2013 Ohio Facilities Construction Manual

A Management Guide for Ohio Capital Improvements

Volume Four

OFCC

OHIO FACILITIES CONSTRUCTION COMMISSION
Appendix A | Terminology

Definitions

Acceptable Component A component listed in the Specifications after the Basis of Design Component.

Addenda The plural form of Addendum.

Addendum A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Contract Form is executed.

Allowance A sum stipulated in the Contract Documents, included in the Base Bid, which includes overhead and profit for a defined scope of the Work that may not be completely defined at the time of bidding.

Alternate A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Bid form to be added to or deducted from the Base Bid if the corresponding Alternate is incorporated into the Contract.

Alternative Dispute Resolution A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact-finding, dispute review board, and mini-trials, but shall not include arbitration.

Applicable Law All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work on the Project.

Architect/Engineer The Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents. The A/E shall be (1) a registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to ORC Chapter 4703, (2) a landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to ORC Chapter 4703, or (3) a professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to ORC Chapter 4733.

Architect/Engineer of Record The architect or engineer that serves as a member of the Design-Builder’s team and as the final signatory on the plans and specifications for a design-build project.

As-Built Documents Documents, including, but not limited to, Drawings, Addenda, Specifications, executed Change Orders, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.

Base Bid The amount stated in a Bid as the sum for which the Bidder offers to perform the Work in a particular trade or other category, which is described in the Contract Documents, excluding Alternates.

Basis of Design A document that records the concepts, calculations, decisions, and product selections used to meet the Owner’s Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Basis of Design Component A component listed first in the Specifications.

Bid A written proposal to perform a Contract, submitted on a completed Bid Form, accompanied by other required documents.

Bidder A Person that submitted a Bid
Bid Form: A form furnished by the Contracting Authority with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder’s Bid.

Bid Guaranty: A bid bond or other instrument of security authorized by Ohio Revised Code Section 153.54 submitted with the Bid to provide assurance that the Bidder will execute the Contract Form.

Bond: A performance and payment bond in the format specified by Ohio Revised Code Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers. For CM at Risk and Design-Build contracts, OAC Chapter 153:1-4 specified the Performance Bond and Payment Bond forms to be used.

Building Information Model: A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition. The term BIM may be used as a noun to describe a single model or multiple models used in the aggregate. The term BIM may also be used as a verb in the context of Building Information Modeling or Management, the process of creating, maintaining, and querying the model.

Certification of Contract Completion: A form used to document that the Contractor’s Work is complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage. This form may also be used to document partial completion.

Certified Claim: A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.

Change Directive: A written document prepared by the Architect/Engineer and signed by the Contracting Authority and the Owner that directs a change in the Work.

Change Order: A written instrument prepared by the A/E and signed by the Contracting Authority, Owner, and a Contractor, which modifies the Contractor’s contract and states the signing parties agreement on a change in the Contractor's Work, the amount of adjustment to the Contract Sum, if any, and the amount of adjustment to the Contract Time, if any.

Change Order Fee Allowance: The amount established by the Contracting Authority in the Architect/Engineer Agreement for the purpose of funding Change Order fees payable to the A/E resulting from increases in the construction cost by approved Change Orders.

Claim Affidavit: A sworn document used in conjunction with filing a lien, which contains a claim on the funds that are due to a Contractor, in favor of a Person supplying labor, materials, or services for the value of labor, materials, or services supplied.

CM Affiliated Entity: Under the CM at Risk project delivery method, any entity related to or affiliated with the CM or with respect to which the CM has direct or indirect ownership or control, including, without limitation, any entity owned in whole or part by the CM; any holder of more than 10% of the issued and outstanding shares of, or the holder of any interest in, the CM; any entity in which any officer, director, employee, partner or shareholder (or member of the family of any of the foregoing persons) of the CM or any entity owned by the CM has a direct or indirect interest, which interest includes, but is not limited to, that of a partner, employee, agent or shareholder.

CM’s Contingency: Under the CM at Risk project delivery method, a portion of the Contract Sum reserved for the CM’s exclusive use (subject to the concurrence of the Owner and
CM’s Fee
Under the CM at Risk project delivery method, the aggregate of the CM’s Overhead and profit related to the Project; provided, however, that the CM’s Fee does not include the CM’s compensation for Preconstruction Services.

CM’s Payment Request
Under the CM at Risk project delivery method, the form furnished by OFCC that is to be used by the CM in requesting payments and which, when signed by the CM, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.

CM’s Punch List
Under the CM at Risk project delivery method, a document prepared by the CM that consists of a list of items of Work to be completed or corrected by the CM as a condition precedent to the Architect/Engineer issuing the Punch List.

Combined Bid
Under multiple-prime Design-Bid-Build project delivery, a Bid that combines bid items for separate Contracts stated on the Bid Form.

Commissioning Agent
The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.

Commissioning Plan
A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.

Commissioning Process
A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner’s Project Requirements.

Commissioning Report
A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.

Conformed Documents
Contract Documents with all Addenda items and accepted Alternates incorporated by the Architect/Engineer, published, and issued to a successful Bidder for its use during performance of the Contract.

Construction Cost
The total cost for the CM’s or DB’s performance of the Work in the Construction Stage including all elements of the Project designed or specified by the A/E (at current market rates of labor and materials), plus the CM’s or DB’s Contingency, plus the CM’s or DB’s Fee. Construction Cost does not include the following: A/E fees, the cost of the land, right-of-way acquisition costs, or financing costs.

Construction Manager
A Person responsible, under the Agency Construction Manager version of OFCC’s General Conditions, for providing administration, management, and related services as required for scheduling the Project, coordinating the Contractors, and providing other services as provided in the Contract Documents.

Construction Manager at Risk
A Person responsible, under the Construction Manager at Risk version of the General Conditions, for providing administration, management, and related services as required for scheduling the Project, coordinating Subcontractors, and providing other services as provided in the Contract Documents. In this Contract, the CM will, upon execution of the GMP Amendment, be responsible for the performance of Work on the Project in accordance with the Contract Documents.

Construction Progress Schedule
The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Time; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractors, the Architect/Engineer, the Construction Manager if any, the
Contracting Authority, and the Owner; and the Contractors’ resource and cost loading information; as periodically updated during the performance of the Work.

**Construction Stage**

**Personnel Costs**
The Personnel Costs the CM earns and the Owner pays to the CM during the Construction Stage.

**Consultant**
A Person engaged by the CM or a Subcontractor to provide professional services of various types for the Project including without limitation the services of a “design-assist firm” as described under O.R.C. Section 153.50. The term includes the Consultant’s authorized representatives, successors, assigns, and subconsultants regardless of tier.

**Contract**
The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.

**Contract Completion**
The schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including, but not limited to, (a) all governmental authorities have given final, written approval of the Work, (b) a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, (c) the Contractor’s Work is 100 percent complete, and (d) all Punch List items have been completed or corrected, and (e) the Contractor has complied with conditions precedent to final payment and release of retained funds.

**Contract Documents**
Collectively, the documents that constitute the substance of the Contract including, but not limited to, Drawings, Specifications, Addenda if any, General and Supplementary Conditions of the Contract, Bid Form, Wage Rates; and the executed Contract Form, Bid Guaranty and Contract Bond, and Change Orders if any.

**Contract Form**
The form furnished by the Contracting Authority that, when completed and signed by the Contractor and the Contracting Authority, and approved by the Attorney General, evidences entry into the Contract.

**Contract Sum**
The amount stipulated in the Contract Form that is the total amount payable to the Contractor for performance of the Work, including adjustments authorized by executed Change Orders.

Under the Cm at Risk project delivery method, the amount stipulated as such in the GMP Amendment. The Contract Sum is the CM’s entire compensation for the CM’s proper, timely, and complete performance of the Work during the Construction Stage and subject to adjustment as provided in the Contract.

**Contract Time**
The period stipulated in the Contract Form for performance of the Work, in consecutive days, beginning and ending on the dates established by the Notice to Proceed, including adjustments authorized by executed Change Orders.

**Contract Times**
Under the CM at Risk project delivery method, the periods stipulated in the GMP Amendment for the achievement of associated Milestones, in consecutive days, beginning and ending on the dates established by the Notice to Proceed, including adjustments authorized by executed Change Orders.

**Contracting Authority**
The Ohio Facilities Construction Commission; or the director of an agency of the state of Ohio with the approval of OFCC for local administration of a specific Project;
or the chief executive officer of an Institution of Higher Education certified by OFCC to perform local administration; or the legislative body of a political subdivision.

**Contractor**
A Person, which is party to the Contract for the performance of Work on the Project in cooperation with Separate Contractors and Persons, and in accordance with the Contract Documents.

**Contractor Payment Request**
The form furnished by OFCC that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.

**Contractor’s Punch List**
A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contractor as a condition precedent to the Architect/Engineer and Construction Manager issuing the Punch List.

**Coordination Drawings**
Drawings and electronic files prepared by the Contractors to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.

**Cost of Self-Performed Work**
The costs the CM at Risk or Design-Builder will incur to perform (either directly with its own employees or through a CM at Risk or Design-Builder Affiliated entity) the following Work during the Construction Stage: (1) non-specialty Work valued at less than $50,000 if the CM at Risk or Design-Builder obtains the Contracting Authority's written approval before the commencement of that Work and (2) Work the CM at Risk or Design-Builder is permitted to self-perform as a result of the bidding process described in the general Conditions. The “Cost of Self-Performed Work” specifically excludes all other costs listed in the definition of “Cost of the Work.”

**Cost of the Work**
Under the CM at Risk or Design-Build project delivery methods, the Cost of the Work is the sum of: (1) General Conditions Costs, (2) Construction Stage Personnel Costs, (3) Subcontract Costs, and (4) Cost of Self-Performed Work. The Cost of the Work does not include any portion of the CM at Risk’s or Design-Builder’s compensation for Preconstruction Services.

**Costs of Recovery**
Costs incurred by a Contractor for acceleration of the Work in order to recover from a delay or other impact in which the Work falls behind the approved Construction Progress Schedule.

**Criteria Architect/Engineer**
The architect or engineer retained by a public authority to prepare conceptual plans and specifications, to assist the public authority in connection with the establishment of the design criteria for a design-build project, and, if requested by the public authority, to serve as the representative of the public authority and provide, during the design-build project, other design and construction administration services on behalf of the public authority, including but not limited to, confirming that the design prepared by the design-build firm reflects the original design intent established in the design criteria package.

**day**
A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.

**DB Affiliated Entity**
Under the Design-Build project delivery method, any entity related to or affiliated with the Design-Builder ("DB") or with respect to which the DB has direct or indirect ownership or control, including, without limitation, any entity owned in whole or part by the DB; any holder of more than 10% of the issued and outstanding shares of, or the holder of any interest in, the DB; any entity in which any officer, director, employee, partner or shareholder (or member of the family of any of the foregoing persons) of the DB or any entity owned by the DB has a direct or indirect interest, which interest includes, but is not limited to, that of a partner, employee, agent or shareholder.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>DB’s Contingency</td>
<td>Under the Design-Build project delivery method, a portion of the Contract Sum reserved for the DB’s exclusive use (subject to the concurrence of the Owner and the Contracting Authority) on account of certain unexpected events described in the General Conditions.</td>
</tr>
<tr>
<td>DB’s Fee</td>
<td>Under the Design-Build project delivery method, the aggregate of the DB’s Overhead and profit related to the Project; provided, however, that the DB’s Fee does not include the DB’s compensation for Preconstruction Services.</td>
</tr>
<tr>
<td>DB’s Payment Request</td>
<td>Under the Design-Build project delivery method, the form furnished by OFCC that is to be used by the DB in requesting payments and which, when signed by the DB, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.</td>
</tr>
<tr>
<td>DB’s Punch List</td>
<td>Under the Design-Build project delivery method, a document prepared by the DB that consists of a list of items of Work to be completed or corrected by the DB as a condition precedent to the Criteria Architect/Engineer issuing the Punch List.</td>
</tr>
<tr>
<td>Defective Work</td>
<td>Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the Architect/Engineer’s and Construction Manager’s recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials or equipment during the period of any warranty or guarantee.</td>
</tr>
<tr>
<td>Design-Builder</td>
<td>A Person responsible, under the Design-Build version of OFCC’s General Conditions, for both the design and construction, demolition, alteration, repair, or reconstruction of a public improvement, including administration, management, and related services as required for scheduling the Project, coordinating Subcontractors, and providing other services as provided in the Contract Documents. In this Contract, the Design-Builder will, upon execution of the GMP Amendment, be responsible for the performance of Work on the Project in accordance with the Contract Documents.</td>
</tr>
<tr>
<td>Differing Site Conditions</td>
<td>Either (1) a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the condition indicated in the Contract Documents, or (2) an unknown physical condition of an unusual nature encountered at the Site that differs materially from that ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.</td>
</tr>
<tr>
<td>Direct Personnel Expense</td>
<td>The portion of direct salaries and wages of all personnel of the A/E, or CM if applicable, or their Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pensions, profit sharing, and similar benefits related to their time devoted to the Project.</td>
</tr>
<tr>
<td>Dispute Review Board</td>
<td>A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.</td>
</tr>
<tr>
<td>Drawings</td>
<td>Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.</td>
</tr>
<tr>
<td>Enclosure, Permanent</td>
<td>The condition in which the permanent exterior walls and roofs are in place, insulated and weather tight, and permanent windows and entrances are in place.</td>
</tr>
<tr>
<td>----------------------</td>
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</tr>
<tr>
<td>Enclosure, Temporary</td>
<td>The condition in which the permanent exterior walls and roofs are in place, insulated and weather tight, and windows and entrances are provided with suitable temporary enclosures.</td>
</tr>
<tr>
<td>Estimated Construction Cost</td>
<td>The sum of the Estimated Contract Cost amounts published in the Solicitation, as modified by Addenda, for a phase of the Project.</td>
</tr>
<tr>
<td>Estimated Contract Cost</td>
<td>The estimated amount for the Contract published in the Solicitation, including the Base Bid estimate and the estimates of selected Alternates, if any, as modified by Addenda.</td>
</tr>
<tr>
<td>Extra Materials</td>
<td>Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.</td>
</tr>
<tr>
<td>Final Acceptance</td>
<td>The Contracting Authority's acceptance of the Work performed by the Contractor after certification by the Architect/Engineer, and Construction Manager, if any, of Contract Completion.</td>
</tr>
<tr>
<td>Final Inspection</td>
<td>The final review of the Work of the Contractor by the Architect/Engineer, and Construction Manager, if any, to determine whether issuance of the Certificate of Contract Completion is appropriate.</td>
</tr>
<tr>
<td>Force Majeure</td>
<td>An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, terrorism, embargoes, civil disturbance, unusually severe weather that is abnormal for the time of year (including named storms) or industry-wide labor strikes.</td>
</tr>
<tr>
<td>furnish</td>
<td>Supply and deliver to the Site, or other specified location, ready for installation.</td>
</tr>
<tr>
<td>General Conditions</td>
<td>The State’s Standard General Conditions currently in effect, which may be modified by OFCC from time to time.</td>
</tr>
<tr>
<td>General Conditions Costs</td>
<td>General Conditions Costs include only the CM’s costs to provide the General Conditions Work.</td>
</tr>
<tr>
<td>Hazardous Materials</td>
<td>Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Hazardous Materials Transportation Uniform Safety Act, the Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.</td>
</tr>
<tr>
<td>Indemnified Parties</td>
<td>The Contracting Authority, the Owner, the A/E, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.</td>
</tr>
<tr>
<td>install</td>
<td>Put into use or place in final position, complete and ready for intended service or use.</td>
</tr>
<tr>
<td>Institution of Higher Education</td>
<td>Any state of Ohio university or college, community college, state of Ohio community college, technical college, university branch, community college district, technical</td>
</tr>
</tbody>
</table>
college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.

**Lead Contractor**

The Contractor identified by the Architect/Engineer, under the Stipulated Sum version of OFCC's General Conditions, when a Construction Manager is not involved in the Project, responsible for scheduling the Project, coordinating the Contractors, and providing other services identified in the Contract Documents.

**Life Cycle Cost**

The sum of present values of investment costs, capital costs, installation costs, energy costs, operating costs, maintenance costs, and disposal costs over the lifetime of the Project, product, or measure.

**Life Cycle Cost Analysis**

An economic method for assessing the total cost of facility ownership, taking into account all costs of acquiring, owning, maintaining, and disposing of a building or building system. Life Cycle Cost Analysis is also utilized to compare design alternatives that fulfill the same performance requirements, but differ with respect to initial costs and operating costs, in order to select the one that maximizes net savings.

**Liquidated Damages**

A sum established in the Contract Documents, pursuant to Ohio Revised Code Section 153.19, to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time, or any applicable portion of the work on or prior to any Milestone date stated on the Contract Form.

**Material Supplier**

A Person who furnishes materials or supplies on the Project.

Under the CM at Risk and Design-Build project delivery methods, a Person under a contract with the CM or DB who furnishes materials or supplies in furtherance of the Work during the Construction Stage of the Project, including all such Persons in any tier. The term "Material Supplier" does not include any Separate Contractor unless expressly assigned in writing to the CM or DB by the Owner and accepted by the CM or DB.

**mediation**

A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.

**Milestone**

A significant date or event in the development of the Work identified in the Contract Documents and illustrated on the Construction Progress Schedule.

**negotiation**

A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Time, or both.

**Notice of Commencement**

A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority's representative upon whom a Claim Affidavit may be served.

**Notice of Intent to Award**

A written notice provided by the Contracting Authority to the apparent successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Bidder.

**Notice to Proceed**

A written notice provided by the Contracting Authority authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.

**OAKS Capital Improvements**

The State's Web-based capital program and project management information system, based on Unifier software licensed to the State by Skire, Inc., hosted on State servers.

**Ohio Administrative**
**Knowledge System**

The State’s Enterprise Resource Planning system, known as the Ohio Administrative Knowledge System. OAKS Capital Improvements is one of several modules of the total OAKS system.

**Overhead**

Under the CM at Risk and Design-Build project delivery methods, the term “Overhead” includes all of the following costs:

1. Home-office payroll, which includes (except where specifically allowed as a Personnel Cost): payroll costs and all other compensation (including without limitation membership in trade, business, or professional organizations; professional licenses; training; and bonuses or similar plans/arrangements related to performance on, or profit from, the Project) of the CM’s officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by the CM in the CM’s principal or a branch office (not including the CM’s Site office) for general administration of the Work;

2. Home-office expenses, which include (except where specifically allowed as a Reimbursable Expense or General Conditions Cost): all expenses of the CM's principal and branch offices including without limitation home-office telephone, telephone charges, computers, fax, postage, photos, copies, legal services, and accounting services;

3. All of the CM’s capital expenses, including without limitation interest on the CM’s capital employed for the Work and charges against the CM for delinquent payments;

4. Except where specifically allowed as a use of the CM’s Contingency, all costs due to the negligence or breach of contract of the CM, a Subcontractor, a Consultant, or anyone for whom they may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property;

5. All costs related to insurance provided by the CM, whether required under the Contract or not, except Builder’s Risk insurance premiums in the Construction Stage if those Builder’s Risk insurance premiums are included as a General Conditions Cost;

6. All travel, lodging, and parking costs, except where specifically allowed as a pre-approved Reimbursable Expense or General Conditions Cost;

7. All applicable taxes of every kind except where otherwise specifically allowed;

8. All other overhead or general administrative expenses of any kind and the costs of any item not specifically allowed: (a) as a Personnel Cost or a Reimbursable Expense in the Preconstruction Stage, or (b) as a Cost of the Work in the Construction Stage.

**Owner**

The state of Ohio agency, university, college, or other instrumentality for whom the Project is being constructed.

**Owner’s Project Requirements**

A written document that details the functional requirements of the Project and the expectations of how it will be used and operated. These include project goals, measureable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

**Partial Occupancy**

The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, temporary occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.
**partnering** A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.

**Person** An individual, corporation, business trust, estate, partnership, association, or other public or private entity.

**Personnel Costs** The rates and fees to be paid by the Owner to the CM on account of the proper, timely, and complete performance of certain Work by the CM’s employees, which rates and fees are fully loaded and include without limitation: the portion of direct salaries and wages of the CM’s personnel, whether stationed at the CM’s principal or branch offices or stationed at the Site, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project to the extent of their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law, and similar benefits related to their time devoted to the Project. Personnel Costs also include the costs of personal protective equipment (e.g., hard hats, safety glasses, hearing protection, etc.). The term “Personnel Cost(s),” when used without a modifier, refers to either a Preconstruction Stage Personnel Cost or a Construction Stage Personnel Cost.

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

**Plan Holder** A prospective Bidder that received a set of Contract Documents prior to the bid opening.

**Product Data** Manufacturer’s standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.

**Project** A public improvement, of which the Work performed under the Contract Documents may be the whole or a part.

**Project Coordinator** A permanent employee of the Contracting Authority assigned to the Project and responsible for performing many of the critically important and time-sensitive administrative functions.

**Project Manager** A permanent employee of the Contracting Authority assigned to the Project, typically licensed architects or engineers, and authorized to perform specific responsibilities.

**Project Manual** That part of Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 – “Procurement and Contracting Requirements,” and Divisions 01 through 49 – “Specifications,” and other documents pertaining to the Project.

**Project Schedule** The critical path schedule for performance of the Architect/Engineer Agreement; and the Construction Management Agreement if applicable, showing the time for completing the Work within the Contract Time; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractors, the A/E, the CM and/or CxA if applicable, the Contracting Authority, and the Owner; and the Contractors’ resource and cost loading information; as periodically updated during the performance of the Work.

**Proposal** The offer of a Contractor to perform the Work set forth in a Proposal Request.

**Proposal Request** A document issued after execution of the Contract requesting a Proposal from the Contractor(s), which may initiate a Change Order to modify the Contract.
provide  Furnish and install, complete and ready for intended use.

Punch List  A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.

Record Documents  Electronic files and printed documents of all nature prepared by the Architect/Engineer, which incorporate the information shown on the Contractor’s As-Built Documents. They consist of the “Record Drawings” and “Record Project Manual,” the Certification of Contract Completion (as complete), Contractor’s Warranty, Manufacturers’ Warranties, Certificate(s) of Occupancy, approved shop drawings and other action submittals, Change Directives, Proposal Requests, Requests for Interpretation, Addenda, Change Orders, Balancing Reports, and the final version of the approved Construction Progress Schedule.

Record Project Manual  The Project Manual of the Contract Documents, which has been revised by the Architect/Engineer to show the changes made during the construction process, based on the As-Built Project Manual furnished by the Contractor.

Reimbursable Expense  Actual expenditures incurred by the A/E, the CM if applicable, or their Consultants in the interest of the Project, approved by the Contracting Authority for reproduction of Contract Documents for distribution to Bidders, plan approval fees, building permits, and, if requested by the Owner or the Contracting Authority, reformatting Project Record Submittals to a computer medium different than the computer medium used by the A/E or CM.

Request for Change Order  A written notice from the Contractor accompanied by a Proposal for a change in the Work.

Request for Interpretation  A written request to the Architect/Engineer seeking an interpretation or clarification of the Contract Documents.

Samples  Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.

Schedule Consultant  If the Project does not involve a Construction Manager, the Person qualified to create and keep current the Construction Progress Schedule and schedule of submittals for the Project provided by the Lead Contractor.

Schedule of Values  A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.

Schedule Manager  The Person responsible to create and keep current the Construction Progress Schedule and schedule of submittals for the Project. If the Project is being constructed under the Single-Prime contracting model, the Contractor is the Schedule Manager. If the Project is being constructed under the Multiple-Prime contracting model and the Estimated Construction Cost for the Project is less than $500,000, the Lead Contractor is the Schedule Manager. If the Project is being constructed under the Multiple-Prime contracting model and the Estimated Construction Cost for the Project is $500,000 or more, the Schedule Consultant is the Schedule Manager. If the Project is being constructed under the Construction Manager contracting model, the Construction Manager is the Schedule Manager. If the Contracting Authority has contracted with a Schedule Consultant either directly or through the A/E, the Schedule Consultant is the Schedule Manager.

Separate Contractor  A contractor, other than the Contractor performing under the Contract, that is performing work on the Project.

Shop Drawings  Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor, a Subcontractor, or a Material Supplier to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on
equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.

**Site**
The location designated for the Project.

**Specifications**
Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.

**Stage**
A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include Program Verification, Schematic Design, Design Development, Construction Documents, Bidding and Award, Construction, and Closeout.

**Standard Requirements**
The brief name of the “State of Ohio Standard Requirements for Public Facility Construction,” including but not limited to Instructions to Bidders, General Conditions, and other Division 00 Documents and Division 01 Sections; currently in effect, which OFCC may modify from time to time.

**State**
The state of Ohio, acting by and through the Ohio Facilities Construction Commission, on behalf of the Owner, which OFCC serves as the contracting agent as authorized by Ohio Revised Code Chapters 123 and 153; or an agency of the state of Ohio with the approval of OFCC for local administration of a specific Project; or an Institution of Higher Education of the state of Ohio certified by OFCC to perform local administration; or the legislative body of a political subdivision of the state of Ohio.

**Subcontract**
Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.

**Subcontract Costs**
The sum of the contract values of all of the Subcontracts the CM enters into in furtherance of the Work.

**Subcontracting Plan**
The CM- or DB-developed written plan which describes in detail the CM’s or DB’s strategy for packaging and scheduling bidding and for ensuring that the scopes of Work of the various Subcontractors is 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).

**Subcontractor**
A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier.

Under the CM at Risk or Design-Build project delivery method, a Person under a contract with the CM or DB to perform any part of the Work during the Construction Stage of the Project, including all such Persons in any tier. The term “Subcontractor” includes Material Suppliers, but does not include any Separate Contractor unless expressly assigned in writing to the CM or DB by the Owner and accepted by the CM or DB.

**Submittals**
Shop Drawings, Product Data, Samples, and other items for the A/E’s review and action provided by a Contractor for any item required by the Contract Documents, but not fully described in the Contract Documents.

**Substitution**
An article, device, material, equipment, form of construction, or other item, proposed by a prospective Bidder prior to the bid opening and approved by the Architect/Engineer by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.
| **Supplementary Conditions** | Amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project, which may include provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by Contractors and requiring Contractors to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Owner personnel for operation and maintenance of the Project. The General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the OFCC. |
| **Supplementary Instructions** | Amendments to the Instructions to Bidders, issued as a separate document, which describe instructions unique to a particular Owner or Project. The Instructions to Bidders shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Instructions prepared by the Contracting Authority and approved by OFCC. |
| **Surety** | A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable. |
| **Systems Manual** | A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility. |
| **Unit Price** | The cost of providing a unit of Work including labor, materials, services, overhead, profit, and associated expenses, which is included in the Base Bid of a Contract. |
| **Work** | The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project. |
## Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>A/E</td>
<td>Architect/Engineer</td>
</tr>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
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<td>ANSI</td>
<td>American National Standards Institute</td>
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<tr>
<td>BIM</td>
<td>Building Information Model</td>
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<tr>
<td>BOD</td>
<td>Basis of Design</td>
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<tr>
<td>CAD</td>
<td>Computer Aided Design</td>
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<tr>
<td>CCC</td>
<td>Certification of Contract Completion</td>
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<tr>
<td>CM</td>
<td>Construction Manager</td>
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<tr>
<td>CM/R</td>
<td>Construction Manager at Risk</td>
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<tr>
<td>CPL</td>
<td>Contractor Payment Ledger</td>
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<td>CPM</td>
<td>Critical Path Method</td>
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<td>CSI</td>
<td>Construction Specifications Institute</td>
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<td>CxA</td>
<td>Commissioning Agent</td>
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<td>DB</td>
<td>Design-Builder</td>
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<tr>
<td>DFSP</td>
<td>Drug-Free Safety Program</td>
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<tr>
<td>DOC</td>
<td>Ohio Department of Commerce</td>
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<td>EFT</td>
<td>Electronic Funds Transfer</td>
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<tr>
<td>E/O</td>
<td>Error/Omission</td>
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<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
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<tr>
<td>FF&amp;E</td>
<td>Fixtures, Furnishings &amp; Equipment</td>
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<tr>
<td>FNA</td>
<td>Facilities Needs Assessment</td>
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<tr>
<td>GC</td>
<td>General Conditions</td>
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<tr>
<td>GSD</td>
<td>General Services Division</td>
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<tr>
<td>GTC</td>
<td>General Trades Contractor</td>
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<tr>
<td>HVAC</td>
<td>Heating, Ventilating and Air Conditioning</td>
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<tr>
<td>IB</td>
<td>Instructions to Bidders</td>
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<tr>
<td>LCCA</td>
<td>Life Cycle Cost Analysis</td>
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<tr>
<td>NEC</td>
<td>National Electric Code</td>
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<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
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<tr>
<td>OAC</td>
<td>Ohio Administrative Code</td>
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<tr>
<td>OAKS</td>
<td>Ohio Administrative Knowledge System</td>
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<tr>
<td>OAKS CI</td>
<td>OAKS Capital Improvements</td>
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<tr>
<td>OBC</td>
<td>Ohio Building Code</td>
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<tr>
<td>OBM</td>
<td>Office of Budget and Management</td>
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<td>OBR</td>
<td>Ohio Board of Regents</td>
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<tr>
<td>Abbreviation</td>
<td>Full Term</td>
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<tr>
<td>O&amp;M</td>
<td>Operations and Maintenance</td>
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<tr>
<td>OPR</td>
<td>Owner's Project Requirements</td>
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<tr>
<td>ORC</td>
<td>Ohio Revised Code</td>
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<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
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<tr>
<td>PC</td>
<td>Project Coordinator</td>
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<tr>
<td>PCS</td>
<td>Project Constructability Services</td>
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<td>POR</td>
<td>Program of Requirements</td>
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<tr>
<td>PM</td>
<td>Project Manager</td>
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<td>RFI</td>
<td>Request for Interpretation</td>
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<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>RFQ</td>
<td>Request for Qualifications</td>
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</tbody>
</table>
Appendix B | Forms & Documents

000 | Concept Development

F010-01 .................................. OAKS CI Application for Access
F010-02 .................................. OAKS CI New Vendor Information
F010-03 .................................. OAKS CI Project Initiation
F070-01 .................................. Local Administration Request (State Agencies)
F070-02 .................................. Enrollment Application for Local Administration Certification (Institutions of Higher Education)

100 | Procurement

C105-01 .................................. OFCC/Agency Agreement
C110-01 .................................. Architect/Engineer Agreement
C110-10 .................................. Architect/Engineer Amendment
C120-01 .................................. CM Adviser Agreement
C120-10 .................................. CM Adviser Amendment
C130-01 .................................. Consultant Agreement for Professional Design Services
C130-02 .................................. Consultant Amendment
F110-01 .................................. Professional Services Payment Request
F110-02 .................................. Architect/Engineer Request for Qualifications (OFCC-administered projects)
F110-05 .................................. Architect/Engineer Response (330) List
F110-06 .................................. Equal Employment Opportunity Requirements
F110-07 .................................. Architect/Engineer Statement of Qualifications Score Tally Sheet
F110-08 .................................. Architect/Engineer Interview Scores
F110-09 .................................. Architect/Engineer Interview Ranking
F110-12 .................................. EDGE Participation / Statement of Intent
F110-13 .................................. EDGE Participation / Demonstration of Good Faith Effort
F110-330 .................................. Statement of Qualifications
F110-99 .................................. Professional Services Evaluation
F140-99 .................................. Contractor Evaluation
L110-01 .................................. Architect/Engineer Agreement Recommendation
L110-02 .................................. Architect/Engineer Amendment Recommendation
L110-03 .................................. Controlling Board Criteria – Architect/Engineer Agreement
L110-04 .................................. Controlling Board Criteria – Architect/Engineer Amendment
L110-06 .................................. Transmittal – Agreement for Signature
L110-07 .................................. Transmittal – Amendment for Signature
L110-08 .................................. Transmittal – Agreement or Amendment and Notice to Proceed
L110-09 .................................. Request for Approval (Director)
L110-10 .................................. Request for Approval (Deputy Director)
L110-11 .................................. Architect/Engineer Interview Notification
L110-12 .................................. Architect/Engineer Selection Notification
L110-13 .................................. Architect/Engineer Non-shortlist Notification
L110-14 .................................. Architect/Engineer Non-selection Notification
Appendix B | Forms & Documents

L110-15 ............................................. Project Cancelled Notification
L140-01 ............................................. Construction Recommendation
L140-02 ............................................. Transmittal – Escrow Agreement
L140-03 ............................................. Escrow Agreement
M110-01 ............................................. Exhibit A - A/E Standard Terms and Conditions
M110-13 ............................................. Exhibit B - A/E’s Scope of Services (General Contracting Project)
M110-16 ............................................. Exhibit B - A/E’s Scope of Services (Multiple-Prime Project)
M110-23 ............................................. Exhibit B - A/E’s Scope of Services (Construction Manager at Risk Project)
M110-26 ............................................. Exhibit B - A/E’s Scope of Services (Multiple-Prime with CM Adviser Project)
M110-53 ............................................. Exhibit B - Criteria A/E’s Scope of Services (Design-Build Project)
M120-01 ............................................. Exhibit A - CM Adviser Standard Terms and Conditions
M120-26 ............................................. Exhibit B - CM’s Scope of Services (Multiple-Prime with CM Adviser Project)

140 | Standard Requirements (Multiple-Prime Contract)

(Listed in order of their MasterFormat number)
M140-01 ............................................. Consolidated Standard Requirements (PDF)
M140-00 00 01 .................................. Instructions to the Architect/Engineer (PDF)
M140-00 01 00 .................................. Document 00 01 00 - Table of Contents (Word)
M140-00 10 00 .................................. Document 00 10 00 - Solicitation (Word)
M140-00 21 13 .................................. Document 00 21 13 - Instructions to Bidders (PDF)
M140-00 22 00 .................................. Document 00 22 00 - Supplementary Instructions
M140-00 41 00 .................................. Document 00 41 00 - Bid Form (Word)
M140-00 43 13 .................................. Document 00 43 13 - Bid Security Form (Fillable PDF)
M140-00 45 13 .................................. Document 00 45 13 - Bidder’s Qualifications (PDF)
M140-00 45 39 .................................. Document 00 45 39 - EDGE Affidavit (PDF)
M140-00 52 00 .................................. Document 00 52 00 - Agreement Form (Word)
M140-00 61 13 .................................. Document 00 61 13 - Performance and Payment Bond Form (Fillable PDF)
M140-00 71 00 .................................. Document 00 71 00 - Contracting Definitions (PDF)
M140-00 72 16 .................................. Document 00 72 16 - General Conditions – Stipulated Sum (Multiple-Prime Contract) (PDF)
M140-00 72 26 .................................. Document 00 72 26 - General Conditions – Construction Manager (Multiple-Prime Contract) (PDF)
M140-00 73 00 .................................. Document 00 73 00 - Supplementary Conditions
M140-00 73 43 .................................. Document 00 73 43 - Wage Rate Requirements (PDF)
M140-00 73 43.50 ............................. Document 00 73 43 - Wage Rate Requirements – Federal Funded Project
M140-24 ............................................. Certification of Contactor’s Signature

160 | Standard Requirements (General Contracting)

(Listed in order of their MasterFormat number)
M160-01 ............................................. Consolidated Standard Requirements (General Contracting) (PDF)
M160-00 00 01 .................................. Instructions to the Architect/Engineer (General Contracting) (PDF)
M160-00 01 00 .................................. Document 00 01 00 - Table of Contents (General Contracting) (Word)
170 | Standard Requirements (CM at Risk)

(Listed in order of their MasterFormat number)
M170-01 ................................ Consolidated Standard Requirements (CM at Risk) (PDF)
M170-00 01 00 ......................... Document 00 01 00 - Table of Contents (CM at Risk) (Word)
M170-00 11 19 ......................... Document 00 11 19 - Request for Proposal (CM at Risk) (Word)
M170-00 21 16 ......................... Document 00 21 16 - Instructions to Proposal (CM at Risk) (PDF)
M170-00 45 16 ......................... Document 00 45 16 - Proposer's Qualifications (CM at Risk) (Word)
M170-00 52 23 ......................... Document 00 52 23 - Agreement Form (CM at Risk) (Word)
M170-00 61 13.13 ....................... Document 00 61 13.13 - Performance Bond Form (CM at Risk and Design-Build) (Fillable PDF)
M170-00 61 13.16 ....................... Document 00 61 13.16 - Payment Bond Form (CM at Risk and Design-Build) (Fillable PDF)
M170-00 63 43 ......................... Document 00 63 43 - GMP Amendment (CM at Risk) (Word)
M170-00 71 00 ......................... Document 00 71 00 - Contracting Definitions (CM at Risk) (PDF)
M170-00 72 23 ......................... Document 00 72 23 - General Conditions (CM at Risk) (PDF)
M170-00 73 43 ......................... Document 00 73 43 - Wage Rate Requirements (CM at Risk) (PDF)

180 | Standard Requirements (Design-Build)

(Listed in order of their MasterFormat number)
M180-01 ................................ Consolidated Standard Requirements (Design-Build) (PDF)
M180-00 01 00 ......................... Document 00 01 00 - Table of Contents (Design-Build) (Word)
M180-00 11 19 ......................... Document 00 11 19 - Request for Proposal (Design-Build) (Word)
M180-00 21 16 ......................... Document 00 21 16 - Instructions to Proposal (Design-Build) (PDF)
M180-00 45 16 ......................... Document 00 45 16 - Proposer's Qualifications (Design-Build) (Word)
M180-00 52 53 ......................... Document 00 52 53 - Agreement Form (Design-Build) (Word)
M180-00 54 13 ......................... Document 00 54 13 - Supplemental Scope Statement (AOR) (Word)
M170-00 61 13.13 ....................... Document 00 61 13.13 - Performance Bond Form (CM at Risk and Design-Build) (Fillable PDF)
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M170-00 61 13.16 ........................... Document 00 61 13.16 - Payment Bond Form (CM at Risk and Design-Build) (Fillable PDF)
M180-00 63 43 ............................... Document 00 63 43 - GMP Amendment (Design-Build) (Word)
M180-00 71 00 ............................... Document 00 71 00 - Contracting Definitions (Design-Build) (PDF)
M180-00 72 53 ............................... Document 00 72 53 - General Conditions (Design-Build) (PDF)
M180-00 73 43 ............................... Document 00 73 43 - Wage Rate Requirements (Design-Build) (PDF)

190 | Standard Requirements (Subcontract Form)
M190-01 ............................... Subcontract Form (General Contracting, CM at Risk, Design-Build) (Word)

200 | Design
F250-02 ................................ FTP Server Project Information
F250-11 ................................ Tax Exemption Certificate
F299-02 ................................ Design Service Acceptance
L240-01 ................................ CD Review Documents
L250-01 ................................ Notice of All Bids Rejected
L250-03 ................................ Bid Extension Request
L250-04 ................................ Transmittal – Contractor’s Cashier Check
L250-06 ................................ Transmittal – Return Late Bid
L250-07 ................................ Non-responsive Bid Notice
L250-09 ................................ Notice of Intent to Award
L250-10 ................................ Letter of Intent – Notice to Proceed
L250-11 ................................ Notice to Proceed
L250-12 ................................ Bid Information Escrow Agreement Letter
L250-13 ................................ Request for Responsible Bidder Information
L250-14 ................................ Notice of Surety Award
M299-01 ................................ Public Bid Advertisement

300 | Construction
F310-01 ................................ Subcontractor Material Supplier Declaration
F330-01 ................................ Contractor Payment Request (formerly F140-01)
F330-02 ................................ Contractor Payment Request – Short Version (formerly F140-02)
F330-03 ................................ Certified Payroll Report (formerly F310-03)
F340-01 ................................ Request for Interpretation (formerly F310-01)
F340-04 ................................ Change Order (formerly F310-04)
F340-06 ................................ Change Directive (formerly F310-02 – Field Work Order)
F350-01 ................................ Field Report (formerly F310-10)
F390-01 ................................ Certification of Contract Completion (formerly F320-01)
F390-02 ................................ Certification of Warranty Commencement (formerly F320-02)
F390-03 ................................ Certification of Equipment Demonstration (formerly F320-03)
F390-04 ................................ Payment Release Affidavit (formerly F399-01)
L310-03 ..................................... 72 Hour Notice
L310-04 ..................................... Notice of 5/15 Termination
L310-05 ..................................... Default/Termination Letter
L310-06 ..................................... Request for Approval - Change Order
L340-02 ..................................... Payroll Schedule (formerly F310-11)
M310-11 ..................................... Section 01 32 16 - Construction Progress Schedule
M310-12 ..................................... Section 01 21 00 - Allowances

Miscellaneous
F640-01 ..................................... Notice of Commencement of Public Improvement (formerly F310-06)
M970-01 ..................................... EDGE Requirement Checklist (formerly F999-01)

DAS Policy Documents (To be revised to OFCC Policy Documents)
DAS Directive GS-D-07 ............ Required Use of Domestic Steel
DAS Directive GS-D-14 ............ Specification Standards

Ohio Administrative Code (OAC)

Selected relevant references
OAC 123:2-16  EDGE Business Development Program
OAC 153:1-1  Professional Design Services (Qualifications-based Selection and Prequalification)
OAC 153:1-2  Form of Contract Documents (CM at Risk and Design-Build)
OAC 153:1-3  Subcontract Form (General Contracting, CM at Risk, and Design-Build)
OAC 153:1-4  Surety Bonds (CM at Risk and Design-Build)
OAC 153:1-5  [Electronic] Advertising for Construction Manager (CM Adviser and CM at Risk)
OAC 153:1-6  Best Value Selection (CM at Risk and Design-Build Firm)
OAC 153:1-7  Prequalification of Prospective Bidders on Subcontracts
OAC 153:1-8  Electronic Bidding (Construction Contracts)
OAC 3318-3  Energy Conservation Standards
OAC 3333-1-24 Local Administration of capital projects receiving over four million dollars in state capital appropriations
OAC 3333-1-28 Criteria for local administration by institutions of higher education
OAC 3333-1-29 Biennial Audits of Capital Projects
OAC 3333-1-30 Monitoring of Capital Projects
OAC 4123-17 General Rating for the State Insurance Fund

Ohio Revised Code (ORC)

Selected relevant references
ORC General Provisions, Chapter 1
ORC 3.12
ORC 7.16
ORC 9.24
ORC 9.33
ORC 9.47
ORC 9.56
ORC Chapter 123
ORC 125.01
ORC 126.14
ORC 126.141
ORC 126.15
ORC 127.16
ORC 127.162
ORC 149.011
ORC 153.01 through ORC 153.20
ORC 153.50 through ORC 153.99
ORC Chapter 156
ORC Chapter 1311
ORC 3345.01, 3345.03, 3345.12, 3345.50, 3345.51
ORC 3354.09
ORC 3357.09
ORC 3358.08
ORC 4113.62
ORC 4115.03
ORC 4115.033
ORC 4115.034
ORC Chapter 4703
ORC Chapter 4733
ORC Chapter 4740

Documents / Forms of Other Agencies

Controlling Board Request (not attached)
DIR 1314, Application for Certificate of Plan Approval (not attached)
Warrants Deposit Electronic Funds Transfer Form (EFT)
IRS W-9 Form
Appendix C | Guide to OAKS CI

72 Hour Notice

The purpose of the 72 Hour Notice Business Process ("BP") is to provide timely notification of a deficiency and assessment of the Contractor's response and course of action to resolve the deficiency.

Type: Project Level, Simple, with Workflow

Stages: This BP is used primarily during the Construction Stage, but may be used through Closeout.

Roles:

- The A/E or CM usually initiates the 72 Hour Notice and evaluates the Contractor's response and recommends acceptance or further action.
- The Contractor acknowledges and responds to the 72 Hour Notice.
- The PM may initiate the 72 Hour Notice, reviews the Contractor's response, and provides guidance to the A/E and CM.
- The PM Supervisor reviews the 72 Hour Notice and approves the Non-compliance Notice if necessary.

Action Items

The Action Items BP allows users to document action items, assign responsibility to a team member, route these assignments for resolution, and report back to the creator once the action item is completed. Action items can be linked to a specific Meeting Minute record if desired.

Type: Project Level, Collaboration type, with Workflow

Stage: This BP may be used during any stage of the project.

Roles:

- The Creator can initiate a new Action Item record. They also review the completed action item and close the record.
- Users in the following roles may create an Action Item: A/E, CM, PM, PM Supervisor, Project Coordinator, Fiscal Officer, and Schedule Manager.
- The Assignee is responsible for resolving the action item either through personal action or by delegating it to a responsible party.
- Any Project User may receive an action item for response.

Advertisements

The Advertisements BP tracks the status of public improvement legal advertisements for competitive bidding by recording the publication source, publication dates, and attaches scanned copies of the legal advertisement and proof of publication.

Type: Project Level, Non-Workflow with Line Items. This is a single page web-based record and is intended for use by professional services providers, state agencies, and universities.

Stage: This BP is used primarily during the Bid & Award Stage, but may be used to for CM Procurement in earlier stages of the project.

Roles:

- The A/E creates and edits the Advertisement record for construction contracts.
- Program Services (Team Support in OAKS CI) creates and edits the Advertisement record for construction contracts when OFCC is the A/E.
• The Owner usually creates and edits the Advertisement record for CM contracts.
• Program Services may create and edit CM Advertisements.

Bid Planning Calendar

The Bid Planning Calendar is a tool used to plan, manage and coordinate public improvement bidding. All organizations using OAKS CI to manage public construction work will have access to it. The calendar collects the date and location of pre-bid meetings and bid openings for each project. Reports are available to summarize this information and assist in scheduling meetings to avoid conflicts with other nearby projects.

**Type:** Company Level, Simple, Non-Workflow

**Stage:** This BP is used during the Bid & Award Stage as an aid to the Contractor Procurement process, but could be used earlier in the project to plan effectively.

**Roles:**
- Bid Planners will enter and modify bid meeting information in the Bid Planning Calendar.
- A/Es and PMs will use the Bid Planning Calendar as a reference, planning, and reporting tool.

Budget - Initial

The purpose of the Budget - Initial BP is to record the initial budget established for the project. The approval of the overall budget occurs externally. OAKS CI can track pending budget requests during the approval process in the Pending Budget column of the Cost Sheet. Once external approval is achieved, it is recorded in OAKS CI and moved to the Approved Budget column in the Cost Sheet.

**Type:** Project Level, Workflow, Generic, Cost (Line Item with Work Breakdown Structure (WBS)).

**Stage:** This BP will generally be used during the Concept Development Stage and influences the Planning, Design, and Construction Execution processes.

**Roles:**
- Various roles may be involved in the budget process depending of the organization sponsoring the project.
- The Creator creates the initial budget record.
- The Reviewer reviews the initial budget and enters approval once budget approval is received.

Budget - Revisions

The purpose of the Budget - Revisions BP is to track revisions to the initial and approved budget. Two workflows are available: Budget - Revisions with Approval and Budget - Revisions without Approval. The approval of the overall budget occurs externally.

**Type:** Project Level, Workflow, Generic, Cost (Line Items with WBS)

**Stage:** This BP may be used at any stage of the project as the funding and budget develop.

**Roles:**
- Various roles may be involved in the budget process depending of the organization sponsoring the project.
- The Creator creates the revised budget record.
- The Reviewer reviews the revised budget and enters approval once external budget approval is received.
Change Order

The Change Order BP implements changes to the Contract following stringent and tested protocol and with minimal adverse effect to the contract. Change Orders are approved utilizing Work Breakdown Structure (WBS) codes to incorporate changes in the Schedule of Values (SOV) framework and the Project Cost Sheet.

**Type:** Project Level, Cost (Change Commit) Type (Line Item with WBS) multi-record with workflow

**Stage:** This BP is used primarily during the Construction Stage, but may be used to reconcile Allowances, Unit Prices, and other items during the Closeout Stage.

**Roles:**
- The A/E or Contractor may initiate the Change Order BP. The creator of the record must first select which of three change order initiation processes (Change Directive, PR, or RCO - see below) will be utilized, initiates the Change Order workflow record, and advances the record based on the type of change order being created.
- A Change Directive (formerly called a Field Work Order) is used for revisions requiring immediate or urgent attention that could adversely impact the project schedule, a safety issue, etc. The Change Directive is initiated by the A/E.
- A Proposal Request (PR) is used when the revision will not adversely impact the construction schedule or the finished product. The A/E initiates the PR and requests a proposal from the Contractor.
- A Request for Change Order (RCO) results from an RFI or other impact. The Contractor initiates the record at the creation step and enters detailed cost proposal information in the next step.

Closeout - Contractor

Contract completion is not fully realized until all work is correctly completed and accepted. A major element of contract completion is the complete and acceptable submittal of all closeout requirements. The Contractor Closeout record documents receipt and acceptance of the contractors’ closeout requirements.

**Type:** Project Level, Non-Workflow, Multiple Records

**Stage:** This BP is used exclusively during the Closeout Stage for facilitating closeout of the Contractor’s Contract.

**Roles:**
- The A/E creates and updates the Contractor Closeout record as items are received from each Contractor. The closeout items are scanned and uploaded into the Document Manager. Hard copies are turned over to the Owner at the end of the project.
- Other project team members, including the PM, Project Coordinator, CM, and Owner’s Representative may review the Contractor Closeout record.

Closeout - Professional Services

Closeout of the Professional Services (PS) Agreement commences with the closeout period of the Contractor and continues beyond the project Contract Completion date into the Post-Construction Phase. The majority of the PS Closeout responsibilities require confirmation of satisfactory transmission of Contractor closeout requirements to the Contracting Authority and Owner.

**Type:** Project Level, Simple, Non-Workflow, Multiple Records

**Stage:** This BP is used exclusively during the Closeout Stage for facilitating closeout of the A/E and CM’s Agreements.
Roles:
- The PM creates and updates the Closeout - Professional Services record as closeout items are received and transmitted to the Owner.
- Other project team members, including the Project Coordinator, A/E, CM, and Owner may review the PS Closeout record.

Contracts

The purpose of this BP is to prepare and execute the contract following the Bidding process. The completion of this BP will result in a fully executed paper Contract, issuance of the Notice to Proceed, and entry of the contract value on the Project Cost Sheet. This BP starts with receipt of the bidder recommendation letter. Coordination with the Owner is important for the timely receipt of funding certification required for contract execution.

Type: Project Level, Cost Type (Line Items with WBS), with Workflow

Stage: This BP is used during the Bid & Award Stage.

Roles:
- The Project Coordinator creates the record; enters the contract sum into a single WBS code; issues the Notice of Intent to Award; facilitates the contract execution process; requests and reviews pre-award document submittals; receives and incorporates funding certification; and prepares and distributes the Notice to Proceed and Contract Form.
- The PM provides initial review of the Contract record, manages the contract execution process, and reviews and approves adjustments to the Contract.
- The Contractor prepares and submits the required contract submittals, reviews and approves the Contract record, and signs the Contract Form.
- The Director, or designee, reviews and approves the Contract record, and signs the Contract Form.
- The Attorney General reviews and approves the Contract record, and signs the Contract Form.

Contract Schedule of Values

This BP provides for submission, review, and approval of the Contractor's Schedule of Values (SOV) utilizing Work Breakdown Structure (WBS) codes based on CSI MasterFormat. The SOV submitted and approved in this BP becomes the basis for Contractor pay requests. Once the SOV is approved, the entries for each WBS code replace the budget entries on the project Cost Sheet.

Type: Project Level, Cost Type (Line Item with WBS), Multi-record with Workflow.

Stage: This BP is used during the Construction Stage, prior to making payments to provide a manageable breakdown of the Contract. Before a vendor can be included on the SOV, the vendor must be approved through the Subcontractor Supplier Declaration BP.

Roles:
- The Contractor creates the SOV, identifies items of work provided by subcontractors and material suppliers, and negotiates details with the A/E.
- The CM reviews the SOV and forwards it to the A/E.
- The A/E reviews the SOV, negotiates details with the Contractor, and recommends approval.
- The Project Coordinator reviews the SOV and determines that EDGE participation is accurately identified and forwards it to the PM.
The PM reviews the SOV, requests clarification and updates from the Contractor, and approves the record when complete.

Contractor Evaluation

Contractor Evaluations are completed by the Contracting Authority during the progress of a project, upon completion of a phase of a project and/or completion of the project. The information in these evaluations will be retained in OAKS CI for use in determining the responsibility of a contractor for award of future contracts.

Type: Project Level, with Workflow

Stage: This BP is used primarily during the Closeout Stage, but may be performed at the conclusion of each phase for complex projects.

Roles:
- The Project Manager creates the evaluation record and evaluates the Contractor and forwards the record to the PM Supervisor.
- The PM Supervisor reviews the evaluation, returns it for clarification if needed, and approves the record when complete.

Contractor Pay Request

The Contractor Pay Request BP provides a structured procedure for the timely submission, review, approval, and tracking of Contractor Pay Requests and enters expenditures into the Project Cost Sheet. The BP also tracks utilization of EDGE businesses, apprentices, and subcontractors during the pay period. The Contractor must also perform the Prevailing Wage Report BP to file Certified Payroll Reports associated with each application.

Type: Project Level, Cost Type (Line Item with WBS), multi-record with Workflow.

Classification: Payment Application

Stage: This BP is used primarily during the Construction Stage, but is used for Final Payment during Closeout.

Roles:
- The Contractor creates the Pay Request record and provides clarifications and updates when requested. The CM if applicable, and the A/E review and recommend approval of the Pay Request.
- The Prevailing Wage Coordinator reviews the Pay Request to check compliance with prevailing wage regulations.
- The Project Coordinator reviews and validates the Pay Request.
- The PM reviews and approves the Pay Request.
- The PM Supervisor must review and approve the Final Pay Request.
- The Owner's Financial staff determines the source of funding (state or local funds) and creates the voucher to process the Request for Payment.

Departments

A Department is a subdivision of an organization with its own name and identification. In this BP, all pertinent departmental information will be collected for reference in the Project Information BP and for reporting purposes.

Type: Company Level, Non-Workflow
Stage: This BP is used prior to beginning any project in which the organization is an Owner or Contracting Authority. The information entered will feed other BPs during every stage.

Roles:
- Company Administrators will enter and maintain this information for all projects.
- All Project Users will use this information for reference and reporting purposes.

Design Reviews

The Design Reviews BP provides for electronic submission, review, and approval of the program verification, schematic design, design development, and construction documents. This BP must be performed at specific stages of the design process as defined in the A/E Agreement.

Type: Project Level, Document Type, with Workflow

Stage: This BP is used exclusively during the Design Stage.

Roles:
- The A/E creates the design documents, loads them into the Document Manager, creates the Design Review record, and submits it to the PM for review.
- The A/E also responds to comments from the review participants.
- The PM provides initial review to ensure completeness of items being submitted and facilitates the detailed review by all appropriate reviewers through a Discussion Group.
- The Review Participants perform detailed review of design documents and related submittals and submit a comment log to the PM.
- The Review Participants may include the PM, CM or Constructability Review Consultant, Commissioning Agent if applicable, OFCC Energy Services, or others as appropriate.
- The A/E responds to comments from the review participants.

Escrow Accounts

The purpose of the Escrow Accounts BP is to track and report any funds deposited in escrow on a project. This can include retainage, liens and statutory delay forfeiture (liquidated damages) and other miscellaneous escrows.

Type: Project Level, Line Item Type, Multi-record, Non-Workflow

Stage: This BP is used during the Construction Stage, but tracked funds may not be released until a project has been otherwise closed out.

Roles:
- The Fiscal Officer or Project Coordinator creates the Escrow Accounts record in support of a lien claim or project labor retainage.
- Monies are deposited into the escrow account and the account number is documented in the record.
- One or more releases may occur over time until all issues are resolved, monies released and the escrow account is closed.

Facilities

The Facilities BP will create a Facilities record that will maintain specific attributes (year built, construction, description, square footage, etc) about a building or structure. Projects are related to a specific facility allowing reporting of project activity in a facility over time.
Type: Company Level, Non-Workflow

Stage: This BP is used prior to beginning any project at a given facility. The information entered will feed other BPs during every stage for projects at this facility. The Properties BP must precede this BP before a project may be initiated at a facility.

Roles:
- Company Administrators and Project Administrators will create and maintain Facility information.
- All Project Users will use this information for reference and reporting purposes.

Field Reports

This BP provides a means to store Field Reports. Reports may be directly entered in OAKS CI or they may be attached to the record as a scanned file of the handwritten report prepared during a site visit. Note that scanned attachments cannot be searched at a later date to retrieve contents related to a topic of interest. Information entered directly and typed attachments may be searched.

Type: Project Level, Simple, Non-Workflow

Stage: This BP is used during the Construction Stage and Closeout.

Roles:
- The PM creates field reports on assigned projects to report activity and problems on the related project.
- The A/E and CM also have permission to create field reports if desired..

Financial Institutions

The purpose of the Financial Institutions BP is to provide a record of all the financial institutions used for escrow by agencies and institutions using OAKS CI. The BP record includes the name, address and contact information for each financial institution for escrow accounts for retainage, lien escrow, and other withholdings.

Type: Company Level, Non-Workflow, with Line Items

Stage: This BP is generally used prior to beginning a project. The information entered will feed the Escrow Accounts BP during the Construction Stage.

Roles: The Fiscal Officer creates and maintains the financial institution record, coordinates escrow agreements with the financial institution, and manages the deposit and release of retained funds with the financial institution.

Financial Risks

The purpose of this BP is to provide the PM with a management tool to account for future, unknown or unplanned costs expenses in the Project Cost Sheet. The PM should use this BP to record any unexpected or unplanned expenditures usually resulting from professional services amendments, change orders, and claims. Once the risk has been realized in the form of a amendment, change order, or miscellaneous expense it is closed in the Financial Risk log. Likewise, items that are never realized may be closed to remove them from the Project Cost Sheet.

Type: Project level, Cost, Line Items with WBS Code, Non-Workflow, Generic

Stage: This BP is used throughout the project, primarily beginning in the Design Stage and may extend beyond the Closeout Stage if claims or other risks remain unresolved.

Roles: The PM creates and edits the Financial Risks record, and closes the record when the risk is resolved as a contracted item or is cancelled.
**Fund Allocation**

The purpose of this BP is to allocate funds to the project. Funds provided from various sources are allocated and are then reflected on both the project and company fund sheets.

**Type:** Project Level, Cost Type, Multi-Record, Line Items with Fund Code, with Workflow

**Stage:** This BP is usually used during the Concept Development Stage, but additional funding sources may be identified throughout the course of the project.

**Roles:**
- Various roles may be involved in the funding process.
- The Fund Allocation is typically entered by the Owner Financial, Project Controls Administrator, or Project Coordinator.
- The Creator creates and enters the Funding Allocation and Updates as per PM’s request for clarification.

**Fund Release**

The purpose of this BP is to document the release of funds to the project by the Controlling Board, a university board of trustees, or other authorizing group. The actual release of funds is performed outside OAKS CI. This BP also records the release of funds in the Company and Project Fund Sheets.

**Type:** Project Level, Cost Type, Multi-Record, Line Items with Fund Code and Workflow

**Stage:** This BP is used during the Concept Development Stage for property acquisition and professional services procurement, and during the Bid & Award Stage for contractor procurement.

**Roles:**
- Various roles may be involved in the funding process.
- The Fund Release is typically entered by the Owner Financial, Project Controls Administrator, or Project Coordinator.
- The Creator creates and approves the Fund Release record.

**Fund Transfer**

The purpose of this BP is to transfer appropriations from one fund to another fund. The line item total will always be a "Net Zero" amount. Although this BP is at the Project Level, its effect is at the company level, where it modifies the appropriation of funds by transferring amounts between funds. If a new fund is been created by this transfer, it is necessary to contact a company administrator to first create the fund at the Company level, and then create the Fund Transfer record. This BP records transfers approved by the Controlling Board or a university board of trustees.

**Type:** Project Level, Cost Type, Multi-Record, Line Items with Fund Code, with Workflow

**Classification:** Generic

**Stage:** This BP may be used during any stage of the project. It may also be used after Closeout to transfer remaining fund balances to other projects.

**Roles:**
- Various roles may be involved in the funding process.
- The Fund Transfer is typically entered by Owner Financial, Project Controls Administrator, or Project Coordinator.
The Creator creates and approves the Fund Transfer record.

**Liens**

The purpose of this BP is to record, track and report project related liens. The BP records the liens by project and contractor, identifies when liens are filed and released, and records the original lien amount, amounts of releases, and the lien balance. A lien is a legal form of security interest filed to secure payment of a debt or other obligation against a specific vendor by material suppliers, subcontractors, or other providers of labor and/or materials for a public improvement contract. Under Ohio Lien law for public construction, liens can only be filed against funds due a prime contractor.

**Type:** Project Level, Cost Type, Multi-Record, Line Items with Fund Code, with Workflow

**Classification:** Generic

**Stage:** This BP is used during the Construction Stage, but may extend beyond project completion if liens remain unresolved.

**Roles:** The Fiscal Officer or Project Accountant creates the Liens record to document a claim filed against a specific vendor, and maintains and updates the status of each Lien record until released or resolved.

**Local Administration Authorization Request**

This BP is used by an Agency or Institution of Higher Education to request authorization to manage their own construction project. An Agency must request authorization for every project under $1.5 million. A non-certified Institution of Higher Education must request authorization for every project over $4 million.

**Type:** Project Level, with Workflow

**Stage:** This BP is used initially during the Concept Development Stage, but may be used to request increases in authority based on increased project costs.

**Roles:**

- For an Agency:
  - The Agency PM Supervisor will request Local Administration.
  - OFCC Program Services (Team Support in OAKS CI) will validate the request is complete, and will prepare necessary paperwork for OFCC approval.
  - The OFCC Fiscal Officer will review the application and recommend whether the request should be approved, add comments if necessary, and route it to the appropriate Program Manager.
  - The OFCC Program Manager (DSA in OAKS CI) will send the LAR record for package generation (approved), return it to the creator for update or reject the request.

- For an Institution of Higher Education:
  - The Institutional Designee will initiate the request.
  - OFCC Program Services and the OFCC Fiscal Officer will have the same role as an agency request.
  - The OFCC Program Manager recommends approval to the Chief of Projects, who recommends approval to the Board of Regents, who approves and forward to the Executive Director for final approval.

**Meeting Minutes**

This BP provides a means to store meeting agendas and minutes. Agendas and minutes are created as a Word document, loaded to the Document Manager and attached to the record. They can be accessed by all team members who are OAKS CI users.
Type: Project Level, Simple, with Workflow

Stage: This BP may be used at any stage of the project. Meetings can be documented early in Concept Development, through the Design, Bid & Award, Construction, and Closeout Stages.

Roles: Any user may create a Meeting Minutes record and attach meeting agendas or minutes.

**Miscellaneous Commit**

This BP provides a means to record miscellaneous project related commitment in the Project Cost Sheet. The entries may include miscellaneous fees, permit costs, printing, FF&E, percent for art, and any other commitments not recorded as a part of Agreements, Amendment, Contracts, or Change Orders.

Type: Project Level, Workflow, Generic, Cost, Line Items with WBS

Stage: This BP may be used during any stage of the project.

Roles:
- The Owner may create the Miscellaneous Commit record.
- The Owner Financial may create the Miscellaneous Commit record.
- The Owner Financial obtains a purchase order for the commitment and enters the purchase order information on the record.
- The Project Coordinator may create the Miscellaneous Commit record.
- The Project Manager reviews and approves the Miscellaneous Commit record, and updates the record.

**Miscellaneous Invoice**

This BP provides a means to allocate funds for payment of a Miscellaneous Commit previously created for a project. The expenses may include miscellaneous fees, permit costs, printing, FF&E, or any expense not covered by an Agreement, Amendment, Contract, or Change Order. This BP will be used primarily by the colleges and universities, and may be used by state agencies.

Type: Project Level, Cost, Line Items with WBS, General Spends

Stage: This BP may be used during any stage of the project.

Roles:
- The Project Coordinator creates the Miscellaneous Invoice record upon receipt of the invoice; submits the record to the PM for review and approval; and updates or corrects the record.
- The PM reviews and approves the Miscellaneous Invoice record; and forwards the record to the Owner Financial for Payment Processing.
- The Owner Financial obtains a voucher to pay the invoice; and documents the payment information on the Miscellaneous Invoice record.

**Memorandum of Understanding**

The purpose of this BP is to maintain a record of completed Memorandums of Understanding (MOU) between project participants. All development, review, and approval of the MOU is completed outside of OAKS CI. The MOU is used to communicate and confirm ideas, directives, and other communications between persons within or between organizations.

Type: Project Level, Simple, Non-Workflow, Multi-record.

Stage: This BP is used early in the project, usually during Concept Development.
Roles: The PM or PM Supervisor may create and maintain the MOU record.

Newspapers

The purpose of this BP is to provide a repository of newspapers providing legal advertisements for construction contracts and announcements of construction management selection processes and other required legal announcements.

Type: Company Level, Simple, Non-Workflow

Stage: This BP is used at any time to maintain the database of available newspapers.

Roles:

- The Project Coordinator enters and maintains the Newspaper record.
- The Project Coordinator will use the record to select the newspaper in which to advertise for a project.

Organizations

This BP captures information about an Organization to be used as a reference for other business processes. Organization is intended to identify a State Agency or state-supported two- or four-year, college or university. Each Organization should be entered only once.

Type: Company Level, Non-Workflow

Stage: This BP is used before an organization begins using OAKS-CI.

Roles:

- Company Administrators will enter and maintain this information for all projects.
- All Project Users will use this information for reference and reporting purposes.

Organization Vendors

An Organization Vendors record is formed by selecting an Organization and a Vendor. Local accounting information such as vendor number and address codes can be added to this record for use in documenting purchase orders and vouchers. One vendor may be used by many organizations resulting in many Organization Vendors records.

Type: Company Level, Non-Workflow

Stage: This BP is used at any time to maintain the database of available newspapers.

Roles:

- Project Administrators and Company Administrators set up vendors in this BP.
- All Project Users use this information for reference and reporting purposes.

Prevailing Wage Report

This BP provides a consolidated reporting tool for Certified Payroll Report records within OAKS CI. Weekly payroll report records may be provided as an attachment to this BP or they may be provided on paper and delivered to the Contracting Authority. The prime contractor can use this BP as a tool to compile and amend or update payroll reports for its labor and subcontract labor during each Pay Request period.

Type: Project Level, Simple, Multi-Record, Non-Workflow

Stage: This BP is used during the Construction and Closeout stages.
Roles: The Contractor creates the prevailing wage report record for each pay request submitted.

Professional Services Acquisition

The purpose of the Professional Services (PS) Acquisition BP is to provide electronic review and approval of the A/E, Construction Manager, and Consultant procurement process.

Type: Project Level, Simple-type, Multi-record, with Workflow

Stage: This BP is used during the Concept Development Stage for the A/E, but may be used during design to acquire a CM.

Roles:
- Team Support creates the record upon receipt of an F-110-330 form; distributes submissions and scoring sheets to evaluators and enters the scores; notifies short-listed and non-short-listed firms; arranges the interviews; distributes packets to the interview panel and enters the ranking; and notifies selected and non-selected firms.
- Reviewers / PMs evaluate and score the submissions, and evaluate and rank the interviewed firms.
- The PM Supervisor approves the short-listed firms, and recommends approval of the selected firm.
- The Contracting Authority approves the selected firm.

Professional Services Agreements

This BP is used to execute the agreement with the selected design professional, CM or consultant. The BP utilizes the information presented in the Technical Proposal to develop the contract language and fee requirements for the Professional Services Agreement. Upon completion, the Professional Services Provider (A/E, CM, or Consultant) will receive a hard copy contract and authorization to proceed with the work. The BP also establishes the Schedule of Values (SOV) for Professional Services Pay Requests.

Type: Project Level, Cost Type (Line Item with WBS), Multi-record, with Workflow

Stage: This BP is used during the Concept Development Stage for the A/E, but may be used during design to acquire a CM.

Roles:
- The Professional Services Provider initiates the record, provides clarification and updates upon request, reviews and signs the resulting Agreement.
- The Project Coordinator may create the record from the provider’s Technical Proposal, prepares the Recommendation Letter and Controlling Board Criteria, prepares and distributes the Agreement and Notice to Commence Services.
- The PM Supervisor reviews and approves the Owner Agreement in the “OFCC with Internal A/E” schema.
- The Contracting Authority signs the Agreement and ensures certification of funding.
- The Owner concurs with the agreement and obtains funding in the form of a purchase order.
- The Attorney General signs the Agreement with approval as to form and reviews and approves the electronic record.
- The Professional Services Provider acknowledges the Notice to Commence Services.

Professional Services Amendments

This BP is used to provide for the submission, review, and approval of amendments to the Professional Services Agreement. The BP provides the Amendment document and other necessary communication using
custom prints. Once the approval process has been completed, which includes funding, a Notice to Proceed will be sent to the Professional Services Provider authorizing work to begin.

**Type:** Project Level, Cost Type (Line Items with WBS), Multi-record, with Workflow

**Stage:** This BP may be used during any stage of the project after execution of the Professional Services Agreement.

**Roles:**
- The Professional Services Provider initiates the amendment process, creates the amendment record, negotiates scope and terms of the Amendment, and signs the Amendment document.
- The Project Manager negotiates scope and terms with the Professional Services Provider, reviews the Amendment, and forwards to the Project Coordinator.
- The Professional Services Provider initiates the amendment process, creates the amendment record, negotiates scope and terms of the Amendment, and signs the Amendment document.
- The Project Manager negotiates scope and terms with the Professional Services Provider, reviews the Amendment, and forwards to the Project Coordinator.
- The PM Supervisor reviews and recommends approval or revisions to amendments negotiated by the Project Manager when OFCC is serving as the project's A/E.
- The Owner concurs with the amendment and obtains funding in the form of a purchase order. The Contracting Authority reviews the Amendment and signs the completed Amendment.

### Professional Services Evaluation

A/E Evaluations will be completed by the Contracting Authority. Depending on the size of the project, the evaluation could be performed upon completion of each design stage or upon the completion of a project. The information in these evaluations will be retained in OAKS CI for use in determining the qualifications of an A/E for award of future contracts.

**Type:** Project Level, with Workflow.

**Stage:** This BP is used primarily during the Closeout Stage, but may be performed at the conclusion of each stage of design for complex projects.

**Roles:**
- The Project Manager creates the evaluation record and evaluates the A/E.
- The PM Supervisor reviews the evaluation, returns it for clarification if needed, and forwards it to the A/E.
- The A/E reviews the evaluation, submits any comments, and returns the it to the Contracting Authority.

### Professional Services Fee Allowance

This BP records the approved fee amount for each executed change order which enables the A/E to request payment for the services performed. The BP calculates the standard fee and allows the creator to make adjustments as needed. The BP executes a net-zero transfer on the schedule of values from the contract Change Order Fee Allowance to the A/E’s Additional Services Change Order Fees.

**Type:** Project Level, Cost Type (Line Item with WBS), Non-Workflow

**Stage:** This BP is used during the Construction and Closeout stages.

**Roles:**
- The Project Manager creates the Change Order Fee Allowance record.
The Project Coordinator may create the Change Order Fee Allowance record in lieu of the Project Manager.

**Professional Services Pay Request**

This BP provides for the submission, review, and approval of interim or final payment requests for services completed by the provider. The BP references and relates directly to the Schedule of Values (SOV) Line Item amounts outlined in the Professional Service Provider’s Agreement.

**Type:** Project Level, Cost Type (Line Items with WBS), General Spends, with Workflow.

**Stage:** This BP may be used during any stage of the project after execution of the Professional Services Agreement.

**Roles:**

- **Professional Services Provider:**
  - Creates the pay request record and submits the record to the Project Manager
  - Provides clarification and updates as requested and can also withdraw the payment request
- **Project Manager:**
  - Reviews the payment request record, requests clarification and updates and recommends approval.
- **Project Coordinator:**
  - Reviews and confirms that the mechanics of the pay request are accurate and ensures that all necessary information and forms are present
  - Requests clarification and updates (from either the Project Manager or the Professional Services Provider)
  - Sends the record to the Owner for payment
- **Project Manager Supervisor:**
  - Receives this record from the Project Coordinator when this is the final payment
  - Request clarification and updates from the Project Manager
  - Forwards the final payment to the Owner once it has been approved
- **Owner’s Representative:**
  - Authorizes and initiates payment
  - Requests clarification or updates from the Project Manager
- **Owner’s Financial:**
  - Creates the payment voucher to pay the request
  - Records the Voucher information if it was created manually

**Program of Requirements**

This BP provides for the submission, review, and acceptance of the Program of Requirements (POR). The POR is the formal statement of what the project is intended to include and accomplish, and forms the basis of the A/E Agreement. The actual POR is not developed in OAKS CI. The completed documents that make up the POR are attached to the record and routed for acceptance via OAKS CI workflow.

**Type:** Project Level, Simple Type, Multi-record with Workflow

**Stage:** This BP is used early in the project, usually during Concept Development.
Roles:
- The roles associated with this BP vary depending on whether the POR is developed by the owner prior to hiring an A/E, or developed by the A/E as an Additional Service.
  - The Owner or the A/E initiates the POR record and submits the competed POR for acceptance, and updates or clarifies the POR documents based on review comments.
  - If the Owner develops the POR:
    - The Contracting Authority or PM Supervisor reviews, approves, and recommends acceptance.
    - The Project Manager reviews to ensure it is adequate for use in establishing an agreement with the A/E and accepts the POR.
  - If the A/E develops the POR:
    - The Project Manager reviews, approves, and recommends acceptance.
    - The Owner reviews and accepts the POR at this step.

Project Information

This BP captures static information related to the project including the description of the project, project status, geographical information, and names and contact information for key resources involved in the project. The information entered through this BP is primarily used for reference, populating custom print documents, and reporting purposes.

Type: Project Level, Line Item Type, Single Record, Non-Workflow

Stage: This BP is used prior to beginning a project. The information entered will feed other BPs during every stage of the project at this property. This BP must precede all other Project Level BPs. Additional information may be entered in the record as the project progresses.

Roles:
- The Project Administrator will create the Project Information record and enter information available at the time. Ownership of the record will be passed to the Project Manager.
- The Project Manager or their Designee update and edit the Project Information record.

Project Vendors

This BP maintains contact and accounting information for all project vendors who hold a contract with the contracting authority of the project. Prime contractors, professional services providers and vendors holding a miscellaneous commit are documented. Subcontractors, material suppliers to the prime contractors, and unsuccessful bidders are not entered in the Project Vendors BP (see the Subcontractor Supplier Declaration BP). A Project Vendor record is formed by selecting an Organization Vendor record and adding project contact information.

Type: Project Level, Non-Workflow

Stage: This BP is used at any time to maintain the database of available newspapers.

Roles:
- The Project Administrator or a Project Coordinator will enter and maintain Project Vendors information.
- All Project Users use this information for reference and reporting purposes.

Properties

This BP will collect and maintain information relative to each property for use by other business processes and for reporting purposes. A Property is defined as an area of land where a facility may be located.
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Type: Company Level, Non-Workflow

Stage: This BP is used prior to beginning any project at a given property. The information entered will feed other BPs during every stage of each project at this property. This BP must precede the Facilities BP for any projects on the property.

Roles:
- The Company Administrator will enter and maintain Property information.
- All Project Users will use this information for reference and reporting purposes.

Punch List

The purpose of this BP is to provide a structured process for the submission, evaluation, and final approval of the Contractor’s work requirements. The process includes the submission and evaluation of a list of defective items in an attached punch list and a notification when the work is deemed to be acceptable. This BP may also be used to track the timeliness of inspections and the final acceptance process.

Type: Project Level, Simple Type, Multi-Record, with Workflow

Stage: This BP is used during the Closeout Stage.

Roles:
- The Contractor creates and submits the Punch List for Review to the A/E, through the CM if applicable, with an attached list of any remaining non-compliant work items. This list includes a justification for the incomplete work and a schedule for completing the non-compliant work items; provides updates of the list when requested; completes the Punch List requirements compiled by the A/E and submits for final inspection.
- The A/E reviews and accepts the Contractor’s Punch List; evaluates the Contractor’s work with the Project Manager and the Owner and compiles the A/E’s Punch List; performs the final inspection (or re-inspection) of the completed or corrected work; when the work is satisfactorily completed, the A/E accepts the Punch List completing the workflow.

Purchase Orders

The purpose of this BP is to record purchase orders (PO) made in both OAKS FIN and any local accounting systems related to the project. PO records are accrued on the Fund Sheet to maintain a correct balance of funds encumbered by the project. The BP supports integration with OAKS FIN via the INF17 and INF18 integration modules. Through this interface, POs created in OAKS CI can be transferred to OAKS FIN. OAKS FIN returns status information to OAKS CI, which is posted to the correct BP record. The Purchase Order BP also supports manual creation of the purchase order in the system of record with duplicate entry of the purchase order data in OAKS CI.

Type: Project Level, Generic, Cost (Line Items with Fund Breakdown Structure), Multiple Record, Non-Workflow

Stage: This BP may be used at any stage of the project as agreements, contracts, and miscellaneous commits are executed. A Purchase Order precedes contract execution, but is not required to initiate acquisition and procurement BPs.

Roles:
- Roles are dependent on whether integration is being used to create Purchase Order records in OAKS FIN.
- With Integration:
  - Owner Financial creates the PO record and sets the status to initiate integration. INF17 transfers the record to OAKS FIN. INF18 returns status information to OAKS CI and updates the PO record.
Request for Interpretation

A Request for Interpretation (RFI) is a written request to the A/E seeking an interpretation or clarification of the contract documents. This BP provides the format and procedures for the submission, review and responses to a RFI. The State’s Front End documents provide the following time constraints on RFIs: The A/E has 3 days to review and respond. The Contractor has 3 days to accept the response from the A/E. If there is a cost or schedule impact, the Contractor has 7 days to request for change order in the Change Order BP.

Type: Project Level with Workflow
Stage: This BP is used during the Construction and Closeout stages.

Roles:
- The Contractor or the Owner may submit a RFI to the A/E for a clarification or interpretation of the contract documents.
- The CM if applicable, reviews the RFI to ensure it is valid, may return the RFI to the Contractor for update or forward it to the A/E.
- The A/E responds to the RFI. The A/E may forward the RFI to one or more of its Consultants.
- A Consultant may be required to provide input or respond to an RFI at the request of the A/E.

Request for Qualifications

For all state funded projects, the Owner must submit a request to the respective Program Manager of their intent to have OFCC publish a project announcement for the project. The PM will, in consultation with the Owner, review and if necessary modify the project announcement and score sheet information. The completed announcement will be published on the OAKS CI Web site. This BP provides for the creation, submission, review and modification, and approval of the project announcement. This BP is based on the Statement of Qualifications (F110-330) form.

Type: Project Level, Simple, with Workflow
Stage: This BP is used during the Construction and Closeout stages.

Roles:
- The Project Manager:
  - Creates the initial RFQ
  - Collaborates with the Owner to develop the completed RFQ submitted to OFCC
- The Owner:
  - Reviews the RFQ
  - Collaborates with the PM to develop the completed RFQ submitted to OFCC
- The Program Manager (DSA):
  - Reviews the RFQ for state-funded projects for the agencies/institutions in its portfolio
- The Ohio Register Editor:
  - Manages the RFQ process
  - Determines if RFQs require review and routes them accordingly
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- Generates RFQ using a custom print and edits the document
- Attaches the RFQ to the record
- Publishes RFQ on the Web site.

**OFCC Billings**

The purpose of this BP is to provide a list of transactions and their related fees and billings for OFCC-administered and locally-administered projects. This BP is only updated from the OFCC Billings process and is not editable by users. Setting the project status to inactive will exclude this project from any OFCC Billings.

**Type:** Project Level, Line Item Type, Single Record, Non-Workflow

**Stage:** This BP may be used during any stage of the project.

**Roles:** This record is either created by the OFCC Fiscal Officer or auto created via Web Service and is updated by the system via integration module INF28. The OFCC Fiscal Officer can set the record to inactive or active.

**OFCC Fee Structure**

The purpose of this BP is to define a fee structure for use on projects. There are multiple fee structures, each of which is created and maintained through this BP. Each fee structure will be given a title. The title will be used to assign that fee structure to a project on the Project Information record.

**Type:** Company Level, Simple Type

**Stage:** This BP is used prior to beginning any project in which the fee structure will be used.

**Roles:** The OFCC Fiscal Officer creates and edits the fee structure.

**OFCC Fees**

The purpose of this BP is to initiate the OFCC billing process and to provide information for the output file generated by the process. The INF28 Integration Process runs on a nightly basis and if the "Run Billing?" field is set to "Yes" then it will initiate the OFCC billing process. Once the process completes it will set the value of the "Run Bill?" field back to "No". This process allows an administrator to determine when this process should be run.

**Type:** Company Level, Simple Type, Non-Workflow

**Stage:** This BP is used primarily beginning in the Design Stage and may extend beyond the Closeout Stage as OFCC bills the agency or institution for its fees.

**Roles:** This record is created and updated by the OFCC Fiscal Officer. It is also updated by the system via integration module INF28.

**Schedule Approvals**

The Construction Schedule is the single most important management tool on a construction project. A properly coordinated, updated, and managed construction schedule can mean the difference between success and failure of the project. The schedule can be as simple as a bar chart and as complex as a fully detailed resource loaded Critical Path Method (CPM) schedule. This BP provides a tool to record and track the project team's approval of the baseline and updated schedules utilized throughout the duration of construction. The approved baseline schedule and subsequent monthly updates are required for approval and payment of Contractor pay requests.

**Type:** Project Level, Simple Type, Multi-Record, with Workflow
Stage: This BP is used during the Construction and Closeout stages.

Roles:
- Schedule Manager:
  - Creates the record
  - Works with the Contractors to create the baseline progress schedule
  - Works with the Contractors to update the schedule and prepare recovery plans if needed.
- Contractor:
  - Reviews and approves the baseline progress schedule and periodic schedule updates
  - Returns the record for clarification if the proposed schedule contains significant issues
- Lead Contractor / Construction Manager:
  - Reviews and approves the baseline schedule and periodic updates
  - Returns the record for clarification if the proposed schedule contains significant issues
- A/E / Project Manager:
  - Reviews and accepts the baseline schedule and periodic updates
  - Returns the record for clarification if the proposed schedule contains significant issues

Subcontractor Supplier Declaration

This BP provides for the submittal, review, and approval of the Contractor's proposed subcontractors and material suppliers. It replaces the Subcontractor and Material Supplier Declaration (F310-01) form on projects tracked in OAKS CI. Once a subcontractor or supplier is approved, this BP tracks important EDGE and vendor information. This BP is also used to submit subconsultants of Professional Services Providers that contribute to meeting the provider's EDGE participation goal. Once submitted, the BP tracks important EDGE information.

Type: Project Level, Multi-record, Simple Type, with Workflow

Stage: This BP is used during the Construction Stage, prior to making payments to provide a manageable breakdown of the Contract. Before a vendor can be included on the Contract SOV, the vendor must be approved through this BP.

Roles:
- Contractor:
  - Creates the declaration and submits it for review
  - Provides additional information regarding EDGE participation and subcontractor payrolls
- Professional Services Provider:
  - Creates the declaration for subconsultants that contribute to EDGE participation and submits it for review
  - Provides additional information regarding EDGE participation
- CM (if applicable) reviews the Contractor's initial declaration for compliance with contract documents and requests updates from the Contractor
- A/E reviews the initial declaration for compliance with contract documents
- PM reviews the declaration and accepts or rejects use of the subcontractor/supplier or subconsultant
- Project Coordinator / Contracts Administrator reviews and validates the declaration for DFSP enrollment (if applicable) and EDGE status
Submittals

Submittals are used by Contractors for the submission, review, and approval of submittals as stipulated in the contract documents. Submittals include product data, cost estimates, schematics, diagrams, schedules, meeting minutes, certifications and test reports, record documents, cut sheets, shop drawings, and material samples to be incorporated into the project. This BP can be used to include additional information or comments about each submitted item. The purpose of this BP is to provide a means for managing and tracking the various forms of submittals required for a successful construction project.

**Type:** Project Level, Document Type, Multi-record, with Workflow

**Stage:** This BP is used during the Construction and Closeout stages.

**Roles:**
- **Contractor:**
  - Submits documents, samples, etc to A/E for conformance with Contract requirements
  - Submits to the Construction Manager (on CM projects) for schedule coordination purposes
- **Construction Manager (on CM projects):**
  - Review and forward the Contractor’s submittals to the Associate for approval
  - Provides management of the Contractors’ submissions related to the project schedule
  - Advises Contractors of a Hold Notice Notification
- **A/E:**
  - Reviews submittals for conformance with Contract Documents
  - Advises Contractors of submittals held for coordination of colors, patterns, etc.
  - Returns incomplete or unacceptable submittals
  - Coordinates review of submittals with consultants
  - Advises Lead Contractor or CM of submittal review status for scheduling purposes

Transmittals

The purpose of this BP is to track the delivery or exchange of project related documents and/or materials. The BP can create a paper transmittal slip using the custom print format to accompany physical materials when necessary.

**Type:** Project Level, Simple

**Stage:** This BP may be used during any stage of the project.

**Roles:** All Project Users will use Transmittals to exchange project information to appropriate team members.

Vendors

This BP maintains vendor contact and State accounting information on prime contractors, professional services providers, and other vendors who hold a contract with a state agency or institution sponsoring a project. Subcontractors, material suppliers to the prime contractors, and unsuccessful bidders are not entered in this BP. The BP is primarily used to populate the Organization Vendor BP where local accounting information and contact information can be added.

**Type:** Company Level, Non-workflow

**Stage:** This BP may be used during any stage of the project.

**Roles:** All Project Users will use Transmittals to exchange project information to appropriate team members.
Vouchers

The purpose of this BP is to record voucher transactions made in both OAKS FIN and any local accounting systems related to the project. Voucher records are accrued on the OAKS CI Fund Sheet to maintain a correct balance of funds released to the project. This BP supports integration with OAKS FIN via the INF02 and INF03 integration modules. Through this interface, vouchers records created in OAKS CI can be transferred to OAKS FIN. OAKS FIN returns status information to OAKS CI which is posted to the correct record.

Type: Project Level, Generic, Cost Type, with Fund Breakdown Structure (FBS) Line Items

Stage: This BP may be used during any stage of the project.

Roles:
- With Integration:
  - Owner Financial creates the Voucher record and sets the status to initiate integration.
  - INF02 transfers the record to OAKS FIN.
  - INF03 returns status information to OAKS CI and updates the Voucher record.
- Without Integration:
  - The Creator creates and updates the Voucher record (Project Coordinator, Contract Administrator, or Owner Financial).

Warrantees

A warranty in the construction industry is either an implied or stated pledge or promise from a labor or services provider or material supplier that their service or product will perform as intended for a stated period of time with the expectation that deficient work or a failed product will be corrected or replaced within the identified period of time. The purpose of this BP is to record specific warranty information from service providers and material suppliers for each construction project.

Type: Project Level, Multi-record, Simple Type, Non-Workflow

Stage: This BP is used during the Construction and Closeout stages.

Roles:
- The A/E, Project Coordinator, or Project Manager create and edit the Warranties record.
- Other project members, to include the Owner Representatives use the Warranties record to review and track warranty information.
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