# seal-tfc-gold1300

Date:

PRECONSTRUCTION GUIDELINES

PROJECT NAME

Using Agency

Address

City, State

TFC PROJECT NUMBER: XX-XXX-XXXX

Table of Contents

[A. PURPOSE OF THE PRECONSTRUCTION GUIDELINES 4](#_Toc257013889)

[B. TEAM ORGANIZATION 5](#_Toc257013890)

[B.1. TEAM DIRECTORY 5](#_Toc257013891)

[B.2. LINES OF COMMUNICATION 6](#_Toc257013892)

[C. DOCUMENT MANAGEMENT / IMPACT 8](#_Toc257013893)

[D. SITE MANAGEMENT 8](#_Toc257013894)

[D.1. SITE LOGISTICS PLAN 8](#_Toc257013895)

[D.2. SAFETY PRECAUTIONS & PROGRAMS 8](#_Toc257013896)

[D.3. SECURITY & SITE ACCESS 9](#_Toc257013897)

[D.4. PARKING 9](#_Toc257013898)

[D.5. RESTROOMS / PORTABLE TOILETS 9](#_Toc257013899)

[D.6. FOOD / DRINKS / TOBACCO PRODUCTS 9](#_Toc257013900)

[D.7. MATERIAL STORAGE / LAY DOWN 9](#_Toc257013901)

[D.8. ENVIRONMENTAL 10](#_Toc257013902)

[D.9. CLEAN SITE 10](#_Toc257013903)

[E. PROJECT MEETINGS 10](#_Toc257013904)

[E.1. SAMPLE AGENDA 12](#_Toc257013905)

[E.2. SAMPLE SUBMITTAL LOG 13](#_Toc257013906)

[E.3. SAMPLE RFI LOG 13](#_Toc257013907)

[E.4. SAMPLE CHANGE PROPOSAL LOG 14](#_Toc257013908)

[F. SHOP DRAWING AND SUBMITTAL REVIEW 15](#_Toc257013909)

[F.1. SUBMITTAL PROCEDURES 16](#_Toc257013910)

[F.2. SUBMITTAL NUMBERING SYSTEM 17](#_Toc257013911)

[F.3. ARCHITECT'S SUBMITTAL STAMP 18](#_Toc257013912)

[F.4. SUBMITTAL CHECKLISTS 18](#_Toc257013913)

[F.4.a. ADMINISTRATIVE SUBMITTALS 18](#_Toc257013914)

[F.4.b. PRODUCT SUBMITTALS 19](#_Toc257013915)

[F.4.c. COLOR/FINISH SUBMITTALS 20](#_Toc257013916)

[F.4.d. OWNER'S RECORD SUBMITTALS 20](#_Toc257013917)

[F.5. SUBSTITUTIONS 21](#_Toc257013918)

[G. TESTING 21](#_Toc257013919)

[H. INSPECTIONS DURING CONSTRUCTION 21](#_Toc257013920)

[I. PRE-SUBSTANTIAL COMPLETION DOCUMENTATION 22](#_Toc257013921)

[J. SUBSTANTIAL COMPLETION 23](#_Toc257013922)

[K. FINAL ACCEPTANCE 24](#_Toc257013923)

[L. ADMINISTRATIVE FORMS 25](#_Toc257013924)

[L.1. LIST OF SUBCONTRACTORS 25](#_Toc257013925)

[L.2. PROPOSED CHANGE ORDER (PCO) 25](#_Toc257013926)

[L.2.a. COST ITEMIZATION 25](#_Toc257013927)

[L.3. CHANGE ORDER 26](#_Toc257013928)

[L.4. TIME EXTENSION 26](#_Toc257013929)

[L.5. APPLICATION AND CERTIFICATION FOR PAYMENT 26](#_Toc257013930)

[L.6. SUBMITTAL FORM 27](#_Toc257013931)

[L.7. REQUEST FOR INFORMATION 28](#_Toc257013932)

[L.8. ARCHITECT/ENGINEER FIELD OBSERVATION REPORT 28](#_Toc257013933)

[M. WARRANTY & GUARANTEE 29](#_Toc257013934)

# A. PURPOSE OF THE PRECONSTRUCTION GUIDELINES

The Preconstruction Guidelines were developed to acquaint all parties concerned with procedures to be used during the construction of the XX-XXX-XXXX. In addition, review of administrative requirements of the Contract, special aspects of the construction process, and other matters pertinent to a successful and timely completion of the Project are included.

The contents of these guidelines are meant to serve as an administrative aid to all parties involved in the Contract. This guideline is NOT a part of the Contract Documents. Therefore, in cases of discrepancies between these Guidelines and the Contract (documents the latter will supersede).

We as the Owner ask that the Professional Service Provider (PSP), Architect/Engineer, and Contractor carefully review these guidelines during construction and contact us with any questions concerning the proper procedures. A timely question can save us all time and energy.

***Note: As Point of reference the designation of Architect/Engineer (A/E) or Professional Service Provider (PSP) shall be one and the same party.***

# B. TEAM ORGANIZATION

## B.1. TEAM DIRECTORY



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## B.2. LINES OF COMMUNICATION

The diagram on the next page shows the chain of communication for this project, and is intended to be used as a guide for all communications. If followed by all parties, the result will be accurate and official communication.

During the course of a project, it may seem easier for the Using Agency to speak directly with the Contractor, the Contractor to speak directly with the A/E’s consultant(s), or for the A/E to speak directly with a subcontractor. This can cause misunderstandings and may result in unintended changes to the scope of work, or unapproved (and uncompensated) change orders. For example, if a subcontractor is compelled to speak with the A/E's consultant, he should do so only in the presence of the General Contractor and the A/E.

EXAMPLE:

Subcontractor's personnel observe a condition or construction detail which they think should be changed. To communicate their observation to the Owner, they should proceed as follows:

1. Subcontractor describes their observation in writing (RFI form).
2. Subcontractor submits the written description to the General Contractor for review.
3. General Contractor reviews and submits the written description, with notations as necessary, to the A/E for review and comment (RFI form).
4. The A/E reviews the issue with the Owner and consultants.
5. The A/E issues the results of the review and, if a change to the contract is necessary, the A/E issues a request to the Contractor.

All parties are urged to follow this chain of communication to achieve the common goal of a smoothly run and efficient project.

OWNER DESIGINATED REPRESENITIVE

OWNER NAME

NAME

OWNER INDEPENDENT CONSULTANTS

PROFESSIONAL SERVICE PROVIDER

(A/E)

Contract Administration Contact

XXXXX

PSP CONSULTANTS

XXXXX – Structural

XXXXX – Civil

XXXXX – MEP

XXXXX - Special

CONTRACTOR

XXXXX

Project Manager: **XXXXX**

**Project** Superintendent**:**

**Contact NAME**

SUBCONTRACTORS

SUPPLIERS

MFG

USING AGENCY

NAME:

REPRESENITIVES

# C. DOCUMENT MANAGEMENT / IMPACT

TFC / FDC utilize a Project Management system called IMPACT Team to track cost, schedule and scope items related to the project. IMPACT Team (alternatively known as the Project Website or system) is a web based system that is accessible anywhere you have a web connection. It will be used by the Owner, Architect / Engineer and the Contractor to review / submit Contractor Application for Payment request, log scope information items (RFI, ASI, PCO, Submittals, Progress Meeting Minutes, Contractor’s Daily Reports, Site Observation Reports, Testing by Third Party Consultants and general correspondence throughout the Construction period.

The TFC / FDC Project Manager will provide an overview of the system and coordinate for all parties to receive Owner system training for users logging into the system. The TFC / FDC Project Manager will also assign users with login credentials and establish levels of access.

The IMPACT Team website is: (<http://www.3di.com/impact/team_TFC>)

# D. SITE MANAGEMENT

All personnel engaged in construction projects at the site are required to comply with the Contractor’s rules and regulations. Failure to observe rules and regulations or exhibit behavior otherwise objectionable to the Owner may result in permanent expulsion from the premises. The Contractor’s rules are to be posted at the job site.

## D.1. SITE LOGISTICS PLAN

The Contractor shall provide a site logistics plan for distribution to all parties reflecting project limits of construction, site access / egress routes, office and trailer locations, designated parking for Contractor, Consultants, Owner Representatives, Subcontractors (depending on availability), dumpsters, material lay down area, designated eating / break / tobacco areas, restroom or portable toilets, site mock ups, project sign, directional and safety signage and any other items they determine applicable to management of the site. Plan is to be reviewed with project team for final approval prior to distribution.

## D.2. SAFETY PRECAUTIONS & PROGRAMS

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, in accordance with OSHA, and all applicable, regulations and amendments and shall prepare a Safety Plan and submit it for information prior to commencing work. ***Refer to UGC Article 7 / Safety*** for Governing Guidelines. Such programs and precautions shall be ongoing and continuous throughout the duration of the project, and appropriate notices shall be posted and maintained at the site by the Contractor. The Contractor shall designate a safety officer to manage such programs.

## D.3. SECURITY & SITE ACCESS

It is the sole responsibility of the Contractor to secure the construction site, and reduce the danger of injury of unauthorized personnel and loss of equipment and tools, or damage to work in place or stored materials. The Owner encourages the use of gang boxes for tool storage and securing the site when unoccupied. All site construction gates and exterior doors shall be locked when site is not occupied by Contractor.

The Contractor shall maintain at all times free access to fire lanes, and emergency & utility control facilities such as fire hydrants, fire alarm boxes, utility valves, manholes, junction boxes, fire extinguishers, emergency exits, etc.

## D.4. PARKING

Site parking is generally limited due to space limitation. All parking within the limits of construction will be designated on the logistics plan and enforced by the contractor. The available subcontractor parking will be determined by the contractor. Subcontractors may be required to utilize remote parking & carpooling when space is not available.

## D.5. RESTROOMS / PORTABLE TOILETS

The Contractor shall provide temporary restrooms or portable toilets unless otherwise designated. It is recommended that a separate woman’s toilets be provided. Use of only these facilities will be enforced by the contractor. Toilets will be located with consideration of adjacent property and maintained on a scheduled basis.

## D.6. FOOD / DRINKS / TOBACCO PRODUCTS

Designated eating, break and smoking areas shall be provided by the contractor within the limits of construction. These areas are in addition to water containers located on the project. All activities for these specific uses shall be confined to the designated areas and compliance shall be enforced by the contractor throughout the construction schedule. Adequate trash receptacles shall be provided at these locations and maintained as part of the clean site.

## D.7. MATERIAL STORAGE / LAY DOWN

Lay down / material storage for individual subcontractors shall be determined by the General Contractor and located on the logistics plan. Areas shall be maintained in an orderly manner with recommended protection in place.

## D.8. ENVIRONMENTAL

Contractor shall be responsible for management of environmental issues on site including but not limited to dust, noise, site security, control of construction related light pollution , street cleaning during inclement weather, storage or containment of hazardous materials, water discharge, storm water run-off per permit conditions related to testing or cleaning, trash monitoring, portable toilet facilities and traffic control.

Should the Contractor encounter any previously unknown potentially hazardous material during construction, guidelines indicated in ***UGC Paragraph 7.5 / Environmental Safety*** shall be utilized in resolution.

## 

## D.9. CLEAN SITE

Contractor shall assure the construction site and adjoining areas are maintained in a clean and orderly method. Adequate trash containers of size required for specific task shall be provided on site and emptied on a scheduled basis. Clean site shall include the building interior during the construction period. Provide sufficient labor force to maintain site cleanliness and organization. The plan to maintain the site shall be provided to the subcontractors.

# E. PROJECT MEETINGS

The A/E will coordinate, schedule and chair construction progress meetings. This meeting will be held to provide for a periodic review of the construction project. Items discussed will be construction coordination issues, review of the status of all submittals, requests for information, change proposals and change orders, A/E’s Supplemental Instructions (ASI), review of the Contractor's updated progress schedule, summary of work accomplished and projected for upcoming period, record drawings status, and when appropriate review for approval the monthly Application for Payment. Representatives of the following parties are generally expected to attend each meeting:

* Owner / Owner’s Designated Representative
* General Contractor (and Major Subcontractors if necessary)
* User Group Representative
* Architect / Engineer
* A/E Consultants (when necessary to resolve specific issues or discuss specified scopes of construction activities)

***\*An Attendance Log will be provided by the A/E to confirm attendance.***

The A/E will prepare and distribute an agenda at least three days in advance of the scheduled meeting. Preparation is to include contacting the Owner and the Contractor to discuss issues that need to be added to the agenda. The Contractor is requested to notify the A/E at least 24 hours in advance of each meeting of additional last minute topics he wishes to be placed on the agenda. Advance coordination with the Contractor on preparation and status of the Submittal, RFI and the Change Order Logs should also be conducted. Examples of the agenda and the A/E's logging system can be found following this page.

The General Contractor should come to each meeting prepared to give an update of the job progress for the month preceding and the month following the progress meeting, and should provide a brief written summary of this update. In addition, the General Contractor should come to the meeting prepared to discuss the following items: 1) whether each element of current work is ahead of schedule, on time, or behind schedule in relation to initial baseline progress schedule; 2) how behind-schedule work will be expedited / recovered; 3) issues related to project changes and 4) anything of significance which could affect the progress of the work. The General Contractor shall also provide up-dated record drawings and a current progress schedule at each meeting for review.

When construction Progress Meetings correspond with submittal of the General Contractor's preliminary monthly Application for Payment, the Contractor is to provide a draft of the preliminary application in advance of the meeting and bring copies of the draft to the meeting for on-site review by the A/E and ODR. In so doing, the time necessary for processing the Application for Payment will be minimized, thus facilitating expeditious payment to the Contractor. Specific instructions on how to fill out the application and other forms are covered in the "Administrative Forms" portion of these Guidelines. Only after review of the preliminary application on site and addressing any noted corrections from the site meeting can the Contractor submit the formal application for payment.

Following each progress meeting, the A/E will record the summary notes of that meeting, compile a list of those attending, and distribute copies to all concerned parties for review. Any clarifications or changes should be brought to the A/E's attention as soon as possible for correction.

## E.1. SAMPLE AGENDA

1. REVIEW MEETING NOTES FROM PREVIOUS MEETING
2. CONTRACTOR'S PROGRESS REPORT
   1. Work Completed
   2. Work scheduled for coming weeks (Minimum 2 Week Look Ahead)
   3. Delays
3. SUBMITTAL STATUS REPORT
   1. Review of most current Log
4. RFI STATUS REPORT
   1. Review of RFI Log
5. CHANGE PROPOSAL, CHANGE ORDER STATUS REPORT
   1. Review of Change Proposal Log
6. ARCHITECTS SUPPLEMENTAL INSTRUCTION (ASI) Status Report
7. NEW BUSINESS AND CONSTRUCTION ISSUES
8. REVIEW OF CONTRACTOR'S DRAFT APPLICATION FOR PAYMENT (if prepared)
9. CONFIRMATION OF NEXT SCHEDULED MEETING DATE
10. ADJOURN
11. REVIEW OF CONTRACTOR'S RECORD DOCUMENTS
12. SPECIFIC OFF LINE MEETINGS for COORDINATION / RESOLUTION

## E.2. SAMPLE SUBMITTAL LOG

## 



## E.3. SAMPLE RFI LOG



## 

## E.4. SAMPLE CHANGE PROPOSAL LOG

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# F. SHOP DRAWING AND SUBMITTAL REVIEW

***UGC Article 8 Quality Control / Paragraph 8.3 Submittals*** requires the Contractor provide a submittal, which establishes the anticipated submittal schedule/register date and acceptance date for all submittals. This schedule should to be submitted at the Preconstruction Conference. ***(NOTE: Since Contractor must provide the schedule at this meeting, this is a PM / Contractor coordination activity in preparation for the meeting.)*** The schedule must allow adequate time for review of each submittal by the Owner and A/E and consultants, and should make allowances for possible rejection(s) and re-submittal(s). It should also indicate submittals which will include requests for substitutions, and allow additional time for review of substitution requests.

It should be noted that all Submittals, regardless of source or origin, shall be furnished to the A/E for review, only when and if they have been checked and each copy signed by the General Contractor certifying contract compliance. The A/E will review all submittals and shop drawings for this project, and forward submittals and shop drawings as necessary to the Owner and consultants. ***Any submittal not showing that it has been reviewed by the General Contractor will be returned with no action taken.***

The Contractor's Certification stamp should state:

*I hereby certify that this Shop Drawing and/or Brochure has been checked prior to submittal to the A/E and that it complies in all respects, except as specifically noted, with the requirements of the Contract Documents for this Project including verification of field conditions, fit and coordination with the work.*

*Contractor Name*

*Signed: ­­­­­­­­­­­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Name of Project: Project Name\_\_\_\_ \_\_\_\_ \_\_\_*

*TFC Project Number: XX-XXX-XXXX\_\_\_\_\_\_\_ \_\_\_*

*Date: XX/XX/XX \_\_\_\_\_\_ \_\_ \_\_\_\_*

*Submittal Number: XXXXX-XX-DESCRIPTION­*

The Contractor is responsible for the accuracy and timely submission of all submittals, and for determining the priorities of the submittals as they affect the Work, including coordination of submission of separate submittals which are interrelated due to operation or color/finish selections. In order to coordinate finish, A/E may defer requiring color/finish selection, until all have been submitted.

The Contractor shall assign an identifying number to each submittal, as described in Section F.3 of these guidelines. All correspondence regarding a particular submittal shall include this number.

The Contractor shall take special care to make all submittals complete, with sufficient information for evaluation by the A/E, consultants and Owner, especially in the case of "or equal" items. If a submittal includes more than one option for size, color, operating or performance characteristics, etc., the proposed options shall be clearly marked by the Contractor. ***Acceptance of a submittal by the A/E and Owner does not relieve the Contractor from responsibility for compliance with the Contract Documents.***

The Contractor should clearly identify critical submittal items requiring long lead for mfg. and delivery to meet schedule or requiring additional coordination review meetings with the Owner, A/E and User submit these items as soon as possible to expedite the review process.

## F.1. SUBMITTAL PROCEDURES

Shop drawings shall fully identify the project, (PROJECT NAME & TFC PROJECT NUMBER) and the A/E (XXXXXX) in a title block, in the lower right hand corner. Provide a space above the title block for notations and A/E stamp and comments.

The procedure for review of Submittals shall be as follows:

1. The Contractor shall check, note any corrections and certify their review before submitting them to the A/E. The Contractor shall clearly identify all deviations from the Contract Documents. Allow adequate time for review and notations by the A/E and Consultants.
2. The A/E shall then return the Submittal with one of the following actions identified:
3. No exceptions… The submittal is acceptable as submitted; no changes are necessary. No re-submittal is necessary.
4. Exceptions noted... The submittal is generally acceptable as noted; however, all notations marked on the submittal must be complied with during manufacture or construction. No re-submittal is necessary.
5. Revise and Resubmit... Submittal may be generally acceptable, but the A/E requests that specific questions marked on the submittal data be addressed before manufacture or construction. The Contractor shall re-submit the information after corrections have been made, and/or questionable items have been addressed. Redlined drawings or product data are not acceptable as re-submittals. Submit new, clean drawings or data.
6. No Action Taken... The Submittal was improperly submitted; all copies of the submittal will be returned to the Contractor. Follow correct procedure and re-submit.
7. Submitted for Record… Submittal required or submitted for record. No action is required.

Submittal review process is from subcontractor/supplier to General Contractor, to the Architect/Engineer.

MANUFACTURER

SUPPLIER

FABRICATOR

SUBCONTRACTOR

GENERAL CONTRACTOR

CONSULTANT

ARCHITECT

GENERAL CONTRACTOR

SUBCONTRACTOR

FABRICATOR

SUPPLIER

MANUFACTURER

USING AGENCY

OWNER

Copies of each complete and approved Submittal will be posted to IMPACT by the contractor.

***Note: Contractor shall maintain one complete hard copy and Electronic Data of all returned, reviewed submittals for inclusion in the project close out documentation.***

## F.2. SUBMITTAL NUMBERING SYSTEM

The numbering system for submittals will be as follows:

Submittals are to be numbered sequentially, by the Contractor, with the specification section and the numerical order of the submittal for each spec section.

Example: 07200-01

All re-submittals will have the original submittal number plus consecutive alphabetical designation for each re-submittal as follows:

First Re-submittal:

Original Submittal Number plus A: 07200-01A

Second Re-submittal:

Original Re-submittal Number plus B: 07200-01B

## F.3. ARCHITECT'S SUBMITTAL STAMP

STAMP SUBMITTAL STAMP HERE

## F.4. SUBMITTAL CHECKLISTS

### F.4.a. ADMINISTRATIVE SUBMITTALS

The following listing is for the use of the Contractor as a guide indicating the minimum submittal items required for the project. A more explicit explanation of the format to be used in preparing submittals can be found in the general requirements and the specific product sections of the specifications.

The minimum administrative submittals required are as follows:

* Performance Bond
* Payment Bond
* Worker's Compensation
* Employer's Liability
* Comprehensive General Liability, Bodily and Property
* Comprehensive Automobile Liability, Bodily and Property
* Owner's & Contractor's Protective Liability
* Builder's Risk
* Contract Price Breakdown (Schedule of Values)
* Construction Progress Schedule
* Submittals Schedule
* Construction Reports
* Project Staffing and Resumes
* Subcontractor List

### F.4.b. PRODUCT SUBMITTALS

Following is a listing of minimum required product submittals as indicated by the specifications.

***This list was derived for the Contractor's convenience only and does NOT relieve the Contractor from complying with all contract requirements. Careful review of the specifications and drawings is still mandatory, as not all submittal items are included in this listing.***

Abbreviations of the types of submittals are as follows and may vary from project to project:

|  |  |  |  |
| --- | --- | --- | --- |
| AS | Attic Stock |  |  |
| CD | Coordination Drawing | QD | Qualification Data |
| CMD | Concrete Mix Design | R | Report |
| CT | Certification | SA | Samples - 3 of each - min |
| IQ | Installer's Qualifications | SCH | Schedule |
| MI | Maintenance Instructions | SD | Shop Drawings |
| MK | Mock-up | T | Testing |
| MQ | Manufacturer's Qualifications | TP | Test Panel |
| MS | Maintenance Stock | TR | Test Report |
| PD | Product Data | W | Warranty (Other than 1 year) |
| PIR | Preconstruction Inspection Report |  |  |

Please refer to individual project specification sections for required submittals. ***Note: Specifications may vary from project to project.***

|  |  |  |
| --- | --- | --- |
| 01 21 00 | Allowances | Invoices, Purchase Proposal |
| 01 31 00 | Project Management & Coordination | Staff assignments |
| 01 32 00 | Progress Documentation | QD, SCH (submittal & construction) |
| 01 33 00 | Submittal Procedures | SCH |
| 01 40 00 | Quality Requirements | TR |
| 01 50 00 | Temporary Facilities and Controls | SCH |
| 01 60 00 | Product Requirements | SCH |
| 01 62 00 | Product Options | Request |
| 01 71 00 | Execution and Closeout Requirements | Landfill Receipts |
| 01 77 00 | Closeout Procedures | CT, List, Record Documents, W |
| 01 78 00 | Closeout Submittals | MI, Record Documents, Samples |
| 01 79 00 | Demonstration & Training | QD, TR |
| 02 41 00 | Demolition | SCH |
| 03 06 00 | Schedules for Concrete | SCH |
| 03 31 00 | Site Clearing | Photos |
| 03 30 00 | Cast-in Place Concrete | CT, TR CMD, CT, PD, SD, TR |
| 04 22 00 | Concrete Unit Masonry | CT, IQ, PD, SA, TR |
| 05 12 00 | Structural Steel Framing | QI, PD, SD, TR |
| 05 21 00 | Metal Joist | CT, PD, QI, R, SD |
| 05 31 00 | Steel Decking | CT, PD, QI, R, SD, TR |
| 05 40 00 | Cold-Formed Metal Framing | PD |
| 05 50 00 | Metal Fabrications | PD, SA, SD |
| 05 52 13 | Pipe and Tube Railings | PD, QI, SD, TR |
| 06 10 00 | Rough Carpentry | CT, PD, W |
| 06 40 00 | Interior Architectural Woodwork | CT, PD, SA, SD |
| 07 17 00 | Bentonite Waterproofing | PD, TR, W |

### 

### F.4.c. COLOR/FINISH SUBMITTALS

Since the selection of the colors and finishes cannot commence until all required samples have been submitted to the A/E; it is imperative that the Contractor schedule his submittals accordingly to allow time for:

* Review and approval of materials
* Selection of colors and finishes (as outlined by color/finish schedules)
* Placement of material orders by Contractor

Additional sets of samples may be requested from the Contractor by the A/E for preparation of a minimum of two (2) color/finish boards. Samples will be requested on an "as-needed" basis.

The listing of items necessary for the preparation of the color/finish schedules is included for the Contractor's convenience only. The items addressed are minimum requirements only; therefore, the Contractor must still review the specifications for any additional information. This list does NOT relieve the Contractor from complying with the contract requirements.

Please refer to individual specification sections for required submittals.

### F.4.d. OWNER'S RECORD SUBMITTALS

The following listing is compiled for use by the Contractor in preparing and maintaining the "Owner's Records" and “As Constructed Drawings” for the Project. The “As Constructed” Drawings and Specifications should be maintained throughout the construction period, updated monthly prior to submission of periodic partial payment application drafts and submitted in the format called for in the respective specification sections, prior to issuance of the Substantial Completion Certificate. The Owner's Records must be received by the A/E, reviewed, and have any discrepancies corrected before the Certificate of Substantial Completion is issued and before the final application for payment can be processed.

* One (1) copy of all Drawings, and Specifications which reflect the “As Constructed” conditions and representations of the Work performed whether it be directed by addendum, Change Order, RFI, ASI or otherwise.
* One (1) copy of all Addenda
* One (1) copy of all “APPROVED” Submittals
* One (1) copy of all Contract Modifications
* All pertinent Project Correspondence

Further information regarding the above documents can be found in the ***UCG Article 6 Contract Documents / Paragraph 6.2 Requirements for Record Documents, Article 12: Project Completion and Acceptance and in specific project specification divisions.***

## 

## F.5. SUBSTITUTIONS

Requests for substitutions will be considered if they are received at the Preconstruction Conference and meet the requirements of ***UGC Article 8 Quality Control / Paragraph 8.3.5*** ***No Substitutions without Approval.*** Requests received after the Preconstruction Conference may be considered or rejected at the discretion of the A/E or ODR. Substitution requests must include evidence of conditions leading to the request, product data, samples, detailed comparisons, coordination information, Contractor’s statement of affect on schedule, cost information and certification by the Contractor.

# G. TESTING

The Contract Documents require that tests be performed on certain materials and installations to ascertain the quality of the materials and workmanship ***(Refer to UGC Article 8 Quality Control / 8.2 Testing)***. Testing is divided into:

1. Contractor Testing ***(UGC 8.2.1)***: Paid for by the Contractor
2. Owner Testing ***(UGC 8.2.2)***: Paid for by the Owner

In general, the Contractor is required to include time for required testing in the project schedule of work and to provide sufficient notice to the Owner's representative that an installation will be ready for testing, so that the Owner may arrange for the testing authority to perform such tests as specified or schedule to witness testing. Failure to provide timely notice shall not relieve the Contractor from his obligation to complete the work within the specified time period. The Owner and A/E reserve the right to witness all tests, and shall be provided with copies of all test reports.

All testing shall be performed, documented and accepted or rejected in accordance with ***UGC Paragraph 8.2. Testing***

Testing Labs:

TO BE DETERMINED

# H. INSPECTIONS DURING CONSTRUCTION

As referenced in ***UGC Article 8 Quality Control / Paragraph 8.5 Inspection During Construction***, the Contractor shall not cover up any work with finishing materials or other building components prior to providing the Owner, A/E or their agents an opportunity to perform an inspection of the work. This also shall apply to cover up of site utilities and under slab work.

I. PRE-SUBSTANTIAL COMPLETION DOCUMENTATION

The following listing is compiled for use by the Contractor in preparing the Owner's Closeout Documents for the project. This information should be submitted in the format called for in the respective specification sections at the time of Request for Substantial Completion. This documentation is complied of Administrative actions and Submittals that precede the scheduling of the Substantial Completion and are noted in the Contract Documents and the Matrix of Contractor Closeout Documentation. The listed items must be received by the A/E, reviewed, and any discrepancies corrected and re-submitted for acceptance by the ODR prior to or in conjunction with the request.

Documents requiring review for compliance and acceptance prior to request for Substantial Completion:

* Original Marked “As Constructed” Drawings and one (1) photocopy (DWF).
* “As Constructed” Field Marked Specifications and one (1) PDF copy.
* Preliminary Copy / Set of Operating & Maintenance Manual containing all O&M data required by the contract documents. Submit in three ringed binders and catalogue by specification division and one (1) PDF.
* Preliminary Set of Approved Record Submittals and Shop Drawings organized by CSI Division in labeled Banker boxes by specification division and one (1) PDF.
* Copy of all signed Warranty Certificates in separate binder catalogued by CSI Division and one (1) PDF.
* Copy of Contractor’s HVAC Test & Balance and one (1) PDF.
* Copy of Contractor’s Equipment Commissioning Manual &Start-up requirements and one (1) PDF.
* Copy of completed Owner / User Training with Attendance Log and one (1) PDF.
* List of Required Attic Stock.
* List of keys and keying data that will be transmitted with Substantial Completion.
* Affidavit stating “No Hazardous Materials have been incorporated in the Work”.
* Certificate of “No Asbestos Products”.
* One (1) copy of Dated and Signed Transmittal for Acceptance.

It is recommended that review of a checklist of required documentation for Substantial Completion be started, a minimum three (3) months prior to the Substantial Completion request, and be included as a review item on the scheduled Progress Meeting agenda in order to avoid untimely delays in acceptance/issuance of Substantial Completion.

Further information regarding the above submittals can be found in the ***UGC Article 6 Contract Documents / Paragraph 6.2 Requirements for Record Documents and in Specification Sections.***

# J. SUBSTANTIAL COMPLETION

***Refer to UGC Article 12 / Project Completion and Acceptance.*** When all Pre-Substantial Completion Documentation is completed and accepted and the Contractor considers the entire project work or part thereof Substantially Complete, it shall notify the ODR in writing that the Work will be ready for Substantial Completion inspection on a specific date. The contractor shall include with the notice the Contractor’s List indicating he has previously inspected all work associated with the request for inspection noting work needing completion or coordination and, has corrected all items where possible, and includes all items scheduled for completion or correction prior to final inspection.

The Contractor shall not request a Substantial Completion Inspection if any items on the list:

1. Prevent the building from the use to which it is intended.
2. Require more than thirty (30) calendar days to complete.
3. Disrupt use of the building completed work.

***(Exceptions to these criteria must be discussed with the ODR prior to requesting Substantial Completion.)***

The Owner and representatives will review the submitted list of items scheduled for completion and schedule the inspection or inform the Contractor in writing that the inspection is premature because the work is not sufficiently advanced or not as represented on the submitted punch list.

If the request is accepted, the A/E, ODR, Contractor and Owner / User representatives will jointly attend the Substantial Completion Inspection.

If the work is found to be Substantially Complete, the ODR will issue a Certificate of Substantial Completion to be signed by the A/E, ODR and Contractor establishing the date of completion. Provided with the certificate will be a list of items requiring completion or correction prior to Final Inspection.

If the Owner’s inspection team determines the work is not Substantially Complete at the Substantial Completion Inspection, the Contractor will be given written notice listing the cause for rejection and set a time for completion of incomplete or defective work.

Contractor will complete all designated work prior to requesting a second inspection.

The owners cost for additional inspections resulting from the work not being ready is the responsibility of the Contractor.

# K. FINAL ACCEPTANCE

Issuance of the Certificate of Substantial Completion will include a list of items requiring completion by the Contractor within thirty (30) days of the Substantial Completion date, prior to Final Inspection and before requesting a final payment.

Upon completing the items of the Substantial Completion List, the Contractor shall give notice that the work will be ready for inspection on a specified date. The Owner Representative, AE and Using Agency will review the work and if the construction work is not complete the AE will notify the Contractor in writing of open items requiring completion. The Contractor shall complete all incomplete work within seven (7) days of receipt.

When the Final List is complete, the Contractor shall notify the ODR and AE in writing noting each item as completed and items on the Final List will be reviewed. If all work is determined to be completed including all contract requirements, the ODR will issue a Certificate of Final Completion establishing the Final Completion date.

The listed items will be reviewed for COMPLIANCE / ACCEPTANCE prior to Final Acceptance.

* Two (2) Complete sets of professionally drafted “As Constructed “drawings and one (1) DWF
* Complete Set of “As Constructed” specifications in bound volumes and one (1) PDF.
* Contractor’s Written Statement regarding disposition of all items and copy of Completed Final Punch List.
* Contractor’s Written Statement of completion of Final Clean up.
* Written Statement from Contractor acknowledging conditions of ***UGC 12.3.8 Effect on Warranty****.*
* Acceptance Letter / Certificate from ODR establishing date of Final Completion.
* Consent(s) of Surety to Final Payment. Original and one (1) PDF.
* Final Release of Claims and Liens. Original and one (1) PDF.
* Affidavit of Payment of Debt Claims. Original and one (1) PDF
* Completed SWPPP Documentation and Notice of Termination (NOT). Original and one (1) PDF .
* Final Historically Underutilized Business (HUB) Plan. One (1) Copy in addition to that attached to Final Application for Payment.

The cost to the Owner of additional inspections resulting from the work not being ready for one or more of these inspections is the responsibility of the Contractor. ***Refer to UGC Article 12 Project Completion and Acceptance / Paragraphs 12.1.5.2 and 12.1.5.3 for additional clarification of failed inspections.***

Completion of all work is a condition precedent to the Contractor’s right to receive Final Payment.

# L. ADMINISTRATIVE FORMS

Documentation and record keeping for these items may vary but all listed information will be maintained in impact by the responsible party for the duration of the project. All forms are available on the TFC website and should be submitted electronically.

## L.1. LIST OF SUBCONTRACTORS

The List of Subcontractors is provided by the Contractor to the ODR and A/E as the up-to-date directory of all the subcontractors and suppliers involved in this project. This list is to be provided by the Contractor as soon as practicable after the award of the contract, and prior to the Notice to Proceed. The Contractor shall not employ any subcontractor to whom the A/E or Owner may have reasonable objection.

If the listing is revised, the Owner and A/E are to be notified as soon as possible. A change in any approved subcontractor or the addition of any new subcontractors may only be made with the written consent of the Owner.

The Contractor agrees to bind every subcontractor, and every subcontractor agrees to be bound, by the terms of the Contract.

A copy of the list of subcontractors complete with contact information shall be provided with the Close-out Documents in the O&M Manual.

## L.2. PROPOSED CHANGE ORDER (PCO)

A Proposed Change Order (PCO) is authorized by the Owner, and processed through the A/E and Contractor for pricing cost review and acceptance. It indicates a possible modification to occur in some aspect of the Work. A PCO may include additional, attached drawings or descriptions of the proposed changes. All PCO are sequentially numbered and described by the top portion (Sections A, B, and C) of the form.

<http://tfc.state.tx.us/communities/facilities/prog/construct/Changeorderform.xls>

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### L.2.a. COST ITEMIZATION

In responding to the Proposed Change Order (PCO), the Contractor will provide a Cost Itemization form showing a detailed cost breakdown for the work as indicated in ***UGC Article 11 Changes / Paragraph 11.7.2*** Contractor’s cost responses not in this format will NOT be considered. Include all back-up information from subcontractors and suppliers with this form.

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## L.3. CHANGE ORDER

A Change Order is the approval document, generated by the TFCs Project Manager through IMPACT, by which adjustments will be made to the Contract cost and/or time. ***Refer to UGC Article 11*** ***Changes*** for specific contractual information regarding Change Orders.

Final approval of all construction Change Orders will be given through signature by the Owner. Record copies of the fully executed change order will be posted in IMPACT and where requested hard copies were issued to the Contractor and A/E by the Owner.

Request for payment for items included in a Change Order may be submitted only after the Change Order has been fully executed and a detailed breakdown of the change is included in the schedule of values.

## L.4. TIME EXTENSION

The Time Extension Request Form is to be submitted by the Contractor with the Pay Application on a monthly basis when additional days are requested for approval due to delays caused by inclement weather or other such delays. Indicate dates and reasons for the delay, and attach any collaborating information.

***The Contractor is advised that per the UGC Article 9 Construction Schedules / 9.4 Ownership of Float, requires that “the contractual time for the project construction and the construction time schedule include 10% schedule float that belongs to the project consumption of the schedule float is necessary prior to the award of any additional time to the contract.”***

<http://tfc.state.tx.us/communities/facilities/prog/construct/Time%20Extension.xls>

***DO NOT submit this form for change order work.***

## L.5. APPLICATION AND CERTIFICATION FOR PAYMENT

The Application and Certification for Payment is the AIA (Latest Edition G702 and G703) form used by the Contractor for preparation of the monthly pay estimate. This form summarizes the dollar amount of the contract sum to date, executed construction change orders, and the current payment due. This certificate must be signed by the Contractor before processing by the A/E can occur. The Application is to be submitted through IMPACT for review and approval.

To minimize the time required for the Owner to process the Application, it is recommended that the Contractor shall submit a Preliminary Pay Application or Draft seven (7) days prior to the anticipated date of submittal of the formal Application. This Preliminary Pay Application or Draft will be reviewed by the Owner, A/E, Consultants, and Contractor and revised as necessary before submittal of the formal Application. The draft shall request payment only for those items previously accepted through the submittal/shop drawing process and currently on the job site, or properly stored and for labor performed to date. Upon formal submittal of pay application, A/E has five (5) calendar days to review and approve/reject the application.

***The Contractor is advised that per the UGC Article 10 Payments / Paragraph 10.3.1, “Payment for stored materials and /or equipment confirmed by the Owner and AE to be on-site or otherwise properly stored is limited to 85 percent of the Invoice price or 85 percent of the scheduled value for the materials or equipment, whichever is less.”***

Payments may be withheld by the Owner for defective work, damaged work of another contractor, failure to maintain schedule, failure to carry out work, contract balance owed is inadequate to complete the project and/or to cover fines for violation of prevailing wage law guidelines.

Prepare and submit the following documents with the Application and Certificate for Payment.

* [http://www.tfc.state.tx.us/divisions/facilities/prog/construct/construction\_pay\_voucher.xls](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/construction_pay_voucher.xls/view)
* [http://www.tfc.state.tx.us/divisions/facilities/prog/construct/constructionpaymentaffidavit.doc](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/constructionpaymentaffidavit.doc/view)
* [http://www.tfc.state.tx.us/divisions/facilities/prog/construct/ProgressAssessmentReport.xls](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/ProgressAssessmentReport.xls/view)
* [http://www.tfc.state.tx.us/divisions/facilities/prog/construct/Time%20Extension.xls](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/Time%20Extension.xls/view)

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## L.6. SUBMITTAL FORM

The Submittal form has a two-fold purpose for the Contractor. It provides a means for entering submittal information, and acts as a transmittal to the A/E. The sequence of review is more thoroughly explained in the "Shop Drawings and Submittals" portion of these guidelines, as is the numbering system for Submittals.

[http://www.tfc.state.tx.us/divisions/facilities/prog/construct/submittal.doc](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/submittal.doc/view)

Use of the form is as follows:

1. The Contractor completes the form by assigning a number to the submittal; indicating that he has reviewed and certified the submittals for compliance with the Contract Documents, and clearly indicated deviations from the Contract Documents; signs and dates the form and posts it in IMPACT for review.
2. The Architect or Engineer indicates the result of their review in the area provided signs and dates the form, and posts their comments for the Contractor in IMPACT.
3. The Contractor reviews the posted Submittal and responds to any comments for Resubmitting, or if noted as no exceptions or exceptions noted posts the approved Submittal in IMPACT for record. If returned as Revised and Resubmit, not approved or no action taken, the Contractor will make corrections and resubmit for review/approval.

The Submittal Form is to be used for Shop Drawings, MFG Product Data, and Samples. In case of physical samples, the Contractor shall post the Submittal Form with notation of Sample being provided separately for Review/Approval Process.

## L.7. REQUEST FOR INFORMATION

The Request For Information (RFI) Form is used by the Contractor when requesting an interpretation of the documents by the A/E. The submittal, review, and distribution process will be through IMPACT.

The RFI are to be numbered sequentially, by the Contractor, in the space provided. Each request should address only one issue. The Contractor should send the RFI's directly to the A/E. The A/E will forward the RFI to the Consultants if necessary. The Consultants will respond to the A/E, and the final response to the Contractor will come only from the A/E. It is understood that an RFI cannot change the contract cost or time.

## L.8. ARCHITECT/ENGINEER FIELD OBSERVATION REPORT

***Refer to UGC Article 3 General Responsibilities of Owner and Contractor / Paragraph 3.2.1 Site Visits***

The Field Observation Report form is, in effect, a log of the A/E or their consultant’s observations and actions at the job site. Copies of each Observation Report will be entered in the project file in IMPACT, designated as Documents/Observation Reports/A/E Observation Reports with notification to the Owner and the Contractor for their use.

The Field Report may include information as follows:

* Date of visit and time of day.
* Work in progress
* Weather conditions
* Representatives present at the site
* General Review and Discussion
* Observations of specific items of work supported by digital photo’s

Field Observation Reports completed by the A/E or Owner are to be filed in IMPACT project files as promptly as possible with notification sent to all parties.

# M. WARRANTY & GUARANTEE

***Refer to UGC Article 13 for complete requirements.***

Warranty period shall begin on the designated date of Substantial Completion unless otherwise specified. The Contractor shall repair all defects in materials, equipment, or workmanship reported within the warranty period. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence or as otherwise stipulated.

Warranty on equipment or components placed in continuous service before Substantial Completion will not begin until Substantial Completion regardless of any warranty agreements between suppliers and / or Subcontractors and the Contractor. The date of service commencement will be certified in the Substantial Completion Certificate.

Upon receipt of written notice from the Owner, or any agent of the Owner designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect and provide written notice to the Owner and designated agent indicating the action taken. In case of emergency where delay would cause serious risk or loss or damage to the Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, the Owner may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or it’s Surety.