Chapter 8
CONSTRUCTION ADMINISTRATION

801 - GENERAL REQUIREMENTS
A. The Construction Phase begins with the Issue of Notice to Proceed (NTP) to the Contractor. The Consultant shall provide as a minimum the following services during Construction Administration:

1. Attend construction meetings in accordance with Project Manager’s instructions
2. Visit project site at appropriate intervals; complete observation reports
3. Review and process submittals; adhere to standard procedures established by the Project Manager regarding stamping and filing submittals
4. Interpret contract documents
5. Review and evaluate contract documents
6. Prepare and negotiate Change Orders
7. Assist Project Manager in testing, observation and final acceptance review

802 - INCONSISTENCIES IN DOCUMENTS
A. If the Consultant discovers any inconsistencies, improper cross references, omissions or ambiguities in the accepted Issued for Construction Documents, or Change Orders in the Construction Documents it shall promptly notify the University. If the University agrees that errors or omissions in those documents exist and must be corrected, the Consultant shall make the required revisions to the documents at no cost to the University.

803 - CONSTRUCTION AND PROCUREMENT MEETINGS
A. Pre-construction Conference: The Consultant shall attend the meeting set by the Project Manager. The pre-construction conference is a general review with the Contractor of all the Contract requirements. A summary or flow chart for administrative communication shall be distributed, discussed and modified as necessary, subject to approval of the Project Manager.

B. Pre-work meetings: The quality control requirements of the Contract Documents typically require the Contractor to set up pre-work meetings on each phase of work and sometimes on each trade prior to initiation of work for that phase or trade. The Consultant shall attend these meetings and ensure that its representatives are fully competent in the relevant design discipline and familiar with the Contractor’s scope of work. The Consultant’s representatives shall also be completely familiar with actual construction materials, techniques, sequences of work, etc.

C. Weekly Meetings: The Consultant shall attend weekly construction and procurement meetings and such other construction meetings that the Project Manager determines are needed to maintain construction schedules and quality. The Consultant shall include its meeting notes in the Consultant Observation Report.

D. General Communication: All parties must use every means to communicate clearly in a timely manner so as to expedite performance of the Work. Verbal, email, fax and written communication among the Project Manager, Consultant, Contractor and other interested parties is encouraged, so long as decisions and outcomes are documented in writing for approval and transmittal by the Project Manager as contractually binding communications. Email and fax communication must be confirmed with a return acknowledgement of receipt. Verbal communication must be confirmed in writing and on-site discussions documented by the Consultant in the Consultant Observation Report.

SECTION 804 - CONSTRUCTION OBSERVATION
A. **Site Visits:** The Consultant shall conduct site visits with the Project Manager and, prior to leaving the site, will verbally discuss with the Project Manager any observed defects, deficiencies and other problems and possible solutions to those problems. During these visits the Consultant shall review the quality of the work, answer questions regarding the Project design and investigate the circumstances surrounding any defects or deficiencies in the work and any other failure of the work to comply with the Contract Documents observed and/or reported by the Consultant’s personnel or the construction inspectors retained by the University. The Consultant shall also monitor any critical construction activities identified in the Contract Documents, including, but not limited to, field fabrication or forming of major work components, mockups, testing and balancing of systems, fixture installation, electrical wiring, and the installation of any corrosion control devices, waterproofing and other materials and systems.

1. The Consultant’s personnel shall have sufficient knowledge and experience to perceive construction issues and understand the design problems involved. The Consultant’s Observer shall have authority to make design decisions on site. If the Project Manager considers it necessary for the Consultant’s Observer to have more experience, the Consultant shall provide personnel with the requisite experience at no additional charge.

2. The Consultant shall review the Building Inspection Record (Form SBP-BIR), and sign the log on the back with the date as a record of construction observation.

3. Unless required by Contract, the Consultant shall not be required to make exhaustive or continuous site visits to check quality or progress of the work.

B. **Fabrication and Assembly:** The Consultant shall visit the Project sites and other sites in the 13-county North Central Colorado Urban Area where manufacturing, assembly, fabrication or similar activities are occurring (1) at intervals appropriate to the progress of construction/manufacturing (weekly or more frequently as necessary or if requested by the Project Manager), and (2) during critical construction and manufacturing processes. If visitation beyond the North Central Colorado Urban Area is required, the Consultant shall arrange for such visitations at the direction of the Project Manager.

805 - CONTRACTOR / MANUFACTURER INSPECTION AND ACCEPTANCE REVIEWS

A. **Preliminary and completion inspections:** The Consultant shall observe and document inspections to establish the completion status of the Project, including: initial inspection, completion inspection, pre-acceptance inspection and final inspection. Observe and document other preliminary and completion inspections for mockups, testing and equipment startup as required by the Project Manager. The Consultant shall prepare and submit written observation reports to the Project Manager on the results of these inspections within 24 hours.

B. **Punch lists:** The Consultant shall assist the Project Manager in the preparation of punch lists and subsequent walk-through verification that the contractor has completed the punch list work in an acceptable manner.

C. **Final Inspection and Certifications:** The Consultant shall participate with the Project Manager and University in the preparation of any final inspection certificates and documents required to close out the Contract and to facilitate final payment by the University. The Consultant shall coordinate with all government agencies, including but not limited to the State Buildings Program and Poudre Fire Authority (or local fire authority) and provide the needed information to these departments to assure the issuance of all permits and certificates of occupancy.

D. **Warranties:** Review and determine the acceptability of any written warranties and guaranties required by the Contract Documents prior to certifying the Contractor’s application for final payment.
806  - OBSERVATION REPORTS

A. Within twenty-four (24) hours after a site visit, the Consultant shall prepare and submit a written observation report to the Project Manager describing the extent of the visit and summarizing the Consultant's observations, recommendations and answers given to questions raised by the Project Manager. This report shall describe construction progress and any observed defects in materials, furnishings, equipment and workmanship or other failure of the Contractor or its subcontractors to perform the work in full compliance with the Contract Documents. The Consultant shall immediately notify the Project Manager both verbally and in writing of any issues which have potential to delay a Project if not addressed immediately. The report shall include the Consultant's recommendations for correcting observed defects, non-conforming work or performance failures.

B. The Observation Report shall be a detailed WRITTEN description and sketches of observed construction progress and performance. Photographs are encouraged as supporting illustration and for recording construction prior to covering, but photographs are NOT acceptable as a substitute for written description and annotated drawings.

C. The Consultant shall examine the Contractor's logs, diaries, reports and annotation of the Contract Documents to verify compliance with specifications regarding project “as-built” record-keeping. The Observation Report shall describe the condition, extent and timeliness of the project record.

D. The Consultant shall endeavor to protect the University against defects and deficiencies in the work performed by contractors on the Projects, including any failure of the work to conform to contract drawings and specifications. The Consultant does not have control over and is not responsible for any of the contractors' or manufacturers' construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the construction of the Projects, or for the failure of any of the contractors to perform their work in accordance with the contract documents.

807  - REVIEW OF CONTRACTOR SUBMITTALS

A. In general, all documents described in the Contract Documents and any other written communications are submitted to the Project Manager unless otherwise specified in the Contract Documents or otherwise directed by the Project Manager in writing. The Consultant's Contractor Document Submittal Report (CDSR) shall provide a listing of the number of copies and parties to which the Contractor should transmit submittals directly in order to expedite the submittal review.

B. The CDSR should contain all submittals required by the Contractor. The Contractor's submittal schedule should match the CDSR.

C. The Consultant shall be responsible for review and return of submittals to the Project Manager and Contractor within ten (10) calendar days unless notified in writing by the Project Manager.

D. The Consultant shall prepare and keep current a log of submittals indicating status of submittals, date received, date submitted to subconsultants, and date returned to CSU. The submittal log shall be available at each construction meeting for review.

1. The Consultant shall review all Contractor submittals for conformance with the design concept of the Project and the Contract Documents, including but not limited to: all drawings, specifications, samples, certificates, product data, mix designs, mockups, test data and results, test procedures and other contractor/procurement submittals required by the construction contract documents.

2. All reviews and acceptances shall be completed and submittals returned to the Project Manager within ten (10) calendar days after the Consultant receives them, unless the Project Manager has
established a shorter review period for particular submittals in writing. The returned submittal shall include the Consultant’s comments and any corrections or revisions required to obtain its acceptance. Comments shall be on the submittal, not on separate correspondence. Annotations of submittals shall be made in reproducible ink. No color high-lighting will be accepted.

3. **The Consultant shall not use shop drawings or contractor submittals to make changes to the Contractor’s Scope or correction of design errors and omissions.** Completion of the design in the Shop Drawing Process is not acceptable. The design shall be complete at time of Bid Advertisement. In the event the Consultant, during its review identifies deficiencies in Contract Documents, the Consultant shall immediately notify the Project Manager and review the issues for further direction.

E. The Consultant shall mark, sign, and date the review; the Consultant and Subconsultant review stamp shall have the following or similar marks:

1. **ACCEPTED** means that the submittal appears to conform to the Contract Documents.
2. **ACCEPTED AS NOTED** means that the submittal appears to conform to the Contract Documents after changes according to the reviewer’s comments. Resubmittal is not required.
3. **REVISE AND RESUBMIT** means that the submittal is unacceptable and shall be revised and resubmitted.
4. **NOT ACCEPTED** means that the submittal is not acceptable and that a new submittal in accordance with the Contract Documents shall be made.
5. **RECEIPT ACKNOWLEDGEMENT** means an item is received by the Project Manager but no review was made. This mark is for use in resubmitting items that were previously accepted as noted and the Contractor has incorporated the notes and wants the Project Managers’ staff to have the same material that the Contractor’s field staff is using.

F. Review of a separate item will not constitute review of an assembly in which the item functions. The University will withhold acceptance of submittals that depend on other submittals not yet submitted. Review and acceptance will not relieve Contractor from his responsibility for accuracy of submittals, for conformity of submittal document to requirements of Contract Drawings and Specifications, for compatibility of described product with contiguous products and the rest of the system, or for completion of the Contract in accordance with the Contract Drawings and Specifications.

G. The Consultant shall review and respond to Contractor and Project Manager Remedial Action Requests (RARs) and Non-Conformance Requests (NCRs) forwarded to the Consultant by the Project Manager. The purpose of these written requests is to correct deficiencies in the work.

**808 - INTERPRETATION OF CONTRACT DOCUMENTS**

The Consultant shall provide interpretations of the Contract Documents in a timely manner, using sufficient supplementary drawings, sketches, specifications and instructions to provide direction to the affected contractors.

**Request for Information (RFI):** The Contractor shall submit any requests for information or clarification of drawings and specifications to the Project Manager. The Project Manager will forward the RFI to the Consultant. The Consultant shall provide written responses to Contractor Requests for Information (RFI). Consultant response time to the RFI shall be no greater than seven (7) calendar days from receipt of RFI. If more time is needed due to complexity, the Consultant shall notify the Project Manager with the schedule and justification for extended response time. The Project Manager will forward the Consultant’s response to the Contractor.

The Consultant shall notify the University in a timely manner whether or not the answer to an RFI is a change to the Contractor’s scope of work. The answer to an RFI is NOT a vehicle or substitution for completion of the Contract Documents as required in Chapter 6. Design by RFI is not acceptable. If the
answer to an RFI constitutes a change in scope, the Consultant, a directed by the Project Manager, shall prepare a Change Request and the associated drawings, cost estimates and specifications.

Responses to requests for information shall neither authorize nor constitute time extensions or changes in Contract Amount. If the Contractor believes that the RFI response requires a change in Contract Time and/or Contract Amount, it must submit a Change Proposal (Form SC-6.312) to the Project Manager in accordance with the General Conditions of the Contract.

809 - CHANGES IN THE CONSTRUCTION WORK - ADMINISTRATIVE VEHICLES

A. **Issuing Changes to the Work:** The University may, without notification to any Contract surety, require the Contractor to perform additive or deductive changes to the Work without invalidating the Contract or the surety bond. All changes shall be accomplished by a written Change Order (CO).

B. **Emergency Field Change Order:** When a threat to life or property exists or the time to process a normal Change Order will result in substantial delay and/or cost increase, an Emergency Field Change Order (EFCO) may be issued. This is a written Change Order that can allow the work to proceed on a Not To Exceed basis for time and cost until the University and Contractor complete their negotiation and reach agreement on all the terms of a standard Change Order. The EFCO must be accompanied by a written explanation of the reason for expediting the normal CO process.

C. **Contractor Change Proposal:** The Contractor shall give the Project Manager prompt written notice accompanied by a Change Proposal (Form SC-6.312) if the Contractor:

1. receives any oral or written instructions, directives or interpretations of Contract Documents, or,
2. identifies what it believes are design errors or omissions in the Contract Documents, or
3. encounters a differing site condition; or,
4. is delayed in the progress of the Work; or,
5. becomes aware of other circumstances which it believes would require a change in Contract Time or Contract Amount.

All Contractor Change Proposals shall be dated, numbered sequentially, and shall describe the action or event, which the Contractor believes, may require the issuance of a Change Order. The Contractor shall also provide descriptions of possible actions or solutions to minimize the cost of the change and estimate the adjustment in Contract Time and Contract Amount which it believes to be appropriate.

810 - CHANGES IN THE WORK - CONSULTANT REQUIREMENTS

The Consultant shall assist the Project Manager in a timely manner to review, evaluate, negotiate, prepare and process all Changes to the Work.

A. **Change Order Bulletin (COB):** A Change Order Bulletin is a set of documents (Form SBP-6.311, specifications, drawings, and other documents) that describe a desired change to a project. The Consultant shall issue a COB for all changes, including changes proposed by the Contractor. The COB shall include, but is not limited to the following:

2. Evaluation of Schedule impact stated in days of duration and Contractor activities impacted.
3. Written statement that the COB and its documents are in compliance with all code and regulatory agency requirements.
4. **Document Preparation.** Prepare all revisions to the contract drawings and specifications required by the change. Provide copies as required in the Consultant’s “Issue for Construction” submittal requirements. Incorporate all accepted Change Orders into the CAD model as they are issued. The Consultant shall continually update all CAD drawings during the Construction Phase so all accepted changes are incorporated into the contract drawings and specifications at completion of the Construction Phase.

Place indication of the Change Order Bulletin number and the date in the title block and/or footer of the document. Bubble revisions in black ink and note with the COB number. When the Change Order is issued, the COB bubbles and annotations shall be removed from the documents. The annotation in the title block or footers will remain the duration of the Construction Contract until the Record Documents are issued. Change Order Bulletins shall be numbered sequentially. For example, COB number one issued on the 12th of March 2010 would be labeled “COB-01 12MAR10”.

5. **Upon written acceptance by the Project Manager, interim changes to the Contract Documents may be made on 8-1/2” x 11”, 8-1/2” x 14” or 11” x 17” documents. The Consultant shall provide the same quantity and type of copies as those in the Issue For Construction submittal.**

**B. Review and Negotiation of Changes:** Assist the Project Manager and University in the review and negotiation of costs and durations associated with changes and recommend acceptance or rejection of such costs and durations.

**C. Design Alternatives:** The Consultant shall prepare alternate designs and documentation to help maintain project schedule and budget when requested by the Project Manager.

**D. Code Agency Submittal:** The Consultant shall assure that all COB it develops comply with code requirements before issuing it to the Contractor. The Consultant shall submit a stamped copy of each Change Order Bulletin to the code agency and to the Project Manager.

**E. Change Analysis:** The Consultant shall evaluate whether or not the scope of work described in a third party submittal of a change is complete, what impact the change may have on other portions of the contractor's work and on construction work by other contractors, the impact of the change on schedules and an estimate of the cost of the proposed change in the work.

**F. Written Recommendations:** Provide written recommendations to the Project Manager on the desirability of the proposed change.

### 811 - CONTRACTOR SUBSTITUTIONS

**A. Availability of specified materials and products:** The Consultant shall assure that all materials and items specified are available on the market at time of bid advertisement.

**B.** The Consultant shall review, evaluate and make written recommendations on all contractor requests for the use of "or equals" and substitutions. Recommendation to deny a substitution must include specific and detailed reasons for denial.

**C.** The Contractor may ask for substitution of specified material or equipment with equal or equivalent items only under the following circumstances:

1. The Contractor provides evidence which in the Project Manager's opinion, establishes that an item of specified material is not available, or,
2. The Contractor provides evidence to the Project Manager which, in the Project Manager’s sole opinion, establishes that the specified item will have an unreasonable delivery time due to no fault of the Contractor or

3. If the Special Conditions allow the use of equal or equivalent.

D. The Contractor must submit a written request for substitution at least 30 days before the material or equipment must be ordered. The request shall describe all features of the substitution including:

1. Substitute materials or equipment size and capacity
2. Interface with other elements of the construction including utilities and controls
3. All differences from the product described in the Technical Specifications
4. Price of the specified item and the requested substitution
5. Any advantages or disadvantages of the proposed substitution.

E. If the cost of the substitution varies from the specified material or equipment, the Contractor shall so state in its submittal and if the University accepts the proposed substitution it may issue a Change Order to adjust the Contract Amount in accordance with the General Conditions of the Contract.

812 - MISCELLANEOUS SERVICES

The Consultant agrees to perform the following services whenever they are requested by the University or the Project Manager.

A. Written Opinions: The Consultant shall provide a written opinion on whether any failures by a contractor or manufacturer to perform in accordance with the Contract Documents are of sufficient magnitude to constitute a basis for terminating the contract.

B. Contractor Claims: The Consultant shall provide assistance in the review and analysis of Change Proposals and contractor claims for changes in Contract Price and Contract Time in a timely manner. This assistance shall include a written analysis of whether and to what extent a Change Proposal or claim has any basis, and if not, providing the reasons why it should be denied. The Consultant, when requested by the University, shall make its personnel available to serve as witnesses for the University in administrative or legal proceedings, which involve or relate to the design or construction of the Projects.

C. Certifications: The Consultant shall provide a Consultant’s certificate which may be required by an applicable bond ordinance or other ordinance, by any government agency providing funds for the Projects or any other local, state or federal agency with jurisdiction over the Projects, so long as it contains terms and conditions which the Consultant has a reasonable basis for certifying based on its expertise and experience on the Projects.

D. Product Records: The Consultant shall provide product and equipment record document information in electronic and hard copy format approved by the University that can be entered into the CSU facility management files.

E. Utility Incentive Program Submittals: The Consultant shall track Contractor progress with regard to ordering, delivery and installation of equipment and building components subject to utility inventive programs, and take proactive measures to assure that the documentation submittals required by the utility are obtained from the Contractor in a timely manner.

F. The Consultant shall provide other assistance and advice reasonably related to the Work it is required to perform during the Construction Phase when requested by the University or Project Manager. This assistance shall include, but shall not be limited to, assisting contractors’ coordination for work with interfacing contractors and preparing design modifications required by the Project Manager to maintain the progress of the work, design intent and quality of work.
813 – SUBSTANTIAL COMPLETION AND OCCUPANCY

A. The Consultant shall determine when the Work is Substantially Complete.

B. When the Contractor considers that, in its opinion, the Work is substantially complete and ready for inspection, the Contractor submits notification to the Consultant accompanied by a list of items yet to be completed and/or corrected. The Consultant shall review the Contractor’s list of unfinished items and shall examine the project site with the Project Manager and Contractor to evaluate the state of the Work. The Consultant shall add items found to be incomplete but missing from the Contractor’s list. If any item or quantity of items or the extent of incomplete / uncorrected Work is such that the Consultant or the Project Manager determine the Work is not substantially complete, the Contractor shall complete those items before resubmitting its notice.

C. When the list of incomplete / uncorrected Work is reduced to the point where the Consultant determines the Work to be substantially complete, the Consultant shall issue the Substantial Completion Punchlist, including the Contractor’s schedule for completing the work, and notify the Project Manager accordingly with State Form SBP-07, Notice of Substantial Completion.

D. In order for the entire or a portion of the project to be occupied, Notice of Substantial Completion must be issued (total or partial), and the following must be fully established and so noted by the Consultant on State Form SBP-01, Notice of Approval Of Occupancy:

1. All required building code inspections have been successfully completed and the respective inspectors have signed the relevant lines of the State Building Inspection Record (SBP-BIR).

2. All corrections noted on the Building Inspection Record have been completed.

3. Fire alarms, smoke detection systems and building fire sprinkler systems are operable and have been fully inspected and tested. Building fire connections are installed and operable. Poudre Fire Authority has completed its inspection and approval.

4. Utility and service connections are complete and their systems fully operational.

5. Plumbing systems have been sterilized.

6. System adjustments and testing have been completed. Test and balance reports have been submitted to the AE for approval.

7. Owner-provided equipment and furnishing has been coordinated and placed.

8. All restroom facilities are fully functional and operable.

9. All light fixtures are installed and operable. All exit lights and emergency lighting systems have been checked and are operable.

10. All windows have been glazed and ventilating windows are operable.

11. All egress routes and pedestrian access to the building are clear of construction materials and debris. Permanent access sidewalks have been installed.

12. The Project can be fully, safely and comfortably used by the University and the public, without undue interference by Contractor activities, HVAC system commissioning and other system testing that the Specifications would otherwise require to be completed prior to Substantial Completion.
13. The Project has been fully cleaned in compliance with the General Conditions and Specifications.

14. The Contractor has provided a schedule for completion of the punchlist, identifying the responsible Subcontractor and dates when completion or correction of the item will begin and finish.

E. The University has the right to take possession of and use any completed or partially completed portion of the Project, even if the time for completion has not expired and/or the Project has not been finally accepted. Such possession and use does not constitute Final Acceptance of the occupied portions of the project. Prior to any occupancy, the Consultant shall participate with the Project Manager and the Contractor in an inspection of the Work to determine whether required conditions for occupancy have been met.

F. Notice of Partial Substantial Completion and Notice of Approval of Partial Occupancy / Use may be issued for a portion of the Work as an option in the sole discretion of the University Principal Representative when equivalent required conditions for completion and occupancy of that portion have been met.

814 – FINAL ACCEPTANCE

A. The Owner makes Final Acceptance of the Work based on written verification by the Consultant that:
   1. The Notice of Approval of Occupancy/Use has been fully executed.
   2. All items on the final punch list have been completed or, if necessary, an extended schedule for correction has been established by the Contractor and the Project Manager.
   3. All damaged real, personal, public or private property has been repaired or replaced.
   4. All HVAC test and balance corrections have been completed. Updated TAB reports have been submitted, reviewed and accepted by the AE for full compliance with project specifications.
   5. Test and Verification of HVAC controls by CSU Environmental Controls has been completed and any mechanical, control and programming performance found to be out of compliance with project specifications have been corrected.
   6. The Contractor has submitted the as-built drawings, specifications and project logs to the Architect/Engineer, and the AE has reviewed the submittal for compliance with the specifications and accepted the submittal to serve as suitable for production of the Record Documents.
   7. Guarantee/Warranty documentation requirements are met.
   8. Operations & Maintenance manuals, instructions, guides and charts have been submitted. The A/E has reviewed the O&M materials for compliance with specifications and, if accepted, has transmitted to the CSU Project Manager for review and acceptance.
   9. Permanent keying, keys, access devices and instructions have been performed.
   10. Extra materials as per specifications are delivered.
   11. Contractor’s temporary work has been removed, including cleanup and debris removal.
   12. State personnel are instructed in system and equipment operations as required by contract.
   13. Final Change Orders have been executed and the Consultant has submitted a final statement of accounting to the Project Manager reflecting any adjustments to the Contract Amount, showing:
a. The original Contract or Task Amount.
b. Additions and deductions resulting from previous amendments, allowances and final quantities for unit price items. Provide detail backup for quantities.
c. Deductions for incomplete work and or damaged property.
d. Other adjustments.
e. Total Contract Amount, as adjusted.
f. Previous payments.
g. Sum remaining due

B. The Principal Representative does not authorize final payment until all items on the punch list are complete, Notice of Acceptance issued and Notice of Contractor’s Settlement Date is published.

END OF CHAPTER 8