RECORD OF PRE-CONSTRUCTION CONFERENCE

MN 1942-A Guide 13
(Rev. 4-09)

DATE:

NAME OF OWNER

NAME OF ARCHITECT / ENGINEER (Firm)

NAME OF CONTRACTOR (Firm)

LOCATION OF CONFERENCE

1. Official Representatives:

OWNER: ARCHITECT / ENGINEER

CONTRACTOR RURAL DEVELOPMENT

2. Responsibilities of Consulting Architect / Engineer:
The architect / engineer administers the contract, AIA Document A101, Standard Form of Agreement Between Owner and Contractor Provides observation services and provides copies of the reports to Rural Development. Reviews and approves / rejects shop drawings, progress schedules and partial payment requests. The architect / engineer Interprets project plans and specifications. Inspects construction and performs services per agreement between the owner and architect / engineer. Certifies contractor's payment requests, prepares change orders as required, certifies construction compliance with plans, specifications and building codes, provides certificate of substantial completion. Provides final inspection and inspects to confirm completion of "punch list" items. Performs "eleventh month" warrantee inspection with Rural Development representative and provides list of repairs covered by contractor's guarantee.
As necessary during construction, the architect / engineer's consultant(s) (mechanical, electrical, plumbing, and civil, etc.) will visit the construction site to determine compliance with the accepted plans. Architect / engineer shall provide copies of inspection reports and minutes of progress meetings to Rural Development CF Specialist and the RD State Architect / Engineer checked below.

☐ Area Specialist ph/fax
Area Office address cell Area Specialist's email address

☐ Mark Ryan, State Architect 651 602 7829 ph
375 Jackson Street, Suite 410 651 602 7826 fax mark.ryan@mn.usda.gov
St. Paul, MN 55101

3. Responsibilities of Owner: Make inspections with contractors, architect / engineer and Rural Development. Initiate, review and Approve / reject change orders and partial payment estimates and forward same to Rural Development Area Office for review.
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4. Responsibilities of Rural Development Representatives: *(Must see that approval conditions are observed and represents the Government's Interest)*
To observe and monitor the project construction to protect the Government's interest. Will review and approve all change orders, accept or reject partial payment estimates, make periodic, pre-final and final inspections with contractor and observing architect / engineer. Where deficiencies are noted during inspections, the means and methods of correction remain the responsibility of the project architect / engineer, owner and contractor. Where local or state agencies provide inspections of construction, a final inspection of the project will be made by these agencies prior to Rural Development's final inspection and acceptance of the project.
NOTES: _____

5. Responsibilities of Contractor: *(Review contract terms)*
Complete the project construction in full compliance with plans, specifications and contract documents. Superintendent to keep a daily log of general accomplishments, any accidents or events that may cause a delay, including weather related items. Contractor carries out construction in accordance with the contract, plans, specifications and all applicable codes. Rural Development accepted plans shall be kept on site along with copies of all tests and reports. If conflicts arise between Rural Development accepted plans and requirements of other agencies, the more restrictive will apply. Contractor shall obtain permits as required by contract with owner. Contractor calls for inspections as required by local or state agencies and Rural Development. Prepares and maintains progress charts, prepares and installs project sign and furnishes location survey prior to first construction draw. The contractor shall attend all progress meetings, final inspection and the "eleventh month" warrantee inspection.
NOTES: _____

6. Responsibilities of Any Other Agencies Contributing to the Project: *(Consider Interim Lender)*
NOTES: _____

7. General Discussion of Construction Contract:
Alternative Specifications: _____
Initiating Construction: *(Notice to Proceed)* _____

The Notice to Proceed shall be issued after the interim loan closing, the pre-construction conference and when the owner, interim lender and Rural Development give their consent.
Completion Time for the Contract: *(Does everyone understand contract requirements and method of computing?)*
The construction period will be as specified in the contract, beginning in accordance with the "notice to proceed".
(Days)

Liquidated Damages: At substantial completion _____ Liquidated Damages are specified in the contract at the rate of ($ per day). At final completion _____ Liquidated Damages are specified in the contract at the rate of ($ per day).

Request for Extension of Contract Time: _____
Extensions of the contract time must conform to the General Conditions of the Contract and be requested as a change order with Rural Development concurrence. Records supporting conditions contributing to the need for a time extension must be submitted along with the change order.

Procedures for Making Partial Payments:
Rural Development Form FmHA 1924-18, Partial Payment Estimate is prepared by the contractor, reviewed and approved by the project architect, reviewed and approved by the owner and then submitted to Rural Development for review and disposition. The interim lender shall not disburse funds without the approval of all parties. A minimum of six (6) copies of all Pay Requests shall be provided, with original signatures of all parties on all copies.

Guarantee on completed Work: *(Materials, Installed Equipment, Workmanship, Etc.)*
Contractor shall guarantee work, equipment, materials and workmanship for a minimum of one (1) year from date of substantial completion or for longer periods as required by specifications, special manufacturer's warrantees, or as governed by state law in the state in which the construction is located.

Other Requirements of the Contract and Specifications which Deserve Special Discussion by All Parties: All insurance requirements are to be met prior to Rural Development approval of the contract. Written evidence shall be presented that materials and labor are paid for, prior to final payment to the contractor. The Rural Development Office and RD State Architect / Engineer shall be notified two weeks in advance for the pre-drywall, pre-final and final observation visits.
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8. Contractor's Schedule
Analyze work schedule in sufficient detail to enable the architect / engineer to plan his operations. *(Consideration must be given to needs of Association and the planned operations of other contractors.)*

Prior to the first partial payment, the contractor shall submit a construction progress schedule showing the order in which he / she proposes to carry out the work, including the dates on which the work will start and estimated date of completion of each phase of the construction. Contractor's plans for delivering Materials to project site: *(Protection and Storage of materials.)*
Any stored materials are to be paid for, title passed to owner and adequately insured. The contractor must provide any additional space for storage of materials and equipment, and protection for same at his / her own expense. Materials and equipment must be stored on site or in a bonded warehouse to be eligible for payment
NOTES: _____
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9. Sub Contracts:
Prior to commencement of work contractors shall submit a list of sub-contractors to the owner and Rural Development for approval. Subsequently, the list shall be updated with the names of any replacement or additional sub-contractors prior to their being used on the project. All applicable conditions of the contract shall apply to sub-contractors.
NOTES: _____
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10. Status of Materials or equipment furnished by Owner:
A. Schedule of future deliveries:
B. Procedures to be adopted by contractor in accounting for and storage of such materials:
Contractor shall submit information to determine the net change in quantities with each draw request.
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11 Change Orders:
Prior to implementing any changes that change the scope or cost of the project, the contractor must submit properly executed change orders to Rural Development for review and acceptance, using Rural Development, FmHA Form 1924-7. Rural Development will review the approved/rejected change order prior to implementation (within 10 days) of the work. The Architect may issue "field orders" or "supplemental instructions" to contractor to clarify or correct conditions during the course of construction. Rural Development shall be copied on such field modifications. When such changes affect cost, or materially affect design, they shall be processed through a change order with Rural Development concurrence.

All change orders shall be submitted in a timely manner for Rural Development review. The change orders shall be accompanied by complete written justification and supporting documentation to verify cost and adequacy of the substituted system or material along

with Rural Development, FmHA Form 1924-25.(if required) Dependent on conditions, the supporting documentation will include "cut sheets," materials invoices, subcontractor quotes and profit and overhead paid to the General Contractor.
Changes relating to Code changes may need to be reviewed by appropriate approving officials prior to submittal to Rural Development.

A minimum of six (6) copies of all Change Orders shall be provided, with original signatures of all parties on all copies.
In extreme situations, should it become necessary to process a change in the field prior to obtaining a change order approval, it will be done only when work will be delayed or health/safety issues require action. In these cases, the architect/engineer will provide notification to Rural Development via FAX, or other timely communication, in order to determine acceptability of the proposed work.
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12. Staking of Work:
The contractor shall lay out his work from the architect / engineer's established base lines and benchmarks as indicated on the site drawings. He is responsible for all measurements. Complex designs should be laid out by a licensed engineer or licensed land surveyor.

13. Project Inspection
Functions of consulting architect / engineer, including records and reports: The observing architect / engineer shall make periodic observations to insure the construction conforms to accepted contractual documents. A copy of observation reports shall be submitted to the Rural Development Loan Specialist and RD State Architect / Engineer.
Responsibilities of Owner:
Make periodic observations with the architect / engineer and Rural Development throughout the period of project construction to determine conformity of construction to accepted contract documents. At a minimum, attendance at the pre-final and final Inspection(s) are expected.
Responsibilities of Rural Development:
Make periodic, pre-final and final observations solely to protect the interest of the Government.
All state and local regulations must be complied with in accordance with contract documents.
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14. Final acceptance of work:
All testing required shall be done at the contractor's expense. The observing architect / engineer and Rural Development will determine if the work is acceptable under the terms of the contract and that the contract has been fully performed. All wavier of liens shall be submitted prior to final payment.

15. Labor Requirements:
A. Equal Employment Opportunity Requirements:_____
All posters must be displayed at the job site in a manner whereby they can be viewed at any time. Any contractor or subcontractor, whose contract exceeds $10,000.00, must comply with Rural Development, FmHA Form 400-6 (Compliance Statement)
B. Davis-Bacon Act: May be applicable if Federal grant funds are provided.
C. Other Federal Requirements:
D. State and Local Requirements: The construction must comply with all state and local ordinances and building codes. The contractor will not discriminate against any employee or applicant for employment for reason of race, color, religion, sex or national origin.

16. Rights-of Way and Easements:
A. Explain any portion of project not available to contractor:_____

17. Coordination with Railroads, Highway Departments and other Organizations:
Coordination with any transportation agency is the responsibility of the contractor.

18. Placement of Project signs and Posters:
Contractor is responsible for erecting and maintaining the construction sign in accordance with the plans and specifications. The project sign must be installed prior to payment of the first partial payment request.

19. Handling Disputes:
The consulting architect / engineer shall interpret plans and specifications and assist in resolving differences.

Misc._____
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_____ _____
(*Owner's Representative*) ***(Contractor's Representative)***

_____ _____
(Rural Development Representative) ***(Architect's Representative)***