

**3.3.1.9** notify the Owner of the need for professional services of any Separate Consultants required for the Project; and

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

### **3.4 Program Verification Submission**

**3.4.1** Based upon a mutual understanding of the Project's preliminary requirements, the Consultant shall prepare the Program Documents. The Consultant shall submit the provisional Program Documents to the Contracting Authority and Owner on or before the date identified in the Project Schedule for that submission.

**3.4.2** The provisional Program Documents shall be in the form of a written report, which may include graphics, but shall include:

**3.4.2.1** an executive summary of the Program Documents;

**3.4.2.2** a narrative description of the Project and design goals;

**3.4.2.3** a description of space requirements, including a listing of desired spaces and identification of each space's basic criteria such as dimensions, proportions, ceiling heights, and service, equipment, storage, utility, access, flexibility, configuration, security, adjacency, aesthetic, and other requirements;

**3.4.2.4** a description of planning and design criteria such as workstation, office/room standards; clustering and layout criteria; circulation criteria; applicable space-planning modules; dimensional criteria; building systems interface criteria; envelope criteria; accessibility requirements; and a description of performance criteria applicable to building components such as envelope, structure, interior construction, and mechanical, electrical, and plumbing systems;

**3.4.2.5** a preliminary estimate of Construction Cost ("Program Estimate") using area, volume or similar conceptual estimating techniques;

- .1** If the Program Estimate exceeds the Construction Budget by more than 5 percent, the Contracting Authority may require the Consultant to immediately develop viable proposals to reconcile the estimate with the Construction Budget. The Consultant will present those proposals as an addendum to the provisional Program Documents.

**3.4.2.6** a preliminary evaluation of the Program, Project Schedule, and Construction Budget requirements, each in terms of the other including a description of the distribution of the Construction Budget between major Project components, contingencies, and other categories the Contracting Authority may designate;

**3.4.2.7** preliminary recommendations regarding selection of materials, building systems, and equipment;

**3.4.2.8** a review of feasible alternative approaches to design and construction of the Project, if any, including the estimated budget and schedule impacts of those alternative approaches;

**3.4.2.9** an identification of Applicable Law; and

**3.4.2.10** all other documents and information required under the **Minimum Stage Submission Requirements** attached as an exhibit to the **Agreement Form**.

**3.4.3** If the Project is administered using the State's web-based project management software, the Consultant shall submit the provisional Program Documents and any revisions through the "Program of Requirements" business process.

### **3.5 Program Documents Review**

**3.5.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Program Documents, the Contracting Authority, Owner, and Consultant shall meet to discuss the provisional Program Documents 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.

**3.5.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Consultant shall revise the Program Documents to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner and Contracting Authority.

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

## ARTICLE 4 - SCHEMATIC DESIGN

### 4.1 Commencement

**4.1.1** Unless the Contracting Authority directs otherwise in writing, the Schematic Design Stage will begin upon completion of the activities described under **Article 2**.

### 4.2 General Requirements

**4.2.1** In addition to performing those Services required to comply with **Sections 3.3** and **3.4**, during the Schematic Design Stage, the Consultant shall:

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

**4.2.1.2** meet with the Contracting Authority and Owner at intervals acceptable to the Contracting Authority and Owner, to review drawings and other documents which depict the current status of the Schematic Design Stage of the Project;

**4.2.1.3** further evaluate and refine the Approved Program of Requirements;

**4.2.1.4** identify all issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;

**4.2.1.5** investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;

**4.2.1.6** notify the Owner of the need for and assist the Owner in selecting, retaining, and coordinating the professional services of any Separate Consultants required for the Project; and

**4.2.1.7** assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project.

### 4.3 Schematic Design Submission

**4.3.1** The Consultant shall submit the provisional Schematic Design Documents to the Contracting Authority and Owner on or before the date identified in the Project Schedule for that submission.

**4.3.2** The provisional Schematic Design Documents shall include:

**4.3.2.1** a conceptual site plan and preliminary building plans, sections, and elevations illustrating the Project's scale and the relationship of Project components to one another and the relationship of the Project to surrounding properties;

**4.3.2.2** if not noted on the drawings, a written description of preliminary selections of major building systems and construction materials;

**4.3.2.3** an estimate of Construction Cost ("Schematic Design Estimate") using area, volume or similar conceptual estimating techniques;

- .1** If the Schematic Design Estimate exceeds the Construction Budget by more than 5 percent, the Contracting Authority may require the Consultant to immediately develop viable proposals to reconcile the estimate with the Construction Budget. The Consultant will present those proposals as an addendum to the provisional Schematic Design Documents.

**4.3.2.4** cost evaluations of alternative building systems and construction materials;

**4.3.2.5** an identification of any unresolved issues related to compliance with Applicable Law;

**4.3.2.6** a written description of all modifications of the Approved Program of Requirements;

**4.3.2.7** if agreed in writing by the Contracting Authority, the Consultant will develop study models, perspective sketches, electronic modeling, or combinations of those media; and

**4.3.2.8** all other documents and information required under the **Minimum Stage Submission Requirements** attached as an exhibit to the **Agreement Form**.

**4.3.3** If the Project is administered using the State's web-based project management software, the Consultant shall submit the provisional Schematic Design Documents and any revisions through the "Design Review" business process.

#### 4.4 Schematic Design Documents Review

**4.4.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Schematic Design Documents, the Contracting Authority, Owner, and Consultant shall meet to discuss the provisional Schematic Design Documents and reach agreement on any Contracting Authority-authorized adjustments to the Approved Program of Requirements, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the Schematic Design Documents.

**4.4.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Consultant shall revise the Schematic Design Documents to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner and Contracting Authority.

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

### ARTICLE 5 - DESIGN DEVELOPMENT

#### 5.1 Commencement

**5.1.1** Unless the Contracting Authority directs otherwise in writing, the Design Development Stage will begin upon completion of the activities described under **Article 3**.

#### 5.2 General Requirements

**5.2.1** In addition to performing those Services required to comply with **Sections 4.3** through **4.4**, during the Design Development Stage, the Consultant shall:

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

**5.2.1.2** meet with the Contracting Authority and Owner at intervals acceptable to the Contracting Authority and Owner, to review drawings and other documents which depict the current status of the Design Development Stage of the Project;

**5.2.1.3** further evaluate and refine the Approved Program of Requirements;

**5.2.1.4** prepare and submit a sole-source justification letter describing any materials, products, or systems included in the Work that are only available from a single manufacturer, supplier, or contractor to the Contracting Authority for its approval in writing;

**5.2.1.5** resolve all issues related to compliance with Applicable Law (except to the extent stated otherwise in writing by the Consultant for necessary variances and waivers at the time of the Consultant's provisional Design Development Document submission) and participate in related meetings with government authorities that have jurisdiction over the Project;

**5.2.1.6** investigate existing conditions and verify the accuracy of Owner-provided information about existing conditions, as appropriate;

**5.2.1.7** notify the Owner of the need for and assist the Owner in selecting, retaining, and coordinating the professional services of any Separate Consultants required for the Project;

**5.2.1.8** assist the Owner with filing documents required for the approvals of governmental authorities with jurisdiction over the Project; and

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

#### 5.3 Design Development Submission

**5.3.1** The Consultant shall submit the provisional Design Development Documents to the Contracting Authority and Owner on or before the date identified in the Project Schedule for that submission.

**5.3.2** The provisional Design Development Documents shall include:

**5.3.2.1** plans, sections, elevations, typical construction details, and equipment layouts that illustrate and describe the refinement of the Project's design and the size and character of the Project in terms of architectural, structural, mechanical, plumbing, and electrical systems, materials, and other elements as may be appropriate;

**5.3.2.2** specifications sufficient to identify the quality and other characteristics of the proposed or selected materials, equipment, finishes, fixtures, and systems;

**5.3.2.3** a detailed estimate of Construction Cost (“Design Development Estimate”);

- .1** If the Design Development Estimate exceeds the Construction Budget by more than 5 percent, the Contracting Authority may require the Consultant to immediately develop viable proposals to reconcile the estimate with the Construction Budget. The Consultant will present those proposals as an addendum to the provisional Design Development Documents.

**5.3.2.4** a written description of all proposed or previously agreed upon Alternates, which description may be included in the specifications rather than as a separate document;

**5.3.2.5** a written description of all proposed or previously agreed upon Allowances;

**5.3.2.6** an identification of any unresolved issues related to compliance with Applicable Law;

**5.3.2.7** a written description of all modifications of the Approved Program of Requirements; and

**5.3.2.8** all other documents and information required under the **Minimum Stage Submission Requirements** attached as an exhibit to the **Agreement Form**.

**5.3.3** If the Project is administered using the State’s web-based project management software, the Consultant shall submit the provisional Design Development Documents and any revisions through the “Design Review” business process.

## **5.4 Design Development Documents Review**

**5.4.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Design Development Documents, the Contracting Authority, Owner, and Consultant shall meet to discuss the provisional Design Development Documents and reach agreement on any Contracting Authority-authorized adjustments to the Approved Program of Requirements, Project Schedule, Construction Budget, or Project Budget and any necessary clarifications of the Design Development Documents.

**5.4.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Consultant shall revise the Design Development Documents to reflect the adjustments and clarifications agreed upon in the review meeting (including any comments from the Ohio Homeland Security Infrastructure Protection and Technology Unit, which have been reviewed and approved by the Owner), and resubmit those documents to the Owner and Contracting Authority.

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

# **ARTICLE 6 - CONSTRUCTION DOCUMENTS**

## **6.1 Commencement**

**6.1.1** Unless the Contracting Authority agrees otherwise in writing, the Construction Documents Stage will begin upon the completion of the activities described in **Article 4**.

## **6.2 General Requirements**

**6.2.1** In addition to performing those services required to comply with **Sections 5.3** through **5.5**, during the Construction Documents Stage, the Consultant shall:

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

**6.2.1.2** meet with the Contracting Authority and Owner 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;

**6.2.1.3** update and re-issue the Project Schedule as necessary to keep the Contracting Authority and Owner apprised of the schedule’s current status;

**6.2.1.4** develop, prepare, and compile all forms and information needed to properly bid and complete the Project;

**6.2.1.5** 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;

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

**6.2.1.7** file documents required for approvals of governmental authorities with jurisdiction over the Project; and

**6.2.1.8** 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.

**6.2.2** During the Consultant's completion of the Construction Documents:

**6.2.2.1** The Consultant shall verify that the Drawings and Specifications include requirements and assignment of responsibilities for safety precautions and programs and for temporary facilities for common use of the Consultant and Contractor.

**6.2.2.2** The Consultant shall prepare the Drawings and Specifications to encourage competition except where otherwise required to comply with the Approved Program of Requirements.

**6.2.2.3** The Consultant shall identify areas that the Consultant recognizes as having incomplete documentation and uncoordinated multi-discipline Work.

**6.2.2.4** With the prior written consent of the Owner, the Consultant shall develop and include Alternates in the Construction Documents.

### **6.3 Construction Documents Submission**

**6.3.1** The Consultant shall submit the provisional Construction Documents to the Contracting Authority and Owner on or before the date identified in the Project Schedule for that submission.

**6.3.2** The provisional Construction Documents shall include:

**6.3.2.1** Drawings setting forth in detail the requirements for construction of the Project;

**6.3.2.2** Specifications prepared in accordance with the most-current CSI *MasterFormat* and that establish in detail the quality levels of all materials and systems required for the Project and include all stipulations pertaining to the furnishing and installation of the Work as required for completion of the Project;

**6.3.2.3** a Detailed Estimate of Construction Cost; and

- .1** If the Detailed Estimate of Construction Cost exceeds the Construction Budget by more than 5 percent, the Contracting Authority may require the Consultant to immediately develop viable proposals to reconcile the estimate with the Construction Budget. The Consultant will present those proposals as an addendum to the provisional Construction Documents.

**6.3.2.4** an updated Project Schedule.

**6.3.3** If the Project is administered using the State's web-based project management software, the Consultant shall create, approve, and submit the provisional Construction Documents and any revisions through the "Design Review" business process.

### **6.4 Construction Documents Review**

**6.4.1** After the Contracting Authority and Owner have had a reasonable period to review the provisional Construction Documents, the Contracting Authority, Owner, and Consultant shall meet to discuss the provisional Construction Documents and reach agreement on any Contracting Authority-authorized adjustments to the Approved Program of Requirements, Project Schedule, or Construction Budget and any necessary clarifications of the Construction Documents.

**6.4.2** Unless the Contracting Authority agrees otherwise in writing, within 5 business days after the review meeting, the Consultant shall revise the Construction Documents to reflect the adjustments and clarifications agreed upon in the review meeting, and resubmit those documents to the Owner, and Contracting Authority.

**6.4.3** When the Contracting Authority and Owner approve the revised Construction Documents and sign the related Design Review Acceptance form, the revised Construction Documents shall become the final Construction Documents, subject to **(1)** execution of an appropriate Modification to incorporate the adjustments into the Contract and **(2)** further revisions as provided in the General Conditions.



## **6.5 Government Approvals**

### **6.5.1 Plan Approval.**

**6.5.1.1** The Consultant shall secure the required structural, plumbing, HVAC, and electrical plan approvals.

**6.5.1.2** The Consultant shall attend all intermediate and final inspections required for any permit applicable to the Work including the life safety inspection for occupancy permits.

### **6.5.2 Local Permits.**

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

### **6.5.3 National Pollutant Discharge Elimination System (“NPDES”) Storm Water General Permit.**

**6.5.3.1** The Consultant shall secure the NPDES general permit by submitting a Notice of Intent (“NOI”) application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction. The Contractor shall be a “co-permittee” if required under Applicable Law.

**6.5.3.2** The Consultant shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.

**6.5.3.3** The Consultant shall prepare and process the required Notice of Termination (“NOT”) prior to Contract Completion.

## **ARTICLE 7 - BIDDING AND AWARD**

### **7.1 Obtaining Bids**

**7.1.1** The Consultant shall develop and make recommendations for bidding criteria, bidding schedules, and bidding information and develop Bidders’ interest in the Project.

**7.1.2** The Consultant shall prepare and issue Addenda as necessary to render interpretations and clarifications of the Contract Documents.

### **7.2 Bid Packages**

**7.2.1** The Consultant shall obtain all necessary prevailing wage determinations and shall include them in the Contract Documents.

**7.2.2** The Consultant, or its designee (e.g., its reprographer), shall assemble and distribute the Contract Documents to prospective Bidders, Contracting Authority, Owner, and other appropriate persons, including, but not limited to, any applicable local or regional plan room organizations.

**7.2.2.1** If the Project utilizes the State’s electronic bidding software, the Consultant or its designee shall provide the Contract Documents in PDF format to the Contracting Authority 1 business day before the first advertisement.

### **7.3 Pre-bid Conference**

**7.3.1** The Consultant shall conduct pre-bid conference(s) with prospective Bidders to familiarize Bidders with the Contract Documents, including any special requirements of the Contract Documents.

**7.3.2** At the pre-bid conference(s), the Consultant 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.

**7.3.3** The Consultant shall respond to questions from the pre-bid conference(s) by preparing and issuing pre-bid conference minutes attached to one or more written Addenda within 5 days of the conference.

### **7.4 Bid Review**

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

**7.4.2** In making the recommendation, the Consultant shall evaluate all applicable Alternates referenced in the Contract Documents.

## 7.5 Substitutions after Bid Opening

**7.5.1** The Consultant shall consider Requests for Substitutions after the bid opening only when the Contractor can conclusively demonstrate to the Consultant the following conditions:

**7.5.1.1** The specified Basis of Design Components, Acceptable Components, or Substitutions approved prior to the bid opening, through no fault of the Contractor or Contractor's Subcontractors and Material Suppliers, are not available; or

**7.5.1.2** The specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions will not perform as designed or intended.

## 7.6 Pre-award Conferences

**7.6.1** The Consultant shall conduct pre-award conferences with the apparent successful Bidder and shall assist the Contracting Authority gather documentation for contract execution from such Bidder.

**7.6.2** Upon failure of the apparent successful Bidder to provide such documentation in a timely manner, the Consultant shall assist the Contracting Authority in considering whether an extension of time for submitting such documentation is appropriate.

## 7.7 Subcontractor and Material Supplier Review

**7.7.1** The Consultant, 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.

**7.7.2** After receiving original or amended **Subcontractor and Material Supplier Declaration** forms from the Contractor, the Consultant shall verify that the forms are complete and deliver them to the Contracting Authority.

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

**7.7.4** Upon the Contracting Authority's receipt of the forms, the Consultant and Owner shall consult with the Contracting Authority in performing an initial review of each Subcontractor and Material Supplier listed.

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

## 7.8 Over Budget Options

**7.8.1** 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:

**7.8.1.1** Approve in writing an increase in the Construction Budget and rebid the Project;

**7.8.1.2** Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Construction Budget;

**7.8.1.3** Abandon the Project, in whole or in part, and terminate this Agreement; or

**7.8.1.4** Cooperate in the revision of the Project Scope as defined in **Section 5.3.2.3.1** to reduce the actual cost of construction to the Construction Budget.

**7.8.2** If the Contracting Authority and Owner adopt the option in **Section 6.8.1.1** above and such increase in the Construction Budget is more than 10 percent, the Consultant may request, in writing, an adjustment to the Basic Fee.

**7.8.3** If the Contracting Authority and the Owner adopt the option in **Section 6.8.1.4** above, the Consultant shall appropriately modify the Approved Program of Requirements, Project Schedule, and Contract Documents and cooperate in any necessary bidding or negotiation without additional charge.

## 7.9 Further Revisions to Cost Estimate and Project Schedule

**7.9.1** If necessary, the Consultant shall inform the Contracting Authority and Owner of the need for any adjustments in the Detailed Estimate of Construction Cost and Project Schedule.

**7.9.2** Upon approval of the Contracting Authority and Owner of any such adjustments, the Consultant shall prepare a revised Detailed Estimate of Construction Cost or revised Project Schedule, as applicable, incorporating such adjustments, obtain the Owner's signature thereon, and deliver the signed, revised Detailed Estimate of Construction Cost or Project Schedule to the Contracting Authority.

## **7.10 Conformed Documents**

**7.10.1** During the entire Bidding and Award Stage, the Consultant 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 Notice to Proceed, the Consultant 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").

**7.10.2** The Consultant shall issue 5 sets of Conformed Documents to the successful Bidder upon award of its contract.

**7.10.3** The Consultant shall provide Electronic Files to the Contractor for the Contractor's convenience for the purpose of preparing its submittals, including, but not limited to, Shop Drawings and Coordination Drawings. The Consultant shall provide such Electronic Files at no additional cost to the Contractor or the Owner.

## **ARTICLE 8 - CONSTRUCTION**

### **8.1 Duration; Extent, Access**

**8.1.1** 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 Contract Completion.

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

### **8.2 Progress of the Project**

**8.2.1** The Consultant shall record the progress of the Project and provide written reports to the Contracting Authority and Owner on a monthly basis, unless otherwise agreed in writing. Such reports shall include information on the Contractor's Work, as well as completion status on the entire Project, showing percentages of completion.

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

### **8.3 Construction Progress Schedule**

**8.3.1** The Consultant 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 Owner.

**8.3.1.1** If the Project is administered using the State's web-based project management software, the Consultant shall receive initial and updated schedules from the Contractor, and forward them to the Contracting Authority and Owner, through the "Schedule Approvals" business process.

**8.3.2** The Consultant shall periodically inform the Contracting Authority and Owner of the need to update the Project Schedule as required to show current conditions, including conformance to the Construction Progress Schedule, as updated from time to time.

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

### **8.4 Meetings**

**8.4.1** The Consultant shall schedule, conduct, and participate in weekly progress meetings with the Contracting Authority, Owner, appropriate Sub-consultants, Contractor, Subcontractors, and any other parties involved in the Project to discuss such matters as procedures, progress, problems, and scheduling.

**8.4.1.1** The Consultant shall prepare and distribute written agendas and minutes of all progress meetings to the Contracting Authority, Owner, Contractor, and any other parties involved. The Consultant 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 Consultant shall distribute meeting agendas and minutes to the Contractor, Contracting Authority, and 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.

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

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

**8.4.1.4** The Consultant shall notify the 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 Consultant notifies the Contractor and other persons involved in the Project of a different day and hour at least 2 days in advance.

**8.4.2** The Consultant shall attend and participate in preconstruction, quality-control, pre-installation, and special meetings with the Contracting Authority, Owner, appropriate Sub-consultants, Contractor, Subcontractors, and any other parties involved in the Project.

## **8.5 Site Visits and Observation**

**8.5.1** The Consultant shall notify, advise, and consult with the Contracting Authority and Owner and protect the State against Defective Work throughout the completion of the Project, which includes the Correction Period.

**8.5.2** The Consultant shall designate a field representative, subject to the Contracting Authority's approval, to review the Work of the Contractor for Defective Work, to maintain familiarity with the progress and quality of the Work on the Project, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

**8.5.3** The Consultant, and appropriate Sub-consultants, shall also visit the Project at such intervals as the Contracting Authority requires, to review the Work of the Contractor for Defective Work, to become familiar with the progress and quality of the Work on the Project, and to determine if the Work is proceeding in conformity with the Contract Documents.

**8.5.3.1** Such visits shall specifically include those listed in the Agreement, observation of large excavations, observation of footings during placement of concrete and observation of masonry work, structural steel erection, roofing work and interior finishes.

**8.5.4** In all events, the Consultant and appropriate Sub-consultants, shall be at the Site for such purposes not less than the number of hours per week identified in the Agreement whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the Contracting Authority.

**8.5.5** If the Consultant becomes aware, either through such visits or otherwise, of any Defective Work on the Project, then the Consultant shall immediately report the Defective Work to the Contracting Authority and Owner, together with recommendations for the correction thereof, and shall deliver written notice to the Contractor to correct such Defective Work. Such written notice shall specify the time within which the Contractor shall correct the Work ("72-Hour Notice").

**8.5.5.1** If the Project is administered using the State's web-based project management software, the Consultant shall issue written notice of Defective Work to the Contractor with copies to the Contracting Authority and Owner, through the "72 Hour Notice" business process.

**8.5.6** The Consultant may disapprove or reject any item of Work that it believes will not produce a Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the Project as a functioning whole as indicated by the Contract Documents.

**8.5.7** The Consultant shall immediately notify the Contracting Authority and Owner any time the Consultant disapproves or rejects an item of Work.

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

**8.6.1** For renovation and remodeling, the Consultant shall, as portions of the Project become accessible, investigate existing conditions, and verify the accuracy of information provided by the Owner about such existing conditions.

## 8.7 Interpretations

**8.7.1** The Consultant shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work on the Project.

**8.7.2** The Consultant shall respond to the Contractor's Request for Interpretation ("RFI") within 3 days of receiving the RFI.

**8.7.3** All interpretations shall be in writing, shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be delivered to the Contracting Authority, Owner, and Contractor.

**8.7.4** The Consultant shall keep a log of all RFIs and their respective responses.

**8.7.5** If the Project is administered using the State's web-based project management software, the Consultant shall render its interpretations to the Contracting Authority, Owner, and Contractor through the "Request for Interpretations" business process.

## 8.8 Differing Site Condition Investigation

**8.8.1** Promptly after receiving notice of a Differing Site Condition from the Contractor, the Consultant shall investigate to determine whether the Contractor has encountered a Differing Site Condition.

**8.8.2** The Consultant shall give written notice of its determination to the Contracting Authority and Contractor within 10 days after completing the investigation.

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

## 8.9 Coordination Drawings

**8.9.1** The Consultant shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals established in the coordination meetings.

**8.9.2** The Consultant shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

**8.9.3** If installed Work causes or contributes to interference with subsequent Work of a Separate Contractor, the Consultant shall determine the needed modifications to the installed Work to accommodate the subsequent Work.

**8.9.4** If the Project is administered using the State's web-based project management software, the Consultant shall receive and forward Coordination Drawings to its Sub-consultants using the "Submittals" business process.

## 8.10 Submittal Review

**8.10.1** The Consultant shall review Submittals such as Shop Drawings, Product Data, and Samples for conformity with design intent and conformity with the Contract Documents within 14 days of receiving Submittals or in accordance with the approved submittal schedule, or other period as mutually agreed by the Consultant and Contractor.

**8.10.2** The Consultant shall also review drawings, calculations, and designs required of the Contractor and its Subcontractors and provided with such Submittals (except calculations and designs of manufacturers of original equipment and systems to be installed in the Project and except calculations and designs which the Contract Documents expressly make the sole responsibility of the Contractor or one or more Subcontractors, Material Suppliers, or other persons).

**8.10.3** The Consultant shall act upon resubmission of corrected Submittals within 14 days of receiving them, or other period as mutually agreed by the Consultant and Contractor.

**8.10.4** The Contractor shall review and stamp "approved" all Submittals before forwarding them to the Consultant. If it is apparent to the Consultant that the Contractor has not reviewed the Submittals, or has conducted an incomplete review of them, the Consultant may reject the Submittals.

**8.10.5** The Consultant may hold samples and other Submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until Submittals for adjacent materials are available. The Consultant shall issue a written notice to the Contractor stating that its Submittal is being held, within 7 days of receiving it.

**8.10.6** If the Project is administered using the State's web-based project management software, the Consultant shall receive and forward submittals to its Sub-consultants, and return reviewed submittals to the Contractor, using the "Submittals" business process.

### **8.11 Additional Tests and Inspections**

**8.11.1** If the Consultant determines that any portion of the Work requires inspection, testing, or approval not otherwise required under the Contract Documents, the Consultant shall order the inspection, testing, or approval.

**8.11.2** Within 5 days after completion of an inspection, test, or approval, the Consultant shall provide an original report of the inspection, test, or approval to the Contractor and the Contracting Authority with a recommendation for or against acceptance of the results therein.

**8.11.3** The Owner shall reimburse the Consultant for the special inspection, test, or approval as a change in the Services.

**8.11.4** The Consultant shall not be reimbursed or otherwise compensated for any special inspection, testing, or approval made necessary by the act or omission of the Consultant or any Sub-consultant.

### **8.12 Change Order Procedure**

#### **8.12.1 Paperwork Consolidation.**

**8.12.1.1** Related Modifications, with the same or similar justification (e.g., Owner Request or field resolution), may be consolidated into the same Change Order.

**8.12.1.2** Add and deduct Modifications, with the same or similar justification, may be included on the same Change Order.

**8.12.1.3** Modifications resulting from errors or omissions shall not be combined with other modifications.

#### **8.12.2 Change Order Numbering.**

**8.12.2.1** The Consultant shall assign a number to each Modification, which shall uniquely identify it.

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

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

#### **8.12.3 Modification Log.**

**8.12.3.1** The Consultant shall create and maintain a Modification Log for the Project, which shall contain the following minimum information:

- .1 number of the Modification;
- .2 a brief description of the Modification;
- .3 cost of the Modification;
- .4 schedule impact of the Modification; and
- .5 dates sent to, and received from, the parties.

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

**8.12.4.1** 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.

**8.12.4.2** The Consultant shall issue a Change Order to reconcile the difference between the scheduled and actual quantities of Work performed and materials furnished.

**8.12.4.3** 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 Consultant shall issue a Proposal Request and subsequent Change Order to adjust the Unit Price.

- .1 If a Unit Price is adjusted as described under **Section 7.12.4.3**, the new Unit Price will only apply to the units of Work performed that are **(1)** less than the 20 percent threshold if the Unit Price is changed on account of an over-estimation of the scheduled quantity of a Unit Price item involved in the Work or **(2)** in excess of the 20 percent threshold if the Unit Price is changed on account of an under-estimation of the scheduled quantity of a Unit Price item involved in the Work.

**8.12.4.4** If the actual quantity of a Unit Price item exceeds the scheduled quantity by 20 percent or more, the Contractor shall immediately notify the Consultant, who shall issue a Change Directive and subsequent Change Order to authorize an adjustment in the scheduled quantity.

**8.12.5** Change Orders.

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

**8.12.5.2** When the Consultant receives the Change Order signed by the Contractor, the Consultant shall recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

**8.12.5.3** If the Project is administered using the State's web-based project management software, the Consultant shall prepare and recommend Change Orders for approval, using the "Change Order" or "Contract Modifications" business process.

**8.12.6** Proposal Requests.

**8.12.6.1** The Consultant 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.

**8.12.6.2** If the Project is administered using the State's web-based project management software, the Consultant shall prepare and distribute Proposal Requests using the "Change Order" or "Contract Modifications" business process with the "Proposal Request" workflow.

**8.12.7** Request for Change Order.

**8.12.7.1** The Contractor may initiate a change in the Work by submitting written notice to the Consultant accompanied by a Proposal. The Consultant shall promptly evaluate the Request for Change Order and submit a written recommendation to the Contracting Authority and the Owner.

**8.12.7.2** If the Project is administered using the State's web-based project management software, the Consultant shall respond to the Contractor's Request for Change Order using the "Change Order" or "Contract Modifications" business process.

**8.13 Change Directives**

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

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

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

**8.13.2** If a change in the Contractor's Work must start immediately to avoid an imminent impact to the schedule of the Project, the Consultant shall prepare a Change Directive, for the Contracting Authority and Owner's signatures pursuant to **Section 7.13.1**, authorizing the Contractor to proceed.

**8.13.3** 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.

**8.13.3.1** A Change Directive may also be used in the absence of agreement as to whether the subject of the Change Directive actually constitutes a change in the Work.

**8.13.4** If the Project is administered using the State's web-based project management software, the Consultant shall prepare and recommend Change Directives for approval, using the "Change Order" or "Contract Modifications" business process with the "Change Directive" workflow.

**8.14 Orders for Minor Changes in the Work**

**8.14.1** The Consultant 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.

**8.14.2** The Consultant shall issue orders for minor changes in the Contractor's Work by written order to the Contractor. The Consultant shall keep a log of all Orders for Minor Change in the Work.

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

## 8.15 Claims Analysis

**8.15.1** The Consultant, in consultation with the 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.

**8.15.2** The Consultant 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:

**8.15.2.1** A narrative of the Consultant's examination of the facts giving rise to the Claim;

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

**8.15.2.3** An analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including the issues of entitlement to, and calculation of, adjustments of the Contract Sum and Contract Times;

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

**8.15.2.5** 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);

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

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

**8.15.3** The Consultant shall attend dispute resolution meetings convened by the Contracting Authority related to each Claim.

## 8.16 Project Costs

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

## 8.17 Schedule of Values

**8.17.1** The Contractor shall submit to the Consultant a Schedule of Values with separate amounts shown for labor and materials for each branch of the Contractor's Work.

**8.17.2** The Consultant shall review and may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the Consultant determines that it conforms to the requirements in the General Conditions.

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

## 8.18 Payments

**8.18.1** The Contractor may submit a Contractor Payment Request to the Consultant 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.

**8.18.1.1** 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 Consultant not less than 1 week prior to submitting multiple copies of its Contractor Payment Request.

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

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

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



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

**8.18.4** Each Contractor Payment Request that the Consultant determines that it will recommend shall be signed by the Consultant and delivered to the Contracting Authority.

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

**8.18.6** If the Project is administered using the State's web-based project management software, the Consultant shall receive and approve the Contractor's Contractor Payment Request, using the "Contractor Pay Request" or "Applications for Payment" business process.

## **ARTICLE 9 - CLOSEOUT**

### **9.1 Pre-closeout Conference**

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

### **9.2 Substantial Completion**

**9.2.1** Within 3 business days of receipt of the Contractor's request for the Substantial Completion inspection of the Work, the Consultant shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

**9.2.2** Within 7 days of its acceptance of a Contractor's request, the Consultant shall conduct the Substantial Completion inspection to determine whether the Contractor's Work, or the designated portion, is Substantially Complete.

**9.2.3** The Consultant shall notify the Contractor, Contracting Authority, and Owner of the scheduled time of the Substantial Completion inspection.

**9.2.4** If the Consultant determines that the Work is Substantially Complete, within 3 business days after the Substantial Completion inspection, the Consultant 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"). The A/E's Punch List shall include **(1)** the items on the 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 Contracting Authority and Owner.

**9.2.5** The Consultant shall submit the Certificate of Substantial Completion to the Contracting Authority, Owner, and Contractor for their written acceptance.

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

**9.2.6** If the Consultant accepts the request for the Substantial Completion inspection and subsequently determines that the Work is not Substantially Complete, the Consultant may request compensation for expenses related to excessive Punch List activities.

### **9.3 Partial Occupancy**

**9.3.1** The Consultant shall assist the Contracting Authority and 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.

**9.3.2** Before the Owner commences Partial Occupancy, the Consultant shall prepare and execute a Certificate of Substantial Completion for the designated area listing incomplete or Defective Work under the Contract.

**9.3.2.1** If the Project is administered using the State's web-based project management software, the Consultant shall process the partial Certificate of Contract Completion, using the "Closeout - Contractor" business process.

### **9.4 Contract Completion**

**9.4.1** Within 3 business days of receipt of a the Contractor's notice that all Punch List items have been completed, the Consultant shall complete a Final Inspection of the Work for compliance with the Contract Documents.

**9.4.2** 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 Consultant may request compensation for expenses related to excessive Punch List activities.

**9.4.3** When all items on the A/E's Punch List have been completed to the Consultant's satisfaction and all requirements of the Contract Documents have been completed, the Consultant shall prepare and recommend execution of a Certificate of Contract Completion.

**9.4.3.1** When items of Work cannot be completed until a subsequent date, the Consultant may recommend that these items be deferred and the Contracting Authority may release payment to the Contractor, as determined in the Contracting Authority's sole discretion. The Consultant shall list deferred items on a partial Certificate of Contract Completion with the dates the items are to be completed.

**9.4.3.2** If the Project is administered using the State's web-based project management software, the Consultant shall process the Certificate of Contract Completion, using the "Closeout - Contractor" business process.

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

**9.4.5** The Consultant shall transmit a copy of any guarantees, warranties, releases, bonds, and waivers to the Contracting Authority.

## 9.5 Record Documents

**9.5.1** The Consultant shall prepare the Record Documents by revising the Contract Documents and related electronic files on the basis of the information contained on the As-Built Documents submitted by the Contractor and the Consultant's observations during the progress of the Project. The Record Documents shall detail the actual construction of the Project and contain such annotations by the Consultant as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the Contract Documents.

**9.5.2** The Consultant shall label the revised Contract Documents and related electronic files as "Record Documents" and reflect the date on which the Consultant finished preparing them.

**9.5.3** The Consultant shall furnish to the Owner 1 set of Record Documents in the form of paper documents and one set in the form of electronic files.

**9.5.4** By submitting the Record Documents to the Owner, the Consultant certifies that the Record Documents are complete, correct, and accurate, to the best of the Consultant's knowledge based upon the As-Built Documents delivered to the Consultant by the Contractor and the Consultant's observations during the progress of the Project.

## 9.6 Post-Occupancy

**9.6.1** During the Correction Period, the Consultant shall work with the Contracting Authority, Owner, 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 Consultant for the Consultant's performance of the Consultant's services under this **Section 8.6.1** unless it has been determined that the Defective Work was not the result of the Consultant's failure to meet its obligations under the Agreement.

**9.6.2** The Consultant shall participate in a walk-through of the Project with the Owner 1 month prior to the expiration of each Correction Period. The Consultant shall consult with the Owner to address any issue identified in the walk-through according to the procedures specified in the General Conditions. The Consultant shall notify the Contractor of such defects in writing with a request that the Contractor correct the Defective Work, prior to the end of the Correction Period.

# ARTICLE 10 - ADDITIONAL SERVICES

## 10.1 General

### 10.1.1 Services Not Included in Basic Services.

**10.1.1.1** The Consultant shall provide the services listed in **Sections 9.1.2** through **9.1.19** as Additional Services only when identified in the Agreement Form and approved in writing by the Contracting Authority in consultation with the Owner.

**10.1.1.2** The Fee for the Additional Services listed in **Sections 9.1.2** through **9.1.19** shall be paid as provided in the Agreement Form, in addition to payment for the Basic Services; however, the Consultant shall not be compensated

for any of the Additional Services listed in **Sections 9.1.2** through **9.1.19** made necessary by any act or omission of the Consultant or any of the Consultant's Sub-consultants.

**10.1.1.3** Unless waived by the Contracting Authority in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

**10.1.2** Specialized Services. Providing specialized design and engineering services, including services for acoustical analysis or design, computer services, communication consultant services, design or specification of unusual or large volumes of fixtures, furnishings, and equipment.

**10.1.3** Additional On-Site Services. Providing administration or observation of construction beyond the Basic Services provided pursuant to **Exhibit B**.

**10.1.4** Extensive Change Orders. Preparing Drawings, Specifications, cost estimates, and other documents and supporting data in connection with Change Orders beyond those services to be reasonably provided as Basic Services, pursuant to **Exhibit B**.

**10.1.5** Partnering and Scheduling Sub-consultants. Serving as a partnering or construction scheduling consultant or providing such consulting services.

**10.1.6** Perspectives, Models, Renderings. Preparing professional perspectives, physical models, or renderings, which are not otherwise useful or necessary to the Consultant in providing the Basic Services required hereunder and which are provided at the prior written request of the Contracting Authority in consultation with the Owner.

**10.1.7** Grant Applications. Preparing applications and supporting documents for governmental grants, loans, or advances.

**10.1.8** Special Studies. Providing planning services, site evaluations, environmental studies, or comparative studies of prospective sites, preparing special surveys, studies, and submissions required under Applicable Law.

**10.1.9** Surveys. Providing surveying services, including land surveys and rights-of-way studies.

**10.1.10** Investigation of Conditions for New Construction. Providing services for new construction to investigate existing conditions or facilities, to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

**10.1.11** Constructability and Cost Analyses. Preparing extensive analyses of the construction feasibility of the Project or of owning and operating costs, or preparing detailed quantity surveys or inventories of material, equipment, and labor beyond those services to be reasonably provided as Basic Services in **Exhibit B**.

**10.1.12** Off-Site Services. Providing planning or design services for off-site utilities, which are not adjacent to the Project, building connections, or roadways.

**10.1.13** Certain Revisions. Making revisions in Drawings, Specifications, or other Contract Documents at the request of the Contracting Authority when such revisions are inconsistent with written approvals or instructions previously given or are required by the enactment or revision of Applicable Law subsequent to the preparation of such documents.

**10.1.14** Replacement Work. Providing consultation and other services in connection with replacement of any Work damaged by fire, casualty, or other incident not caused by negligence of the Consultant or any Sub-consultant.

**10.1.15** Contractor Default. Providing services made necessary by the Contractor's default.

**10.1.16** Additional Documents. Providing more sets of Contract Documents than the number required as Basic Services pursuant to **Exhibit B**.

**10.1.17** Prototype Design. Use of the Consultant's Documents for one or more prototype projects as described in the Consultant Standard Terms and Conditions.

**10.1.18** Special Inspections Required by the Ohio Building Code.

**10.1.18.1** The special inspections indicated in the current edition of the OBC Chapter 17 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 Consultant shall provide the special inspections and be compensated for such as Additional Services, and shall provide written notice to the Contractor, the Owner, and the Contracting Authority of the Special Inspection to be performed.

**10.1.18.2** The Consultant shall not be compensated for any such Additional Services made necessary by the act or omission of the Consultant or any Sub-consultant.

**10.1.19 Quality Assurance Testing.**

**10.1.19.1 General Requirements.** The Quality Assurance (“QA”) Testing services listed under **Sections 9.1.19.2** through **9.1.19.10**, which is not intended to be an exhaustive list, are not included as Basic Services, however, the Consultant shall provide such services when identified in the **Agreement Form** either itself (if qualified) or through a Sub-consultant properly licensed to perform the required inspections and all related testing services.

- .1** Unless otherwise specified in the Contract Documents, the Consultant shall apply for, secure, and pay for the costs of quality assurance testing, structural testing, and special inspections required under the current edition of Ohio Building Code (“OBC”) Chapter 17.
- .2** Such testing and inspections shall include geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing (e.g., medical gases testing, lead shielding, etc.); or approval required by Applicable Law.
- .3** The Consultant shall identify the name or names of the Sub-consultants it intends to use for all quality assurance and special inspections that would be reasonably anticipated for the Project and shall provide a Schedule of Fees for Typical Services for each Sub-consultant.

**10.1.19.2 Geotechnical Analysis.** Sampling and analysis of soils and hydrologies, and subsequent reporting and recommendations, upon which architectural and engineering designs may be based. Applicable to Construction Stage observation, testing, and reporting of soils conditions, including testing for types and quality of fill material and its installation, compaction, soil density testing, caisson borings inspections, cut and fill monitoring, etc.

**10.1.19.3 Environmental Testing and Analysis.** Sample and analysis of existing conditions or materials for any of a variety of environmental materials, including Hazardous Materials and suspected Hazardous Materials, and subsequent reporting.

**10.1.19.4 Concrete.** Test for general quality, such as: slump, air entrainment, cylinder test, core test, Swiss hammer.

**10.1.19.5 Masonry.** Includes such testing as prism tests, mortar cube, grout tests, water infiltration.

**10.1.19.6 Structural Steel, Reinforcing Steel, Welding, Bolts and Connections.** Includes any testing and reporting of any type of steel, including those listed above.

**10.1.19.7 HVAC Systems and Controls.** Includes testing and balancing of any or all HVAC components including controls systems.

**10.1.19.8 Plumbing and Piping.** Includes testing of water, waste, vent and process piping, and provide associated reporting.

**10.1.19.9 Air and Water Testing and Balancing.** Includes testing and balancing of various pneumatic and hydronic piping, and provide associated reporting.

**10.1.19.10 Other.** (e.g., Medical Gases testing, Lead Shielding, etc.)

**END OF DOCUMENT**