

Chapter 6, Construction

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6.1 OWNER-CONTRACTOR AGREEMENT

A. Preparation:

1. Upon Owner written authorization after bidding prepare a draft Agreement using the format of Section 00 52 13 Agreement and in accordance with the following:
 - a. The date on page 1 of the Agreement is established by the Designer prior to providing it to the Contractor.
 - b. A mailing address for both the Contractor and the Designer is required on Page 1 of the Agreement.
 - c. The Contractor's Taxpayer Identification Number is required on Page 1 of the Agreement, placed immediately after the Contractor's address.
 - d. Use the exact project title designated by the Owner to identify the project on the first and last pages of the Agreement. Insert the appropriate campus or institution name, e.g. "UT Knoxville", on the line after the project title line.
 - e. After the text of Section 1.4, the Contract Documents may be listed by reference as shown below.

This Agreement.

Bound drawing sheets titled "Classroom Building XYZ (PHASE II), UT Knoxville, SBC No. 540/XXX-YY-ZZZZ", dated June 1, 2017, with drawings as enumerated in Specification Section 00 01 15 DRAWING LIST.

Bound volume titled "Project Manual for Classroom Building XYZ (PHASE II), UT Knoxville, SBC No. 540/XXX-YY-ZZZZ", dated June 1, 2017, with the contents as enumerated in the Table of Contents.

Bound volume titled "Addendum No. 1 for Classroom Building XYZ (PHASE II), UT Knoxville, SBC No. 540/XXX-YY-ZZZZ", dated June 15, 2017.

- f. In Section 2.1, stipulate the Contract Time used in bidding by inserting "in XXX calendar days from and including the Notice to Proceed date". Obtain Owner approval for exceptions to this format for special contracted schedule requirements. Do not stipulate the Notice to Proceed date in the Agreement or a date of completion.

- g. In Section 2.2, stipulate the Liquidated Damages used in bidding by inserting "\$XXX.XX per calendar day". Obtain Owner approval for exceptions to this format for special contracted Liquidated Damages requirements.
 - h. In Section 3.2 insert, as appropriate, "Base Bid", or "Base Bid plus Alternate(s) 1 and..." along with Base Bid and Alternate amounts.
 - i. In section 3.3 insert, as appropriate, "NA" or unit price information.
 - j. Do not make edits or insertions for The University of Tennessee approval signature, name, or title. Leave blank for completion by the Owner.
2. Send draft Agreement to designated personnel as outlined in your authorization letter.
 3. Once the Agreement has been approved, you will be notified to prepare one hard copy and transmit it to the Contractor along with the W-9/Minority Status Form, Report of Diversity Owned Business form, and Title VI and IX Survey Forms.
 4. Require that the Contractor attach to each Agreement copy the Contract Bond with an associated Power of Attorney meeting the requirements of the General Conditions and in the form specified in the Project Manual in Section 00 61 13 Contract Bond. Ensure the Contract Bond is signed by an agent licensed and resident in Tennessee.
 5. Require that the Contractor attach to each Agreement copy certificate(s) of insurance that meet all of the requirements of Article 11 of the General Conditions Section 00 72 13. Take particular note of the requirements for builder's risk insurance, job site pollution coverage, and naming The University of Tennessee as an additional insured on the certificate(s).
 6. Require that the Contractor attach to each Agreement copy a completed and signed Section 01 29 76.13 Personnel Used in Contract Performance (attestation form).
 7. Require the Contractor to attach a copy of the completed and signed Roof Bond in Section 00 61 43 if required. Designer to hold original and submit with close-out documents.
 8. Require the Contractor to attach a letter designating the superintendent and necessary assistants who will be assigned throughout the entire project. As required in the A201 General Conditions Article 3.9.
 9. Required the Contractor to email Vendor Information Form to Susan at sinkleba@utk.edu
 10. Advise the Contractor that the contract will not be considered awarded prior to the Contractor's receipt of a fully signed Agreement.
 11. Transmit the original Contractor-signed agreement with attachments to the Owner for signature by the Owner.
- B. Owner Signature: After review, the Owner will obtain the required approval signature and transmit a signed copy to the Designer.
- C. Award:
1. Upon return of the fully signed Agreement, forward to the Contractor and

- maintain a copy for the Designer's records.
2. Schedule a Pre-Construction Conference.
 3. Notify State of Tennessee Department of Labor and Workforce Development of the date of the Pre-Construction Conference date. Notifications should be directed to: Shara Hamlet – Shara.Hamlett@tn.gov or (615)253-6261.
 4. Prepare a Notice to Proceed for Owner review and planned issuance at the Pre-Construction Conference.

6.2 PRE-CONSTRUCTION CONFERENCE

- A. Administration: Schedule and administer a Pre-Construction Conference in cooperation with the Owner and Contractor.
- B. Attendees:
 1. Contractor representatives
 - a. Superintendent
 - b. Management representative authorized to sign Change Orders
 - c. Major Subcontractors' representatives
 - d. Major suppliers' representatives
 - e. Others as desired by Contractor
 2. Designer representatives
 - a. Person responsible for the "office" component of Construction Phase services
 - b. Person responsible for the "field" component of Construction Phase services
 - c. Major consultant representatives
 - d. Others as desired by Designer
 3. Owner representatives
 - a. Project manager
 - b. Operations and occupant representatives
 - c. Others as desired by Owner
 4. Representative from the Department of Labor and Workforce Development
- C. Pre-Construction Conference Discussion Topics: Modify and use the following suggested discussion topics as appropriate. Reference later sections for additional information.
 1. Record attendance and develop contact information list including identification of emergency after-hours contacts for Owner, Designer, Contractor, and major Subcontractors.
 2. Confirm required wording and numbering for project title and SBC Project Number on formal project documents and all correspondence.

3. Confirm Contractor receipt of Owner-signed contract and attached documents and that the Contractor has a sufficient number of copies of Contract Documents.
4. Establish lines of authority and communication as follows:
 - a. The University of Tennessee (UT) Division of Facilities Planning is the Owner through project completion and transfer to UT operations personnel and occupants. The Owner's project manager is the Owner's representative during this time.
 - b. UT operations and occupant representatives may be designated for coordination of construction with on-going operations and functions on site. Clearly define the limits of direct communication between the Contractor and these representatives.
 - c. The Designer is responsible for directing communications between the Designer's consultants, the Contractor, and the Owner. All official communications and directives must come through the Designer.
 - d. The Contractor is responsible for directing communications between the Contractor's Subcontractors and the Designer.
5. Confirm the Contract Time and any stipulated Phases or milestones.
6. Discuss accommodations needed for both construction and on-going operations.
 - a. Impacts and accommodations of construction to on-going operations, car/bus traffic, and delivery methods.
 - b. Locations and arrangements for construction staging/storage, offices, parking, safety/security fences/barriers, signage and any other requirements of Section 01 50 00 Temporary Facilities and Controls.
 - c. Security procedures.
 - d. Temporary utilities and related accommodations and interruptions or changes to normal utility operations.
 - e. Construction personnel courtesy and decorum toward site occupants and the public.
7. For projects determined by the Department of Labor and Workforce Development to include "Highway Construction", the Department of Labor Representative should advise the Contractor to follow applicable Department of Labor requirements and statutory requirements for submitting payrolls to the regional office of the Department of Labor and Workforce Development.
8. For projects funded with Federal Funds and subject to the Davis-Bacon Act, the Contractor may be required to submit payrolls to a federal agency for which the Owner will furnish the name and address.
9. Review requirements of Section 01 26 20 Weather Delays.
10. Discuss procedures and forms for Modifications and minor changes.
 - a. AIA forms or equivalents for Construction Change Directives and Change Orders.
 - b. Section 01 26 50 Forms for Itemization or equivalent for supporting information required for Cost Proposals.

- c. Written orders issued by the Designer for a minor change in Work.
- 11. Advise the Contractor that (a) any work performed without proper written authorization may result in nonpayment and (b) questions regarding authorization of work shall be directed to the Designer.
- 12. Review Section 01 29 76 Payment Procedures.
 - a. Applications for Payment.
 - Anticipated schedule for submittal to Designer.
 - Format using AIA Document G702 and AIA Document G703.
 - Submit two copies.
 - Appropriate attachments including attestation regarding Personnel Used in Contract Performance Section 01 29 76.13.
 - b. Retainage procedures.
 - c. Procedures for payment for stored materials.
- 13. Review Section 01 30 00 Administrative Requirements.
 - a. Survey data requirements.
 - b. Initial and early submittals as specified in the Contract Documents
 - Before the first Application for Payment, submit written communication to the Owner indicating whether the Contractor “elects” or “does not elect” to make an application to withdraw retained funds for deposit in securities.
 - Before the first Application for Payment, submit a Schedule of Values.
 - Before the second Application for Payment, submit the following information on Section 01 78 88 Report of Subcontractors and Suppliers and include identification of minority-owned businesses.
 - The names of persons or entities including those who are to furnish materials or equipment fabricated to a special design.
 - The names of manufacturers proposed for each specified major product and applicable name of installer, whether Contractor or Subcontractor.
 - Before the second Application for Payment, submit the Contractor’s written disclosure of the existence and extent of financial interests, whether direct or indirect, which the Contractor has in proposed subcontractors and material suppliers.
 - Before the second Application for Payment, submit the Contractor’s initial Construction Schedule for the Work.
 - With the initial Construction Schedule, submit the Contractor’s Schedule of Submittals coordinated with the Contractor’s Construction Schedule.
 - If required, provide two “original” copies of the Roof Bond in the amount stipulated on the bid form. Transmit one to the Owner,

separate from the agreement documents, and hold one for submittal with other Close-Out Documents at the end of the job.

- c. Required submittals of Shop Drawings, Product Data, Samples or similar submittals required by the Contract Documents and the Submittals Log. All mechanical, plumbing, and electrical submittals of Shop Drawings will be reviewed by the Owner only after it has been reviewed by the Designer and their Consultants. All other submittals of Shop Drawing review by Owner will be at the discretion of the Project Manager.
 - d. Visitors Log.
 - e. List of personnel to be contacted in an emergency.
14. Review applicable permits and regulatory approvals at local, state, and federal levels. Ensure the Contractor signs any required Storm Water Pollution Prevention Plan and provides signed copies to the Designer and Owner.
 15. Review procedures for submittal of Laboratory Reports made during construction.
 16. Discuss Project Observation Reports prepared by the Designer and advise the Contractor of a ten-day maximum response time to any deficiencies noted in the report.
 17. Discuss times and location for regular Progress Meetings administered by the Designer with participation by Contractor representatives as specified in Section 01 31 19 Project Meetings.
 18. Review Section 01 77 00 Closeout Procedures
 - a. Requirements for Substantial Completion
 - b. Final Payment
 - c. Operations and Maintenance Binders, format and contents
 - d. Construction Record Documents
 19. Advise that Liquidated Damages are contractual and shall be assessed as stipulated.
 20. Review Section 01 91 13 Commissioning, if required.
 21. Discuss additional items as determined by Owner or Designer.
 22. Take questions from the Contractor.
 23. Issue the Notice to Proceed.

6.3 NOTICE TO PROCEED

- A. Format: Use the Notice to Proceed format provided by the Owner.
- B. Completion Date: Establish the contract completion date based on the Contract Time in the Agreement and the definition of Contract Time in the General Conditions, counting days from and including the Notice to Proceed date and the date required for Substantial Completion. For example, a project with a Notice to Proceed date of June 2, 2015, and three days of Contract Time would require achievement of Substantial Completion on June 4, 2015, the date to be for the contract completion date on the Notice to Proceed.

- C. Notice to Proceed: Issue the Notice to Proceed only after Owner authorization and under the following conditions.
1. The Agreement, signed by the Owner, has been transmitted to the Contractor.
 2. Customary approvals from local regulatory authorities have been requested.
 3. Required approvals from state regulatory authorities have been obtained.
 4. A Pre-Construction Conference has been held or is at its conclusion.
- D. Distribution: Issue to the Contractor and email to the Owner's project manager.

6.4 TESTING LABORATORY SERVICES

- A. Selection and Payment: As specified in Section 01 45 00 Quality Control, testing specified to be done by independent laboratories will be at the Owner's expense, unless otherwise indicated, with testing agency selected by Designer. Submit testing agency services as an additional service.
- B. Selection Process: Prepare and submit to the Owner a written proposal for testing agency services needed for the project. The proposal may recommend preliminary studies and detailed follow-up studies. Discuss service for such with several qualified firms. Owner approval of the firm is required before the cost of services is negotiated. After negotiation and a price is agreed upon, the Designer will be given authorization to hire the testing agency to begin work. All proposals should meet the following requirements.
1. Identify firms that submitted proposals along with the Designer's recommendation.
 2. Confirm the recommended firm holds all required licenses, certificates, and registrations and is authorized to operate in Tennessee.
 3. Confirm the recommended firm meets the applicable standards, such as, but not limited to the following.
 - a. ASTM E329 for testing of construction materials.
 - b. ASTM C1077 for testing of concrete and concrete aggregates.
 - c. ASTM D3666 for testing of road and paving materials.
 - d. ASTM D3740 for testing of soil and rock.
 - e. ASTM E543 for nondestructive testing.
 - f. OSHA and EPA requirements for testing of hazardous materials.
 4. Identify a timetable for obtaining services that provides adequate time for the Owner to review and approve the qualifications.
 5. Once the Owner and Designer have a consensus on the best qualified firm then the firm will be asked to submit a cost proposal. The cost proposal should include an itemization of direct cost along with a total fee.
 6. Identify the projected maximum Owner's cost including applicable Designer multiplier.
- C. Instructions to Testing Agency: Provide testing agency with the information necessary to

conduct services including but not limited to the following.

1. Section 00 72 13 General Conditions with attention drawn to appropriate sections and Section 01 45 00 Quality Control.
2. All applicable technical specifications, addenda, change orders, and shop drawings.
3. Information regarding project access and Contractor contacts.
4. Written authorization to conduct services to defined scope, schedule, and budget.
5. Instructions that reports be provided in both hard copy and electronic .pdf format to the Owner, Contractor, and Designer.
6. Instructions that the testing agency is not authorized to release, revoke, alter, or enlarge on requirements of the Contract Documents, approve or accept portions of the Work, or perform duties of the Contractor.

6.5 DOCUMENTS FOR CONTRACT ADMINISTRATION

- A. Tracking Logs: Maintain documentation sufficient for effective and efficient administration of the contract including tracking the following.
 1. Requests for Information.
 2. Action Items.
 3. Supplemental Instructions.
 4. Modifications
 - a. Amendments
 - b. Construction Change Directives
 - c. Change Orders and related Cost Proposals
 - d. Written orders for a minor change in Work issued by the Designer
- B. Project Observation Reports: Prepare Project Observation Reports every two weeks in a consolidated digital .pdf file including the progress description text and any embedded photographs depicting the project's progress. Provide a copy of each report to the Owner's project manager a minimum of three business days prior to the next progress meeting.

6.6 DESIGNER RESPONSES

- A. Format: All responses shall be in writing. Coordinate with the Owner's project manager to identify appropriate use of digital media (e.g., email) for responses or copies of responses.
- B. Time: Provide responses within the following maximum cycle.
 1. Ten calendar days after receipt of a Request for Information from the Contractor.
 2. Five calendar days after a meeting for issuance of minutes.
 3. Five calendar days after receipt of an Application for Payment.

6.7 PROGRESS MEETINGS

- A. Administration: Schedule and administer Progress Meetings in cooperation with the Owner and Contractor. Call additional Special Meetings with select representatives as deemed necessary for specific issues.
- B. Meeting Notes: Record and distribute meeting notes to the Contractor, the Owner's project manager, and attendees within five calendar days after the meeting.
- C. Purpose: Conduct Progress Meetings as an opportunity for a general review of the progress of the Work, aimed at identifying and mitigating impediments to timely completion and providing an opportunity for the Contractor to submit Applications for Payment along with appropriate attachments and other submittals.
- D. Frequency and Extent: Conduct Progress Meetings every two weeks until final completion unless otherwise necessary and approved by the Owner.
- E. Attendees:
 - 1. Contractor representatives
 - a. Contractor's Project Manager
 - b. Contractor's Superintendent
 - c. Subcontractors' representatives as befits the agenda
 - d. Suppliers' representatives as befits the agenda
 - e. Others as desired by Contractor
 - 2. Designer representatives
 - a. A consistently assigned licensed professional to serve as the Designer's qualified representative.
 - b. Consultant representatives as befits the agenda
 - c. Others as desired by Designer
 - 3. Owner representatives
 - a. Owner's project manager
 - b. Others as desired by Owner
- F. Progress Meeting Discussion Topics: Modify and use the following suggested progress meeting discussion topics as appropriate.
 - 1. Progress since previous meeting.
 - a. Construction activity.
 - b. Project Observations.
 - 2. Projected schedule and progress until the next meeting.
 - a. Contract Substantial Completion Date
 - Original Contract Date
 - Approved Extension days
 - b. Review updated progress schedule and current Substantial Completion date.

- c. Problems, conflicts, and other impediments to timely completion.
 - d. Revisions to the schedule.
- 3. Submittals review.
 - a. Status of submittals yet to be made by contractor.
 - b. Status of submittals yet to be returned to contractor.
- 4. Project Logs review.
 - a. Requests for Information.
 - b. Action Items.
 - c. Supplemental Instructions.
 - d. Modifications.
 - Amendments and Construction Change Directives (infrequent).
 - Change Orders and related Cost Proposals.
 - Written orders for a minor change in Work issued by the Designer.
- 5. Other business, as appropriate.
- 6. Confirm time, date, and place for next meeting.
- 7. Check of record documents to ensure currency.

6.8 APPLICATIONS FOR PAYMENT

- A. Administration: Review Applications for Payment and use as a Certificate for Payment in accordance with the contract documents and forward to Owner. Reference Section 01 29 76 Payment Procedures. Review conformance of the following elements.
 - 1. Standard forms used in accordance with specifications.
 - 2. Submit one copy, signed and notarized by the Contractor.
 - 3. Properly identified project title, SBC number, application number, and period of application.
 - 4. Correct Contract Sum.
 - 5. Excludes unapproved or pending Change Orders or other modifications.

NOTE: The Contractor's Schedule of Values and Pay Applications shall not include any information or amount derived from a pending Change Order not yet approved in writing by the Owner. The Owner's written approval of a Change Proposal does not constitute approval of a Change Order.
 - 6. Appropriate amount for Total Completed and Stored to Date.
 - a. Schedule of Values, with phases, buildings, allowances, Change Orders, and other line items delineated in accordance with specifications.
 - b. Representative of work completed and materials stored with corresponding required detail information.
 - c. Off-site stored materials amounts claimed on allowances properly documented.

- d. The Total Completed and Stored to Date shall not be 100% on an Application for Payment submitted prior to the Designer's submittal of a Certificate of Substantial Completion.
7. Comparable percentages of completion and time.
8. Retainage consistent with contract documents.
9. Correct prior payments.
10. Appropriate attachments
 - a. Attestation Regarding Personnel Used in Contract Performance.
 - b. Documentation for allowances and off-site storage.
 - c. Insurance certificate(s) for off-site storage.
 - d. Consent of Surety if retainage reduced.
- B. Certification: Complete the required certification information and notation, sign, and date application.
- C. Distribution: Submit to the Owner.

6.9 CHANGES AND MODIFICATIONS

- A. Prior Communication: Facilitate appropriate and thorough communication of proposed changes with the Contractor and the Owner prior to initiating associated documents to propose or implement a change.
- B. Regulatory Awareness: Track pending changes in terms of impact to required approvals from state regulatory authorities. Process submittals for approvals as required.
- C. Budget Awareness: Track pending changes in terms of impact to the Owner's budget. Process Change Proposal and Change Order documents with a response time that will enable current and accurate budget status throughout the project.
- D. Construction Change Directives: Discuss application with Owner before initiating a Construction Change Directive. Application is generally reserved for unique situations. When appropriate the AIA form or equivalent may be used.
- E. Written Orders for Minor Changes in the Work: Conform to the contract documents in the issuance of such orders by ensuring no adjustment in the Contract Sum and Contract Time is affected.
- F. Designer Review and Transmittal of a Cost Proposal:
 1. Review and submit the Contractor's Cost Proposal prior to issuing recommendation.
 2. When the owner authorizes a final review and submit the Contractor's Cost Proposal for change and submit recommendation to the Owner as a consolidated digital .pdf file containing, in this order, (1) the Designer's cover letter recommendation, (2) the Designer's consultant's recommendation (if applicable), and (3) the Contractor's proposal with attached description and itemization of costs for Contractor and subcontractors. Each cost proposal should have its own individual letter. Cover letter contents shall include the following.
 - a. Identification of the project title, SBC number, and date of letter.

- b. The Change Proposal number.
 - c. A succinctly stated description of the change.
 - d. The Designer's clearly stated recommendation for disposition.
 - e. A phrase or two on the necessity of the change, e.g., hidden conditions, regulatory requirement, unavoidable Delays, designer omission, designer error, owner schedule modifications, owner design modifications, added scope, cost efficiencies, value added, Contractor change, or weather delay.
 - f. Clear identification of the amount of increase or decrease or no change in both the Contract Sum and the Contract Time affected by the Change Proposal.
3. Give particular scrutiny to changes with the following characteristics and provide succinct comments describing such.
 - a. Affects a change inconsistent with original design intent or scope.
 - b. Affects a critical time extension.
 - c. Involves a significant amount of money. Discuss with the Owner the amount that is "significant" for the project. Any individual change that exceeds \$500,000.00 requires special approval.
 - d. Results in individual or cumulative change approaching 10% of the original Contract Sum.
 - e. Extends overhead or damage claims.
 - f. Proposes a change after Substantial Completion.
 - g. Involves damages for delays (prohibited by the Conditions).
 - h. Assesses Liquidated Damages.
 - i. Results from Designer errors or omissions in the Contract Documents.
 4. Attach one copy of all pertinent documentation related to the change including any of the following which providing supporting information.
 - a. Requests for Information.
 - b. Supplemental Instructions.
 - c. Requests for Proposal.
 - d. Itemization(s) of Costs (both summary and detail sheets).
 - e. Schedule impact justification with supporting details
- G. Owner Review of a Cost Proposal: The Owner will respond in writing to the Designer. If approved, the Owner will instruct the Designer to include the approved cost in a Change Order to be prepared by the Designer and submitted to the Owner. The Owner will particularly scrutinize changes with the following characteristics.
1. Changes resulting in significant individual change amount or cumulative change amount approaching 10% of the original Contract Sum. The Owner must arrange for additional State budget review and approval before authorizing expenditures exceeding 10% of the original Contract Sum.

2. Extended overhead (typically prohibited).
3. Damage claims.
4. Critical time extensions.

H. Designer Preparation of a Change Order:

1. Include multiple approved Cost Proposals in a single Change Order to reduce administrative efforts. AIA Form G701 is an acceptable format.
 2. Use judgment in the preparation of Change Orders to be reasonable in both the response time and the cumulative value of Cost Proposals. Typically, the interval between Change Order submittals should be no less than four weeks.
 3. Reference each approved Cost Proposal included in the Change Order by number and affect on both Contract Sum and Contract Time.
 4. Submit one copy of the Change Order with Designer's and Contractor's original signatures to the Owner using the AIA form or equivalent.
 5. Do not submit attachments. The Owner maintains the attachments submitted with the Cost Proposal as documentation for the Change Order.
- I. Owner Review of a Change Order: The Owner will respond in writing to the Designer. If approved, the Owner will return a fully signed .pdf of the Change Order and instruct the Designer to forward to the Contractor.

6.10 SUBSTANTIAL COMPLETION

- A. Services: Provide services to support the procedures for Substantial Completion described in Section 01 77 70 Closeout Procedures.
- B. Administration of Substantial Completion Inspection:
1. After receipt of appropriate notification and documents from the Contractor, Schedule the Designer's inspection team and representatives of the Owner and Contractor representatives for the Substantial Completion inspection and administer the inspection.
 2. Where a Certificate of Occupancy (or Project Completion Form) from the SFMO is required, the SFMO, the Contractor, the Designer, and appropriate consultants, with a representative of the Owner present, conduct a final inspection of features subject to SFMO review and any deficiencies corrected as required for issuance.
- C. Substantial Completion Inspection Meeting Discussion Topics: Modify and use the following suggested discussion topics as appropriate. Reference later sections for additional information.
1. Review status of Contract Time.
 2. Review Contractor's list of items to be completed or corrected, the Punch List.
 3. Review Contractor's plans for submitting Operation & Maintenance Data Binders.
 4. Review Contractor's proposed schedule for demonstration and training for the Owner's operations and maintenance personnel.
 5. Review required occupancy and use permits.

6. Conduct inspection tour of the Work.
7. Review results of inspection using the following guidance. If the work is not sufficiently complete to allow issuance of a Certificate of Substantial Completion, discuss the date on which another inspection will be requested by the Contractor.
 - a. Discuss Punch List of incomplete construction work and documentation.
 - b. Discuss Substantial Completion certification.
 - Date to be certified (check against Contract Time requirements)
 - Extent of certification (entire project or a portion)
 - Value of Punch List
 - Time frame for completing Punch List work
 - Warranty exceptions
 - Transfer of possession and responsibilities from Contractor to Owner
 - Timeline for documentation
 - c. Discuss implications of the estimated value of Punch List work on the Contractor's current or next Application for Payment.
8. Discuss administration required to complete the Work.
 - a. Schedule Progress Meetings for the period until Work is complete.
 - b. Schedule submittal of Construction Record Documents.
 - c. Schedule the Designer's review of the status of the Work to determine readiness for Final Payment.

D. Punch List:

1. As much as possible organize the Punch List by both discipline/trade and space.
2. Format documents to facilitate prompt accurate communication of a finite list.
3. Include notations regarding Operations and Maintenance Binders and other documentation so that the punch list addresses the whole Work, and not just construction activity. After determining that the Binders are substantially complete coordinate a review of the Binders with the Owner's designated facility manager for additional comments prior to certifying Substantial Completion.
4. Gather lists from inspection team members immediately and share copies, even if they must be labeled as preliminary.
5. Compile the various lists in a comprehensive final Punch List no later than one week after the inspection, and certify the Punch List when attaching it to the Certificate of Substantial Completion. Compilation does not require consolidation.

E. Certifying Substantial Completion:

1. No later than fourteen days after the successful inspection, submit to the Owner three copies of the Certificate of Substantial Completion, all with original signatures of the Designer and Contractor. Attach a copy of the Punch List. The Punch List should not be modified or amended thereafter.

2. Use AIA Document G704 for the Certificate with the following guidance.
 - a. Show the SBC Number for the project number.
 - b. If the entire project is not being certified clearly, identify the portion that is.
 - c. Carefully note the following statement on the Certificate: “The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.” Accurately designate the date of issuance, and leave the Date for Warranties Commencement blank. Regarding any warranty that does not commence on the date of issuance, discuss such with the Owner and submit a draft for review prior to issuing.
 - d. Carefully note the following statement on the Certificate: “The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows.” Accurately state the responsibilities. A typical statement may be, “From the date of issuance the Contractor has responsibility for maintaining insurance as required by the Contract and the Owner is responsible for security, maintenance, utilities, damage to the Work resulting from the Owner’s use and all other insurance. “
3. The Owner will review and, if approved, sign. The Owner will transmit to the Designer a fully signed .pdf, for release to the Contractor.

6.11 ADDITIONAL SERVICES FOR INSTALLATION OF FURNITURE, FIXTURES, AND EQUIPMENT

1. Provide observation and field coordination of installation of all bid packages. Coordinate replacement of any damaged or unacceptable products with manufacturers.
2. Assist and advise, but not represent, the Owner in the Owner’s contractual responsibilities and communications with vendors.
3. Assist Owner in coordinating schedules for fabrication, delivery, and installation.
4. Review vendor submittals such as shop drawings, product data, and samples for conformance with requirements and prepare response for Owner transmittal.
5. Assist Owner in receipt, inspection, and acceptance/rejection of goods at time of delivery.
6. Provide field observation and coordination at appropriate intervals during installation to monitor progress and conformance to contractual requirements.
7. Provide timely assistance to the vendor and Owner to resolve unanticipated problems.
8. Review final placement and inspect for damage, quality, assembly, and function to determine conformance with contractual requirements and make recommendations for acceptance/rejection to Owner.
9. Supervise installation of artwork.

10. Review vendor invoices and make recommendations to Owner for payments.

END OF CHAPTER