



FLORIDA POLYTECHNIC
UNIVERSITY

CONSTRUCTION PROJECTS GUIDE

FOR
CONSTRUCTION MANAGER AGREEMENTS
GENERAL CONTRACTORS
DESIGN/CONSTRUCTION SERVICES TEAM
CONSTRUCTION ADMINISTRATION

Revised, March 2018
Facilities & Safety Services

CONSTRUCTION PROJECTS GUIDE

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All references to an "Article" within the body of this guide, relate to the Agreement for Construction Manager Services for those Construction Manager's that are under contract with The Florida Polytechnic University Board of Trustees.

CONSTRUCTION PROJECTS GUIDE

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*Please request construction project forms from the Department of Facilities & Safety Services.
Thank you.

CONSTRUCTION PROJECTS GUIDE

SECTION I - CONSTRUCTION MANAGER CONTRACT

This Construction Projects Guide provides information in the execution of an agreement with The Florida Polytechnic Board of Trustees for Construction Management Services or for General Contractors and to establish procedures for the administration of construction projects, including negotiation, contracting and payments. This guide coincides with the Agreement for Construction Manager Services contract (if applicable).

The terms “Construction Manager” and “Contractor” used herein and attached Exhibits and References have the same meaning and describe the same party to the Agreement and are used interchangeably. The terms “University” and “Owner” have the same meaning and describe the same party to the Agreement and are used interchangeably.

Upon approval of the selection, the University schedules the negotiation meeting with representatives of the selected firm and the University. The University transmits to the selected firm the standard Agreement, the General Conditions of the Contract for Construction and a copy of this procedure. Or, if the University is utilizing a Continuing Service Provider under contract with Florida Polytechnic University, the “Construction Manager” will be contacted to bid on the project. The University directs the selected firm to prepare a proposal for preconstruction services.

Representatives of the University meet with the selected firm to negotiate the preconstruction portion of the contract. If negotiation with the first ranked firm is unsuccessful, the University may terminate negotiations with that firm and begin negotiation with the second ranked firm. If negotiation with the second ranked firm is unsuccessful, the University may terminate negotiations with that firm and begin negotiation with the third ranked firm. If negotiation with the third ranked firm is unsuccessful, the University may terminate negotiation with the third ranked firm, and may select additional firms from the original pool or re-advertise the project. At any time during the negotiation process, the University may terminate negotiations entirely and reconsider the use of Construction Manager or Design/Construction Services Team services for the project.

The Construction Manager shall comply with the general restrictions on access to and use of university sites, building and surroundings, and security procedures for tools, materials and individuals within the work place. No exterior lay-down of storage of materials will be allowed at FPU Campus on-site trailers.

Facilities and Safety Services has guidelines, standards and expectations when providing services for capital projects for the University. This document is to be used in conjunction with other FPU documents in the provision of services to the University and is subordinate in the order of precedent as follows:

- FPU Design Services Guide
- FPU Campus Design & Construction Standards
- FPU General Terms & Conditions
- FPU Administration Manual/ Building Code & Safety

If a potential difference is observed, the direction provided within the order of precedent above shall take precedence and it should be brought to the attention to of the University Project Manager.

SECTION II - PRECONSTRUCTION PHASE

Preconstruction Phase fees are negotiated as a lump sum amount, with fees associated with individual deliverables. Upon approval of the deliverable, the contracted firm may invoice the amount stated in the contract for that deliverable. The form to be used is [Pre-Construction Invoice](#). One original invoice and an electronic copy, are to be submitted to the University Project Manager & Project Administrator. If any additional services have been authorized in writing by the University, a copy of the authorization (and supporting documentation, if required by the authorization) must be attached to the invoice.

The (CM) shall provide pre-construction deliverables for each Project, consisting of a proposal with project milestones mutually agreed to by the parties, at Schematics, Design Development, 50% Construction Documents, or 100% Construction Documents together with a Guaranteed Maximum Price proposal as written in the CM Agreement (Article 3.2.1 – 3.2.10), including a Project construction schedule, detailed cost estimate and review of designs during their development. The (CM) shall work with the A/E and Owner regarding construction documents as they are prepared and recommend alternative solutions whenever design details affect construction feasibility, cost or schedules. The CM shall run all conduit, cabling and terminations for all minor projects unless agreed to by the University Project Manager.

The Construction Manager shall develop detailed “scopes of work” for each division that the project will need for the bid process to assist the supplier in providing an accurate proposal. As the scopes are written, the CM will send to both the Owner and A/E for review and comment.

The Construction Manager shall develop Trade Contractor interest in the project and conduct pre-bid meeting with interested bidders to review the documents and take competitive bids on the Work of the various Trade Contractors; or, if authorized by the owner in writing, negotiate for the performance of that Work (Article 3.3.3). Owner reserves the right to attend any pre-bid meetings and must be informed in advance of the date/time/location. The University ensures that the contracted firm publicly advertises for each bid package (unless otherwise agreed upon).

The Construction Manager shall take Trade Contractor bids for all Work except as follows: (dollar value for each Trade Contractor, not total project cost)

- | | |
|------------------------------|--|
| A. \$0 to \$4,999 | one written quote, confirmed as reasonable in scope, pricing and detail |
| B. \$5,000 - \$74,999 | two written quotes, confirmed as reasonable in scope, pricing & detail |
| C. \$75,000 | Two (2) sealed, formal competitive bids confirmed as reasonable in scope, pricing and detail. |

- The University requires the CM to pre-qualify all bidders and develop bidders’ interest in the Project.
- The CM must write scopes as they relate to the Project and submit to the University and A/E for review and approval.
- A bid close date and time must be established in writing and advertised. Advertisement shall be provided to the University Project Manager.
- Advertisement time frame is dependent upon scope of project and will be determined between

Owner and Construction Manager; however, a minimum of three days is mandatory.

- All bids must be sent to the Construction Manager of Record - main address.
- While the bid openings are not required to be public, a University Project Manager or representative must be present when the Construction Manager opens bid packages.
- All bids that are received after the posted bid date and time will be rejected.

Pre-Bid Meetings:

Pre-bid meetings and/or site visits may be held for certain trade packages depending on the scope, complexity, schedule and other demands of the project. The Construction Manager shall make the determination in consultation with the Design Professional and the University's Project Manager, each of whom may attend such meetings.

Self-Performed Work:

The contracted firm must make its request to self-perform Work to the University. If the University concurs, the University Project Manager, shall send written authorization to the contracted firm. Consent may be given for the contracted firm to bid on a specific portion of the Work, or for the contracted firm to submit a proposal for self-performance of the Work, together with quotes from other contractors for performance of that same Work. If the contracted firm is unable to secure three quotes due to insufficient trade contractor interest, the contracted firm shall provide documentation of its efforts to secure the required quotes.

University Building Code Administration:

The Construction Manager shall comply with the University's Building Code Administration Program Policies and Procedures.

A construction permit will be issued by the Department's Facilities & Safety Services Building Code Official (BCO), prior to the start of any construction activity. Only the BCO has the authority to determine whether the scope of work warrants a construction permit or requires further review and permitting by the State Fire Marshal's (SFM) office or any other governing authority. Only the BCO has the authority and the sole discretion to authorize the early start of limited scope of work pending final issue of a construction permit. No other University representative may authorize or direct the Contractor to start any construction activity.

In order for construction to commence, the Construction Manager fills out the [Building Permit Application](#) form and submits to safetyservices@floridapoly.edu The BCO will then issue the construction permit directly to the Contractor; no other University representative may convey, or issue construction permits. The CM may pay all permit fees, including the SFM through the GMP. The CM will submit the [SFM Application for Plans Review](#) form directly to Tallahassee or to the University Fire Safety Inspector. All inspection requests, (including final for a TCO/CO issuance), must be filled out utilizing our [Inspection Request and Report](#) form and sent via email to: safetyservices@floridapoly.edu Any "Hot Work" permit is required for any operation involving open flames or producing heat and/or sparks. Please fill out and submit the [Hot Work Permit](#) form 48 hours prior to work being performed.

The University BCO is the only authority that can issue a TCO/CO in concert with the State Fire Marshall's or University Fire Safety Inspector's inspection and approval. A final inspection request must be submitted on our [Inspection Request and Report](#) form and emailed to: safetyservices@floridapoly.edu, for the BCO to schedule the inspection.

Preparation of Guaranteed Maximum Price Proposal:

The Construction Manager (CM) shall follow the [CM Guideline Preparation](#) form utilizing the University's Facilities & Safety Services department forms for construction projects to prepare the GMP. The CM will utilize the University's [Guaranteed Maximum Price Proposal](#) form and the University's [Bid Tab/Bid Award/Bid Tab Summary](#) form with the GMP proposal, which will be signed by the CM, A/E and Owner as recommendation for award of each Trade Subcontractor bid package. The University will maintain this contract information on file for audit purposes with the GMP proposal.

- After the Construction Manager develops the GMP proposal binder as outlined in the [CM Guideline Preparation](#) form and delivers *two original copies* to the University Project Manager, the University Project Manager will review the proposal and backup documentation for accuracy. The University will ensure that the Architect/Engineer receives a copy for review and recommendation, also.
- Should the University and Construction Manager not reach a contract agreement, the University reserves the right to cease negotiations and perform the work by other means.

SECTION III - CONSTRUCTION PHASE

GMP Contract

Upon successful negotiation of the Guaranteed Maximum Price proposal and the University receives approval by the Office of the General Counsel/Procurement Department; the Department of Campus Development & Facilities, will execute a Purchase Order and the University Project Manager will issue a written recommendation to proceed, utilizing the department's, [Notice to Proceed](#) (NTP) form. The NTP will not be issued prior to the University BCO issuing the Building Permit. The NTP shall establish the GMP amount, the project name and project number, the substantial completion date and final completion date, and shall reference any applicable supplements to the University's [Construction Projects Guide](#) (for CM or DCST agreements). The CM or DCST provides the Performance Bond and the Labor and Materials Payment Bond to the University.

The Construction Manager shall not transfer any portions of the Work to another Construction Manager or General Contractor, without written approval of the University Project Manager.

The (CM) will schedule and conduct weekly *and/or* bi-weekly meetings with Owner, A/E and Trade Contractors to review construction progress, schedule, shop drawings and other information that is pertinent to the completion of the project. Meeting minutes shall be prepared by the CM and distributed within three business days from the meeting for comments. A two week project look ahead shall be distributed at each OAC meeting along with any schedule updates to the Project Manager and BCO at the meeting.

Communications, Meetings and Minutes:

Prior to or immediately following the issuance of the Notice to Proceed, the University Project Manager will provide a list of those persons who shall be routinely copied on all written communications (Owner's Distribution List) to the Architect/Engineer. All written communications must include the University project name and number along with the subject matter.

It is recommended that the CM review the Professional Services Guide to assist with the responsibilities of each party; as the CM and Design Professionals intersect from preconstruction through final close-out.

All email transmissions must include the Owner, Design Team and CM Team. All emails subject line must start with FPU Project Name and then the subject of the email.

Once construction has commenced, OAC meetings must be scheduled by the CM (either weekly or bi-weekly) and include the Design team, Owner's team and whomever the CM deems important to attend. Meeting minutes shall be submitted within two business days after scheduled meeting for review and comment.

Submittals shall be sent directly to the Architect/Engineer and saved via pdf as follows:

Division#.Revision#_Submittal Title i.e. 031000.001_Concrete Forming & Accessories. Owner Distribution List to be copied on all Submittals sent via email. Architect/Engineer shall return the submittal with the same naming convention with the word, "reviewed" at the end. RFI's to be handled in the same manner. Must be submitted within 30 days of the engagement of the trade subcontractor(s). *All hard copies of documents or samples must include a transmittal letter for acceptance.*

Project Warranty:

The Construction Manager shall include within the CM Fee all warranty and guarantee work required by the University during the Warranty Period. For all projects with an issued Certificate of Substantial Completion, the Construction Manager shall schedule with the Architect/Engineer and the University Project Manager a One-year Inspection prior to the end of the one-year warranty period.

Performance & Payment Bonds:

Sub-projects with a construction cost of one-hundred-thousand dollars (\$100,000.00) and above require a performance and payment bond. Provide Payment Bond and Performance Bond prior to commencement of the project and issuance of the purchase order and notice to proceed.

Adjusted Services Authorization (ASA):

Prior to approval by the University, ASA's (utilizing contingency funds, sales tax savings funds and/or remaining general conditions) must be supported by the CM filling out an [Adjusted Services Request and Approval](#) Form. Backup must be provided for A/E and University review and approval. CM Fee for ASA's is 5%.

Change Orders (CO):

Prior to approval by the University, change orders must be supported by bids or by the unit prices established in the original bid with a breakdown of materials, labor and OH&P. All Change Orders must be executed and supported by time and material written documentation, utilizing the [Construction Change Order](#) form.

Direct Owner Purchase (DOPO)

This process enables the Owner to purchase materials in order to realize savings of sales tax on certain tangible personal property needed for project's, the Construction Manager (CM) will recommend direct purchases for items where those direct purchases will result in significant tax savings to the Owner (Minimum purchase of \$25,000.00 is required to initiate the Direct Owner Purchase Orders Program). The Owner agrees to accept recommendations that will result in sales tax savings and purchases will be made accordingly. (See Article 3.3.10 of Continuing Service Provider Agreement).

The Sub's contracts with the CM will be reduced to reflect the exclusion of materials that the Owner chooses to purchase. The owner will purchase from the same Supplier that the Sub would have purchased

from, at the same price and on the same terms as the Supplier extended to the Sub or CM. The Owner will issue a purchase order directly to the Supplier and copy the CM and the Sub. Tax savings is either accrued in the tax/bid savings allowance in the Pay Application/SOV or as otherwise modified in the Agreement.

The CM, prior to initiating the DOPO Request, shall work with the University's Construction Project Administrator to determine if DOPO Supplier is in the University's system. If not, the CM shall submit to the DOPO Supplier the University's [Supplier Application](#) forms and return to the Project Administrator to get said Supplier set up in the system for a PO issuance. The CM will prepare and submit to the Owner a deductive change to the Contract or Proposal (GMP) for the amount of the materials to be purchased. The deductive change to the Contract or Proposal (GMP) will allow the CM to adjust the Sub's contract which will account for the value of the material and the sales tax as it pertains to the Sub's contract. The [DOPO Request](#) Form (with backup) and the request for the DOPO's can be submitted at the same time, however, the DOPO will not be processed until deductive change has been completed.

The documentation to issue the DOPO includes:

- [DOPO Request](#) Form with backup
- The Supplier Itemized Quote or Proposal for the Materials
- The Supplier to return the FPU Supplier Application form to Owner for setup in FPU system.

A minimum of ten (10) calendar days prior to the date of ordering for materials the Owner has elected to purchase and to ensure timely delivery, the Sub-Contractor/Construction Manager shall provide the Owner the CM DOPO Request form (signed by the CM Project Manager) so that the Owner can process it and issue its own Purchase Order to the Supplier. The Purchase Order shall identify the Owner as the Purchaser and the University Project Administrator will send to the CM to distribute to the DOPO Supplier, Florida Polytechnic University's Consumer's Certificate of Exemption, along with a Certificate of Entitlement.

The Sub-Contractor and Construction Manager will inspect all materials purchased pursuant to these procedures upon their delivery to the project site or other designated delivery point approved by the Owner, and shall verify the correctness of the delivery and the lack of defects in the materials. Sub-Contracts will remain responsible for coordination of material purchases, protection, warranties, and installation. The Supplier shall submit Invoice for Owner, through the CM. If the Supplier has a question regarding the status of payment, the Supplier will contact the CM directly, as the CM will verify delivery of good and services and will then approve for Owner payment.

The Owner shall take title upon delivery and shall retain title to all materials it purchases and assumes liability for the materials when they are delivered to the job site. The Construction manager shall act as responsible Bailee as to all Owner purchases materials in their possession. Said materials shall be stored and safeguarded by the Subcontractors/Construction Manager for the Owner during the period of bailment until returned to the Owner through incorporation into the project under construction. The Construction Manager shall be liable for loss or damage to Owner-Purchased materials in their possession if such loss or damage results from the Subcontractors/Construction Manager's negligence. Construction Manager shall be liable for obtaining any warranties on such materials as required by the contract and for managing any such warranties during the project warranty period.

Upon certification by the CM of inspection of materials, the CM will approve the material delivered; and will certify to the University Project Manager for processing. Certification shall be in writing, signed by

the CM's Project Manager, which shall be attached by the Owner to the invoice. The Owner shall make payment and issue checks directly to the Supplier.

The Owner shall assume risk of loss for the direct purchase materials/equipment upon delivery by being named as an additional insured on the CM Builder's Risk Insurance, which shall continue to cover the direct purchase materials and paying for the cost of such insurance, or the Owner may purchase and maintain other/additional insurance sufficient to protect against any loss of, or damage to owner-purchases materials. The insurance shall cover the full value of such materials from the time the owner takes title until they are incorporated into the project at which time the CM's Builder's Risk Insurance provides coverage per the agreement.

The Owner does hereby undertake to indemnify the CM from any and all liability for unpaid sales tax which the CM may suffer as a result of claims, demands, costs or judgments against the CM made by or in favor of the State of Florida on occasion by any such claim on account of failure to pay Florida State Sales Taxes on materials purchased by the Owner. The Owner agrees to defend against any such claims or actions brought against the CM and the Owner whether rightfully or wrongfully brought or filed. The Construction Manger agrees that it will promptly notify the Owner of any such claim, demand or action.

Pay Applications

Construction Phase payments are made using the [Schedule of Values/CM Invoice](#) Form as provided by the University Project Manager, and is sent directly to the Architect/Engineer (A/E) for review and signature. The University after approval by the A/E approves these payments. The actual construction is paid based upon percentage completed as supported by the schedule of values with supporting backup.

In order to insure timely processing of your invoices, the following steps must be completed prior to submitting your invoice payment:

- A minimum of seven days prior to the submission of the first invoice, provide a complete schedule of values for review and approval. Use the University's [Schedule of Contract Values/CM Invoice](#) Form, itemized with the line items and values accepted by the A/E, and values and percentages for each line item completed.
- Prior to submitting each invoice, schedule and complete a walk-thru with the University Project Manager and the Architect/Engineer to establish and record the level of completion of the work. both the University PM and Design Firm Representative must sign the pay application for processing.
- A minimum of seven days prior to the submission of the final invoice, the Construction Manager shall submit a complete accounting of all expenses for the project. For portions of the work that have been subcontracted, this accounting shall include all subcontractor invoices. For self-performed work include an itemized accounting of all labor, materials and equipment use to complete the work.

For all GMP projects, this is a Construction Manager at Risk project, unless noted otherwise by the University Project Manager. Final payment shall not exceed the amount of the GMP plus approved change orders.

With the **final payment request**, provide an executed [Full Waiver of Liens](#) form. The **final payment request** must be submitted with the [Certificate of Substantial Completion](#) form for each project. To release Retainage, the [Certificate of Contract Completion](#) form must be submitted at the same time in order to

process the invoice. Failure to provide this form will delay payment.

CM Fee and General Conditions Pay Request Documentation:

CM Fee and generally, the overhead and profit portion of the proposal approved during the negotiations as a percentage shall be invoiced in proportion to the percentage of Work completed.

General Condition items and Cost of the Work items, which were awarded based on competitive bidding, are paid based on percentage completed as supported by the Schedule of Values for labor, Permit and PP Bond.

Backup documentation for any line item that is listed on the Schedule of Values during the pay application period, must be provided in order to process payment.

On-Site staff: A calculation showing hours times the hourly rate for the days worked during the pay period. Line item amounts from the GMP for these costs shall not be exceeded without approval.

General Condition's items not Self-Performed by the CM: e.g. utilities to the project trailer, custodial service, office equipment rental or purchase, bonds, etc. A copy of the invoice or rental agreement from the provider must be included in the pay request. Note: All equipment purchased as a part of the Work shall be turned over to the University Project Manager at Substantial Completion or termination of the Agreement, (see Article 9.2.16 in Continuing Service Provider Agreement).

General Condition items Self-Performed by the CM: e.g. site cleanup (if not provided by a subcontractor and if approved for self- performance under the procedures established herein). A calculation showing hours times the hourly rate for the days worked during the pay period. Include time sheets. Line item amounts from the Contract Sum Proposal or the *Project GMP* for these costs shall not be exceeded without approval of the University.

Tax Savings, General Conditions and Fee:

All GMP savings accrue to the contingency, utilizing the [Adjusted Services Authorization](#) form. The CM will provide the [Contingency Log](#) form with each monthly progress report outlining the ASA's to date along with the current contingency amount in the GMP.

General Conditions and Fee for Pay Request Documentation: items budgeted as part of the fee, as identified, or as General Conditions line item budgets, are not interchangeable without specific approval of the University by CM submitting the [Adjusted Services Authorization](#) Form to the University Project Manager. A change or increase to field staff or home office support staff must be approved in writing by the University Project Manager.

The overhead and profit portion of the fee, approved during the negotiations as a percentage of cost of Work, may be invoiced in proportion to the percentage of Work completed.

General Condition's items which were awarded based on competitive bidding are paid based on percentage completed as supported by the schedule of values.

Full-time site staff: A calculation showing hours times the hourly rate for the days worked during the pay period. Line item amounts from the GMP for these costs shall not be exceeded without prior approval of the University.

General conditions and fee items not provided by the contracted firm: e.g. utilities to the site trailer, custodial service, office equipment rental or purchase, bonds, etc; a copy of the invoice or rental agreement from the provider must be included with each pay request.

Fee or General Conditions items provided by the contracted firm: e.g.; site cleanup (if not provided by a subcontractor and if approved for self-performance under the procedures established herein). A calculation showing hours times the hourly rate for the days worked during the pay period. Include time sheets. Line item amounts from the GMP for these costs shall not be exceeded without prior approval of the University.

If a bid package exceeds the line item amount provided in the GMP, the entire cost is payable to the contracted firm, provided that the GMP is not exceeded. Savings in trade contracts accrue in accordance with the provisions of the Agreement.

Items budgeted as part of the fee as identified in the Continuing Service Provider contract between Owner and Supplier are line item budgets, and are not interchangeable without specific approval of the University.

Items budgeted as part of the fee as identified in the Continuing Service Provider contract between Owner and Supplier are line item budgets, and are not interchangeable without specific approval of the University.

A change or increase to field staff or home office support staff must have prior approval of the University saving in general conditions and fee accrue in according with the provisions of the Agreement.

Reports:

The Construction Manager shall be responsible for the timely submittal of a Monthly Project Report for projects over 90 days or as determined by the University Project Manager. These reports are due on the 1st of each month, to the FPU Facilities & Safety Services Project Manager. Owner may withhold payments due and/or reject payment requests for failure of Consultant to submit current forms each month. With the reports, updated "As-Built Documents" shall be on-site.

The Construction Manager's overall job performance will be evaluated by the University's Project Manager and by the Director of Facilities and Safety Services department.

Record Documents:

The Construction Manager is to maintain in good order a minimum of one complete set of plans and specifications, one complete set of current shop drawings and job related correspondence in the jobsite office. The A/E will review these documents each month as part of the pay request review process, at which time they must be up to date. Payment may be delayed until records are brought up to date.

No later than thirty calendar days after the substantial completion date, the CM will turn the record as-builts over to the A/E. Failure to furnish record documents in good order, satisfactory to the Owner and A/E, within stated timeframe, may result in Owner withholding project retainage until such time as record document submission is complete.

Supplier/Supplier Diversity:

The University is committed to encouraging the use of Small, Minority, Local or Women's Business Enterprise's into the marketplace by lawfully providing a fair and equal opportunity to compete for design

and/or construction related services.

The University has a [S/M/L/W/BE Tracking Form](#) that will be provided to the contractor to fill out and return to the University when the GMP is submitted. The Contractor's support to ensure the diversity and participation in University design and construction projects is highly valued and anticipated by the University.

SECTION IV SUBSTANTIAL COMPLETION & CLOSEOUT PHASE

Substantial Completion:

The CM will prepare the application for the [Certificate of Substantial Completion](#) Form accompanied by a list of items to be completed or corrected (punch list), and will submit Certificate to the A/E and to Owner for signature with an accounting of Liquidated Damages due, if any, when the A/E verifies that:

- Work is Substantially Complete based on an inspection conducted pursuant to an appropriate request for close out inspection.
- [Insurance Coverage Request](#) Form has been completed in conjunction with the University Project Manager and the CM.

Results of Close Out Inspection: The CM will schedule an inspection meeting with the A/E, the University Project Manager, BCO and Campus Architect to review the punch list provided by the CM to determine the status of completion.

Should the A/E determine that Work is not complete to the degree asserted by the CM, the A/E will promptly notify CM in writing stating the deficiencies. The CM shall take immediate steps to remedy deficiencies and make a request for Re-Inspection.

Construction Completion:

The A/E will certify that the Work is Complete (that the Punch list is complete), and will initiate Final Adjustments, when the A/E verifies with the Owner that:

- Work is complete in accordance with Contract Documents based on an inspection conducted pursuant to an appropriate request for close out inspection.
- Orientation and training for facility maintenance personnel is complete.
- Operating & Maintenance Data Binders are complete and delivered to the University Project Manager.
- Additional materials necessary to augment the Operating & Maintenance Data Binders with instructions for adding these to the Binders, or full replacement Binders, are complete and delivered to the University Project Manager.
- Project Data Binders and Construction Record Documents are complete and have been delivered to the University Project Manager.

Warranty Inspection:

A Warranty Inspection will be scheduled and conducted at project site prior to one year from date Substantial Completion was achieved, but as close to the end of that year as is reasonably possible.

Warranty Inspection will be attended by at least one representative each of the Owner/AE/CM. Warranty Inspection is intended to be an opportunity for CM to become aware of any outstanding corrections needed pursuant to the basic first-year warranty of Work.

Closeout Binder:

CM to provide to Owner a closeout binder with tabs for each closeout item, utilizing the [Closeout Table of Contents](#) Form along with an electronic copy on a thumb drive (no cd). If an item does not apply, label as N/A.

**Release of final retainage will not be processed until the University receives the closeout binder and all training and maintenance manuals.*

SECTION V - UNIVERSITY PROJECT PROCEDURES

General restrictions on access to and use of site and surroundings, and security procedures for tools, materials, and individuals within the work force.

Quality Assurance:

Promptly upon award of the Contract, notify all pertinent construction related personnel regarding the requirements of this Section.

Require that all personnel who will enter upon the University's property certify their awareness of and familiarity with the requirements of this Section.

Work Sequence:

Work shall be executed to minimize disruption of activities at the project site(s) or building. Contractor shall submit to the Designer and University Project Manager, if requested by the University Project manager, a written plan for staging of work, material staging areas, dust prevention, and any required outages within seven (7) calendar days from the Notice to Proceed date. The Plan shall be reviewed, revised as required and approved by FPU prior to initiation of work at site.

Seven Calendar Days must be given to the Department of Facilities & Safety Services Project Manager, prior to any Utility, Communication Device(s) and HVAC system cut-off, to all or any portion of the project site and/or adjacent university sites, required by the progress of the Work, the Contractor shall notify the University Project Manager in writing and await a response. The notification shall include, but not be limited to, service(s) to be cut-off, the date and time of the cut-off and the anticipated duration of the cut-off.

Contractor Use of Premises:

Use of the University's premises by contractor will be limited to the area identified within the "Project Limits" as established within the Construction Documents, temporary facilities, and reasonable access thereto. Space for staging work and related operations of Contractor and Contractor's employees will be provided, subject to availability. Coordinate use of premises under direction of University Project Manager. Develop plan for staging of work, locations of storage areas, layout areas, and temporary offices, and submit for approval by University Project Manager seven (7) calendar days prior to the Notice to Proceed.

Contractor will have limited use of premises during course of Work during the designated work times (7:00 AM to 5:00 PM, Monday through Friday); and must coordinate use of surrounding building areas with the University Project Manager. Use of other nearby site or floor areas or buildings for staging or other purposes must be pre-approved by the University Project Manager and other University representatives. *All weekend and after normal business hours Work shall be approved by the University Project Manager a minimum of seventy-two (72) hours in advance.*

The Contractor will not be allowed to work within occupied university residence halls and teaching buildings during the week of University established "Finals Week" unless with prior written approval of the University Project Manager. This scheduled stoppage of the Work has been included as a part of the Contract Time and no further adjustment of Contract Time will be allowed.

The Contractor is advised that the project site(s) are in active University student living and learning areas or University related areas, and that all necessary provisions shall be taken to assure the safety of the students, University employees, visitors and other contractors day and night. The Contractor shall at all times conduct its operations as to insure the least inconvenience and the greatest amount of safety and security for the student, the university's use of other nearby areas, university employees, and the general public.

Provide and erect before any work begins, and maintain during the progress of the Work, all necessary protective barriers, warning signals, signs and lights. The extent of this work and details of construction shall be in accordance with the requirements of all Federal, State, University and local ordinances, codes and requirements; and shall be to the approval of authorities having jurisdiction. Exercise the utmost care to protect from damage to existing landscaping, equipment, furniture, building finishes, etc.

Any portion of the existing buildings or existing utility services not included as part of the Work of this Contract or any portion of the Work damaged because of failure to provide the protection required, shall be removed and replaced with new materials and construction at the Contractor's expense. The work shall be accomplished subject to the University's approval.

Logistics Plan:

The Construction Manager will provide prior to the start of the project a logistics plan outlining the following:

- Site Layout (Construction Access, Parking, Construction Lay-Down, Job Site Trailer, Etc.)
- Fencing
- Contact Personnel Information
- Working Hours

Transportation/Parking:

If Contractor makes arrangements for closure of a corridor, hallway, egress route, etc. that provides access to other floor areas, Contractor shall make provisions for alternative access to such other nearby areas that are acceptable to the University Project Manager and Building Code Administrator.

Parking permits are required for all personnel and business vehicles.

Do not permit such vehicles to park on any street, parking lot or other area of the University's property except in the area(s) so designated by the University Project Manager and the University's Parking and Transportation Services Division. Secure all required Parking Decals and/or permits as required by the University.

Safety and Security:

Safety for students, faculty and staff, as well as construction workers, is paramount. The safety program is to be reviewed with the University Project Manager, in conjunction with the BCO. The University Project Manager is to be provided copies of all safety reports prepared monthly by the CM.

Any construction sites located on any of the Florida Polytechnic University campuses come under the jurisdiction of the Florida Polytechnic University Public Safety and Police Department. Any incident requiring police service should be reported to the **University Police (863) 874-8472** or 911 immediately.

- *Construction companies are required to provide the University with proof of criminal background check on all persons working on site, (if person(s) has a criminal record of any kind, the results must be provided to the Chief of Police before starting work), and to keep on hand the names, social security numbers and date of birth of all their employees so that it may be available to the University Police Department. The cost for background checks shall be a line item under the General Conditions portion of the SOV.*
- Restrict the access of all persons entering upon the University's property in connection with the Work to the agreed upon access route and to the actual site of the Work.
- Restrict activities of employees to authorized areas. Employee shall not be allowed to mingle in student or public areas, or to enter other University building unless it is directly related to the Work of this project.
- Individuals, vehicles, and facilities are subject to search and seizure of any times determined by the proper authorities to pose a danger to the safety and security of faculty, staff, or students.
- Provide University Project Manager and the University Police keys to all construction gates and building entrances.
- Posted Project Contact List, to include 24-hour telephone numbers, for all key project staff members. Post list at major access points to the project site(s) and outside at the project office. Update as necessary.

CM's Personnel:

The Construction Manager shall employ a competent Superintendent who shall be in attendance full time at the Project Site during the performance of the Work. In addition to the Superintendent and other qualified administrative and supervisory personnel, the CM shall provide a Project Manager who is experienced in the administration and supervision of building construction including mechanical and electrical work.

Personnel Rules:

Provide all construction related **Personnel Photo Badge Identification** and/or uniform with company and employee names easily identifiable. Photo identification badges must be worn in plain sight at all times. *Hard hats, safety glasses, safety vests and proper footwear must be worn at all times.*

All contractors shall provide the University Police Department and the University Project Manager with a list of the names and telephone numbers (including beepers and pages) of supervisors of construction at the project site(s).

Association with Students is Not Permitted.

Trafficking or Trading in Goods or Services with Students is Not Permitted.

Students, staff and faculty of the University are not to be disturbed or in any way disrupted in their pursuits. Construction employees are to refrain from unsavory or unwanted comments or gestures towards students, staff or faculty, particularly female students, staff or faculty.

Criminal Records and Work Release:

Construction employers are required to take adequate measures to ensure that the employees they send to the project site on campus are not wanted for criminal offenses. All contractors who employ WORK RELEASE employees shall notify the University Public Safety and Police Department of such practice and provide the names of all persons employed under the Work Release Program.

Prohibited Personal Items:

Do not bring items which are not required for performance of work; neither in personal vehicles nor on one's person. Alcoholic beverages, weapons of any kind, and illegal drugs are not allowed on site, in vehicles, on person or in trailers. Persons caught introducing illegal or banned items onto the University grounds are subject to prosecution.

Contractors and their employees are to obey all laws as well as rules of the Florida Polytechnic University when they are on University property.

Meals: Workers should bring their lunch or leave the University to obtain meals. Food service for construction workers will not be provided at the University.

Visitors: On site visitors of construction workers are prohibited. Persons not working on the Project are required to first seek approval of the University Project Manager before visiting site.

Tools and Materials:

Contractor shall endeavor to introduce only necessary tools into the project site, and in the least possible number. Construction companies and their employees are requested to secure all property as much as feasible to reduce theft or damage to equipment or property. Do not give or loan tools or supplies to students. Do not accept anything from students. Do not permit students' access to Construction Documents and related papers. Report thefts immediately.

Construction Site Trailers:

Provide adequate space for field office personnel plus one space work station for incidental use by subcontractors and the Designer's representative. The space shall be suitably finished, furnished, equipped, and conditioned. Provide space for meetings (with table and chairs) and an adequate space for storage of approved samples.

Sanitary and Water Facilities:

Provide type acceptable to governing authorities and adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site. Connection to FPU underground sanitary lines is not allowed. Contractor to provide holding tanks. Connection to FPU underground water system shall only be as directed by the University Project Manager. Contractor to remove connections to FPU utilities at end of project and replace/re-build/repair existing lines to the satisfaction of the University Physical Plant.

Exterior Materials/Finishes Sample Mock-up/Walls:

In addition to mockups specified elsewhere, the Contractor, if required, shall provide a mockup to the University Project Manager, of all exterior materials, finishes, components, assemblies, surfaces, trim, accessories, etc. Include, but not limited to, brick, stucco, window and door framing, glazing, exterior trim, pre-cast items, expansion/control joints, sealants, roofing materials, and any and all other visual items. Provide mockup in full range of all colors and finishes proposed. No exterior material, finish, component,

assembly, surface, trim or accessory shall be approved for purchase, order or installation until the completed mockup has been approved by the Owner. The approved mockup shall be used as a quality standard for materials, finishes and construction, and shall remain in-place until substantial completion.

***Please request construction project forms from the Department of Facilities & Safety Services.**