

PROJECT PRE-CONSTRUCTION INFORMATION

Project Title _____	
Location _____	
Project No. _____	

Designer Representative	Phone _____	Address _____
	Fax _____	
	Mobil _____	
	e-mail _____	

Contractor Superintendent	Phone _____	Address _____
	Fax _____	
	Mobil _____	
	e-mail _____	

Contractor's Office	Phone _____	Address _____
	Fax _____	
	Mobil _____	
	e-mail _____	

Owner Construction Rep.	Phone _____	Address _____
	Fax _____	
	Mobil _____	
	e-mail _____	

<i>(Other)</i>	Phone _____	Address _____
	Fax _____	
	Mobil _____	
	e-mail _____	

<i>(Other)</i>	Phone _____	Address _____
	Fax _____	
	Mobil _____	
	e-mail _____	

<i>(Other)</i>	Phone _____	Address _____
	Fax _____	
	Mobil _____	
	e-mail _____	

Builder's Risk Insurance	Phone <u>615-741-9972</u>	Address _____
Jamie Fohl	Fax <u>615-532-4979</u>	Treasury Risk Management
Or Steve Gregory	Mobil <u>N/A</u>	9 th Floor, Andrew Jackson Bldg.
	e-mail <u>Jamie.Fohl@state.tn.us</u>	Nashville, TN 37243

Pre-Construction Conference Discussion Guide

This discussion guide covers most or all of the discussion generally required at the Pre-Construction Conference, and presents a summarized version of the requirements for construction on typical SBC projects which use the standard "General Work" bidding and construction documents.

The order of this Guide has been coordinated with the suggested agenda for a Pre-Construction Conference given in Chapter 6 of the Designers' Manual. The content of this guide has been carefully crosschecked for accuracy, and references to the specific contractual requirements have been provided wherever possible.

Because this is a summary, questions may arise which require a more detailed review of contractual requirements. This guide should not be relied upon for complete, detailed, and definitive construction administration requirements, and should not be taken as superceding or overruling the requirements given elsewhere in the Designers' Manual, the design contract, or the construction contract.

1. Secure Record of Attendance.
2. The Designer, being responsible for minutes of the meeting, should record in the minutes the following:
 - A. Project title, location, and SBC project number.
 - B. Contact persons representing contractual parties.
 - C. Confirm status of Contract or finalize award (present contract.)
 - D. Verify Contractor's receipt of sufficient copies of Contract Documents.
 - E. Verify Contractor's receipt of sufficient related information (Haz-Mat, Sub-Surface reports.)
 - F. Verify basic construction parameters (Contract Sum/Time, L.D.'s, N.T.P.)
 - G. Establish times and dates for upcoming site visits leading to next Progress Meeting.
 - H. Establish times and dates for regular Progress Meetings, particularly the next one.
3. Chain of Communication:
 - A. Owner Contracting Agency identified on the Owner/Contractor Agreement is the official owner until the project is completed and turned over to the facility.
 - B. Owner's Construction Representative is the Owner's designated on-site representative during construction.
 - C. Owner's Scheduling Agent is the Owner's representative assigned to assist in developing and implementing the Contractor's project schedule.
 - D. Owner's Commissioning Agent is the Owner's representative assigned to assist in commissioning of selected building systems.
 - E. Designer is responsible for directing communications to and from its consultants, the Contractor and Owner's representatives.
 - F. Contractor is responsible for directing communications to and from its Subcontractors and to the Designer.
 - G. All official communications and/or directives must come through the Designer.
 - H. The following parties should be copied on all correspondence:
 1. Designer
 2. Contractor
 3. Construction Representative
 4. Scheduling Agent (when applicable)
 - I. All correspondence will include the project title and SBC number.

4. If the contract amount is \$50,000.00 or more, **weekly payrolls** are to be sent to the regional office of Department of Labor and Workforce Development. The **Wage Determination** Number must be on all payrolls and is found in Section **00 73 43**, in the project manual or issued by Addendum, (Article 3.4.8.1). If the project contains **Federal Funds** and is subject to the Davis-Bacon Act, a copy of the weekly payroll may have to be sent to a federal agency. The Owner will furnish the name and address.
5. Contractor's initial submittals:
 - A. A list of the names of **subcontractors and suppliers** is required within 21 days after award of Contract. No construction activity by subcontractors or suppliers shall begin until these are approved by the Designer (Conditions subparagraph 5.2.1).
 - B. A **construction schedule** is required within 20 days of award of the Contract (Specification Section **01 32 15**). If a Scheduling Agent is assigned, submittal of schedule shall follow Section **01 32 53**. Include on the schedule:
 1. Notice to Proceed – for the Work and for Phases, if any.
 2. Contract Time – for the Work and for Phases, if any.
 3. Critical Work Sequencing.
 4. Major equipment deliveries and priorities.
 5. Coordination.
 6. Required Substantial Completion and projected Final Completion.
 - C. A **schedule of submittals** is required with the construction schedule, addressing all required submittals and coordinated with the construction schedule.
 - D. A **schedule of values** is required prior to the first pay request on AIA Document G703, and is subject to the Designer's approval (Section **01 29 73**). The Construction Representative will review the Schedule of Values.
6. **Local building permits** shall be obtained by the Contractor on projects where local building authorities desire to and will sell building permits. (Reference 6.01 Policy & Procedure State Building Commission.) **Other permits and applications** as may be required for regulatory compliance shall be obtained by the Contractor. An extended permit process is not a basis for time extension (see Conditions 3.7.5).
7. [The Designer and General Contractor are required to track, record and report all sustainable performance measures throughout the project \(see Appendix 2, Sustainable Guidelines Checklist / Tracking Form\).](#)
8. A **Visitor's Log** must be kept in the project office or on the project site. The Contractor's work forces are not required to sign, only members of the Designer's office and their consultants, staff representing the Owner, and other visitors (see Section **01 31 90**).
9. A copy of all **laboratory reports** during construction is to be submitted to the Designer.
10. The General Contractor is required to approve **shop drawings** prior to submitting them to the Designer. If materials and/or equipment differ from requirements on contract documents, the Contractor must notify the Designer in writing using the Substitution Request form (Section **01 62 32**).
11. Construction **record documents** (As-Builts and Project Manual) are required on the site of all projects (see Conditions paragraph 3.11 and Section **01 78 21**). The Contractor shall set aside a clean set of drawings and use them for no other purpose than marking changes in red. The Designer at each progress meeting will review the construction record documents update. A failure to have these documents updated could be cause to withhold the monthly pay request.
12. Designer and Consultants will prepare a **field report** upon each visit to the job. The field report will be forwarded to the Contractor and the Construction Representative. The Contractor shall forward a written response to any deficiencies within seven (7) days of receiving the report. Likewise, the status of any deficiencies shall be discussed with the Contractor at each progress meeting, and the Designer will consider such deficiencies in evaluation of the Contractor's application for payment.
13. Discuss **use of the site**, including; facility policies and procedures, storage and office areas, parking facilities, security, housekeeping, and decorum with State employees, public, etc.

14. Owner furnished **Builders' Risk insurance** covers damage outside the Contractor's control, such as by fire, storm, and vandalism. It has a deductible, and does not cover the Contractor's tools, equipment, temporary facilities, or negligence; for these, the Contractor is responsible (see Conditions Article 11). Any payable claim will be addressed in a change order and is subject to the normal markups for O&P. Immediately after receiving knowledge of a claim, the Contractor should notify the Designer, the Office of Risk Management, and the Owner's Construction Representative at the first opportunity.
15. **Progress meetings** will be scheduled (monthly)/(bi-weekly)/(twice a month) for review of job progress, construction record documents, change orders, and any other items pertaining to the job.
Applications for Payment shall be reviewed and certified at the progress meeting.
Progress meetings shall be **attended by** the Designer and relevant Consultants, representatives of the Owner, and the Contractor and relevant Subcontractors and Suppliers. Designer will be authorized to certify applications for payment and sign Change Orders. Representatives of the Designer, Contractor, Subcontractors, and Suppliers shall be authorized to act on behalf of their company.
16. Approximately three (3) days prior to submitting a **pay application**, the Contractor will fax a draft copy to the Designer and Construction Representative for review. Six (6) copies of the pay application, each with original signatures and notary embossment must be submitted to the Designer. Designer shall review and certify the application. Application will then be reviewed by the Construction Representative, who will initial all copies. (Designer will send three (3) copies to F&A /OBF.) The Contractor will maintain the same pay period as first established. AIA forms G702 and G703 must be used for progress payments and value schedules unless approved by the Designer. Properly completed G702 and G703 forms will meet requirements for certification that payment has been made to Subcontractors (see Section **01 29 76**).
The Visitor's Log, Progress Schedule, and Shop Drawing Log are to be submitted with each copy of pay applications. If application includes materials stored off-site, an inventory list, bill of sale, and certificate of insurance (designating State of Tennessee as "Additional Insured") must be attached.
17. For projects over \$500,000.00, the Contractor shall establish a **retainage** Escrow Account through a bank that has a contract with the State Treasurer's office to handle retainage. The Owner does not do it automatically. If your bank does not carry this service, call the Office of Business and Finance with the Dept. of Finance and Administration at (615) 741-2590 to get the information required to set this up. (see Conditions subparagraph 9.6.7)
Retainage is held at 5% until the project is declared substantially complete. At that time, Contractor may apply for a reduction in retainage to 2%. The remaining retainage is held until final payment is made (see Conditions Article 9).
18. **A change order** is distinguished from the Architect's Supplemental Instructions in that it involves **changes in time and/or costs**. The "Request for Proposal" (RFP) procedure will be used on change orders. All change order costs must be properly itemized on the SBC Itemization Form (Section **01 26 50**).
The Contractor is directed not to proceed on any change order work unless written authorization *has been issued by* the Owner. A facsimile copy of a Change Order, signed by the Owner is considered authorization to proceed.
The contract documents state the reasons for granting a time extension (see Conditions Article 8). They also require the Contractor to submit a request to the Designer for a time extension within 21 days from the occurrence of said reason (see Conditions Article 4).
All change orders will be prepared by RPA. The Designer and Contractor will sign Six (6) copies of the change order, normally at the progress meeting. The executed copies will be distributed as follows: one (1) copy to the Designer, one (1) copy to the Contractor, one (1) copy to the Construction Representative and three (3) copies will be returned to the Owner by the Construction Representative.
Any work performed by the Contractor without an executed change order will not be considered for payment. Pay applications may not include work for Change Orders that have not been signed and returned to the Owner.

19. **Liquidated damages** amounts are part of the contract documents and will not be modified. Damages will be deducted from the Contract sum for each calendar day beyond the Substantial Completion date (see Conditions paragraph 9.7).
Prorated liquidated damages (at 25%) will be deducted from the Contract sum for each day beyond the final completion date.
20. **Substantial Completion** is when the work has reached a point of completion so that the Owner may use it for its intended purpose as determined and certified by the Designer.
Orientation and training of facility maintenance personnel must occur before Substantial Completion (see Section **01 79 00**). An attendance sheet and facility acknowledgement is recommended. Operational instructions and maintenance manuals must be delivered on or before the substantial completion inspection for the project to be certified as substantially complete. All life safety equipment must be certified and operating. All required inspections by governing authorities must be complete including Fire Marshal, Codes officials and the Certificate of Occupancy must be issued. Any extra work that is required by inspection authorities must be complete prior to substantial completion.
The following must be present to constitute a substantial completion and/or a final inspection:
7. Contractor and Major Subcontractors.
 8. Owner's Construction Representative.
 9. Designer and Consultants.
- The Designer will prepare and submit five (5) original Certificates of Substantial Completion to the Construction Representative who will forward them to the Owner for signature.
21. The Contractor shall not do any **work that is directed** by any governmental inspecting agencies or facility personnel **without a written change order** from the Owner. Governmental inspecting agencies include state and local fire marshals, boiler inspectors, building and code inspectors, health department, water and sewer inspectors, etc. Any work you do without proper authorization from the Owner may result in nonpayment for that work. If there are any questions concerning this, discuss it with the Designer.
22. The project will not be certified as final until all **punch list items** are finished and all documents have been submitted to the Designer and approved. Included in these documents are the project data binder and the Roof System Warranty (see Section **01 77 70** and **01 78 21**).
23. Only the **Roofing System Warranty** form included in the project Specifications (see Section **01 78 36**) will be accepted. Since this warranty, which requires manufacturer signatures, is an item that sometimes is late, the Contractor is urged to give special attention to expediting its completion.
24. The Contractor is required to report the names and amounts of contracts with subcontractors and suppliers, and whether they are a minority-owned business. The purpose of this report is, in part, for the Owner to collect information on **minority participation** on State Building Commission projects. This list (Section **01 78 88**) is required to be filled out and submitted with the final pay request (see Section **01 29 76**). A copy is also required to be enclosed in the Project Data Binder for final completion (see Section **01 78 21**). Additional information concerning minority participation is found in the Supplementary Conditions (see Article 3).
25. When requesting final inspection, the General Contractor will submit a request for **final payment**. Included in this request will be an AIA G706, AIA G706a, AIA G707, a copy of the **Roofing System Warranty**, a certificate of insurance and renewal statement, and the "Report of Subcontractors and Material Suppliers" (see Section **01 78 88**). If the Designer determines that final adjustments are needed in the Contract Sum, the Contractor may be required to submit a revised application for final payment.
26. A **Contractor's Evaluation Report** will be completed by the Owner's representatives and kept on file at RPA. (This report will be used for future assessment of the Contractor's overall past performance.) The Contractor will be sent a copy for review. A similar Designer's Evaluation Report will likewise be completed.