

1) CM/GC Proposed Revisions – Jim (15 minutes)

- a) Fees calculated on the cost of the work with the exception of bonds and insurance, which are on the total GMP not FLCC.
- b) Limit number of Bid packages allowed to two, one for site work, and then a final bid package. Director approval required for more than two bid packages.
- c) Remove CM/GC Incentive but allow for project specific incentives
- d) CM Contingency held below the line without markup. (We may pilot holding CM the contingency on the owner's side)
- e) CM Fees:
 - i) Preconstruction Fee shall be a stipulated lump sum (based on project size, time frame, and complexity)
 - ii) Construction Management Fee shall be a stipulated fee as a percentage of the GMP (fee based on size)
 - iii) Temporary Construction Cost (General Conditions/Requirements) shall be a stipulated fee as a percentage of the GMP (with a set list of exclusions such as fencing, crane, BIM, weather conditions...). Fee based on size and complexity of the project. Daily cost increase for additional time determine by the following formula (GMP x fee percentage/ number of days = cost per day). With Director Approval, this may be bid.
 - iv) Construction Supervision Cost shall be bid as a monthly fee: The fee shall include but not limited to; employee burden including insurance, vacation and bonus; vehicle including gas, oil, maintenance and insurance; technology including iPad/tablet, cell phone, computer and software; travel, relocation expense or subsistence. All services and personnel not specifically identified as a Construction Supervision Cost will be considered part of the Construction Management Fee. This includes receptionists, accountants, safety officers, expeditors, commissioning agents etc. This cost does not include general conditions or people performing the actual construction activities. *CM to provide a schedule to breakdown this fee with a cost for each team member for determining cost of additional time.*
 - v) Credit for CM fee on deductive change orders
 - vi) Any question or concerns need to addressed during the "questions period" **if you do not ask do not complain!**

2) Recent Changes to General Conditions – Matt (10 minutes)

- a) 10.2 Contractor to provide Builders Risk
- b) Markup on change orders
 - i) 7.4.2.5.1 The maximum markup percentage to be paid to any contractor (regardless of tier) including Contractor, a Subcontractor and/or Sub-subcontractor on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of.
 - ii) 7.4.2.5.2 With respect to pricing the portion of Change Orders involving work performed by lower tier contractors, including Subcontractors and Sub-subcontractors, the maximum markup percentage allowable to the Contractor, Subcontractor or Sub-subcontractor

supervising the lower tier contractor's work shall not exceed five percent (5%) of the net of all approved changes in the Work performed by all contractors combined for any particular change order proposal.

- c) LD's: 4.6.14 For each day subsequent to the fourteenth (14th) day after the date established for Substantial Completion of the Work by the Contract Documents, the liquidated damages amount stated in the Contractor's Agreement shall be increased by ½ percent (0.5%) of the amount stated in the Contractor's Agreement for each day Substantial Completion is delayed beyond the date established for Substantial Completion of the Work by the Contract Documents.
- d) Closeout 9.3.3 PUNCHLIST COMPLETION. As compensation to DFCM for administrative costs incurred by DFCM as a result of delay in final project close-out, for each day subsequent to the Punchlist Completion Date that Contractor fails to complete the punchlist and subject to Section 8.8.4, Contractor shall pay to DFCM two percent (5%) of the liquidated damages amount stated in the Contractor's Agreement.

3) DFCM Policy – Jim (15 minutes)

- a) DFCM SDI/subcontractor bonding policy: Team decision approved by Director or designee, Max .75%, fee on just covered subs excluding self-performed work, CM contingency reduced by the cost of SDI.

4) Discussion Items – Matt (10 minutes)

- a) How can we shorten the time between bidding and the GMP buyout?
- b) Develop a design assist policy (in progress)
- c) Other items

Please email any comments or concerns to Matt Boyer by September 13th – mboyer@utah.gov