

1.7 SCOPE OF SERVICES

The Construction Manager/General Contractor (“CM/GC”) shall provide Pre-Construction Phase (“PCP”) Services and Construction Phase (“CP”) Services for the Project described in RFP Section 2.4, Project Narrative and Documentation, including, but not limited to, development of a Guaranteed Maximum Price (“GMP”). Services shall be provided by the personnel designated in the CM/GC’s Technical Proposal or by substitute personnel approved in writing by the Owner. Requests for substitute personnel shall include justification for the substitution and qualifications of the substitute personnel in similar form and content as required for the Technical Proposal.

1.7.1 PRE-CONSTRUCTION PHASE SERVICES

A. Project Information and Procedures

1. The CM/GC shall meet with the Owner, the Designer, and other design team members to review documents and gain a full understanding of the program, the design documents, the Project scope and all other aspects of the Project. The CM/GC is to become a fully integrated member of the project team. The CM/GC shall provide feedback on the presented program including, but not limited to, constructability, cost, and potential risk(s) to the project.
2. The CM/GC, in conjunction with the Designer, shall develop written Project procedures, which will clarify and compliment the Owner’s requirements, to be used as a guide for the management and coordination of the Project. The Project procedures shall incorporate the CM/GC’s knowledge of external environmental factors that could impact project objectives. These project procedures could include system selection materials selection, site investigation, code, and other regulatory requirements, HPBr, and other Design related decision-making elements.
3. The CM/GC and the Designer shall work together for the mutual benefit of the project. Each shall provide support for the other to the greatest extent allowable under their licensure. The Owner may require a partnership agreement to be signed that describes the obligations of this arrangement.

B. Meetings and Key CM/GC Personnel

1. The CM/GC shall provide the designated key personnel who shall consistently attend and participate in meetings scheduled with the Owner and the Designer throughout the duration of PCP Services. Such meetings shall be as frequent as needed to support Project progress. Participants shall be as designated in the RFP.
2. The CM/GC shall provide a responsibility assignment matrix (“RAM”) that designates key personnel and assigned task(s). The submitted RAM should be in the form of a RACI (responsible, accountable, consult, and inform) Chart, which is a key tool in the management process as the project team consists of external and internal resources and clearly designates roles and responsibilities

RACI CHART	Person				
Activity	Brian	Penny	Michael	Peter	Tim
Schedule	R	A	A	A	R
WBS	I	I	A	I	R



Cost Estimate	I	A	A	I	R
Code Review	A	R	I	A	C
Risk Assessment	C	I	R	R	C

3. The CM/GC shall provide the designated PCP Services Project Manager to facilitate such meeting, along with the Designers Lead Representative.
4. The CM/GC, in conjunction with the Designer, shall prepare and distribute an agenda at least two working days in advance of meetings. Said agenda shall at a minimum include design progress, design issues, risk registry review, current schedule, and current cost as relating to budget as required in subsequent sections of this document.
5. The CM/GC shall record and distribute meeting notes to the Owner, Designer, and other attendees within two working days of meeting. At a minimum, said meeting minutes shall include: attendees list, items completed since previous meeting, items expected for subsequent meeting, key action items, next steps and who those are assigned to, and date of next meeting.
6. Project team members who are assigned to the construction/execution phase should be integrated into the CM/GC process as soon as schedules allow. Confirmation of the key personnel's assignment, and setting the team, is necessary to complete identified project activities and is key in the continuity of the approved program.

C. Phase Determination and Deliverables for PCP Services

1. Phase of Work for the PCP Services shall be determined in conjunction with the Design phase services as defined in the SBC-6a Terms and Conditions for Agreement between Owner and Designer. In addition, the buyout phase shall commence upon issuance of the Construction Services Agreement ("CSA"), and shall conclude upon execution of all trade subcontracts.
2. CM/GC deliverables for each phase shall be current iterations of all documents required by paragraphs D through G below.
3. CM/GC deliverables for the Design Development Phase shall include the full GMP package as described in Section I below.
4. CM/GC deliverables for the Construction Document Phase shall include a letter of acknowledgement stating that Construction Documents have been submitted that are suitable for permitting and construction.
5. The CM/GC deliverable for the Buyout Phase shall be a reconciliation of all trade contracts, shall show the balance of the CM/GC's contingency, and shall establish an Owners reserve if applicable.

D. Value Management (“VM”) and Risk Assessment

1. The CM/GC shall advise the Owner and Designer on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems (including exploring alternative and non-traditional building systems), and equipment.
2. The CM/GC shall provide recommendations to the Owner and Designer on the items below, submitting recommendations concurrently to the Owner and Designer in writing:
 - a. Construction feasibility actions designed to minimize adverse effects of labor or material shortages;
 - b. Time requirements for procurement, installation, and construction completion; and
 - c. Factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, and possible economies, which should include conceptual cost estimates based on preliminary designs.
3. The CM/GC shall complete a Value Management Process.
 - a. It shall create a VM Log, which shall include a list of recommendations including pro/con analyses to achieve a balance between initial costs, life cycle operating costs, aesthetics, and function. The VM log shall document the items to be implemented including the details of such items stated in dollars, time, or other appropriate measures.
 - b. It is a requirement of the VM process that the basic functionality of the project not be sacrificed as a consequence of any proposed design revisions. A comparison of the Designer's originally submitted and revised construction documents, along with a revised Work Breakdown Structure (“WBS”), as defined and required by paragraph E.4. below, should be analyzed in the effort to control costs and meet the GMP Target.
 - c. Cost modifications using VM shall occur according to the following levels of intensity:
 - i. Basic VM – changes in materials, finishes, etc.;
 - ii. Moderate VM – more intrusive construction method and materials changes and modifications to types of construction without changing the overall floor plan; and
 - iii. Intensive VM – includes floor plan adjustments that don't change the scope, just the amount of space provided; that should be targeted to right sizing spaces where a room was sized just because it fit, modifying circulation paths, and similar adjustments; And that also includes modifying story/height of the building.
 - d. Scope Reduction, defined as elements of the program being reduced or deleted to accommodate the budget, shall only be considered after all efforts associated with sub-paragraph b above have been exhausted.
 - e. It shall also engage in the VM process utilizing the work packages of the WBS. Each item in the VM log shall be presented with a WBS.
 - f. It shall present each item to the Owner for acceptance, demonstrating that the project remains within the GMP Target. Upon acceptance by the Owner, each

item shall be incorporated into the master WBS, the design documents, and the Construction Cost Estimate.

4. Recommend to the Owner and Designer opportunities to phase issuance of drawings and specifications to facilitate phasing or sequencing of demolition, site work, site utilities, and building construction activities of each phase to improve economies, performance time, and responses to construction resource conditions.
 5. The CM/GC shall not be called upon to provide advice on legal issues or to engage in the practice of architecture or engineering. While the CM/GC's scope of services is in its capacity as a CM/GC, not as a design professional, the CM/GC shall participate to the greatest extent possible in the design process, both technically and aesthetically. The CM/GC shall not be responsible for providing architectural or engineering services for the Project.
 6. The CM/GC shall develop and maintain a risk registry through performing a risk management analysis for each aspect of the project. Risk management analysis is an iterative process that must include scope, cost elements, and schedule activities.
 - a. The CM/GC shall determine each risk or opportunity that would impact the project and document its characteristics. The intent shall be to enable the project team to have the knowledge and ability to anticipate the impact of such risks or opportunities.
 - b. The CM/GC's obligations in this paragraph 6, shall be performed through a structured review of project documentation to date that includes comparison to previous documentation and the program.
 - c. The CM/GC shall use documented information gathering techniques in identifying risks or opportunities. Acceptable techniques include Brainstorming, Delphi Technique, Interviewing, SWOT Analysis, and Root Cause Analysis.
- E. Scope of the Work**
1. The general scope of the Project has been defined by the Owner through a project program, which contains, in general terms, the Owner's intent for the totality of the Work of the Project.
 2. Scope of Work Document - The CM/GC, in collaboration with the Designer and Owner, shall develop a Scope of Work Document that details elements of design and construction. Development of the Scope of Work Document is an iterative process, and the document shall detail the Work described in the Owner's project program. It will provide a common understanding of the scope among all team members (Owner, Designer, and Contractor), will provide to the project team a structured version of what is to be delivered, and should assist in managing stakeholder expectations. The Scope of Work Document should convey at a minimum:
 - a. Detailed Narrative of Design & Construction Scope of Work;
 - b. Exclusions from Scope of Work;
 - c. Scope of Work broken out in a WBS that details the proposed work elements and their cost, duration, and interrelations. WBS should be structured to accommodate the development and detail of the WBS throughout the design process; and
 - d. Assumptions and risk.

The Scope of Work Document shall be updated and maintained throughout the design process.

3. Scope Management Plan - The CM/GC, in collaboration with the Designer and Owner, shall develop a Scope Management Plan ("SMP"), that describes how the scope of the work will be defined, developed, monitored, controlled, and verified throughout the project. Development of the SMP, and detailing of the scope, will begin with the development of the Scope of Work Document. The SMP will detail the project's deliverables and the work required to create those deliverables, and should address at a minimum:
 - a. Deliverables,
 - b. Constraints affecting execution of the work,
 - c. Criteria for acceptance of Scope of Work elements,
 - d. Criteria for dealing with unknown Scope of Work elements, and
 - e. Assumption and risk.
4. Work Breakdown Structure – The CM/GC shall prepare a WBS, which is a hierarchical decomposition of the total scope of work to be defined during preconstruction services and anticipated to be carried out in the construction of the work. Each descending level of the WBS represents an increasingly detailed classification of the construction work ultimately culminating in individual planning packages, and the level of detail of which shall be commensurate with the level of detail associated with the current phase of design. The resultant planning packages shall be provided as a part of the GMP. Planning packages will be converted to work packages at project buy out.
 - a. The CM/GC shall create a preliminary summary task list that includes all planned construction activities anticipated on the project.
 - b. Each task shall have a scope of work description that is sufficient in detail to ensure all project team members understand what work is required to be completed.
 - c. During Schematic Design Phase, the CM/GC, in coordination with the design team, shall begin the development of the WBS such that it is detailed into major building elements commensurate with the type of project. The WBS at this level should be influenced by the CM/GC's knowledge of the Program, its experience with similar building types and current market conditions, and by input from the design team.
 - d. During the Design Development Phase, the CM/GC shall begin the decomposition process into planning packages.
 - i. Tasks shall have durations for which the period of that work is performed and shall have resources and costs associated with that work.
 - ii. Tasks shall have attributes that extend the description of the task by identifying the multiple associated components.
 - iii. The purpose of each task is to:
 - a. Identify the associated resources,
 - b. Ensure all deliverables are accounted for,
 - c. Map work to each deliverable, and
 - d. Ensure that no work is omitted, and no extra work is performed.

- iv. The WBS shall contain the project WBS Dictionary that provides detailed deliverable, task, and scheduling information. The WBS Dictionary is a document that supports the WBS and should include, but not be limited to:
 - a. Description of the Work,
 - b. Assumptions and constraints,
 - c. Responsible organization,
 - d. Schedule milestones,
 - e. Associated schedule activities,
 - f. Resources required,
 - g. Cost estimates,
 - h. Quality requirements,
 - i. Acceptance criteria, and
 - j. Technical references.
- 5. Constructability Review Process – The CM/GC shall review the design documents and the WBS for opportunities to enhance constructability, including proposals for alternate construction means, methods, and materials. During this process, the project team will systematically identify available efficiencies utilizing the collective knowledge and experience of the Owner, Designer, consultants, and contractors. The CM/GC shall maintain a constructability log recording constructability issues and their resolution. For each item identified, the CM/GC shall also provide the following:
 - a. Description with supporting information.
 - b. Listing of associated work elements,
 - c. Cost impacts,
 - d. Risks,
 - e. Detailed recommendation, and
 - f. Project team resolution.

F. Construction Cost Estimate

- 1. All construction cost estimating prior to establishment of the GMP shall be done conceptually until sufficient detail is available and shall include all items shown, proposed, discussed, and reasonably anticipated within the scope of the work for a complete project. No allowance will be given for additional items that should have been assumed but not included. Additionally, all estimates shall be within the GMP Target and eventual GMP, with only a refining of the details of the estimate allowed.
- 2. Within 30 days from the establishment of the WBS, the CM/GC shall develop and communicate in writing to the Designer and Owner for review an initial construction cost estimate that shall be independent from the Designer's cost estimate ("Designer's Estimate"). The construction cost estimate shall be kept up to date at all times until it is proposed and accepted as the GMP.
- 3. The construction cost estimate shall detail the amount for the eventual GMP with sufficient supporting information to communicate each cost activity within each work package that was developed as part of the WBS, and shall further detail the significant contributing costs within each work package to a level of detail appropriate with the level of design. The cost estimate shall be aggregated by work packages in accordance with the WBS, shall provide a clear and concise

understanding of how the cost estimate was derived, and shall address at a minimum:

- a. Basis of estimate,
 - b. assumptions,
 - c. known risks and constraints,
 - d. range of values, and
 - e. confidence levels.
4. The construction cost estimate will be reviewed by the Designer, Contractor, and Owner for reasonableness and compatibility with the GMP Target at each meeting. The Owner, Designer, and CM/GC shall work together to identify and resolve any differences between the Designer's Estimate and the CM/GC's construction cost estimate by reviewing the WBS for any scope variances or alterations that exist.
 5. In the event the construction cost estimate exceeds the GMP Target, the Owner, Designer, and CM/GC will work to reconcile the overage. If in the review of the WBS and associated costs the scope is determined to be valid and in accordance with the proposed project program, the Owner may elect to either revise the Project Scope or increase the budget.
 - a. In the event the Owner elects to increase the budget, where no change in scope has occurred, the fee for the work may be converted to a lump sum calculated as the Owners original GMP Target multiplied by the percentage fee proposed in the RFP response.
 - b. In the event a redesign is directed by the Owner, the CM/GC will continue to provide its PCP Services as described herein, in conjunction with the Designer's redesign of the Project as necessary to move the Project program back within the GMP Target; in which case, the CM/GC shall do so without additional compensation. The redesign process shall proceed in the same manner as described above until the project is within the GMP Target

G. Schedule

1. Two types of schedules are required of the CM/GC in the pre-construction phase as described in the following sections:
 - a. Pre-Construction Phase Schedule, and
 - b. Preliminary Construction Schedule.
2. General Schedule Information
 - a. The CM/GC shall prepare, maintain, and communicate the schedules in writing in appropriate detail to enable determination of critical paths and enable Project decision-making throughout the duration of the Project.
 - b. Schedules shall be developed on industry standard software with proven compatibility and ability to maintain baseline schedule and each iteration of the schedule.
 - c. Schedules shall be made readily available to all members of the Project Team during the pre-construction phase.
3. Pre-Construction Phase Schedule
 - a. Meet with the Designer and Owner to develop a Pre-Construction Phase Schedule ("PCPS"), detailing the services and activities of the Designer, CM/GC, and Owner required during the pre-construction phase.

- b. Within one week of the PCPS development meeting, the CM/GC shall submit an initial version of the PCPS to the Project Team for review and acceptance.
 - c. The CM/GC shall monitor and manage the PCPS throughout the duration of the pre-construction phase.
 - d. Adjustments to the schedule are to be mutually agreed upon by the Project Team with the goal of maintaining the original completion date.
 - e. The CM/GC shall keep the initial PCPS and subsequent versions up to date throughout the duration of the pre-construction phase.
4. Projected Construction Schedule
- a. In coordination with the development of the Construction Cost Estimate, the CM/GC shall develop a Projected Construction Schedule ("PCS"), for submission to the Designer and Owner for review.
 - b. Schedule components shall include:
 - I. Defined construction activities previously established in the WBS, including sequences and durations to document the specific actions to be performed;
 - II. Milestones (zero duration) along the project timeline to assess deadlines, key dates, and potential bottlenecks within the defined construction activities;
 - III. Occupancy dates meeting the Owner's requirements and showing portions of the Project having occupancy priority, if applicable;
 - IV. A proposed date of Substantial Completion that is agreed upon by the Designer and Owner; and
 - V. An analysis of activity sequences, durations, resource requirements, and constraints developed using the Critical Path Method.
 - c. The PCS shall be developed such that the final version, at establishment of the GMP, will be the Baseline Construction Schedule.

H. Subcontractor Participating in Pre-Construction Phase

- 1. Use of Subcontractors in Non-Compensated Capacity
 - a. The CM/GC is permitted to use subcontractors in a non-compensated consulting capacity to assist in scope, schedule, and budget management.
 - b. The use of a subcontractor in a non-compensated consulting capacity shall in no way bind the Owner, Designer, or CM/GC to utilize their recommendations during the Pre-Construction Phase.
 - c. The use of a subcontractor in a non-compensated consulting capacity shall in no way bind the Owner, Designer, or CM/GC to utilize their services during the construction phase and shall not predispose or prejudice the CM/GC toward their selection.
 - d. Should such subcontractors desire to provide a subtrade bid to the CM/GC during the construction phase, they shall be required to follow procurement procedures required of all bidders.
- 2. Use of Subcontractors in Compensated Capacity
 - a. The CM/GC is permitted to use subcontractors in a compensated consulting capacity to assist in scope, scheduled, and budget management.
 - b. The use of a subcontractor in a compensated consulting capacity shall

preclude that subcontractor from further participation in bidding or construction.

- c. Such subcontractors shall be compensated by the CM/GC out of their Pre-Construction Services Fee, with no provision for additional compensation from the Owner.
3. Use of Subcontractors in a CM/GC Capacity
 - a. The CM/GC may request approval of the Owner to procure selected subcontractors in a subcontractor construction management ("S/CM") arrangement.
 - b. S/CM procurement shall generally follow State procurement procedures normally utilized to procure a CM/GC.
 - i. S/CM responses shall include both qualifications and cost components.
 - ii. Costs shall be provided in a separately sealed and labeled package and make up at least 30% of overall scoring.
 - iii. The CM/GC shall include in the solicitation for a S/CM an anticipated cost of the work being solicited and an anticipated duration for such work.
 - iv. The S/CM[s] shall be required to include labor rates for construction phase services which will also be evaluated as a part of the solicitation.
 - v. The cost proposal[s] shall include at a minimum S/CM PCP SERVICES lump sum fee, S/CM construction services fee, S/CM monthly General Conditions, S/CM lump sum general condition, and S/CM bond rate.
 - vi. The S/CM's participation in PCP SERVICES will not guarantee its continued participation in Construction Phase Services.
 - c. S/CM shall be compensated for PCP SERVICES by the CM/GC out of their Pre-Construction Services Fee, with no provision for additional compensation from the Owner.

I. Guaranteed Maximum Price for Construction

1. The Guaranteed Maximum Price ("GMP") shall be an all-inclusive cost based on the Scope of Work Document as required by Section D above. The GMP shall not include costs for any assumptions which have not been accepted by the Project Team. Costs shall be summarized on the form as provided by the Owner. The GMP shall not exceed the GMP target as established by the Owner.
2. GMP establishment shall be reflected in the PCP SERVICES schedule and no later than 45 calendar days after acceptance of the DD Phase design documents by the Owner. Notice to proceed to the CD Phase will not occur until the DD Phase Design document and GMP have been accepted by the Owner.
3. The GMP shall be solely based on the estimating of the CM/GC as a natural outgrowth of estimating done to date and shall not be a new estimating exercise. The CM/GC may utilize trade subcontractor or supplier pricing in the development of its estimate; however, no solicitation of cost information shall bind the Owner or the CM/GC as if bidding had occurred. Furthermore, the CM/GC shall not enter into binding contracts with trade subcontractors or suppliers for construction work until after the Construction Services Agreement ("CSA") for a GMP is negotiated and executed.

4. The CM/GC shall submit to the Owner a GMP in a format to be provided by the Owner. The GMP shall include all construction related costs as follows:
 - a. Lump Sum General Conditions from RFP Attachment 6.3, escalated as applicable;
 - b. Monthly General Conditions from RFP Attachment 6.3, escalated as applicable;
 - c. General Requirements as proposed by the CM/GC, not to exceed 3% of the GMP Target. General Requirements shall include all work performed directly by the CM/GC for the benefit of the Work, including self-performed trade work or shared direct costs associated with the work of trade subcontractors. Examples may include scaffolding, lifts, and material and personnel hoists;
 - d. Trade Costs within the GMP shall be presented in the previously established WBS planning packages. The owner reserves the right to allow the CM/GC to include allowances. Should allowances be included as a trade cost line item, any remaining value shall not be available to the CM/GC to offset overages associated with other trade cost line items. The unused balance of any allowance shall be committed to an Owner's reserve fund within the construction contract;
 - e. CM/GC Contingency, as defined in I.7. below;
 - f. Construction Services Fixed Fee as calculated based on the percentage provided in RFP Attachment 6.3;
 - g. P&P Bond as calculated based on the rate provided in RFP Attachment 6.3
 - h. Subcontractor default insurance as calculated based on the rate provided in RFP Attachment 6.3; and
 - i. CCIP as calculated based on the rate provided in RFP Attachment 6.3.
5. In the event the GMP exceeds the GMP target, the Design Development Phase shall not be considered complete. The CM/GC shall continue to provide pre-construction phase services in conjunction with the Designer until the GMP is within the GMP Target.
6. The CM/GC shall perform the work set forth in this paragraph I. above without additional compensation over and above the lump sum pre-construction fee provided in the PCP Services contract.
7. CM/GC-GMP Contingency
 - a. The GMP shall include a construction contingency ("CM/GC-GMP Contingency"), in an amount approved by the Owner, not to exceed 3% of the trade costs, to help reduce the risks assumed by the CM/GC in providing the GMP for the Project. The Owner retains the right to specifically request a revision to the amount of the contingency prior to the Owner's acceptance of the GMP. The Owner and the CM/GC acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including, but not limited to, those resulting from:
 - i. Incomplete items, unclear items, unrefined design, or undefined standards of quality, that were not present in or reasonably inferable from, the DD documents;
 - ii. Scope gaps between trade contractors;
 - iii. Unforeseen field conditions, circumstances, occurrences, or errors and

- omissions in the contract documents which would not have been reasonably detected or anticipated during the execution of the CM/GC's pre-construction duties; and/or
- iv. A net overage in all executed trade cost subcontracts, excluding those trade costs derived from allowances.
 - b. The CM/GC shall provide written justification and relevant substantiating estimate with back-up as verification that the CM/GC-GMP Contingency funds are being used accurately and correctly. Any use of the CM/GC-GMP Contingency funds requires mutual agreement by the CM/GC and Owner through the execution of a Field Order by the Owner. The CM/GC shall document the change on its copy of the construction documents that will be used as a part of the record documents. The use of the contingency funds shall not be unreasonably withheld; however, the Owner reserves the right to reject the use of funds when they are inadequately justified or inaccurate.
 - c. The amount of the CM/GC-GMP Contingency is the maximum sum available to the CM/GC to cover costs incurred as a result of such unanticipated causes or details. Cost overruns in excess of the amount of the CM/GC-GMP Contingency will be borne by the CM/GC, unless the GMP is adjusted pursuant to the terms of the CSA executed by the CM/GC and the Owner. If all of the funds in the CM/GC-GMP Contingency are expended, or, in the event the cost of the work exceeds the GMP and any adjustments as may be due under the terms of the CSA, the CM/GC shall continue to perform all of its obligations at no additional cost to the Owner until the work is complete. The CM/GC shall be responsible for paying all costs, in accordance with the terms of the CSA that may be necessary to complete the work, even if such costs are in excess of the GMP.
 - d. The CM/GC-GMP Contingency is not available and shall not be used for the costs of CM/GC activities including, but not limited to, the following:
 - i. Correction and/or completion of work that is not depicted in the contract documents, but which is common industry practice in similar situations or uses;
 - ii. Correction of deficient or defective work that is not depicted in the contract documents that enables work to comply with all applicable statutes, codes, and ordinances;
 - iii. To supplement the CM/GC's own office or field staff, beyond the levels or commitment originally agreed to, without prior written consent of the Owner;
 - iv. To reimburse CM/GC for errors or omissions in subcontractor or supplier take offs or bids;
 - v. To reimburse CM/GC for insurance deductibles or any costs that are recovered by the CM/GC from insurance;
 - vi. To reimburse CM/GC for any costs that are recovered by the CM/GC from sub-contractors, suppliers, or any other source;
 - vii. Payment of liquidated damages, reimbursement of additional consultant services due to deficient or delayed work, or similar back charges or damages from the Owner caused by the CM/GC; or
 - viii. Any other use that is for the sole use, benefit, or convenience of the

CM/GC and would not create any additional benefit to the Owner or the Work beyond the benefit conveyed prior to the execution of the CSA by the CM/GC and the Owner.

J. Acceptance of the GMP and Proceeding with the CSA

1. Upon acceptance by the Owner of a GMP, the Owner and the CM/GC shall negotiate and execute a mutually acceptable agreement including the approved GMP as a part of the CSA.
2. All required bonds and insurance shall be provided in accordance with the terms of the CSA, and shall be furnished upon CM/GC signature of the CSA
3. All costs associated with the GMP are subject to audit at Owner's discretion. The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the CSA. The Owner and the Owner's accountants or other representatives shall be afforded access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, and the CM/GC shall preserve these for a period of five years after final payment, or for such longer period as may be required by statute. Any such audit shall be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS). Copies of such audits shall be provided to the Tennessee Comptroller of the Treasury, the Department of Finance and Administration, and shall be made available to the public.

K. Non-Acceptance of the GMP and Termination

1. The Owner, at its sole discretion, may decline to proceed with a CSA based on the CM/GC's GMP for the Project, and thereupon, without penalty, the contract services for the Project shall terminate at the end of the pre-construction phase.
2. In any event, such termination shall likewise terminate all further services and obligations of the CM/GC for the Project. The CM/GC shall accept the lump sum contract amount for PCP Services as full and complete reimbursement of all costs and services performed by the CM/GC for PCP Services, and shall not be entitled to any further amount for such services. Thereafter, the Owner shall have the right to continue its activities to place the Project under construction with no obligation or restriction regarding the CM/GC and with full ownership and use of any data and information developed during PCP Services.
3. Notwithstanding the forgoing to the contrary, in the event that a CSA has been previously executed for a portion of the work, and the owner declines to proceed with any proposed amendments to the CSA, the CM/GC shall be required to continue and complete the scope of work under the previously executed CSA or any amendments thereto.
4. Termination under this Section is in addition to the termination provisions set forth elsewhere in the Contract, including, but not limited to, the conditions of the Contract included in the CSA.

L. Support Ongoing Project Design Activities

1. Upon acceptance of a GMP for all or a portion of the Work, and despite the execution of any CSA, the CM/GC shall continue to perform PCP Services without additional compensation as required to support ongoing design activities including:
 - a. Completion of Construction Documents;
 - b. Design to implement phased construction activities or amendments to the CSA;
 - c. Design activities related to administration of allowances within the CSA; or
 - d. Design activities related to coordination of activities requiring delegated design.
2. Modifications to the CSA by change order or directive during the execution of the Work of the CSA shall have PCP Services but shall be compensated according to the terms and conditions of the CSA.

M. Ownership of Documents

All data, information, material, and all copies thereof, developed by the CM/GC or in the CM/GC's possession or control, relating to the Project are the property of the Owner and shall be turned over to the Owner within fourteen calendar days after the Owner's request. However, the CM/GC may keep its own counterparts of executed agreements and one duplicate of its other data and documents for its own records but not for reuse.

1.7.2 CONSTRUCTION PHASE (CP) SERVICES

The CM/GC services shall consist of providing CP Services as required by the Contract Documents including, but not limited to, the CSA's General Conditions of the Contract for Construction, current version at the time of the acceptance of the GMP, and all additional documents enumerated in Article 1 of the CSA to affect the complete construction of the Project and to maintain the established GMP and Contract Time of the Project. The CM/GC shall continue to perform PCP Services as described in this contract during construction as required relative to the work and changes being performed.

During the performance of the CSA, the CM/GC may self-perform Project work to assist with the coordination of subcontracts and minor Project facilitation. The CM/GC shall not perform trade contract work. The maximum percent of the GMP that the CM/GC can self-perform shall be three percent.