

Form 66
Preconstruction Conference Agenda and Report

I. General Information/Introductions

Name of Project/Contract: _____

Date of Preconstruction Conference: _____

Owner/Grantee	Engineer/Architect
Name of Entity/Organization:	Name of Company:
Representative:	Eng Representative: Resident Observer:
Address:	Address:
City/State/Zip:	City/State/Zip:
Telephone:	Telephone:
Email:	Email:

Arkansas Economic Development Commission	Contractor
Name of Entity/Organization: Arkansas Economic Development Commission	Name of Company:
Representative:	Company Representative: Superintendent:
Address:	Address:
City/State/Zip:	City/State/Zip:
Telephone:	Telephone:
Email:	Email:

Project Administrator	Other ()
Name of Entity:	Name of Participant:
Representative:	Representative:
Address:	Address:
City/State/Zip:	City/State/Zip:
Telephone:	Telephone:
Email:	Email:

Ensure that the attendance list has been attached as the last page of this Report and has been signed by all attendees. Copies of this Report will be distributed to each of the major participants identified above prior to start of the Conference. Introduce each participant identified above and any other significant persons in attendance.

II. Purpose and Responsibilities

The purpose of the preconstruction conference is to define the responsibilities of the identified parties during construction and to ensure that all requirements specified in the contract documents and the grant agreement between the owner and the Arkansas Economic Development Commission are understood. Its purpose is not to modify or supersede any existing contracts or agreements.

Basic Responsibilities of Participants (Specific activities are discussed below under their respective headings)

Engineer/Architect: Ensure that the work completed by the contractor(s) is consistent with the intent of the contract documents by: providing periodic field review of work and full time resident observation (*as applicable*); interpretation of contract documents; and, review of all shop drawings specific to the contract.

Owner/Grantee: Provide all information and documentation as required by the grant agreement, professional services contracts and contract documents in pursuance of project completion.

Contractor: Furnish all materials, equipment and means to complete the project in a timely manner consistent with the contract documents, construction contract and any attachments thereto. The contractor, if not present on site, shall provide a full-time on-site superintendent(s) to act on his behalf during construction.

Arkansas Economic Development Commission: Ensure, through field inspection and record monitoring, that all requirements of the grant agreement and regulatory requirements of the contract documents are being complied with by the grantee, engineer/architect and prime contractors.

Other Agencies: Discuss general loan/grant requirements of other funding agencies.

Other:

III. Contract Information

CONTRACT I consists of

(Briefly identify the contract and the application of any deductive alternatives.)

A **Notice to Proceed** was issued to the contractor on _____. In accordance with this Notice, the contractor (*must/has*) complete(d) the acknowledgment section of such notice and return(ed) the original copy to the owner. The anticipated date of work commencement shall be _____. This date shall serve as the official date of contract commencement and the initial date of resident observation (*as applicable*).

The contractor will be represented on-site by _____, who will act on behalf of the contractor as **Superintendent**.

The contractor has _____ consecutive calendar days from the date of the Notice to Proceed, to complete the contract which shall be complete as of _____ (date).

Liquidated damages in the amount of \$ _____ per calendar day will be assessed for each day in excess of the above-stated completion date that the contract is incomplete. Requests for time extensions must be for weather-related or other uncontrollable acts that prevent timely completion (See changes orders below).

CONTRACT II consists of

(Briefly identify the contract and the application of any deductive alternatives.)

A **Notice to Proceed** was issued to the contractor on _____. In accordance with this Notice, the contractor (*must/has*) complete(d) the acknowledgment section of such notice and return(ed) the original copy to the owner. The anticipated date of work commencement shall be _____. This date shall serve as the official date of contract commencement and the initial date of resident observation (*as applicable*).

The contractor will be represented on-site by _____, who will act on behalf of the contractor as **Superintendent**.

The contractor has _____ consecutive calendar days from the date of the Notice to Proceed, to complete the contract which shall be complete as of _____ (date).

Liquidated damages in the amount of \$ _____ per calendar day will be assessed for each day in excess of the above-stated completion date that the contract is incomplete. Requests for time extensions must be for weather-related or other uncontrollable acts that prevent timely completion (See change orders below).

IV. General Conditions

Status of Acquisition

Contractors shall take precautions to ensure that all work disturbing private easements is done in the best manner that ensures restoration of that property to its original condition to the greatest extent possible.

Any required rights-of-way or permits involving railroads, highways, utilities or other entities must be listed below: *(indicate status of permit acquisition)*.

ACEDP policy requires all easements and parcels to be obtained prior to construction, however, any pending acquisition activities as deviations to this policy should be listed below:

Safety and Supervision of Contractors' Workers

It is the sole responsibility of the contractor(s), not the owner, funding agencies, nor the engineer or architect, to supervise and ensure the safety of its workers especially in regard to Occupational Safety and Health Administration (OSHA) requirements. All work methods, techniques, sequences and procedures shall be determined by the contractor.

Project Signs and Posters

A project sign, consistent with the contract document specification, shall be placed at the project site in a conspicuous location on the first day of construction and shall remain in place until the project has been accepted as substantially complete.

The contractor shall also post the wage determination, Equal Employment Opportunity Poster and Notice to Employees Signs at the project site for the duration of the project.

Staking of Work

The status (complete, pending or not applicable) of any staking work and/or surveying must be stated below. The engineer/architect shall establish reference points and base lines and field control surveys for locating the work as shown in the contract documents.

Contractor’s Scheduling

The contractor’s schedule, as submitted, must not impinge upon the schedules of other contractors or project participants and should be sufficient in detail to enable the engineer/architect to plan operations (e.g., mobilization, start, completion, and other significant dates). *(Any scheduling requirements must be listed below.)*

Equipment and Stored Materials

Materials and equipment to be stored on-site by the contractor shall be stored at the following site(s), as provided by the owner: _____.
(Discuss various types of equipment and stored materials to determine the amount of storage space needed. The owner shall not be responsible for security at such site(s).)

Subcontractors

Identify all subcontractors that will be utilized by the prime contractor(s) during the performance of this contract.

Many of the Federal requirements below that are applicable to contractors; particularly equal opportunity and labor standards provisions are applicable to subcontractors also. It is the responsibility of the prime contractor to ensure that any of the subcontractors he employs are in conformity with all Federal requirements specified in the contract documents and construction contract and that they are not debarred or suspended from participating in Federally-funded contracts.

Change Orders

All change orders must be prepared by the engineer/architect and shall receive the approval of the owner and the Arkansas Economic Development Commission prior to issuance. A change order will be required whenever any of the following occurs:

- Extension of contract time (Based upon contractor and resident observer reports noting inclement weather or weather-related site conditions).
- Revisions to any contract documents including additions, deletions or modifications.
- Any change to the amount of the contract.

Shop Drawings

All submittals, shop drawings, tests and samples shall be made available to the owner, engineer/architect and their resident observer for review and comment.

Field Inspection and Resident Observation

During the course of the project, periodic and final inspections will be conducted by the owner, engineer/architect and the Arkansas Economic Development Commission. The purpose of inspections are twofold, one to judge the progress of work completed and two to ensure that the contract documents and grant agreement terms and conditions are satisfactorily met.

(Strike out this paragraph if full-time resident observation will not be provided.)

Additionally, the engineer/architect will provide the services of a full-time resident observer whose duties shall include:

- Review of submittals, shop drawings, tests, samples, etc.
- Observation of work on-site to confirm that construction is in conformance to contract documents.
- Inform engineer/architect/owner of work that does not conform to contract documents.
- Prepare records of observed work in accordance with the instruction below.

The resident observer shall maintain records, in ink, consisting of the following:

1. Daily observation records:
 - a. Date(s), contract number, observation time(s)
 - b. Weather conditions
 - c. Quantity of work performed and materials used
 - d. Deficiencies noted and corrective measures undertaken by contractor(s)
 - e. Significant work delays and causes
 - f. Material and equipment deliveries to the site
 - g. Conversations with the contractor(s) that may involve a dispute or claim
 - h. Instructions received or given
 - i. Description of accidents
 - j. Details of extra work done by the contractor outside the scope of the contract
 - k. Visitors
 - l. Notes regarding workers and equipment
 - m. Tests performed and results
2. Copies of approved shop drawings
3. Change order file including field changes
4. Records of construction deficiencies and resolutions
5. Test result files with clear indication of retesting needs, if any
6. Construction schedules
7. Complete set of plans and specifications, marked up as changes occur for preparation of final as-built drawings
8. Weekly progress reports and other correspondence.

Federal Requirements

Equal Employment Opportunity

All Equal Employment Opportunity requirements defined in the contract documents must be complied with by the contractor and any of the subcontractors that they may employ. An Equal Employment Opportunity poster, provided by the grantee, must be posted in a prominent location at the project site by the prime contractor. Documentation regarding contractor and subcontractor efforts to comply with Section 3 requirements (See contract documents) must be maintained and forwarded to the grantee or the Arkansas Economic Development Commission upon request.

Labor Standards

In accordance with the Davis-Bacon Act, all contractors and subcontractors with contracts in excess of \$ 2,000 are required to prepare weekly payrolls reflecting the payment of minimum prevailing area wages. These rates of pay are listed in wage determination(s) number _____ issued for this project. A copy of this wage determination, in addition to the Notice to Employees Poster provided by the grantee, must be prominently displayed at the project site at all times.

Whenever the contractor employs a labor classification that is not on the wage determination, he must contact the owner to obtain the proper wage classification from the Arkansas Economic Development Commission. Because this process is lengthy, contractors are urged to review the wage determination issued for the project at this time to verify that all applicable wage classifications are available.

The contractor is required to pay time and a half for all work performed in excess of 40 hours per week for all contracts in excess of \$2,000. Detailed discussion of these requirements is contained within the contract documents. Weekly payrolls for all applicable contracts and subcontracts must be submitted to _____ at _____. If no work is performed during a workweek, the contractor may either submit a payroll form with the notation "No Work Performed" or a letter to that effect. Payrolls, however, must still be numbered consecutive to correspond with the number of weeks that the contract is active. Failure to submit payrolls in a timely manner may result in delays in payment processing.

Whenever a worker is first listed on a payroll, that particular payroll must contain the worker's name, address, work classification, rate of pay and social security number. Payrolls for that worker thereafter may only contain that worker's name, rate of pay and labor classification.

Contractors should use the sample payroll form provided or a form of equal substance so long as the statement of compliance on the reverse side of the payroll is attached or incorporated thereto. Payroll records must be retained by the owner for a period of three years after project completion.

During the project, representatives of _____ will be conducting employee interviews for each job classification employed to verify that the information provided in the payrolls is accurate. These representatives will arrange site visits for this purpose through the project superintendent.

Compensation to contractors may be withheld pending resolution of labor standards problems identified against contractors and subcontractors.

Payment Processing

Partial payments to contractors shall be based upon periodic pay estimates, prepared by _____, for work completed plus on-site stored materials minus proper retainage. These estimates must be submitted to the engineer/architect by the ____ day of the month.

The engineer/architect will transmit the approved estimate to the owner who will review the estimate and will submit this document along with other eligible expenditures to the Arkansas Economic Development (AEDC) for payment. These requests for payment must be received by AEDC no later than 2 p.m. on Friday to be processed as part of the weekly drawdown of funds. Payments received after this time will not be processed until the following week. Disbursement of funds to the project account should be completed by the following Friday.

The owner shall make payment for all permits and testing as required by the contract documents. Work completed shall be all work installed, finished or otherwise completed as verified by the engineer's review of the contractor's estimate. The engineer/architect reserves the right to perform field inspections to verify the amount or percentage of completion for the purposes of payment approval. Payment for stored materials in whole or in part may be made (without retainage) so long as such materials are stored on-site. Retainage shall be as per State law, which requires withholding of 10 percent of the work completed up to 50 percent complete, then 5 percent of the total contract amount thereafter until complete.

(Discuss any other funding agency payment processes.)

Owner Force Account Labor

(Strike out this paragraph if owner force account labor will not be provided.)

If force account labor is to be used on the project, the contractor should be given an account of what work will be provided and when such work will be completed so that proper coordination with the contractor can be maintained. The owner will be responsible for keeping payrolls and records of hours worked in compliance with prevailing wages.

Final Acceptance of Work

The work will be accepted as final only when the following events have occurred:

- A punch list of all deficiencies prepared by the engineer/architect has been rectified to the satisfaction of the owner, engineer/architect and funding agencies
- A final inspection, scheduled by the engineer after receiving notification from the contractor, has been conducted
- A certificate of substantial completion has been issued
- The project area is returned as close as possible to its original condition with all trash and surplus materials removed
- All Federal requirements, particularly final payrolls, are accepted as complete
- Transfer of utility and insurance responsibilities to owner/grantee has occurred
- All submittals, shop drawings, laboratory tests, samples, product information and warranties for products and equipment have been given to the owner

Warranty Period

All work completed under this contract will be guaranteed by the contractor for a period of one year after the date of Substantial Completion. During the eleventh month of this guarantee, the architect/engineer will schedule an end of warranty inspection to be attended by himself, the contractor, the owner and any other necessary persons. This inspection will serve to verify that there are not deficiencies in the work. Any noted deficiencies, which were not caused by neglect or abuse, will be corrected by the contractor at his own expense.

Any equipment or materials guaranteed for a period greater than one year should be documented by the contractor who must provide the manufacturer’s warranties on all items to the owner.

Any disputes shall be handled in the following manner:

The architect/engineer will respond to all disputes involving interpretation of the contract documents. *(Note any special requirements for dispute resolution.)*

Other Topics of Importance

Participants' Signatures

Name of Owner (Grantee)/Title

Signature of Chief Executive Officer

Name of Architect or Engineer/Title

Signature of Representative

Name of Contractor

Signature of Representative

Project Administrator/Firm

Signature of Representative

