

CHAPTER 6: CONSTRUCTION

6.01 APPLICABILITY TO NON-CONSTRUCTION PROJECTS

Processes described herein are applicable to construction projects. However many processes for non-construction projects are similar. Consult with the Owner for applicability to non-construction projects.

6.02 PRE-CONSTRUCTION MEETING

- A. Schedule and administer a Pre-Construction Meeting in cooperation with the Owner and Contractor.
- B. Use the A62 Pre-Construction Meeting Agenda form provided in Appendix 1 to guide preparation and administration of the meeting.
- C. Prior to the meeting, complete as much as possible of the F62 Pre-Construction Data Sheet provided in Appendix 1 and complete the remainder at the meeting.
- D. Arrange for the following 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

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4. A Pre-Construction Meeting has been held or is at its conclusion.
- B. The Notice to Proceed shall be a written order from the Designer to the Contractor, identifying the project and the Contract Time and instructing the Contractor to commence Work. The Notice to Proceed shall not delve into other subjects. For example:

"This is your Notice to Proceed, effective August 7, 2019, which is day 1 of the Contract Time. You may occupy the site and commence Work on that date."
- C. Contract Time is counted "...from and including..." the date of commencement, so the above Notice to Proceed, with 3 days Contract Time, would require that Substantial Completion be achieved on August 9, 2019.
- D. Issue the Notice to Proceed to the Contractor, and email a copy to the Owner with the completed Pre-Construction Data Sheet.

6.04 LOGS, PROGRESS OBSERVATIONS, AND FIELD REPORTS

- A. The Designer shall initiate the following logs at commencement of construction and maintain these through completion:
 1. Action Item Log to track the development and resolution of construction issues.
 2. RFI Log: to track Requests for Information.
 3. Minor Changes Log: to track ASIs, Minor Orders, and the like.
 4. RFP Log: to track the development and resolution of Requests for Proposals, proposals, change orders, and directives.
- B. Project observations by the Designer (and the Designer's consultants, to the extent necessary) shall be done at least twice each month as described below:
 1. Check whether materials, equipment, and systems are installed in a manner that meets building codes, standards, and specs, and are protected from the elements and damage.
 2. Check compliance with design criteria and standards in the Institution Specific Documents provided on the Owner's web page.
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an RFP to increase the allowance through a Change Order prior to Work being performed.

6.08 PLANNING FOR CHANGES IN WORK

- A. The Designer will be given budget information by Owner and will keep track of pending changes, their justification, and their impact on the Owner's budget. Hoarding changes over a long period for a multi-item change order might hinder the Contractor and is strongly discouraged (fu)-8.3 (us)-2 (or)TJ 0-6 0 Teste jrs stgg'srhe[

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6.09 SUBCONTRACTOR REPLACEMENT

- A. Subcontractors required by statute to be named on the bid envelope must be used in the capacity listed and changed only in accordance with State requirements. If a change must occur, require Contractor to explain in writing the reason for change and identify new subcontractor name, license number, expiration date, and classification. When possible, obtain separate written statement from the subcontractor being replaced, explaining their reasons for withdrawing and their intent to not protest the change. Forward these to the Owner with a recommendation as to whether the justification is sound, the license is appropriate, and the request should be approved.
- B. In the case of the roofing subcontractor, statute requires that they be licensed, but does not require that they be listed on the envelope. The Owner requires the listing in order to validate license compliance. However, if in the Designer's opinion the justification is sound and the license is appropriate, then the Designer can approve the substitution on behalf of the Owner, acting as the Owner's representative in accordance with Conditions and order this minor change in accordance with Conditions.

6.10 DESIGNER'S ORDER FOR A MINOR CHANGE

Orders for minor changes in work are normally issued by the Designer as Supplemental Instructions. However, the Conditions for general work require the Owner's written authorization for changes in Contract Sum or Contract Time and the Conditions for non-construction work bar the Designer from ordering changes that affect Contract Sum or Contract Time.

6.11 REQUEST FOR PROPOSAL (RFP)

- A. Using the F64 Request for Proposal form provided in Appendix 1, or a comparable industry standard form, the Designer will issue an RFP that fully and clearly deta5.9 ()0.6 (w)11ov7

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- E. A counter-proposal to an RFP from the Contractor providing cost and time for a change that differs from the RFP should be reviewed by the Designer for appropriateness and adequacy of detail. The Designer may issue a superseding RFP corresponding to the counter-proposal; or, the Designer may describe the differences in a letter recommending the change to the Owner.

6.12 CLAIMS AND PROPOSALS

- A. Claims should be dealt with in accordance with the Conditions and in as timely a fashion as possible to protect the schedule and the Owner's contingency.
- B. Claims that are continuing, such as correction of unsuitable subgrade, discovery of hidden hazardous materials, and other hidden conditions, should be evaluated to establish an anticipated upper maximum. The maximum should include extending quantity allowances for unit price work when the established base quantity is about to be exceeded as described above. Take action to formally include the ongoing corrections as a part of the Work, the Contract Time, and the Contract Sum before they are undertaken.

- C. The procedures for claims are detailed in the Conditions. The following flow chart illustrates the process

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whether delay is isolated or continuing; and, if a continuing delay, Contractor's subsequent letter detailing projected or actual full scope of delay.

2. Contractor's supporting data as follows:
 - a. Weather Delay Report and daily work logs as needed to document delay.
 - b. For weather, monthly summary of local climatological data as reported by the National Oceanic and Atmospheric Administration for the reporting station nearest the affected location. This data serves as an impartial basis for evaluating weather conditions.
 - c. If an unusual and not reasonably anticipated shipping delay, a letter from the shipper explaining the delay. If based on weather, climatological data as stated above.
- F. The Designer should respond to proposals and claims, except those that require a response in the form of an RFP, with a letter of evaluation and recommendation with the same content in the F66 Proposal Recommendation form provided in Appendix 1. Recommend a Change Order by sending the Owner an email with an

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6.13 AMENDMENTS

- A. Amendments will normally only be used in CM/GC contracts that have been already contracted for a portion of the entire planned scope. An amendment will add a major portion of scope that has been produced as a “Bid Package” and released for the CM/GC to solicit subcontractor bids and develop a proposal for increasing the Guaranteed Maximum Price. Bid packages are therefore RFPs on a scale similar to a traditional bid and amendments are modifications on a scale akin to an initial award.
- B. A CM/GC submits a GMP for amendment directly to both the Designer and Owner. The Owner may evaluate it parallel to the Designer. The Owner will require the Designer to provide a recommendation whether to award the amendment, including the following:
 - 1. Evaluation of the progression of award and amendment(s) to this point and anticipated to the end of the Contract.
 - 2. Correctness of the scope of the GMP.
 - 3. A

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4. Contract Sum must correctly reflect all executed modifications and exclude such that are unapproved or pending.
5. Total completed and stored to date.
 - a. G703 Schedule of Values with phases, buildings, allowances, change orders, and other line items in accordance with specifications.
 - b. Represents work completed
 - c. On-site stored materials evident
 - d. Off-site stored materials documented with bills of sale and insurance
 - e. Amounts claimed on allowances properly documented and identify approaching limits with more work to do
 - f. Verify work completed is consistent with the schedule
6. Retainage is correctly shown: 5% until SC, then 2% until final, then none. Individual retainage on line items of continuation sheet are not needed, but should appear for subtotals of phases.
7. Prior payments correctly shown according to actual payment, not just previous billing.
8. Signed and notarized by the Contractor.
9. Attachments appropriate for the type of payment being approved as required by Section 01 29 76 Progress Payment Procedures.
- B. If certifying an amount other than the amount for which applied, mark all affected line items in the Application and in the Continuation Sheet. An explanatory cover letter may be necessary.
- C. If in good order, the Designer should: certify all counterparts; retain one; give one to the Contractor; and provide the remaining to the Owner to facilitate timely processing.

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5. When applicable, the SFMOs Certificate of Occupancy or written assertion that it will be obtained and available prior to inspection.
 6. Written assertion that an application for payment will be submitted at the inspection.
 7. When there is Commissioning, written assertion that Commissioning requirements have been completed or will be prior to inspection.
 8. If a SWPPP applies, written statement of the status of final stabilization required under the Stormwater Pollution Prevention Plan (SWPPP) for the TDEC Construction General Permit (CGP) Notice of Termination (NOT).
- C. Use A66 Agenda for Substantial Completion Meeting provided in Appendix 1 to prepare for and conduct the inspection tour and discussion of Substantial Completion.
- D. Recommended format for punch list:
1. Members of the Designer's inspection team should organize lists by both professional discipline and space and choose means of documentation that facilitate prompt, accurate communication of a finite list.
 2. The Designer should gather the various lists immediately and share copies, even if they must be labeled as preliminary.
 3. The Designer should compile the various lists in a comprehensive final punch list no later than one w.Tc 0.0

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6.20 FINAL INSPECTION

- A. Provisions relative to final inspection procedures and payment are in the Conditions section and, for General Work in Sections 01 29 76 and 01 77 70.
- B. Schedule an inspection with Contractor and Owner upon receipt o

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