

Pre-Construction Conference

Discussion Guide

This guide is a summary of the topics normally required at the Pre-Construction Conference based upon the Tennessee Board of Regents Designers' Manual standard bidding and construction documents.

The order of this Guide has been coordinated with the suggested agenda for a Pre-Construction Conference given in the Designers' Manual *Administrative Procedures Guide* Chapter 6 Paragraph 6.02.F. The content of this guide has been carefully cross-checked 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 requirements, and should not be taken as superseding or overruling the requirements given elsewhere in the Designers' Manual, the design contract, or the construction contract.

1. Secure a **record of attendance**
2. Complete a **Pre-Construction Data form F615**. Blank copies can be handed out to all in attendance to fill in for themselves. The Designer, being responsible for minutes of the meeting, should see that one such form is filled out for the record and copied out with the minutes and sent soon after the meeting to the OFD Construction Representative (OFD-CR). If possible, copies of the completed record form should be provided to all in attendance before they leave.
 - A. Project title.
 - B. Contact persons.
 - C. Verify Contractor's receipt of Contract Documents and related information.
 - D. Verify status of local and State permits.
 - E. Verify basic construction parameters.
 - F. Establish time, dates, and place for regular Progress Meetings.
3. Chain of Communication
 - A. Tennessee Board of Regents (TBR) is the Owner.
 - B. OFD Construction Representative (OFD-CR) is the Owner's principal contact person.
 - C. OFD Scheduling Consultant, if any, is assigned to ensure development and maintenance of the Contractor's progress schedule.
 - D. Facility Coordinator coordinates campus affairs related to the project, and should provide contact information for the campus security office.
 - E. Designer is the channel between its consultants, the Contractor and TBR.
 - F. Contractor is the channel between its Subcontractors and the Designer.
 - G. All official communications pass through the Designer.
 - H. On all correspondence, include SBC number and project name, and copy the following: Designer, Contractor, OFD-CR, OFD Scheduling Consultant (if any), and Facility Coordinator

4. **Prevailing Wage Rates**

- A. **State building prevailing wage rates** are no longer required for contracts executed after 12/31/13. If they were written into the Contract anyway, then they remain a contractual requirement, but are contrary to statute, will not be monitored by DoLaWD, and TBR personnel will not take on the extra task of enforcement.
 - B. **State highway prevailing wage rates** rarely apply, generally only when state highway funds are involved, in which case a representative from the DoLaWD is normally in attendance, and will want to speak. As a courtesy, this person may be allowed to go first, while attendance sheets are being passed.
 - C. **Federal Wage Rates** seldom apply. If included in documents using Conditions section 00 73 45 and a federal wage rate list, the OFD-CR should verify applicability. If applicable, weekly federal payroll reports are to be submitted electronically to the institution's business office at address provided by institution, and Contractor is to send a copy of transmittal to the OFD-CR.
5. **Builders' Risk insurance** (per Conditions 11.3.1) was normally provided by the Owner on jobs up to \$25,000,000 until June 2012. Thereafter, contractors are required to carry it; however, it's not required on pure demolition jobs, unless there is put-back or renovation work included.
6. Discuss the **scope of work** to ensure that the contractor and the institution managers and operators have a clear understanding of how to coordinate, interact, and otherwise accommodate each other:
- A. Confirm the **Contract Time and stipulated Phases**, if any. The principal expression of Phases is in the Agreement. Further information may be in the Summary of Work specification and Bid Form, but be alert to changes by addenda, and be aware that the Bid Form is not a part of the Contract Documents. If there are Phases, review the effect on the Schedule of Values (item 7D below). Ensure that everyone understands the effect of Time requirements within their own areas of responsibility. Identify an agreeable date for **Notice to Proceed**.
 - B. Discuss **mobilization and use of the site** to ensure that the institution is ready to accommodate the effect of construction on campus, and the Contractor understands any restrictions on site access and impact area, including locations for storage, offices, and parking, security procedures, and decorum with State employees, public, etc.
 - C. Review requirements for **temporary utilities and accommodations**, including service interruptions that may result, and any changes from normal operations that the institution may experience and for which it may need to prepare.
 - D. Review the processes by which **bulk and unit price allowances** will be monitored and controlled by the Designer. Ensure that the Contractor understands that allowances are not to be exceeded; but instead, any allowance that proves insufficient must be increased by change order before continuing.
 - E. Identify any **special construction and delivery methods**, either required or that might be a Contractor's option – particularly, any that might disrupt normal activities in the areas around the site, such as blasting, special hoists, etc.

- F. Ask the institution to identify **possible programmatic add-ins**, for consideration of best timing and effect on orderly flow of the construction activity. Late changes are to be avoided, but the institution may have specific and legitimate additional work that can be incorporated when contingencies become less critical in the progress of the Work.
 - G. Discuss **coordination of other work and move-in** in conjunction with the project timeline, including work by the institution or other contractor's that will be taking place at the same time as this Work, any possibilities of partial occupancy, and any move-in schedules that are critical to the institution or might affect the construction activity.
 - H. Begin establishing a plan for **permanent utilities and operational turn-over**, so that the final closeout and occupancy will not be hindered by lack of coordination.
7. Contractor's initial submittals:
- A. **Subcontractors and suppliers** (per Conditions 5.2.1) are to be identified within 21 days after award of Contract; and, any against whom the Designer objects shall not be allowed to begin construction activity. Subcontractors named in the bid envelope must be used in the capacity listed; unless changed in accordance with Designers' Manual 6.07.
 - B. A **construction schedule** (per Conditions 3.10.1 and Section 01 32 15) is required within 21 days of award of the Contract. If a Schedule Consultant is assigned, submittal of schedule shall follow Section 01 32 13.
 - C. A **schedule of submittals** (per Conditions 3.10.2 and Section 01 32 15) is required with the construction schedule, addressing all required submittals and coordinated with the construction schedule.
 - D. A **schedule of values** (per Conditions 9.2 and Section 01 29 73) is required on AIA Document G703, prior to the first pay request and subject to the Designer's approval. Phases, buildings, allowances and change orders must be delineated as specified. No line item can be billed out more than 100%.
8. **Building permits**
- A. **Local permits** (per SBC Policy & Procedure 6.01 and Conditions 3.7.5) shall be purchased by the Contractor on State projects where local building authorities desire to and will issue building permits. An extended permit process is not a basis for time extension.
 - B. If a Storm Water Pollution Prevention Plan (**SWPPP**) applies, verify issuance of CGP-NOC, its inclusion in specs, and its posting; discuss stream buffers, inspection schedules, site audits, rainfall monitoring, permanent storm water controls, and final stabilization (all per spec Section 01 57 23), and CGP-NOT (Designer's action per the SWPPP and APc7).
9. A **Visitor's Log** (per Section 01 31 90) must be kept on site, normally in the project office. Contractor, subcontractor, and supplier work forces are not visitors. The Designer, its consultants, staff from the Tennessee Board of Regents and the institution, and other persons not engaged in providing the Work of the Contract are visitors.
10. If **Weather Delay Report** (Section 01 26 25) is included in specs. Daily entries should start at NtP. Each application for payment should include a copy of reports completed since the previous application. The reports are not just about weather, but are primarily about work disruptions caused by weather. These are required to claim a weather delay.

11. A copy of each **laboratory report** during construction is to be submitted to the Designer.
12. **Shop drawings** and like submittals (per Conditions 3.12.5) must be approved by the General Contractor prior to submitting them to the Designer. If materials and/or equipment differ from requirements of contract documents, the Contractor must notify the Designer in writing using the Substitution Request form Section 01 25 33 (formerly 01 62 32).
13. **Record documents** (per Conditions 3.11 and Section 01 78 21) are required on the site of all projects. The Contractor shall set aside a clean set of drawings and use them for no other purpose than marking changes in red. The construction record documents update will be reviewed by the Designer at each progress meeting. A failure to have these documents updated could be cause to withhold the monthly pay request.
14. A **field report** (per SBC-6a section 2-1-33) will be made by Designer and Consultants upon each visit to the job, which shall be at least twice-monthly. The field report will be forwarded to the OFD-CR and the Contractor.
15. **Progress meetings** (per Section 01 31 19) are attended by:
 - o Designer and relevant Consultants, including a licensed professional authorized to certify applications for payment and sign Change Orders
 - o OFD-CR, institutional stakeholders, and other relevant Owner personnel
 - o Contractor's superintendent and principal, and relevant Subcontractors and Suppliers authorized to act on behalf of their companies.

Progress meetings are to be scheduled at least monthly, and preferably twice-monthly, until final completion. Fill in the schedule for Progress Meetings on the Data Sheet (2.F above).

Progress meetings are for review of job progress, record documents, change orders, applications for payment and any other business pertaining to the job.

16. **Applications for Payment** (per Section 01 29 76) shall be drafted and emailed to the Designer and OFD-CR approximately three (3) days prior to submission, then five (5) counterparts, each with original signatures and notary embossment shall be submitted at the Progress Meeting or benchmark inspection. There, the Designer shall review and certify the application, return one (1) to the Contractor, keep one (1) for itself, and give three (3) to the OFD-CR, who will initial and forward two (2) to OFD.

Applications for Payment and the schedules of values shall be on AIA forms G702 and G703, which include the required certification that payment has been made to Subcontractors.

Contractor's address must be on application and must match the address that was provided on ACH form during Contract signing. Owner's project number must be on application. The name of the County where the project is located must be on the application. Otherwise, pay will be delayed, or may be denied.

When there are **phases**, G703 must properly assign change orders to each phase.

Visitor's Log, Weather Delay Report, 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 must be attached.

17. **Retainage** (per Conditions 9.3.5) is 5% until substantial completion, and thereafter 2% until final payment. All reductions require consent of Surety, if any. For projects over \$500,000 (per Conditions 9.6.7), the Contractor shall establish an escrow account in a bank that has a contract with the State Treasurer's office to handle retainage. See spec section 01 29 54. If a bank does not have such a contract, call the F&A Fiscal Office at (615) 741-2590 for information. Typically, if escrow is not in place by the second pay request, TBR business office holds payment.

If a construction contract is just under the \$500k threshold at which retainage escrow is required, it is likely that at some time during the Work, there will be a change order that will put the job over \$500k. If the Contractor then wishes to start having retainage put into an escrow account, the State will do so; however, having escrow in that case is not considered mandatory by the Department of Finance and Administration, which manages the escrow accounts, and the State will not require or automatically start escrow, unless the Contractor requests it.

18. **Modifications** (per Conditions 1.1.1):

Amendments are typically only used in fast-tracked multiple-stage projects to make a major increase in scope and cost, and are typically signed by the Contractor first, then TBR, in two (2) counterparts.

Change orders are used for most common changes in cost and/or time; and, are issued by TBR, most often already signed, with a fax or email to Designer, Contractor, and OFD-CR, and three (3) original counterparts to the OFD-CR for the Designer and Contractor to sign at the next Progress Meeting. Only licensed/registered architects or engineers representing the design team are authorized to sign Change Orders. Executed counterparts are distributed one (1) each to the Designer, the Contractor, and the Owner via the OFD-CR.

Change Orders typically follow a "**Request for Proposal**" (RFP), which the Designer issues to describe the change in Work. The Contractor then responds with a proposal, supported by itemizations of cost on the forms of sections in the 01 26 50s and a detailed demonstration of the time effect against the current scheduled critical path.

Contractor is not to proceed on any change order work unless written authorization has been received from the Owner, typically in the form of an email of the change order signed by the Owner. Pay applications may not include work for Change Orders that have not been signed and returned to TBR.

Change Orders can also derive from a Designer's recommendation after review of a delay claim made by the Contractor based on weather or other allowed causes, and without an RFP from the Designer. The claim must be made within 21 days, the delay cause must be documented, and the effect on time must be demonstrated against the critical path. Attaching a Weather Delay Report to a pay request does not constitute a claim for delay, but should spur the discussion of whether a claim is needed.

Directives are essentially any would-be change order that has been signed by TBR and the Designer, but not yet signed by the Contractor.

Written orders for minor change by the Designer can be Field Orders or Architect's Supplemental Instructions, but cannot change time or cost.

19. **Commissioning** is a process above and beyond the ordinary systems start-up, testing, and balancing, required of the contractor, and may involve a third-party consultant engaged by the Owner with particular specifications included in the Contract Documents. Verify whether Commissioning is included in this contract; and, if so, determine whether a third-party commissioning agent is being used, and initiate contacts and coordination. Completion of commissioning is typically prerequisite to substantial completion.
20. **Demonstrations and Training, and Verification**, should be planned as soon as possible. If Section 01 79 25 is included in specs, use it to plan out and verify the demonstrations and training. If not included, its use is still recommended. Demonstrations and training are prerequisites to substantial completion (per Section 01 79 21).
21. **Pre-Close-out Submittals** (per Section 01 77 70 on General Work only) are required from the Contractor at 75% completion or 30 days prior to Substantial Completion, and will include:
 - A. Tabulation of the demonstrations and training required
 - B. Tabulation of equipment and systems for which operating and maintenance data are required in the Operating and Maintenance Data Binders and related documents are required in the Project Data Binders
 - C. Tabulation of the spare parts and extra materials required
22. **Liquidated damages** (per Conditions 9.12, or Limited Work 9.7) will be deducted from the Contract Sum for each day Substantial Completion is late. On General Work, secondary liquidated damages at 25% of main rate will be deducted from the Contract sum for each day final completion is late.
23. **Substantial completion** is determined and certified by the Designer when:
 - A. Owner is able to use the Work for its intended purpose.
 - B. Orientation and training (per 01 79 21, see 20 above, or Limited Work Conditions 9.6.1.3) of facility personnel has occurred. An attendance sheet (Section 01 79 25) and facility acknowledgement is typically required.
 - C. Commissioning is complete.
 - D. Operational instructions and maintenance manuals have been delivered.
 - E. Life safety equipment has been certified and operating.
 - F. Extra work required by inspecting authorities is complete.
 - G. Required inspections by governing authorities are complete, including State Fire Marshal and local codes officials.
 - H. The Certificate of Occupancy has been issued (if applicable).

Substantial completion and final **inspections should be attended by:**

- A. Designer and Consultants
- B. Contractor and Major Subcontractors
- C. OFD-CR and institution representative(s)

Substantial Completion inspection should end with the Contractor submitting an **application for payment**.

Substantial Completion Certificates are to be issued by the Designer in four (4) counterparts as soon as a punch list can be assembled and attached. Prompt completion and execution of the Certificate is important, for its own sake, and for the Owner's ability to process the corresponding requests for payment. The punch list is to mention outstanding administrative work as well as construction activity. Certificates will be signed by the Designer, then the Contractor (who keeps one counterpart while waiting for Owner signature), then by Owner (who keeps one counterpart while returning the other two to the Designer and Contractor). The OFD-CR normally obtains the signature of the OFD Director of Construction Management. The OFD-CR and staff of the institution are not authorized to sign these certificates on behalf of the Owner.

24. **Work without proper authorization** will be uncompensated. The Contractor shall not do additional work directed by a governmental inspecting agency or facility personnel without a written change order. Governmental inspecting agencies include state and local fire marshals, boiler inspectors, building and code inspectors, health department, water and sewer inspectors, etc. Discuss such directions with the Designer.
25. TBR hates to issue change orders for **additional work after substantial completion**.
26. **Sustainable Design Closeout Verification** (per Sections 01 78 53 and 01 78 56, for General Work) requires monitoring throughout the job, and signing a final verification form at closeout. Contractor responsibilities can be quickly identified by looking for the items on the Section 01 78 56 Sustainable Design Verification Form that are marked with a "C".
27. **Final completion** (per Sections 01 77 70 and 01 78 21) requires that all punch list items are finished and all closeout documents have been submitted to the Designer. Closeout documents include the project data binders, which include the roof warranty when applicable, the marked-up record documents, and a final application for payment.
28. Only the **roof warranty** form included in specifications will be accepted. This used to be Section 01 78 36, but should always now be Section 07 50 36. 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. The original goes in the Project Data Binder, and copies are attached to the final pay request.
29. **Minority participation** is of interest to the State Building Commission. The Contractor (per Conditions 3.20 and Section 01 78 21) must report, on the form of Section 01 78 88, the names and amounts of contracts with minority-owned business subcontractors and suppliers, including the report in the Project Data Binder, and copies attached to the final pay request (per Section 01 29 76).
30. An application for **final payment** is to be submitted with the request for final inspection (per Conditions 9.10.1 and Section 01 29 76).

The application for **final payment** must have several attachments (per Section 01 29 76 or Non-Construction Conditions 9.9).

Final payment on contracts without a bond – typically those awarded under \$100,000 – will normally have to be publicly advertised (SBC policy 6.05) and given a 30-day period for claims before the payment can be completed.

31. A **Contractor's Evaluation** Report will be completed by the OFD-CR for future assessment of the Contractor's overall past performance. A copy will then be sent to the Contractor for review. (See Designers' Manual *Administrative Forms F866*)

A **Designer's Evaluation** Report will be filled out by OFD-CR at the end of a project, and sent to OFD, where it will be reviewed, and comments may be added by the OFD Project Manager and the OFD Director of Construction Management. A copy will then be sent to the Designer for review and comment. (See Designers' Manual *Administrative Forms F966*)

Last thing – Make sure that a record of attendance has been collected, an F615 data form has been filled out, a Notice to Proceed date has been agreed upon, the Designer is prepared to issue the Notice to Proceed, and the Designer will send a copy of Notice to Proceed and Data Form to the OFD-CR.

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