

**CONSTRUCTION PHASE CRITERIA**

A. **GENERAL REQUIREMENTS**

For the Construction Phase of the Project, the Architect/Engineer (A/E) is responsible for providing project administration for the Owner in accordance with established procedures, for observing the Work placement and confirming intended operation and compliance, and for representing the Owner in achieving project goals.

B. **OWNER REPRESENTATIVES**

Upon award of the contract, the OFPC Resident Construction Manager (RCM) assumes the management responsibilities and Owner authority for the Construction Contract. During the time from receipt of bids until formal award of the Contract, the A/E works with both the RCM for coordination of the start of Work and with the OFPC Design Project Manager (PM) to complete the award process. During construction, the A/E works directly with the RCM, who may be stationed either in the area of the project or at UT System (UTS) Headquarters in Austin, and his Construction Inspector(s) (CI) who are based at or near the project. The A/E also works with Owner consultants for testing of materials, balance and adjustment of systems, commissioning, and other special services as directed by the RCM.

C. **INVOICES FOR CONSTRUCTION SERVICES**

The A/E is to resolve final design and bid phase billings with the PM, which will establish the basic services fees for the construction phase. Beginning with the first invoice to include construction phase services, the A/E is to direct all invoices to the RCM for approval and processing. The invoice format, numbering, and HUB reporting is to remain as established during the design phase.

D. **PRECONSTRUCTION ACTIVITIES**

Upon OFPC's determination to recommend award of the Contract, the RCM and/or the PM will contact the A/E to request that they begin preparations for construction start. Such activities will include:

1. Assist the RCM in scheduling, coordinating, and administrating a pre-mobilization meeting with the Contractor(s) and the Campus representatives when necessary for mobilization of the site in advance of a formal Notice to Proceed. Distribute notes.
2. Assist the RCM in scheduling and making arrangements for a Preconstruction Conference and a Partnering Workshop to be held prior to actual start of work at the site. Coordinate A/E and GC activities related to the Conference and the Workshop.

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3. Prepare a handout brochure for the Preconstruction Conference. An example brochure with general instructions will be provided to the A/E by the RCM or PM. In general, the A/E's responsibility for the brochure includes providing:

- \* Cover page with Project Title & Number, Conference Title, and Date.
- \* Project Directory including key members of all construction phase teams.
- \* Photocopy of Special Conditions from Bid Documents
- \* Photocopy of Specification Section 01 31 00 from Bid Documents
- \* A/E Administrative Plan for the Construction Phase of the project.
- \* A/E sample forms for Contractor's submission of Project Submittals, RFIs, etc.
- \* A/E sample logs for tracking of submittals, RFIs, changes, etc.
- \* A/E list of anticipated submittals.

and arranging, duplicating, and binding those with the following items provided by OFPC, to make approximately 30 brochure copies:

- \* The "Table of Contents" to be used for the brochure.
- \* The "Agenda" for the Conference, to be included in the brochure.
- \* Supplemental text regarding "Partnering".
- \* Supplemental text regarding "Project Meetings".
- \* Supplemental text regarding "Inspections and System start-up".
- \* Supplemental text regarding the "HUB" Program.
- \* OFPC Brochure Enclosures (*sample forms and flow diagrams*) with list identifying each
- \* Other items which may be provided or requested.

### E. PROJECT ADMINISTRATION

During the life of the construction contract, the A/E is responsible for project administration duties including, primarily, those listed herein. Unless otherwise stated, these services are covered by the percentages allowed for basic service fees in the A/E Agreement. Additional construction phase fees, other than those related to an increase in scope of the Work as outlined hereinafter, must be authorized by the RCM. All fee payments during construction phase are subject to approval by the RCM.

1. Establish and maintain a numbering and tracking system for all project records, including all change proposals, requests for information, submittals, supplementary instructions and informational clarifications, etc., and distribute updated copies of tracking logs to all parties at each monthly meeting and otherwise when requested.
2. Attend and administer all meetings with the Contractor, including periodic job meetings as well as the regularly recurring progress meetings scheduled by the RCM which normally occur monthly or bi-weekly. Some Component Institutions and/or some project conditions may require more frequent meetings which the A/E will be expected to attend and document. Provide summary notes of all meetings in a format acceptable to the RCM and distribute notes promptly to all parties.

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3. Review Contractor's Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix carefully with Owner and Contractor to establish appropriate basis for construction monitoring, payment processing, and system commissioning. Provide detailed written comments to Contractor for revisions and recommend acceptance to Owner when appropriate. Review the Project Schedule to determine realistic feasibility and inclusion of contract requirements, including close-out.
4. Provide professionally competent review of all shop drawings and submittals promptly and in accordance with contract requirements, so as not to delay progress. The Contract indicates that the submittal process should be accomplished within thirty (30) days but goals developed at "Partnering" workshops will likely include faster processing. A/Es are reminded that no scope changes are to be made during shop drawing review that could cause the contractor to increase the contract price without prior RCM agreement and issuance (by A/E) of change pricing documents.
5. Provide professional, prompt replies to requests for information on interpretation of drawings or specifications or resolution of conflicts in the documents. Such response must not impact the construction cost or time without prior RCM agreement and issuance (by A/E) of change pricing documents to the Contractor.
6. Assist the Owner in obtaining consents, waivers, releases, HUB reports, and other documentation required in association with payments. Refer to OFPC Specification Sections 10 31 00 Project Administration, and 01 77 00 Project Close-out Procedures.
7. Monitor and review construction materials testing to provide professional opinions on results of tests and any appropriate corrective measures as may be necessary.
8. Perform design, redesign, revisions to drawings, new drawings and changed specifications, as required or requested or authorized by the RCM, to describe necessary or desired changes in a clear professional manner suitable for competent pricing by the Contractor. Submit such change documents to the RCM & CI for review and then to the Contractor for its cost and time proposal response.
9. Prepare independent cost estimates and time extension estimates on all change proposals for use in comparing with those prepared by the Contractor. Copies of independent estimates and other pertinent data shall be furnished for the Owner's review concurrent with submission of change documents to Owner for review.
10. Evaluate Contractor cost and time proposals for changes, including compliance with contract pricing terms and required format as well as appropriate cost of the Work, and provide written recommendations to the Owner to accept or identify in writing to the Contractor any revisions necessary for acceptance. Assist the RCM & CI in negotiation of costs/credits and time extensions.

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11. Perform services similar to 9. and 10. above for the Owner in evaluation of Contractor claims, and all other issues impacting construction costs and/or time.
12. Upon RCM approval of the price and/or time for a proposed change, prepare and issue change orders using the standard UTS Change Order form. See additional comments which follow under “F” for change orders and related fees.
13. Assist CI in checking as-built drawings before certifying each progress payment to insure that they are being kept up-to-date in an appropriate format in compliance with contract requirements and established administrative procedures.
14. Receive from Contractor, review, require necessary revisions, and, ultimately recommend acceptance of all close-out documentation, including as-builts, warranties, product literature, operating manuals, etc. Accumulate, catalogue, and when acceptable, transmit close-out items to Owner. See Specification 01 77 00.

### F. OBSERVATION OF THE WORK

1. The A/E is to make periodic visits to the jobsite to observe and inspect the work. The Owner-A/E Agreement requires that a principal of the A/E (Architect and Consultants) visit the site at least twice per month, but the A/E’s project personnel should expect to be at the site much more frequently as needed to clarify and resolve issues, respond to questions, and administer the work. In addition, site visits are required for general review of work placement and for specific reviews related to certification of progress payments and formal inspections. Provide written field reports for all site visits. Assist the RCM & CI in matters of interpretation of design intent and other consultation as requested.
2. All critical phases of the work are to be observed by the A/E including the start of all significant work activities as well as tests of sewer, water, gas and electrical lines and equipment, concrete pours and foundation excavation, piers and pile driving, start-up and commissioning of mechanical and other systems, etc.
3. Review Contractor's periodic payment estimates with Contractor and CI at the jobsite, along with verifying stored materials either on the site or in off-site storage. Assist in resolution of payment request amounts to enable certification of payment.
4. Make a detailed list of all outstanding work items and/or deficiencies in the Work in association with Overhead or “in wall” Inspections, System(s) Start-up Inspections, Substantial Completion or Prefinal Inspection, and Final Inspection. Assemble lists from all parties participating in the inspections and furnish the official consolidated punch list(s) to all parties. Assist in verification of correction of punch list items.

G. CHANGE ORDERS & CHANGE ORDER FEES

1. OFPC Change Orders can be issued either for singular change actions, or for accumulated multiple change actions, and are issued only upon direction from the RCM, normally once a month. The A/E is to draft the Change Order form, using the standard UTS document, along with a brief “change order summary” describing the reasons for making each change. Upon concurrence by the RCM, the A/E is to make eight (8) copies for original signatures. Note that all eight (8) copies must have the “change order summary” attached, and three (3) of those eight copies must have all backup documentation, which includes the issued change and cost response.
2. Change Order fees are to be based on a maximum of the percentage established in the A/E Agreement, but are negotiated with the RCM depending on the extent of additional A/E involvement. For changes likely to result in minimal or no cost, the A/E may submit a "Not-to-Exceed" proposal for consideration by the RCM. Such proposal shall be provided on a form similar to the OFPC "A/E Additional Service Request and Authorization Form." Hourly rates are as stated in the A/E Agreement.
3. The A/E will not be paid fees for services related to any change resulting from errors and/or omissions under any circumstances. Further, OFPC may expect the A/E to participate in paying for "gross" errors and omissions. OFPC has found that change orders historically cost UTS 15%-20% more than competitive bid prices. Therefore, the A/E could be held financially responsible for some change order pricing if the number or cost of change orders resulting from errors and/or omissions is considered excessive or the errors/omissions are considered blatant.

H. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

State law and UT System policy require a good faith effort to award certain percentages of the total value of each construction contract, as well as A/E agreements, to certified HUB firms. To that end, the A/E must provide at least one set of plans and specifications to the various HUB Offices, minority business affairs offices, and/or economic development offices as determined at the time of bid. The A/E is to assist in verifying that the construction contractor is following his HUB plan and is submitting the appropriate documentation with construction progress payments.

I. WAGE RATE COMPLIANCE

The Contract Documents include both a minimum Prevailing Wage Rate for various work classifications and a Prevailing Wage Guideline for administration of wage rate compliance. The A/E is to assist in accumulation of documentation and evaluation of contractor compliance with contract wage rate provisions.

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### J. PROJECT PARTNERING

1. OFPC encourages the use of “Partnering” for all projects and has found that the time and effort expended on Partnering results in benefits to each of the parties.
2. The A/E is expected to take a leadership role in the Partnering Process, as it can significantly impact both project administration and Work placement. Principals and project staff of all design consultants are expected to attend and participate in Partnering Workshops and follow-up evaluations, and are expected to embrace the goals of the Team toward success of the project.

The University Of Texas System  
Office Of Facilities Planning And Construction  
OWNER’S DESIGN GUIDELINES

**Revision Log**  
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Rev. Date	Remarks
	Revisions prior to 3/1/11 are not recorded in this log