

## **SECTION 01 31 00 - PROJECT ADMINISTRATION**

### **PART 1: GENERAL**

#### **1.1 DEFINITIONS**

- A. The term "Architect" or ARCHITECT as used throughout the contract documents, is defined in the UGC.
  - 1. On Design/Build contracts, the construction management staff may provide general administration, including management of meeting records and preparation of change orders, only with prior written approval of the Owner.

#### **1.2 RELATED DOCUMENTS**

- A. In addition to specific references indicated herein, the Contractor's attention is specifically directed, but not limited, to the following Sections and Documents, which include additional administrative requirements.
  - 1. Exhibit H - Policy on Utilization Historically Underutilized Businesses
  - 2. Owner's Special Conditions
  - 3. Section 00 73 16 - Project Insurance (ROCIP) – Not Applicable for UTD-Managed Projects
  - 4. Section 01 32 00 - Project Planning and Scheduling
  - 5. Section 01 35 23 - Project Safety
  - 6. Section 01 45 00 - Project Quality Control
  - 7. Section 01 57 23 - Temporary Storm Water Pollution Control
  - 8. Section 01 77 00 - Project Closeout Procedures
  - 9. Section 01 91 00 - Project Commissioning
  - 10. Section 23 00 00 - General Mechanical Requirements
  - 11. Section 26 00 00 - General Electrical Requirements

#### **1.3 CONTRACT SUBSTANTIAL COMPLETION**

- A. The terms "Substantial Completion" and "Pre-Final" shall be considered the same, and are used interchangeably throughout the Contract Documents.
- B. In order to obtain a Substantial Completion inspection, the contractor shall fulfill all requirements as specified in the UGC and Specification Section 01 77 00 - Project Closeout.

#### **1.4 SUBCONTRACTS**

- A. *Contractor agrees to bind every subcontractor, and every subcontractor agrees to be bound by all the terms and conditions of the Owner's Contract.*
- B. The Contractor is required to submit a list of all first tier subcontractors to the Owner as subcontracts are executed. The Owner reserves the right to approve all first tier Subcontractors.
- C. *All subcontractor procurement strategies, procedures and documents issued by the Contractor shall comply with, and enforce the Project Safety, Project Insurance and UT System Historically Underutilized Business requirements referenced above.*

#### **1.5 FLOW OF COMMUNICATIONS**

- A. The UTD Project Manager (also may be referred to as the Owners Designated Representative – ODR) or Architect (hereafter referred to as the Architect) is responsible for document control and general project administration.

The Owner's written instructions to the Contractor will generally be issued through the Architect. The Architect is the key contact for written communications.

1. On Design-Build projects, the construction management staff may provide this service if approved by the Owner prior to the Notice to Proceed for Construction Services.
- B. All subcontractor correspondence shall be routed through the Contractor. All written Contractor correspondence is to be directed to the Architect. The actual parties for this project will be confirmed at the Pre-Construction Conference.
- C. The UTD Project Manager is the (ODR) for the Project.
- D. The UTD Project Manager is the only party authorized to direct changes in the work, and issue written and/or oral instructions directly to the Contractor.
  1. All ORAL instructions must be issued by the UTD Project Manager, or in their presence, and shall be promptly confirmed in writing by the Contractor. Any oral instructions or discussions with subcontractors in the absence of the Contractor are not contractual and are not binding on either party.
- E. The Architect may issue clarification and other information not affecting the contract cost or time by means of an Architect's Supplemental Instruction form, (ASI), or similar clarification form and will be sequentially numbered. Both the Architect and the Contractor shall maintain a separate ASI register.
  1. If the Contractor considers such clarification to be a change in the contract scope, written notification of such must be provided before performing the work considered to be a change within thirty (30) calendar days of Contractor's receipt, or with the Change Order Proposal.
- F. All subcontractor Requests for Information, (RFI), are to be submitted by and under cover of the Contractor, who is to carefully review and ensure the completeness and appropriateness of the question, sequentially number each, and submit to the Architect with copies to the Project Manager. The Contractor and Architect shall maintain separate RFI logs.
- G. All project correspondence shall include the UTD project Number and Project Name in the title or reference.
- H. Pay Estimates, Requests for Information, Changes, Submittals, etc. are to be processed as instructed by the ODR.

#### 1.6 PROJECT CHANGES

- A. All changes shall be administered per the UGC.
- B. All changes to the contract affecting cost, scope and/or time will be issued as a formal Change Order to the Contract. The Change Order may include separate change issues, identified as Change Order Proposals and Field Orders.
- C. Upon authorization by the Owner, Change Order Proposals may be issued to the Architect for pricing by the Contractor. Prior to its inclusion in a Change Order, the Owner must accept a Change Order Proposal. When the Owner has approved a Change Order Proposal it will be included in a Change Order for execution.
  1. The Contractor shall summarize all costs for each change at each level of subcontractor and supplier. Additional documentation such as a break-out of material and labor costs and mark-ups for overhead and profit may be required by the Architect.

2. Where the Contractor believes it is entitled to a time extension, it shall so state as part of its response to the Change Proposal, including a justification for such request. Time extensions will be granted only if a Change Order Proposal affects the activities on the Critical Path of the Owner approved Project Schedule (i.e., when the work impacts the "Contract Substantial Completion Date").
3. If the Owner and Contractor cannot mutually agree upon a fair and reasonable cost and time settlement, the Owner may: 1) Reject the quotation and void the Change Order Proposal, 2) Issue instructions to the Contractor to proceed on a time and material basis for a price to be determined later not to exceed a fixed maximum dollar and time, or 3) Issue a Unilateral Change Order.
4. The Owner may issue Field Orders directly to the Contractor for minor changes to the contract, which can be negotiated in the field. Pricing backup shall be the same as a Change Order Proposal.

#### 1.7 LIQUIDATED DAMAGES

- A. If assessed, liquidated damages will be withheld from progress payments beginning with the first payment after the adjusted Contract completion date and until all work of the contract is complete. The amount assessed shall be deducted from the contract price through a written Change Order.

#### 1.8 SITE USE ISSUES

- A. Harassment of any kind toward any person will not be tolerated; offending workers will be removed from the project immediately and permanently.
- B. The Contractor shall provide a program plan for worker orientation, identification and control of access to the site. All workers on the project shall participate in this program before beginning work on the project.

### **PART 2: PRODUCTS**

#### 2.1 SHOP DRAWINGS AND SUBMITTALS

- A. Refer to the UGC for requirements not identified in this section.
- B. The Contractor shall assign an identifying number to each submittal following a format to be established at the Pre-Construction Meeting. The same number with a numerical or alphabetical suffix will be used to identify re-submittals.
- C. The burden of timeliness to complete the submittal process is on the Contractor. The Contractor shall allow sufficient time within the construction schedule to the Architect and Owner to review and approve all submittals, including time for all re-submittals on any unaccepted/rejected submittal.
- D. Any deviation from the Contract Documents shall be conspicuously noted on the submittal and the transmittal cover sheet. Failure to so note deviation will void any action taken on the submittal.
- E. All manufacturer's data contained within the submittal shall have all inapplicable features crossed out or deleted in a manner that will clearly indicate exactly what is to be furnished.
- F. Equipment of larger sizes than shown, even though of a specified manufacturer, will not be acceptable unless it can be demonstrated that ample space exists for proper installation, operation, and maintenance.
- G. The Owner will not be responsible for payment of any item that has not been submitted and approved through the established submittal process.

- H. The exact number of submittal copies required for distribution will be determined at the Pre-construction Meeting.

## 2.2 SUBSTITUTION OF MATERIALS, LABOR AND EQUIPMENT

- A. Refer to the UGC for requirements not identified in this section.
- B. The specified products referenced in the Contract Documents establish minimum qualities for which substitutions shall at least equal to be considered acceptable. The burden of proof of equality rests with the Contractor. The Owner retains sole authority for acceptance of substitutions.
- C. All substitutions shall be submitted within 90 days of the Notice to Proceed for Construction and clearly marked as such on the transmittal cover sheet for the submittal.
- D. The Contractor shall allow a minimum of 4 weeks for review of each substitution by the Architect and/or Owner in addition to the requirements identified in Section 2.2.C above.
- E. When requested by the Architect, the Contractor shall provide a sample of the proposed substitution item. In some cases, samples of both the specified item and the proposed item shall be required for comparison purposes.
- F. Acceptance of materials and equipment will be based on the supplier/manufacturer's published data and will be tentative subject to the submission of complete shop drawings and/or specifications indicating compliance with the Contract Documents. Acceptance of materials and/or equipment under this provision shall not be construed as authorizing any deviation from the Contract Documents, unless specifically directed in writing from the Architect.
  - 1. Any and all additional costs or time resulting from the acceptance or rejection of any substitution shall be the sole responsibility of the Contractor. These include costs that are not presented at the time of the substitution request and those costs that become known after the approval of the substitution. This includes direct as well as indirect costs.
- G. If a substitution is accepted, and the substitute proves defective, or otherwise unsatisfactory as determined by the Owner for the service intended within the guarantee period, the substitute shall be replaced with the material or equipment specified in the Contract Documents, or as approved by the Owner, at no additional cost to the Owner.

## 2.3 INITIAL APPLICATION FOR PROGRESS PAYMENT

- A. The Contractor shall submit an initial request for a progress payment per the UGC.
- B. Such requests shall be presented on the AIA Forms G702 and G703 Application and Certificate for Payment and Schedule of Values.
- C. The Contractor's Project accounting records shall be kept on the basis of generally accepted accounting principles in accordance with cost accounting standards issued by the Federal Office of Management and Budget Cost Accounting Standards Board and organized by each Application for Payment period.
- D. Prior to the submission of the initial Application for Payment the Contractor shall submit the following documents to the Architect, Owner for review:

1. Contract Price or GMP Schedule of Values: A single document itemizing the breakdown of the Contract Price/GMP, including general conditions, contingencies and allowances shall be submitted using the AIA Standard Schedule of Values format. The Contractor shall submit a draft breakdown and such submittal shall be a condition precedent to the processing of the first payment application. The Contractor shall submit subsequent draft copies of the Schedule of Values no later than 5 working days prior to formal submission of each monthly payment.
    - a. The breakdown shall follow the trade divisions of the specifications and shall be itemized by submittal, floor, area, elevation or other building systems, as a minimum. The breakdown shall include a labor and material breakdown for each activity and be of such detail as may be required by the Owner and/or Architect, but in general shall limit each line item to less than \$100,000, or as approved by the Owner.
    - b. No adjustment to the original detailed breakdown of a contract line item shall be made once accepted by the Owner and Architect. Once accepted, the breakdown will form the basis for all periodic payments.
      - 1). Contracts with Construction Manager at Risk or Design/Build Agreements may adjust the detailed breakdown of a General Conditions line item if the total invoices for a General Conditions line item exceeds 100%. A corresponding amount shall be deducted from another General Condition line item(s) or the Construction Phase Fee to pay for the overage.
    - c. The Contractor shall not use subcontractor invoices/pay applications in lieu of a single Schedule of Values from the Contractor.
    - d. The breakdown shall anticipate future Change Orders and make provisions for incorporating all changes into the breakdown listing. If issued, Change Orders shall be identified separately and shall itemize the GMP Change Orders, Change Proposals and/or Field Orders, which are incorporated into each Change Order for payment on a line-item basis as required by this section.
    - e. Contracts with Guaranteed Maximum Price proposals shall repeat the process outlined in this section every time a subcontract is added to the monthly Schedule of Values for payment.
  2. Work Progress Schedule: Refer to specification section 01 32 00 for all project schedule requirements.
  3. Shop Drawing/Submittal Schedule: The Contractor is to provide the Owner and Architect with a Submittal Schedule of all items requiring submittal review showing their anticipated submission date and late finish date for completion of the review process. This Schedule shall be incorporated with the Work Progress Schedule, and each will be updated monthly and submitted to the Architect and Owner with each draft payment request.
- E. Once the line item amounts are agreed to by the Owner and the Contractor, the Contractor is to submit a copy of the formal application to the Architect, utilizing the Standard AIA forms, with original signatures of an officer of the contracting firm and original notarization. The Contractor shall furnish a certificate designating a person(s) who has authority to sign pay applications on behalf of the firm if such is not an officer of the firm.
1. At a minimum, the Contractor shall provide attachments to each month's payment request as follows:
    - a. Copies of the monthly HUB Progress Assessment reports (Attachment H to Exhibit H, as required)
    - b. Copies of the updated Submittal Schedule
    - c. Copies of all invoices required by the contract.

- d. Copies (paper and electronic) of the updated Work Progress Schedule as specified in Specification Section 01 32 00.

#### 2.4 MONTHLY APPLICATION FOR PROGRESS PAYMENTS

- A. For regular monthly applications for payment, the Contractor shall submit for review and approval a draft payment request to the Architect no less than 5 working days prior to formal submission. The Contractor shall be prepared to review the draft copy at the project site with the Owner and the Architect. Failure to comply with the requirements outlined in Section 2.3 above shall relieve the Owner from its obligation to make payments on any/all line items until the Contractor meets all requirements.
  - 1. Payments cannot exceed the contract, work in-place, or subcontract amounts as depicted on Schedule of Values line items.
  - 2. All as-built drawings shall be reviewed to ensure updates are current.
  - 3. All off-site stored materials shall be specifically identified, including the required documentation, photographs, insurance and arrangements for the Contractor to escort the ODR to visit and personally verify the stored material is physically separated and secure from other material.
- B. Requests for payments in association with release of, or reduction in retainage or completion of work have additional requirements as outlined in the UGC.
- C. The Owner may withhold Progress Payments in accordance with the UGC.

#### 2.5 PROCUREMENT OF SUBCONTRACTS (CONSTRUCTION MANAGER AT RISK AGREEMENTS AND DESIGN-BUILD AGREEMENTS ONLY). [RESERVED FOR POSSIBLE FUTURE USE BY UTD.]

#### 2.6 AS-BUILT DRAWINGS AND RECORD DOCUMENTS

- A. "As-Built" drawings, specifications, detail manuals, and submittals shall be continuously annotated by the Contractor to reflect actual record conditions, addenda, issuance of all Change Orders and clarifications, and actual dimensional records for underground and all other services.
- B. Maintenance of current documentation by the Contractor is required in order to process pay applications. The Architect will review the status of such documentation monthly, at a minimum.
- C. Refer to Specification Section 01 91 00 – Project Commissioning for requirements regarding the Commissioning and Closeout Manual tracking of these documents.
- D. Refer to Specification Section 01 77 00 – Project Closeout Procedures for detailed instructions on As-Built Drawings, Specifications, O&M manuals and other records.

### **PART 3: EXECUTION**

#### 3.1 PRE-CONSTRUCTION MEETING

- A. A Pre-Construction Meeting will be held prior to the start of construction. Representatives of the Owner, Contractor, and stakeholders of the project shall be invited to attend.

- B. The Owner will schedule a Pre-Construction Meeting to generally coincide with issuance of Notice to Proceed for Construction. The conference agenda will cover broad project issues followed by detailed review of administrative procedures.
  - 1 The UGC requires the Contractor to comply with the Owner's administrative requirements as outlined herein and as reviewed at the Pre-Construction Meeting.
    - a. For projects with Guaranteed Maximum Price contracts the Owner may require a Pre-Construction Meeting prior to Notice to Proceed Construction.
    - b. For projects with Guaranteed Maximum Price contracts and multiple bid packages, the Owner may schedule additional Pre-Construction Meetings to include any subcontractors added to the project after the initial Pre-Construction Meeting.
- C. Attendance may be required as determined by the Owner at the meeting by all appropriate representatives of the Contractor, mechanical, electrical, plumbing subcontractors, and any additional subcontractors (proposed or engaged), whose scope of work represents 5% or more of the total construction cost. The Contractor shall request all HUB subcontractors also be represented. Each firm is to be represented by personnel directly involved in the Project, including Project Managers and Project Superintendents or labor foremen, as a minimum.
  - 1. Project representatives of the Contractor and all other parties directly involved with the processing or executing of project submittals, changes and/or payments should attend the meeting.
- D. Prior to the scheduled time of the Pre-Construction Meeting, the Contractor is to provide the Architect a written outline of all involved firms, their key personnel, including email addresses and phone numbers.

### 3.2 OWNER'S WEEKLY PROJECT PROGRESS MEETINGS

- A. In addition to specific coordination meetings, pre-installation contractor meetings for each element of work, and other project meetings for other purposes; the Owner may require weekly Project Progress Meetings
- B. The Contractor shall provide an updated Project Schedule at each Progress Meeting.
- C. Owner weekly Project Progress Meetings are to include review of Contractor's updated project schedule and forecast of operations for coming period, as well as issues of coordination, anticipated utility outages, status of requested change proposals and other cost impact issues, status of the Commissioning process, status of the HUB Plan, and other project issues.
- D. The Contractor and Architect shall provide separate tracking logs for submittals, RFIs, ASIs, and changes in a package for each primary meeting participant. On Design/Build contracts, a single set of tracking logs may be utilized if accepted in advance by the Owner.
- E. This meeting will be chaired by the Contractor and/or Owner at the Owner's request. The Contractor shall be specifically prepared to discuss the following at each Progress Meeting:
  - 1. Status of all activities appearing on the current Project Schedule and also review all activities scheduled to occur during the next 3-week period.
  - 2. Status of Project Safety;
  - 3. Status of "action" items from the previous meeting;

4. Status of Buyout on Guaranteed Maximum Price projects;
  5. Current status of product submittals and shop drawings, requests for information (RFI), and Architect's clarifications (ASI);
  6. Status of project changes and other items of significance, which could affect progress;
  7. Status of the Commissioning process for the project.
- F. The Owner may require the Contractor and/or the Architect to record the minutes of the weekly progress meetings.
- G. In addition to the weekly progress meeting, the Owner may also schedule bi-monthly, weekly, or other project meetings at various stages of the project as conditions may dictate. However, the complete report requirements noted above will apply only to the weekly project progress meetings.
- 3.3 UTILITY OUTAGES
- A. The Contractor shall notify the Owner, in writing, of any planned utility outages 5 working days in advance.
  - B. A standard form, provided by the Owner, for a request for utility shutdown or any other campus disruption is required.
- 3.4 THE CONTRACTOR SHALL NOT TURN SERVICE ON OR OFF, WITHOUT PRIOR WRITTEN AUTHORIZATION. UNLESS DIRECTED OTHERWISE, THE PHYSICAL PLANT WILL TURN SERVICES ON AND OFF.
- 3.5 TESTING
- A. Refer to the UGC and Specification Section 01 45 00 for additional requirements.
  - B. The Contractor shall not employ the same testing entity engaged by the Owner.
- 3.6 INSPECTIONS
- A. Refer to the UGC and Specification Section 01 45 00 for inspection requirements.
- 3.7 FINAL ACCEPTANCE AND PAYMENT
- A. The Contractor must notify the Architect, Owner, in writing that the Work will be ready for final acceptance verification on a definite date, a minimum of 5 working days prior to such proposed date.
  - B. In addition to requirements noted for Substantial Completion, final payment and/or release of remaining retainage requires submission of the following:
    1. Consent of Surety;
    2. Release of Liens and Claims;
    3. Affidavit of payment of Debts and Claims;
    4. Final Historically Underutilized Business Plan;
    5. Completed and signed SWPPP Notice of Termination;
    6. Closeout of the Owner's Construction Contingency and/or Owner's Special Cash Allowance to a zero (\$0) balance.
  - C. Refer to UGC and Section 01 77 00.



### 3.8 ONE YEAR WARRANTY

- A. If informed of a defect, the Contractor shall remedy the defect at its own cost and respond in writing to the ODR and the notifying party within 5 working days indicating the action taken to resolve the defect. Refer to the UGC.
- B. The Contractor shall attend any and all meetings to resolve warranty issues. The Contractor will provide a tracking log of all warranty issues, and their resolution.
- C. The Contractor shall participate in an end of warranty project review with the Owner, as scheduled by the ODR, at a time prior to termination of the warranty period.
- D. Per the UGC and unless directed in writing by the Owner, all warranties shall use the date of Substantial Completion as the start date for that particular warranty.
  - 1. If any equipment and/or system are completed prior to the date of Substantial Completion, the Contractor shall provide, at their own cost, for the necessary warranty extension as required to meet the requirements of the UGC.
  - 2. All equipment shall be delivered to the Owner in an “as-new” condition. If equipment is put into service for the convenience of the contractor, the contractor shall, at their own expense, maintain, service and refurbish the equipment to “as-new” condition prior to delivery to the Owner.

END OF SECTION 01 31 00

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

Date	Paragraph Revised