

**MANAGEMENT ADMINISTRATION PLAN
(MAP)
FAIRLAND SPORTS AND AQUATICS COMPLEX-
REPLACEMENT TENNIS BUBBLE FACILITY**

TABLE OF CONTENTS

INTRODUCTION

SECTION ONE

PARTICIPANTS

- 1.1 Project Directory
- 1.2 Organization Chart

SECTION TWO

CONSTRUCTION PHASE

- 2.1 Project Responsibilities**
 - Owner: Maryland - National Capital Park & Planning Commission (M-NCPPC)
 - Project Manager: Jose Lopez
 - Construction Manager: Mr. Brian Stewart
 - Civil Engineer of Record: TBD
 - Design/Build General Contractor: TBD
 - Design/Build Architect of Record: TBD
 - Design/Build Structural, MEP Engineers of Record: TBD
 - 2.2 On-Site Communication Procedures**
 - 2.3 Meetings and Reports**
 - Progress Meetings
 - Coordination Meetings
 - Schedule Update Meetings
 - 2.4 Critical Path Method (CPM) Scheduling**
 - Private Entity CPM Schedule Requirements
 - Monthly Updates/Revisions
 - Time/NTP/Completion/Milestones
 - 2.5 Submittals**
 - Submittal Schedule
 - Submittal Log
 - Submittal Requirements
 - Submittal Procedures
 - Substitutions
 - 2.6 Applications for Payment**
 - Prerequisites
 - Schedule of Values (Contract Price Breakdown)
 - Monthly Progress Payment Procedures
 - 2.7 Cost Control**
 - Cost Control Responsibilities
 - 2.8 Clarification Procedures**
 - Architect's Supplemental Instructions
 - Project MAP.
 - Design/Build Services for
- the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

Request for Information

2.9 Changes in Contract

Change Procedures
Request for Proposal (RFP)
Proposed Change Order (PCO)
Change Orders (CO)

2.10 Claims Resolution

Procedures for the Construction Manager
Private Entity Notice Requirements

2.11 Quality Control/ Inspection Reports

Daily Inspection Reports
Independent Testing Services
(Soil, Asphalt, Concrete, Masonry, Steel)
Inspections
Non-compliance Notices

2.12 Records

Construction Manager's Records
Private Entity's Records

2.13 Safety (Health and Safety Plan)

SECTION THREE

PROJECT CLOSEOUT

3.1 Punch list Activity

Correction List
Detailed Punch list
Substantial Completion
Partial Occupancy

3.2 Final Inspection

3.3 Record Drawings

Recording during Construction
Submission of Record Documents
Warranties

3.4 Final Payment

Final Inspection
Closeout Submittals
Start-up Testing and Demonstrations
Evidence of Payment and Release of Liens
Project Close-out
One-Year Walk Through

SECTION FOUR

FORMS

Architect's Supplemental Instruction (ASI)
Request for Information (RFI)
Request for Proposal (RFP)
Proposed Change Order (PCO)

Project MAP.
Design/Build Services for
the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

Force Account Work (FAW)
Non-Compliance Notice (NCN)
Weather Delay Notice
CPM Schedule Logic Change

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.*

See section A, volume 1, for Project Description.

The project team consists of the following members:

Owner	Maryland – National Capital Parks & Planning Commission (M-NCPPC)
Project Manager / Construction Manager	Jose Lopez / Mr. Brian Stewart
Criteria Documents Architect	TBD
Civil Engineer of Record	TBD
Design/Build General Contractor	_____
Design/Build Architect of Record	_____
Design/Build Structural Engineer of Record	_____
Design/Build MEP Engineer of Record	_____

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.

SECTION 1.1 - PROJECT DIRECTORY

COMPANY

TELEPHONE/FAX

CONTRACT

ADMINISTRATOR:

Maryland – National Capital Park & Planning Commission

6600 Kenilworth Avenue, Suite 205
Riverdale, MD, 20723

Kofi Ansu
Supervisor of Architecture
kofi.ansu@pgparks.com

(301) 699.2452
FAX (301) 699.8040
Cell: (XXX) XXX-XXXX

INSPECTOR:

Maryland – National Capital Park & Planning Commission

6600 Kenilworth Avenue
Riverdale, MD, 20723

Mr./Ms. XX
Title
[email](#)

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

USER GROUP:

Maryland – National Capital Park & Planning Commission

6600 Kenilworth Avenue, Suite 205
Riverdale, MD, 20723

Mr./Ms. XX
Title
[email](#)

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

**PROJECT
MANAGER:**

Maryland – National Capital Park & Planning Commission

6600 Kenilworth Avenue
Riverdale, MD, 20723

Mr. Jose Lopez
Project Manager
t.jose.lopez@pgparks.com

(571) 338.2446
FAX (301) 699.8040
Cell: (XXX) XXX.XXXX

**CONSTRUCTION
MANAGER:**

Maryland – National Capital Park & Planning Commission

6600 Kenilworth Avenue, Suite 205
Riverdale, MD, 20723

Mr. Brian Stewart
Construction Manager
email@[pgparks.com](#)

(301) 454.1469
FAX (301) 699.8040
Cell: (XXX)XXXXXXXX

COMMISSIONING:

TBD

Street
City, State, ZIP

Mr. X
Title
[email](#)

Office (XXX) XXX.XXXX
FAX (XXX) XXX.XXXX
Cell: (XXX) XXX.XXXX

Project MAP.
Design/Build Services for
the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

SPECIAL INSPECTIONS:

TPIP Special Inspections Firm (TBD)

Street
City, State, ZIP

Mr. XX
Title
[email](#)

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

**CIVIL ENGINEER:
Criteria Documents/
Engineer of Record**

TBD
Street
City, State, ZIP

Mr. X
Title
[email](#)

(XXX) XXX.XXXX
FAX (XXX) XXX.XXXX
Cell: (XXX) XXX.XXXX

**ARCHITECT:
Criteria Documents**

TBD
Street
City, State, ZIP

Mr. XX
Title
[email](#)

(XXX) XXX.XXXX
FAX (XXX) XXX.XXXX
Cell: (XXX) XXX.XXXX

**MEP ENGINEER:
Criteria Documents**

TBD
Street
City, State, ZIP

Mr. XX
Title
[email](#)

(XXX) XXX.XXXX
FAX (XXX) XXX.XXXX
Cell: (XXX) XXX.XXXX

Jobsite Construction Trailer

Street
City, State, ZIP

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

DESIGN/BUILD TEAM

TELEPHONE/FAX

**Design/Build
GENERAL
CONTRACTOR:**

(TBD)
Street
City, State, ZIP

Mr. XX
Title
[email](#)

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

Jobsite Construction Trailer

(XXX) XXX-XXXX

Project MAP.
Design/Build Services for
the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

Street
City, State, ZIP

FAX (XXX) XXX-XXXX

Mr. XX
Title
[email](#)

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

**Design/Build
Architect of
Record**

TBD
Street
City, State, ZIP

Mr. XX
Title
[email](#)

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

**Design/Build
Structural Engineer
of Record**

TBD
Street
City, State, ZIP

Mr. XX
Title
[email](#)

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

**Design/Build
MEP Engineer
of Record**

TBD
Street
City, State, ZIP

Mr. XX
Title
[email](#)

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

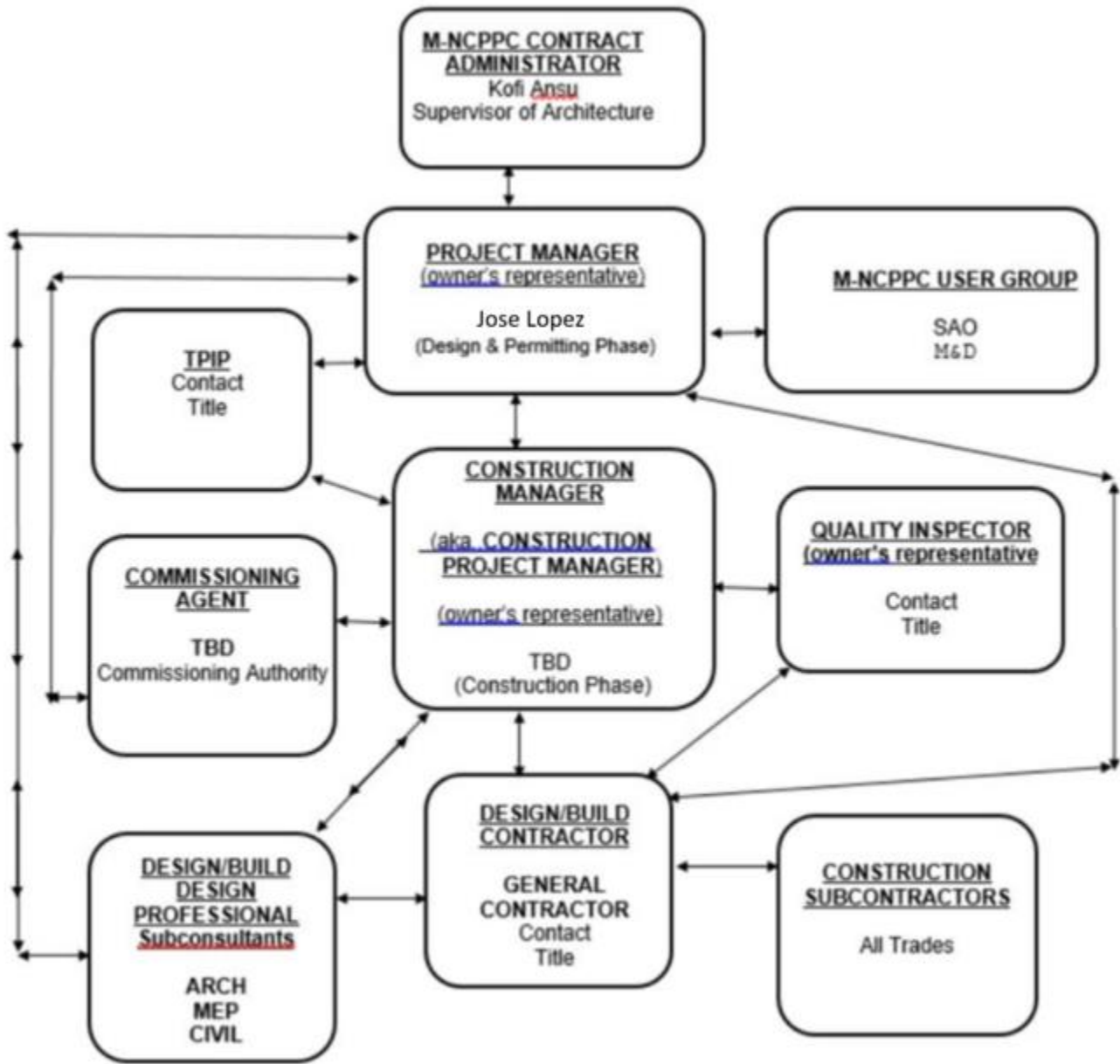
**Design/Build
Mechanical
Contractor**

TBD
Street
City, State, ZIP

Mr. XX
Title
[email](#)

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

SECTION 1.2 – ORGANIZATION CHART



SECTION 2 – CONSTRUCTION PHASE

SECTION 2.1 - PROJECT RESPONSIBILITIES

Related Contract Requirements: _____

1. **Contract Administrator – Owner: Maryland – National Capital Park & Planning Commission (M-NCPPC)**

Contract Administrator: Kofi Ansu (301) 699.2452

Inspector: _____ (XXX) XXX-XXXX

User Group: _____ (XXX) XXX-XXXX

M-NCPPC may on occasion communicate directly to the General Contractor and the Architect, MEP and Civil Engineers; however, the principal day-to-day communication will be with and through M-NCPPC's Representative. The Architect shall also have contact per contract, including, but not limited to scheduling progress meetings. The focus of information flowing to and from M-NCPPC during the design and construction phase will be mostly through the Project and Construction Managers, and occasionally through the Architect.

M-NCPPC will provide the necessary decisions and directions to the Representatives in a timely fashion, as required, to facilitate the construction effort. The Representatives will keep M-NCPPC informed of all matters and issues and shall make decisions on behalf of M-NCPPC.

M-NCPPC, with assistance from the Representatives as required, will respond to government agencies, political and community needs and interface with them as needed.

The Maryland – National Capital Park & Planning Commission will communicate with the on-site Construction Manager as needed to coordinate any construction activities involving opening a new facility. M-NCPPC will consolidate all communication and information through its Representatives as shown above in the MAP.

2. **Construction Manager:** TBD

Primary Contact: TBD

The Construction Manager has authority and acts on behalf of M-NCPPC in dealing with the General Contractor, 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 responsibilities are accomplished through the assignment of a Construction Manager and Inspection Staff, including mechanical and electrical inspection as required.

The Construction Manager shall act as a representative of M-NCPPC and with authority to act on behalf of M-NCPPC. The Construction Manager is responsible for the monitoring of the General Contractor's activities and progress during construction, under the general supervision of M-NCPPC. The Construction Manager, and occasionally the Architect, will be the point of contact for all communication between the Project Team Members.

The Construction Manager will:

- A. Monitor the work of the General Contractor on behalf of M-NCPPC.
- B. Provide construction administration and observation staff at the job site as required.
- 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 among M-NCPPC, the Construction Manager, the General Contractor, and the 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 will establish a program to reevaluate and update the schedule monthly, in accordance with project requirements. A representative of the General Contractor shall meet with the Construction Manager 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.
- G. Monitor the work of the General Contractor in accordance with the CPM Schedule.
- H. Not used.
- 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, including a 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 Architect, ascertain the Architect's interpretation, and transmit such information to the Construction Manager for review.
- K. Based on the General Contractor's cost-loaded CPM Schedule, routinely evaluate the adequacy of the General Contractor's personnel and equipment and the 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. Most correspondence, documents, etc. will be through the Construction Manager during construction so as to be maintained and monitored by the Management Information System.
- M. Not used.
- N. Reviews processing of Change Orders, in conjunction with Architect, including requests for Contract Time Extensions.
- O. Review all Proposed Change Orders, in conjunction with Architect, and consult with M-NCPPC design team.
- 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, Architect and Civil Engineer for such changes in the work as the Construction 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 make recommendations to M-NCPPC for approval thereof, in accordance with established procedures. All Application for Payments shall be submitted to M-NCPPC through the Construction Manager.

- U. The Construction Manager may call for meetings of the General Contractor, 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 the Construction Manager or M-NCPPC. Attendance shall be mandatory for all parties notified to attend.
- V. In no event shall any act or omission on the part of the Construction Manager relieve the General Contractor from his obligation to perform his work in full compliance with the Construction Documents and Contract.
- W. The Construction Manager, Architect and M-NCPPC 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.
- X. Maintain orderly files for correspondence, reports, meeting notes, submittals, samples, Contract Documents, Change Orders, Schedules, Progress Photos and other related documents. All files shall be transmitted to M-NCPPC following the completion of the Work.

3. Design/Build Design Professional - Architect: TBD

Primary Contact: TBD (XXX) XXX-XXXX

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

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

The 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 for review.

NOTE: Tennis bubbles require unique design and construction considerations relative to traditional buildings. The Design/Build team shall understand the term "Architect" to mean the established point of contact representing the design of the tennis bubble.

4. Design/Build Contractor - General Contractor: TBD

Primary Contact: TBD (XXX) XXX-XXXX

The General Contractor shall communicate directly with the on-site Construction Manager on all matters, and occasionally with the Architect when he visits the site. Matters requiring input from the Architect will be addressed to both the Architect and Construction Manager in order to assure continuity among parties. The Construction Manager shall review and screen all matters submitted to, and returned by, the 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 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 in updating the General Contractor's CPM schedule and, if required, promptly furnish the Construction Manager 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 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 Contractor's or M-NCPPC's Independent Testing Service, the General Contractor will notify the Construction Manager prior to such inspections. The General Contractor will provide a copy of all test reports to the Construction Manager with a field report provided the day the testing is performed.
- H. Submit shop drawings and other documentation requiring review by the Architect and Civil Engineer in a timely manner so as not to delay the construction process. All submittals approved by the Architect shall also be reviewed by the Contractor and the Construction Manager 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 performed activities and any other contractors who may be employed on other work by M-NCPPC.
- 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 by having a superintendent, approved by the Construction Manager, with authority to act on behalf of the General Contractor, on the 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. 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.
- P. Use of premises shall conform to M-NCPPC Policies.

SECTION 2.2 - ON-SITE COMMUNICATION PROCEDURES

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

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

- Approved Contract Documents
- Correspondence
- CPM Schedule Status and Reports
- Periodic Project Progress Reports
- Design Modification Documents
- Cost Reduction Proposals
- M-NCPPC Directives
- Testing / Inspection Reports
- Daily Reports / Photos
- Construction Cost Documentation

The Architect or Contractor (Vendor or Assigned Personnel) has responsibilities as some of which are outlined below, among which are to provide for distribution, expediting, and documentation of the following:

- Minutes of meetings
- Submittals and Approvals
- Request for Information
- Proposed Change Orders
- Change Documents and Change Orders

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:

- Communication between **M-NCPPC** and the **General Contractor** mostly through the **Construction Manager, Project Manager, Quality Inspector**, except in cases of facility or operations emergency.
- Communication between **M-NCPPC** and the **Architect** as needed.
- **Verbal Directives**, followed by written confirmation, to the **General Contractor** through the **Project or Construction Managers**.

- Communication with **Inspection Agencies** through the General Contractor with written notice to the **Construction Manager**.
- Communication with **Testing Agency** through the **General Contractor** with written notice to the **Construction Manager**.
- Communication with Construction **Subcontractors** through the **General Contractor**.
- Communication with Design **Subcontractors** through the **Architect**.

SECTION 2.3 - MEETINGS AND REPORTS

1. Progress Meetings

- A. Progress meetings will be held bi-weekly on Site. Unscheduled meetings may be called by M-NCPPC or the Construction Manager. 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 Architect and any major subcontractors which may be required to efficiently address any major outstanding issues.

ATTENDEES

Maryland - National Parks & Planning Commission Representative
 Construction Manager
 General Contractor's Representative
 Engineer's Representatives
 Architect's Representative
 Subcontractors as appropriate to the agenda
 Suppliers as appropriate to the agenda
 Others as appropriate

- B. The Architect 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.
- C. In general, the format of these meetings will include, but not be limited to, the following:
- A. Review of Project and Document Status
 - a. Review Submittal Status and Schedule
 - b. Review Clarification Document Status
 - c. Review Change Document Status
 - d. Review Schedule Status
 - e. Review of Work Completed this Period
 - f. Anticipated Work in the next Period
 - B. Review of Previous Meeting Notes
 - C. New Business
 - a. Material Fabrication and Delivery
 - b. Potential Problems / Conflicts
 - c. General Items
 - D. Quality Control and Inspection Items

E. Coordination Issues

F. Safety

G. Payment Requests

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

E. The meetings will be numbered sequentially. The format of the meeting minutes shall be as follows, but 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. The 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 Architect may schedule weekly coordination meetings to review, in detail, day-to-day construction activities, and upcoming work. If scheduled, these meetings will take place onsite. The Architect will conduct the meeting, prepare the agenda, and record and distribute the meeting minutes. The General Contractor's and Architect's Representatives shall attend these meetings and be fully prepared to discuss pertinent topics. This meeting may be combined with the bi-weekly meeting. A typical agenda will include:

A. Short-term schedule status (one or two-week look ahead)

B. Coordination requirements of the current work

C. Delivery Schedules

D. Field observations, problems, conflicts, and non-conforming work

E. Status of pending issues

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

3. Schedule Update Meetings

The Architect will conduct monthly Schedule Update Meetings 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 in order to 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 Architect 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 shall review and approve monthly updates of the schedule.

Refer to Section 2.4 – Critical Path Method Scheduling

SECTION 2.4 – CRITICAL PATH METHOD SCHEDULING

Related Contract Requirements: Section 3 – Project Closeout

1. General

The General Contractor will develop and maintain the Project Critical Path Method (CPM) Schedule (Construction Progress Chart). The Construction Manager 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 or approved equal.

2. General Contractor CPM Schedules

Within fifteen (15) days after Notice to Proceed is given, the General Contractor shall develop a CPM Schedule to coincide with his intended plan of action focused on first ninety (90) 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 and M-NCPPC.

A. Design Phase/Construction CPM Schedule.

B. Full CPM Schedule

1. The General Contractor is required to submit his proposed CPM Schedule for the entire Contract Duration within fifteen (15) calendar days after Notice to Proceed (NTP).
2. An electronic file, and three (3) copies of the Full CPM Schedule shall be submitted to the Construction Manager. The submittal should include the following:
 - a. CPM logic diagram drawn on 24" x 36" sheets
 - b. Tabular Report sorted by Activity Number
 - c. Tabular Report sorted by Area, Early Start, Total Float
 - d. Tabular Predecessor / Successor Report
 - e. Man-hour Report
 - f. Cost Report
 - g. Project Calendars
 - h. Primavera P6 Data Disk or approved equal.
3. The Full CPM Schedule Activities shall be developed into five major groups.
 - a. Administration
 - General Items/Milestones
 - Design Phases

- Fixed Costs
- b. Procurement Activities
 - Permits
 - Preparation and submission of submittals
 - Submittal Review and Approval
 - Material Fabrication
 - Material Delivery
 - Required Notices to M-NCPPC
 - c. Construction Activities (Physical Work Activities)
 - d. Testing/Start-up/Inspections/Demonstrations/Close-out
 - e. Change Orders
4. Each activity in the Full CPM Schedule shall include the following information and meet the following requirements where applicable:
 - a. An activity I.D. number will be assigned to each activity.
 - b. A brief description of the activity. If the description is not definitive, a separate narrative may be required.
 - c. Work activities shall be broken down into activities with durations of one to ten working days. Non-Construction activities such as procurement activities may have longer durations.
 - d. 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).
 - e. Each activity shall be man-hour loaded with the estimated man-hours to be expended on each activity.
 - f. As Change Orders become approved they must be incorporated into the schedule and cost loaded. They must also be linked to all relevant predecessors and successors activities. In addition, Change Orders must have activity codes for segregable reporting.
 5. In addition to the activity coding requirements stated above, activities in the Full CPM Schedule shall be coded to allow grouping of the following categories:
 - a. To the extent feasible, activities related to a specific physical area of the project (i.e. Lower Floor, First Floor, Roof, Structure and Site-work).
 - b. Activities related to each Specification CSI Division
 - c. Activities to be performed by the General Contractor, Architect, each subcontractor, and M-NCPPC (Responsibility).
 6. The Full CPM Schedule shall show the following Holidays (Holiday Calendar) as non-work days: New Years 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.
 7. Work shall be performed during normal working hours, between 7:00 a.m. until 6:00 p.m., local time.
 8. 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 per the latest Washington-DC average monthly Rainy days, using the following link:

<https://weather-and-climate.com/average-monthly-Rainfall-Temperature-Sunshine,Washington-DC,United-States-of-America>

One Critical Path shall be shown on the schedule.

Project MAP.
Design/Build Services for
the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

9. The Schedule shall be coordinated with the Submittal Schedule (See Section 2.5 – Submittals).
10. The Schedule shall contain activities for work performed by other Contractors and M-NCPPC including:
 - a. M-NCPPC Furniture/Equipment installation – Move-in
 - b. M-NCPPC Move-in
 - c. M-NCPPC Sample and Color Selections
 - d. M-NCPPC Submittal Approvals

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

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

3. Monthly Updating / Revisions

The CPM Schedule will be used to monitor job progress. Once each month, the General Contractor shall report project progress and furnish update reports, indicating the effect of progress on the schedule.

A. Responsibilities

1. Once the Full CPM Schedule is accepted by the Construction Manager and M-NCPPC, the General Contractor will be responsible for providing monthly update information including activity percent complete, actual activity start and finish dates, and any logic or activity duration changes, to the Construction Manager not less than two (2) working days before the scheduled Update Meeting. (See CPM Logic Change Form attached in Section 4).
2. 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 and dated tabular reports, updated logic diagrams, bar-charts, and the data file which will be reviewed by the Construction Manager for accuracy and integrity. Final copies of the schedule update will be distributed at the Progress Meeting.
3. It shall at all times remain the General Contractor's responsibility to schedule and direct his forces in a manner that will allow for the completion of the Work within the contractual period. It should be clearly understood 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. Similarly, all progress information to be provided by and through the General Contractor must be an accurate representation of his or his subcontractor's and supplier's actual performance. The schedule shall at all times remain an accurate reflection of the General Contractor's actual or projected sequencing of the Work.
4. 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 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 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 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.

B. Monthly Update Meetings

1. A monthly Schedule Update Meeting will be held at the construction site 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 Architect and attended by the Construction Manager, General Contractor and M-NCPPC. Subcontractors should attend the meetings when necessary to discuss coordination issues for remaining activities.
2. The General Contractor shall provide the following information for each Schedule Update Meeting:
 - a. Actual finish dates for all completed activities.
 - b. Actual start dates for all started but incomplete activities including percent complete.
 - c. Percent complete of all in progress activities.
 - d. 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.
 - e. Logic and/or activity duration changes along with an explanation of the change.
 - f. Work anticipated to be started during the next period.
 - g. 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 least two (2) work days prior to the Update Meeting for the Construction Manger's review and preparation for the meeting.

3. 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.
4. 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 for review. The Construction Manager 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.
5. Following any necessary revisions to the draft Schedule Update Report, the General Contractor will produce the final report for distribution at the Progress Meeting.

4. Time/NTP/Completion/Milestones

A. Notice to Proceed (NTP)

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

B. Substantial Completion

General Contractor agrees to use good faith efforts to substantially complete the unless modified by contract modification.

C. Final Completion

Final Completion shall be complete as specified in contract and/or RFP.

D. Milestone Dates

Not used.

SECTION 2.5 - SUBMITTALS

Related Contract Requirements: Section 3 – Project Closeout

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 five (5) calendar days after final approval of Plans and Specifications, with the Full CPM Schedule submitted within fifteen (15) days after Notice to Proceed (NTP) the General Contractor shall submit a submittal schedule to the Construction Manager 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, Installation)
- Current float status of related CPM activities.

The General Contractor shall prepare and submit drawings of areas where the equipment proposed for use could present interface or space difficulties. Room layout drawings must conform to the requirements established for drawings. Layouts must be submitted within thirty (30) calendar days after Notice to Proceed.

General Contractor to submit one copy (in addition to the number required by contractor) of shop drawings, coordination drawings, and schedules to Owner's Representative at least fourteen (14) calendar days (excluding delivery time to and from the contractor) prior to permit, procurement, or construction, to allow sufficient time to review. Electronic files shall also be provided each time as well.

3. Submittal Log

- A. The General Contractor will maintain an updated submittal log that will be distributed at each Progress Meeting. The Construction Manager will review and comment on 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 Architect
 - Date Forwarded to Construction Manager
 - Date Returned to General Contractor
 - Status of Submittal
 - Date of Re-submittal and Return as Required
- B. The General Contractor will provide the following information for approved submittals:
 - Date Material Released for Fabrication
 - Projected Date of Delivery on Site
- C. The 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:
 1. Date of Submittal and Dates of any Previous Submittals
 2. Project Title and Number
 3. Contract Identification Number
 4. Name and Address of General Contractor, Subcontractor, or Supplier making the submission
 5. Identification of product or material
 6. Field Dimensions, clearly identified as such
 7. Appropriate Specification Section and Title
 8. Submittal Identification Number as described in 4B below
 9. Applicable Standards, such as ASTM number
 10. Identification of deviations from approved Contract Documents
 11. General Contractor and Architect's stamp, certifying a review of the submittal, verification of field measurements, and compliance with the Contract Documents
 12. Relation to adjacent or critical features of the Work or materials
 13. Related Submittal Activity number on CPM Schedule
- B. The Contractor shall utilize a nine-digit submittal identification numbering system in the following manner:
 1. The first five digits shall be the applicable Specification Section Number followed by a dash
 2. The next three digits shall be the numbers 001-999 to sequentially number each submittal under each Specification Section followed by a dash.
 3. 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.).
 4. A typical Submittal Number would be as follows:

03300-003-1

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 Architect. The General Contractor will concurrently issue one (1) set of each submittal to the Construction Manager (C.M). The Architect will

Project MAP.
Design/Build Services for
the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

review the submittal for general compliance with the approved Contract Documents and issue comments to the General Contractor within three (3) calendar days, and will retain these sets (1-C.M, 1-M-NCPPC) for record. The Architect'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 the mechanical and electrical work, the General Contractor must obtain the Architect's approval of lists of mechanical and electrical equipment and materials as required by the 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 of them.
- 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 Architect 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. REJECTED: 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**

The General Contractor may substitute, as outlined in the Comprehensive Agreement, any equipment, material, or process that the Architect 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 Architect the manufacturer's name, the model number, and other identifying data and information regarding the nature and performance of the proposed substitute. If requested by the Architect, samples must be submitted for approval. Materials or processes substituted without approval may be rejected.

Where the technical provisions permit the General Contractor to propose substitute materials, items, systems, or equipment, the selection of such options is subject to the following conditions:

- A. Once a substitute has been selected and approved by the Architect, it must be used for the entire contract unless the General Contractor has proposed the substitute for a limited application.

B. The General Contractor must coordinate its selection with the drawings and specifications and the Architect.

Substitutions proposed by General Contractor shall be at no increase to M-NCPPC.

SECTION 2.6 - APPLICATIONS FOR PAYMENT

Related Contract Requirements: Section 3 – Project Closeout

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

<u>Signed Contract</u>	Contract Documents Approved by Owner
<u>Insurance & 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 submit to the Construction Manager, 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 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 and M-NCPPC, shall be used only as a basis for the General Contractor's monthly Application for Payment.
- B. The Construction Manager 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. Approval is signified by the Construction Manager and M-NCPPC signing and dating all copies of the Schedule of Values. M-NCPPC and the Construction Manager 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 Architect, the Construction Manager, 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 three (3) 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 all three (3) copies to the Construction Manager at least one 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
3. CPM Cost Report
4. Accounting of actual material & equipment costs expended this period

Project MAP.

Design/Build Services for

the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

5. Accounting of actual labor costs expended this period
 6. Accounting of actual other direct costs expended this period
 7. Copies of subcontracts approved during the period
- C. The Construction Manager 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 will also verify the required documentation necessary for payments made for major materials and equipment not yet incorporated into the Work. The Construction Manager indicates approval by signing and dating the Application for Payment. During the Progress Meeting, the Construction Manager will present the Application for Payment and make a recommendation for payment to M-NCPPC.
- D. Upon Approval, the Construction Manager 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.
- E. The General Contractor and Construction Manager 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: Section 3 – Project Closeout

1. Cost Control Responsibilities

A. Construction Manager

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

- Review and approve the General Contractor's Schedule of Values.
- 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.
- Use project estimates and a data base as a tool for evaluation of change orders and verifications of the contractor's proposed payment values.
- Develop and maintain payment cash flow projections. This will help to promote effective financial management and cash utilization.
- Maintain accurate project cost records, including, in part, monthly payments, change orders, claims, and fees.
- Coordinate cost control with time control/CPM schedule analysis.

B. Owner

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

- Provide timely review and render decisions on the Construction Manager's recommendations for payment of General Contractor's monthly requisition.
- Advise Construction Manager of status of approved General Contractor's monthly requisition.
- Review Change Order documentation as prepared by the Construction Manager and provide timely decisions with respect to approvals/rejections.

SECTION 2.8 - CLARIFICATION PROCEDURES

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 Architect to the Contractor through the ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI) and REQUESTS FOR INFORMATION (RFI).

The Architect may issue clarifications to the Contractor in the form of ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI) with a copy to the Construction Manager. The Architect will number these ASI's sequentially (ASI-001, ASI-002, ASI-003). The Architect will maintain a comprehensive and continuous log of all ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS. The Architect will share electronic copies of the ASI list with the Construction Manager. This record will be reviewed and discussed at each Progress Meeting.

Clarification requests will be forwarded by the Contractor on the REQUEST FOR INFORMATION (RFI) form (see attached form Section 4) to the Architect with a copy to the Construction Manager. 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. This record will be reviewed and discussed at each Progress Meeting.

SECTION 2.9 – CHANGES IN THE CONTRACT

Related Contract Requirements: Section 3 – Project Closeout

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:

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

1. 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 Architect, reviewed by the Owner and Construction Manager, 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 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. The Construction Manager will keep an updated log of ASI's which will be distributed and discussed at each Progress Meeting.

2. Request for Proposal (RFP)

(See attached Form)

During the course of the project, if the Owner, Architect, or Construction Manager wishes to change either 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 with information given to him by the Owner and/or Architect. The Request for Proposal is then issued to the General Contractor for pricing.

The Request for Proposal will contain the following information:

- a. Contract Number and Project Name
- b. Detailed Scope of Change
- c. Supplementary or revised Drawings and Specifications
- d. Detailed Reason for Change
- e. 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. The updated log will be distributed and discussed at each Progress Meeting.

Within five (5) calendar days of receipt, the General Contractor shall submit to the Construction Manager 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.

3. Proposed Change Order (PCO)

(See attached Form)

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

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

Whenever the General Contractor 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. This form is the General Contractor'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 keeping detailed daily records and verifying them with the Construction Manager at the end of each day and submitting a copy of same daily.

The General Contractor 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 will keep an updated log of PCO's that will be distributed and discussed at each Progress Meeting.

The Construction Manager 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.

4. Force Account Work (FAW)

(See Attached Form)

In lieu of a Request for Proposal, the Architect through the Construction 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. 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 will keep an updated log of CCD's which will be distributed and discussed at each Progress Meeting.

The Owner and 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 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 Project MAP.

Design/Build Services for
the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

basis, shall submit copies of all labor, equipment, and materials utilized for each CCD task, signed and dated.

5. **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.

6. **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.

7. **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: Section 3 – Project Closeout

It is the responsibility of all project team members to identify and mitigate claims and potential claims. The General Contractor is to file claims in accordance with the time and proceedings given in the Contract Documents. The Construction Manager 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 and General Contractor cannot agree on the resolution of a claim, the matter should be resolved in accordance with the Contract Documents.

1. Procedures for the Construction Manager:

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 will follow these procedures:

- A. Instruct the General Contractor to submit the required claim notice in writing including the following information.
 - 1. Statement of Facts
 - 2. Description of the claim
 - 3. Reference to pertinent Contract Documents
 - 4. General Contractor's statement of opinion to cause of claim
 - 5. General Contractor's statement of how the situation affects construction operations
 - 6. Effect on Fixed Fee for Design
 - 7. Effect on Fixed Fee for General Contractor and Prime Construction Contractor
 - 8. Effect on Reimbursable Costs
 - 9. Effect on Guaranteed Maximum Price
 - 10. Effect on Project Schedule / Time Extension
- B. Notify M-NCPPC
- C. Keep detailed records of the matter.
- D. Log all written notices in the project daily record.
- E. Record verbal information in the project daily record.
- F. Investigate the General Contractor's allegations, record observations & findings, and review with M-NCPPC.
- G. Analyze apparent effects of claim and note:
 - 1. Any damage to the work
 - 2. Measure taken by the General Contractor to protect the work
 - 3. Whether field staff can take actions that will lessen the impact of the claim

- H. 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.
- I. Provide special attention daily to the claim in the project daily record as relates to:
 - 1. Nature of problem
 - 2. Weather conditions
 - 3. Progress made each day
 - 4. Effect on efficiency of construction crews
 - 5. Effect on other contractors
 - 6. Size of labor force affected
 - 7. Equipment affected (type, time in use, idle, additional equipment)
 - 8. Photographs
 - 9. Effect on General Contractor's office
 - 10. Steps taken by General Contractor to reduce cost impacts
- J. Include discussions of the claim in monthly reports prepared for M-NCPPC.
- K. Insist that the General Contractor immediately reflect any schedule impacts on their monthly updates and in their claim form.
- L. Establish routine claims resolution meetings with the General Contractor.

During the claim resolution state between the Construction Manager and General Contractor, if any portion of the General Contractor's claim is agreed upon, and M-NCPPC concurs with the Construction Manager's position, M-NCPPC will issue a Change Order through the Construction Manager to compensate the General Contractor for that portion of the work. The Construction Manager 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.

2. 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:

A. Disputes and Claims

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

- 1. 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) days of the occurrence unless agreed to in writing by the parties.
- 2. Provide the date, circumstances, and source of the order giving rise to the claim.
- 3. If a claim cannot be resolved between the General Contractor, Construction Manager, and M-NCPPC, the claim will be subject to mediation as detailed in the Comprehensive Agreement.

B. Differing Site Conditions

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

C. Notice of Delay

- 1. Immediately, and in no event no later than ten (10) 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.

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

SECTION 2.11 - QUALITY CONTROL/INSPECTION REPORTS

Related Contract Requirements: Section 3 – Project Closeout

1. Daily Inspection Reports

A. Construction Manager Daily Reports

The Construction Manager, with the help of the Quality Inspector, (the Team), shall provide on-site inspectors to monitor all work accomplished by the General Contractor. Daily Reports will be completed each day and maintained by the Team. In addition to the written reports, the Team will maintain a photographic record of construction activities that warrant such documentation.

B. General Contractor Daily Reports

The General Contractor is required to submit a daily construction report by 10:00 a.m. of the following working day on a form provided by the Construction Manager. 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.

2. Third Party Inspection Program

The Owner will secure 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; Mechanical Inspector of Record; and Structural Inspector of Record. The General Contractor shall notify the Construction Manager at least 24 hours in advance of any inspections required under the (TPIP) program. The Construction Manager 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:

- 03 10 00 Concrete Framing and Accessories
- 03 20 00 Concrete Reinforcing
- 03 30 00 Cast-in-Place Concrete
- 04 20 00 Unit Masonry
- 05 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
- 07 84 46 Fire-Resistive Joint Systems
- 08 56 54 Security and Detention Windows
- 09 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 must notify the Construction Manager of the field testing and inspection required at least 24 hours prior to the planned work. The Construction Manager will coordinate and schedule the required inspections with the Third Party Inspection Firm

3. Inspection Services – Premium Time

The General Contractor is required to notify the Construction Manager 72 hours in advance of requiring additional inspection services after regular work hours or weekends.

4. Inspections

- A. All work, including the fabrication and source of supply, is subject to inspection by the Construction Manager.
- B. The Construction Manager will:
 - 1. Provide full-time, on-site supervisory, 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.
 - 2. 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 for testing.
 - 3. Assure equipment meets manufacturer’s warranties and performance test requirements.
 - 4. Identify adjustments to work required due to changing or unforeseen conditions and alert M-NCPPC of the condition.

5. Non-Compliance Notices

- A. In carrying out their duties and responsibilities for on-site observations, the Construction Manager 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 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.

- B. 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 who will inspect the corrected defect. If the corrective action is satisfactory, the Construction Manager 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.

- C. The Construction Manager 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: N/A

1. Construction Manager's Records

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

- A. Correspondence / Phone Records
- B. Meeting Minutes
- C. Submittals and Samples
- D. Clarifications and Supplemental Drawings
- E. Change Documents
- F. Progress Reports
- G. CPM Schedules and Updates
- H. Payment Applications
- I. GMP Cost Accounting / Subcontracts
- J. Non-Compliance Notices
- K. Claim and Delay Notices

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

- A. Contractor Labor Forces and Utilization
- B. Weather Conditions
- C. Equipment on site and Utilization
- D. Job Site Visitors
- E. Daily Activities and Observations
- F. Testing Reports / Inspections
- G. Project Photographs

2. 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 any time. The Construction Manager will verify Record Drawings are up to date prior to approval of monthly Applications for Payment.

SECTION 2.13 - SAFETY

Related Contract Requirements: Section 3 – Project Closeout

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.

1. 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.

- A. 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:
1. The General Contractor shall notify the Construction Manager 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.
 2. All injuries requiring medical attention shall be reported in writing to the Construction Manager 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.
 3. The Contractor will be required to provide the Owner and Construction Manager 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.
 4. Each Contractor should provide the Construction Manager and the Owner with the following emergency data prior to beginning Work on the Project Site:
 - a. Emergency care facility to be utilized, address, telephone number.
 - b. Insurance Company and local agent/name, address, telephone number.
- B. Health and Safety Plans are required as follows:
1. Prior to commencing on-site work, the General Contractor must submit to the Construction Manager 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.
 2. The plan must state that all subcontractors are required to comply with the General Contractor's safety rules and requirements.
 3. 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.
 4. 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.

C. 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

D. The General Contractor shall comply with the following:

1. Applicable Occupational Safety and Health Standards promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA).
2. Applicable federal, state, or local regulations governing workplace safety to the extent they do not conflict. The more stringent regulation shall apply.
3. Comply with any M-NCPPC standards unless the OSHA standard contains more rigorous or stringent safety requirements.
4. 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 – PROJECT CLOSEOUT

SECTION 3.1 - PUNCHLIST ACTIVITY

Related Contract Requirements: Section 2 – Construction Phase

1. Correction List

Throughout construction, prior to official punchlist activity, the Construction Manager 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.

2. Detailed Punchlist

In addition to continuous inspections conducted by the Construction Manager, and as the project approaches completion, the Construction Manager shall conduct a detailed punchlist with the General Contractor's field representative, 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 should include the appropriate General Contractor's representative, the Architect's associate mechanical and electrical engineers, and M-NCPPC. The Construction Manager 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.

3. Substantial Completion

The General Contractor shall submit written certification to the Construction Manager that the Contract is Substantially Complete along with a list of items to be corrected or completed. The Construction Manager, Architect, and M-NCPPC make an inspection of the Work. Should the Work be considered Substantially Complete:

1. The Date of Substantial Completion will be established.
2. The Construction Manager will verify the General Contractor's list of outstanding items to be completed or corrected.
3. The Architect of Record will issue a Certificate of Substantial Completion to be signed by the Owner (M-NCPPC) and the General Contractor.

Contract Substantial Completion Milestone Dates:

Move-in: To Be Determined
Contract Substantial Completion

4. 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 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:

1. Contract Documents have been reviewed
2. General Contractor has inspected for compliance with the Contract Documents
3. All work has been completed in accordance with the Contract Documents
4. Equipment and systems have been tested and certified in accordance with the Contract Documents
5. Project is complete and ready for Final Inspection

The Construction Manager 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 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: Section 2 – Construction Phase

1. 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 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 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 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.
- 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.

2. Submission of Record Documents

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

- A. Record Drawings and Specifications:

The 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:

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

Project MAP.

Design/Build Services for

the Fairland Sports and Aquatics Complex- Replacement Tennis Bubble Facility

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

B. Shop Drawings and Samples

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

C. Operation & Maintenance Manuals

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

D. 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.

E. Testing and Inspection Reports

Submit one complete set of all testing and inspection reports.

3. Warranties

Submit to the Construction Manager all warranties as required by the Contract.

SECTION 3.4 - FINAL PAYMENT

Related Contract Requirements: Section 2 – Construction Phase

Prior to the processing of final payment, the Construction Manager will review all documents to assure that the General Contractor has complied with all contractual obligations. The Construction Manager must also receive concurrence from the 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:

1. Final Inspection

Acceptance by the Architect, the Construction Manager and Owner that all punch list items noted during the Final Inspection is complete.

2. Closeout Submittals

- A. Delivery of Project Record Documents
- B. 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.
- 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.
 - 1. All required testing reports and certifications
 - 2. Certificates of Inspection, if applicable:
 - a. Final Building Inspection
 - b. Final Plumbing Inspection
 - c. Final Mechanical Inspection
 - d. Final Electrical Inspection
 - e. Final Fire Protection Inspection
 - f. Final Elevator Inspection
 - g. Final Boiler Inspection
 - 3. Use and Occupancy Permit
 - 4. Other certificates required by governing authorities and the specifications

G. Deliver certificates of insurance for products and completed operations.

3. Start-up, Testing, & Demonstrations

Complete all start-up and testing of systems and 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:

- A. Start-up and Shut Down
- B. Emergency Operations
- C. Noise and Vibration Adjustments
- D. Safety
- E. Economy / Efficiency Adjustments

The General Contractor shall submit a videotape of all demonstrations

4. Evidence of Payment and Release of Liens

General Contractor shall submit the following evidence of payments and release of liens:

- A. General Contractor Final Release and Affidavit
- B. Separate Release of Liens from subcontractors, suppliers, and others with lien rights against property of the Owner, together with a list of those parties.
- C. Consent of Surety to Final Payment
- D. 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) days prior to written notice to the Owner.
- E. Release of all claims against the Owner arising by virtue of the project.

5. 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 sixty (60) days after the date of Substantial Completion.

6. One-Year Walk Through

Prior to expiration of one year from the date of Contract Completion, the Construction Manager 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 - FORMS

SEE ATTACHED FORMS:

**Architect's Supplemental Instruction (ASI)
Request for Information (RFI)
Request for Proposal (RFP)
Proposed Change Order (PCO)
Force Account Work (FAW)
Non-Compliance Notice (NCN)
Weather Delay Notice
CPM Schedule Logic Change**



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: _____
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.

DESCRIPTION:

ISSUED: _____ ACCEPTED: _____

BY: _____ BY: _____

DATE: _____ DATE: _____



REQUEST FOR INFORMATION (RFI)
MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION

PROJECT NAME: _____
CONTRACT NO.: _____

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

CONSTRUCTION MANAGER: _____

CONTRACTOR: _____

ARCHITECT: _____

TO: _____ **RFI NO.** _____

THRU: ARCADIS, Inc.

FROM: _____ **COMPANY:** _____

SUBJECT: _____

DATE OF REQUEST: _____ **DATE REPLY NEEDED:** _____

DWG NO. (S): _____ **LOCATION:** _____

INFORMATION REQUESTED:

RESOLUTION PROPOSED BY CONTRACTOR:

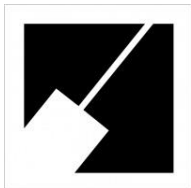
SIGNATURE OF CONTRACTOR'S REPRESENTATIVE:

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.



REQUEST FOR PROPOSAL (RFP)
MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION

PROJECT NAME: _____
CONTRACT NO.: _____

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

CONSTRUCTION MANAGER: _____

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: _____



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

PROJECT NAME: _____
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
SUBCONTRACTOR(S):				
MATERIALS (Add rows as necessary throughout)				\$ -
EQUIPMENT				\$ -
LABOR				\$ -
MD Sales Tax (6%)				\$ -
SUBCONTRACTOR Overhead & Profit (X%)				\$ -
SUBCONTRACTOR TOTAL				\$ -
CONTRACTOR FEE (8%)				\$ -
Bond				\$ -
PCO TOTAL: Increase or (Decrease)				\$ -

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: _____

<p>FOR USE BY OWNER ONLY:</p> <p>REASON FOR CHANGE:</p> <p>_____ USER REQUEST</p> <p>_____ OPERATIONS REQUEST</p> <p>_____ DESIGN ERROR/OMMISSION</p> <p>OTHER: _____</p>
--



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: _____
CONTRACTOR: _____
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: _____



NON-COMPLIANT NOTICE (NCN)
MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION

PROJECT NAME: _____
CONTRACT NO.: _____

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

CONSTRUCTION MANAGER: _____

CONTRACTOR: _____

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.

CM: _____ **DATE:** _____

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

CONTRACTOR: _____ **DATE:** _____

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

_____ Concur - NET _____ Concur - See Comments _____ Don't Concur - See Comments

NAME: _____ **DATE:** _____

CONTRACTORS FINAL CORRECTIVE ACTION TAKEN: _____

CONSTRUCTION MANAGER: _____ **DATE:** _____



WEATHER DELAY NOTICE (WDN)
MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION
 PROJECT NAME: _____
 CONTRACT NO.: _____

OWNER: Maryland-National Capital Park & Planning Commission (M-NCPPC)
CONSTRUCTION MANAGER: _____
CONTRACTOR: _____
ARCHITECT: _____

TO: _____ **NOTICE DATE:** _____ **NOTICE NO.** _____
FROM: _____ **COMPANY:** _____

DATE OF INCLEMENT WEATHER: _____

TYPE OF WEATHER ENCOUNTERED: _____

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 MANAGER:
SIGNED: _____ **DATE:** _____

