



UNIVERSITY OF NORTHERN IOWA

FACILITIES PLANNING

CONSTRUCTION PHASE PROCEDURES

CONTRACTOR

March 2008

PREFACE

The information provided within this manual is merely intended as a guide in which the user may refer to throughout the construction phase of a contract awarded project at the University of Northern Iowa. This manual is intended to be used in conjunction with the specifications.

Within the manual is information relating to the various phases of a project including samples of standard documents to be used and routing procedures.

Specific questions with regard to the content of the manual shall be directed to the Owner's Construction Representative assigned to the project.

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TABLE OF CONTENTS

	<u>Page</u>
1. Introduction/Definition	1
2. Award of Contract/Pre-Construction Meeting	1
3. Keys	2
4. Application for Payment	3
5. Shop Drawings/Product Data/Samples	4
6. Proposal Request	5
7. Construction Change Directive	6
8. Request for Information	6
9. Supplemental Instructions	7
10. Change Order	7
11. Construction Progress Meetings	8
12. Testing	8
13. Substantial Completion of Construction	9
14. Project Close-Out/List of Incomplete Items/Final Observation	9
15. Project Close-Out/Acceptance/Final Payment	10

Appendix (under www.vpaf.uni.edu/fs/contractinfor/procedures_manual.shtml)

Application for Payment

Proposal Request

Construction Change Directive

Supplemental Instructions

Change Order

Progress Meeting

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1. Upon the receipt of the notice of award by the Contractor, the construction phase begins.
All correspondence with the Owner shall be through the Owners representative who shall be referred to as the Owner's Construction Representative (OCR). The construction phase ends with the acceptance of the project by the Owner. The one year warranty period begins at the date of substantial completion, unless otherwise noted on the Certificate of Substantial Completion.
2. **Award of Contract/Pre-Construction Meeting.**
 - 2.0 All projects in excess of \$1,000,000 and selected other projects will be handled using an internet based project management system.
 - 2.1 Upon receipt of the notice of award letter, contract agreement and contract performance and payment bond, the Contractor completes and signs the agreement between Contractor and Owner and the contract performance and payment bond and returns all five copies of each to the Owner. Included with these documents, the Contractor shall submit five copies of the certificate of insurance. All completed documents must be in the hands of the Owner no later than ten days after receipt of the Notice of Award. The contract time as indicated in Article 2 of the Form of Agreement starts on the date of the Notice of Award.
 - 2.2 The Contractor shall furnish to the OCR in writing within forty-eight hours after the receipt of the Notice of Award, a list of the names of subcontractors who will work on the project on forms provided. This list will be used to issue tax exemption certificates.
 - 2.3 The OCR shall notify the Contractor of the date and time of the pre-construction meeting.
 - 2.4 The Contractor shall submit a preliminary construction schedule along with a list of key on-site personnel with qualifications, and emergency contact

telephone numbers to the OCR as outlined in the Supplementary Conditions and Division 1 of the specifications. A detailed construction schedule (See Section 01 33 00 1.1) and submittal schedule (See Section 01 30 00 1.2) shall be submitted prior to the first application for payment. Construction schedules for projects greater than \$1,000,000 shall be CPM type schedules. The construction schedule shall be revised at appropriate intervals due to circumstances of the project, an updated schedule shall be submitted with each application for payment.

2.5 The Owner shall return one completed copy of the agreement between Contractor and Owner to the Contractor. No work shall commence at the project site until insurance certificates have been received by the Owner.

2.6 The Contractor superintendent along with representatives from major sub-contractors shall attend the pre-construction meeting. The OCR shall conduct the meeting. Phases and procedures during the construction time period shall be discussed at this meeting. The OCR shall take and distribute minutes of the meeting.

3. **Keys**

3.1 Any keys required by the Contractor during the construction project shall be issued upon approval of the Owner. The OCR shall determine what keys will be issued to the Contractor. Allow one week for construction cores and key requests to be processed. Building access prior to construction keying shall be arranged through OCR.

3.2 The Owner shall notify the Contractor once the keys have been prepared for issue. The Contractor shall obtain keys from the Facilities Planning office by signing a receipt stating that the keys have been received and that the Contractor is responsible for the keys issued.

3.3 The Contractor shall return the issued keys upon completion of the list of incomplete items, but no later than seven (7) days after the date the list is

completed, to the Facilities Planning office. The Owner shall issue a receipt to the Contractor stating that the keys have been returned.

- 3.4 The Contractor shall be responsible for any costs incurred by the Owner for any re-keying or changing of locks should the keys be lost by the Contractor. Re-keying or changing locks, when commenced, will not be stopped.

4. **Application for Payment**

- 4.1 The OCR shall provide the standard format for the application for payment to the Contractor. This form shall be used unless otherwise approved by the Owner. (See Appendix)
- 4.2 Prior to the first application for payment, the Contractor shall submit to the OCR and Design Professional, a schedule of values allocated to various portions of the work. This schedule, when approved by the OCR, shall be used as a basis for the Contractor's application for payment. The schedule of values shall be broken down as noted in Section 01 10 20 of the specifications including labor, materials, equipment, engineering and other areas as required by the OCR to clearly define the project. A schedule of values will not be required on unit price contract projects.
- 4.3 The Contractor, not more than once a month and as appropriate to the progress of the work, shall schedule a meeting with the Design Professional and Owner to agree on the items to be included on the application for payment. (See 01 20 00 1.3) After an agreement has been reached on the content, the Contractor shall submit four copies of the application for payment to the project Design Professional and one copy to the OCR with an updated construction schedule, simultaneously. The Contractor shall provide copies of invoices for payment of on site and off site stored material in accordance with the general conditions of the project specifications. For off-site stored materials, the Contractor shall provide insurance for said materials and storage will be at an approved location as outlined in the specifications.

5. Shop Drawings/Product Data/Samples

- 5.1 The Contractor shall prepare a submittal schedule coordinated with the construction schedule that establishes dates for submittals.
- 5.2 The submittal schedule must be reviewed and agreed to by the Design Professional.
- 5.3 The Contractor shall submit shop drawings, product data and samples for items specified in the contract documents and required for the project to the OCR and Design Professional for review as follows:

1. Owner - 4 copies
2. Design Professional - 5 copies (min. total number may vary)

The number of submittals sent to the Design Professional for review may vary depending upon circumstances of the project and the number of approved copies needed by the Contractor. The five copies noted above reflect one approved submittal returned to the Contractor, if additional approved submittals are required additional copies must be submitted to the Design Professional. Each submittal shall be numbered by the specification section to which it applies and a sub number (03300-1) by the Contractor beginning with the number one. If resubmittals are required they shall be noted with R1, R2 etc.

- 5.4 The Owner and the Design Professional shall review submittals and the Design Professional shall respond as follows (or similar language):
1. Reviewed.
 2. Reviewed with comment.
 3. Return for correction.
 4. Rejected.
- 5.5 The Design Professional shall distribute reviewed shop drawing copies as follows:

1. OCR - 2 copies
2. Contractor - 1 copy (or additional as submitted)
3. Design Professional - 1 copy, 1 copy Consultant.

5.6 Electronic submittals may be accepted for 8 ½ x 11 items. The Design Professional and OCR must agree on these electronic submittals.

6. **Proposal Request (PR)**

6.1 A proposal request is a document (See Appendix) to be used to obtain cost information from the Contractor for work items proposed to be added to or deducted from the project. A PR is not a change order nor a direction to proceed with the work.

6.2 The Design Professional (or OCR) shall send the PR when required by the circumstances of the project to the Contractor and the OCR.

6.3 The Contractor shall complete and sign the PR and then send to the Design Professional for further processing within 10 days of receipt. At the same time the Contractor shall send one copy of the signed PR to the OCR. The PR shall include a detailed breakdown of add and deduct costs as identified in Spec. Section 01 20 00.

6.4 The OCR and the Design Professional shall review the completed PR and the Design Professional shall respond as follows:

1. Recommends acceptance
2. Do not recommend acceptance
3. Other

The Owner then reviews and accepts or rejects the PR and distributes as follows:

1. 1 copy - Contractor
2. 1 copy - OCR
3. 1 copy – Design Professional

6.5 Proposal requests signed and approved by the Owner and the Design

Professional do constitute approval to proceed with the work and they shall then be incorporated into a change order as required.

7. Construction Change Directive (CCD)

7.1 A construction change directive is a document (See Appendix) to be used to obtain cost information from the Contractor for an immediate change and/or modification to the contract documents. A CCD is generally a field directed change. The Contractor shall proceed with the changes as soon as a signed copy of the document is presented to him.

7.2 The Design Professional or OCR shall send the signed CCD when required by the circumstances of the project to the Contractor and a copy to the OCR or Design Professional.

7.3 The Contractor shall complete and sign the CCD including a not to exceed price and time change if any and then send the signed copy to the Design Professional and the OCR.

7.4 The OCR and the Design Professional shall review the completed CCD. The Owner shall sign the CCD and the Owner shall distribute as follows:

1. 1 copy - Contractor
2. 1 copy - Owner
3. 1 copy – Design Professional

7.5 If the NTE price is not accepted as final, on completion of the work the Contractor shall submit a detailed time and material breakdown of actual job expenses. Detail shall be as itemized in 01 20 00 1.4 as a minimum. Including time sheets and material receipts when requested.

7.6 The final amount of construction change directives shall be incorporated into a change order.

8. Request For Information (RFI)

8.1 When the Contractor needs clarification of the drawings and/or specifications, he shall submit a written Request for Information (See Appendix) to the

Design Professional and a copy of the RFI should be sent to the OCR.

8.2 The Design Professional should respond on the same form to both the Contractor and the OCR.

9. **Supplemental Instructions (SI)**

9.1 A Supplemental instruction document (See Appendix) is a written instruction or a clarification from the Design Professional to supplement the contract documents. A SI does not change the contract sum or contract time.

9.2 The Design Professional shall send the SI as required by circumstances of the project to the Contractor for signature.

9.3 The Contractor shall sign and return the signed document to the Design Professional for copying and distribution.

9.4 The Contractor shall receive one final copy of the SI and shall complete the work accordingly.

10. **Change Orders (CO)**

10.1 A change order is a document (See Appendix) authorizing an increase/decrease in contract price or an adjustment of the contract time period. Change orders generally only include previously approved proposal requests and/or construction change directives. A single change order may include multiple PR's and CCD's.

10.2 The OCR prepares the CO, signs and sends two copies to the Contractor for signature. The Contractor signs the CO and returns both copies to the OCR.

10.3 Once the CO has been approved by the Owner, the Owner shall distribute one of the originals to the Contractor and a copy to the Design Professional. The Contractor may then include payment of the CO work via the application for payment.

11. **Construction Progress Meetings**

11.1 The Contractor shall be responsible to conduct progress meetings during the construction period. Frequency of the meeting shall be determined at the

preconstruction conference at a mutually agreed time and location. Time between meetings generally shall not be greater than two weeks. For projects with tight time constraints or other areas of concern meetings may be held weekly. When minimal work is being done, progress meetings may be held at agreed times due to circumstances of the project. The Contractor shall prepare a written agenda for each meeting, similar to the outline contained in the Appendix. The Contractor shall also provide updated copies of submittal log, RFI and PR/CCD logs and copies of the previous meeting minutes at each meeting to help track job progress. The Contractor shall also provide short term schedules for the next 4 weeks anticipated progress for all trades.

11.2 The Contractor, major subcontractors, Design Professional and the OCR shall attend all meetings.

11.3 The Contractor shall present a current updated construction schedule and submittal schedule with each monthly pay request. If construction conditions warrant, updating may be required more often as outlined in Division 1 of the specifications.

11.4 The Design Professional shall be responsible to provide electronic copies of the minutes of each progress meeting to the Contractor and the OCR.

12. **Testing**

12.1 The Contractor shall notify the OCR a minimum of 24 hours in advance of all tests whether conducted by the Contractor or the Owner's Independent Testing Agency.

12.2 The Contractor shall document the results of all tests that he performs and provide copies of the documentation to the OCR (See Div.1). The documentation must be signed by the Contractor and the OCR.

13. **Substantial Completion of Construction**

13.1 Substantial completion is the stage in the progress of the work when the work

or a designated portion is sufficiently complete in accordance with contract document so the Owner can occupy or utilize the work for its intended use.

13.2 The Contractor shall notify the OCR and the Design Professional in writing when the project or a designated portion thereof is substantially complete. A list of any incompleting items shall also be included with dates of when they will be completed. The Contractor submits two preliminary copies of the O & M Manual with warranties to the Design Professional and OCR for review. The Contractor submits as-built data to the OCR for review.

13.3 The Design Professional shall schedule a substantial completion observation upon receipt of notice from the Contractor. The Design Professional and OCR along with the Contractor shall conduct the observation and the Design Professional shall prepare a list (See Appendix) of any items found not completed or not in compliance with the contract documents.

13.4 The Design Professional shall issue three copies of the certificate of substantial completion to the Contractor for signature. The certificate shall list any responsibilities of the Contractor and Owner and shall also state the number of days allowed to complete the list of incomplete items. A copy of the list of incomplete items shall also be attached to the certificate.

13.5 The Contractor shall sign the certificate of substantial completion and send all three signed copies to the OCR for further processing.

13.6 The Owner signs the certificate and distributes a copy to the Contractor and the Design Professional.

14. **Project Close-Out/List of Incomplete Items/Final Observation**

14.1 The Contractor proceeds to complete list of incomplete items.

14.2 The Contractor shall submit TSB final payment reporting form and keys to the Owner.

14.3 The OCR and Design Professional returns operations and maintenance manuals and warranties with comments as needed to the Contractor for

revisions.

14.4 The Contractor shall submit three final sets of corrected operations and maintenance manuals with warranties to the OCR.

14.5 The Contractor shall notify the OCR and the Design Professional in writing upon completion of the substantial completion list of incomplete items and requests final observation. The Contractor shall return the list of incomplete items with each item signed off as completed and approved by both the subcontractor and the general contractor.

14.6 The Contractor shall submit final pay application to the Design Professional to begin processing.

14.7 The OCR and Design Professional conduct the final observation. The Design Professional shall notify the Contractor of any items not completed.

14.8 If items remain, the Contractor shall complete promptly so acceptance may proceed. All items must be completed prior to acceptance. Final observation shall be repeated until all items are complete. The Contractor is responsible for additional costs due to extra observations..

14.9 Thirty days or more after substantial completion the Contractor may apply for reduction in retainage as specified in the documents.

15. Project Close-Out/Acceptance/Final Payment

15.1 The OCR shall process the final pay application. Five percent of the contract amount is withheld at this time.

15.2 The Owner establishes the acceptance date and sends a letter of acceptance to the Contractor.

15.3 The Owner makes final payment to the Contractor, additional pay applications are required to release or reduce retainage