



# **MINOR PROJECTS GUIDE**

**FOR ADMINISTRATION OF  
MINOR PROJECTS  
CONSTRUCTION MANAGER AGREEMENTS**

**14**

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**USF FACILITIES MANAGEMENT**

# MINOR PROJECTS GUIDE

## FOR ADMINISTRATION OF CONSTRUCTION MANAGER AGREEMENTS

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# MINOR PROJECTS GUIDE

## FOR ADMINISTRATION OF CONSTRUCTION MANAGER AGREEMENTS

### SECTION I CONSTRUCTION MANAGER RESPONSIBILITY

A. This Minor Projects Guide for Administration of Construction Manager Agreements (Minor Projects Guide) provides additional information in execution of the Agreement for Construction Management Continuing Services (Agreement).

1.1 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 term “trade contractor” and “subcontractor” used herein shall have the same meaning.

#### B. PREPARATION OF MINOR PROJECT GUARANTEED MAXIMUM PRICE PROPOSAL

2.1 The **CM** shall prepare a Minor Projects Guaranteed Maximum Price (MP-GMP) proposal as described in this Minor Projects Guide (MPG).

2.2 After the **CM** develops a **MP-GMP** proposal, the University Project Manager (USF-PM) will review the proposal. The university will ensure that the Architect/Engineer (A/E) receives a copy for review and recommendation, also.

2.3 Should the university and the **CM** not reach a contract agreement, the university reserves the right to cease negotiations and perform the work by other means.

2.4 Upon successful negotiation of the **MP-GMP** proposal, the **USF-PM**, and if required, the **A/E**, will execute a Purchase Order (PO) with a written recommendation to proceed, or a Notice to Proceed (NTP) letter (MPG-Exhibit C (Minor Project Notice to Proceed)).

#### C. TRADE CONSTRUCTION SCOPE REQUIREMENT

3.1 The **CM** shall develop trade contractor interest in the project and conduct pre-bid conferences 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. While the bid openings are not required to be public, the **USF-PM** or representative must be present when the **CM** opens bid packages.

3.2 The **CM** is encouraged to support the university’s Strategic Plan and award of trade contractor work per requirements of Section II (Vendor/Supplier Diversity) herein.

3.3 The **CM** shall take trade contractor bids for all Work except as follows: (dollar value for each trade contractor, not total project cost)

- |                        |  |
|------------------------|--|
| a. \$0 to \$3,500      | <u>one written quote, confirmed as reasonable in scope, pricing and detail by the <b>USF-PM</b>;</u> |
| b. \$3,501 to \$25,000 | <u>two written quotes;</u>   |
| c. \$25,001 and above  | <u>three bids from trade contractors/vendors</u>   |

3.4 The **CM** shall not transfer any portions of the Work to another Construction Manager or General Contractor, without written approval of the **USF-PM**.

3.5 The **CM** shall provide a letter of recommendation for award of each trade contractor bid package, (together with the letter of recommendation from the **A/E**, if required by the **USF-PM**), a copy of the bid tabulation (Bid Tab) form, and a copy of each bid proposal. The university will maintain this contract information on file for audit purposes.

#### D. USE OF SITE

4.1 The **CM** 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 as described in Section V (University Project Procedures) herein. No exterior lay-down of storage of materials will be allowed at USF Campus on-site trailers.

#### E. CONSTRUCTION PAYMENTS

- 5.1 During the construction phase, the **CM** will be paid as described in Section III (Invoicing Procedures) herein.
- 5.2 If the **CM** makes a request to self-perform any portion of the Work, the request shall be handled as described in Section IV, Procedures for Self-Performance of Work herein.

#### F. CHANGE ORDERS

- 6.1 All Change Orders must be executed and supported by time and material in written documentation.

#### G. PROJECT COMPLETION

- 7.1 Comply with Section VI (Substantial Completion & Closeout Procedures) herein.

#### H. PROJECT WARRANTY

- 8.1 The **CM** 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 **CM** shall schedule with the **A/E** and the **USF-PM** a One-year Inspection prior to the end of the one-year warranty period.

#### I. REPORTS

- 9.1 The Construction Manager shall be responsible for the timely submittal of the USF Office of Supplier Diversity Spend Reporting Form. These reports are due on the 1<sup>st</sup> of each month, to the USF Facilities Management--Design & Construction (FM-DC) Contracts Coordinator in accordance with Subparagraph 2.1.17 of the Agreement. Owner may withhold payments due and/or reject payment requests for failure of Consultant to submit current forms each month.
- 9.2 The **CM** overall job performance will be evaluated by the university as indicated in the PMG-28C (Contractor Evaluation by Customer Form) and PMG-28B (Contractor Evaluation Form).
- 9.3 The **CM** shall only provide proposal pricing as requested by **USF-PM** associated with Facilities Management--Design & Construction (FM-DC) and/or Facilities Management-OPS (OPS). Pricing information should not be given directly to a University User (Department, College, School, etc.) that has not been authorized by the **USF-PM**.

#### J. UNIVERSITY BUILDING CODE ADMINISTRATION

- 10.1 The **CM** shall comply with the university's Building Code Administration Program Policies and Procedures.
- 10.2 A construction permit must be issued by the Building Code Administrator (BCA) prior to start of any construction activity. Only the **BCA** has the authority to determine whether the scope of work warrant a construction permit or require further review and permitting by Fire Code Official (FCO). Only the **BCA** 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 **CM** to start any construction activity. The **BCA** issues the construction permit directly to the **CM**, no other university representative may convey, or issue construction permits.

#### K. PERFORMANCE & PAYMENT BONDS

- 11.1 Sub-projects with a construction cost of two-hundred-thousand dollars (\$200,000.00) and above require a performance and payment bond. Provide executed copy of UPM-Exhibit F1 (Payment Bond) and UPM-Exhibit F2 (Performance Bond) prior to commencement of the project.

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## SECTION II VENDOR/SUPPLIER DIVERSITY

### A. CONSTRUCTION MANAGER ROLE

- 1.1 The University of South Florida is an equal opportunity institution, and, as such, strongly encourages the lawful use of use of Certified Business Enterprise (CBE) including certified Minority (MBE), Women (WBE), and Veteran (VBE) in the provision of design and construction-related services by providing a fair and equal opportunity to compete for, or for participation in, design and/or construction-related services.

## B. REPORTS

- 2.1 The university reports the amount of **CBE** participation in design and construction projects each year to the Governor's Office as required. The **CBE** participation information is to be provided by the **CM** in response to request from the university's Office of Supplier Diversity in June of each year. The amount of **CBE** participation reported in the past has been a positive reflection of our diverse community, the equal opportunity afforded in a competitive environment, and the outreach efforts of the **CM**.
- 2.2 The **CM** shall submit completed USF Office of Supplier Diversity Spend Reporting Form participation forms with each monthly and final payment applications.
- 2.3 The **CM's** support, the continued dedication and efforts to ensure the success of our mutual commitment to diversity and **CBE** participation in university design and construction projects is highly valued and anticipated by the university.

## C. UNIVERSITY SUPPLIER DIVERSITY PROGRAM

- 3.1 Assistance is available from the USF Office of Supplier Diversity in support of efforts and outreach process regarding **CBE** participation.

USF Office of Supplier Diversity Program  
University of south Florida  
Website: [www.usf.edu/osd](http://www.usf.edu/osd)  
Telephone: 813-974-4485  
Email: [osd@usf.edu](mailto:osd@usf.edu)

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## SECTION III INVOICING PROCEDURES

### A. CONSTRUCTION PHASE PAYMENTS

- 1.1 Construction Phase payments are made using the **MPG-Exhibit E** (Minor Projects Certificate of Contract Progress & Payments) or other form as provided by the University Project Manager (USF PM), and is sent directly to the Architect/Engineer (A/E) of Record. The university after approval by the **A/E** approves these payments. The actual construction is paid based on percentage completed as supported by the Schedule of Values (SOV). Contractor may use AIA G703 (Schedule of Values) form or alternate SOV form with essential features of AIA G703. For projects that do not have an Architect/Engineer of Record, the **USF-PM** must sign the form.
- 1.2 In order to ensure timely processing of your invoices, the following steps must be completed **prior** to submitting your invoice payment:
  - a. A minimum of two weeks prior to the submission of the first invoice, provide a complete schedule of values for review and approval. Use **UPM-Exhibit H13** (Schedule of Contract Values), or other form as approved by the university, itemized with the line items and values accepted by the **A/E**, and values and percentages for each line item completed.
  - b. Prior to submitting each invoice, schedule and complete a walk-thru with the **USF-PM** to establish the level of completion of the work.
  - c. Prior to submitting each invoice, schedule and complete a walk-thru with the **A/E** to establish the level completion of the work. Invoice shall include an invoice of services on company letterhead and a completed **MPG-Exhibit E** (Minor Projects Certificate of Contract Progress & Payments) signed by the **A/E**. Provide 1 copy.
  - d. A minimum of two weeks 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. The format for this summary shall include at a minimum a comparison of the **MP-GMP** to the final costs.
  - e. For all **MP-GMP** projects, this is a Construction Manager at Risk project, unless noted otherwise by the **USF-PM**. Final payment shall not exceed the amount of the **MP-GMP** plus approved change orders.

- f. With the final payment request, provide an executed **MPG-Exhibit F (Minor Project Full Waiver of Liens)**. For permitted projects provide the Certificate of Completion or the Certificate of Occupancy issued by the **BCA**.
- g. **MPG-Exhibit E (Minor Projects Certificate of Contract Progress & Payments)** form is used for partial payments and final payment.

**B. PAYMENT REQUEST DOCUMENTATION**

- 2.1 **General Conditions items:** For all general conditions items provided by vendor, supplier or trades, e.g. temporary utilities to the project trailer, custodial service, office equipment rental or purchase, bonds, etc. shall include following. A copy of the proposal, invoice or rental agreement from the provider must be included in the MP-GMP or at the time of a Proposal submission. Upon negotiation, the general conditions cost shall be calculated as a daily rate (total general conditions cost divided by total construction duration by number of days). Required documentation shall include a calculation showing calendar days in the pay period times the daily rate. Required documentation shall include a calculation showing calendar days in the pay period times the daily rate.
  - a. General conditions cost reimbursed as daily rate is deemed to be an allowance and remaining unused allowance shall be returned to the Owner in a deductive change order at the completion of the project.
  - b. All equipment purchased under general conditions shall be turned over to the university at Substantial Completion or termination of the Agreement.
- 2.2 **On-Site (Field) staff:** Required documentation shall include a calculation showing hours times the hourly rate for the days worked during the pay period. Line items amounts from the **MP-GMP** for these costs shall not be exceeded without prior approval of the university. The Hourly Billing Rate shall be calculated to include wages & benefits, and all labor burden.
  - a. Onsite or Field staffing cost reimbursed as hourly rate is deemed to be an allowance and remaining unused allowance shall be returned to the Owner in a deductive change order at the completion of the project.
- 2.3 **Cost of the Work:** The items in **Article 8 Cost of Work** of the Agreement, which were awarded based on competitive bidding, are paid based on percentage completed as supported by the Schedule of Values (SOV). No additional documentation is required. Allowances in the Cost of Work shall be bid as required, adjustments made to the SOV and paid based on percentage completed as supported by the adjusted SOV.
- 2.4 **CM Fee & P&OH:** The CM fees (Paragraph 7.2 of the Agreement and generally, the overhead and profit portion of the proposal) approved during the negotiations as a percentage may be invoiced in proportion to the percentage of Work completed. No backup documentation is required.

**2.5 Table of Supporting Documents**

Category	Contract basis	Supporting Document
2.1 General Conditions	Negotiated <u>Calculated Daily Rate</u> Allowances in SOV / Proposal	<u>Daily rate x calendar days worked</u>
2.2 CM field staff	Negotiated <u>Calculated Hourly Rate</u> Allowances in SOV / Proposal	<u>Hourly rate x hours worked</u>
2.3 Scope of work (bid)	Competitive bidding in SOV / Proposal	Pay App (Certified Payment Application) or Invoices from subcontractors / vendors
2.3 Scope of Work (allowances)	Negotiated Allowances in SOV / Proposal Followed with Competitive bidding	Pay Apps or Invoices from subcontractors / vendors
2.4 OH&P and CM Fee	Negotiated lump sum in SOV (Schedule of Value) / Proposal	<u>lump sum x % of progress of work in \$ value</u>

**C. SELF-PERFORMED WORK**

- 3.1 The CM may request approval for self-performed work by submitting a completed **PMG-11, Self-Performed Work Approval Letter** with required documentation as described herein below.

- 3.2 If the **CM** is self-performing Work for which the **CM**'s price is the result of being the low bidder (if the Work was competitively bid) or of being the low proposed price (if three quotes were provided), then the pay requests made in the same manner as for other subcontractors.
- 3.3 If circumstances are such that the **CM** is self-performing Work, and the award was not based on the conditions described above (e.g. schedule requirements, emergencies, etc.), then the **CM** shall include the following documentation with the pay request.
- a. All labor shall be documented on weekly time records at a wage scale commensurate with that paid in the area and trade including all labor taxes and insurance (the **CM** shall provide justification for rates used.). All labor shall be documented on weekly time records at a wage scale commensurate with that paid in the area and trade including all labor taxes and insurance (the contracted firm shall provide justification for rates used).
  - b. Material purchases in amounts exceeding ten-thousand dollars (\$10,000.00) shall be documented by written quotations from at least three vendors. Documentation for material purchases for amounts less than ten-thousand dollars (\$10,000.00) shall include documented telephonic quotations from at least three vendors shall be secured. Documentation of the required quotations shall be submitted with first the pay request which includes payments for such materials.

#### **D. SAVINGS, GENERAL CONDITIONS & FEES**

- 4.1 All **MP-GMP** savings (bid savings and unused allowances under general conditions) accrue to the **CM**'s contingency and shall be available for Owner's use. At the completion of the project, any remaining savings shall be returned to the Owner in a deductive change. See Paragraph 5.3 of the Agreement.
- 4.2 **General Conditions and Fee:** items budgeted as part of the fee as identified by Paragraph 6.2 of the Agreement, or as General Conditions as identified by Paragraph 7.2 of the Agreement, 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 be approved in writing by the **UFS-PM**.

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### **SECTION IV PROCEDURES FOR SELF-PERFORMANCE OF WORK**

#### **A. PROCEDURES**

These procedures are to be followed for any Work that is Self-Performed by the **CM** that is not a part of the **CM** Fee or General Conditions.

- 1.1 Paragraph 2.1 of the Agreement between Owner and Construction Manager provides, "Unless otherwise authorized by the Owner, all permanent construction for the Work shall be performed under trade contracts held by the **CM**, or with the **CM**'s own forces".

#### **B. PRIOR CONSENT**

- 2.1 The **CM** must make its request to self-perform Work to the **USF-PM**. Consent of the university must be received in writing.
- 2.2 Consent may be given if: the **CM** to submit proposal for self-performance of Work, together with quotes from other trade contractors for performance of the same Work. If the **CM** is unable to secure quotes due to insufficient trade contractor interest, the **CM** shall provide documentation of items efforts to secure the required quotes. See procedures and dollar limits for quoting University Work, Item 11 of MPG-Exhibit A (Minor Projects Project Administration Checklist).

#### **C. SCOPE OF SELF-PERFORMED WORK**

- 3.1 Items that will be considered for self-performance include, but are not limited to:
- a. General Conditions items.
  - b. Work for which sufficient scope does not exist to attract trade contractor interest, or for which the schedule for the Work spans a time period, which is sporadic and broken over the duration of the Project.

- c. Work, which must be performed to eliminate safety violations or remedy emergency conditions.
- d. Unforeseen work for which the timing has significant and negative impact on the schedule of the project, or Work for which the university mandates an accelerated schedule to complete component parts of the Project. (Circumstances such as completeness of architectural drawings, time required to generate appropriate bid packages, and change order liability will be considered.)
- e. Portions of the Work for which the **CM** has a proven track record of performing such Work, and for which the participation by the **CM** would be advantageous to the university.

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## **SECTION V UNIVERSITY PROJECT PROCEDURES**

### **PART 1 GENERAL**

#### **A SECTION INCLUDES**

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

#### **B QUALITY ASSURANCE:**

- 2.1 Promptly upon award of the Contract, notify all pertinent construction related personnel regarding the requirements of this Section.
- 2.2 Require that all personnel who will enter upon the university property certify their awareness of and familiarity with the requirements of this Section.

#### **C WORK SEQUENCE**

- 2.3 Work shall be executed to minimize disruption of activities at the project site(s) or building. The **CM** shall submit to the Designer and **USF-PM**, if requested by the **USF-PM**, 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 **FM-DC** prior to initiation of work at site.
- 2.4 Forty-eight (48) hours, or two (2) weeks for the Health Science Center projects, 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 **CM** shall notify the **USF-PM** in writing. 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.

#### **D CONTRACTOR USE OF PREMISES AND UNIVERISTY OCCUPANCY**

- 3.1 Use of the university premises by the **CM** 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 **CM** and **CM**'s employees will be provided, subject to availability. Coordinate use of premises under direction of **USF-PM**. Develop plan for staging of work, locations of storage areas, layout areas, and temporary offices, and submit for approval by **USF-PM** seven (7) calendar days prior to the Notice to Proceed.
  - a. The **CM** 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 **USF-PM**. Use of other nearby site or floor areas or buildings for staging or other purposes must be pre-approved by the **USF-PM** and other university representatives. All weekend and after normal business hours Work shall be approved by the **USF-PM** a minimum of seventy-two (72) hours in advance.
  - b. The **CM** 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 **USF-PM**. 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.
- 3.2 The **CM** 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 **CM** 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.

- 3.3 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.
- 3.4 Exercise the utmost care to protect from damage to existing landscaping, equipment, furniture, building finishes, etc.
- 3.5 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 **CM**'s expense. The work shall be accomplished subject to the university's approval.
- 3.6 If the **CM** makes arrangements for closure of a corridor, hallway, egress route, etc. that provides access to other floor areas, **CM** shall make provisions for alternative access to such other nearby areas that are acceptable to the **USF-PM**. Any existing sidewalk closed due to project fencing, shall be replaced, during the duration of the project with any alternate, temporary "mulch" sidewalk.
- 3.7 The university will occupy the surrounding premises during the entire period of the Work of this Contract to conduct its normal operations. Cooperate with university in all construction operations to minimize conflict, and to facilitate university usage.

## **E JOB CONDITIONS**

- 4.1 When staging material in or on the structure and during application, the **CM** shall ensure that overloading of the staging area and/or structure does not occur. Keep all premises free from accumulation of waste material and rubbish, and remove from the project site daily.
- 4.2 All areas within the project are designated as NO SMOKING areas. The **CM** shall not allow any workers to smoke within university building(s).
- 4.3 If any utilities, local and university provided, are required that are not readily available at the project site, the **CM** shall pay for the temporary installation of such utility and monthly charges, as determined by usage.
- 4.4 The **CM** shall at all times guard against damage or loss to the property of the university or other contractors or vendors working at the university; and shall be held responsible for replacing or repairing any such loss or damage. The university may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damaged property through negligence of the **CM** or its agents.
- 4.5 Replace, at no cost to the Owner, any trees, shrubs, lawns or plantings damaged by the **CM** or its agents during the Work of this project within two (2) weeks of occurrence. Grassed and planting areas generally have irrigation systems below grade; verify location of these systems and all other underground utilities in Work or staging areas prior to the start of construction. Repair and pay all costs associated with damaged utilities.

## **F ACCESS TO SITE**

- 5.1 Unless as specified elsewhere, access is normally restricted to the period from 7:00 am to 5:00 pm Monday through Friday. **FM-DC** representatives may vary these hours at their discretion.
- 5.2 The **CM** shall access site through a single point designated by the **USF-PM**. Random access to and from site will not be permitted. Fixed times for arrival and departure of most construction forces, as a group, should be established by mutual agreement between the **CM** and the **FM-DC** representative. Changes and additions to normal working schedules shall be communicated a minimum of forty-eight (48) hours in advance through the **USF-PM**.

- 5.3 The university will endeavor to notify the **CM** as soon as possible if a situation exists which may preclude timely access to or use of the project site.
- 5.4 The contractor shall not work at the project site on any day the University of South Florida is officially closed.

## **G OSHA CONDITIONS**

- 6.1 The **CM** shall conform to OSHA and other safety requirements during this project.

## **H TRANSPORTATION FACILITIES**

- 7.1 Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the project site(s). Repair/replace all damaged areas, joint to joint, at no cost to the Owner.
- 7.2 Provide a minimum of forty-eight (48) hour notice to the **USF-PM** and the University Police Department (UPD) of all proposed traffic/roadway activities that may impact the university's normal use of its roadways. It shall be the responsibility of the **CM** to furnish road signs, cones, and flagmen when closing (or partially) roadways, intersections or sidewalks. The university will not furnish signs of any kind due to construction closures. Active closures shall always be staffed with appropriate personnel, traffic barriers and signs.

## **I CONTRACTOR'S VEHICLES**

- 8.1 No off-site parking will be provided as a part of this contract, except as provided by permit in designated university parking areas.
  - a. Parking permits are required for all personnel and business vehicles.
  - b. Do not permit such vehicles to park on any street, parking lot or other area of the university property except in the area(s) so designated by the **USF-PM** and the USF Parking and Transportation Services Division.
  - c. Secure all required Parking Decals and/or permits as required by the university.

## **J SECURITY**

- 9.1 Any construction sites located on any of the University of South Florida campuses come under the jurisdiction of the University of South Florida Police Department (UPD). Any incident requiring police service should be reported to the **UPD** at (813) 974-2628 or 911 immediately. Additional information may be found on **UPD** webpage: [www.usfpd.usf.edu](http://www.usfpd.usf.edu).
- 9.2 Construction companies are required 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 **UPD**.
- 9.3 Restrict the access of all persons entering upon the university property in connection with the Work to the agreed upon access route and to the actual site of the Work.
- 9.4 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.
- 9.5 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.
- 9.6 Provide **USF-PM** and the **UPD** keys to all construction gates and building entrances.
- 9.7 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.

## **K PERSONNEL RULES**

### **10.1 Identification of Personnel:**

- a. 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.

- b. All contractors shall provide the **UPD** and the **USF-PM** with a list of the names and telephone numbers (including beepers and pages) of supervisors of construction at the project site(s).

#### **10.2 Association with students, staff and faculty:**

- a. Association with students is not permitted.
- b. Trafficking or trading in goods with students is not permitted.
- c. 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.

#### **10.3 Prohibited Personal Items:**

- a. Do not bring items which are not required for performance of work; neither in personal vehicles nor on one's person.
- b. 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.

#### **10.4 Criminal Records and Work Release:**

- a. 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 **UPD** of such practice and provide the names of all persons employed under the Work Release Program.
- b. Contractors and their employees are to obey all laws as well as rules of the University of South Florida when they are on university property.

#### **10.5 Meals:**

- a. Workers should bring their lunch or leave the university to obtain meals. Food service for construction workers will not be provided at the university.
- b. If vending machines are available, they will be identified at the Pre-construction meeting.

#### **10.6 Visitors:**

- a. On site visitors of construction workers are prohibited. Persons not working on the Project are required to first seek approval of the **USF-PM** before visiting site.

### **L TOOLS AND MATERIALS**

- 11.1 Contractor shall endeavor to introduce only necessary tools into the project site, and in the least possible number.
- 11.2 Construction companies and their employees are requested to secure all property as much as **feasible** to reduce theft or damage to equipment or property.
- 11.3 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.

### **M CONSTRUCTION SITE TRAILERS**

- 12.1 Contractor's construction site trailer (if required): 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.
- 12.2 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 USF underground sanitary lines is not allowed. Contractor to provide holding tanks. Connection to USF underground water system shall only be as directed by the **USF-PM**.

Contractor to remove connections to USF utilities at end of project and replace/re-build/repair existing lines to the satisfaction of the **USF-FM**.

## **PART 2 PRODUCTS**

### **A EXTERIOR MATERIALS / FINISHES SAMPLE MOCK-UP WALLS**

- 1.1 In addition to mockups specified elsewhere, the Contractor, if required, shall provide a mockup, size as appropriate and approved by the **USF-PM**, 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's Agent. The approved mockup shall be used as a quality standard for materials, finishes and construction, and shall remain in-place until substantial completion. Mock-up shall not be a part of the building(s). Confirm location with the **USF-PM**.

## **PART 3 EXECUTION**

### **A. NOT USED.**

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## **SECTION VI SUBSTANTIAL COMPLETION & CLOSEOUT PROCEDURES**

### **A. REQUEST FOR PROJECT CLOSEOUT INSPECTION**

- 1.1 When determined by the university on the basis of scope, duration and complexity of the project, the **MPG-Exhibit E (Minor Projects Certificate of Contract Progress & Payments)** may be substituted for **UPM-Exhibit H1 (Certificate of Substantial Completion)**.

- 1.2 **SUBSTANTIAL COMPLETION:** When **CM** considers Work substantially complete, the **CM** shall submit to the **A/E**:

- a. A letter on **CM** letterhead stating and certifying that:
  - i. Work is Substantially Complete.
  - ii. Operating & Maintenance Data Binder (if required by the scope of the Work); are complete and available or will be prior to inspection.
  - iii. Orientation and training for facility maintenance personnel is complete or will be prior to inspection (if required by the scope of the Work).
- b. A list of items (Punchlist) to be completed or corrected and dates scheduled for completion or correction of each item.

- 1.3 **FINAL INSPECTION:** When **CM** considers Work complete, **CM** shall submit to the **A/E**:

- a. A letter on **CM** letterhead stating and certifying that:
  - i. Work is complete and in accordance with Contract Documents and ready for Final Inspection.
  - ii. Project Data Binders and Construction Record Documents are complete and available or will be prior to inspection.
  - iii. 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 available or will be prior to inspection.

### **1.4. RESULTS OF CLOSE OUT INSPECTIONS**

- a. Upon receipt of an appropriate request for close out inspection, the **A/E** will schedule an inspection meeting with the **CM**, and the **USF-PM** to determine the status of completion.
- b. 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.

## 1.5 SUBSTANTIAL COMPLETION

The **A/E** will prepare UPM-Exhibit H1 (Certificate of Substantial Completion) accompanied by a list of items to be completed or corrected (punchlist), and will submit Certificate to the **CM** and to Owner for signature with an accounting of Liquidated Damages due, if any, when the **A/E** verifies that:

- a. Work is Substantially Complete based on an inspection conducted pursuant to an appropriate request for close out inspection.
- b. Orientation and training for facility maintenance personnel is complete.
- c. Operating & Maintenance Data Binders are complete and have been delivered to the **USF-PM**.
- d. If applicable, PMG-06B (Insurance Coverage Request Form) has been completed and delivered to the **USF-PM**.

## 1.6. FINAL INSPECTION: The **A/E** will certify that the Work is Complete (that the Punchlist is complete), and will initiate Final Adjustments, when the **A/E** verifies that:

- a. Work is complete in accordance with Contract Documents based on an inspection conducted pursuant to an appropriate request for close out inspection.
- b. Orientation and training for facility maintenance personnel is complete.
- c. 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 have been delivered to the to the **USF-PM**.
- d. Project Data Binders and Construction Record Documents are complete and have been delivered to the **USF-PM**.

## B. WARRANTY INSPECTION

- 2.1 When determined by the university on the basis of scope, duration and complexity of the project, and as stipulated in the **MP-GMP** or the Proposal, 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.
- 2.2 Warranty Inspection will be attended by at least one representative each of the Owner, and the **CM**.
- 2.3 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.

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## SECTION VII USF WORKLOAD VOLUME REPORTS

### A. INSTRUCTIONS TO CONTINUING SERVICE PROVIDER

- 1.1 **USF Continuing Service Providers'** assistance and full compliance in the collection of this information is essential in successful management of USF Minor Projects program. We cannot guarantee that each provider will receive an equal amount of work, but this report will assist us in evaluating work distribution. Please contact **FM-DC** office with questions:
  - a. In accordance with your continuing service contract with USF, this pertains to our procedure for reporting monthly workload levels performed by each provider that is under contract using MPG-Exhibit D (Minor Projects Monthly Work Load Volume Report).
  - b. This has been and will continue to be a cumulative report, reflecting workload volume during each contract period. The first report, therefore, is due on the first of the month following the full execution of your contract.

### B. OVERALL INSTRUCTIONS FOR WORKLOAD VOLUME REPORTING

- 2.1 Every month will reflect the total and cumulative amount of work distribution for each provider as we continue throughout the life of the contract. The purpose is to carry forth the workload levels each month and continue to "add" new workload assignments (and change orders) to the report that increase (or decrease) the amount of work.

- 2.2 The date for submission of the USF Workload Report will be the **first of every month** and will reflect your workload “to date” that was assigned to your firm during the prior month.
- a. **All work performed based upon your firm having a continuing services contract with the university should be listed.** This should include all USF Purchase Order work originating from and including **FM-DC, FM-OPS**, Auxiliary, Housing, etc. It should also include work that was obtained by your firm through other entities that would not necessarily issue a USF Purchase Order, but procured your services because of your continuing services contract with the university (i.e., DSO, Foundation, food service vendor, etc.).
  - b. **Work performed at USF, but not associated with your continuing service contract should NOT be listed.** Other work that is procured through a construction management firm, etc., and is not directly through USF because of your continuing service contract should NOT be reported on the Workload Volume Report. The Workload Volume Report should only reflect work done directly with USF through the continuing service contract.
- 2.3 Please continue to report every 1st of the month even when there is no added assigned work to report. I will be able to see from your submission that the total amount remained the same.
- 2.4 The workload report is attached, and should be submitted electronically to:
- 2.5 This Excel spreadsheet has formulas imbedded in the **total** line at the bottom. As you continue to add to this report and submit it every month, please insert additional lines in the middle of the spreadsheet so as not to alter the formulas.

### C. FOR PROFESSIONAL SERVICES CONTRACTS

#### 3.1 Campus Service Consultant’s Percentage Column:

There is a column on the worksheet entitled “Campus Service Consultant’s Percentage”. Please indicate the percentage of work that **your** firm will perform. If there are no sub-consultants and your firm performs the entire amount of work, then please indicate one-hundred percent (100%). **For CM contracts, this column is not included in your reports.**

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End of USF Minor Project Guide (MPG)