

San Pasqual Band of Mission Indians
San Pasqual Housing & Community Development
Private Home Ownership Program Policies and Procedures Manual

Contract Administration Policy

I. Purpose

The following procedures for uniform administration of a contract shall be applicable to all construction contracts awarded by the San Pasqual Band of Mission Indians Department of Housing & Community Development (SPH&CD) to simplify recordkeeping throughout the course of the contract.

II. Contracts

- A. Any contract under \$50,000 is able to be approved by the Housing Board and does not need to go through the formal bid process.

III. Procurement Department

- A. At contract award, ensures that the corporate principal, partners or owners sign the first and last pages of the specifications, drawings, addendum, and the contract.
- B. Ensures that the Executive Director (or Contracting Officer, if other than the Executive Director) signs the same documents for the SPH&CD.
- C. Ensures that four (4) originals are signed and distributed as follows;
 - a. One (1) copy for the SPH&CD'S permanent contracting file,
 - b. One (1) copy to the contractor,
 - c. One (1) copy to the Architect/Engineer (A/E), and
- D. Assigns contract number as prescribed in these procedures, and forwards the information to the requesting department/contract administrator.
- E. The Procurement Office shall ensure that no bid bonds are returned until the contract has been executed and the required bond furnished, or all bids have been rejected, or the time specified in the bidding documents during which bids remain binding has expired.

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IV. Requesting Department/Contract Administrator

- a. The Construction Department Manager, the designated contract administrator, and Development Coordinator shall be responsible for administering construction contracts and complete recordkeeping.
- b. Contract Register. Upon receipt of notification from the Procurement Department that the contract has been awarded (signed) and a contract number has been assigned, the requesting Department Manager or the designated contract administrator shall establish a contract register.
- c. Pre-construction Conference. As soon as possible, but no later than fourteen (14) to twenty-one (21) days after contract award, the contract administrator shall schedule a pre construction conference with the contractor and all of his/her proposed subcontractors, the architect, and SPH&CD staff involved, to ensure that all parties have a common understanding of their respective roles and responsibilities. The department clerk shall take notes at the meeting and prepare a written transcript of the proceedings within 5 working days. At a minimum, the preconstruction meeting shall cover the following topics:
 - a. A review of the General Conditions and all supplements to the contract.
 - b. A thorough discussion of the specifications and drawings.
 - c. A review the SPH&CD'S Contractor's Handbook and/or bid package. If a Handbook has not been developed, the contract administrator must explain SPH&CD requirements that are necessary for the administration of the contract.
 - d. The contract administrator shall explain orally or provide written material explaining the SPH&CD'S requirement's for:
 - a. Indian Preference, and equal employment opportunity,
 - b. Posting the job,
 - c. Inspections (frequency and by whom),
 - d. Initiation and approval of Change Orders,

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- e. Construction progress meetings (frequency and attendees). At a minimum, progress meetings must occur every 30 days,
 - f. Periodical pay estimate submissions by the contractor and the SPH&CD'S established schedule of payments (as defined in the General Conditions),
 - g. The SPH&CD'S requirements for stored materials,
 - h. A discussion of the sub contracts, including the required contract clauses, and
 - i. A discussion of the SPH&CD'S responsibilities for monitoring the contractor's compliance with the terms and conditions of the contract,
 - j. Negotiation of the Construction Progress Schedule,
 - k. A discussion of the submission of all required forms properly executed,
 - l. A discussion of the SPH&CD'S procedures for review and monitoring of all contract and subcontract documents, and
 - m. An agreement is reached on the date for Notice to Proceed.
- e. Notice to Proceed. The Construction Department Clerk shall obtain the required signatures on the Notice to Proceed, and transcribe the minutes of the preconstruction conference within five (5) days. Distribution and maintenance of the documents shall be in the same manner as the executed contract documents.
 - f. Construction Start. The contract administrator must ensure that the substantive work under the contract begins on the date stipulated in the Notice to Proceed.

V. Inspections

- A. Construction Progress Meetings. The contract administrator shall ensure that Construction Progress Meetings occur at least every 30 days (more frequently if circumstances warrant). During these meetings the contract administrator should remember that it has no contractual relationship with any of the subcontractors and that business concerning the construction is to be transacted only with the contractor. Minutes of each meeting shall

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be taken and transcribed by the Construction Department Clerk and copies distributed to all interested persons.

- B. Inspections. The contract administrator shall ensure that inspections occur, at a minimum, as follows:
1. Daily by the SPH&CD inspector as appointed by the SPH&CD while work is in progress,
 2. As stipulated in the contract by the architect, and
 3. Unscheduled, by code inspectors.
- C. Inspections. The contract administrator shall ensure that the SPH&CD on site inspector maintains a Daily Construction Log to provide a permanent record of the construction activity and contain all factual information concerning delays, disputes, controversies, problems arising, and comments on actions taken to remedy deficiencies. Daily entries are to be made in the log and signed by the inspector, and countersigned by the architect. A copy should be maintained on site and a copy sent to the SPH&CD. Even if requested by the contractor, these records need not be provided. The contract administrator and/or the SPH&CD inspector shall also ensure that a record is maintained of the following:
1. the daily temperature,
 2. the amount of precipitation,
 3. delays in obtaining labor and materials, duration, and reason,
 4. labor disputes or strikes, including the duration, and the applicable construction trade,
 5. delays experienced by others in completing non contract public improvements (whether on site or off site), and
 6. other causes for delays such as fires, floods, vandalism, or court orders.
- D. The contract administrator must ensure that the contractor submits a Construction Progress Schedule (Form HUD 5372) to enable the SPH&CD to monitor construction activities from the date specified in the Notice to Proceed through the actual development completion date. The Construction Department Manager or his/her designee and the architect review the contractor's Construction Progress Schedule to determine that

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the Scheduled dates and amount of work to be completed, are feasible, and consistent with the contract. If acceptable, the architect signs the Schedule and forwards it to the Contracting Officer for approval. The signed form is returned to the contractor. A copy is maintained in the project file.

- E. Shop Drawings/Material Submittals. If the SPH&CD requires shop drawings and material samples (submittals), the development coordinator must ensure that the contractor prepares and submits the required documents to the architect. The cover letter from the contractor should list the shop drawings being submitted and should state whether the shop drawings deviate from the approved construction documents. Each submittal should include:
1. a descriptive title and drawing number,
 2. a brief description of the work involved,
 3. the project number and name or location,
 4. the contractor's name (and if applicable, the subcontractor's name), and
 5. evidence of the contractor's approval if the submittal is prepared by a subcontractor or lower tier contractor or supplier.
- F. The SPH&CD'S architect shall review the submittals to determine whether they are consistent with the construction documents. If unsatisfactory, the architect returns the submittal(s) to the contractor with a letter stating the reason it is unsatisfactory. The contractor makes the necessary changes and resubmits the documents. If a submittal meets all requirements, the architect approves the documents by doing the following:
1. For submittals meeting all requirements Sign and date each shop drawing and include a statement that the shop drawing is approved, but the contractor shall verify and be responsible for all related documents and job conditions of the work.
 2. For submittals which differ from the contract documents but which are acceptable, send a letter to the contractor indicating that the shop drawing or sample was approved and advising the contractor of the following:

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- a. The modification in the submittal is approved in the interest of the SPH&CD to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the contract price or time, it is subject to all contract stipulations and covenants; and it is without prejudice to any and all rights of the SPH&CD under the contract and surety bonds(s), if any.
 - b. The approval of the shop drawing is general and does not relieve the contractor of the responsibility for adherence to the contract, nor is the contractor relieved of the responsibility for any error which may exist.
 - c. The architect retains a copy of the approved shop drawings or samples, and forwards a copy to the contractor and the SPH&CD. Approved samples and data are to be retained both at the SPH&CD office and the project construction office for comparison during construction.
- G. Change Orders. The contract administrator shall ensure that all changes to the contract shall be in accordance with these procedures. See section VIII.

VI. Payments

- H. Contractor Payments. The contract administrator shall process all payments to the contractor in accordance with X. of these procedures.

VII. Final Inspection

- A. Final Inspection No work should be accepted without a final inspection by the SPH&CD. The date for Final Inspection shall be set by the SPH&CD after receipt of written notification by the contractor (in accordance with the contract) and after the SPH&CD determines that the work is ready for final inspection. Final inspections shall be conducted as follows:
- 1. The contract administrator shall notify all interested parties (i.e. architect, inspector, and contractor). The SPH&CD may include the homebuyer in the Final Inspection, or may Schedule a separate inspection at the time of move in.

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2. The architect and/or the contract administrator transmits the results of the Final Inspection by letter to the contractor along with punch lists which include any deficiencies identified by the SPH&CD'S architect, or inspector.
 3. If no deficiencies, other than minor punch list items or items of delayed completion are identified, the contract administrator shall notify the contractor to prepare closing documents.
 4. Punch list items of delayed completion is a record of incomplete or unsatisfactory items of contract work, prepared prior to the date of the Final Inspection. Incomplete or unsatisfactory items of contract work still existing at the time of final inspection and determined inappropriate to complete prior to occupancy are known as Items of Delayed Completion. The SPH&CD'S architect shall prepare the punch list for follow up monitoring and inspection of the work and determine the value of Items of Delayed Completion so funds may be withheld from payment to the contractor pending completion.
- B. Punch Lists. A separate punch list should be prepared for each building or part of the work and should include, at a minimum:
1. Date of inspection;
 2. Scope and location of work performed;
 3. Specific location of the deficiency, except for deficiencies of a general nature common to all work.

All punch lists prepared should be distributed (in the number of copies needed by each) to the contractor and the SPH&CD. The contractor's copies should be sent with a letter requesting prompt correction of the items listed.

At the time of settlement, an amount equal to 1 1/2 times the amount determined by the SPH&CD'S architect as necessary for the correction of items on the punch list should be withheld from the amount of the final settlement.

VIII. Warranty

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- A. As-Built Drawings. The SPH&CD'S architect shall be responsible for obtaining a copy of reproducible as built drawings from the contractor upon completion of the project. All significant deviations are to be noted on the applicable architectural sheet. Detailed descriptions and changes may be made to the applicable sheet or a note may be made referring to attachments, other sheets, or to Change Orders. Separate attachments shall cross-reference the related architectural sheet. The actual location of underground utilities shall be recorded to show:
- a. depth of underground lines from finished grade and the distance from buildings,
 - b. depth from finished grade and distance from buildings of related underground work such as bends, clean outs, connections, branches, cutoffs, and sewer ends, and invert elevations of the storm and sanitary sewage system.
- B. Warranty Inspections. The contract administrator shall ensure that each dwelling unit is inspected at least once during the contractor's warranty period. A system should be developed to compile occupants' complaints regarding potential warranty items to assure all covered deficiencies are corrected during the warranty period. The contract administrator shall ensure that copies of the inspection reports and notifications to the warrant or are kept on file at the SPH&CD for at least three years after completion of the warranty period.

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IX. Change Orders

- A. All changes to the contract whether pertaining to changes in the contract work or extensions of contract time, shall be processed in accordance with these procedures. They shall be documented by a Change Order, regardless of whether or not such change involves the contract price or affects time of completion.
 - a. The Contracting Officer may, at any time, without notice to the sureties, by written order designate or indicate changes in the work within the general scope of the contract. Changes may include but not be limited in the specifications (including drawings and designs); in the method or manner of performance of the work; SPH&CD furnished facilities, equipment, materials, services, or site; or directing the acceleration in the performance of the work.
 - b. The contract administrator shall ensure that all change orders are made in accordance with provisions of the construction contract. He/she shall review each change order as carefully as each item of original cost, so that the price previously agreed upon and reflected in the contract is not made less supportable and reasonable as a result of changes during construction. If the additional work is necessary, the Construction Department Manager shall determine whether it is practical to do the work by a separate contract rather than by change order.
 - c. The Construction Department Manager or his/her designee shall review all change orders, whether initiated by the contractor or the SPH&CD to ensure that the change orders are processed as follows:
 - a. The change order is in sample form in appendix.
 - b. That all reasonably related items involved in a change are incorporated in a single order.
 - c. Each change order refers specifically to the applicable governing provisions and method set forth in the contract and shall include a complete description of the change proposed.

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- d. Each change order shall establish the fixed price for the change (whether an increase or decrease in price) and shall contain a statement as to whether the contract time is to be changed.
- e. Each change order shall contain within itself a complete record of the changes without requiring reference to other documents, except as noted below.
- f. Change order drawings should be cross referenced to the Plans and Specifications and one copy of the modified requirement attached to each copy of the order. It should be identified in the change order by number and date.
- g. Signatures should be shown on the face of the change order. If they must be shown separately, the sheet on which they appear must bear the same identifying information as appears on the change order.
- h. The Construction Department Manager or his/her designee shall prepare an original and five copies of each change order. The original and four copies are sent unsigned to the contractor with a cover letter requesting that the contractor sign and enter the date of acceptance on each copy and return the original and three copies to the SPH&CD. The construction department shall retain one copy for its records pending return of the executed documents.

If the contractor requests an equitable adjustment in price (other than as specified in the change order), the contractor must submit a proposal to the SPH&CD within 30 days of receipt of the change order. Any request for equitable adjustments of price must be in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract broken down into: direct costs, indirect costs, and profit. The contractor is not permitted a profit on the profit received by any subcontractor as stipulated in the General Conditions or the Terms and Conditions of the Contract.

- i. The SPH&CD'S architect will review any proposals for equitable adjustments and verify for the contracting officer that the proposal is

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in the best interest of the SPH&CD. The architect should assure that the price adjustment is reasonable.

- j. The Construction Department Manager or his/her designee shall prepare a Report on Change for the signature of the contracting officer and attached to three copies of the change order, but not the original. It shall be prepared on the SPH&CD'S letterhead with a full justification for the change prepared by the architect. The following information shall be included in the Report on Change:
 - 1. Project Number, Change Order Number, Date.
 - 2. The number of copies of order submitted.
 - 3. A listing of supporting papers such as the contractor's breakdown and the change order drawings, giving the dates of each.
 - 4. A statement whether construction contingency funds are available, and all other pertinent data.
- k. The contracting officer approves change orders and proposals for equitable adjustment.
- l. If the SPH&CD cannot reach an agreement with the contractor for equitable adjustment it will be considered a dispute under the General Conditions and Conditions of the Contract. The contractor is not, however excused with the contract as changed. The contracting officer issues a proceed order.
- d. The Construction Department Manager or his/her designee shall review all change orders and guard against the following:
 - a. A change covering an item, or part of an item, which is an obligation of the contractor.
 - b. A change solely for the convenience of the contractor, without benefit to the SPH&CD.
 - c. Inadequate justification for the requested change.
 - d. Improper computation of the overhead and profit allowance. For example, the overhead and profit costs are included in the unit price for the change, as well as charged as a percentage of the net amount.

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Also, the contractor shall not be allowed a profit on the profit received by any subcontractor.

- e. Unwarranted or improperly justified extensions of time.
- f. Failure to attach supporting documents, such as the contractor's proposal, the SPH&CD's statement of justification, or any necessary change order drawings.
- g. Lack of formal or written authority in the person signing for contractor to bind the contractor.
- e. The Construction Department Manager or his/her designee shall ensure that change orders for each contract are numbered sequentially. The series of numbers should not be broken and all numbers should be accounted for. A revised change order should have the word "revised" or "REV" affixed to the change order number.
- f. The contract administrator shall maintain a change order register to have current information on the status of all change orders. The register shall be a permanent record of all actions taken in connection with each order. It will be maintained at the SPH&CD office with a copy provided to the SPH&CD inspector at the site.

No specific form is required, however, at a minimum the following information shall be entered on the register:

- a. Change Order Number,
- b. Description of the change,
- c. Date approved by the SPH&CD,
- d. Price adjustment (if any), and the appropriate account affected by the adjustment,
- e. Time extension, if any.

X. Time Extensions

- A. The Construction Department Manager or his/her designee shall ensure that requests for time extensions meet the following criteria:

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- a. The contractor submitted a written notice to the SPH&CD within 10 days of the start of the delay.
 - b. The severity and extent of adverse weather could not have been reasonable foreseen by the contractor (normal seasonal levels of rain, snow, or cold, should have been considered by the contractor).
 - c. The cause of the delay was beyond the contractor's control (e.g., strikes, vandalism, court orders, etc.)
- B. Upon receipt of a contractor's notification of delay and request for extension of time, the contract administrator shall notify the contractor by letter of the date of receipt of the request. The letter should include the following notifications:
 - a. Since the actual delay in the whole of the work is difficult to determine until all of the work is completed, immediate consideration will be given to the request and a extension granted if the facts warrant; and
 - b. Otherwise the request will be given consideration upon completion of all work.
- C. Upon notification, the Construction Department Manager or his/her designee reviews its records to ensure that all information and facts are complete and current and determines the timeliness of the contractor's notification with respect to the delay.
- D. In the event the work has not been completed or accepted by the established or extended deadline, the Construction Department Manager or his/her designee shall prepare a finding of fact, with the assistance of the architect and attorney, reviewing the pertinent construction contract, its records, and the criteria stated in this section. This shall be done prior to the issuance of any final completion documents.

If there has been no termination of the contract, upon completion of the findings of fact, the Construction Department Manager, after consultation with the SPH&CD'S architect and attorney, shall determine the liquidated damages, if any, to be assessed against the contractor. The amount of liquidated damages shall be included in the letter of notification.
- E. A letter of notification regarding damages will be prepared by the Construction Department Manager or his/her designee for the contracting

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officer's signature. The original of the letter only shall be sent to the contractor, without any other material pertaining to the issue. A copy of the letter, and all original documents pertaining to the finding of fact shall be labeled as the "master set" and maintained in a file.

XI. Contractor Payments

- A. The SPH&CD shall use form HUD 51000, Schedule of Amounts for Contract Payment, as a basis for making progress payments to the contractor, as well as pertaining to the General Conditions of the contract.
 - a. The contract administrator shall ensure that after award of the contract but before the first progress payment, the contractor furnishes a breakdown of the total contract price for each principle work category on form HUD 51000. If the contract covers more than one project, a separate HUD 51000 is to be submitted for each project to allow the SPH&CD to identify costs by project.
 - b. The Construction Department Manager or his/her designee and the architect shall review the completed form HUD 51000 to determine if the costs are reasonable. The review should focus on pay requests at the beginning of the construction contract which overstate the cost for items of work which are claimed to be done at the beginning of the project (front end loading). If the form is acceptable, the architect and the contracting officer sign the form. After the Schedule of Amounts has been approved, it should not be changed. The original form is maintained by the construction department and a copy is sent to the contractor.
 - c. The Construction Department Manager or his/her designee is responsible for making partial payments to the contractor based on the contractor's Periodical Estimates for Partial Payment, form HUD 51001, which in turn are based on the values listed on the form HUD 51000. Partial payments for acceptable completed work and materials delivered and stored on the site are made on 30-day intervals.

NOTE: If the contractor chooses to store material in a location off site and in a secured area, he may be paid for those materials only if an off site storage agreement has been executed. In some extraordinary

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instances where a contractor has purchased a large quantity of materials and needs cash, the SPH&CD may make a payment in less than the 30-day interval.

- d. The contract administrator shall review the first Periodical Estimate for Partial Payment to ensure that it is accompanied by the form which designates the Payroll Officer, form HUD 5282, Certificate from the Contractor, Appointing Officer or Employee to Supervise Payment of Employees. If during the course of the contract the Payroll Officer is changed, the contractor must submit a new HUD 5282 with the next request for payment. Each request for payment shall be accompanied by the following documentation, as applicable:
 - a. Schedule of Change Orders
 - b. Schedule of Materials Stored
 - c. Summary of Materials Stored and
 - d. Construction Progress Schedule, which shows the dollar volume and percent of completion for the month for which the pay request covers.
- e. The contract administrator and the architect (if applicable) shall review the contractor's pay request and attachments. The SPH&CD may adjust the value of the pay request if there is a discrepancy in the math or if they do not agree with the amount or quality of work claimed as completed. Corrections shall be done by lining out the incorrect figure and writing in the correct amount. The changes are initialed and dated after the pay request has reviewed for the following:
 - a. The request is consistent with the approved.
 - b. The request reflects the proper retained amount to be withheld by the SPH&CD in accordance with the General Conditions of the construction contract.
 - c. The work in place covered by the payment has been completed in accordance with the construction documents, as verified by the SPH&CD'S inspector(s).

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- d. The form HUD 51001 has been completed in accordance with the instructions contained on the form.
- e. The contractor has submitted all required reports, proofs of insurance and other required paperwork.
- f. After completion of the review and upon approval by the SPH&CD, the SPH&CD should requisition funds that payment can be made to the contractor.
- g. The finance department shall make every effort to pay the contractor within 20 days of submission of the period pay request. The SPH&CD should request lien waivers, releases, and evidence of payment to all persons performing work and supplying materials to the contractor or to the contractors subcontractors.
- h. The contract administrator retains the original HUD 51001 and any applicable supporting documentation for its project file. A copy of the SPH&CD approved pay request shall be mailed to the contractor by the Construction Department Clerk as notification of approval.

XII. Disputes, Claims and Controversies

- A. Whenever any difficulty, dispute, or other matter which may result in a claim by the contractor or an architect arises in connection with the development of a project, the SPH&CD and its contractors should immediately analyze and address the problem. The analysis should be prepared where there are claims for damages due to delays, requests for contract time extensions based on acts of the SPH&CD, claims for alleged extras because of changes in the plans and specifications, and all disputes involving substantial sums of money. All disputes and claims must be resolved in accordance with the General Conditions of the construction contract.
 - a. The Construction Department Manager or his/her designee is responsible for maintaining the necessary records, and if there is an indication that a contractor may file a claim, a record should be prepared establishing in writing the facts of the SPH&CD'S complete case. Typical records include but are not limited to:

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- a. The Daily Job Record prepared by the SPH&CD'S inspector(s), therefore, it is imperative that complete, detailed, and continuing records be maintained.
- b. The contract administrator shall create a separate file for each dispute, claim or controversy. All correspondence, reports, conference minutes, and any other material pertaining to the dispute shall be maintained in the file. This file should also contain an index to the entries made in the Daily Job Record concerning the dispute and cross reference to material filed in the change order, delay, or other files related to the dispute.
- b. The contract administrator shall prepare written statements covering all actions taken, conferences held, and decisions or agreements reached relative to the disputes. These written statements shall also be maintained in the dispute file.

XIII. Settlement Documents

- A. The Certificate of Completion may be a consolidated version or divided into a Part I and a Part II. The SPH&CD shall utilize the sample Certificates of Completion and the instructions for completing them which are appendices to the PHOP Policy and Procedures.
 - a. Prior to final acceptance and the preparation of settlement documents, the contract administrator shall review the pertinent contract documents, verify the records and the work, and establish complete and current data for use in contract settlement, giving particular attention to the following:
 - 1. Change Orders Status of all incomplete or unapproved change orders including, but not limited to, time extensions or estimates for reduction in contract price.
 - 2. Contract Work Status of the physical work under the pertinent contracts and approved changes as shown by the final inspection, including contract items dependent seasonal opportunity.
 - 3. Financial Status- The adjusted contract amount due to the contractor.

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4. Pending Claims asserted by the contractor still awaiting final administrative action by the SPH&CD.
 5. Bonds, Guaranties, As Built Drawings, Etc. Undelivered bonds, certificates, warranties, guaranties, drawings, charts, samples, operating instructions, records of tests, etc., as required by the pertinent contract.
 6. Punch List/items of Delayed Completion - A complete record of all incomplete or unsatisfactory items remaining to be completed or corrected.
 7. Taxes and Assessments- Where applicable, the amount of real property taxes and assessments chargeable to the period of contract performance and paid by the contractor as shown by the original receipts for such payments shall be paid by the SPH&CD to the contractor at settlement in accordance with the terms of the Contract of Sale.
 8. Other Contingencies- All facts relating to any other items requiring disposition prior to final settlement.
- B. When it is determined that final settlement may proceed, the contract administrator shall obtain the following from the contractor:
- a. A Certificate of Occupancy and all other approvals necessary for occupancy by the local regulatory body (but not less than two copies).
 - b. Any documentation and actions required by the General conditions of the Construction Contract or the Terms and Conditions of the Contract of Sale including a Contractors Certificate and Release, in the form which is an appendix to the PHOP Policy and Procedures.
 - c. The contract administrator shall ensure the following documents are prepared:
 1. Report on Contractor's Exceptions The report shall include a statement of the current status of those exceptions concerning which there is no dispute; and an identification and date of determination on those disputes on which administrative SPH&CD action has not been completed.

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2. Certificate of Completion The Construction Department Manager or his/her designee, with the assistance of the architect, and if necessary, the SPH&CD'S attorney prepares the Part I or Consolidated Certificate of Completion.
- C. The Part I is an interim document, testifying to the physical completion of the contract to a point which will permit the project to be used for the purpose for which it is intended. It notes the exceptions as to full completion and the appropriate monies to be retained for each. It also notes the amount to be retained for the warranty period.
- D. The Consolidated Certificate of completion is used upon full completion of the project, unless a Part I has been issued previously, in which case a Part II Certificate of Completion is used.
- a. The contract administrator shall prepare a Part I if the following conditions are met:
 1. All work performed has been checked and found substantially completed in a satisfactory manner; and
 2. Items uncorrected or incomplete are minor in extent readily remedied, and their condition will not prevent satisfactory operation of the project, or hinder the progress of other contractors, if any, working on the project; and
 3. Open items cannot be resolved satisfactorily within a reasonably brief period of time owing to dependence upon seasonal opportunity or for other good reason; or
 4. The SPH&CD is retaining a cash warranty escrow during the full warranty period.
 - b. Only under the above conditions should the contract administrator prepare and the officer execute the Part 1. In every case where a Part I is issued, it must be followed by a Part II for making payment of the amounts withheld and to close out the contract.
 - c. Immediately upon proper disposition of all open items listed in the Part I and fulfillment of all contract obligations by the contractor, the contract administrator shall prepare and the contracting officer shall execute the Part II form.

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- d. The contract administrator shall maintain the following documentation for each type of Certificate of Completion:
 - a. Part I Form
 - 1. Certificate of Completion Part I
 - 2. Contractor's required submissions (Section II, G.2.)
 - 3. SPH&CD'S Schedule of change orders
 - 4. Tabulation of payments made to the contractor
 - 5. Report on Contractor's exceptions listed on the Certificate and Release
 - 6. List of punch list items and architect's/inspector's calculation of value
 - 7. Insurance Company notification.
 - b. Part II Form
 - 1. Certificate of Completion Part II
 - 2. Contractor's final required submissions (if any)
 - 3. Report on Contractor's Exceptions (if any)
 - 4. Tabulation of payments made after Part I approval
 - c. Consolidated Form
 - 1. Certificate of Completion Consolidated
 - 2. Contractor's required submissions (Section II. G.2.)
 - 3. SPH&CD'S Schedule of change orders
 - 4. Report on Contractor's Exceptions listed on the Certificate and Release, if any
 - 5. Insurance company notification.