

# Building Design and Construction Manual

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## CHAPTER 2 – OWNER’S RESPONSIBILITIES

- 1.0 Owner is the State Agency / Agency responsible for the programming and funding of each capital improvement project.
- 2.0 For any capital improvement project for which OFPM provides services, the Owner will provide the following:
  - 2.1 Designate an Owner’s representative who will be the sole point of contact for OFPM and the project architect/engineer.
    - 2.1.1 If the Owner forms a project committee, the Owner’s representative will be responsible to coordinate the committee’s participation in the project.
    - 2.1.2 The Owner will identify the Owner’s project committee members.
  - 2.2 The Owner will provide program requirements for the project as follows:
    - 2.2.1 Establish and update an overall budget for the project,
    - 2.2.2 Construction estimate,
    - 2.2.3 Construction contingency,
    - 2.2.4 Miscellaneous costs (A/E fee, geology, survey, test & balancing, commissioning, document costs),
    - 2.2.5 Line item costs, i.e. hazardous abatement, equipment, furniture, furnishings, telecommunications, demolition, and
    - 2.2.6 Design and construction schedule.
- 3.0 The Owner will complete and forward the Project Number / Data Request DCC Form 935 to OFPM for the assignment of an OFPM project number.
  - 3.1 The OFPM project number shall be used on all paperwork associated with the project, i.e. a/e invoices, e-mail, faxes, correspondence, construction documents, shop drawings, DCC forms etc.
  - 3.2 All projects advertised in the Kansas Register will have an OFPM project number prior to fee negotiations with the selected firm.
  - 3.3 Small projects will have an OFPM project number assigned to the project prior to architectural/engineering fee negotiations.
  - 3.4 Non-OFPM project numbers assigned to the project by the owner or project architect/engineer should be identified as such and shall not substitute for the OFPM project number.
- 4.0 The Owner will provide a completed or partially completed Fee Negotiation Checklist DCC Form 102 and a completed Project A/E Services List DCC Form 103 to firms nominated by the State Building Advisory Commission (SBAC) (Chapter 5).
  - 4.1 The Owner will provide a **completed** DCC Form 102 to OFPM, the negotiating committee and the selected firm prior to scheduling fee negotiations.
- 5.0 The Owner will provide OFPM with applicable copies of studies, investigations, tests, and/or inspections for distribution to nominated firms prior to interviews. If any of the preceding information is not available

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for the nominated firms, all available information should be provided to the project architect/engineer prior to fee negotiations.

- 5.1 Examples of such information are structural and/or mechanical investigations; chemical, air and water pollution, and/or environmental tests; and hazardous materials reports.
- 5.2 When information required for the project is not available, an appropriate firm will be selected by the agency or by OFPM from the annual list of technical ancillary services providers.
- 6.0 If required, the Owner will furnish OFPM and the project architect/engineer with a current survey describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site as required. If the Owner cannot provide a current survey of the property, a surveyor will be selected either by the agency or by OFPM from the list of ancillary technical services providers.
- 7.0 If required, the Owner or OFPM will obtain the services of a geotechnical survey when such services are requested by the project architect/engineer. Such services will include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials and ground contamination.
- 8.0 If the project is a renovation or addition, the Owner will provide the project architect/engineer with all available plans, specifications and other historical documentation.
- 9.0 The Owner will provide the project architect/engineer access to the premises as scheduled with the Owner.
- 10.0 If the project is a renovation, the Owner will designate all items to be salvaged and the location(s) for storage of those items.
- 11.0 The agency will inform the project architect/engineer which level of service OFPM is providing per Chapter 11. This will determine the amount of participation for the OFPM architect/engineer and OFPM inspectors.
- 12.0 The Owner will designate the contractor's staging area to be used during construction.
- 13.0 The Owner will provide approvals and decisions as expeditiously as necessary for the orderly progress of the project architect/engineer's services and provide prompt responses to questions and inquiries during the construction of a project.
- 14.0 The Owner will define all work to be done by in-house forces before and during the construction of any project.
- 15.0 Owner is responsible to ensure project architect/engineer is providing submittals to OFPM.
- 16.0 Owner is responsible to ensure construction inspections required for occupancy per Chapter 7 are being scheduled with OFPM inspector.
- 17.0 The Owner will be the only recipient of OFPM Inspection reports and will promptly forward them on to all interested parties, i.e. the project architect/engineer, contractor, and Owner's project team members.
- 18.0 The Owner is responsible for distributing all e-mailed paperwork to others not copied by OFPM. This includes Certificate of Substantial Completion, Certificate of Project Completion/Affidavit of Contractor, partial and final payments, Change Orders, Project Acceptance, and Certificate of Occupancy.

- 19.0 The Owner will apprise OFPM and the project architect/engineer of changes in the project funding.
  - 19.1 On large projects, should the project funding be reduced or increased, the Owner will notify the project architect/engineer and OFPM, and the negotiating committee will negotiate fair compensation for work completed to date and will negotiate a new fee in accordance with the reduced or increased budget **and** reduced or increased scope of work.
  - 19.2 On small projects, should the project funding be reduced or increased, the Owner will notify the project architect/engineer, compensate the project architect/engineer for work completed to date and negotiate a new fee in accordance with the reduced or increased budget **and** reduced or increased scope of work.
  - 19.3 Should the project funding be terminated, see Chapter 6.

**END OF CHAPTER 2**