

DOCUMENT REVISIONS effective 7/1/2015 (or as noted)

PROJECT MANAGEMENT POLICIES/GUIDELINES:

(Basic Steps Checklist for Design/Bid/Build Projects SBP/BSC)

GENERAL NOTES, various references to document form numbers and Electronic Access have been corrected and a reference to the new policy BEST PRACTICES SBP/BP has been added to the RFQ and CM/GC sections.

(Best Practices for Selection of Professional and Construction Services SBP/BP)

GENERAL NOTES, new policy related to selection process for Request for Proposals for Integrated Project Delivery (CM/GC, D/B/LS & D/B/GMP Agreements), and Request for Qualifications for Professional Services (D/B/B & CM/GC Agreements). Note: Design/Bid/Build project delivery applies as indicated.

(Building Code Compliance Policy: coordination of Approved Building Codes, Plan reviews and Building Inspections)

APPROVED STATE BUILDING CODES, EXHIBIT A, the standard for *Accessible and Usable Building and Facilities* has been changed from the “2003” to the “2009” ICC/ANSI A117.1 edition. The 2003 edition applies only to accessible housing.

CONTRACT FORMS:

(Architect/Engineer Agreement D/B/D SC-5.1)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

FIRST PAGE, “Agency I.D. Number” has been changed to “Department ID” and, “Contract Encumbrance Number” has been deleted.

ARTICLE 1. BASIS OF COMPENSATION, 1.1.2, the paragraph has been revised as follows; “*Payments to the Architect/Engineer shall be made monthly based upon Architect/Engineer's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of the Applications for Payment.*”

(Architect/Engineer Agreement Terms and Conditions SC-5.1TC)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

(Architect/Engineer Agreement CM/GC SC-5.2)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

FIRST PAGE, “Agency I.D. Number” has been changed to “Department ID” and, “Contract Encumbrance Number” has been deleted.

ARTICLE 6. BASIS OF COMPENSATION, 6.1.2, the paragraph has been revised as follows; “*Payments to the Architect/Engineer shall be made monthly based upon Architect/Engineer's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of the Applications for Payment.*”

EXHIBITS, STATEWIDE CONTRACT MANAGEMENT SYSTEM, Performance Evaluation Form has been removed. Statutory requirements remain in “Miscellaneous Provisions”.

(Consultant Agreement SC-5.3)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

FIRST PAGE, “Agency I.D. Number” has been changed to “Department ID” and, “Contract Encumbrance Number” has been deleted.

ARTICLE 2. COMPENSATION, the end of the paragraph has been revised as follows; “*Payments to the Consultant shall be made monthly based upon Consultant's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of the Applications for Payment.*”

EXHIBITS, STATEWIDE CONTRACT MANAGEMENT SYSTEM, Performance Evaluation Form has been removed. Statutory requirements remain in “Miscellaneous Provisions”.

(Contractor’s Design/Bid/Build (D/B/B) Agreements SC-6.21)

TABLE OF CONTENTS, format has been adjusted and detail added to align with the Design/Build Agreement and has also resulted in minor rewording of various paragraphs.

FIRST PAGE, “*Agency I.D. Number*” has been changed to “*Department ID*” and, “*Contract Encumbrance Number*” has been deleted.

EXHIBITS, STATEWIDE CONTRACT MANAGEMENT SYSTEM, Performance Evaluation Form has been removed. Statutory requirements remain in “*Miscellaneous Provisions*”.

(The General Conditions of the Contractor’s Design/Bid/Build (D/B/B) Agreement SC-6.23)

TABLE OF CONTENTS, format has been adjusted and detail added to align with the Design/Build general conditions and has also resulted in minor rewording of various paragraphs.

GENERAL NOTES, the term “*work*” has been capitalized and is now “*Work*” throughout the document.

ARTICLE 1. DEFINITIONS, B. DEFINITIONS OF WORDS AND TERMS USED, the following terms have been added: “*Fixed Limit of Construction Cost*”, “*Project*”, “*Schedule of Values*”, “*Subcontractor*” and “*Value Engineering*”.

ARTICLE 7. CONTRACTOR’S SUPERINTENDENCE AND SUPERVISION, language has been added directing the Contractor to employ and keep present (as applicable) on the Project a competent Project Manager as approved by the Principal Representative.

ARTICLE 31, APPLICATIONS FOR PAYMENTS, A. CONTRACTOR’S SUBMITTALS, the “*thirty day (30)*” payment period language has been changed to “*shall be due per § 24-30-202(24) within forty-five (45) days of receipt by the Principal Representative of applications for payment that have been certified by the Architect/Engineer as the correct notice of amount due*”.

(Design/Build Lump Sum (LS) Agreement SC-8.0)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

TABLE OF CONTENTS, ARTICLE 2, DESIGN/BUILD ENTITY’S SERVICES, PRE-CONSTRUCTION SERVICES, 2.3, “*Cost Estimating*” has been changed to “*Design and Construction Costs*”.

TABLE OF CONTENTS, ARTICLE 2, DESIGN/BUILD ENTITY’S SERVICES, PRE-CONSTRUCTION SERVICES, 2.4, “*Other Pre-Construction Services*” has been added.

TABLE OF CONTENTS, ARTICLE 2, DESIGN/BUILD ENTITY’S SERVICES, CONSTRUCTION SERVICES, 2.7, “*Cost Control*” has been changed to “*Schedule and Coordination*”.

TABLE OF CONTENTS, ARTICLE 2, DESIGN/BUILD ENTITY’S SERVICES, CONSTRUCTION SERVICES, 2.8, “*Principal Representative Consultants*” has been added.

TABLE OF CONTENTS, ARTICLE 4, TIME OF COMMENCEMENT AND COMPLETION, 4.2, “*Time of Completion*” has been changed to “*Completion*”.

TABLE OF CONTENTS, ARTICLE 5, Contract Sum, 5.1, “*Lump Sum*” has been changed to “*Lump Sum Contract Price*”.

GENERAL NOTES, the term “*work*” has been capitalized and is now “*Work*” throughout the document.

FIRST PAGE, “*Agency I.D. Number*” has been changed to “*Department ID*” and, “*Contract Encumbrance Number*” has been deleted.

ARTICLE 1. PERFORMANCE OF THE WORK, 1.1.7, paragraph has been added to address the Design/Build Entity’s relationship of trust and confidence with the Principal Representative.

ARTICLE 1. PERFORMANCE OF THE WORK, 1.1.8, paragraph has been added to address the Design/Build Entity’s Architect’s responsibilities to the Principal Representative.

ARTICLE 2, DESIGN/BUILD/ENTITY’S SERVICES, PRE-CONSTRUCTION SERVICES, 2.2.1.5, language has been added requiring the Design/Build Entity to lead a formal Value Engineering workshop.

ARTICLE 2, DESIGN/BUILD/ENTITY’S SERVICES, PRE-CONSTRUCTION SERVICES, 2.4, the section “*Other Pre-Construction Services*” has been added addressing, division of labor, drawing reviews, meeting attendance, Principal Representative purchasing and monthly reporting.

ARTICLE 2, DESIGN/BUILD/ENTITY'S SERVICES 2.5, DESIGN SERVICES, 2.5.4, language has been added directing the Design/Build Entity's Architect to begin design Services upon receiving the Notice to Proceed to Commence Design Phase Form SBP-8.26.

ARTICLE 2, DESIGN/BUILD/ENTITY'S SERVICES, CONSTRUCTION PHASE SERVICES, 2.6 CONTROL OF THE WORK 2.6.4, the section has been added directing the Design/Build Entity to provide and manage the project using approved Project Management Software and incorporating Critical-Path Method scheduling.

ARTICLE 2, DESIGN/BUILD/ENTITY'S SERVICES, CONSTRUCTION PHASE SERVICES, 2.7 SCHEDULE AND COORDINATION, 2.7.1, the section has been added directing the Design /Build Entity to begin construction Work upon receiving the Notice to Proceed to Commence Construction Phase SC-8.26. Additional language has also been added to address schedule management and coordination.

ARTICLE 2, DESIGN/BUILD/ENTITY'S SERVICES, CONSTRUCTION PHASE SERVICES, 2.8 PRINCIPAL REPRESENTATIVE CONSULTANTS 2.8.1, the section has been added to address the Design/build Entity assisting the Principal Representative in selecting and retaining professional services.

ARTICLE 2, DESIGN/BUILD/ENTITY'S SERVICES, CONSTRUCTION PHASE SERVICES, 2.9 START UP, 2.9.2 and 2.9.3, the section has been expanded to address commissioning and balancing of all systems.

EXHIBITS, STATEWIDE CONTRACT MANAGEMENT SYSTEM, Performance Evaluation Form has been removed. Statutory requirements remain in "*Miscellaneous Provisions*".

(The General Conditions of the Design/Build Lump Sum (LS) Agreement SC-8.1)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

GENERAL NOTES, the term "*work*" has been capitalized and is now "*Work*" throughout the document.

ARTICLE 1. DEFINITIONS, B. DEFINITIONS OF WORDS AND TERMS USED, the following terms have been added: "*Bid Package*", "*Consultant*", "*Fast Track Construction*", "*Fixed Limit of Design & Construction Cost*", "*Preconstruction*", "*Project*", "*Schedule of Values*", "*Subconsultant*", "*Supplier*" and "*Value Engineering*".

ARTICLE 7. DESIGN/BUILD ENTITY'S SUPERINTENDENCE AND SUPERVISION, language has been added directing the Design/Build Entity to employ and keep present on the Project a competent Project Manager as approved by the Principal Representative.

ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES, B. SCHEDULES 1. , language has been added directing the Design/build Entity to provide a detailed design phase schedule prior to receiving the Notice to Proceed to Commence Design Phase SC-8.26.

ARTICLE 31, APPLICATIONS FOR PAYMENTS, A. CONTRACTOR'S SUBMITTALS, the "thirty day (30)" payment period has been revised to "shall be due per § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of applications for payment that have been certified by the Architect/Engineer".

(Design/Build Guaranteed Maximum Price (GMP) Agreement SC-9.0)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

TABLE OF CONTENTS, ARTICLE 3, DESIGN/BUILD ENTITY'S SERVICES, PRE-CONSTRUCTION SERVICES, 3.2, "Budgeting and Fixed Limit of Construction Costs" has been changed to "Consultation and Value Engineering".

TABLE OF CONTENTS, ARTICLE 3, DESIGN/BUILD ENTITY'S SERVICES, PRE-CONSTRUCTION SERVICES, 3.3, "Cost Estimating" has been changed to "Design and Construction Costs"

TABLE OF CONTENTS, ARTICLE 3, DESIGN/BUILD ENTITY'S SERVICES, CONSTRUCTION SERVICES, "Supervision and Construction Procedures" and "Administration" have been deleted due to duplication with the General Conditions.

TABLE OF CONTENTS, ARTICLE 3, DESIGN/BUILD ENTITY'S SERVICES, CONSTRUCTION SERVICES, 3.7, "Schedule Coordination and Cost Control" has been changed to "Schedule and Coordination".

TABLE OF CONTENTS, ARTICLE 5, TIME OF COMMENCEMENT AND COMPLETION, 5.2, "Time of Completion" has been changed to "Completion".

TABLE OF CONTENTS, SIGNATURE APPROVALS, the term “Signature Approvals” has been added.

TABLE OF CONTENTS, EXHIBITS, O and ARTICLE 2, EXHIBITS TO THE AGREEMENT, the exhibit “Approved Codes” has been changed to “Building Code Compliance Plan: Coordination of Approved Building Codes, Plan Reviews and Building Inspections”.

TABLE OF CONTENTS, Q and ARTICLE 2, EXHIBITS TO THE AGREEMENT, the exhibit has been deleted.

GENERAL NOTES, the term “work” has been capitalized and is now “Work” throughout the document.

FIRST PAGE, “Agency I.D. Number” has been changed to “Department ID” and, “Contract Encumbrance Number” has been deleted.

ARTICLE 1. PERFORMANCE OF THE WORK, 1.1.7, paragraph has been added to address the Design/Build Entity’s relationship of trust and confidence with the Principal Representative.

ARTICLE 3, DESIGN /BUILD ENTITY’S SERVICES, 3.3, PRE-CONSTRUCTION SERVICES, DESIGN AND CONSTRUCTION COSTS (FORMERLY COST ESTIMATING), paragraph on “Project Management Software” was moved to “3.6 Control of the Work”.

ARTICLE 3, DESIGN/BUILD/ENTITY’S SERVICES, PRE-CONSTRUCTION SERVICES, 3.4 OTHER PRE-CONSTRUCTION SERVICES, paragraph on “Cost Management” was deleted due to duplication with other contract language. Also, paragraph on “Subcontractors” was deleted due to duplication with the General Conditions.

ARTICLE 3, DESIGN/BUILD/ENTITY’S SERVICES 3.5, DESIGN SERVICES, 3.5.4, language has been added directing the Design/Build Entity’s Architect to begin design Services upon receiving the Notice to Proceed to Commence Design Phase Form SBP-8.26.

ARTICLE 3, DESIGN/BUILD/ENTITY’S SERVICES, CONSTRUCTION PHASE SERVICES, 3.6 CONTROL OF THE WORK 3.6.4, the section has been inserted

directing the Design/Build Entity to provide and manage the project using approved “*Project Management Software*”.

ARTICLE 6. COMPENSATION, 6.2 ADJUSTMENTS IN FEE, 6.2.1.1, the requirement prohibiting the Construction Manager to charge for additional fee if the Guaranteed Maximum Price is increased 6% or less due to Principal Representative directed changes in the Work has been removed.

EXHIBITS, STATEWIDE CONTRACT MANAGEMENT SYSTEM, Performance Evaluation Form has been removed. Statutory requirements remain in “*Miscellaneous Provisions*”.

(The General Conditions of the Design/Build Guaranteed Maximum Price (GMP) Agreement SC-9.1)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

GENERAL NOTES, the term “*work*” has been capitalized and is now “*Work*” throughout the document.

ARTICLE 1. DEFINITIONS, B. DEFINITIONS OF WORDS AND TERMS USED, the following terms have been added: “*Bid Package*”, “*Consultant*”, “*Fast Track Construction*”, “*Fixed Limit of design & Construction Cost*”, “*Guaranteed Maximum Price*”, “*Preconstruction*”, “*Project*”, “*Schedule of Values*”, “*Subconsultant*”, “*Supplier*” and “*Value Engineering*”.

ARTICLE 7. DESIGN/BUILD ENTITY’S SUPERINTENDENCE AND SUPERVISION, language has been added directing the Design/Build Entity to employ and keep present on the Project a competent Project Manager as approved by the Principal Representative.

ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES, B. SCHEDULES 1., language has been added directing the Design/Build Entity to provide a detailed design phase schedule prior to receiving the Notice to Proceed to Commence Design Phase SC-8.26.

ARTICLE 31, APPLICATIONS FOR PAYMENTS, A. CONTRACTOR’S SUBMITTALS, the “*thirty day (30)*” payment period has been revised to “*shall be due per § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the*

Principal Representative of applications for payment that have been certified by the Architect/Engineer”.

(Construction Manager/General Contractor CM/GC SC-6.4)

TABLE OF CONTENTS, format has been adjusted and detail added to align with other contracts.

FIRST PAGE, “*Agency I.D. Number*” has been changed to “*Department ID*” and, “*Contract Encumbrance Number*” has been deleted.

ARTICLE 9, PROGRESS PAYMENTS, 9.5.10, the “*twenty-eight (28) days*” payment period has been revised to “*Shall be due per § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of applications for payment that have been certified by the Architect/Engineer*”.

ARTICLE 6. COMPENSATION, 6.2 ADJUSTMENTS IN FEE, 6.2.1.1, the prohibition for the Construction Manager charging for additional fee if the Guaranteed Maximum Price is increased 6% or less due to Principal Representative directed changes in the Work has been deleted.

ARTICLE 20. PRINCIPAL REPRESENTATIVE’S RIGHT TO TERMINATE CONTRACT, 20.3 CONSTRUCTION MANAGER’S RIGHT TO STOP WORK, time frames have been revised to align with other agreements.

EXHIBIT A, DESIGNATED SERVICES AND METHOD OF PAYMENT, for all charts the “*Contract Number*” has been changed to “*Project Number*” at the right hand top of the page and the lower box containing “*Project, Location and Sheet _of_ Sheets*” has been deleted.

EXHIBITS, STATEWIDE CONTRACT MANAGEMENT SYSTEM, Performance Evaluation Form has been removed. Statutory requirements remain in “*Miscellaneous Provisions*”.

PROCEDURAL FORMS:

(Bid SBP-6.13)

SIGNATURES, in the first sentence the word “*should*” has been changed to “*shall*”.

(Change Order Bulletin SC-6.311)

SIGNATURES, “Principal Representative” signature block has been replaced with “State Buildings Program” signature block.

(Change Order Proposal SC-6.312)

SIGNATURES, “Principal Representative” signature block has been removed.

SOLICITATION/MISC. FORMS:

(Request for Qualifications for Architectural/Engineering/Consulting Services RFQ)

and

(Request for Qualifications for Professional Consulting Services (Project Management) RFQ Proj. Mgmt.)

ADVERTISEMENT, example of Electronic Access advertisement has been removed and the words “(Insert ADVERTISEMENT)” have been added.

II. SUBMITTAL REQUIREMENTS, the following language has been added: “(Note that the primary focus of the prequalification evaluation will be the firm(s) capability and the primary focus of the oral interview will be the proposed project management team member’s capabilities)”.

Appendix A, PRELIMINARY SELECTION/EVALUATION FORM, NOTES, “Criteria” and an explanation has been added. “Weights”, has the words “for inclusion into RFQ” added at the end of the sentence. “Ratings” has been revised to eliminate the descriptions: “Unacceptable, Poor, Fair, Good and Excellent” and emphasis assessing strengths rather than weaknesses. “Total Score” remains the same.

Appendix A1, INTERVIEW SELECTION/EVALUATION FORM, SCORE, “2.PROJECT MANAGEMENT”, has been replaced with the term “2.TEAM CAPABILITIES”

Appendix A1, ORAL INTERVIEW SELECTION/EVALUATION FORM, NOTES, “Criteria” and an explanation has been added. “Weights”, has the words “for inclusion into RFQ” added at the end of the sentence. “Ratings” has been revised to eliminate the descriptions: “Unacceptable, Poor, Fair, Good and Excellent” and emphasis assessing strengths rather than weaknesses. “Total Score” remains the same.

Appendix A2, FINAL RANKING MATRIX QUALIFICATION BASED SELECTION, the word “*separately*” has been added after the word “*used*” and the words “*for both the preliminary and interview evaluations*” has been added after the word “*firm*”.

Appendix A2, FINAL RANKING MATRIX, NOTES, after the end of Note 1 the following sentence has been added “*Do not combine scores of the two evaluations*”.

(Request for Proposals for an Integrated Project Delivery Method Utilizing Construction Manager/General Contracting (CM/GC) Services IPD CM/GC RFP)

and

(Request for Proposals for an Integrated Project Delivery Method Utilizing Design/Build Lump Sum (LS) Services IPD D/B LS RFP)

and

(Request for Proposals for an Integrated Project Delivery Method Utilizing Design/Build Guaranteed Maximum Price (GMP) Services IPD D/B GMP RFP)

ADVERTISEMENT, example of Electronic Access advertisement has been removed and the words “*(Insert ADVERTISEMENT)*” have been added.

I. GENERAL INFORMATION A. INTRODUCTION/DESCRIPTION OF PROJECT, in the last sentence of the second paragraph the weighted criteria values has been changed from 60%/40% to 70%/30%. (D/B Lump Sum Agreement values stay at 40%/60%).

IV. EVALUATION CRITERIA, A. PREQUALIFICATIONS, 2. QUALIFICATIONS OF THE MANAGEMENT TEAM, the qualifications and relevant experience of the management team has been separated into weighted criteria for both the CM/GC and Architect/Engineer. (Not applicable to the CM/GC RFP).

IV. EVALUATION CRITERIA, B. ORAL INTERVIEWS, 2. QUALIFICATIONS OF THE MANAGEMENT TEAM, the qualifications and relevant experience of the management team has been separated into weighted criteria for both the CM/GC and Architect/Engineer. (Not applicable to the CM/GC RFP).

Appendix A, PRELIMINARY SELECTION/EVALUATION FORM, 2. QUALIFICATIONS OF THE MANAGEMENT TEAM, the qualifications and relevant experience of the management team has been separated into weighted criteria for both the CM/GC and Architect/Engineer. (Not applicable to the CM/GC RFP).

Appendix A, PRELIMINARY SELECTION/EVALUATION FORM, NOTES, “*Criteria*” and an explanation has been added. “*Weights*”, has the words “*for inclusion into RFQ*”

added at the end of the sentence. “Ratings” has been revised to eliminate the descriptions: “Unacceptable, Poor, Fair, Good and Excellent” and emphasis assessing strengths rather than weaknesses. “Total Score” remains the same.

Appendix A1, ORAL INTERVIEW SELECTION/EVALUATION FORM, NOTES, “Criteria” and an explanation has been added. “Weights”, has the words “for inclusion into RFQ” added at the end of the sentence. “Ratings” has been revised to eliminate the descriptions: “Unacceptable, Poor, Fair, Good and Excellent” and emphasis assessing strengths rather than weaknesses. “Total Score” remains the same.

Appendix A2, FINAL RANKING MATRIX QUALIFICATIONS/COST, the weighted criteria values have been changed from 60%/40% to 70%/30%. The Optional values have been changed from 70%/30% to 80%/20%. (D/B Lump Sum Agreement values stay at 60%/40%).

Appendix A2, FINAL RANKING MATRIX, NOTES, after the end of Note 1 the following sentence has been added “Do not combine scores of the two evaluations”. Note 2 has not been revised. Note 3 is revised as follows: “The highest score for qualifications on the evaluation form is to receive 70 points and the other team scores are to be determined as a percentage of the 70 points. To score each average qualification score, use the example formula.” (Not applicable to the CM/GC RFP).

Appendix A2, FINAL RANKING MATRIX, Scoring of Qualifications/Scoring of Costs, the formula has been revised to reflect 70 points for qualifications and 30 points for Costs respectively. (D/B Lump Sum Agreement points stay at 60/40).

(Construction Project Application SC-4.1)

INSTRUCTIONS, ROUTING FOR CAPITAL CONSTRUCTION PROJECTS, language has been changed to indicate that copies of signed documents are to be sent by state agency/institutions to their respective state controller delegate.

INSTRUCTIONS, ROUTING FOR CONTROLLED MAINTENANCE PROJECTS, language has been changed to indicate that copies of signed documents are to be sent by state agency/institutions to their respective state controller delegate.

D. EQUIPMENT/FURNISHINGS/COMMUNICATIONS, “Information Technology Commission” has been changed to “Joint Technology Committee”.