## PSA - Consultant as University’s Representative

## Cover Sheet and Instructions

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|  | APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on computer diskette. |
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| **PURPOSE OF DOCUMENT:** | Scope of Work for Consultants hired to assist University’s Representative in performance of specified duties. . |
| **CROSS-REFERENCE TO FACILITIES MANUAL:** | None |
| **CONTENTS:** | Attachment A |
| **FOR USE WITH:** | Professional Service Agreement |
| **COMPLETED BY:** | √ | Filling in | √ | Adding Text |  | No Data Required |
| **ITS USE IS:** | √ | Required |  | Optional |

**NOTE:** To use the electronic file of this document, you must go to the “Tools” pull down menu in Microsoft Word, select “Options,” select the “View” tab, and then put a check in the box “Hidden text.” Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

**Completion Instructions:**

1. Notes, suggested text, instructions and other information is formatted using the following methods:

* Hidden text within brackets. {This is an example of the format.} Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts.) When printing this document, the default print property will not print the hidden text.
* Coded instruction within brackets. The instructions and shading will disappear when the required information is typed.
* Suggested text is shaded in gray without brackets (see Modifications and Additions below.)

**Modifications and Additions:**

1. Areas shaded in gray, without brackets, represent suggested text that may be modified by the Facility to meet the needs of the Project. This is an example of the format. Ensure that any modified or added text is consistent with the Contract Documents.
2. Areas not highlighted in gray, without brackets, shall not be altered without approval of the Office of the President.

**Comments:**

1. The following “Attachment A’s” are intended to be used with the Professional Service Agreement, when you hire a Consultant to assist the University’s Representative in performing specified duties.
2. Use the applicable Attachment A which for your contract/delivery method. There is an Attachment A available for the University’s Long Form (lump sum), CM at Risk, and Design Build contract/delivery method.
3. Insert in section I.A.1 of the PSA the following description of services:

“Consultant to act as the University’s Representative or as his or her authorized representative under a {INSERT DELIVERY METHOD, E.G., DESIGN-BUILD} contract, as required and authorized by Written Authorization.”

1. Issue a Work Authorization that incorporates 1) Attachment A; and 2) Attachment B. Attachment A is a detailed list of the University’s Representative’s contractual duties the Consultant is required to perform. Attachment B is the construction contract General Conditions. In the CM at Risk and Design Build contracts/delivery method, Attachment B also includes the Scope of Work exhibit.
2. Modify Attachment A per its instructions to reflect the services that are required of the Consultant to assist the University’s Representative.
3. It is important to communicate to the Contractor (or Design Builder) exactly what the Consultant is authorized to do (and what they are not authorized to do). It is strongly recommended that you issue a letter to the Contractor that specifies the duties the Consultant will perform for the University’s Representative. The letter must also include the following provision:

*“Consultant shall act as the authorized representative of the University’s Representative in the technical monitoring or administration of a contract between the University and University’s Contractor (CM/Contractor or Design Builder if applicable), for the duties and responsibilities listed above. At no time shall the Consultant commit the University, or represent to the University’s Contractor (CM/Contractor or Design Builder if applicable), that the Consultant is authorized on behalf of the University to make commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract, including but not limited to changes to the Contract Time or the Contract Sum. The Consultant shall coordinate all communications with the University’s Contractor (CM/Contractor or Design Builder if applicable), through the University’s Representative, and shall only represent that its communications are on behalf of the University’s Representative when expressly directed to do so by the University’s Representative. The authority granted to the Consultant above, shall not be redelegated without the specific written authorization of the University’s Representative. The Consultant shall, consistent with the foregoing limitations, perform the duties and responsibilities listed above. “*

Attachment A

Scope of Duties of Consultant Assisting University’s Representative

{Use this attachment for CM at Risk projects only}

This attachment describes the scope of services associated with Work Authorization \_\_\_, for PSA dated \_\_\_\_\_\_\_\_\_, between the University and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Consultant shall act as the authorized representative of the University’s Representative in the technical monitoring or administration of a contract between the University and CM/Contractor. The duties and responsibilities of the University’s Representative, some of which have been delegated to the Consultant, are described in the University’s CM at Risk Contract (Attachment B) and this Attachment A. At no time shall the Consultant commit the University, or represent to the University’s CM/Contractor, that the Consultant is authorized on behalf of the University to make commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract, including but not limited to changes to the Contract Time or the Contract Sum. The Consultant shall coordinate all communications with the CM/Contractor through the University’s Representative, and shall only represent that its communications are on behalf of the University’s Representative when expressly directed to do so by the University’s Representative, or as indicated in this Attachment A. The authority granted hereunder shall not be redelegated without the specific written authorization of the University’s Representative.

**{Reminder - be sure to include General Conditions and Scope of Work Exhibit as Attachment B}**

The Consultant shall, consistent with the foregoing limitations, perform the duties and responsibilities listed below. Unless an item is denoted by a “\*”, the Consultant shall not communicate directly with the CM/Contractor as to such matters nor shall Consultant represent to CM/Contractor that Consultant has been delegated such responsibilities or authority.

**{Delete the first sentence in the following pagagraph, if the University’s Project Manager is the University’s Representative}**

Consultant shall advise the University’s Project Manager of any issues that may arise that would be of reasonable concern to the University’s Project Manager. The Consultant shall keep the University’s Representative apprised of its services, and shall advise the University’s Representative of any issues that may arise that would be of reasonable concern to the University’s Representative.

*Note: See Attachment B for full description of University’s Representative duties outlined below.*

**{Modify items below per the projects needs in assisting the University’s Representative; modify items with “\*” , as defined above, to meet the project needs}**

General Conditions – 1.1.35 (Notice of Intent)

* Issue Notice of Intent to exercise Phase 2 Option

General Conditions – 2.3 (University’s Right to Stop Work)

* Advise when to stop the Work due to Defective Work

General Conditions – 3.4 (CM/Contractor’s Warranty)

* May require CM/Contractor to furnish satisfactory evidence as to the kind and quality of materials and equipment

General Conditions – 3.8 (Superintendent And Key Personnel)

* Approving substitutions/replacement of Key Personnel

General Conditions – 3.9 (Schedules Required of CM/Contractor)

* Review Contract Schedule with CM/Contractor
* Determine acceptability of the Contract Schedule and updated Contract Schedules
* To judge practicality of Schedules showing the Work completed in less than the Contract Time
* Confirm CM/Contractor’s schedule of submittals is satisfactorily coordinated with the Contract Schedule.
* Review form and general content of the Preliminary Contract Schedule, Contract Schedule, and Updated Contract Schedules
* Receive Preliminary Contract Schedule and Contract Schedule for University review
* Notify University if not receiving cooperation of CM/Contractor in the development of the Contract Schedule and updated Contract Schedules

General Conditions – 3.10 (As-Built Documents)

* \*Receive As-built Documents which shall be turned over to the University's Representative at Final Completion after review

General Conditions – 3.12 (Shop Drawings, Product Data, and Samples)

* \*Receive and review Shop Drawings, Product Data, Samples
* May return without action submittals made by CM/Contractor which are not required by the Contract Documents

General Conditions – 3.15 (Access to Work)

* \*Advise if not granted access to the Work by CM/Contractor

General Conditions – 3.17 (Concealed or Unknown Conditions)

* \*Receive notification by CM/Contractor when concealed or unknown conditions are encountered if they require revised design details
* \*Make determinations and obtain University concurrence when concealed or unknown conditions are encountered

General Conditions – 3.20 (Bidding)

* Authorize prequalification of particular subcontractors/trades
* Conduct bidding for proposed self-performed work

General Conditions – 4.2(CM/Contractor Change Order Requests)

* May request of CM/Contractor additional information for the purpose of evaluating Change Order Request(s)
* May request written documentation from CM/Contractor demonstrating entitlement adjustment to Contract Time

General Conditions – 4.1 (Administration of the Contract by University’s Representative)

* Communicate with University, University consultants, CM/Contractor; and communicate with Subcontractors through CM/Contractor
* Recommend amounts payable and issue Certificates For Payment
* Conduct inspections in connection with Beneficial Occupancy and to determine the dates of Substantial Completion and Final Completion
* Provide response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness
* Advise when to reject the Work, or any portion thereof, which does not conform to the Contract Documents

General Conditions – 5.1 (Award of Subcontracts and Other Contracts for Portions of the Work)

* Determine if Subcontractor fails to meet the requirements of the Contract Documents

General Conditions – 7.3 (Change Order Procedures)

* Approve costs of materials and consumable items, which are furnished and incorporated into Extra Work
* Responsible for increase to Contract Time due to failure to timely perform any contract obligation within Attachment A (when it is not the result of any default or misconduct of the CM/Contractor)

General Conditions – 8.2 (Progress and Completion)

* Can notify CM/Contractor to take all measures necessary, as may be required, to ensure that the entire Project is completed within the Contract Time at no additional cost to University (such as overtime, additional shifts, Sundays, or holidays).

General Conditions – 9.1 (Cost Breakdown)

* Review/approve Cost Breakdown (schedule of values) submitted by CM/Contractor, used for Applications for Payment

General Conditions – 9.3 (Application for Payment)

* \*May reasonably require invoices, certified payrolls, daily time and material records in conjunction with reviewing/approving Application for Payment(s)
* Review/approve CM/Contractor's Applications for Payment
* Approve for inclusion in the Application For Payment, the cost of materials not yet incorporated in the Work

General Conditions – 9.6 (Beneficial Occupancy)

* Make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion

General Conditions – 9.7 (Substantial Completion)

* \*Determine and advise when the Work is “Substantially Complete” except for completion of minor items
* Prepare a Certificate of Substantial Completion for approval by University

General Conditions – 9.8 (Final Completion and Final Payment)

* Advise when to declare Final Completion
* Make final inspection and determine when the Work is fully completed and in accordance with the Contract Documents (Final Completion)
* Issue the final Certificate For Payment

General Conditions – 12.2 (Correction of Defective Work and Guarantee to Repair Period)

* Advise when to declare Defective Work during the Work or during the Guarantee To Repair Period

Scope of Work Exhibit

* Provide written approval of estimate format and structure prior to proceeding with estimate.
* Meet with CM/Contractor to review its written report of plan check review findings.
* Assist CM/Contractor, as required in sequencing, assembly, scope definition and preparation of Bid Packages
* May direct CM/Contractor to develop lists of possible bidders to solicit bids for the Bid Package(s), provide pre-bid Subcontractor prequalification criteria, and conduct prequalification of Subcontractors
* Review/approve proposed Bid Package contract documents
* Review Bid Package and issues Letter of Bid Package Review
* May direct CM/Contractor to respond to bid questions during the bid period and at pre-bid conferences, pre-construction conferences and walk-throughs
* Coordinate with CM/Contractor in Subcontractor training of University's facilities maintenance and other personnel
* May direct CM/Contractor to coordinate its efforts between Subcontractors and Design Professional to clarify interpretation of drawings and specifications