

<p style="text-align:center"><b>RECORD OF PRECONSTRUCTION CONFERENCE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT</b></p>
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PROJECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT TYPE:       Rental Housing (RRH/GRRH)    Community Facility (CF)

CONFERENCE LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ AREA OFFICE: \_\_\_\_\_ COUNTY: \_\_\_\_\_

**SIGN-IN AT CONFERENCE**

NAME(Please Print)	REPRESENTING	PHONE

- cc:     Owner
- Contractor
- Architect
- Interim Lender
- RD Area Office
- RD State Architect

**(USE SEPERATE SHEET FOR EACH PRIME CONTRACT)**

CONTRACT NO.: \_\_\_\_\_ FOR: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT COORDINATOR: \_\_\_\_\_

OFFICE PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

JOB SITE REPRESENTATIVE: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

AFTER HOURS CONTACT: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

**CONTRACT INFORMATION AND RESPONSIBILITIES OF CONTRACTOR**

1. Notice To Proceed issued or to be issued on \_\_\_\_\_, 20\_\_\_\_.  
**Starting date** for this Contract is \_\_\_\_\_, 20\_\_\_\_.
2. Completion time for this Contract is \_\_\_\_\_ consecutive calendar days.  
**Completion date** for this Contract is \_\_\_\_\_, 20\_\_\_\_.
3. **Liquidated damages** if Contract is not completed within Contract Time will be \$\_\_\_\_\_ per calendar day.
4. **Contract amount** is \$\_\_\_\_\_.
5. The Contractor shall perform all Work required by and specified in the Contract Documents in a workmanlike and professional manner. Properly store and protect all materials. Recycle or properly dispose of all waste and excess materials.
6. The Work shall be in accordance with the International Building, Plumbing and Mechanical Codes, the National Electrical Code, and applicable Federal, State and Local Laws, Codes, and Regulations.
7. The Contractor will check and approve Shop Drawings before submittal to the Architect.
8. The Contractor will maintain Plans and Specifications, approved Shop Drawings and Samples, a record set of As-Built Drawings, etc. on the job site during construction.
9. Prior to the Contractor's first Application for Payment, provide the following for the Architect's approval. Provide one (1) approved copy of each to the RD Area Office.
  - a. Itemized cost breakdown on Application for Payment form.
  - b. Contractor's Progress/Construction Schedule.
  - c. List of Subcontractors and Suppliers.

10. The Contractor will obtain all construction permits, ie. local Building Permits, etc., prior to the start of construction; and all required approvals upon completion of the project, ie. Building Occupancy Permit, PennDOT Highway Occupancy, Elevator Approval, etc. Provide copies to RD.
11. All Plumbing and Electrical work installed underground, within the contract limits on the site, and inside of all buildings shall be inspected and approved in writing (prior to cover up and at final completion) by an Independent Inspection Agency approved by the Architect. Approval of the Work shall be documented with the Agency's Approval Sticker on the Job Set of drawings. Provide Certifications of Code Conformance upon completion.  
  
Costs for the services of the Independent Inspection Agency will be the responsibility of the Contractor.
12. The Contractor shall provide all Warranties, Guarantees, Maintenance Manuals, As-Built Drawings, etc., as required by the Contract Documents. Submit to the Owner through the Architect upon completion of the Work.
13. All Mitigation Measures required by the Agency's Environmental Assessment for the project must be complied with.

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OWNER'S REPRESENTATIVE: \_\_\_\_\_

OFFICE PHONE: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

AFTER HOURS CONTACT: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_

### **RESPONSIBILITIES OF OWNER**

1. The Owner is the contracting entity and a party to the Contract. Although RD is interested in the proper execution/completion of the Contract, it is not a party to the Contract, nor will it incur any responsibility or liability thereunder. The Owner is the responsible authority, without recourse to RD, regarding the settlement of all contractual and administrative issues.
2. The Owner will complete all financial arrangements to obtain funding necessary for construction/contracts. Any expenditures not funded to RD will be the responsibility of the Owner from other than RD scheduled project funds.
3. The Owner will obtain all of the necessary approvals, ie. Plan/Code Approvals, Highway Occupancy Permit, etc.; and all rights-of-way and easements to construct the project.
4. Issue Notice to Proceed following this PreConstruction Conference, and after obtaining all approvals and rights-of-way.
5. The Owner will authorize monthly partial or final payments to the Contractor(s).
6. Review and approve Change Orders prior to inclusion on Applications for Payment.
7. The Owner will act on requests for extensions of the Contract Time immediately following request by the Contractor(s), not at the end of the construction period.
8. The Owner will familiarize itself with the provisions of the Contract(s) and make periodic visits to the construction site to observe the progress and performance of the Work. The Owner will attend Substantial Completion and Final Inspections.
9. The Owner will send a monthly report along with the Contractor's Application for Payment to RD with the following information:
  - a. Comparison of actual construction completed with the Construction Schedule.
  - b. If schedule has not been met, explain why.
  - c. Explanation of cost overruns and how they are to be paid for.
  - d. Any problems that could delay completion of the Work within the Contract Time. What is being done or planned to solve these problems?
  - e. List of all Change Orders approved by the Owner.

10. The Owner will send notification letters to the Occupants of a complex to be renovated or rehabilitated, stating factual information on the project and the Work to be done.
11. Accept the Work following Final Inspection and satisfactory completion as certified by the Project Architect. Provide RD with copies of the documents listed on the Final Project Approval and Documents Checklist prior to occupancy/closing.
12. The Owner will obtain approvals from RD prior to the use of any “unused funds” for changes in the Work.
13. Provide RD with the items needed to obtain Loan Closing Instructions from the Office of General Counsel (OGC). This includes a copy of the recorded deed, title binder showing the dollar amount with the USDA/RHS as insured, list of chattel information to be shown on the Security Agreement, and updated Organizational Documents (if applicable). This process should begin during construction, for submission to OGC about ninety (90) days prior to the anticipated permanent Loan Closing.
14. Assure that all Mitigation Measures required by the Agency’s Environmental Assessment for the project are complied with.
15. The Owner will notify RD of ground breaking, ribbon cutting, open house, etc. at least 30 days in advance, if at all possible.

ARCHITECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

OFFICE PHONE: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

INSPECTING ARCHITECT: \_\_\_\_\_

OFFICE PHONE: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

### **RESPONSIBILITIES OF THE ARCHITECT**

1. The Owner's professional/technical representative during the construction period. All instructions to the Contractor shall go thru the Architect. The Architect will assist the Owner and the Contractor in obtaining permits and approvals required for the project.
2. The Architect is the interpreter of the Drawings and Specifications.
3. The Architect will make weekly inspections to determine that the Work is in conformance with the Contract Documents, Plans, and Specifications.
4. For each inspection, a copy of the Architect's Inspection Report shall be provided to the Owner, Contractor, RD Area Office, RD State Architect, and the Interim Lender (if applicable). In addition to the project progress and weather, the report should document discussions or questions raised, instructions/guidance given, deficiencies noted, corrections made, Change Orders, etc.
5. The Architect will review and Certify partial and final Applications for Payment.
6. The Architect will prepare, review, and approve all Change Orders. Advise the Owner and RD of any changes and/or problems encountered on the project, ie. additions or deletions, cost increases or decreases, delays in completion, potential litigation, etc.
7. The Architect will check and approve Shop Drawings, Samples, and color selections.
8. The Architect will review for completeness and adequacy all Warranties, Guarantees, Maintenance Manuals, and the record set of As-Built Drawings.
9. The Architect will perform Substantial Completion and Final Inspections of all construction, and issue Completion Certificates. The Certificate of Substantial Completion, **AIA Document G704**, shall be signed by the Architect, Owner, & Contractor; and be provided to the parties to the Contract and to RD.

RESIDENT INSPECTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OFFICE PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

AFTER HOURS CONTACT: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

**RESPONSIBILITIES OF THE RESIDENT INSPECTOR (if applicable)**

1. Architect's and Owner's On-Site Representative on the project.
2. Be knowledgeable of the Contract Documents, Plans, and Specifications.
3. Review ongoing Work to assure conformance with the Contract Documents, Plans, and Specifications. **Do not direct** the Contractor or the construction workers. Report any deficiencies to the Architect and Owner.
4. Consult with the Architect regarding the Contractor's preparation of the monthly Applications for Payment. Assist RD Representative during the monthly visits to review completed Work.
5. Observe all testing, and record results in a Daily Diary.
6. Attend Substantial Completion and Final Inspections with the Owner, Architect, Contractor, RD, and others.
7. Maintain a Daily Diary (hard bound book with all pages numbered). All entries shall be made in ink, on a daily basis and should include:
  - a. Date
  - b. Weather conditions
  - c. Work performed
  - d. Numbers of people, equipment, etc. on the job
  - e. Inspectors on the job
  - f. All pertinent information and significant happenings
  - g. Accounts of substantive discussions
  - h. Directives received
  - i. Instructions given to the Contractor
  - j. Test results
  - k. Change Orders
8. Furnish a weekly report to the Owner, with a copy to the Architect, Contractor and RD Area Office.

USDA/RD AREA OFFICE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RD AREA SPECIALIST: \_\_\_\_\_

OFFICE PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

**RESPONSIBILITIES OF USDA/RD**

1. Lender or Insurer of the permanent financing. Obligates loan/grant to defray all or part of the costs of the project.
2. Determines that the Conditions of the project Loan Approval are being met and that loan/grant funds are expended for authorized project costs.
  - a. Reviews partial and final Applications for Payment, and authorizes release of payment.
  - b. Reviews all Contract Change Orders for RD acceptance.
  - c. Maintains records of Funds expended for the project.
  - d. Participates in Substantial and Final Inspections.
3. Inspections, reviews, and approvals made by RD are solely to protect the security interests of the Government. The Owner is responsible for making regular inspections and reviews to adequately protect its own interests.
4. Consult with the RD State Office to request Closing Instructions at least 90 days prior to the anticipated Loan Closing date.
5. Assure that all Mitigation Measures required by the Agency's Environmental Assessment for the project are complied with.



## OUTLINE FOR PRECONSTRUCTION CONFERENCE

1. **APPLICATIONS FOR PAYMENT.** Payments are made monthly for 90% of the value of the Work completed, less previous payments (unless changed by the Contract Documents). There will be only one payment per month. The amount retained will be 10% (unless changed by the Contract Documents). Retainage will not be released prior to Substantial Completion of the entire Project.
  - a. Regular monthly meetings of the Owner are on the \_\_\_\_\_ of each month. The "Cut-off" date for Applications for Payment will be the \_\_\_\_\_ day of the month. The Contractor shall prepare the \_\_\_\_\_ Application for Payment to the same "Cut-off" date each month. The **AIA Documents G702 and G703** will be used for the Applications for Payment.
  - b. The Application for Payment must be reviewed, checked and certified by the Architect. The Contractor and Architect should be in agreement on the quantities and amounts before the Application is finalized.
  - c. An RD Representative will visit the project each month, usually within 4 or 5 days following the "Cut-off" date, to review the Application for Payment and the Work completed, with the Architect.
  - d. The Application and Certificate for Payment, notarized and certified by both the Contractor and the Architect, will be submitted for approval at the Owner's regular monthly meeting, along with the Status of Funds Report. The Application will then be delivered to the RD Area Office for signature. RD will mail the approved Application for Payment to the Interim Lender, who is then authorized to issue checks.
  - e. Interim Lender: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone:(\_\_\_\_)\_\_\_\_\_ Fax:(\_\_\_\_)\_\_\_\_\_

## 2. **PROCEDURE FOR REQUEST FOR EXTENSION OF TIME.**

- a. The Contractor must submit the request, in writing, to the Architect within 20 days of the commencement of the delay; otherwise, it shall be waived. Requests for an extension of time must state the reason for the request with backup documentation.
- b. The Owner will consider and act on the request with the assistance of the Architect . The Owner must consider whether additional **inspection costs** and/or **construction interest** will be involved, and who will pay these costs. All extensions of time will be by Contract Change Order.

3. **CONTRACT CHANGE ORDERS.** Adequate funds are available to pay each Contract as awarded. Changes in the Work, Contract Time, or Contract Sum will require a Contract Change Order, **RD Form 1924-7** (copy in the Contract Documents).
- a. Lump Sum Contracts. Will require a Change Order for any increase or decrease in the Contract cost.
  - b. The Contractor shall not perform additional work or changes without the approval of all parties, including RD, except in emergencies affecting life or property.
  - c. All Change Orders must include a detailed justification for the change and, as backup material, a complete itemized cost breakdown for all materials, labor, etc. (on the Contractor's letterhead) along with a copy of a Change Order Drawing (if applicable). All Change Orders must state the **source of any additional funds** needed to pay for the Change.
  - d. Contract Change Orders should be submitted to RD for acceptance as early as possible and always before the work covered by the Change Order is performed. Change Orders shall not be included in the monthly Application for Payment until executed by all parties, i.e., Owner, Contractor, Architect, and RD. RD will not approve payment requests for Change Order work not accepted by RD.
  - e. Failure to follow these procedures and requirements may result in:
    1. Delay in payment to the Contractor.
    2. No payment to the Contractor for the additional or changed work.
    3. RD not making funds available for the Project permanent financing.
4. **WAGE RATES AND EQUAL EMPLOYMENT OPPORTUNITY** (if applicable).
- a. Applicable Wage Rates (State or Federal) are as included in the Contract Documents. Contractors will be responsible for payment of these minimum Wage Rates. Certified copies of payrolls to be furnished weekly to the Owner. No copy is required by RD.
  - b. The Owner and Contractor are to submit equal opportunity reports as may be required to the Department of Labor. For projects involving the Davis-Bacon Act and/or HUD/ARC, the Owner shall submit a copy of the payroll to the RD Area Office.
5. **SAFETY REQUIREMENTS.** The Contractor is completely responsible to observe and comply with all laws, rules, and regulations of all regulatory bodies; and subject to OSHA inspections and fines for violations. RD is not responsible to police the job for compliance.

6. **PERMITS AND RIGHTS-OF-WAY.** The Owner has obtained all approvals and rights-of-way except:

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The Contractor will perform the Work within the Contract Limit Lines and the rights-of-way. All permits have been obtained except:

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7. **INSPECTIONS AND SITE VISITS.**

- a. Weekly by the Project Architect.
- b. Daily by the Resident Inspector (if applicable)
- c. Others:
  - 1. OSHA
  - 2. Owner will make periodic inspections with the Architect. However, instructions to the Contractor will be issued only through the Architect.
  - 3. The RD Representative will visit the project on at least a monthly basis to review the job progress with the Architect.

8. **ACCEPTANCE AND FINAL PAYMENT.** The procedure to be followed is specified in the Contract Documents. The Owner, Contractor, Architect, RD Representative, and applicable Federal and State Agencies are to participate in the Final Inspection. Final payment will not be made until the Work is completed, accepted by the Owner, all Change Orders are approved, and the Substantial Completion date is established for the beginning of the maintenance/warranty period. Provide all Final Project Approvals and Documents to RD prior to final payment (see the checklist).

9. **RRH COST CERTIFICATION.** An audit of construction costs, RD Form 1924-13, is required prior to final payment where there is an Owner/Contractor Identity of Interest.

10. **PROJECT SIGNS.** Use the RD prescribed format. Locate as directed by the Architect.

11. **DISTRIBUTION.** The Architect's Inspection Reports, Soils Compaction Reports, Concrete Reports, Contract Change Orders, and other data pertinent to the performance and payment of the Contract shall be distributed by the Architect to the following (as applicable):

- a. Owner
- b. Contractor(s)
- c. Resident Inspector (as applicable)
- d. Interim Lender (as applicable)
- e. RD Area Office
- f. RD State Architect

12. **INSTRUCTIONS BY THE ARCHITECT.** Additional specific instructions, questions and discussions should be **documented by the Architect** and **attached to this Record of Preconstruction Conference**, i.e.:
- a. Procedure for submission and review of Shop Drawings and Samples.
  - b. Requirements for job trailers and temporary facilities.
  - c. Compaction and Concrete Test Reports.
  - d. Payment for stored materials.
  - e. Approval, testing and inspection requirements.
  - f. Other.

<b>FINAL PROJECT APPROVALS AND DOCUMENTS CHECKLIST</b> <b>UNITED STATES DEPARTMENT OF AGRICULTURE</b> <b>RURAL DEVELOPMENT</b>
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PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_ RD AREA OFFICE: \_\_\_\_\_

PROJECT TYPE:  Rental Housing (RRH/GRRH)  Community Facility (CF) DATE: \_\_\_\_\_

**REQ'D REC'D OCCUPANCY**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. PennDOT Highway Occupancy Permit.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Building Certificate of Occupancy.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. PA Dept. of Health Certificate of Occupancy.                                |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. PA Dept. of Labor & Industry Elevator Certificate.                          |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. PA Dept. of Labor & Industry Boiler Approval.                               |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Electrical Certificate of Code Conformance.                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Plumbing Certificate of Code Conformance.                                   |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Sprinkler System Test Certificate.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Water quality test and evidence of plumbing sanitizing.                     |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Certificate of Substantial Completion (AIA Document G704) with Punch List. |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Owner's insurance coverage on the buildings to be occupied.                |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. _____  |

**FINAL ACCEPTANCE AND CLOSING**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Final Inspection Report (Form RD 1924-12) with all signatures (by RD).         |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Executed copies of all Contract Change Orders (Form RD 1924-7).                |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Consent of Surety to Final Payment (AIA Document G707).                        |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706).     |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Contractor's Affidavit of Release of Liens (AIA Document G706A).               |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Contractor's Release (Form RD 1924-9).   |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Release of Claimants (Form RD 1924-10).  |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Builder's Warranty (Form RD 1924-19).  |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Contractor's Certificate of Actual Cost (Form RD 1924-13).                     |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. PA SHPO Certification of Completed Work (for Historic Preservation).           |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Termite Treatment Certificate (Forms NPCA-99a & NPCA-99b, See RD AN 3516).     |
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Soil Compaction Certification.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. Insulation Certification. _____  |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. Cabinet Certification (NKCA Seal). _____                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. Carpet Certification (backstamped carpet). _____                               |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Evidence that the Owner has received As-Built Drawings and Warranty Manual.    |
| <input type="checkbox"/> | <input type="checkbox"/> | 29. Documentation of compliance with Environmental Assessment Mitigation Measures. |
| <input type="checkbox"/> | <input type="checkbox"/> | 30. _____  |

Note: ALL approvals and documents should be provided to RD prior to Final Payment on the Contract.