

# Construction and Professional Services Manual Webinar

## “Read Ahead” Package

Reading these documents before attending the CPSM Webinar, and using them as a reference during the Webinar, will provide the attendees with a basis to understand the terminology used by the Division of Engineering and Buildings for the design, procurement and construction of state-owned buildings.

## DEFINITIONS

**Agency:** The Agency, institution or department which is a party to the Contract. For purposes of the Contract, the term Owner shall include such Agency, whether or not the Agency owns the Site or the building.

**Architect/Engineer (A/E):** The Virginia licensed Architect or Engineer that contracts with the Owner to provide the A/E Services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any subcontractors, associates or consultants employed by the A/E to assist in providing the A/E services.

**Beneficial Occupancy:** The time, following Substantial Completion at which the Project or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts and occupies the Project, or a portion thereof, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

**Change Order:** A document (Form CO-11) issued on or after the effective date of the Contract (CO-9) which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. The term Change Order shall also include initiating and confirming change orders issued pursuant to Section 38 (a) (3) of the General Conditions of the Construction Contract CO-7. A Change Order, once signed by all parties, is incorporated into and becomes part of the Contract. All approved Change Orders shall be posted on eVA.

**Code of Virginia:** *Code of Virginia* (1950), as amended. Sections of the Code referred to herein are noted by (§ xx-xx).

**Construction:** The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

**Contract:** The Contract between Owner and Contractor, (CO-9 series) and the Contract Documents incorporated therein.

**Contract Completion Date:** The date by which the Work must be substantially complete. The Contract Completion Date is customarily established in the Notice to Proceed, based on the Time for Completion. In some instances, however, the Contract contains a mandatory Contract Completion Date, which shall be stated in the Invitation for Bids.

**Contract Documents:** The Contract between Owner and Contractor (Form CO-9) signed by the Owner and the Contractor and any documents expressly incorporated therein. Such incorporated documents customarily include the bid submitted by the Contractor, the General Conditions of the Construction Contract (CO-7), any Supplemental General Conditions, any Special Conditions, the plans and the specifications, and all modifications, including addenda and subsequent Construction Change Orders.

**Contract Price:** The total compensation payable to the Contractor for performing the Work in accordance with the Contract Documents, subject to modification by Change Order.

**Contractor:** The person or entity with whom the Owner has entered into the Contract for the Work.

**Date of Commencement:** The date as indicated in the written Notice to Proceed, the receipt of the earliest Building Permit, or a date mutually agreed to between the Owner and Contractor in writing, whichever is the latest.

**Day(s):** Calendar day(s) unless otherwise noted.

**Defective:** An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents **or** does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior to the A/E's recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or Beneficial Occupancy).

**Drawing:** A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

**DSBSD:** Virginia Department of Small Business and Supplier Diversity

**Emergency:** Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

**Final Completion:** Completion and full performance of all Work in accordance with the terms and requirements of the Contract Documents, including the completion of all items identified on punch lists generated through the inspections set forth in Section 44(b) and submission of all information, manuals, warranties and documentation required by the Contract.

**Final Completion Date:** The date of the Owner's acceptance of the Work following Final Completion.

**Field Order:** A written order issued by the A/E which clarifies or explains the Plans the Specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

**Final Payment:** The final payment that the Contractor receives pursuant to the applicable provisions of Section 36, except in the event no final payment is made due to termination of the Contract under either Sections 41 or 42. In the event of a termination for cause under Section 41, the Final Payment shall be when the termination became effective. In the event of a termination

for convenience under Section 42, the Final Payment shall be either the payment of compensation for termination that the Contractor receives according to the provisions of Section 42(a), or the Owner's determination that no compensation for termination is due the Contractor under Section 42(a), as the case may be.

**Float:** The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the Critical Path and delaying the Contract Completion Date. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Float.

**Float, Free:** The time (in Days) by which an activity may be delayed or lengthened without impacting upon the start day of any successor activity.

**Float, Total:** The difference (in Days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Contract Completion Date.

**Notice:** All written notices required or permitted under the A/E Contract or Contract Documents. Notice shall be given in writing to the email address or physical delivery location identified in the A/E Contract or Contract Documents for receipt of Notice by the receiving party. A Notice is deemed to have been properly given and effective at the time such Notice is (i) deposited with a nationally recognized overnight delivery service using no more than two (2) business day delivery service for delivery to the Notice address; (ii) hand delivered to the Notice address; (iii) enclosed in a postage prepaid envelope addressed to the Notice address and delivered to a United States Postal Service for delivery by prepaid certified or registered mail; or (iv) sent via email to the email address identified for Notice in the A/E Contract or Contract Documents.

**Notice to Proceed:** A written Notice given by the Owner to the Contractor fixing the date on which the Time for Completion will commence for the Contractor to begin the execution of the Work.. The Notice to Proceed will identify the Contract Completion Date if not otherwise established by the Contract.

**Owner:** The public body with whom the Contractor and A/E have entered into contractual agreements and for whom the Work or A/E Services are to be provided. The term "Owner", as used herein, shall also mean the Agency.

**Person:** Any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

**Plans:** The term used to describe the group or set of Project-specific Drawings which are included in the Contract Documents.

**Project:** The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the Work and the A/E Services.

**Project Inspector:** One or more persons employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the Site to the extent required by the Owner. The scope of the Project Inspector's authority with respect to the Contractor is limited to that indicated in Section 16 (e) and (f) of the General Conditions and as supplemented by the Owner in writing to the Project Inspector and to the Contractor.

**Project Manager:** The Project Manager shall be the Owner's designated representative on the Project. The Project Manager shall be the person through whom the Owner generally conveys written decisions and instructions. All Notices to the Owner and all information required to be conveyed to the Owner shall be conveyed to the Project Manager unless otherwise stated in the Contract. The scope of the Project Manager's authority is limited to that authorized by the Owner. The Owner may change the Project Manager from time to time and may, in the event that the Project Manager is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Project Manager.

Also used as a generic designation of the representative of an Owner, an A/E or a Contractor or others through whom written decisions and notices are generally conveyed.

**Provide:** Shall mean furnish and install ready for its intended use.

**Schedule of Values:** That portion of Form CO-12 prepared by the Contractor and acceptable to the Owner which indicates the portion of the Contract Price to be paid for each trade or major component of the Work.

**Site:** Shall mean the location at which the Work is performed or is to be performed.

**Specifications:** That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship for the Work.

**Subcontractor:** A person or firm having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work, or who has a direct contract with the A/E for professional services for the Project. Subcontractor includes any person or firm who provides on-site labor but does not include a Supplier.

**Submittals:** All Shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

**Substantial Completion:** The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

**Supplemental General Conditions:** An amendment or modification which amends or supplements the General Conditions of the Construction Contract (CO-7) or the Terms and Conditions of the A/E Contract (CO-3a).

**Supplier:** A manufacturer, fabricator, distributor, material provider or vendor who provides material for the Project but does not provide on-site labor.

**Small Business Procurement Plan:** The proposed percentage of small business participation in the Total Base Bid Amount submitted by the Contractor as part of its Bid.

**SWaM/SDV Business:** All subcategories of Small Businesses including Micro Business, Minority-Owned Business, Service Disabled Veteran-Owned Business, Small Business, and/or Women-Owned Business together as a group.

**Time for Completion:** The number of consecutive Days following the Date of Commencement within which the Contractor must achieve Substantial Completion of the Work in accordance with the Contract Documents.

**Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Work:** The construction and services required by the Contract Documents, whether completed or partially completed, including, but not limited to, furnishing labor, furnishing and incorporating materials and equipment into the Construction. The Work includes the entire completed Construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents or which may reasonably be expected to be provided as part of a complete, code compliant and functioning system for those systems depicted in the Plans and Specifications.

## Acronym Key

AARB (A.A.R.B.)	Art and Architectural Review Board
ADA (A.D.A.)	Americans with Disabilities Act of 1990
A/E (A.E.)	Architect/Engineer
AHJ (A.H.J.)	Authority Having Jurisdiction
AISC (A.I.S.C.)	American Institute of Steel Construction
ANSI (ann-see)	American National Standards Institute
APA (A.P.A.)	Auditor of Public Accounts
APELSCIDLA (apels board)	Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects
APSPM (A.P.S.P.M.)	Agency Procurement and Surplus Property Manual
ASAD (A-sad)	ADA Standards for Accessible Design
ASCE (A.S.C.E.)	American Society of Civil Engineers
ASHRAE (ash-ray)	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME (A.S.M.E.)	American Society of Mechanical Engineers
ASPE (A.S.P.E.)	American Society of Plumbing Engineers
ASPE (A.S.P.E.)	American Society of Professional Estimators
ASTM (A.S.T.M.)	ASTM International, formerly American Society for Testing and Materials
BCOM (bee-com)	Bureau of Capital Outlay Management (now DEB)
BDN (B.D.N.)	Budget Development Number
BITS (bits)	Building Information Tracking System
BO form (B.O.)	Building Official form
CBR (C.B.R.)	Capital Budget Request
CM (C.M.)	Construction Management
CO form (C.O.)	Capital Outlay form
COV (C.O.V.)	Code of Virginia
COV (C.O.V.)	Commonwealth of Virginia
CPE (C.P.E.)	Certified Professional Estimator
CPSM (C.P.S.M.)	Construction and Professional Services Manual

CR form (C.R.)	Cost Review CR-1 or CR-2 form	
CSI (C.S.I.)	Construction Specifications Institute	
DB (D.B.)	Design/Build	
DBB (D.B.B.)	Design/Bid/Build	
DEB (D.E.B.)	Division of Engineering and Buildings	
DEQ (D.E.Q.)	Department of Environmental Quality	
DGS (D.G.S.)	Department of General Services	
DHCD (D.H.C.D.)	Department Housing and Community Development	
DHR (D.H.R.)	Department of Historic Resources DOJ (D.O.J.)	Department of Justice (federal)
DOLI (doe-lee)	Department of Labor and Industry	
DPB (D.P.B.)	Department of Planning and Budget	
DPOR (D.P.O.R.)	Department of Professional and Occupational Regulation	
DPS (D.P.S.)	Division of Purchases and Supply	
DREFM (dre-fum)	Division of Real Estate and Facilities Management	
DSBSD (D.S.B.S.D.)	Department of Small Business and Supplier Diversity	
EDR (E.D.R.)	Electronic Document Review	
EIFS (ee-fis or E.I.F.S.)	Exterior Insulation Finish System	
EPA (E.P.A.)	Environmental Protection Agency	
E.S.C.O. (s-co)	Energy Service Contracts	
eVA (eva)	Virginia's (electronic) eProcurement Portal	
FEIN (F.E.I.N.)	Federal Employer Identification Number	
EIR (E.I.R.)	Environmental Impact Report	
FM (F.M.)	Factory Mutual Global Insurance Company	
GA (G.A.)	General Assembly	
GC (G.C.)	General Conditions	
GC (G.C.)	General Contractor	
HAC (H.A.C.)	House Appropriations Committee	
HECO (he-co)	Higher Education Capital Outlay	
HEMA (he-mu)	Higher Education Management Agreement	

HVAC (H.V.A.C.)	Heating Ventilation and Air Conditioning
HPBA (H.P.B.A.)	High Performance Buildings Act
ICC (I.C.C.)	International Code Council
IFB (I.F.B.)	Invitation for Bid
IGCC (I.G.C.C.)	International Green Construction Code
JOC (jock)	Job Order Contracting
JLARC (jay lark)	Joint Legislative Audit Review Committee
MOU (M.O.U.)	Memorandum of Understanding
LIS (L.I.S.)	Legislative Information System
MR-FIX (M.R. fix)	Maintenance Reserve Facilities Indexing
NCAA (N.C.A.A.)	National Collegiate Athletic Association
NFPA (N.F.P.A.)	National Fire Protection Association
OAG (O.A.G)	Office of the Attorney General
OSHA (oh-sha)	Occupational Safety and Health Administration
PB (P.B.)	Performance Budgeting System
PE (P.E.)	Professional Engineer
PPEA (P.P.E.A.)	Public Private Education Act
RA (R.A.)	Registered (licensed) Architect
RDP (R.D.P.)	Registered Design Professional
RFMO (R.F.M.O.)	Regional Fire Marshal's Office
RFP (R.F.P.)	Request for Proposal
RFQ (R.F.Q.)	Request for Qualifications
ROUS (R.O.U.S.)	Rodents of Unusual Size
SBO (S.B.O.)	State Building Official
SETI (set-tea)	Search for Extraterrestrial Intelligence
SFMO (S.F.M.O)	State Fire Marshal's Office
SFC (S.F.C.)	Senate Finance Committee
SOA (S.O.A.)	Secretary of Administration
SOF (S.O.F.)	Secretary of Finance

**SWaM/SDV** (swam/sdv)  
Disabled Veteran-Owned

Small, Women-Owned, Minority-Owned, and/or Service

UL (U.L.)	Underwriters Laboratories
VBCCD (V.B.C.C.D.)	Virginia Building Construction Cost Database
VCC (V.C.C.)	Virginia Construction Code
VCO (V.C.O.)	Virginia Contracting Officer
VCCO (V.C.C.O.)	Virginia Construction Contracting Officer
VE (V.E.)	Value Engineering
VEBC (V.E.B.C.)	Virginia Existing Building Code
VEES (v's)	Virginia Energy Conservation and Environmental Standards
VOSHA (voh-shu)	Virginia Occupational Safety and Health Administration
VPPA (V.P.P.A.)	Virginia Public Procurement Act
VUSBC (V.U.S.B.C.)	Virginia Uniform Statewide Building Code
6-PAC (six-pack)	Six-Year Capital Outlay Planning Advisory Committee

## Overview of Virginia Capital Outlay and Building Official Forms

This partial list of DEB forms illustrates the typical chronological sequence of forms necessary to fund, design, procure, contract, permit, construct and closeout a project. Other forms and worksheets support these forms, and other forms may be necessary for alternate A/E or construction procurement methods or sequences. An understanding of the name, purpose and sequence of these forms provides a basis for discussing construction procurement in Virginia.

Form	Form Name	Source
<b>CO-2</b>	Approval to Initiate Project	BITS
CO-3	A/E Contract for Professional Services	Forms Center
CO-3a	Terms and Conditions of the A/E Contract	Forms Center
CO-4	Approval of Schematic Design (Pool Alternative)	BITS
CO-5	Approval of Preliminary Design (Pool Alternative)	BITS
CO-6	Approval of Working Drawings (Pool Alternative)	BITS
CO-6b	List of VUSBC Special Inspections	Forms Center
CO-7	General Conditions of the Construction Contract	Forms Center
CO-7a	Instructions to Bidders	Forms Center
<b>CO-8</b>	Approval to Award Construction Contract	BITS
<b>CO-17</b>	Building Permit	BITS
CO-17.1	Permit for Demolition of Building on State Property	Forms Center
CO-9.1	Notice of Intent to Award	Forms Center
CO-9.1a	Notice of Award	Forms Center
CO-9.2	Notice to Proceed	Forms Center
CO-11	Change Order (Construction Contract)	Forms Center
CO-11ae	A/E Contract Change Order	Forms Center
CO-12	Schedule of Values and Certificate for Payment	Forms Center
CO-13.1	Certificate of Completion by A/E or Project Manager	Forms Center
CO-13.1a	A/E's Certificate of Substantial Completion	Forms Center
CO-13.1b	Final Report of Structural & Special Inspections	Forms Center
CO-13.2	Certificate of Completion by Contractor	Forms Center
<b>CO-13.3</b>	Certificate of Use and Occupancy	BITS
CO-13.4	Building Permit Closeout	BITS
CO-13.5	Beneficial Occupancy	BITS
<b>CO-14</b>	Project Closeout	BITS

Forms indicated in **BOLD** are the key funding and regulatory approval points for all projects.