

# **Exhibit B- Consultant Scope of Services (Owner Agent / CMR)**

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

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### **ARTICLE 1 - BASIC SERVICES**

#### **1.1 General**

**1.1.1** Basic Services to be provided by the Owner Agent (“Consultant”) shall consist of the activities and stages set forth in **Article 2** through **Article 4**, inclusive. The Consultant shall provide its services according to a Staffing Plan approved by the Contracting Authority. The Consultant shall provide such services in accordance with the Owner’s Program of Requirements (comprised of, without limitation, the Master Plan, Bracketing Forms and Summary of Renovations, Project Budget and Cost Estimates) as incorporated by reference herein.

**1.1.2** The Consultant recognizes that the Owner’s Program of Requirements may consist of multiple Program Verification, Schematic Design, Design Development, Construction Documents, GMP Negotiation, and Construction Stages.

**1.1.3** The Consultant shall provide services to accommodate the Owner’s Commissioning Agent.

#### **1.2 Best Value Selection of Contractor**

**1.2.1** To the extent the Contracting Authority requests, the Consultant will assist the Contracting Authority with the selection of the Contractor, which will serve as the Project’s construction-manager at risk.

#### **1.3 Consultation**

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

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

**1.3.3** The Consultant shall maintain Project cost accounting records on Work performed by Contractors under unit costs, actual costs for labor and materials, or other appropriate basis and afford the Contracting Authority access to these records at all times. The Consultant shall approve all invoices to be paid from the Project Construction Fund and maintain a log to track and record each approved expenditure. The Consultant shall review and reconcile the Consultant’s log with records maintained by the School District Treasurer on a quarterly basis and submit a report to the Commission and the Owner. The Project cost accounting records maintained by the Consultant shall include, but are not limited to, the following:

- 1.3.3.1** cost tracking for overall program management;
- 1.3.3.2** centralized review of invoices;
- 1.3.3.3** monthly financial reconciliation in consultation with the treasurer;
- 1.3.3.4** monthly Locally Funded Initiative reconciliation in consultation with the treasurer;
- 1.3.3.5** Master Plan amendments;
- 1.3.3.6** Drawdown schedule preparation; and
- 1.3.3.7** Project status reports.

**1.3.4** The Consultant shall provide reports and other Project information through the Contracting Authority’s web-based tools including the following:

- 1.3.4.1** OAKS Capital Improvements if applicable;
- 1.3.4.2** Quarterly Drawdown Tool;
- 1.3.4.3** Administration of Contractor Evaluations;
- 1.3.4.4** Preparation of Budget Adjustment Reports; and
- 1.3.4.5** Administration and Tracking of Payments.

## ARTICLE 2 - BEST VALUE SELECTION STAGE

### 2.1 Commencement

2.1.1 The Consultant's Services will begin on the date set forth in a notice that the Contracting Authority will issue to the Consultant.

### 2.2 Organizational Meeting

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

2.2.2 During the organizational meeting, the attendees will:

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

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

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

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

2.2.2.5 develop a list of the Owner's Project-stakeholder representatives to be involved in the Best Value Selection Stage to inform the development of the Request for Proposals; and

2.2.2.6 review the then-available programming and other documents that reflect the Owner's requirements and objectives for the Project including Construction Budget requirements and objectives.

2.2.3 Within 5 days after the organizational meeting is adjourned, the A/E shall prepare and submit to the Contracting Authority, Owner, and Consultant detailed minutes of the organizational meeting.

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

### 2.3 General Requirements

2.3.1 In addition to performing those Services required to comply with **Sections 2.4** through **2.5**, during the Best Value Selection Stage, the Consultant shall:

2.3.1.1 meet with the Contracting Authority and Owner at intervals acceptable to the Contracting Authority and the Owner, to review documents and other information which depict the current status of the Best Value Selection Stage; and

2.3.1.2 develop the interest of construction management firms in the Project, including specifically those construction management firms (if any) the Contracting Authority or Owner asks the Consultant to contact.

### 2.4 Request for Proposals

2.4.1 The Consultant shall support the Evaluation Committee in its evaluation of the Proposals by attending proposer interviews and advising the Evaluation Committee on pricing and technical issues, but the Consultant shall not participate as a voting member of the Evaluation Committee.

2.4.1.1 If the Proposals include GMP Proposals, the Consultant shall assist the Evaluation Committee in its comparative analysis and normalization of the GMP Proposals, which Services include the Consultant's detailed review and analysis of the proposed GMP Documents as described under **Section 3.4**.

### 2.5 Contract Award and Negotiation

2.5.1 The Consultant shall assist the Contracting Authority and Owner with the award and negotiation of the Contract by advising the Contracting Authority and Owner on pricing and technical issues.

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**ARTICLE 3 - PRECONSTRUCTION STAGES****3.1 Commencement**

**3.1.1** Unless the Contracting Authority directs otherwise in writing, the Consultant's Services during the Project's Preconstruction Stages will begin upon completion of the activities described under **Section 2.5**.

**3.2 General Requirements**

**3.2.1** During the Preconstruction Stages, the Consultant shall:

**3.2.1.1** advise the Contracting Authority, the Owner, and the Contractor in writing if at any time it appears that the Construction Budget may be exceeded and make recommendations for corrective action;

**3.2.1.2** notify the Owner of the need for and assist the Owner with obtaining the professional services of any Separate Consultants required for the Project; and

**3.2.1.3** at the request of the Contracting Authority:

- .1** identify and analyze issues related to compliance with Applicable Law and participate in related meetings with government authorities that have jurisdiction over the Project;
- .2** review the A/E's submittals (in addition to the submittals described under **Section 3.3**) for acceptability and conformance with the Construction Budget; and
- .3** evaluate and provide recommendations to the Contracting Authority concerning disputes with the Contractor;
- .4** review and provide recommendations to the Contracting Authority concerning the A/E's Payment Requests; and
- .5** review and provide recommendations to the Contracting Authority concerning the Contractor's invoices for Preconstruction Services.

**3.3 Submittal Reviews**

**3.3.1** The Consultant shall receive from the Contracting Authority and promptly review a copy of the A/E's submissions at the end of each of the Preconstruction Stages.

**3.3.1.1** If the Project is administered using the State's web-based project management software, the Consultant shall receive the A/E's submissions, and any revisions, through the "Design Review" business process.

**3.3.2** Within 7 days after receiving an A/E submission, the Consultant shall review and analyze it in detail and submit a written report to the Contracting Authority and Owner through which the Consultant shall individually address each of the following topics at a minimum:

**3.3.2.1** whether the Work described in the submission appears consistent with the Construction Budget.

**3.3.3** If the Consultant finds that the Work described in the submission appears inconsistent with the Construction Budget, the Consultant shall also describe and identify in writing specific examples of the inconsistencies.

**3.3.4** If the Contracting Authority requests, the Consultant shall meet with the Contracting Authority, Owner, and Contractor to review the Consultant's report.

**3.4 GMP Proposal and Amendment**

**3.4.1** The Consultant shall receive from the Contracting Authority and promptly review a copy of the Contractor's GMP Proposal.

**3.4.2** Within 7 days after receiving a copy of the Contractor's GMP Proposal, the Consultant shall review and analyze it in detail and submit a written report to the Contracting Authority and Owner through which the Consultant shall individually address each of the following topics at a minimum as appropriate for the Stage in the Project when the Contractor submits the GMP Proposal:

**3.4.2.1** clarity of the GMP Proposal;

**3.4.2.2** completeness of the GMP Proposal;

**3.4.2.3** coordination of the documents comprising the GMP Proposal; and

**3.4.2.4** whether the Work described in the GMP Proposal appears consistent with the Construction Budget.

**3.4.3** If it is the Consultant's opinion that the clarity, completeness, or coordination of the Contractor's GMP Proposal is deficient, the Consultant shall also describe and identify in its report specific examples of the deficiencies. If the Consultant finds that the Work described in the Contractor's GMP Proposal appears inconsistent with the Construction Budget, the Consultant shall also describe and identify in its report specific examples of the inconsistencies.

**3.4.4** If the Contracting Authority requests, the Consultant shall meet with the Contracting Authority, Owner, and Contractor to review the Consultant's report.

**3.4.5** If the Contracting Authority requests, the Consultant shall assist the Contracting Authority and Owner with negotiation of the Contractor's GMP Amendment.

## **ARTICLE 4 - CONSTRUCTION STAGE**

### **4.1 Commencement**

**4.1.1** Unless the Contracting Authority directs otherwise in writing, the Consultant's Services during Construction and Closeout will commence with the Contracting Authority's issuance of the Notice to Proceed to the Contractor and will terminate upon Contract Completion.

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

### **4.2 General Requirements**

**4.2.1** During the Construction Stage, the Consultant shall:

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

**4.2.1.2** meet with the Contracting Authority, Owner, and Contractor at intervals acceptable to the Contracting Authority and Owner, to review the current status of the Project;

**4.2.1.3** notify the Owner of the need for and assist the Owner with obtaining the professional services of Separate Consultants required for the Project; and

**4.2.1.4** at the request of the Contracting Authority:

- .1** evaluate and provide recommendations to the Contracting Authority concerning Modifications and Claims;
- .2** advise the Contracting Authority as to the necessity of special inspections, tests, or approvals, and review the associated results; and
- .3** review and provide recommendations to the Contracting Authority concerning the Contractor's closeout documentation.

**4.2.1.5** If the Project is administered using the State's web-based project management software, the Consultant shall provide Contracting Authority-requested services to the Contracting Authority and Owner through applicable business processes.

**4.2.2** The Consultant's duties shall not, and shall not be deemed to, require the Consultant to undertake any of the Contractor's responsibilities.

### **4.3 Progress of the Project**

**4.3.1** The Consultant, with the assistance of the A/E, shall record the progress of the Project and provide written reports to the Contracting Authority and Owner on a monthly basis, unless otherwise agreed in writing. Such reports shall include variations between actual and budgeted or estimated costs, information on the Contractor's Work, as well as completion status on the entire Project, showing percentages of completion.

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

### **4.4 Construction Progress Schedule**

**4.4.1** The Contractor shall prepare the Construction Progress Schedule in accordance with the Standard Requirements.

**4.4.2** The Contractor shall provide copies of the Construction Progress Schedule to the A/E, Consultant, Contracting Authority, and Owner.

## 4.5 Meetings

**4.5.1** The Consultant shall participate in progress meetings with the A/E, Contracting Authority, Owner, appropriate Separate Consultants, the Contractor, Subcontractors, and any other parties involved in the Project to discuss such matters as procedures, progress, problems, and scheduling.

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

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

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

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

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

**4.5.2** The A/E shall schedule, conduct, and participate in preconstruction, quality control, pre-installation, and special meetings with the Consultant, Contracting Authority, Owner, appropriate Separate Consultants and Sub-consultants, the Contractor, Subcontractors, and any other parties involved in the Project.

## 4.6 Change Orders and Change Directives

**4.6.1** The Consultant shall review any Proposal Requests prepared by the A/E prior to their issuance, review Contractor proposals and submit recommendations thereon to the Contracting Authority, Owner, and A/E, assist in negotiating Change Orders and Change Directives in accordance with the Standard Requirements for authorization and execution by the Contracting Authority, Owner, and A/E.

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

## 4.7 Claims Analysis

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

**4.7.2** The A/E, in conjunction with the Consultant, shall review each Contractor Claim, prepare a written analysis of its content, and submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim. The written analysis shall include:

**4.7.2.1** A narrative of the A/E and Consultant's examination of the facts giving rise to the Claim;

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

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

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

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

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

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

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

#### **4.8 Project Costs**

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

### **ARTICLE 5 - CLOSEOUT**

#### **5.1 Partial Occupancy**

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

#### **5.2 Contract Closeout**

**5.2.1** Within 3 business days of receipt of the Contractor's request for the A/E's Review of the Work, the A/E shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

**5.2.2** The A/E shall notify the Consultant, Contractor, Contracting Authority, and Owner of the scheduled time of the A/E's Review.

**5.2.3** Within 3 business days after the A/E's Review, the A/E shall provide to the Contractor and Consultant, a list of Defective, incomplete, or unacceptable Work ("A/E's Punch List"). The A/E shall include comments from the Consultant, Contracting Authority, and Owner in the A/E's Punch List.

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

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