

## EXHIBIT D: HOUSE DOCTOR OWNER PROJECT MANAGEMENT SERVICES

**D.1. Introduction.** Unless subsequent exhibits otherwise prescribe the application of this Exhibit, this Exhibit and the content herein applies only to the House Doctor if the House Doctor's Approved Scope of Services includes owner project management services. The terms and provisions of this Contract of which this Exhibit is a part are incorporated herein by reference.

**D.2. Definitions.** All terms previously defined are hereinafter incorporated by reference into this Exhibit.

**D.3. Term.** The Term set forth in Section 1.2 of the this Contract is modified as follows:

This Contract shall have an initial duration of three (3) years from the Effective Date. Following the initial three (3) year duration, this Contract shall have three (3) consecutive one year options renewed annually at Awarding Authority's discretion. These options are automatically renewed, unless Awarding Authority notifies the House Doctor otherwise. Notwithstanding any other provision to the contrary, all obligations pursuant to an Approved Scope of Services incorporated into the Contract during the Contract term shall not expire until all terms within the Approved Scope of Services are satisfied unless otherwise terminated. This Contract term may be extended by a written letter agreement, to allow for the completion of all Approved Scope of Services, as appropriate.

**D.4. Staffing, Resources, and Approvals.** Unless otherwise provided in the Approved Scope of Services, Awarding Authority's responsibility to provide staff and services to the House Doctor is limited solely to the Deputy Commissioner's obligation to grant or withhold Approvals based on the recommendations of the House Doctor and other matters specifically requiring the Deputy Commissioner's approval pursuant to this Contract and the Approved Scope of Services.

**D.5. Owner Project Management Responsibilities** The House Doctor shall perform professional services set forth in the Approved Scope of Services, which may including the following for all phases:

**D.5.1. General Project Management (All phases)**

- (a) Review and examine documents with Awarding Authority to evaluate User Agency's program priorities, such documents include, but are not limited to feasibility reports, program studies and attachments, technical reports and available existing conditions documents.
- (b) Prepare a detailed work plan identifying House Doctor tasks and products, including fee breakdown, required for completion of the work for Study, Design and/or Construction as part of each Scope of Services. Such work plans shall include, but are not limited to the following:
  - i. Master schedule and budget for the project including design fees, relocation fees, construction costs and owner costs such as mitigation measures;
  - ii. Identification of House Doctor tasks and work products in sequence with time schedule and work product due dates, which allow a period of five (5) to ten (10) days for product review by the Awarding Authority;
  - iii. Critical points in schedule for required information from Awarding Authority o;
  - iv. Identification of PM team structure including specialist personnel assigned to particular tasks; and
  - v. Breakdown of House Doctor fees required for each identified task.
- (c) Prepare a project procedures manual within the first 30 days of participation in the project in accordance with the DCAMM Designers Procedures Manual. Such manual shall require that all project reporting be entered into CAMIS, by the House Doctor or the Awarding Authority including but not limited to correspondence and document distribution requirements; report forms; regularly scheduled job meeting times and locations; approval authority; project phone and address directory, etc.

- (d) Review, monitor and analyze all schedules and updates for all project activities including those submitted by the General Contractor or Designer. Verify percentage of work complete. Recommend schedule strategies for meeting the overall needs of the project. Check progress against base-line schedule and recommend recovery schedules when current progress schedule is behind base line or recovery schedules.
- (e) Prepare, review and distribute monthly reports, as needed. Such monthly reports shall include but are not limited to project schedule updates, reasons for changes in the schedule, scope changes, and any related time impacts.
- (f) Schedule, attend and participate in meetings regarding the project, as required. Prepare meeting agenda, as appropriate, and assure attendance of all necessary parties.
- (g) Prepare and update to date project records in CAMIS, including but not limited to incoming and outgoing correspondence, monthly reports, meeting minutes, transmittal logs, and payment records.
- (h) Coordinate and expedite the flow of information as necessary among Awarding Authority, the User Agency, and other interested parties. Secure and transmit appropriate documents for various approvals at the appropriate times and expedite these approvals. Assist in obtaining data for the project from the User Agency.
- (i) Report to the Authorized Representative of the Awarding Authority any failure of the Designer or General Contractor, as applicable, to perform its respective contractual duties in a timely basis.
- (j) Implement a management control system, which shall utilize both manual and automated procedures for, at a minimum:
  - i. scheduling;
  - ii. budgeting;
  - iii. reporting project progress and expenditures, including but not limited to a monthly progress report from the House Doctor to the Awarding Authority;
  - iv. maintaining up-to-date certificates of insurance required by the Construction Contract Documents;
  - v. documentation of Project meetings, including distribution of meeting notes and incorporation of comments by all parties;
  - vi. exception reports;
  - vii. estimates provided to the Awarding Authority, and maintaining up-to-date contact information for all necessary Project personnel.

The House Doctor shall incorporate the Awarding Authority's internal management control systems and, to the extent that such functionality is not supported by the Awarding Authority's internal systems, House Doctor shall develop and implement supplementary systems as necessary. House Doctor shall be responsible for administering all management control systems and procedures through all the Phases of the Project for which the House Doctor will provide services. The House Doctor shall maintain all Project documents and systems at the job site and at Awarding Authority's Offices to the extent provided in the Approved Scope of Services.

- (k) Negotiate with and oversee Designer and General Contractor in accordance with the Contract.

#### ***D.5.2. Study Phase:***

- (a) Assist in the procurement of any contract for the performance of Study services;
- (b) Perform independent cost estimating services for Awarding Authority;
- (c) Assist Study Manager in the performance of his/her duties pursuant to the provisions of a contract for Study Services and applicable Reference Documents to ensure that the architect or engineer performing the Study services complies with the terms of the contract for Study services; and

- (d) Assist in the evaluation of the architect or engineer performing the Study.
- (e) Evaluate and approve reimbursables and requests for additional services requests, as needed.
- (f) Facilitate study certification in accordance with DCAMM policies and procedures.

***D.5.3. Design Phase:***

- (a) Administration of a contract for design and construction administration services using a design-bid-build method such that (i) the design results in a project that meets the User Agency and Awarding Authority's needs and conforms to the Study, all applicable Reference Documents, the standards set forth in the contract for final design and construction administration services and such other guidelines and standards as may be supplied by Awarding Authority, and applicable Laws; (iii) all Permits are obtained on schedule by the designer; and (iv) that any contracts to be put out to bid are properly bid and reviewed and evaluated in accordance with applicable Laws;
- (b) Provide general project management services, including but not limited to services related to:
  - i. contractor prequalification review;
  - ii. detailed cost estimating;
  - iii. value engineering;
  - iv. record keeping and reporting;
  - v. scheduling and phasing;
  - vi. construction bidding and planning and bid reviewing;
- (c) Coordinate with third parties and recommend to the Awarding Authority, ways to expedite the procurement of long-lead items to insure their delivery by the required dates.
- (d) Review and track the Designer's deliverables in accordance within the contractual time requirements and in accordance with the below.
  - i. Completed documents for each phase will be reviewed for completeness, choice of materials, clarity, constructability, bid-ability, appropriateness of detailing, code compliance, coordination with the documents including other disciplines and conformance with bidding requirements.
  - ii. Recommend changes to documents, schedule, and compliance with the certified space program and or cost estimates where appropriate.
- (e) Coordinate the review of construction documents with specialists or specialty consultants, as needed, including but not limited to a cost estimator, structural, civil, mechanical, fire protection, plumbing specialists, code compliance consultant, environmental consultant, accessibility consultant or other project specific specialists.
- (f) Make written recommendations in a timely manner to the Authorized Representative of the Awarding Authority regarding Approvals and reasons for disapproval to be sent to the designer pursuant to the contract for design and construction administration services;
- (g) Attend public meetings, as necessary.
- (h) Make recommendations regarding payments to be made to the Designer and General Contractor, as applicable.
- (i) Conduct detailed cost estimate reviews of Designer's fully developed quantity survey estimate and provide recommendations, as needed, based on available budget.
- (j) Conduct value analysis workshops concurrent with cost estimate reviews. Advise on all value analysis opportunities identified throughout the design phase in a format consistent with and related to the review of detailed cost estimates.
- (k) Analyze pre-construction and construction schedule and pre-construction and construction phasing proposed by the Designer. Present alternative phasing as appropriate. The schedule

and phasing shall include, but not be limited to move schedules, construction sequencing, and identification of all access restraints and constraints during construction.

- (l) Provide recommendations on construction feasibility and techniques, availability of materials and labor, including User Agency's furnished materials and equipment, time requirements for installation and construction, phasing and factors related to alternative designs or materials. Recommend ways to expedite procurement of long-lead items to ensure delivery by required dates.
- (m) Review contractor bids and make recommendations for award.
- (n) Assist in the evaluation of Designer and/or General Contractor and/or subcontractors performing the Project.

***D.5.4. Construction Phase:***

- (a) Continue to perform any and all duties included in the Approved Scope of Services for the Design Phase to the extent that they are necessitated by activities occurring or continuing to occur during the Construction Phase.
- (b) Assist and support the Authorized Representative to enforce the accounting requirements of the contract with the Designer and the General Contractor, as applicable.
- (c) Assist and support the Resident Engineer (if provided) as defined in M.G.L. c. 7C, Section 22 in the performance of his or her duties. The Resident Engineer shall represent the Awarding Authority daily on the site of construction projects and shall be responsible for checking, inspecting, and reporting to the Awarding Authority, and shall report in writing to the Awarding Authority and the House Doctor all problems, disputes, complaints or questions from or concerning Designers, General Contractors, or other personnel involved with the project.
- (d) Inspect, observe and verify the work is in compliance with contract documents with regard to quality, safety and site security, and labor standards. Standards governing inspection requirements shall be consistent with M.G.L. c. 7C, Section 22. Prepare reports and/or review reports from independent firms and make recommendations of their findings to Awarding Authority of any material or process that is not in compliance with the contract documents. Coordinate with General Contractor to develop recovery plans for rejected work.
- (e) Review and evaluate General Contractor's quality assurance/quality control (QA/QC) program, and provide recommendations to Awarding Authority for approval. The QA/QC program shall include inspection and testing to verify that the equipment, material and construction meet the General Contractor and designer's contract documents, and all applicable Laws.
- (f) Review safety and site security programs developed by the General Contractor, and make appropriate recommendations to Awarding Authority. Observe project site for compliance with approved safety and site security programs. Report noncompliance immediately to Awarding Authority. Cooperate with officials of Federal or State agencies vested with authority to enforce the requirements of OSHA and the Massachusetts Division of Industrial Safety Regulation 454 CMR 10.00 "Prevention of Accidents During Construction."
- (g) Assist and support Awarding Authority with respect to change orders and contract modifications. The Designated Representative shall submit to the Authorized Representative (or other person so designated by Awarding Authority) any proposed change order together with (i) the Designated Representative's recommendation(s) to be taken by the Awarding Authority with respect to the change order, and (ii) all information reasonably needed by the Awarding Authority to evaluate the proposal. The Designated Representative shall assist Awarding Authority in the taking of appropriate action(s) in light of the Authorized Representative's decision with respect to the change order.

- (h) Assist and support Awarding Authority in the administration and performance of Awarding Authority's duties pursuant to the Construction Contract. The Designated Representative shall take all steps Approved hereunder to enforce the Construction Contract short of instituting or maintaining litigation, including (i) assisting Awarding Authority's representative in all hearings held concerning a General Contractor's or Construction Manager's (if applicable) failure to comply with the Construction Contract; and (ii) making recommendations to the Authorized Representative for approval, rejection or modification, of sanctions to be imposed on the General Contractor or Construction Manager, as applicable, for failure to comply with the accounting, equal employment opportunity, non-discrimination, affirmative action, minority business enterprise, and women business enterprise provisions of the Construction Contract and the advisability of lifting such sanctions
- (i) Notify the Authorized Representative of any contractual breach by the General Contractor or Construction Manager, as applicable, as the daily progress report requires, make recommendations of the actions to be taken as a result of such breach, and take such action as the Awarding Authority may Approve or otherwise require.
- (j) Track, review and provide recommendations for Construction Submittals. Identify at project meetings all submittals currently due or overdue. Submittals to be tracked and reviewed during construction shall include, but not be limited to:
  - i. Shop drawings and samples,
  - ii. Implement and maintain a Tracking System for General Contractor or CM @ Risk Team Submittals, Change Order Requests, and Issues/Claims,
  - iii. Requests for Information,
  - iv. Field Changes,
  - v. Change Order Requests,
  - vi. Applications for Payment, and
  - vii. Testing and other Reports.
- (k) Verify on a regular basis that the General Contractor is maintaining marked-up drawing throughout the project.
- (l) Review a detailed schedule of project close-out activities as prepared by the General Contractor. Coordinate and assist Awarding Authority in the following activities:
  - i. Review punch list produced by project participants, complete separate punch list with valuations and monitor completion of all punch list items;
  - ii. Check and catalogue all procedures manuals, warranties and instructions for the operation and maintenance of equipment systems;
  - iii. Monitor equipment testing, ;
  - iv. Coordinate User Agency personnel training;
  - v. Coordinate building commissioning;
  - vi. Monitor site clean up;
  - vii. Monitor the completion of record drawings;
  - viii. Review and evaluate claims;
- (m) Provide assistance and support on any claims and litigation.
- (n) Assist in Project evaluation, including, but not limited to, the evaluation of Designer and/or General Contractor and/or subcontractors performing the Project.

**D.6. House Doctor's Responsibility and Relationship of Commonwealth and Other Parties.** The House Doctor shall maintain a good working relationship with the Commonwealth, acting by and through Awarding Authority, and other parties hired by the Commonwealth, if any, who may perform services with respect to the Project. The House Doctor shall not be responsible for: 1) the design of the Project; 2) the acts or omissions of the architect of record; 3) construction means, methods, sequences or procedures utilized by the General Contractor; 4) the General Contractor's failure to carry out the work in accordance with the Construction Contract Documents; or 5) the safety or security related to the work performed on the

Project. The House Doctor shall be responsible for the acts or omissions of the architect of record or General Contractor to the extent that such acts or omissions are caused by or result from the House Doctor's negligent or willful failure to perform its obligations under this Contract.

**D.7. Publicity and Public Relations.** Any inquiries received by the House Doctor from the press or members of the public shall be referred to the Authorized Representative. The House Doctor shall have no authority to act as spokesperson for Awarding Authority, the User Agency, or the Commonwealth to members of the press or public with respect to any Project or to the Commonwealth's relations with any person or governmental or non-governmental entity. The Agency relationship set forth at Section 4.20 herein shall not extend to communications between the House Doctor and the public at large.

**D.8. Political Activity Prohibited.** None of the services to be provided by the House Doctor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**D.9. General Contractor's Insurance and Indemnification.** If a General Contractor or Construction Manager, as applicable (and Subcontractors) is required to maintain commercial general liability, workers' compensation, and automobile liability insurance, and are required to in any manner extend the benefits of such coverage to Awarding Authority, then Awarding Authority, at the specific written request of the House Doctor in each instance, shall request that such General Contractor name the House Doctor as an additional insured. Neither the Commonwealth nor Awarding Authority shall be liable to the House Doctor if such General Contractor fails or refuses to name the House Doctor as an additional insured. If a General Contractor (and its Subcontractors) is required to waive subrogation against Awarding Authority or to defend and indemnify Awarding Authority, then Awarding Authority shall, at the written request of the House Doctor in each instance, prior to the advertising for bid of a construction contract endeavor to cause such indemnity to apply to the House Doctor as well if the standard form construction documents do not already do so. Notwithstanding the foregoing, neither the Commonwealth nor Awarding Authority shall have any liability to the House Doctor for breach of this Article.