

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING  
COMMISSION  
*Department of Parks and Recreation*  
6600 Kenilworth Avenue Riverdale, Maryland 20737

## Construction Manager at Risk Services For Concord Manor Rehabilitation 8000 Walker Mill Rd, District Heights, MD 20747

### ATTACHMENT No. 1

# MANAGEMENT ADMINISTRATION PLAN (MAP)

## INTRODUCTION

This Management Administrative Plan (MAP) outlines the responsibilities, lines of communications and standard procedures which will be followed throughout the design and construction phases. This document serves as a "working manual" to be used in conjunction with the Contract and the Contract Documents. *Any portion of this document which conflicts with the Contract or the Contract Documents will be superseded by the Contract or the Contract Documents.*

PART 1 consists of the comprehensive design review services using 100% construction documents and recommending changes and modification to bring the scope of work within the stated total construction budget, perform cost estimating, coordination reviews and GMP development in order to provide complete and final occupancy for the intended use.

PART 2 consists of comprehensive construction services required for CMAR Concord Manor Rehabilitation. Concord Manor is 8000 Walker Mill Road, District Heights, MD. This project seeks to rehabilitate Concord Manor, and change its use type from residential to business use. The unfinished rehabilitation leaves the building vulnerable to accelerated deterioration; the rehabilitation of the manor is the immediate preservation priority at Concord. Subsequent to the rehabilitation, the M-NCPPC Natural and Historic Resources Division (NHRD) will occupy the manor building as staff offices (estimated 8 to 12 employees), with space for limited natural and historic resources programming. Hereafter a Historic Preservation Master Plan will be developed to establish future goals, strategies, and an overall vision for the comprehensive preservation and use of the larger Concord Manor property and agricultural buildings.

The project team consists of the following members:

Owner	Maryland-National Capital Parks & Planning Commission (M-NCPPC)
M-NCPPC - Project Manager	Piia Helve
Architect	Waldon Studio Architects
Construction Manager at Risk	_____

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The successful implementation of a construction program of this type requires coordination and the cooperation of all parties. Each team member is expected to follow the procedures outlined herein to

ensure clear communications and proper documentation. Any modification to this document will be issued as a bulletin by the Construction Manager at Risk.

June 18, 2020

**SECTION 1.1 - PROJECT DIRECTORY**

	<b><u>COMPANY</u></b>	<b><u>TELEPHONE/FAX</u></b>
<b><u>PROJECT MANAGER:</u></b>	<b>Maryland-National Capital Parks &amp; Planning Commission</b>  Ms. Piia Helve Project Manager <a href="mailto:piia.helve@pgparks.com">piia.helve@pgparks.com</a>	OFFICE (301) 699-2481 FAX (301) 699-2442
<b><u>CONTRACT ADMINISTRATOR:</u></b>	<b>Maryland-National Capital Parks &amp; Planning Commission</b> 6600 Kenilworth Ave. Riverdale, Maryland 20737  Mrs. Diana Kelley Capital Procurement Manager <a href="mailto:Diana.kelley@pgparks.com">Diana.kelley@pgparks.com</a>	OFFICE (301) 699-2486 FAX (301) 699-2442
<b><u>CONSTRUCTION MANAGER:</u></b>	<b>Maryland-National Capital Parks &amp; Planning Commission</b> 6611 Kenilworth Ave. suite 105 Riverdale, Maryland 20737  TBD Construction Project Manager	OFFICE FAX
<b><u>USER GROUP:</u></b>	<b>Maryland-National Capital Parks &amp; Planning Commission</b> 6600 Kenilworth Ave. Riverdale, Maryland 20737  TBD Title <a href="#">email</a>	(XXX) XXX-XXXX FAX (XXX) XXX-XXXX Cell: (XXX) XXX-XXXX

	<b><u>OWNER CONTRACTORS</u></b>	<b><u>TELEPHONE/FAX</u></b>
<b><u>CONSTRUCTION: MANAGER AT RISK</u></b>	<b>Firm (TBD)</b> Street City, State, ZIP  Mr. XX Title <a href="#">email</a>	(XXX) XXX-XXXX FAX (XXX) XXX-XXXX Cell: (XXX) XXX-XXXX



**MPE ENGINEERS:** XXXXDXX (TBD)  
XXXXXXXXXXXXXXXX

Main Phone: (xxx) xxx---

**CONSTRUCTION TEAM**

**TELEPHONE/FAX**

**CMAR / GENERAL CONTRACTOR:**

**Contractor (TBD)**  
Street  
City, State, ZIP

(XXX) XXX-XXXX

Mr. XX  
Title  
[email](#)

(XXX) XXX-XXXX  
FAX (XXX) XXX-XXXX  
Cell: (XXX) XXX-XXXX

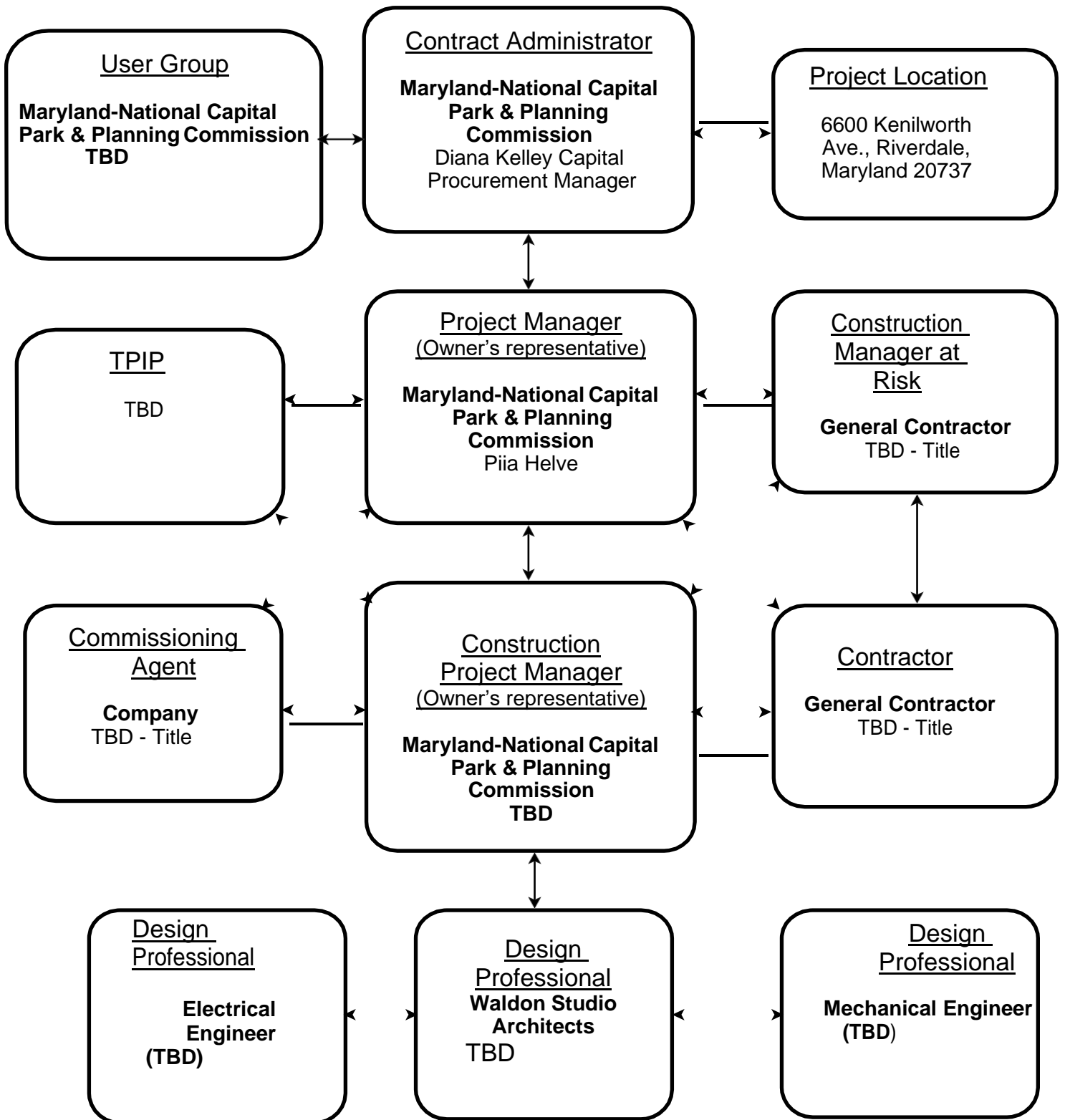
**Jobsite Construction Trailer (TBD)**  
*Street*  
City, State, ZIP

(XXX) XXX-XXXX  
FAX (XXX) XXX-XXXX

Mr. XX  
Title  
[email](#)

(XXX) XXX-XXXX  
FAX (XXX) XXX-XXXX  
Cell: (XXX) XXX-XXXX

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## SECTION 2.1 - PROJECT RESPONSIBILITIES

Related Contract Requirements:

**Contract Administrator Owner: Maryland-National Capital Park and Planning Commission  
(M-NCPPC)**

**Contract Administrator: Diana Kelley (301) 699-2486**

**Project Manager: Piia Helve (303) 699-2481**

M-NCPPC may, on occasion, communicate directly to the General Contractor, the Engineer/Architect, and the Engineers; however, primary, day-to-day communication will be with and through M- NCPPC's Representative. M-NCPPC has officially designated its Construction Project Manager as Piia Helve. Information flowing to and from M-NCPPC during the construction phase will be channeled through the Project Manager and Construction Project Manager.

M-NCPPC will provide necessary decisions and directions to the Construction Manager at Risk in a timely fashion, as necessary, to facilitate the construction effort. The Construction Manager at Risk shall keep M-NCPPC informed of all matters and issues, and M-NCPPC will provide all required approvals and directives to the Construction Manager at Risk for his/her execution.

M-NCPPC, with assistance from the Construction Manager at Risk as necessary, will respond to government agencies, political, and community needs, interfacing with them as needed.

The Maryland-National Capital Parks & Planning Commission will communicate with the on-site Construction Manager at Risk as needed to coordinate any construction activities involving renovation to this facility. All communication and information with M-NCPPC shall be channeled through Piia Helve.

### **2. Construction Manager at Risk:**

**Primary Contact: (XXX) XXX-XXXX**

The relationship of the Construction Manager at Risk to M-NCPPC is that of an independent agent. The Construction Manager at Risk has no authority to bind M-NCPPC in any way with the General Contractor, Engineer/Architect, Contractors, Material Suppliers, or any other third parties except as may be expressly provided in the Contract Documents or otherwise, in writing, by M-NCPPC or its duly authorized designee (such as the "Owner's Representative").

Construction Management at Risk responsibilities shall be accomplished through assignment from M-NCPPC's Project Manager and Construction Project Manager, including third party mechanical and electrical inspection as necessary.

The Construction Manager at Risk is contracted by M-NCPPC with limited authority to act on behalf of M- NCPPC. The Construction Manager at Risk is responsible for the monitoring of the General Contractor's activities and progress during construction, under the general supervision of M-NCPPC. M-NCPPC's Project Manager and Construction Project Manager will be the points of contact for all communication between the Project Team Members.

The Construction Manager at Risk will:

- A. Monitor the work of the General Contractor on behalf of M-NCPPC.
- B. Maintain a full-time construction administration and observation staff at the job site.

- C. Establish on-site organization and lines of authority in order to carry out the overall plans as provided by the General Contractor and approved by M-NCPPC.
- D. Establish and implement procedures for, and maintain coordination between, M-NCPPC, the Construction Manager at Risk, the General Contractor, and the Engineer/Architect, with respect to all aspects of the project.
- E. Expedite the submission of the proposed project schedule by the General Contractor, review for acceptance with M-NCPPC, and determine any necessary revisions. This includes any changes required during the progress of the Work.
- F. The Construction Manager at Risk will establish a program to reevaluate and update the schedule periodically, in accordance with project requirements. Any periodic update shall be appropriately matched to the overall scope of work and project timeline while at no time exceeding one month; this shall be coordinated between parties during initial stages of the effort. A representative of the General Contractor shall meet with the Construction Manager at Risk as directed and shall furnish him information necessary for such reevaluation and updating, and if applicable, information in regard to the General Contractor's proposed effort to overcome any incurred delays. The form of such information shall be as required by the Construction Manager at Risk.
- G. Monitor the work of the General Contractor in accordance with the Critical Path Method (CPM) Schedule.
- H. Schedule and conduct periodic job meetings attended by the General Contractor, Engineer/Architect, and M-NCPPC's representatives to discuss procedures, progress, problems, scheduling, and other items. The Construction Manager at Risk shall take minutes of the meetings and shall arrange for their typing and distribution.
- I. Monitor and inspect the work of the General Contractor on the project until final completion thereof and acceptance of the project by M-NCPPC; such shall include comprehensive final inspection to assure the materials furnished and work performed are in accordance with the Contract Documents.
- J. In the event the interpretation of the meaning and intent of the Plans and Specifications becomes necessary during construction, the General Contractor will consult the Engineer/Architect, ascertain the Engineer/Architect's interpretation and transmit such information to M-NCPPC's Project Manager and Construction Manager at Risk for review.
- K. Based on the General Contractor's cost-loaded CPM Schedule, routinely evaluate the adequacy of the General Contractor's personnel, equipment, availability of necessary materials and supplies, and make the necessary "notifications" of delinquency to General Contractor.
- L. Establish procedures for expediting document flow and control. All correspondence, documents, etc. shall copy M-NCPPC's Project Manager and Construction Project Manager so as to be maintained and monitored through the Management Information System.
- M. Monitor the submission and processing of shop drawings, product data, and samples. Provide project scope/timeline appropriate, periodic (e.g., monthly), reports indicating the status of shop drawing submissions and revisions.
- N. Establish procedures for the processing of Change Orders, including requests for Contract Time Extensions.
- O. Review all Proposed Change Orders and consult with M-NCPPC's Project Manager with respect thereto.

- P. With respect to portions of the work to be performed by Change Order or otherwise on a time and materials, unit cost, or similar basis requiring the keeping of records and computation there from, maintain cost accounting records in accordance with the established procedures.
- Q. Make recommendations to M-NCPPC, Engineer/Architect, and Engineer(s) for such changes in the work as M-NCPPC's Project Manager and Construction Project Manager may consider necessary or desirable.
- R. Make recommendations to M-NCPPC regarding the approval of subcontractors and material vendors.
- S. Monitor the mark-up of changes in the preparation and submission of the General Contractor's record drawings.
- T. Review all Applications for Payment by the General Contractor for progress and final payments, and then make recommendations to M-NCPPC for approval thereof in accordance with established procedures. All Application for Payments shall be submitted to M-NCPPC through M-NCPPC's Project Manager and Construction Project Manager.
- U. The Construction Manager at Risk may call for meetings of the General Contractor, Engineer/Architect, Subcontractors, and Material Suppliers as he deems necessary for the proper coordination of the Work. Such meetings shall be held at the site on regular working days, during working hours, unless otherwise directed by M-NCPPC's Project Manager. Attendance shall be mandatory for all parties notified to attend.
- V. The Construction Manager at Risk, M-NCPPC's Project Manager, and M-NCPPC's Construction Project Manager shall at all times have access to the Work. The General Contractor shall provide proper facilities for such access and inspection of the work. The purpose of this access is to monitor the General Contractor's work. Such monitoring is not intended to control the General Contractor as to the manner or performance of the Work.
- W. Maintain orderly files for correspondence, reports, meeting notes, submittals, samples, Contract Documents, Change Orders, Schedules, Progress Photos, and other related documents. All files are understood to be the property of M-NCPPC and shall be transmitted to M-NCPPC following the completion of the Work.

**3. Design Professional – Waldon Studio Architects**

**Primary Contact: TBD o: (202)650-7934**

The Engineer/Architect will make periodic visits to the site at appropriate intervals to the various stages of construction, or as requested by the Construction Manager at Risk, to respond to technical requests and observe the General Contractor's quality of work.

The Engineer/Architect will issue with reasonable promptness such written clarifications or interpretations of the approved Contract Documents that shall be consistent with, or reasonably inferable from, the intent of said documents. A copy shall be transmitted to the Construction Manager at Risk.

The Engineer/Architect will expeditiously process shop drawings, related data submittals, and sample approvals. A copy of all submittal data will be transmitted to the Construction Manager at Risk for review.

**4. Contractor -- General Contractor: TBD**

**Primary Contact: TBD (XXX) XXX-XXXX**

The General Contractor shall communicate directly with the on-site Construction Manager at Risk on all matters. Matters requiring input from the Engineer/Architect will be addressed to both the Engineer/Architect and Construction Manager at Risk in order to assure continuity among parties. The Construction Manager at Risk shall review and screen all matters submitted to, and returned by, the Engineer/Architect prior to acting upon any necessary changes to the approved Contract Documents.

The General Contractor will:

- A. Comply with all procedures established and/or implemented by the Construction Manager at Risk and approved by M-NCPPC.
- B. Comply with all Safety regulations governing the project.
- C. Obtain any necessary permits, and for complying with the applicable federal, state, and municipal laws, codes, and regulations in connection with the prosecution of the work.
- D. Cooperate with the Construction Manager at Risk in updating the General Contractor's CPM schedule and, if required, promptly furnish the Construction Manager at Risk with all data requested.
- E. Know the accepted schedule shall be the basis of the dates for starting and completing various activities of the Work and for completion of the Work for the entire project. It shall be the duty of the General Contractor to conform to the accepted schedule and to arrange his work in such a manner that it will be installed within the time limit indicated in cooperation with his subcontractors.
- F. Keep the Construction Manager at Risk informed of the progress of his work. No work shall be closed or covered until it has been duly inspected.
- G. When the Specifications require inspections by the M-NCPPC's Independent Testing Service, the General Contractor shall notify the Construction Manager at Risk prior to such inspections. The General Contractor shall provide a copy of all test reports to the Construction Manager at Risk with a field report provided the calendar day the testing is performed.
- H. Submit shop drawings and other documentation requiring review by the Engineer/Architect in a timely manner so as not to delay the construction process. All submittals approved by the Engineer/Architect shall also be reviewed by the Contractor and the Construction Manager at Risk prior to the procurement and/or fabrication of materials.
- I. Do all the work and perform and furnish all labor, services, materials, equipment, apparatus, appliances, tools, supplies, and all other things usual and necessary to make the Work complete in all its parts in the manner and within the time specified in the Contract Documents.
- J. Cooperate in the arrangement for storage of materials and equipment.
- K. Coordinate operations with M-NCPPC subcontractors, performed activities, and any other contractors who may be employed on other work by M-NCPPC; appropriate schedule facilitation is required.
- L. Be solely responsible for the supervision of the Work and give the Work the constant attention necessary to ensure expeditious and orderly progress thereof. Provide personal superintendence to the work, either in person or through a superintendent approved by the Construction Manager at Risk, having the authority to act on behalf of the General Contractor, on-site at all times work is in progress.

- M. Provide the telephone number of a competent representative who can be reached at all times, seven (7) days a week, twenty-four (24) hours a day, with the capability of responding with positive corrective action to emergency calls from local officials.
- N. Continuously maintain adequate protection of all work from damage and protect M-NCPPC's property from injury or loss arising in connection with the Contract.
- O. Submit a daily construction report by 10:00 AM of the following working day on a form provided by the Construction Manager at Risk. Reports must indicate the number of people by trade or craft, and the type and location of work. It will include subcontractors, safety and quality violations observed, corrective measures taken to correct the violations, and other information requested by the Construction Manager at Risk.

Use of premises shall conform to The Maryland-National Capital Parks & Planning Commission (M-NCPPC) Policies.

## **SECTION 2.2 - ON-SITE COMMUNICATION PROCEDURES**

Construction Management at Risk is accurately described as a communication process and it is essential to the success of the project to provide timely information flow to facilitate the construction process with minimum delay and/or error.

The Construction Manager at Risk has the responsibility of establishing and maintaining an effective, on-site, communication program. At minimum, the system shall provide for distribution, expediting, and documentation of the following:

- Coordination of Contract
- Documents Correspondence
- Meeting Minutes
- CPM Schedule Status and
- Reports Periodic Project
- Progress Reports Submittals
- and Approvals
- Request for Information
- Design Modification Documents
- Proposed Change Orders
- Change Documents and Change
- Orders Cost Reduction Proposals
- M-NCPPC Directives
- Testing / Inspection
- Reports Daily Reports /
- Photos
- Construction Cost Documentation
- Construction logs

Typical methods used in the communication process include:

- Management Administrative Plan / Project Directory
- Communication and Responsibility Organizational Charts
- Submittal Status Reports
- Clarification and Change Document Status Reports
- Confirmation of Verbal Field Directives
- Progress & Coordination
- Meetings CPM Schedule
- Status Reports Issue Logs
- and Status Reports

The flow of information and communication includes:

**Verbal Directives**, followed by written confirmation, to the **General Contractor** only through the **Construction Manager** at Risk.

Communication between:

**M-NCPPC** and the **General Contractor** through the **Construction Manager** at Risk except in cases of facility or operations emergency.

**M-NCPPC** and the **Engineer/Architect** through the **Construction Manager** at Risk. **Engineer/Architect** and the **General Contractor** through the **Construction Manager** at Risk.

Communication with:

**Inspection Agencies** through the General Contractor with written notice to the **Construction Manager** at Risk.

**Testing Agency** through the **Construction Manager** at Risk with written notice to the **General Contractor**.

Construction **Subcontractors** through the **General Contractor**.

Design **Subcontractors** through the **Engineer/Architect**.

## **SECTION 2.3 - MEETINGS AND REPORTS**

### **1. Progress Meetings**

Progress meetings will be held bi-weekly (e.g., every two (2) weeks), on site.

Unscheduled meetings may be called by M-NCPPC or the Construction Manager at Risk. It shall be the responsibility of the General Contractor to be represented by a responsible person at all regularly scheduled meetings, and upon advance notice, shall be represented at all special meetings. The General Contractor shall be responsible for notification and attendance of representatives of the Engineer/Architect and any major subcontractors required to efficiently address major outstanding issues.

#### **ATTENDEES**

Maryland-National Capital Park & Planning Commission  
Representative(s) (Project) Representative  
Construction Manager at Risk  
General Contractor's  
Representative Engineer's  
Representatives Architect's  
Representative  
Subcontractors as appropriate to the  
agenda Suppliers as appropriate to the  
agenda  
M-NCPPC Subcontractors as  
appropriate  
Others as appropriate

The Construction Manager at Risk will chair all progress and job meetings, prepare an agenda, provide written notice of each meeting, take notes, and type and distribute minutes of the meetings to all participants in a timely manner.

In general, the format of these meetings will include, but shall not be limited to, the following:

#### **1. Review of Project and Document Status**

Review Submittal Status and

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Schedule Review Clarification  
Document Status Review Change  
Document Status Review Schedule  
Status  
Review of Work Completed this  
Period Anticipated Work in the next  
Period

2. Review of Previous Meeting Notes

3. New Business

Material Fabrication and  
Delivery Potential Problems /  
Conflicts General Items

4. Quality Control and Inspection Items

5. Coordination Issues

6. Safety

7. Payment Requests

The discussions as noted in job meeting notes will become part of the Contract Documents.

The meetings will be numbered sequentially. The format of the meeting minutes shall be as follows, though in columnar form:

1. Meeting Number

The meeting number in which the issue was first discussed.

2. Item Number

The item number will follow the meeting  
number. Example - 02.09 (Progress meeting  
#2, Item #9)

The item numbering will remain the same and carried for each meeting until the item requires no further action and is dropped. The discussion description will be updated, as required, for each meeting with the meeting number preceding the new discussion. Such item numbering enables team members to easily review the history of any given item that has been active for long periods of time.

3. The Discussion column will record the important portions of team members' conversations.
4. Status will reflect NEW item, OLD business item.
5. "Due" will reflect the date by which the item must be addressed.
6. BIC reflects the "Ball-In-Court" status.  
BIC represents the team member responsible for the completion of the item.

2. **Coordination Meetings**

The Construction Manager at Risk may schedule weekly coordination meetings to review, in detail, day-to-day construction activities and upcoming work. If scheduled, these meetings will take place on-site. The Construction Manager at Risk will conduct the meeting, prepare the agenda, and record and distribute meeting minutes. The General Contractor's, M-NCPPC's, and Engineer's / Architect's Representatives shall attend these meetings and be fully prepared to discuss pertinent topics. A typical agenda will include:

- Short-term schedule status (one or two-week look ahead)
- Coordination requirements of the current work
- Delivery Schedules
- Field observations, problems, conflicts, unforeseen conditions, and non-conforming work
- Status of pending issues

The General Contractor may schedule additional coordination meetings as they see fit, providing the Construction Manager at Risk is made aware of such meetings and invited to attend.

### **3. Schedule Update Meetings**

The Construction Manager at Risk will conduct timeline-appropriate, periodic (e.g., monthly), Schedule Update Meetings not less than near the end of each month, one (1) week prior to the first Progress Meeting of the following month, for the purpose of documenting the General Contractor's progress and completion dates.

The Schedule Update Meeting is conducted one week prior to and in conjunction with the Progress Meeting to both finalize the schedule update and the General Contractor's Application for Payment for signature at the Progress Meeting. The meeting will be chaired by the Construction Manager at Risk and attended by the General Contractor. Actual progress of the previous month will be recorded and future activities will be reviewed. The duration of activities and their logical connection shall be reviewed as needed. Decisions made and agreed to by all parties will be binding with the exception that contractual completion dates will not be modified without formal, written request and acceptance as specified.

Upon completion of the Schedule Update Meeting and agreement on progress, the General Contractor will provide an updated, computerized CPM printout report that reflects actual progress, modifications, and cost status. The Construction Manager at Risk shall review and approve monthly updates of the schedule.

**Refer to Section 2.4 – Critical Path Method (CPM) Scheduling**

## **SECTION 2.4 – CRITICAL PATH METHOD SCHEDULING**

Related Contract Requirements:

### **General**

The General Contractor will develop and maintain the Project Critical Path Method (CPM) Schedule (Construction Progress Chart). The Construction Manager at Risk will utilize the Critical Path Method to analyze the General Contractor's proposed schedule and to review



and verify the General Contractor's progress throughout the project. The Schedule will be prepared and updated using Primavera P6 Scheduling Software format.

### **General Contractor CPM Schedules**

Within thirty (30) calendar days of receipt of the Letter of Intent of the Contract or ten (10) calendar days after Notice to Proceed with the Work, whichever is earlier, is given, the General Contractor shall develop a CPM Schedule to coincide with his intended plan of action focused on the initial phase of the Work (e.g., first sixty (60) calendar days). The process of developing the CPM Schedule will consist of several submissions by the General Contractor, each of which will be reviewed by the Construction Manager at Risk and M-NCPPC.

#### Design Phase CPM Schedule

The CM@R / General Contractor has submitted his proposed CPM Schedule for the Design Phase.

General Contractor must regularly, periodically issue a revised schedule every month.

#### Full CPM Schedule

The General Contractor is required to submit his proposed CPM Schedule for the entire Contract Duration as noted above.

Six (6) copies of the Full CPM Schedule shall be submitted to the Construction Manager at Risk. The submittal should include the following:

- CPM Logic Diagram drawn on 24" x 36" sheets
- Tabular Report sorted by Activity Number
- Tabular Report sorted by Area, Early Start, Total Float
- Tabular Predecessor / Successor Report
- Man-Hour Report
- Cost Report
- Project Calendars
- Primavera P6 Data Disk

The Full CPM Schedule Activities shall be developed into five major groups.

#### Administration

- General Items/Milestones
- Design Phases
- Fixed Costs

#### Procurement Activities

- Permits
- Preparation and submission of submittals
- Submittal Review and Approval
- Material Fabrication
- Material Delivery
- Required Notices to M-NCPPC

#### Construction Activities (Physical Work Activities)

- Testing/Start-up/Inspections/Demonstrations/Close-out
- Change Orders

Each activity in the Full CPM Schedule shall include the following information and meet the following requirements where applicable:

An activity identification (ID) number will be assigned to each activity.

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A brief description of the activity. If the description is not definitive, a separate narrative may be required.

Work activities shall be broken down into activities with durations of one to ten (1-10) working days. Non-Construction activities such as procurement activities may have longer durations.

Each Activity (except for procurement activities) shall be cost loaded to indicate the total estimated cost of the activity including labor, equipment, materials, and a pro rata contribution of overhead and profit. No activity shall exceed \$40,000.00 except if a material item. Major material and equipment costs shall be assigned to Delivery activities. Cost and activity code numbers shall be assigned to correspond to the General Contractor's Schedule of Values, making it possible to group cost loaded activities according to the Schedule of Values (CSI Division).

Each activity shall be man-hour loaded with the estimated man-hours to be expended on each activity.

As Change Orders become approved, they must be cost loaded, incorporated into the schedule, and linked to all relevant predecessor and successor activities. Change Orders must have activity codes for segregatable reporting.

In addition to the activity coding requirements above, activities in the Full CPM Schedule shall be coded to allow grouping of the following categories:

To the extent feasible, activities related to a specific physical area of the project (i.e., Basement, First Floor, Second Floor, Roof, Phase I, Phase II, Other).  
Activities related to each Specification CSI Division

Activities to be performed by the General Contractor, Engineer/Architect, each subcontractor, appropriate M-NCPPC subcontractors, and M-NCPPC (Responsibility).

The Full CPM Schedule shall show the following Holidays (Holiday Calendar) as non-work days: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Work shall be performed during normal working hours, between 6:00 a.m. until 6:00 p.m., local time unless specific, agreed arrangements are made to facilitate and expedite scheduled work.

The Full CPM Schedule shall include a weather calendar that contains non-work days in addition to weekend and holidays to account for anticipated inclement weather days. The weather calendar shall be applied to all activities that may be affected by inclement weather. The number of anticipated weather work days per month is as follows (See attached weather calculation worksheet and NOAA weather data):

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
5	4	4	5	2	5	5	4	4	5	5	5

One Critical Path shall be shown on the schedule.

The Schedule shall be coordinated with the Submittal Schedule (See Section 2.5 – Submittals).

The Schedule shall contain activities for work performed by other Contractors and M-NCPPC including as may be appropriate:

M-NCPPC Existing Furnishings Relocation / Storage  
M-NCPPC Asbestos Abatement  
Furniture Selection

Furniture Installation – Move-in  
M-NCPPC Move-in (multiple)  
Sample and Color Selections  
Submittal Approvals  
M-NCPPC ITC timeline  
M-NCPPC Security timeline

M-NCPPC and the Construction Manager at Risk will provide information regarding activity durations and sequencing.

The Full CPM Schedule will be the subject of a schedule review meeting between the General Contractor, Construction Manager at Risk, and M-NCPPC within two (2) weeks of its submission.

### **Monthly Updating / Revisions**

The CPM Schedule will be used to monitor job progress. Not less than once each month, the General Contractor shall report project progress and furnish update reports, indicating the effect of progress on the schedule.

#### **Responsibilities**

Once the Full CPM Schedule is accepted by the Construction Manager at Risk and M-NCPPC, the General Contractor will be responsible for providing not less than monthly update information including activity percent complete, actual activity start and finish dates, and any logic or activity duration changes to the Construction Manager at Risk not less than two (2) working days before the scheduled Update Meeting. (See CPM Logic Change Form attached in Section 4).

The General Contractor will be required to produce computerized printouts of the schedule updates. From the General Contractor's initial schedule and from information agreed to at the monthly update meetings, the General Contractor will update the CPM schedule and produce computerized, dated, tabular reports, updated logic diagrams, bar-charts, and the data file that will be reviewed by the Construction Manager at Risk for accuracy and integrity. Copies of the most current schedule update will be distributed at the Progress Meeting.

It shall at all times, the General Contractor is responsible to schedule and direct his forces in a manner to allow completion of the Work within the contractual period. It should be clearly understood that the initial schedule and all update information must be provided by the General Contractor and his subcontractors as to how they envision the Work to be accomplished. All progress information to be provided by and through the General Contractor must similarly accurately represent his, his subcontractor's, supplier's actual performance, and, to the best of his knowledge, associated subcontractors (e.g., M-NCPPC). The schedule shall at all times remain an accurate reflection of the General Contractor's actual or projected sequencing of the Work.

If the Work falls behind schedule after taking into consideration any excusable delays, General Contractor shall take such action as necessary to improve progress. The Construction Manager at Risk may require the General Contractor to submit a revised schedule demonstrating its program and proposed plan to make up the lag in schedule progress. If the Construction Manager at Risk finds the proposed plan unacceptable, the General Contractor may be required to submit a new plan. If the new plan submitted is not reasonable, after consultation with the General Contractor, the Construction Manager at Risk may require the General Contractor to increase the work force, accelerate the planned construction volume, increase assigned construction equipment, or the number of work shifts, without additional increase to the contract.

## Monthly Update Meetings

Periodic Schedule Update Meetings will be held at the construction site as noted earlier, near the end of each month, one week prior to the first Progress Meeting of the following month, to review and update the CPM Schedule. The meeting will be chaired by the Construction Manager at Risk and attended by the General Contractor and M-NCPPC; the Engineer/Architect shall be invited to attend by electronic means as appropriate. Subcontractors should attend the meetings when necessary to discuss coordination issues for remaining activities.

The General Contractor shall provide the following information for each Schedule Update Meeting:

- Actual finish dates for all completed activities.
- Actual start dates for all started but incomplete activities including percent complete (work scope and time scope).
- Percent complete (work scope and time scope) of all in progress activities.
- Percent complete as related to the earned value of cost loaded activities. Typically, this will be equal to the percent complete status of the activity.
- Logic and/or activity duration changes along with an explanation of the change.
- Work anticipated to be started during the next period.
- An evaluation of the overall status of the schedule for the job including any anticipated problems or delays.

The General Contractor shall submit this information to the Construction Manager at Risk at least two (2) work days prior to the Update Meeting for the Construction Manager at Risk's review and preparation for the meeting.

During the Update Meeting, actual progress of the previous month will be recorded and future activities will be reviewed. The duration of activities and their logical connections may be revised as necessary. Decisions made at the Update Meeting and agreed by all parties are binding with the exception that no contractual completion date will be modified without formal written requests and acceptance as specified in the Contract Documents.

Using the information provided by the General Contractor and agreed to in the Update Meeting, the General Contractor will produce an updated schedule. Within two (2) work days following the Update Meeting, the General Contractor will produce a draft copy of the update report along with a data disk and submit this copy to the Construction Manager at Risk for review. The Construction Manager at Risk will have two (2) work days following the receipt of the draft copy to express in writing to the General Contractor, any objections or concerns regarding the update.

Following any necessary revisions to the draft Schedule Update Report, the General Contractor will produce the final report for distribution at the Progress Meeting.

### **Time/NTP/Completion/Milestones**

#### Notice to Proceed (NTP)

Work shall commence within ten (10) calendar days after the date Notice to Proceed (NTP) is issued.

#### Substantial Completion

General Contractor agrees to use good faith efforts to substantially complete the construction by outlined by the approved, Construction Manager at Risk's schedule unless modified by contract modification.

## Final Completion

Final Completion shall be completed not later than one hundred (140) calendar days after the ratification date of the Guaranteed Maximum Price Notice to Proceed.

### Milestone Dates (Construction)

- Renovation/Construction Phase I Begins TBD
- Renovation/Construction Phase I Ends TBD
- Renovation/Construction Phase I Punch Ends TBD
- Abatement/Renovation/Construction Phase II Begins TBD
- Renovation/Construction Phase II Ends TBD
- Renovation/Construction Phase II Punch Ends TBD
- Final Completion (Contract Close-Out) TBD

## **SECTION 2.5 - SUBMITTALS**

### Related Contract Requirements:

#### 1. **General**

Submittals shall consist of product data, product certifications, shop drawings, erection drawings, samples, wiring & control diagrams, inspection reports, test reports, and warranties as applicable to the Work. The requirements for submittals shall be as specified in the Contract Documents.

#### 2. **Submittal Schedule**

Within fourteen (14) calendar days after final approval of Plans and Specifications, with the Full CPM Schedule submitted within ten (10) calendar days after Notice to Proceed (NTP), the General Contractor shall submit a submittal schedule to the Construction Manager at Risk for review. The schedule shall reflect an orderly sequence so as not to cause delay in the work. The dates indicated should allow ample time for checking, correcting, and resubmitting as necessary for approval and ample time for manufacturing and delivery. The final schedule shall be organized by specification section and include the following items:

- Specification Section
- Submittal Description
- Scheduled Submission Date
- Anticipated Return Date
- Related CPM Scheduled Activity Numbers (Submittal, Review, Fabrication, Delivery)
- Current float status of related CPM activities
- Date of Re-Submittal and Return as Required

The General Contractor shall prepare and submit equipment room layout drawings and drawings of areas where equipment proposed for use could present interface or spatial difficulties. Room layout drawings must conform to the requirements established for drawings. Layouts must be submitted within forty-five (45) calendar days after Notice to Proceed. Where such is handled by Owner subcontractors, the General Contractor shall appropriately review and coordinate to minimize conflicts, delays, etc.

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General Contractor shall submit three (3) copies (in addition the number required by contractor) of shop drawings, coordination drawings, and schedules to the Construction Manager at Risk and Owner's Representative at least fourteen (14) calendar days (excluding delivery time to and from the contractor) prior to permit, procurement, or construction, thus allowing sufficient review time.

### **3. Submittal Log**

The General Contractor will maintain an updated Submittal Log that will be distributed at each Progress Meeting. The Construction Manager at Risk will review and comment on the Submittal Log supplied by the General Contractor. The Submittal Log will include the following items:

- Specification Section
- Submittal Description and Identification Number
- Date Submitted to Engineer/Architect
- Date Forwarded to Construction Manager at Risk
- Date Returned to General Contractor
- Status of Submittal
- Date of Re-Submittal and Return as Required

The General Contractor will provide the following information for approved

submittals: Date Material Released for Fabrication  
Projected Date of Delivery on Site

The Engineer/Architect will maintain a comprehensive continuous submittal record (log) which will be compared with the Contractor's records and used to review the status and required action during each progress meeting.

### **4. Submittal Requirements**

- A. Product Data, Shop Drawings, Erection Drawings, Product Certifications, and Samples shall be furnished with the following information:
  - i. Date of Submittal and Dates of any Previous Submittals Project Title and Number
  - ii. Contract Identification Number
  - iii. Name and Address of General Contractor, Subcontractor, or Supplier making the submission
  - iv. Identification of product or material
  - v. Field Dimensions, clearly identified as such Appropriate Specification Section and Title
  - vi. Submittal Identification Number as described in section 4x below Applicable Standards, such as ASTM number
  - vii. Identification of deviations from approved Contract Documents
  - viii. General Contractor and Engineer/Architect's stamp, certifying a review of the submittal, verification of field measurements, and compliance with the Contract Documents.
  - ix. Relation to adjacent or critical features of the Work or materials Related Submittal Activity number on CPM Schedule
  - x. The Contractor shall utilize a nine-digit submittal identification numbering system in the outlined below. A sample Submittal Number would be as follows:

03300-003-1

The first five digits shall be the applicable Specification Section Number followed by a dash

The next three digits shall be the numbers 001-999 to sequentially number each submittal under each Specification Section followed by a dash.

The last digit (revision number) shall be affixed for each re-submittal of the same submittal (i.e. 0 = 1st Submission, 1 = 2nd Submission, etc.).

**5. Submittal Procedures**

- A. The General Contractor shall review, approve and submit all Product Data, Shop Drawings, Erection Drawings, Product Certifications, and Samples directly to the Engineer/Architect. The General Contractor will concurrently issue two (2) sets of each submittal to the Construction Manager at Risk. The Construction Manager at Risk will review the submittal (concurrently with the Engineer/Architect) for general compliance with the approved Contract Documents and issue comments to the General Contractor within ten (10) calendar days, and will retain these sets (1-Construction Manager @ Risk, 1-M-NCPPC) for record. The Construction Manager at Risk's review of submittals does not permit any departure from the contract requirements, relieve the General Contractor of responsibility for any errors, including details, dimensions, and materials, or approve departures.
- B. All submittals provided by subcontractors shall be sent directly to the General Contractor for preliminary checking and approval.
- C. Before Submitting Shop Drawings on mechanical and electrical work, the General Contractor must obtain the Construction Manager at Risk's approval of lists of mechanical and electrical equipment and materials as required by specifications.
- D. The General Contractor must check the drawings and schedules and coordinate them (by means of coordination drawings whenever required) with the work of all trades involved before submission, indicating approval. In addition, the General Contractor must submit equipment layout drawings as required by the Contract Documents. Layouts must be submitted within fourteen (14) calendar days of completion of final construction drawings.
- E. If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the General Contractor must describe the variation in the letter of transmittal. If acceptable, the Construction Manager at Risk may approve any or all variations and process an appropriate Change Order for M-NCPPC approval. If the General Contractor fails to describe these variations, it is not relieved of the responsibility for executing the work in accordance with the contract, even though the drawings or schedules have been approved.
- F. Submittals will be returned with the following classifications:
  - I. NO EXCEPTION TAKEN: The Work covered by the submittal is accepted as specified and the Work may proceed provided it complies with requirements of the Contract Documents.
  - II. NOTE MARKINGS: The Work covered by the submittal is accepted as noted and the Work may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents.

- III. REVISE AND RESUBMIT: Do not proceed with the Work covered by the submittal. Revise or prepare a new submittal according to the notations and requirements of the Contract Documents, and resubmit without delay. Unmarked items may be fabricated if indicated.
- IV. REJECTED: Engineer/Architect will list reasons for rejection on the submittal or in the transmittal letter accompanying the submittal. Do not proceed with the Work covered by the submittal. Prepare new submittal according to the notations and requirements of the Contract Documents and resubmit without delay.

**6. Substitutions**

- A. The General Contractor may substitute, as outlined in the Comprehensive Agreement, any equipment, material, or process that the Construction Manager at Risk finds to be equal to that named in the Contract Documents. To obtain approval to use a different equipment, material, or process, the General Contractor must furnish the Construction Manager at Risk the manufacturer's name, model number, and other identifying data and information regarding the nature and performance of the proposed substitute. If requested by the Construction Manager at Risk, samples must be submitted for approval. In some cases, mock-up installation to speed acceptance will be needed (e.g., AccuTherm diffuser). Materials or processes substituted without approval may be rejected.
- B. Where the technical provisions allow the General Contractor to propose substitute materials, items, systems, or equipment, the selection of such options is subject to the following conditions:
- C. Once a substitute has been selected and approved by the Construction Manager at Risk, it must be used for the entire contract unless the General Contractor has proposed the substitute for a limited application.
- D. The General Contractor must coordinate its selection with the drawings and specifications with the Engineer/Architect.
- E. Substitutions proposed by General Contractor shall be at no increase to M-NCPPC.

**SECTION 2.6 - APPLICATIONS FOR PAYMENT**

Related Contract Requirements:

**1. BEFORE PAYMENTS CAN BE MADE, THE FOLLOWING ITEMS MUST BE APPROVED:**

<u>Signed Contract</u>	Contract Documents Approved by Owner
<u>Insurance &amp; Bonds</u>	Submitted in Compliance with Contract Documents
<u>CPM Schedule</u>	Written acceptance of Full CPM Schedule
<u>Submittal Schedule</u>	Accepted in compliance with Contract Documents
<u>Schedule of Values</u>	Approved in conjunction with cost loaded schedule

**2. Schedule of Values**

- A. Before the first Progress payment becomes due, the General Contractor shall
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submit to the Construction Manager at Risk, in conjunction with the full CPM Schedule, a schedule of values of the various portions of the Work. The Schedule of Values shall be in the form of a cost report generated by the cost-loaded CPM Schedule organized by CSI Division and trade/subcontractor, aggregating the total Reimbursable Cost portion of the Guaranteed Maximum Price, prepared in such a form and supported by such data to substantiate its correctness as the Construction Manager at Risk may require. Each item in the schedule of values shall include its proper share of direct construction costs with a separate accounting of Fixed Fee overhead and profit. The Schedule of Values, when approved by the Construction Manager at Risk and M-NCPPC, shall be used only as a basis for the General Contractor's monthly Application for Payment.

- B. The Construction Manager at Risk and M-NCPPC will review the Schedule of Values and forward comments to the General Contractor for re-submittal if changes are required. The General Contractor submits revised copies, original and four copies, to the Construction Manager at Risk. Approval is signified by the Construction Manager at Risk and M-NCPPC signing and dating all copies of the Schedule of Values. M-NCPPC and the Construction Manager at Risk will retain one copy each and forward the original and one copy to the General Contractor.

### **3. Monthly Progress Payment Procedure**

- A. During the CPM Schedule Update Meeting, attended by M-NCPPC, the Construction Manager at Risk, and the General Contractor, the percent complete as related to the earned value of cost-loaded activities will be agreed upon and included with the schedule update information. The resulting cost report shall be grouped by CSI Division. The General Contractor shall use this report to generate his Application for Payment.
- B. The General Contractor shall prepare one (1) copies of the Application for Payment based upon the Approved Schedule of Values and the information contained in the cost report. The Application for Payment format shall consist of the AIA Document G702 Summary Page, Continuation Sheet with line items consisting of totals for each CSI Division along with contingent items and approved Change Orders, and the CPM cost report (See attached form in Section 4). The General Contractor signs and dates all copies. The General Contractor forwards the copies to the Construction Manager at Risk at least one work day prior to the Progress Meeting with Affidavits attached for each copy. The following forms must be submitted with the monthly Application for Payment (See Section 2.7 – Cost Control):
  - 1. Paid Invoices for materials stored on site
  - 2. Paid Invoices and Insurance Forms for material stored off site CPM Cost Report
  - 3. Accounting of actual material & equipment costs expended this period
  - 4. Accounting of actual labor costs expended this period
  - 5. Accounting of actual other direct costs expended this period Copies of subcontracts approved during the period
- C. The Construction Manager at Risk verifies that the Application for Payment corresponds to the cost report agreed to during the CPM Schedule Update Meeting; checks against the approved Schedule of Values; verifies revised Contract Price, Retainage at 5%, and value of work performed. The Construction Manager at Risk will also verify the required documentation necessary for payments made for major materials and equipment not yet incorporated into the

Work. The Construction Manager at Risk indicates approval by signing and dating the Application for Payment. During the Progress Meeting, the Construction Manager at Risk will present the Application for Payment and make a recommendation for payment to M-NCPPC.

- D. Upon Approval, three (3) copies of the Application for Payment will be forwarded to M-NCPPC for payment to the General Contractor. The Construction Manager at Risk will retain one (1) copy and forward on two (2) fully executed copies to the General Contractor. M-NCPPC will make progress payments within thirty (30) calendar days of receipt of the General Contractor's invoice approved by the Construction Manager at Risk.
- E. The General Contractor and Construction Manager at Risk will each keep an accounting of actual construction expenditures to date in accordance with the provisions of the Reimbursable Costs as detailed in Section 2.7 – Cost Control. This accounting will be reviewed at each Progress Meeting.

## **SECTION 2.7 - COST CONTROL**

Related Contract Requirements:

### **Cost Control Responsibilities**

#### A. Construction Manager at Risk

The Construction Manager at Risk will monitor and manage cost-related items throughout the construction phase. The Construction Manager at Risk will:

1. Review and approve the General Contractor's Schedule of Values.
2. Review the General Contractor's monthly Application for Payment based on progress to date as approved in the monthly CPM Progress Schedule Update and provide a recommendation for payment to M-NCPPC.
3. Use project estimates and a data base as a tool for evaluation of change orders and verifications of the contractor's proposed payment values.
4. Develop and maintain payment cash flow projections. This will help to promote effective financial management and cash utilization.
5. Maintain accurate project cost records, including, in part, monthly payments, change orders, claims, and fees.
6. Coordinate cost control with time control/CPM schedule analysis.

#### B. Owner

In conjunction with the cost control procedures employed by the Construction Manager at Risk, M-NCPPC will:

1. Provide timely review and render decisions on the Construction Manager at Risk's recommendations for payment of General Contractor's monthly requisition.
2. Advise Construction Manager at Risk of status of approved General

Contractor's monthly requisition.

3. Review Change Order documentation as prepared by the Construction Manager at Risk and provide timely decisions with respect to approvals/rejections.

## **SECTION 2.8 - CLARIFICATION PROCEDURES**

- A. During the course of the project, it may be necessary to clarify or expand on contract plans and/or specifications. These clarifications will be addressed from the Engineer/Architect to the Contractor through ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI) and REQUESTS FOR INFORMATION (RFI).
- B. The Engineer/Architect may issue clarifications to the Contractor in the form of ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI) with a copy to the Construction Manager at Risk. The Engineer/Architect will number these ASI's sequentially (ASI-001, ASI-002, ASI-003). The Engineer/Architect will maintain a comprehensive and continuous log of all ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS. The Engineer/Architect will share electronic copies of the ASI list with the Construction Manager at Risk. This record will be reviewed and discussed at each Progress Meeting.
- C. Clarification requests will be forwarded by the Contractor on the REQUEST FOR INFORMATION (RFI) form (see attached form Section 4) to the Engineer/Architect with a copy to the Construction Manager at Risk. The Contractor will number these RFI's sequentially (RFI-001, RFI-002, RFI-003). The Contractor will maintain a comprehensive and continuous log of all REQUESTS FOR INFORMATION. The Contractor will share electronic copies of the RFI list with the Construction Manager at Risk. This record will be reviewed and discussed at each Progress Meeting.

## **SECTION 2.9 – CHANGES IN THE CONTRACT**

Related Contract Requirements:

The Contract Documents describe in detail the procedures for Change Orders. This section will describe procedures for all aspects of Change Orders. The procedures will be broken down into six major items that impact the Change Order process:

Engineer/Architect's Supplemental Instruction (ASI)  
Request for Proposal (RFP)  
Proposed Change Order (PCO)  
Force Account Work (FAW)  
Change Order (CO)

### **Architect's Supplemental Instruction (ASI)**

(See attached Form)

Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or the Contract Time, will be issued by the Engineer/Architect, reviewed by the Owner and Construction Manager at Risk, and forwarded to the General Contractor for signature.

The General Contractor's signature on an ASI certifies the change will be performed with no change to the Contract Sum or Contract Time. If the General Contractor believes the change indicated in the ASI is beyond the scope of his work, and does impact the Contract

Sum and/or Contract Time, the Contractor shall so notify the Construction Manager at Risk in writing and submit a Change Order Request in a timely fashion. No work associated with an ASI shall be performed until the ASI is signed by the General Contractor certifying no change in the Contract Sum and/or Contract Time, or until a Change Order is executed for the work if a change in the Contract Sum and/or Contract Time is justified.

Each ASI will be processed and assigned a consecutive number (ASI-001, ASI-002, ASI-003) by the Construction Manager at Risk. The Construction Manager at Risk will keep an updated log of ASI's which will be distributed and discussed at each Progress Meeting.

### **Request for Proposal (RFP)**

(See attached Form)

During the course of the project, if the Owner, Engineer/Architect, or Construction Manager at Risk wishes to either change the scope of the project or if there have been items inadvertently omitted from the Contract Documents, in order to put these items into the project, a Request for Proposal will be issued to the General Contractor. This Request for Proposal is issued by the Construction Manager at Risk with information given to him by the Owner and/or Engineer/Architect. The Request for Proposal is then issued to the General Contractor for pricing.

The Request for Proposal will contain the following information:

- Contract Number and Project Name
- Detailed Scope of Change
- Supplementary or revised Drawings and Specifications
- Detailed Reason for Change
- Source of Request

At this point, a Request for Proposal number is assigned (RFP-001, RFP-002, RFP-003) and is listed in a log by the Construction Manager at Risk. The updated log will be distributed and discussed at each Progress Meeting.

Within ten (10) calendar days of receipt, the General Contractor / CM@ R shall submit to M-NCPPC a formal Proposed Change Order. The Request for Proposal is for information only, and is not a direction to execute the change, nor stop the work.

### **Proposed Change Order (PCO)**

(See attached Form)

Proposed Change Orders are submitted by the General Contractor / CM@R in response to Owner initiated changes included in Request for Proposals or General Contractor initiated change requests. The General Contractor / CM@R shall submit a Proposed Change Order on the form provided and include the following information:

- Description of proposed change and assigned number
- Listing of documents associated with the change
- Effect on Contract Sum and /or Contract Time
- Documentation supporting changes to price and/or time

Whenever the General Contractor / CM@R considers that a change in contract scope is occurring, or is imminent, and no suitable contract adjustment is in process for this change, a Proposed Change Order will be immediately forwarded to the Construction Manager at Risk. This form is the General Contractor / CM@R's notice of potential claim for additional compensation. Claims resolution procedures will be invoked as detailed in Section 2.10.

Work shall continue during the claims resolution process with the General Contractor / CM@R keeping detailed daily records and verifying them with the Construction Manager at Risk at the end of each day and submitting a copy of same daily.

The General Contractor / CM@R shall assign a consecutive number (PCO-001-0, PCO-002-0, PCO-003-0) for each Proposed Change Order. The first three digits indicate the consecutive number of the PCO. The final digit separated by a dash indicates the revision number (0=first submission, 1=second submission, 2=third submission). The Construction Manager at Risk will keep an updated log of PCO's that will be distributed and discussed at each Progress Meeting.

The Construction Manager at Risk will review the proposal, and if acceptable, will recommend to the Owner the proposal be incorporated into a Change Order. If disapproved, the proposal is sent back to the General Contractor for further action, if directed.

### **Force Account Work (FAW)**

(See Attached Form)

In lieu of a Request for Proposal, the Engineer/Architect through the Project Manager may issue a Force Account Work for the General Contractor to proceed with a change for subsequent inclusion in a Change Order.

A Force Account Work will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Price and/or Contract Time. A Force Account Work will be assigned a number (CCD-001-0, CCD-002-0, CCD-003-0) by the Construction Manager at Risk. The first three digits indicate the consecutive number of the CCD. The last digit separated by a dash indicates the revision number (0 = first submission, 1 = second submission, 2 = third submission). The Construction Manager at Risk will keep an updated log of CCD's which will be distributed and discussed at each Progress Meeting.

The Owner and Engineer/Architect will sign and date the Force Account Work as authorization for the General Contractor to proceed with the change. The General Contractor will sign the Force Account Work to indicate agreement with the terms therein.

The Construction Manager at Risk and General Contractor shall maintain daily records of the materials, labor, and equipment utilized to accomplish the work for each Force Account Work. The General Contractor, on a daily basis, shall submit copies of all labor, equipment, and materials utilized for each CCD task, signed and dated.

### **Change Order (CO)**

(Owner Supplied Form)

The Owner will prepare each Change Order. The Change Order will describe changes in the work with attachments for revised Contract Documents and will be approved and signed by the Owner for full authorization and execution. Supporting Documentation will include the initiating document (i.e. RFP, ASI, PCO) and any other documents associated with the change. The Change Order will provide an accounting of the adjustment in the Contract Price and/or Contract Time.

Overhead and Profit will be calculated based on the sliding scale outlined in the General Conditions.

### **General Contractor Proposal Documentation**

The General Contractor is expected to provide a quotation that includes an itemization of labor

& rates, equipment & rates, materials, taxes, overhead & profit, and any other necessary items.

### **Unit Price Items**

Prior to the use of Unit Price Items, written approval must be obtained from the Owner. Payment for Work governed by unit prices will be made on the basis of the actual quantities incorporated into the Work.

## **SECTION 2.10 - CLAIMS RESOLUTION**

Related Contract Requirements:

- A. It is the responsibility of all project team members to identify and mitigate claims and potential claims.
- B. The General Contractor is to file claims in accordance with the time and proceedings given in the Contract Documents.
- C. The Construction Manager at Risk will be the first line of management and mitigation of project claims control. The rapid recognition and resolution of claims will prevent a claim from growing into an unwieldy problem. If the Construction Manager at Risk and General Contractor cannot agree on the resolution of a claim, the matter should be resolved in accordance with the Contract Documents.

### **Procedures for the Construction Manager at Risk:**

Changes occur on any construction project, no matter how well planned and executed. These changes occur because of unknown subsurface conditions, changes in construction technology, equipment changes, changes in user needs, or other unanticipated/unforeseen events and/or changes.

Once a claim becomes evident, the Construction Manager at Risk will follow these procedures:

1. Instruct the General Contractor to submit the required claim notice in writing including the following information.

Statement of Facts  
Description of the claim  
Reference to pertinent Contract Documents  
General Contractor's statement of opinion to cause of claim  
General Contractor's statement of how the situation affects construction operations  
Effect on Fixed Fee for Design  
Effect on Fixed Fee for General Contractor and Prime Construction Contractor  
Effect on Reimbursable Costs  
Effect on Guaranteed  
Maximum Price  
Effect on Project  
Schedule / Time  
Extension

2. Notify M-NCPPC
3. Keep detailed records of the matter.
4. Log all written notices in the project daily record. Record verbal information in the

project daily record.

5. Investigate the General Contractor's allegations, record observations & findings, and review with M- NCPPC.
6. Analyze apparent effects of claim and note: Any damage to the work
7. Measure taken by the General Contractor to protect the work Whether field staff can take actions that will lessen the impact of the claim
8. Determine if the General Contractor can work around the situation and/or if work must be stopped on the portion of work affected by the claim.
9. Provide special attention daily to the claim in the project daily record as relates to:
  - a) Nature of problem
  - b) Weather conditions
  - c) Progress made each day
  - d) Effect on efficiency of construction crews
  - e) Effect on other contractors
  - f) Size of labor force affected
  - g) Equipment affected (type, time in use, idle, additional equipment)  
Photographs
  - h) Effect on General Contractor's office Steps taken by General Contractor to reduce cost impacts Include discussions of the claim in monthly reports prepared for M-NCPPC.
10. Insist that the General Contractor immediately reflect any schedule impacts on their monthly updates and in their claim form.
11. Establish routine claims resolution meetings with the General Contractor.

During the claim resolution state between the Construction Manager at Risk and General Contractor, if any portion of the General Contractor's claim is agreed upon, and M-NCPPC concurs with the Construction Manager at Risk's position, M-NCPPC will issue a Change Order through the Construction Manager at Risk to compensate the General Contractor for that portion of the work. The Construction Manager at Risk will then assist M-NCPPC to render a decision on the unresolved portion enabling the General Contractor to initiate procedures included in the Contract Documents.

#### **General Contractor Notice Requirements:**

The following is a general outline of the notice requirements associated with certain situations in which the General Contractor may request a change in the Contract Documents. During a claim, the General Contractor shall continue to diligently proceed with the Work. No claim will be allowed if asserted after final payment. Refer to Contract Documents for complete notice requirements:

1. Disputes and Claims

Disputes, claims and other matters in question shall be resolved as follows:

- a) General Contractor to assert a claim within twenty (20) calendar days of the

beginning of the occurrence of the event, or knowledge of such an occurrence describing the general nature and amount of the claim. Submit the claim with supporting data within thirty (30) calendar days of the occurrence unless agreed to in writing by the parties.

- b) Provide the date, circumstances, and source of the order giving rise to the claim.
- c) If a claim cannot be resolved between the General Contractor, Construction Manager at Risk, and M- NCPPC, the claim will be subject to mediation as detailed in the Comprehensive Agreement.

## 2. Differing Site Conditions

The General Contractor waives any claims to any adjustment to the GMP arising from any differing site conditions.

### a) Notice of Delay

Immediately, and in no event no later than seven (7) calendar days after first believes an event may give rise to or result in a Change due to any delay under this Agreement, the General Contractor shall notify the Owner's Representative in writing of them. The notification must identify the difficulties, the reasons for them, and the estimated period of delay anticipated.

If inclement weather affects the projects Critical Path, the General Contractor shall complete a Weather Delay Form and submit the form on the calendar day of the inclement weather (See attached form in Section 4).

## **SECTION 2.11 - QUALITY CONTROL/INSPECTION REPORTS**

Related Contract Requirements:

### **1. Daily Inspection Reports**

#### Construction Manager at Risk Daily Reports

The Construction Manager at Risk provides on-site inspectors to monitor all work accomplished by the General Contractor. Daily Reports will be completed each day and maintained by the Construction Manager at Risk. In addition to the written reports, the Construction Manager at Risk will maintain a photographic record of construction activities that warrant such documentation.

#### General Contractor Daily Reports

The General Contractor is required to submit a daily construction report by 10:00 a.m. of the following workday on a form provided by the Construction Manager at Risk. Reports must indicate the number of people by trade or craft, and the type and location of work. It will include all subcontractors, safety and quality violations observed, corrective measures taken to correct the violations, and other information requested by the Construction Manager at Risk.

### **Third Party Inspection Program**

The Owner has secured the services of a Third-Party Inspection Firm. The inspection firm will perform all services required to conform with Prince George's County, Maryland Department of Environmental Resources, Permits & Review Division, Third Party Inspection Program (TPIP) along with all independent testing agency services called out



for in the specifications to be provided by the Owner.

The Third Party Inspection firm will perform all inspections required to conform with the (TPIP) Manual for the following disciplines: Electrical Inspector of Record; Fire Protection Inspector of Record; Fire Protection Systems Inspector of Record; Geotechnical Inspector of Record (not needed in this contract); Mechanical Inspector of Record; and Structural Inspector of Record. The General Contractor / CM@R shall notify the M-NCPPC at least forty-eight (48) hours in advance of any inspections required under the (TPIP) program. The Construction Manager at Risk will coordinate and schedule the required inspections with the Third-Party Inspection Firm.

The Third-Party Inspection Firm will perform all materials inspection & testing services required by the specifications including, as may be necessary:

3 10 00	Concrete Framing and Accessories
03 20 00	Concrete Reinforcing
3 30 00	Cast-in-Place Concrete
4 20 00	Unit Masonry
5 12 00	Structural Steel Framing
05 21 00	Steel Joist Framing
05 31 00	Steel Decking
05 40 00	Cold-Formed Metal Framing
07 14 00	Hot Fluid-Applied Membrane Air Barriers
07 27 10	Fluid-Applied Membrane Air Barriers
07 33 63	Vegetated Roofing System on Metal Deck
07 42 13	Metal Wall Panels
07 81 00	Applied Fireproofing
07 84 00	Fire Stopping
7 84 46	Fire-Resistive Joint Systems
8 56 54	Security and Detention Windows
9 57 53	Security Ceiling Assemblies
21 13 13	Wet-Pipe Sprinkler System
31 20 00	Earthmoving – Soil Testing
31 20 05	Building Earthwork – Borrow Proctors
32 12 16	Hot-Mixed Asphalt Paving
32 13 13	Cement Concrete Paving
33 00 00	Utility Backfill & Compaction Testing

The General Contractor / CM@R must notify the M-NCPPC of the field-testing and inspection required at least 48 hours prior to the planned work. The Construction Manager at Risk will coordinate and schedule the required inspections with the Third-Party Inspection Firm

### **Inspection Services – Premium Time**

The General Contractor / CM@R is required to notify the M-NCPPC 72 hours in advance of requiring additional inspection services after regular work hours or weekends. The General Contractor should be proactive in identifying any potentially unforeseen conditions (e.g., hazardous materials) that may interfere with the Work, providing the CM@R immediate notification which must, in turn, be conveyed to the Owner and Engineer/Architect as appropriate.

### **Inspections**

All work, including the fabrication and source of supply, is subject to inspection by the M-

MAP

CMAR for Concord Manor Rehabilitation

33 of 50

NCPPC. The Construction Manager at Risk will:

Provide full-time, on-site supervisory staff for the observation and inspection of all work performed at the job site to assure all materials, equipment, and work is of high quality and in compliance with the Contract Documents.

Check the General Contractor's materials, certifications, samples, and equipment. Samples of materials or equipment delivered on the site or in place may be taken by the Construction Manager at Risk for testing.

Assure equipment meets manufacturer's warranties and performance test requirements.

Identify adjustments to work required due to changing or unforeseen conditions and alert M-NCPPC of the condition.

### **Non-Compliance Notices**

In carrying out their duties and responsibilities for on-site observations, the Construction Manager at Risk will identify defective materials or workmanship and materials that do not meet Contract requirements found on the project. If any defect is found, the Construction Manager at Risk will complete a Non-Compliance Notice (See attached form in Section 4) and forward this notice to the General Contractor. A description of the defect and suggested corrective action to be taken will be complete and detailed. Sketches and any other necessary information required to clearly show the problem and possible solutions will be attached to the notice.

Immediately upon receipt of the Notice, the General Contractor will initiate appropriate corrective action. When corrective action has been accomplished, the General Contractor will notify the Construction Manager at Risk who will inspect the corrected defect. If the corrective action is satisfactory, the Construction Manager at Risk will indicate this in writing

on the General Contractor's copy of the notice and on his own file copy by noting the time and date of the inspection and signing each copy to that effect. Any defect not certified corrected will be reviewed and discussed at the next Progress Meeting and corrective action agreed upon.

The Construction Manager at Risk will number each notice sequentially and maintain a log that will summarize the status of all notices.

## **SECTION 2.12 - RECORDS/PROJECT FILES**

Related Contract Requirements:

### **Construction Manager at Risk's Records**

The Construction Manager at Risk will maintain at the job site orderly files for:

- Correspondence / Phone Records
- Meeting Minutes
- Submittals and
- Samples
- Clarifications and Supplemental Drawings
- Change Documents
- Progress Reports
- CPM Schedules and Updates
- Payment Applications

GMP Cost Accounting /  
Subcontracts Non-Compliance  
Notices  
Claim and Delay Notices

The Construction Manager at Risk will keep a daily report of and/or maintain files for:

Contractor Labor Forces and Utilization  
Weather Conditions  
Equipment on site and  
Utilization Job Site  
Visitors  
Daily Activities and  
Observations Testing  
Reports / Inspections  
Project Photographs

### **General Contractor's Records**

The General Contractor shall maintain on-site, all necessary project files, drawings, documentation, submittals, red-line as-built drawings, etc., sufficient to comply with the Contract Documents. It shall be the responsibility of the General Contractor to maintain appropriate records for any State or Local regulatory agency review as required, including copies of all permits and certifications issued for the project.

The General Contractor shall keep one copy of all Contract Documents, including working drawings, at the site, in good order, and updated every twenty-four (24) hours to show all changes made during the construction process. These record drawings shall be available to the Construction Manager at Risk at any time. The Construction Manager at Risk will verify Record Drawings are up to date prior to approval of monthly Applications for Payment.

### **SECTION 2.13 - SAFETY**

Related Contract Requirements:

- A. Safety for all personnel at the site is a paramount objective. The General Contractor has standard safety requirements and guidelines that must be followed. **Safety of construction personnel at the construction site is the responsibility of the General Contractor.**

Refer to the Contract Documents for detailed safety requirements. The following is a summary of the safety procedures to be followed.

#### **Health and Safety Plan**

All construction work on the project must be performed in compliance with the Occupation Safety and Health Act (OSHA) of 1970 and with local or state occupational safety and health regulations. Where requirements are different or in conflict, the more stringent requirements will apply.

The General Contractor shall maintain an accurate record of exposure data and all accidents incidental to work performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, material, supplies, or equipment. The following is the procedure if a workman is injured:

- B. The General Contractor shall notify the Construction Manager at Risk and M-NCPPC of any

personal injury that could require medical treatment of any of the General Contractor's or its subcontractor's employees at the project site.

- C. All injuries requiring medical attention shall be reported in writing to the Construction Manager at Risk and M-NCPPC within 48 hours of each occurrence. Accident reports shall include specific actions taken by the General Contractor to preclude recurrence of similar incidents.
- D. The Contractor will be required to provide the Owner and Construction Manager at Risk with the name and telephone number of a responsible party who will respond on a 24-hour basis to any emergency requiring the Contractor's attention.
- E. Each Contractor should provide the Construction Manager at Risk and the Owner with the following emergency data prior to beginning Work on the Project Site:

Emergency care facility to be utilized, address, telephone number.  
Insurance Company and local agent/name, address, telephone number.

**Health and Safety Plans are required as follows:**

- A. Prior to commencing on-site work, the General Contractor must submit to the Construction Manager at Risk a Health and Safety Plan designed to provide a system by which hazards on the project site will be controlled to minimize or eliminate occupational injuries or illnesses during the performance of the Contract.
- B. The plan must state that all subcontractors are required to comply with the General Contractor's safety rules and requirements.
- C. The plan must identify the General Contractor's representative responsible for the execution of the project safety program. The General Contractor's representative must have written authority to enforce the safety program.
- D. When conducting work at existing M-NCPPC facilities, the plan must include the precautionary measures to be taken to protect M-NCPPC staff, employees, and the public.
- E. The General Contractor's safety representative responsibilities include but are not limited to:
  - 1. Conducting subcontractor construction safety program reviews
  - 2. Conducting employee safety orientation training
  - 3. Conducting weekly safety meetings
  - 4. Conducting daily site safety inspections
  - 5. Auditing subcontractor safety compliance
  - 6. Preparing periodic and special safety reports. The General Contractor shall comply with the following:

Applicable Occupational Safety and Health Standards promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA).

Applicable federal, state, or local regulations governing workplace safety to the extent they do not conflict. The more stringent regulation shall apply.

Comply with any M-NCPPC standards unless the OSHA standard contains more rigorous or stringent safety requirements.

Take all other precautions to protect the safety and health of the General Contractor's employees, M- NCPPC staff, employees, property and the public.

## **SECTION 3.1 - PUNCHLIST ACTIVITY**

Related Contract  
Requirements:

### **Correction List**

Throughout construction, prior to official punchlist activity, the Construction Manager at Risk will produce a running list of items to be corrected. The correction list will be routinely updated and forwarded to the General Contractor for corrective action. The purpose of the running correction list is to limit items to be addressed at Substantial Completion.

### **Detailed Punchlist**

In addition to continuous inspections conducted by the Construction Manager at Risk's field representative, and as the project approaches completion, the Construction Manager at Risk shall conduct a detailed punchlist with the General Contractor's field representative, Engineer/Architect, and Owner (M-NCPPC). The inspection may consist of either a series of inspections, as areas are completed, or a single inspection of the completed facility.

The detailed inspection(s) of the project's electrical, plumbing, and HVAC systems by the Construction Manager at Risk should include the appropriate General Contractor's representative, the Engineer/Architect's associate architect representative, mechanical and electrical engineers, and M-NCPPC. The Construction Manager at Risk shall prepare and issue a detailed Punchlist to the General Contractor and M-NCPPC.

Final Payment will not be released to the General Contractor until each item on the punchlist has been satisfactorily addressed. Punchlist completion in each phase is crucial to related staff relocations; therefore, corrections must be completed in a timely manner to keep the overall project schedule on track.

### **Substantial Completion**

The General Contractor shall submit written certification to the Construction Manager at Risk that the Contract is Substantially Complete along with a list of items to be corrected or completed.

The Construction Manager at Risk, Engineer/Architect, and M-NCPPC shall make an inspection of the Work. Should the Work be considered Substantially Complete:

The Date of Substantial Completion will be established.

The Construction Manager at Risk will verify the General Contractor's list of outstanding items to be completed or corrected.

The Construction Manager at Risk will issue, as appropriate, a Certificate of Substantial Completion to be signed by the Owner (M-NCPPC) and the General Contractor.

Contract Substantial Completion Milestone Dates:

Phase I Move-in	TBD
Phase II Move-In	TBD
Construction Substantial Completion	TBD
Contract Completion Date (+30 calendar days)	TBD

### **Partial Occupancy**

The Owner reserves the right of partial occupancy or use of facilities, services, and utilities, before final acceptance, without implying completion or acceptance of any part of the project. Before such occupancy or use, the Construction Manager at Risk must furnish the General Contractor an itemized list of work remaining to be performed or corrected. Failure to list an item will not relieve the General Contractor of the responsibility for complying with the terms of the Contract. Responsibility for damage to the work within the partially occupied area shall be transferred to the M-NCPPC for any such partial occupancy or use.

### **SECTION 3.2 - FINAL INSPECTION**

When the punchlist has been corrected, the General Contractor shall submit written certification that:

- A. Contract Documents have been reviewed
- B. General Contractor has inspected for compliance with the Contract Documents
- C. All work has been completed in accordance with the Contract Documents
- D. Equipment and systems have been tested and certified in accordance with the Contract Documents
- E. Project is complete and ready for Final Inspection

The Construction Manager at Risk will establish a date for final inspection of the work within five (5) work days after receipt of the General Contractor's certification, and will send letters to the General Contractor and Owner (M-NCPPC) advising the date and time of Final Inspection. The Construction Manager at Risk shall conduct Final Inspection, accompanied by the consultants as he deems necessary, prepare and distribute the final punchlist to all concerned, and establish the date of completion for all items as per the specifications.

Should the Work be considered finally complete in accordance with the Contract Documents, the Construction Manager shall request the General Contractor to complete the Contract Closeout Submittals.

At the completion of the project, the Owner (M-NCPPC) will be given names and telephone numbers of each Contractor to contact in emergencies for items covered under warranty.

### **SECTION 3.3 - RECORD DRAWINGS**

Related Contract Requirements:

#### **Recording During Construction**

During construction, the General Contractor shall maintain on-site an accurate, up-to-date record of the installed locations of all work ("as-built" conditions) on a set of Contract Documents. The Construction Manager at Risk will periodically check with the General Contractor to assure that changes are kept current and recorded. Upon completion of the work, the General Contractor will deliver to the Construction Manager at Risk the Record Documents (including drawings, specifications, and site and building area tabulations). These Plans and specifications must be certified as to their correctness by the signature of the General Contractor and A-E and used in preparing a permanent set of "As-Built" drawings. The Construction Manager at Risk shall review and submit the Record Documents to the Owner (M-NCPPC).

The General Contractor shall:

- A. Label each document "PROJECT RECORD" in red printed LETTERS

- B. Keep record documents current
- C. Not permanently conceal any work until required information has been recorded
- D. Provide Contract Drawings: Provide and maintain a set of Contract Drawings and Shop Drawings in clean, undamaged condition, with mark-up of actual installations that vary from the work as originally shown. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related Clarification and Change Order number where applicable. Keep Record Drawings "up-to-date" and available for review by the Construction Manager at Risk.
- E. Provide Contract Specifications: Legibly mark-up each section and record manufacturer, trade name, catalog number, and supplier of each product actually installed, changes made by Clarifications and Change Orders, and other matters not originally specified.
- F. Provide Operation & Maintenance Manuals: Organize maintenance and operating manual information into suitable sets of manageable size, and bind into individual binders properly identified, indexed, and thumb-tabbed. Include emergency instructions, spare parts listing, warranties, wiring diagrams, inspection procedures, shop drawings, product data, schedules of regular maintenance, and similar applicable information.

### **Submission of Record Documents**

At the completion of the project, the General Contractor shall deliver the Record Documents to the Construction Manager at Risk within thirty (30) calendar days after project completion, including:

A. Record Drawings and Specifications:

The Engineer/Architect shall prepare a set of reproducible record drawings and specifications showing the indicated changes in the Work made during construction based on the marked-up prints, drawings, specifications, and other data furnished and certified by the General Contractor as to their correctness. The project documents shall include all addenda, clarifications, and change orders. Provide to the Construction Manager at Risk:

B. One set of As-Built Drawings and Specifications (Hardcopy)

C. Two sets of disks in electronic format (CADD and Word)

D. Shop Drawings and Samples

Submit to the Construction Manager at Risk one complete stamped set of approved submittals including product data, shop drawings, and samples.

E. Operation & Maintenance Manuals

Submit to the Construction Manager at Risk two (2) sets of Operation & Maintenance manuals approved by the Engineer/Architect.

F. Spare Parts Data

Submit spare-parts data for each different item of equipment furnished. The data must include a complete list of parts and supplies, with current prices and sources of supply along with additional items recommended by the manufacturer to ensure efficient operation.

G. Testing and Inspection Reports

Submit one complete set of all testing and inspection reports.

H. Warranties

Submit to the Construction Manager at Risk all warranties as required by the Contract

### **SECTION 3.4 - FINAL PAYMENT**

Related Contract Requirements:

Prior to the processing of final payment, the Construction Manager at Risk will review all documents to assure that the General Contractor has complied with all contractual obligations. The Construction Manager at Risk must also receive concurrence from the Engineer/Architect and the Owner (M-NCPPC). The General Contractor must submit a completion invoice, designated as such, promptly upon completion of the work. Payment shall then be processed as described in the procedures for monthly applications for payment.

The following is a checklist of items that must be completed:

A. **Final Inspection**

Acceptance by the Construction Manager at Risk and Owner that all punchlist items noted during the Final Inspection is complete.

B. **Closeout Submittals**

Delivery of Project Record Documents

Delivery of Operation and Maintenance Manuals

C. **Warranties:** General Contractor shall submit all manufacturer's guarantees, service contracts, and other guarantees.

D. All keys, including master keys, must be tagged with proper identification and turned over to M-NCPPC in coordination with the Construction Manager at Risk.

E. Stock of spare parts and materials as specified in the applicable sections of the specifications including spare parts data sheets.

F. Deliver evidence of compliance with requirements of governing authorities.

G. All required testing reports and certifications

H. Certificates of Inspection

Final Building Inspection  
Final Plumbing Inspection  
Final Mechanical Inspection  
Final Electrical Inspection  
Final Fire Protection  
Inspection  
Final Boiler Inspection



Use and Occupancy Permit  
Other certificates required by governing authorities and the specifications  
Deliver certificates of insurance for products and completed operations.

### **Start-up, Testing, & Demonstrations**

Complete all start-up and testing of systems. Provide both written and general operating instructions to the Owner's operating/ maintenance personnel. Manufacturer's representatives may be required for inspection, start-up, and instructions in the operation and maintenance of equipment. For operational equipment, demonstrate the following:

Start-up and Shut Down Emergency

Operations

Noise and Vibration Adjustments Safety

Economy / Efficiency Adjustments

The General Contractor shall submit a videotape of all demonstrations

### **Evidence of Payment and Release of Liens**

General Contractor shall submit the following evidence of payments and release of liens (use of current AIA Documents as appropriate are requested):

General Contractor Final Release and Affidavit (AIA Document)

Separate Release of Liens from subcontractors, suppliers, and others with lien rights against property of the Owner, together with a list of those parties.

Consent of Surety to Final Payment

Certificate evidencing that insurance required by the Contract Documents to remains in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior to written notice to the Owner.

Release of all claims against the Owner arising by virtue of the project.

### **Project Close-out**

General Contractor must process all documents, changes, claim submissions, complete all Project closeout items, provide warranties, as-built drawings, and submit a final report certifying that this action has been taken not later than thirty (30) calendar days after the date of Substantial Completion.

#### **One-Year Walk Through**

Prior to expiration of one year from the date of Contract Completion, the Construction Manager at Risk will make visual inspection of the project in company with the Owner and the General Contractor to determine whether correction of Work is required.

### **[SECTION 4.0 - FORMS](#)**

See the following forms.

**ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)**  
**MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION**

PROJECT NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

OWNER: Maryland-National Capital Park & Planning Commission (M-NCPPC)

CONSTRUCTION MANAGER AT RISK: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ARCHITECT: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

ASI No. \_\_\_\_\_

TO: \_\_\_\_\_ Contractor

FROM: \_\_\_\_\_

COMPANY: \_\_\_\_\_ Architect

SUBJECT: \_\_\_\_\_

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Construction Manager at Risk.

**DESCRIPTION:**

ISSUED: \_\_\_\_\_ ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

This form is used by the Engineer/Architect to provide additional instruction to the General Contractor.

**REQUEST FOR INFORMATION**  
**MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION**

**PROJECT NAME:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**OWNER:** Maryland-National Capital Park & Planning Commission (M-NCPPC)

**CONSTRUCTION MANAGER AT RISK:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_ **ARCHITECT:** \_\_\_\_\_

\_\_\_\_\_

**TO:** \_\_\_\_\_

**RFI NO.** \_\_\_\_\_

**THRU:**

**FROM:** \_\_\_\_\_ **COMPANY:** \_\_\_\_\_

**SUBJECT:** \_\_\_\_\_

**DATE OF REQUEST:**  
**NEEDED:** \_\_\_\_\_

**DATE REPLY**

**WG NO. (S):**

**LOCATION:**

**INFORMATION REQUESTED:**

**RESOLUTION PROPOSED BY CONTRACTOR:**

**SIGNATURE OF CONTRACTOR'S REPRESENTATIVE:**

**REPLY:**

**DATE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

This reply is a directive in accordance with the General Condition provisions for Changes in the Work. The contractor is cautioned that acceptance of this notice does not change either the contract amount or the contract time. Prior to executing any work under this Request for Information, the contractor should consult the General Conditions. If the contractor feels that this reply does not increase contract time or contract amount, then contractor will execute the work indicated in this reply at no change in contract price or time. If the contractor feels there is additional cost and/or time involved, he will immediately provide a written proposed change order indicating the effect, cost and time extension involved; and will not proceed with the work.

This form to be used by the Owner to request information from the Contractor concerning changes required in the project. It does not authorizes completion.

**REQUEST FOR PROPOSAL**  
**MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION**

PROJECT NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

OWNER: Maryland-National Capital Park & Planning Commission (M-NCPPC)

CONSTRUCTION MANAGER AT RISK: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ARCHITECT: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

RFI NO. \_\_\_\_\_

TO: \_\_\_\_\_ Contractor

FROM: \_\_\_\_\_ COMPANY: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

ASSOCIATED DOCUMENTS:

ATTACHED DRAWINGS:

**INFORMATION REQUESTED:** In accordance with the Contract Documents, you are hereby requested to submit a proposal to perform the following scope of work:

**It shall be understood that this Request for Proposal is a request for information only, and is not an instruction to execute the changes. If, after review of your Proposed Change Order, the Owner elects to proceed with this change, a Change Order will be prepared.**

ISSUED BY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

This form is used by the Owner to request a proposal from the Contractor.



**PROPOSED CHANGE ORDER**  
**MARYLAND-NATIONAL CAPITAL PARK PLANNING COMMISSION**

PROJECTNAME: \_\_\_\_\_  
 CONTRACT NO.: \_\_\_\_\_

**DISTRIBUTION TO:** \_\_\_\_\_ **PCO NO.:** \_\_\_\_\_  
**OWNER:** Maryland-National Capital Park & Planning Commission  
**ARCHITECT:** \_\_\_\_\_ **CONTRACTOR:** \_\_\_\_\_  
**FIELD:** \_\_\_\_\_  
**CONSTRUCTION MANAGER:** \_\_\_\_\_

**TO:** NAME \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FROM:** NAME  
 COMPANY STREET  
 SUITE  
 CITY, ST ZIP

**SUBJECT:**  
 (Reference associated RFI/RFP/ASI, etc.)

**DESCRIPTION:**  
 Brief narrative of change including reason (Include back up documents as attachments)

Description	Qty	Unit	Rate	Amount
<b>SUBCONTRACTOR(S):</b>				
MATERIALS (Add rows as necessary throughout)				\$ -
EQUIPMENT				\$ -
LABOR				\$ -
MD Sales Tax (6%)				\$ -
SUBCONTRACTOR Overhead & Profit (X%)				\$ -
<b>SUBCONTRACTOR TOTAL</b>				<b>\$ -</b>
CONTRACTOR FEE (8%)				\$ -
Bond				\$ -
<b>PCO TOTAL: Increase or (Decrease)</b>				<b>\$ -</b>

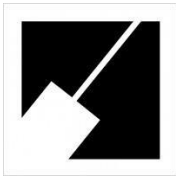
**PCO TIME:** Increase or (Decrease) [ ] CALENDAR DAYS

TO BE CONSIDERED FOR REVIEW, PCO'S MUST INCLUDE THE FOLLOWING: ASSOCIATED DIRECTION DOCUMENTATION (RFI/RFP/ASI, ETC.), MATERIAL AND LABOR BREAKOUT CLEARLY INDICATING QUANTITIES, UNIT/HOURLY RATES, TAXES, O/P, AND BOND. IF A CHANGE IN CONTRACT TIME IS REQUESTED, DOCUMENTATION MUST BE INCLUDED TO CLEARLY DEMONSTRATE THE IMPACT TO THE CRITICAL PATH.

THIS PCO IS NOT VALID UNTIL ISSUED AS A CHANGE ORDER BY THE OWNER

**SUBMITTED BY:** \_\_\_\_\_  
**SIGNED:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

<b>FOR USE BY OWNER ONLY:</b>	
REASON FOR CHANGE:	
_____	USER REQUEST
EST _____	OPERATIONS REQ
	DESIGN ERROR/OMMISSION
	OTHER:



**FORCE ACCOUNT WORK (FAW)**  
**MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION**

PROJECT NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

**OWNER:** Maryland-National Capital Park & Planning Commission (M-NCPPC)

**CONSTRUCTION MANAGER AT RISK:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**Engineer/Architect:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FAW NO.** \_\_\_\_\_

**TO:** \_\_\_\_\_ Contractor

**FROM:** \_\_\_\_\_ **COMPANY:** \_\_\_\_\_

**SUBJECT:** \_\_\_\_\_

**ASSOCIATED DOCUMENTS:** \_\_\_\_\_

**ATTACHED DOCUMENTS:** \_\_\_\_\_

**FAW AMOUNT (Not to Exceed): Increase or (Decrease)-----\$** \_\_\_\_\_

**FAW TIME: Increase or (Decrease)-----** \_\_\_\_\_ Calendar Days

**DESCRIPTION:** You are hereby directed to make the following change(s) in this Contract:  
This Force Account Work is issued to facilitate changes. Once signed by the Owner and Contractor, Work associated with this FAW may proceed. A formal Change Order will be issued as detailed above.

**OWNER:** Maryland-National Capital Park & Planning Commission

**BY:** \_\_\_\_\_

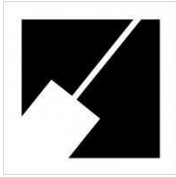
**DATE:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Form to be used by the Owner to direct General Contractor to immediately proceed with Changes while Change Order is in process.



**NON-COMPLIANCE NOTICE**  
**MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION**

PROJECT NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

OWNER: Maryland-National Capital Park & Planning Commission (M-NCPPC)

CONSTRUCTION MANAGER AT RISK: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

TO: \_\_\_\_\_ **Contractor** NCN NO. \_\_\_\_\_  
\_\_\_\_\_ NCN  
DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_ AM \_\_\_\_\_ PM

ITEM DESCRIPTION: \_\_\_\_\_

You are hereby notified that \_\_\_ tests and/or \_\_\_ inspection indicates that the \_\_\_\_\_

\_\_\_\_\_

does not conform to the contract document requirements. The specification section is \_\_\_\_\_

article/paragraph is \_\_\_\_\_. Under the provisions of the contract documents, the requirements are \_\_\_\_\_

Non-complying work may be required to be removed and replaced at no cost to the Owner. It shall be the Contractors responsibility to determine the corrective action necessary, and advise the Construction Manager at Risk

CM: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR'S PROPOSED CORRECTIVE ACTION: (Attach additional pages if necessary) \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

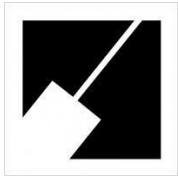
ARCHITECT'S/CONSTRUCTION MANAGER AT RISK'S RESPONSE AND COMMENTS:

\_\_\_\_\_ Concur - NET \_\_\_\_\_ Concur - See Comments \_\_\_\_\_ Don't Concur - See Comments

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTORS FINAL CORRECTIVE ACTION TAKEN: \_\_\_\_\_

CONSTRUCTION MANAGER AT RISK: \_\_\_\_\_ DATE: \_\_\_\_\_



**WEATHER DELAY NOTICE**  
**MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION**

PROJECT NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

**OWNER:** Maryland-National Capital Park & Planning Commission (M-NCPPC)

**CONSTRUCTIONMANAGER AT RISK:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**Engineer/Architect:** \_\_\_\_\_

**TO:** \_\_\_\_\_ **NOTICE DATE:** \_\_\_\_\_ **NOTICE NO.** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **COMPANY:** \_\_\_\_\_

**DATE OF INCLEMENT WEATHER:** \_\_\_\_\_

**TYPE OF WEATHERENCOUNTERED:** \_\_\_\_\_

The following outlines the CPM Schedule activities affected by the above referenced weather event, if the activity is on the Critical Path, and the specific work which the General Contractor was unable to perform.

<u>Act. No.</u>	<u>Activity Description</u>	<u>Critical (Y/N)</u>	<u>Specific work delayed by inclement weather</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CONTRACTOR:**

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONSTRUCTION MANAGERN AT RISK:**

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**CPM SCHEDULE LOGIC CHANGE FORM**  
**MARYLAND-NATIONAL CAPITAL PARK PLANNING COMMISSION**  
**(CMAR Concord Manor Rehabilitation)**  
 CONTRACT NO.: xxxxxxx

**OWNER:** Maryland-National Capital Park & Planning Commission

**TO:** **DATE:**

**FROM:** **UPDATE NO.:**

ACTIVITY ID	ACTIVITY STATUS	DURATION	ADD PREDECESSOR	ADD SUCCESSOR	RELATIONSHIP	LAG	DELETE PREDECESSOR	DELETE SUCCESSOR	DESCRIPTION
	EXIST = E ADD = A DELETE = D	WORK DAYS NO CHANGE = NC	ACTIVITY I.D.	ACTIVITY I.D.	FINISH TO START = FS START TO START = SS FINISH TO FINISH = FF	WORK DAYS	ACTIVITY I.D.	ACTIVITY I.D.	

**AUTHORIZED:** \_\_\_\_\_