

Architect of the Capitol
·
Combating Fraud, Waste, Abuse & Mismanagement



**Audit of the
Cannon House Office
Building Renewal Project's
Substantial & Final
Completion for
Phase 3 & Phase 4**

OIG-AUD-2025-02

June 30, 2025

NATIONAL DEFENSE AUTHORIZATION ACT

5274 NOTICE

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Results in Brief

Audit of the Cannon House Office Building Renewal Project's Substantial & Final Completion for Phase 3 & Phase 4



JUNE 30, 2025

OBJECTIVE

Construction audits are included in the Architect of the Capitol (AOC) Office of Inspector General (OIG) audit and evaluation work plan. As such, the AOC OIG contracted with Sikich to conduct a performance audit of the AOC's Cannon House Office Building Renewal (CHOB) Project's reported and projected substantial and final completion dates for Phases 3 and 4. Sikich reviewed project documentation to determine whether reported and projected substantial and final completion dates for Phases 3 and 4 were accurate and reliable. Sikich also reviewed contractual documentation and project specifications to identify and determine whether the Construction Manager as Constructor (CMc) met contractual requirements for substantial and final completion for Phases 3 and 4 of the CHOB Project.

FINDINGS

We determined that the substantial and final completion dates for CHOB Project's Phases 3 and 4 were unreliable. While the team successfully met the project's highest priority of turning over suites to stakeholders for both phases, other components of the project were de-emphasized.

On February 13, 2024, the Contracting Officer (CO) retroactively awarded Phase 3 substantial

completion as of December 28, 2022, on the basis that the CMc had met the project specifications of substantial completion as of that date. However, we determined that the CMc had not met the contract specifications as of December 28, 2022. Further, the last documented modification to Phase 3 final completion date was November 4, 2022. More than two years after the substantial completion date, the CMc continues to work towards final completion for Phase 3. The parties are yet to execute an agreement on a modified final completion date.

By awarding substantial completion without requiring the CMc to complete contractual requirements, the AOC runs the risk of the CMc completing the phase without fulfilling all the project requirements and specifications. That risk is further increased considering that the CMc has been working towards achieving final completion for the phase for over two years while concurrently working towards achieving substantial and final completion for Phase 4.

Finally, for Phase 4, an owner directed change resulted in a modification to the substantial and final completion dates for Phase 4 to April 22, 2025, and May 28, 2025, respectively. The CHOB Project team is closely monitoring and managing the progress of the CMc's work. The CMc projected that it would be unable to meet the modified substantial and final completion

dates and submitted several Time Impact Analyses (TIAs) to justify further delays. At the time our field work closed, no new dates had been agreed upon. Therefore, we found the contractual dates to be unreliable.

On April 17, 2025, subsequent to our field work ending (January 2025), the parties agreed to extend substantial and final completion dates for Phase 4 to December 1, 2025, and December 31, 2025, respectively. We concluded that while the parties have reached an agreement, the modified substantial and final completion dates, remain a projection; however, we noted that the CHOBr Project team is actively monitoring the CMc's progress, which reduces the risk of further delays to the phase's substantial and final completion dates.

It is necessary to emphasize that the projected milestone dates provided for Phase 3 final completion and Phase 4 substantial and final completion were provided after the completion of fieldwork and were not assessed for compliance with contractual requirements, as this can only occur once AOC determines that the CMc has achieved the milestone.

RECOMMENDATIONS

We made two recommendations to address the identified areas of improvement.

1. We recommend that the Architect of the Capitol revise and fully implement a process that ensures compliance with construction contracts, project specifications and any other requirements prescribed for substantial and final completion, and document justification and approval for all deviations. This process should be applied to the awarding of substantial and final completion on all remaining Phases of the Cannon House Office Building Renewal Project.
2. We recommend that the Architect of the Capitol develop construction contract requirements and project specifications for substantial and final completion that are feasible, achievable and necessary for future construction projects with multiple phases — similar to the Cannon House Office Building Renewal Project.

MANAGEMENT COMMENTS

The AOC provided comments on May 29, 2025, see Appendix G. In its management comments, the AOC concurred with the AOC OIG's two recommendations.

Please see the Recommendations Table on the following page.

RECOMMENDATIONS TABLE

Management	Recommendations Unresolved	Recommendations Resolved	Recommendations Closed
Office of the Chief Engineer	None	1 and 2	None

The following categories are used to describe agency management's comments to individual recommendations:

- **Open Unresolved:** Management has not agreed to implement the recommendation or has not proposed actions that will address the recommendation.
- **Open Resolved:** Management agreed to implement the recommendation or has proposed actions that will address the underlying finding that generated the recommendation.
- **Closed:** OIG verified that the agreed upon corrective actions were implemented.



Inspector General

DATE: June 30, 2025

TO: Joseph A. Campbell, P.E.
Deputy Architect

FROM: Dr. Michael J. Rich, CIG, PMP, CFE, SHRM-SCP
Deputy Inspector General Performing the Duties of the Inspector General

SUBJECT: Performance Audit of the Architect of the Capitol's Cannon House Office Building Renewal (CHOB) Project's Substantial & Final Completion for Phase 3 & Phase 4 (OIG-AUD-2025-02)

The Architect of the Capitol (AOC) Office of Inspector General (OIG) is transmitting Sikich's final report on the performance audit of the AOC's Cannon House Office Building Renewal (CHOB) Project's Substantial and Final Completion for Phase 3 and 4 (OIG-AUD-2025-02). Under contract ACSSB22A0007 monitored by my office, Sikich, an independent public accounting firm, performed the audit in accordance with *Generally Accepted Government Auditing Standards (GAGAS)*. In connection with the contract, we reviewed Sikich's report and related documentation. Our review disclosed no instances where Sikich did not comply with GAGAS.

Our report concluded that the reported and projected substantial and final completion dates for Phase 3 and 4 were unreliable. We found the team successfully met the project's highest priority of suite turnovers for both phases; however, the other important components associated with Phase 3 substantial completion were de-emphasized. We also found that the substantial and final completion dates for Phase 4 are unreliable; however, the project team is effectively managing substantial and final completion requirements. This report contains one finding, one observation and two recommendations to improve compliance with contractual requirements.

In response to our official draft report ([Appendix G](#)), you concurred with our findings and recommendations. We feel the proposed corrective actions address our recommendations. However, the status of the recommendation will remain open until final corrective action is taken. We will contact you within 90 days to follow up on the progress of your proposed management decision.

We appreciate the courtesies extended to the staff during the audit. Please direct questions to Sharmaine Carter, Senior Auditor, at 202.538.1830 or Sharmaine.Carter@aoc.gov.

Distribution List:

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INTRODUCTION

Objective

This report presents the results of Sikich's¹ performance audit of the Cannon House Office Building Renewal (CHOB²) Phase 3 and Phase 4 reported and projected substantial and final completion dates. The audit objective was to determine whether the CHOB² Phases 3 and 4 reported and projected substantial and final completion dates were accurate and reliable, while assessing if the awarding of substantial and final completion was managed effectively and in accordance with contractual requirements. To accomplish the audit objective, we reviewed the contracted, reported, and projected dates for CHOB² Phases 3 and 4 substantial and final completion. We also reviewed the Construction Manager as Constructor's (CMc's) proposals for Phases 3 and 4 and the contract modifications to identify any scope of work added, removed, or transferred from either phase. Additionally, we reviewed the project specifications to identify requirements for substantial and final completion. Finally, we interviewed personnel from the CHOB² Project team (also referred to as "project team") to gain a better understanding of the processes followed for substantial and final completion.

We conducted this audit in Washington, D.C., from July 2024 through January 2025, in accordance with the *Generally Accepted Government Auditing Standards (GAGAS)* (per the 2018 revision of the Government Accountability Office's [GAO's] *Government Auditing Standards*). These standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Refer to Appendix A for a discussion of our scope and methodology and our review of internal controls.

Background

The Architect of the Capitol (AOC) awarded a Guaranteed Maximum Price (GMP)² contract to the CMc³ for the CHOB² Project, on October 25, 2012. The CHOB² CMc contract was broken into five distinct phases (0 through 4). Phase 0 covered pre-construction services whereas phases 1-4 address construction in one of the building's four wings.

¹ Effective December 14, 2023, we amended our legal name from "Cotton & Company Assurance and Advisory, LLC" to "Sikich CPA LLC" (herein referred to as "Sikich").

² A Guaranteed Maximum Price (GMP) contract is a construction contract in which the contractor agrees to complete a project for a set price, with the maximum price being the agreed-upon cap. Definition extracted from the [AIA Contract Documents](#) website.

³ Clark/Christman a Joint Venture

Within construction projects, there are two critical milestones that are essential for project management, contractual obligations, and financial planning – substantial completion and final completion. Understanding these two milestones helps owners, contractors, and other stakeholders navigate the legal and financial implications tied to project completion. We highlight below the industry’s definition and the CHOBr Project’s contract requirements for substantial and final completion.

Substantial Completion

The American Institute of Architects (AIA)⁴ describes substantial completion as a “...pivotal moment in a construction project, indicating that the work is nearly finished and the building or facility can be occupied or used for its intended purpose. While some minor work may still be pending, this milestone confirms that the contractor has met the primary contractual requirements.”⁵

For each phase of the CHOBr Project, the contract, AOC13C2002, requires the completion of the following works to achieve substantial completion:

- i. All Mechanical, Electrical, and Plumbing (MEP) Systems online.
- ii. All Cabling infrastructure online.
- iii. Interior finishes complete and ready for Architect inspections to create punch list.
- iv. Elevators operational and approved/certified for use by CMc third party inspector.
- v. CMc is to provide access to telecommunication, electrical, and security closets and Hearing Room A/V work for stakeholder follow-on work, if CMc's Baseline Schedule can accommodate such access prior to August 31, 20XX.⁶
- vi. Life Safety Systems functional, online, and testing phases initiated.
- vii. Initiate Commissioning activities: Please reference Section 019113-17 for specific substantial completion requirements for commissioning.
- viii. Exterior Envelope and Sitework ready for AOC inspections to create the punch list.

The CHOBr Project’s specifications define substantial completion as, that state when the Contractor has complied with the contract requirements, except for minor deviations, and the project is sufficiently complete and capable of being occupied and used by the Government for the intended purpose.⁷ The project specifications also prescribe the procedures to meet substantial completion.

At substantial completion, the CMc and CHOBr Project personnel identify the list of incomplete (i.e., punch list) items and the CMc works to complete them by the time of final completion.

Contractually, awarding substantial completion also starts the 1-year warranty period for most work completed in that phase. As discussed in our prior audit report “Cannon House Office Building Renewal Project’s Punch List and Warranty Work Process Lacked Sufficient

⁴ The American Institute of Architects is a professional organization for architects and design professionals. <https://www.aia.org>

⁵ AIA Contract Documents. 2023. *Certificate of Substantial Completion vs Final Completion: Key Construction Milestones*. <https://learn.aiacontracts.com/articles/substantial-completion-vs-final-completion-understanding-key-construction-milestones/>

⁶ Phase 3 contract date is August 31, 2022, and Phase 4 is August 31, 2024.

⁷ CHOBr Procurement and Contracting Requirements – Volume 1, Phase 3 December 20, 2019, and Phase 4 December 17, 2021, Section 01 7700, Closeout Procedures, Part 1.2.C.

Oversight,”⁸ work completed after substantial completion has a reduced warranty period, or no warranty coverage at all, depending on how long after substantial completion it is actually completed.

Final Completion

The CHOB Project specifications do not contain a definition for final completion; however, the AIA defines final completion as the “absolute conclusion of a construction project... all work – major and minor – has been completed per the contract. Any outstanding deficiencies, punch list items, or corrective work have been resolved, and the contractor has fulfilled their obligations in full.”⁹

The CHOB Project’s Phases 3 and 4 contract modifications identified the following work that needed to be completed to achieve final completion:

- i. Life Safety Systems testing completed and accepted by AOC with final Certificate of Occupancy issued by AOC Fire Marshal.
- ii. Final punch list for interior & exterior completed and accepted by AOC.
- iii. Commissioning completed and accepted by AOC.
- iv. All other contractual work completed and accepted by AOC.

Phases 3 and 4 Substantial and Final Completion Contractual Dates

Table 1: Summary of Phases 3 and 4 Substantial and Final Completion Date Modifications

	Modification No.	Description	Substantial Completion	Final Completion
Phase 3	77	Award	8/30/2022	11/1/2022
	110	No Cost Extension - Final Completion	N/A	11/4/2022
	125	Change Substantial Completion	12/28/2022	TBD
Phase 4	112	Original Award	8/30/2024	11/1/2024
	112	Courtyard Award	8/31/2025	10/31/2025
	132	Extension of Original Phase 4	4/22/2025	5/28/2025

⁸ AOC OIG. 2023. *Cannon House Office Building Renewal Project’s Punch List And Warranty Work Process Lacked Sufficient Oversight*, Report No. OIG-AUD-2023-08.

<https://www.oversight.gov/sites/default/files/documents/reports/2023-09/Cannon-House-Office-Building-Renewal-Project%E2%80%99s-Punch-List-and-Warranty-Work-Final-Report-OIG-AUD.pdf>

⁹ AIA Contract Documents. 2023. *Certificate of Substantial Completion vs Final Completion: Key Construction Milestones*. <https://learn.aiacontracts.com/articles/substantial-completion-vs-final-completion-understanding-key-construction-milestones/>

As of the date of this report, only Phase 3 substantial completion has been awarded. This milestone was awarded on February 13, 2024, retroactive to December 28, 2022. The contractual final completion date for Phase 3 currently remains as November 4, 2022. The CMc is currently working to achieve final completion for Phase 3; however, a projected final completion date has not yet been determined.

Review of Internal Controls

The audit's objective was to determine whether the CHOBr Phases 3 and 4 reported and projected substantial and final completion dates were accurate and reliable, while assessing if the awarding of substantial and final completion was managed effectively and in accordance with contractual requirements. To evaluate the internal controls significant to the objective, we reviewed the CHOBr Project's contract and project specifications to identify the requirements for meeting substantial and final completion. In addition, we interviewed CHOBr Project team personnel to gain a better understanding of the procedures performed to determine whether the CMc achieved substantial and final completion in accordance with the contract requirements and/or specifications.

As of the date of this report, only one of the four milestones within the scope of our audit was completed, specifically the substantial completion for Phase 3 of the CHOBr Project. However, we reviewed the contracted, reported and/or projected substantial and final completion dates and assessed whether the project team effectively managed these critical milestones for Phase 3 and 4.

Overall, we determined that the CHOBr Project's Phases 3 and 4 reported and projected substantial and final completion dates were unreliable.

Specifically, the CHOBr Project team awarded substantial completion for Phase 3 without complying with the contract and project specifications, and the contracted final completion date was missed and is currently unknown. The CMc continues to work towards final completion for Phase 3; however, after over two years since the substantial completion date, the parties have not reached an agreement on a reliable and accurate projection for final completion. We determined that the internal controls over the substantial completion process for Phase 3 were not functioning as intended.

For Phase 4, we found the project team is effectively managing the substantial and final completion requirements. The project team is closely monitoring the progress of Phase 4 by reviewing Time Impact Analyses¹⁰ (TIAs), coordinating with stakeholders, and reviewing strategies to shorten phase closeout period. While acknowledging the project team's effective management of the requirements, the substantial and final completion dates in effect at the close of our field work for those requirements were not fully agreed upon by the project team and CMc. The CMc forecasted further delays and additional changes for this phase and

¹⁰ Time Impact Analysis: Technique that demonstrates comparison of time impact for each schedule revision or proposed revision against the current Project Schedule in accordance with the Association for the Advancement of Cost Engineering International (AACE) Time Impact Analysis as Applied in Construction (Recommended Practice No. 52R-06.)

reported that the contracted substantial and final completion milestones for the interior work would not be achieved.

Following the conclusion of fieldwork at the end of January 2025, we were informed that the parties reached an agreement to extend the substantial and final completion milestones for Phase 4. Modification 145 was issued on April 17, 2025, which moved substantial and final completion to December 1, 2025, and December 31, 2025, respectively. Note, it is necessary to emphasize that the projected milestones provided to the OIG after fieldwork were not assessed for reliability.

Criteria

To determine whether Phase 3 and Phase 4 reported and projected substantial and final completion dates are accurate and reliable, and whether the CHOBr Project team effectively managed the phases' substantial and final completion requirements, we relied on relevant criteria from the following sources:

- Contract No. AOC13C2002, awarded to the CMc for the CHOBr Project issued October 25, 2012.
- CHOBr Phase 3, Procurement and Contracting Requirements – Volume 1, December 20, 2019.
- CHOBr Phase 4, Procurement and Contracting Requirements – Volume 1, December 17, 2021.
- CHOBr, Project Management Plan, Version 4.0, March 3, 2020.
- The American Institute of Architects, Contract Documents.

AUDIT RESULTS

Overall, we determined that the CHOBr Project's Phases 3 and 4 reported and projected substantial and final completion dates were unreliable. We found the team successfully met the project's highest priority of suite turnovers for both phases; however, the other important components associated with Phase 3 substantial completion were de-emphasized. Specifically, the CHOBr Project team retroactively awarded substantial completion for Phase 3 without complying with the contract and project specifications, and the final completion date for the phase is currently unknown. As a result, the AOC lost some of its warranty coverage on work and/or equipment that was completed and installed after the negotiated warranty periods began. Further, by not enforcing specific contractual requirements (i.e., awarding substantial completion when the contractor has not met the necessary requirements), the AOC has increased its risk of potential financial losses, project delays, reputational damage, and legal disputes. It is important for the AOC to design/compose construction contract requirements and project specifications that are feasible, achievable and necessary for its construction projects, if it finds the current contractual requirements unattainable.

Lastly for Phase 4, while we concluded that the substantial and final completion dates for Phase 4 are unreliable, the project team is effectively managing substantial and final completion requirements.

Phase 3 Award for Substantial Completion Did Not Comply with Contract and Project Specifications

We found that Phase 3 substantial completion was awarded despite the CMc not completing all contractual requirements needed to achieve substantial completion.

On February 13, 2024, the CHOBr Project's Contracting Officer (CO) retroactively awarded Phase 3 substantial completion as of December 28, 2022. The award of Phase 3 substantial completion was a result of negotiations between the CHOBr Project team and the CMc. We determined that required procedures and documentation the CMc was contractually required to perform and submit to achieve substantial completion was completed after the substantial completion date of December 28, 2022. It is unclear why the CO made the determination to backdate and award substantial completion as of December 28, 2022, before the CMc completed the substantial completion requirements prescribed in the contract and project specifications.

Phase 3 Timeframe for Final Completion is Unknown

We found that CHOBr Project team and CMc do not currently have an agreed upon Phase 3 final completion date.

At the time of the original award, the CMc was supposed to achieve final completion approximately two months after it achieved substantial completion for Phase 3. A contract

modification moved the final completion date from November 1, 2022, to November 4, 2022¹¹ (See Appendix D for a timeline of documented substantial and final completion dates for Phase 3). Subsequently, the CMc submitted multiple TIAs for compensable delay to the Phase 3 final completion date; however, no agreements have been made. More than two years have passed since achieving Phase 3 substantial completion, and the CMc continues to work towards Phase 3 final completion.

After the completion of our fieldwork, we were informed that the CMc anticipates achieving final completion for Phase 3 by the end of July 2025; however, no modification has been executed to incorporate a final completion date into the CMc contract.

Phase 4 Effective Project Management but Unreliable Substantial and Final Completion Contract Dates

We found the CHOB Project team is effectively managing Phase 4 substantial and final completion requirements. The project team is closely monitoring and managing the progress of the CMc's work and multiple owner changes to ensure timely completion. When we completed our fieldwork for this audit, we found the Phase 4 contracted substantial and final completion dates to be unreliable, as the CMc projected these dates to be unachievable, and was actively working to set new dates. Since the close of fieldwork, the contract has been modified to reflect the new dates discussed below.

Phase 4 was awarded on September 2, 2022, (effective as of August 26, 2022). At the time of the award, the Phase 4 substantial and final completion dates for interior work were August 30, 2024, and November 1, 2024, respectively. Additionally, the Phase 4 award established substantial and final completion dates for work related to the courtyard as August 31, 2025, and October 31, 2025, respectively. Similar to Phase 3, the CMc submitted multiple TIAs to the AOC to claim compensable and excusable delay days, resulting from various issues that impacted the Phase 4 project schedule (see Appendix C for a listing and description of TIAs). The parties were able to reach an agreement to modify the initial interior work substantial and final completion dates to April 22, 2025, and May 28, 2025, respectively.

However, as the project progressed, the CMc continued to submit additional TIAs. According to the January 2025 CHOB Project Executive Summary, the CMc forecasts further delays and additional changes from the owner. The CMc's January 2025 schedule illustrated that the substantial and final completion milestones for the interior work will not be achieved until July 10, 2025, and July 31, 2025, respectively. The January 2025 CHOB Project Executive Summary also noted that the CHOB Project team had rejected TIA-6 on February 6, 2025,

¹¹ The CMc submitted TIA-9 Rev. 1 to request 37 days of compensable delay to the substantial and final dates, due to unforeseen delamination and cracks in the plaster cornice requiring repairs. The AOC did not agree with the number of days requested in the TIA; however, it did agree that plaster cornice repairs result in a delay. After negotiation with the CMc, the parties agreed to move final completion to November 4, 2022, which allowed them to modify the turnover dates for hoist suites and the 3rd and 4th floors.

which requested additional delay days due to the work associated with an owner directed change. However, after the conclusion of fieldwork at the end of January 2025, we were informed that the parties agreed to extend milestones for Phase 4. Modification 145 was issued on April 17, 2025, which extended the substantial and final completion dates for Phase 4 to December 1, 2025, and December 31, 2025.

It is important to highlight that the projected Phase 3 final completion and Phase 4 substantial and final completion milestones, provided post fieldwork (January 2025), were not assessed for reliability.

We made 2 recommendations to improve the AOC's management of substantial and final completion for construction projects.

FINDING 1

Phase 3: Non-compliant Substantial Completion Award and Timeframe for Final Completion Unknown

Overall, we determined that the CHOBr Project's Phase 3 substantial and final completion dates were unreliable. Specifically, the CHOBr Project team retroactively awarded substantial completion for Phase 3 without complying with the contract and project specifications, and the contracted final completion date of November 4, 2022, was missed. The final completion date for this phase remains unknown.

Phase 3 Award for Substantial Completion Did Not Comply with Contract and Project Specifications

Based on input from the CHOBr Project team, the CO awarded substantial completion for Phase 3 without the CMc completing all the requirements within the contract and project specifications for substantial completion, which ultimately affected the Phase 3 warranty period on the turnover work and/or equipment.

CHOBr Phase 3 Contract

Phase 3 initial contract date for substantial completion was August 30, 2022; however, the CMc was unable to meet this date. There was no contract modification issued prior to missing this date; however, prior to and after August 30, 2022, the CMc submitted multiple TIAs to the project team to claim compensable and excusable delay days they attribute to various issues that allegedly impacted the Phase 3 project schedule (see Appendix B for the list of TIAs and descriptions).

On January 25, 2024, the CHOBr Project's CMc Contracting Officer's Representative (COR) issued a negotiation memorandum in response to TIA 11R1 and to support the AOC's decision to move the Phase 3 substantial completion date from August 30, 2022, to December 28, 2022. The memo concluded that:

The joint failure of CCJV and the government to correctly track Stair 7 as being part of Substantial Completion combined with the extreme focus on turnover of suites deemphasized the importance of the other components associated with PH3 Substantial Completion. These factors delayed decisions and considered alternatives until well after the original PH3 Substantial Completion date. Further, the excessive restrictions put on the contractor led to delays outside of the contractor's control. Therefore, there is ample

justification for the government to move Substantial Completion to December 28, 2022, in accordance with timeline specified in TIA 11R1.

While this memo documented support for moving the substantial completion date to December 28, 2022, it did not address removing any contractual requirements tied to achieving substantial completion on that date.

On February 13, 2024, the CO issued a letter that awarded substantial completion for Phase 3, retroactive to December 28, 2022, stating:

The Architect of the Capitol is hereby notifying Clark/Christman a Joint Venture (CCJV), Inc. that the work performed under Contract No. AOC13C2002, Phase 3, noted in the above subject line, has been reviewed and found to be substantially complete per the project specifications on December 28, 2022. Therefore, the manufacturers' warranty period for this project shall begin on December 28, 2022. The Builder's warranty period(s) will be in accordance with Contract Modification 125.

The letter also noted that the substantial completion date marked the start of the manufacturer's warranty period, whereas the builder's warranty periods were in accordance with Modification 125. Subsequently, on February 16, 2024, the AOC issued Modification 125 to contractually move the substantial completion date for Phase 3 from August 30, 2022, to December 28, 2022. The modification noted the following warranty start dates:

- Architectural: December 28, 2022
- Exterior Skin: March 1, 2023
- MEP: May 1, 2023

Consistent with the CO's letter, the contract modification did not modify the contract requirements for substantial completion (*as outlined in the Background section of this report*), nor did it modify any requirements in the project specifications. The award of substantial completion for Phase 3 was a result of negotiations between the CHOBBr Project team and the CMc.

CHOBBr Project Specifications

The requirements or procedures to achieve substantial completion are prescribed under Project Specifications. Specifically, Project Specification Section 01 7700 1.6. *Substantial Completion Procedures*, state:

- A.** Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B.** Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining the date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Government unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, final cleaning, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit certified Testing, Adjusting, and Balancing Final Report for review and approval.
 6. Submit sustainable design submittals required in Division 01 Section. SUSTAINABLE DESIGN REQUIREMENTS - LEED FOR NEW CONSTRUCTION AND MAJOR RENOVATIONS and in individual Sections.
 7. Submit changeover information related to Government's occupancy, use, operation, and maintenance.
 8. Submit copies of commissioning documents, PFC [Pre-Functional Checklist], FPTs [Functional Performance Tests] and information as noted in Division 01 Section 01 9113 COMMISSIONING GENERAL REQUIREMENTS and other Cx [Commissioning] related specification sections.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Government of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Government. Advise Government's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 - a. Complete all commissioning requirements with substantial completion requirements outlined in other divisions.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Government's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section DEMONSTRATION AND TRAINING.
 6. Advise Government of changeover in heat and other utilities.
 7. Participate with Government in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting. See Division 01 section FINAL CLEANING.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 11. Complete all occupancy air testing required per Division 01 section CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT and provide documentation of successful test results.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.
- E. All spaces within the Phase shall meet the criteria for substantial completion before Substantial Completion is granted. The Contractor shall not request partial Substantial Completion authorizations.

As previously stated, the AOC issued the substantial completion letter on February 13, 2024, noting the CMc's work to be substantially complete per the project specifications on December 28, 2022. The suites for Phase 3 were turned over to stakeholders by the retroactive substantial completion date of December 28, 2022. However, we reviewed the CMc's submittal register and noted that the submittals required under Project Specifications 01 7700 1.6. *Substantial Completion Procedures. B.* were not prepared or submitted to AOC prior to the substantial completion date. For example:

- Project Specification 01 7700 1.6.B.1. required the CMc to submit Certificates of Release by September 1, 2022; however, the certificate was not submitted until June 19, 2024 (approximately 2 years after the due date noted in the submittal register).
- Project Specification 01 7700 1.6.B.4. required the CMc to submit a schedule of maintenance material items. The CMc did not submit the schedule until October 2, 2024.

After our inquiry, the project team confirmed that the CMc did not complete the required Project Specifications procedures prior to the issuance of substantial completion and provided no additional clarifying basis or documented reasoning.

CHOBBr Project Phase 3 Warranties

The CHOBBr Project team reviewed the CMc's work for substantial completion based on warranty categories. Specifically, it divided the CMc's work into three warranty categories, (1) Architectural, (2) Exterior Skin, and (3) MEP.

1. **Architectural:** According to the CHOBBr Project team, the AOC accepted work related to this warranty category between August 25, 2022, and January 10, 2023. The AOC and CMc agreed to use December 28, 2022, as the blended date for turnover of work, and as the warranty period start date for such work.
2. **Exterior Skin:** Phase 3 exterior work was completed and accepted between December 15, 2022, and April 26, 2023. The AOC and CMc agreed to use March 1, 2023, as the blended date for turnover of work, and as the warranty period start date for such work.
3. **MEP:** According to the CHOBBr Project team, air handling units, elevators, mechanical rooms, etc. for Phase 3 were completed and accepted between December 7, 2022, and June 27, 2023. The AOC and CMc agreed to use May 1, 2023, as the blended date for turnover of work and starting the warranty period for such work.

Per the original contract, the warranty period for work conducted during the phase commences on the substantial completion date. While negotiating these extended warranty dates reduced some of the loss of warranty time, the AOC continues to lose warranty on work and/or equipment that was completed and installed after the negotiated warranty periods began.

In addition, as outlined in the Background section of this report, the contract requirements for substantial completion included exterior envelope and sitework readiness for AOC inspections to create the punch list and all MEP systems online. The warranty period for these items was modified to start March 1, 2023, and May 1, 2023, respectively. However, the date selected and agreed upon by all parties for substantial completion was prior to the CMc completing all the contractual requirements, as outlined in the letter dated February 13, 2024, and Modification 125. Contractually, the warranty period should have started after the CMc completed the work outlined in the contract and project specifications for substantial completion.

In Summary

Considering that Modification 125 did not modify the substantial completion contract requirements identified at the time of award or the procedures per the project specifications, it

remains unclear why the CO made the determination to retroactively award substantial completion as of December 28, 2022, before the CMc completed the substantial completion requirements prescribed in the contract and project specifications. To the extent the CO determined that fulfilling the requirements prescribed in the contract and project specifications were unnecessary to award substantial completion, such a determination should have been documented through a contract modification.

Phase 3 Timeframe for Final Completion is Unknown

At the time of the initial Phase 3 award, the CMc was contracted to achieve final completion approximately two months after the substantial completion date of August 30, 2022. Contract Modification 110 moved the final completion date from November 1, 2022, to November 4, 2022. Subsequently, the CMc submitted multiple TIAs for compensable delay to the Phase 3 final completion date; however, no further changes to the final completion date were made.

More than two years after the Phase 3 substantial completion award date, the CMc continues to work towards Phase 3 final completion. To date, the AOC and CMc have not agreed on a modified Phase 3 final completion date. Since the Phase 3 space is now occupied by stakeholders and the CMc is concurrently working on Phase 4 of the project, the AOC faces an increased risk that certain work related to Phase 3 final completion could be overlooked to include those items that should be included under warranty.

After the conclusion of our fieldwork, we were informed that the CMc anticipates achieving Phase 3 final completion by the end of July 2025. The driver for the anticipated date is work associated with the roof at the intersection of current roof work and incomplete Phase 3 work. From now until the anticipated final completion date, the CMc plans on completing submittals and deficiencies. The anticipated final completion date includes time for approvals required from AOC; however, no modification has been executed to formalize a final completion date for Phase 3.

Conclusion

Substantial and final completion are critical milestones for project management. Substantial completion indicates that the work is nearly finished, the building or facility can be occupied or used for its intended purpose, and primary contract requirements have been met. Additionally, it also represents the start date of the 1-year warranty period for most work completed in that phase. Final completion denotes all work has been completed in accordance with the contract and specifications, and all outstanding deficiencies, punch list items, or corrective work have been resolved, and all contractor obligations have been fulfilled.

Contractually, the CMc is expected to complete the events/activities triggered at substantial completion by the final completion date. Awarding substantial completion without enforcing the contract and project specifications could limit the project's ability to enforce these requirements later if a dispute arises. For instance, the warranties for the work performed in Phase 3 expired before the substantial completion was awarded on February 13, 2024. The CMc acknowledged

in a response, dated February 28, 2024, to the substantial completion letter that several items were open at the time of substantial completion to include approximately 261 unresolved submittals, approximately 115 non-disputed deficiencies, and 164 disputed deficiencies.

The 1-year warranty for a majority of the Phase 3 work started after the substantial completion date; however, considering that the CMc has been working towards final completion for over two years there is a possibility that warranty on certain portions of the work would have expired prior to the CMc completing the work.

By awarding Phase 3 substantial completion without the CMc complying with contract and project specifications, there is a risk that the CMc may complete Phase 3 without complying with all project specifications and requirements. That risk is further increased when considering the two plus year effort to attain final completion, and the ongoing concurrent work on Phase 4.

During a previous audit on CHOB Phase 1 Caucus Room,¹² we found this risk was realized. Prior to initiating the audit, we received stakeholder concerns about the renovation of the Caucus Room. The stakeholders complained that the high noise levels of the Heating, Ventilation, and Air Conditioning (HVAC) unit were disruptive when the hearing room was in use. During our review, we discovered that the CMc did not complete its contractual requirements related to the commissioning of the HVAC system. Specifically, the CMc did not complete a final Testing, Adjusting, and Balancing (TAB) report¹³ on the HVAC system, which could have identified the relevant factors at the time of commissioning. We recommended that AOC require the CMc to complete the TAB report, or to request a credit for the incomplete work. However, AOC determined it was not feasible to require the CMc to complete the TAB report or to request a credit for the incomplete work due to the closed status of Phase 1. It was our conclusion that if the CMc had fulfilled its contractual requirements, it may have assisted with identifying the root cause of stakeholder complaints related to the HVAC system. A similar TAB report was required for Phase 3 substantial completion under Project Specification Section 01 7700 1.6.B.5, however, as discussed earlier, substantial completion was awarded before the CMc submitted the report.

Finally, allowing the contractor to deviate from meeting its contractual requirements, without cause and without documentation, could unintentionally result in a project environment where contractual compliance is perceived as unimportant, thus further exacerbating costs to the AOC, and thereby, the taxpayer. Further, by not enforcing specific contractual requirements (i.e., awarding substantial completion when the contractor has not met the necessary requirements), the AOC has increased its risk of potential financial losses, project delays, reputational damage, and legal disputes. It is important for the AOC to design/compose construction contract

¹² AOC OIG. 2023. *The Architect of the Capitol Lacked Sufficient Oversight of the Cannon Caucus Room Renovations*. Report No. OIG-AUD-2023-06. <https://www.oversight.gov/sites/default/files/documents/reports/2023-09/B3c1-Caucus-Room-Final-Report-Final.pdf>

¹³ A TAB report documents all relevant factors that determine whether an HVAC system meets the building design requirements. It is one of the core outputs of the TAB process, and offers the builder owner, construction team, or designer with insight to improve the energy efficiency of the building. Definition extracted from the [National Environmental Balancing Bureau](#) website.

requirements and project specifications that are feasible, achievable and necessary for its construction projects, if it finds the current contractual requirements unattainable.

Recommendations

Recommendation 1

We recommend that the Architect of the Capitol revise and fully implement a process that ensures compliance with construction contracts, project specifications and any other requirements prescribed for substantial and final completion and document justification and approval for all deviations. This process should be applied to the awarding of substantial and final completion on all remaining Phases of the Cannon House Office Building Renewal Project.

Recommendation 1 – AOC Comment

We concur. AOC and the CHOB project team will review the existing contractual requirements for awarding substantial completion and final completion prior to the contractual dates of December 1, 2025, and December 31, 2025, respectively. If any process improvements are deemed necessary, the CHOB project team will make those adjustments prior to any award being made.

Anticipated Completion: November 1, 2025

Recommendation 1 – OIG Comment

We recognize the AOC's concurrence with the recommendation. The AOC's actions appear to be responsive to the recommendation. Therefore, the recommendation is considered resolved but open. The recommendation will be closed upon completion and verification of the proposed actions.

Recommendation 2

We recommend that the Architect of the Capitol develop construction contract requirements and project specifications for substantial and final completion that are feasible, achievable and necessary for future construction projects with multiple phases — similar to the Cannon House Office Building Renewal Project.

Recommendation 2 – AOC Comment

We concur. AOC's Office of Chief Engineer, Project Controls Division, and Design & Construction Acquisition Division (now part of Office of the Chief Administration Officer) initiated a review of contract requirements for future projects, independent of OIG's report. AOC will share the results of the review once completed.

Anticipated Completion: May 2025

Recommendation 2 – OIG Comment

We recognize the AOC's concurrence with the recommendation. The AOC's actions appear to be responsive to the recommendation. Therefore, the recommendation is considered resolved but open. The recommendation will be closed upon completion and verification of the proposed actions.

PHASE 4 OBSERVATIONS

Phase 4: Effective Project Management but Unreliable Substantial and Final Completion Contract Dates

As stated, a part of our audit objective was to determine whether the CHOBr Phases 4 reported and projected substantial and final completion dates were accurate and reliable. While we observed that Phase 4 is ongoing, we found overall the project team's oversight of Phase 4 is effective; however, the contracted substantial and final completion dates were unreliable.

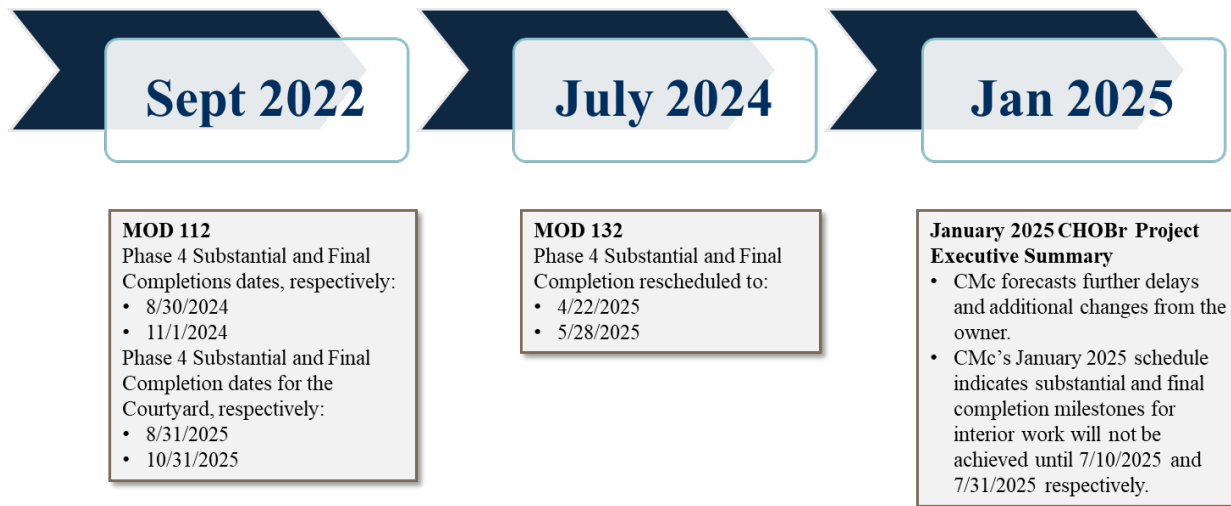
The project team is closely monitoring the progress of CMc's work to date and the multiple owner changes to ensure timely completion. The team reviews TIAs, coordinating with stakeholders, and reviewing strategies to shorten phase closeout period. While acknowledging the project team's effective management, at the time we concluded fieldwork for our audit, the CHOBr Project's Phase 4 contractual substantial and final completion dates were projected as unachievable, and therefore unreliable.

Phase 4 was awarded on September 2, 2022, (effective as of August 26, 2022), through Modification 112 for approximately \$174.6 million. At the time of the award, substantial and final completion dates for interior work were August 30, 2024, and November 1, 2024, respectively. The award established separate milestones for the exterior and courtyard work. At the time of the award, substantial and final completion dates for exterior and courtyard work were August 31, 2025, and October 31, 2025, respectively.

The CMc submitted multiple TIAs to request extensions to the substantial and final completion dates for issues such as delays in securing the exterior barrier, delays in getting approvals for structural steel drawings, and owner-directed changes. The project team agreed to extend the substantial and final completion dates by 235 and 208 days, respectively, to account for owner-directed changes. Modification 132 was issued on July 18, 2024, to incorporate the additional days, which modified the substantial and final completion dates from August 30, 2024, and November 1, 2024, to April 22, 2025, and May 28, 2025, respectively. The CMc's schedule has displayed further delays to the substantial and final completion dates and the CMc has submitted TIA's in support of requesting additional time for each of these milestones.

Specifically, the CMc's January schedule shows that the current substantial and final completion milestones for the interior work will be achieved on July 10, 2025, and July 31, 2025, respectively (see Figure 1). Further, the AOC issued Bulletin 27 with the intent of requesting to restore and reuse the trash compactor enclosure located on C Street SE near New Jersey Avenue SE. The AOC subsequently descope'd this work from the CMc contract with the intent of using the Construction Execution Branch (CEB) to complete the work. The CEB has prepared a \$2.6 million Rough Order of Magnitude (ROM) to complete the work.

Figure 1: PH4 Substantial and Final Completion Dates



Conclusion

As previously stated, the project team is effectively managing Phase 4 and preparing for project closeout. By the time we concluded fieldwork for our audit, the parties had not agreed to modify substantial and final completion dates to align with the project schedule. Following the conclusion of the fieldwork for our audit, we were informed that the parties had reached an agreement to extend the project schedule. On April 17, 2025, Modification 145 moved the substantial and final completion dates for Phase 4 to December 1, 2025, and December 31, 2025, respectively. While modified substantial and final completion dates are currently a projection, the CHOBr Project team's diligence and prioritization of the project at all levels reduces the risk of financial losses and further project delays.

Sikich CPA LLC

June 27, 2025

APPENDIX A

Scope and Methodology

The scope of this performance audit was to review CHOBr Project Phases 3 and 4 reported and projected substantial completion dates. We conducted this performance audit in Washington, D.C. from July 2024 through January 2025, in accordance with GAGAS. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We reviewed the contract to identify the contractual dates for substantial and final completion and reviewed contract modifications to identify any movements to the contracted substantial and final completion dates. We reviewed the contractual documentation to identify definitions and the scope of work for substantial and final completion. Additionally, we reviewed project specifications to identify the requirements the CMc should fulfill to achieve substantial and final completion. Finally, we interviewed personnel from the CHOBr Project team to obtain a better understanding of the procedures followed to determine whether the CMc had achieved substantial and final completion.

We requested and reviewed the TIAs the CMc submitted to support any modifications to the contractual substantial and final completion dates. We also reviewed the CMc's proposals for Phases 3 and 4 of the CHOBr Project and the contract modifications to identify any scope of work added, removed, or transferred to or from either Phase. We noted that any work transferred between phases was documented in the contract modifications. We requested the CHOBr Project team to provide the documentation submitted by the CMc to meet the requirements of substantial completion and worked with our Subject Matter Expert (SME) to determine whether the documentation submitted by the CMc was prepared prior to substantial completion date and whether the documentation was in compliance with contractual requirements.

Subsequent to Fieldwork: The CHOBr Project team provided information on Phase 3 final completion and Phase 4 substantial and final completion milestones. Fieldwork for this audit ended in January 2025, and the additional information was provided in April 2025. The projected milestones for Phase 3 and 4 were not assessed for reliability.

Use of Computer-Processed Data

We did not use computer-processed data to perform this audit.

Review of Prior Audit Coverage

In the past five years, work surrounding the CHOBr Project has included multiple OIG CHOBr Semiannual Reports to Congress and other audit work performed by the Audit Division. Several other reports issued by the GAO in the previous five years were also completed examining project cost and schedule estimates as well as the identification of AOC construction projects and AOC contract methods and processes. In 2023, the AOC OIG issued two reports that were related to the topics covered in this report. Specifically, the AOC OIG issued reports related to (1) oversight of work initially included in CMc's scope of work during CHOBr Phase 1 and (2) punch list and warranty work during CHOBr Phase 2.

AOC OIG

Report No. OIG-AUD-2023-06, "The Architect of the Capitol Lacked Sufficient Oversight of the Cannon Caucus Room Renovations," dated September 6, 2023.

The OIG conducted this audit and found that the AOC did not provide sufficient oversight of the Caucus Room renovations. The OIG determined that certain portions of the Caucus Room were not fully constructed and commissioned in accordance with the design, contract documents and contract terms and conditions within the approved budget. The OIG identified areas where the AOC should consider updating its internal controls and commissioning requirements to ensure final deliverables provided by its contractors meet the AOC expectations. Specifically, the AOC failed to properly implement the CHOBr Project's Building Information Modeling (BIM) Project Execution Plan. Additionally, the HVAC system for the Caucus Room was not installed in accordance with contract requirements and industry standards, and the commissioning process was ineffective.

The OIG was informed of stakeholders' complaints related to the excessive noise, vibrations, and air drafts from the HVAC system. The CHOBr Project team commissioned the HVAC system without obtaining a final Testing, Adjusting and Balance report required under contract specifications. In addition, there were no requirements for the HVAC system sound testing prior to commissioning, and there were no sound-level design goals set for the Caucus Room. However, contract specifications did not require the CMc to test for noise levels.

Report No. OIG-AUD-2023-08, "Cannon House Office Building Renewal Project's Punch List and Warranty Work Process Lacked Sufficient Oversight," dated September 25, 2023.

The OIG conducted this audit and found that the CHOBr Project team did not provide sufficient oversight of the Phase 2 punch list and warranty items. The OIG determined that the CHOBr Project's Phase 2 punch list and warranty items were not always completed in compliance with the CMc contract and specifications or aligned with the processes described by the CHOBr Project team and CMc. Regarding Phase 2 punch list items, the OIG found that (1) items were incorrectly marked as closed, (2) contract

completion timeframes were missed and (3) inconsistent justifications to questioned punch list items were provided. Regarding Phase 2 warranty items, we found that items were (1) inappropriately identified as warranty items, (2) closed without support indicating the issue had been fixed (3) marked closed for issues not fixed and (4) identified as being inspected after the warranty period ended. As a result, we determined that the Phase 2 warranty data provided by the CHOBr Project team was inaccurate and unreliable.

APPENDIX B

Time Impact Analysis for Phase 3

Item No.	TIA No.	Description
1	01	The CMc submitted a TIA claiming 39 compensable delay days for Phase 3 substantial and final completion dates. According to the CMc, the delay was a result of cumulative issues it encountered between October 2020 and January 2021. According to the CMc multiple issues such as delayed access, security concerns, unforeseen conditions, etc. contributed to the delay. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
2	01-Rev. 1	The CMc revised its initial TIA to claim 38 compensable delay days instead of the 39 days claimed in its previous submission. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
3	02	The CMc submitted a TIA claiming 58 and 59 days of excusable and compensable delay to substantial and final completion dates, respectively, because of the National Guard Occupancy of the first floor and additional site security requirements. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
4	03	The CMc submitted a TIA prepared using schedule data as of March 2021 to claim 37 and 44 days of compensable delay to the substantial and final completion dates, respectively. According to the CMc, the delay was a result of plaster delamination and crack repair activities. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
5	03-Rev.1	The CMc submitted a revised TIA using schedule data as of April 2021, the revised TIA claimed 22 and 16 days of compensable delay due to the same issues noted in its initial TIA submission. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
6	07-Rev.0	The CMc submitted a TIA using schedule data as of June 2021. The CMc claimed 38 and 41 days of delay to the substantial and final completion dates, respectively. According to the CMc, the resubmission of structural steel shop drawings delayed fabrication and delivery. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
7	08-Rev.0	The CMc submitted a TIA claiming 93 and 100 delay days for substantial and final completion, respectively. The CMc was informed by its subcontractor that the lead time for aluminum windows increased from 17 weeks to 26 weeks. The extended lead time impacted the CMc's ability to work on drywall and finishes for the 5th floor. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
8	08-Rev.1	The CMc revised its TIA to claim 59 and 70 delay days to the contractual substantial and final completion dates, respectively. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
9	09-Rev.0	The CMc submitted a TIA based on schedule data as of January 2022, claiming 56 and 70 delay days to substantial and final completion, respectively, due to unforeseen delamination and cracks in the plaster cornices. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
10	09-Rev.1	The CMc revised its TIA to claim 37 delay days to substantial and final completion, respectively. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
11	10-Rev.0	The CMc submitted a TIA based on schedule data as of December 2021, claiming 62 delay days for the final completion of the Veterans Affairs Room due to various issues related to the room. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
12	11-Rev.0	The CMc submitted a TIA claiming 118 delay days for substantial and final completion of Phase 3 because it was not permitted to perform work in Stair 7 in a timely manner. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
13	11-Rev.1	The CMc revised its TIA to claim 120 delay days for substantial completion for Phase 3. The TIA was accepted by AOC and used as support for moving the substantial completion date from August 30, 2022, to December 28, 2022.
14	12-Rev.0	The CMc submitted a TIA based on schedule data as of August 2022, claiming 122 delay days to final completion due to unforeseen conditions encountered for Elevator 11. AOC and the CMc have yet to agree on a modified final completion date for Phase 3.
15	13-Rev.0	The CMc submitted a TIA based on schedule data as of February 2022 claiming 146 delay days to the substantial completion date due to prioritizing and rededicating its project resources to mitigate delays related to suite turnovers. The delay days claimed in this TIA were not incorporated into the contract. Instead, the AOC and CMc agreed to use the analysis presented in TIA-011-Rev. 1

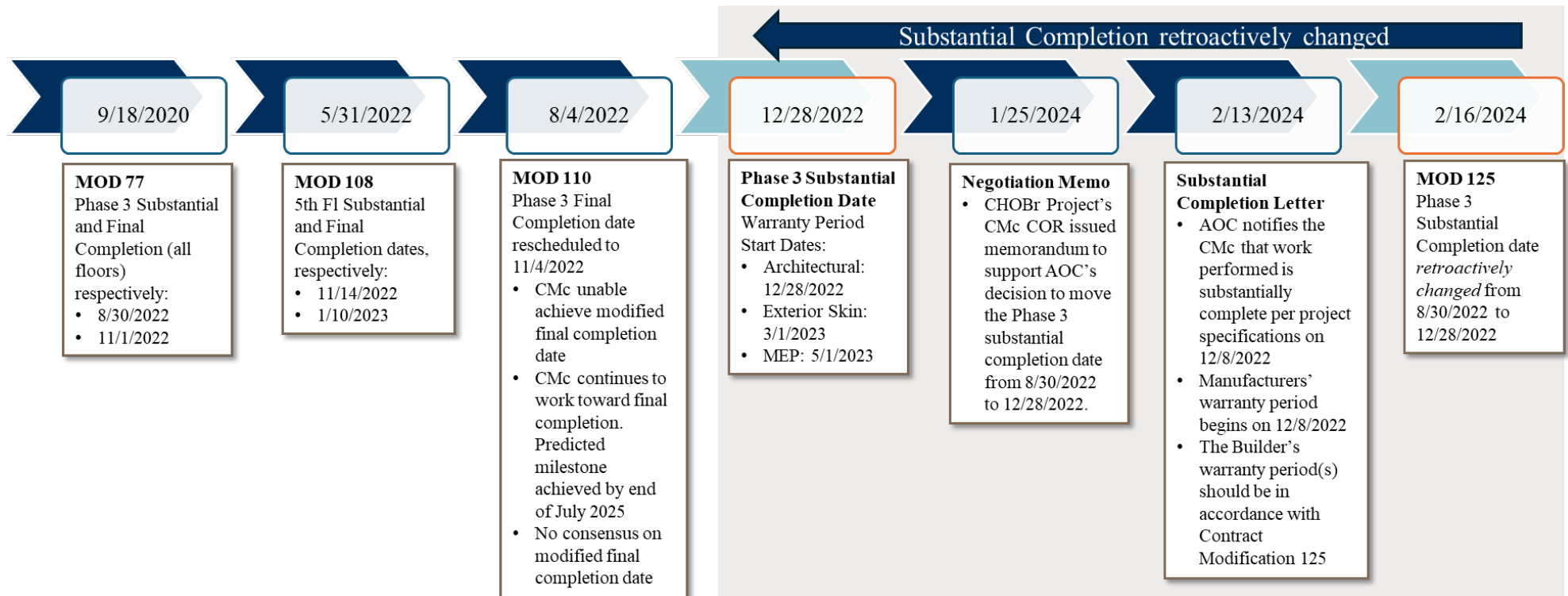
APPENDIX C

Time Impact Analysis for Phase 4

Item No.	TIA No.	Description
1	01-Rev. 0	The CMc submitted a TIA to claim a 42- and 45-day delay to substantial and final completion dates, respectively. According to the CMc, the delay was a result of the significant delay it experienced in securing the exterior barrier for Phase 4 work. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
2	01-Rev. 1	The CMc updated its TIA to use recent schedule data; however, it requested the same delay days as it did in its initial TIA. The TIA was not accepted by AOC and the claimed delay days were not incorporated into the contract.
3	03-Rev.0	The CMc submitted a TIA claiming 34 and 33 days of excusable and compensable delay to substantial and final completion dates, respectively. According to the CMc, the delay in submission and approval of structural steel shop drawings delayed its overall schedule. The TIA was not accepted by AOC and the claimed days were not incorporated into the contract.
4	03-Rev.1	The CMc submitted a revised TIA which claimed a 27- and 24-day delay to the substantial and final completion dates, respectively. The TIA was not accepted by AOC and the delay days were not incorporated into the contract.
5	04	The CMc submitted a TIA to demonstrate schedule impacts due to owner-requested changes to convert Suites 220 and 222 into three new rooms. According to the TIA, the owner-requested changes resulted in a 84- and 62-day delay to substantial and final completion dates, respectively. The TIA was not accepted by AOC and the claimed days were not incorporated into the contract.
6	04-Rev.1	The CMc submitted a revised TIA which claimed a 66- and 45-day delay to substantial and final completion dates, respectively. The TIA was not accepted by AOC and the claimed days were not incorporated into the contract.
7	04-Rev.2	The CMc revised its TIA for the second time, however, it claimed the same number of delay days as its initial revision. The TIA was not accepted by AOC and the claimed days were not incorporated into the contract.
8	04-Rev.3	The CMc revised its TIA for the third time, claiming 104 and 81 delay days to substantial and final completion, respectively. The TIA was not accepted by AOC and the claimed days were not incorporated into the contract.
9	04-Rev.4	The CMc revised its TIA for the fourth time, which claimed 235 and 208 delay days to substantial and final completion, respectively. The requested days were incorporated into the contract through Modification 132, which moved the substantial and final completion dates to April 22, 2025, and May 28, 2025, respectively.

APPENDIX D

Phase 3 Substantial and Final Completion Timeline



APPENDIX E

Detailed Criteria for Report

Source	Section and/or Article	Description
Contract No. AOC13C2002: CMc Contract for the CHOB Project.	Federal Acquisition Regulation (FAR) 52.246-21, Warranty of Construction (Mar 1994)	(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
		(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
		(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of <ol style="list-style-type: none"> 1) The Contractor's failure to conform to contract requirements; or 2) Any defect of equipment, material, workmanship, or design furnished.
		(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
		(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
		(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
		(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall- <ol style="list-style-type: none"> 1) Obtain all warranties that would be given in normal commercial practice; 2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and 3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

Source	Section and/or Article	Description
		(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
		(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
		(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.
	AOC 52.246-3, Warranty of Commercial Items (Jun 2004)	The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
	AOC 52.246-6, Additional Warranty Coverage (Jun 2004)	If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.
CHOBBr Project Management Plan, Version 4.0, March 3, 2020	24.4 Contractor Acceptance Letter	<p>The Contractor Acceptance Letter is the AOC letter to the CMc advising that the government has accepted (beneficial occupancy) the item of work (such as elevators), Phase of the work completed (such as Phase 1), or the entire project, and provides the date for commencement of the warranty period.</p> <p>The punch list is attached to the letter as well as the date required for completion of all punch list items and outstanding administrative issues. The CMa will verify that the contractor corrects or completes punch list items by the required date indicated in the Acceptance Letter. The facility will not be accepted until the punch list is reduced to a level that will allow use of the facility by the occupant or will not interfere with follow-on work by others. Acceptance of a facility for Beneficial Occupancy requires the House Superintendent, and AOC COTR approval.</p> <p>For Phases 1 through 4 the AOC Fire Marshall must issue a Certificate of Occupancy for acceptance to take place.</p>
CHOBBr Phase 3, Procurement and Contracting Requirements – Volume 1, December 20, 2019 & CHOBBr Phase 4, Procurement and Contracting Requirements – Volume 1, December 17, 2021	Section 017700 Closeout Procedures. 1.6 SUBSTANTIAL COMPLETION PROCEDURES.	A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
		<p>B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.</p> <p>1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Government unrestricted use of the</p>

Source	Section and/or Article	Description
		<p>Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.</p> <ol style="list-style-type: none"> 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, final cleaning, and similar final record information. 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents. 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable. <ol style="list-style-type: none"> a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals. 5. Submit certified Testing, Adjusting, and Balancing Final Report for review and approval. 6. Submit sustainable design submittals required in Division 01 Section SUSTAINABLE DESIGN REQUIREMENTS - LEED FOR NEW CONSTRUCTION AND MAJOR RENOVATIONS and in individual Sections. 7. Submit changeover information related to Government's occupancy, use, operation, and maintenance. 8. Submit copies of commissioning documents, PFC, FPTs and information as noted in Division 01 Section 01 9113 COMMISSIONING GENERAL REQUIREMENTS and other Cx related specification sections. <p>C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.</p> <ol style="list-style-type: none"> 1. Advise Government of pending insurance changeover requirements. 2. Make final changeover of permanent locks and deliver keys to Government. Advise Government's personnel of changeover in security provisions. 3. Complete startup and testing of systems and equipment.

Source	Section and/or Article	Description
		<p>a. Complete all commissioning requirements with substantial completion requirements outlined in other divisions.</p> <p>4. Perform preventive maintenance on equipment used prior to Substantial Completion.</p> <p>5. Instruct Government's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section DEMONSTRATION AND TRAINING.</p> <p>6. Advise Government of changeover in heat and other utilities.</p> <p>7. Participate with Government in conducting inspection and walkthrough with local emergency responders.</p> <p>8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.</p> <p>9. Complete final cleaning requirements, including touchup painting. See Division 01 section FINAL CLEANING.</p> <p>10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.</p> <p>11. Complete all occupancy air testing required per Division 01 section CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT and provide documentation of successful test results.</p>
		<p>D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.</p> <p>1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.</p> <p>2. Results of completed inspection will form the basis of requirements for final completion.</p>
		<p>E. All spaces within the Phase shall meet the criteria for substantial completion before Substantial Completion is granted. The Contractor shall not request partial Substantial Completion authorizations.</p>
	Section 017700 Closeout Procedures. 1.7 FINAL	<p>A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:</p> <p>1. Submit a final Application for Payment according to Division 01 Section PAYMENT PROCEDURES.</p>

Source	Section and/or Article	Description
	COMPLETION PROCEDURES	<p>2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.</p> <p>3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.</p> <p>4. Submit pest-control final inspection report.</p>
		<p>B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.</p> <p>1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.</p>
	Section 017700 Closeout Procedures. 1.9 Submittal of Project Warranties	<p>A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Government's rights under warranty.</p>
		<p>B. Warranty Management Plan: Develop a warranty management plan which contains information relevant to the clause Closeout Procedures 01 7700. At least 30 days before substantial completion, submit the warranty management plan. Include within the warranty management plan all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan must be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below must include due date and whether item has been submitted or was accomplished. Assemble approved information in a binder and turn over to the Government upon acceptance of the work. A joint 4 month and 9 month warranty inspection will be conducted, measured from time of acceptance, by the CMc, CMa, Contracting Officer, and the Customer Representative. Include within the warranty management plan, but not limited to, the following:</p> <ol style="list-style-type: none"> 1. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved. 2. Furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location. 3. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing,

Source	Section and/or Article	Description
		<p>pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.</p> <ol style="list-style-type: none"> 4. A list for each warranted equipment, item, feature of construction or system indicating: <ol style="list-style-type: none"> a. Name of item. b. Model and serial numbers. c. Location where installed. d. Name and phone numbers of manufacturers or suppliers. e. Names, addresses and telephone numbers of sources of spare parts. f. Warranties and terms of warranty. Include one-year overall warranty of construction, including the starting date of warranty of construction. Items which have extended warranties must be indicated with separate warranty expiration dates. g. Cross-reference to warranty certificates as applicable. h. Starting point and duration of warranty period. i. Summary of maintenance procedures required to continue the warranty in force. j. Cross-reference to specific pertinent Operation and Maintenance manuals. k. Organization, names, and phone numbers of persons to call for warranty service. l. Typical response time and repair time expected for various warranted equipment. 5. The plans for attendance at the 4 and 9-month post-construction warranty inspections conducted by the Government. 6. Procedure and status of tagging of all equipment covered by extended warranties. 7. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons. 8. Organize warranty documents into an orderly sequence based on the table of contents of Project. 9. Bind Warranty Management Plan and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper. 10. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. 11. Identify each binder on the front and spine with the typed or printed title "WARRANTY MANAGEMENT PLAN" Project name, and name of Contractor. 12. Warranty Electronic File: Scan Warranty Management Plan and bonds and assemble complete Warranty Management Plan and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

Source	Section and/or Article	Description
		13. Provide two paper copies of Warranty Management Plan, as well as an electronic copy in PDF format.
		C. Provide additional copies of each warranty to include in operation and maintenance manuals.

APPENDIX F

Notification Letter




Office of Inspector General
Fairchild Bldg.
499 S. Capitol St., SW, Suite 518
Washington, D.C. 20515
202.593.1948
www.aoc.gov

United States Government
MEMORANDUM

DATE: July 19, 2024

TO: Joseph R. DiPietro, P.E.
Acting Assistant to the Architect and Chief of Operations

FROM: Christopher P. Failla, CIG, CFE 
Inspector General

SUBJECT: Announcement Memo for the Performance Audit of the Architect of the Capitol's Cannon House Office Building Renewal (CHOB) Project's Substantial & Final Completion for Phase 3 & Phase 4 (2024-AUD-004-A)

This memorandum serves as notification that the Office of Inspector General is working with the independent audit and accounting firm, Sikich CPA LLC, to initiate an audit of substantial and final completion activities for the CHOB project. The objective of the audit is to determine if the CHOB Project's Phase 3 and Phase 4 reported and projected substantial and final completion dates are accurate and reliable, while assessing if the designation of substantial and final completion is being managed effectively and in accordance with contractual requirements.

We will be in contact with the Architect's office to set up an audit entrance conference. If you have any questions, please contact Sharmaine Carter, Senior Auditor at 202.538.1830 or Sharmaine.carter@aoc.gov.

Distribution List:

Patrick Briggs, Chief of Staff
Hajira Shariff, Acting Executive Officer
Chere Rexroat, Chief Engineer
Joseph Yates, Superintendent, House Office Buildings
Tom Costello, Deputy Chief Engineer
Angela Freeman, General Counsel
Stephen Titus, Project Executive

APPENDIX G

Management Comments



Architect of the Capitol
U.S. Capitol, Room SB-36
Washington, DC 20515
202.224.1793
www.aoc.gov

United States Government

MEMORANDUM

DATE: May 29, 2025

TO: Dr. Michael Rich
Deputy Inspector General

FROM: Joseph A. Campbell, PE
Deputy Architect of the Capitol *Joseph A. Campbell*

SUBJECT: OIG's Audit of the Cannon House Office Building Renewal (CHOB) Substantial & Final Completion for Phase 3 & Phase 4 (2024-AUD-004-A).

Thank you for the opportunity to review and comment on the Office of Inspector General's (OIG) Audit of Phase 3 & Phase 4 Substantial and Final Completion on CHOB. The Architect of the Capitol (AOC) is pleased the OIG identified areas for improvement. AOC agrees contractual requirements on future projects could be enhanced, especially those on the magnitude of CHOB. Additionally, as the AOC progresses with completion of the final phase of CHOB, we will leverage OIG's input on ensuring compliance with contractual requirements for awarding Substantial and Final Completion. AOC's responses to OIG's two recommendations can be found below:

Recommendation 1

We recommend that the AOC revise and fully implement a process that ensures compliance with construction contracts, project specifications and any other requirements prescribed for substantial and final completion and document justification and approval for all deviations. This process should be applied to the awarding of substantial and final completion on all remaining Phases of the CHOB Project.

AOC Response

We concur. AOC and the CHOB project team will review the existing contractual requirements for awarding substantial completion and final completion prior to the contractual dates of December 1, 2025, and December 31, 2025, respectively. If any process improvements are deemed necessary, the CHOB project team will make those adjustments prior to any award being made.

Anticipated Completion: November 1, 2025

Recommendation 2

We recommend that the AOC develop construction contract requirements and project specifications for substantial and final completion that are feasible, achievable and necessary for future construction projects with multiple phases – similar to the CHOBr Project.

AOC Response

We concur. AOC's Office of Chief Engineer, Project Controls Division, and Design & Construction Acquisition Division (now part of Office of the Chief Administration Officer) initiated a review of contract requirements for future projects, independent of OIG's report. AOC will share the results of the review once completed.

Anticipated Completion: May 2025

Doc. No. 250513-18-01

ACRONYMS AND ABBREVIATIONS

AIA	American Institute of Architects
AOC	Architect of the Capitol
BIM	Building Information Modeling
BE	Business Entity
CCJV	Clark/Christman a Joint Venture
CEB	Construction Execution Branch
CHOB	Cannon House Office Building Renewal
CMc	Construction Manager as Constructor
CO	Contracting Officer
COR	Contracting Officer's Representative
FAR	Federal Acquisition Regulations
GAGAS	Generally Accepted Government Auditing Standards
GAO	General Accountability Office
GMP	Guaranteed Maximum Price
HVAC	Heating, Ventilation, and Air Conditioning
MEP	Mechanical, Electrical and Plumbing
NDAA	National Defense Authorization Act
NGO	Nongovernmental Organization
OIG	Office of the Inspector General
ROM	Rough Order of Magnitude
SME	Subject Matter Expert
TAB	Testing, Adjusting, and Balancing report
TIA	Time Impact Analysis