



NORTHWEST

MISSOURI STATE UNIVERSITY

FACILITY SERVICES

Capital Programs

Pre-Construction Meeting Manual

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Certain Contract Administration Forms are available from Capital Programs

1.0 **FORWARD**

This manual is to provide the Contractor a quick reference to the administration of the Contract Documents. Nothing in this Manual shall alter the Contract Terms or Conditions. Should the Contractor find discrepancies between the Manual and Contract Documents, the Contract Documents shall govern.

In no event is the Contractor to make assumptions or take liberties, with regard to the Specifications or Drawings. Doing so shall be at their own risk. The procedure for addressing questions or observations that the Contractor believes not covered in the Project Documents is outlined in the General Conditions and will be reviewed at this meeting.

PRE-CONSTRUCTION MEETING

AGENDA

- I. INTRODUCTION AND ATTENDENCE RECORD**
- II. REVIEW OF CONTRACT**
 - Contract Data Sheet
 - Contract Terms and Conditions
- III. LINES OF COMMUNICATION AND COORDINATION**
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- X. DESIGNER COMMENTS AND TECHNICAL REVIEW**
- XI. CONTRACTOR QUESTIONS AND COMMENTS**
- XII. PROJECT SITE VISIT**

I. INTRODUCTION AND ATTENDANCE RECORD

The Northwest Project Manager (PM) initiates self-introductions of the entire Construction Team. The Designer routes a **Sign-In Sheet** for all those in attendance.

II. REVIEW OF CONTRACT

A. Contract Data Sheet

1. The Northwest PM distributes the Completed Contract Data Sheet and discusses the following Contract Terms and Conditions.
 - a. Addenda issued to the Plans and Specifications
 - b. Contract Amount – Base Bid and Alternates accepted
 - c. Unit Prices
 - d. Contract Completion Date – Bad Weather Days and Liquidated Damages rate
2. The Northwest Purchasing Representative discusses the following Contract Terms and Conditions.
 - a. MBE/WBE/SDVE Participation Goals
3. Northwest Title IX and Equity discussion.

B. Notice to Proceed

1. Within ten (10) working days, Contractor to submit for approval per General Conditions, Article 5.1.B. the following:
 - a. Progress Schedule
 - b. Breakdown of Contractor's Proposal (Schedule of Values)
2. All Materials must be approved before they are brought onto the jobsite.
3. Within twenty (20) working days, Contractor to submit any desired Substitutions per General Conditions, Article 3.3.
4. Prior to the first Application and Certification for Payment, Contractor to provide names of all Subcontractors, in addition to those identified in the Bid Proposal, and all major Material Suppliers per General Conditions, Article 3.11.D.

III. LINES OF COMMUNICATION AND COORDINATION (Section 007213 General Conditions, Article 1.8; Section 013100 Coordination)

A. General Guidelines

1. Good communications between the Construction Team (Owner, Designer, and Contractor) are essential to the success of this work. Verbal requests and responses may sometimes be needed to expedite coordination of the work; however, all communication that changes the work must be documented in writing. The Construction Team is to use the forms provided by Northwest.

2. In addition, **all project correspondence** must include Northwest's **Project Number**.
3. The Northwest PM will copy the Stakeholder on all correspondence, if requested.
4. The Designer will conduct Monthly Progress Meetings with the Designer, Contractor, Stakeholder, Facility Services Representative, Subcontractor(s), and whomever else that may be deemed necessary for the good of the project.
5. It is in the best interest of the project and all concerned to work together to deliver a quality product on time, within the budget and meeting the contractor's goal of receiving a reasonable profit.
6. To accomplish these goals we should be willing to communicate our concerns openly and resolve any disagreements as quickly as possible.
7. By creating an environment of trust and teamwork many potential issues are resolvable.
8. The construction contract, plans and specifications establish the legal relationships and boundaries for the project but the people involved determine the level of commitment, trust and the working relationships that are developed.

B. Contractor

1. All notices, requests, instructions, approvals, and claims must be submitted in writing to the Designer with a copy to the Northwest PM.
2. General Communication Items:
 - a. Contractor to notify the Designer and Northwest PM at least one (1) day before placing concrete or burying underground utilities, pipe, etc. per General Conditions, Article 3.1.E.
 - b. Post Prevailing Wages per General Conditions, Article 1.3.D.
 - c. Contractor is to have an updated As-Built set of drawings on the jobsite available for his Subcontractors and the Owner Representative per General Conditions, Articles 3.7. and 5.4.
 - d. The Contractor is responsible for copying and relaying all correspondence to their Subcontractors, Suppliers, and Manufacturers.
 - e. The Contractor shall have a Superintendent onsite at all times Work is being performed on this contract.

3. **10 Hour OSHA Card:** Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without required training.

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4. Progress inspections are required at various stages of the work. The Contractor shall review the inspection requirements with the Northwest PM to understand requirements. Utilize Northwest Inspection Request Form. Submit completed requests no less than 48 hours prior to requested date of the various inspections.

C. Owner

1. The Northwest PM and Purchasing Buyer represent the Owner regarding Contract Administration. No changes to the Contract Time or Amount will be made without a formal signed Contract Change. The Northwest PM will approve the Designer's Request for Proposal to the Contractor and may issue a Notice of Non-Compliance to the Contractor. The Northwest PM will provide or obtain all Contract administrative approvals.
2. The Northwest Environmental Health and Safety (EHS) Specialists may coordinate Security and Operational issues directly with the Contractor while keeping the Northwest PM informed. EHS Specialists have no authority to modify the Contract or direct the Contractor's work and must forward written requests regarding changes to the Scope of Work or quality of Work to the Northwest PM for action.

D. Designer

1. The Designer is the Owner's Representative regarding all technical aspects of the Contract and as such shall interpret the Contract requirements, respond to Contractor's Requests for Information, issue Designer's Supplemental Instructions, and review Submittals. The Designer will copy the Northwest PM and Stakeholder on all correspondence to the Contractor including transmittal letters for Submittals.
2. The Designer is also responsible for taking and distributing Meeting Minutes to the Contractor, Northwest PM, Director of Northwest PM's Supervisor, and Stakeholder.
3. The Designer certifies the Contractor's Application and Certification for Payment for payment by the Owner.
4. After Certification, the Designer will forward the Contractor's Application for Payment to the Northwest Purchasing Representative for further review and processing.

E. Forms for use during the Construction Process:

1. **Designer's Supplemental Instructions (DSI)** form may be used by the Designer to clarify Contract Requirements or to initiate No-Cost Changes. The Designer maintains the DSI Log.
2. **Request for Information (RFI)** form is used by the Contractor to request clarification or interpretation of the Contract Documents from the Designer. The Designer's response to the Contractor is returned on or with the RFI form. Designer responses will not change any requirement of the Contract Documents. The Designer maintains the RFI Log.
3. **Request for Proposal (RFP)** form is used to request a Contractor's price for Work to be added, deleted, or to modify the Contract Requirements. The Designer initiates the RFP. The Request shall include a Description of Work, Quantities, and Location. The Designer maintains the RFP Log. In addition to the RFP, the Designer is to prepare a cost estimate and distribute to the Northwest PM.
4. **Notice of Non-Compliance form** is used by the Designer or Northwest PM to formally document Work installed that does not conform to Contract Requirements. Payment may not be made for Non-Complying Work until the Contractor corrects the Work and returns the form responding to the Notice.
5. **Contract Change (CC) form** is a written legal Document prepared by the Designer, which modifies the original Contract Documents to satisfy a Requirement for more Work, less Work, or different Work than originally specified or for modification of the Contract Completion Date. The Owner approves the Contract Change and issues to the Contractor before Work relating to the Contract Change is to begin. Any modifications to the MBE/WBE/SDVE Participation shall be reported at this time.
6. **Project Warranty Notice form** is issued by Northwest that there is a Construction Warranty problem. The Contractor returns the form identifying the solution and certifying that the correction has been completed.
7. **Final Warranty Report form** is completed by the Northwest PM and/or Designer at the Warranty Inspection, prior to the end of the Warranty Phase. The Designer, Contractor, and Northwest PM should be present at the Inspection so that all parties understand any required Corrective Measures.

IV. GENERAL REQUIREMENTS (Division 1)

A. Section 012100 – Allowances

- i. Weather Allowances
- ii. Other Allowances

B. Section 015000 – Construction Facilities and Temporary Controls

1. Temporary Utilities, Toilets, etc.
2. Owner and/or Contractor Support Facilities (field offices, storage, etc.)
3. Security and Protection Facilities installation (fire protection, fences, barricades, etc.)

C. Section 013513 – Site Security and Health Requirements

1. Access to the site (key access, working hours, site superintendent contact information, temporary badges)
2. Fire protection, safety and health controls
3. Disruption of Utilities

D. Northwest Environmental Health and Safety status

E. Supplemental General Conditions (If applicable)

V. SUBMITTALS / SHOP DRAWINGS (Section 007213 General Conditions, Article 3.4; Section 013300 Submittals)

During the course of the Project, the Contractor is required to submit various types of documentation to the Designer for review. The list below is a summary, but not necessarily inclusive of all items that are required. All Submittals must be made in a timely manner to prevent any Project delays.

A. List of Subcontractors (Section 007213, Article 3.11.D.)

1. A complete List of Subcontractors shall be submitted upon receipt of Notice to Proceed and prior to submission of the first payment request. This list is to include all Subcontractors and major Material Suppliers that will be used on this Project. This list is to include the name, address, and phone numbers of the Firm along with the name of the prime Contact Person. This list is submitted to the Designer with a copy to the Northwest PM.

B. Schedule of Values (Section 007213, Article 5.1.B.)

Within ten (10) days of the Notice to Proceed, the Contractor shall submit (to the Designer and Northwest PM) a Detailed Schedule of Values for approval. This will be the same Schedule that will be used on the Contractor's First Application and Certification for Payment. This must be submitted and approved prior to processing any of the Contractor's Application and Certification for Payments on the Northwest form.

1. The Schedule of Values must have the following line items included with the value of that item as indicated below:
 - a. O & M's (Owner's Manual)
 - Under \$1,000,000.00 (One million) – approximately 2% of the total contract amount
 - Over \$1,000,000.00 (One million) – approximately 1% of the total contract amount
 - b. Close Out Documents

- Under \$1,000,000.00 (One million) – approximately 2% of the total contract amount
- Over \$1,000,000.00 (One million) – approximately 1% of the total contract amount

- c. General Conditions
 - No more than 10%

C. Construction Schedule (Section 013200)

Within ten (10) days of the Notice to Proceed, the Contractor shall submit, for approval from the Designer and Northwest PM, a preliminary Construction Schedule as required by Section 013200. The Construction Schedule must be approved prior to processing the Contractor's first Application and Certification for Payment.

D. Shop Drawings (Section 007213, Article 3.4; Section 013300)

Shop Drawings are to be submitted in accordance with the requirements of the General Conditions, Article 3.4, and Section 013300. These are to be submitted to the Designer for approval with a copy to the Northwest PM. Upon approval, the Designer will make distribution of approved Shop Drawings to the Northwest PM, Contractor, and the Stakeholder.

1. Number Required
The Contractor is to use the Submittal Procedure that is outlined in Section 013300. If electronic submittals are not used or are not feasible, submit sufficient quantity for the Contractor's use along with four (4) copies for use by the Owner and Designer. All Shop Drawings must be submitted prior to processing the third Application and Certification for Payment or per a Schedule of Submittals approved by the Northwest PM.
2. Deviations

The Contractor shall submit an RFI to the Designer and copy the Northwest PM and receive a response and/or contract change prior to deviating from the Drawings and Specifications.
3. Per Section 013300 – Submittals, Shop Drawings must include:
 - a. Date of Submission
 - b. Name of Project
 - c. Location of Project
 - d. Division of Work
 - e. Northwest Project Number
 - f. Name of Submitting Contractor

- g. Name of Subcontractor
 - h. Indicate if “**as specified**” or if “**approved as an acceptable substitution**”. If “approved as an acceptable substitution” attach approved Substitution Request with the submittal.
4. Time of Approval
- Contractor must submit with ample time for review, possible resubmittal, and approval.
5. Substitutions
- Contractor must submit Substitution Requests on the **Product Substitution Request form** prior to approval of Shop Drawings. The Contractor has twenty (20) working days from the date the “Notice to Proceed” is issued to get a Substitution approved. Thereafter no consideration will be given to alternate forms of accomplishing the work.
6. Samples
- The Contractor must submit Samples of all Items requested or required by the Specifications in accordance with Section 013300, 1.6.

VI. CHANGES IN THE WORK (Section 007213 General Conditions, Article 4)

A. Contract Change Initiation

A Change may be requested from the Stakeholder, Designer, or Northwest staff. Initiating a Contract Change is the responsibility of the Northwest PM who determines that the Change is within the Intent of the Appropriation and to confirm funds are available. If the Contractor encounters an Unforeseen Condition, receives direction from the Owner, or a response to an RFI that will increase the cost of the Contract, the Contractor must immediately give written notice to the Designer and Northwest PM. The Designer will respond in writing either advising why there is no Contract Change or provide a RFP to the Contractor. After the Northwest PM confirms the need for a Change and funds are available:

- 1. The Northwest PM shall request the Designer to prepare a written RFP for the Work, and forward to the Northwest PM for review, before issuing to the Contractor with a copy to the Northwest PM. The Request shall fully identify the Work to be done; however, the formality of the documents may vary in accordance with the Scope and need for quick action.
- 2. Prior to a contract change and submitting the detailed breakdown, the Contractor shall submit, a breakdown of Labor Rates for each Trade of any Contractor and/or Sub-Contractor submitting costs for work to be performed on a contract change.

3. The Contractor's Proposal shall comply with the requirements of General Conditions, Article 4.1. A sample Cost Breakdown sheet is available from the Northwest PM. The Contractor shall include a **justification** of any proposed Time Extension giving the number of additional Work Days to perform the Work involved after receipt of the Notice to Proceed.
4. Upon receipt of the Contractor's Proposal, the Designer shall review the Proposal and, if acceptable, recommend Contract Change approval to the Northwest PM. If the Proposal is not acceptable, the Designer shall negotiate a satisfactory Amount and Time Extension for the Change, or cancel the proposed Change. Work shall not be started without a written Notice from the Owner.

VII. APPLICATION AND CERTIFICATION FOR PAYMENT (Section 007213 General Conditions, Article 5.4)

A. Application and Certification for Payment Forms

The Contractor is required to use Northwest's Application for Payment Form which is available from the Designer and/or Northwest PM.

B. MBE/WBE/SDVE

Along with **all** submittals of the Contractor's Application and Certification for Payment, the Contractor must submit a **MBE/WBE/SDVE Progress Report form** indicating the status of the MBE/WBE/SDVE participation. If this is not attached, processing of the Application and Certification for Payment will be delayed until receipt.

C. Certified Payrolls

With every monthly Application and Certification for Payment, the Contractor and Subcontractor(s) are required to submit a copy of the Certified Payroll for the prior pay period. If this is not attached, processing of the Application and Certification for Payment will be delayed until receipt.

D. Updated Schedule Required

The Contractor is to submit updates showing the Current Schedule with the monthly progress Application and Certification for Payment. If this is not attached, processing of the Application and Certification for Payment will be delayed until receipt.

VIII. SUBSTANTIAL COMPLETION (Section 007213 General Conditions, Article 5.3.)

We have a common goal to complete all the Contract Work prior to the Contract Completion Date. General Conditions, Article 5.3.A. defines Substantial Completion as:

"The project is Substantially Complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project reliably, efficiently and safely for its intended purpose."

We will work with you to identify and reduce Punch List Items to a minimum while you are mobilized. All work must be Substantially Complete prior to or on the Contract Completion Date or Liquidated Damages may be assessed.

A. Cleanliness

Section 017400 summarizes Cleanliness conditions expected before inspection is requested.

B. Notice

Article 5.3. states,

1. "Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - a. That work is essentially complete with the exception of certain listed work items, the Punch List.
 - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.9A.
 - c. That the Work is ready for inspection by the Designer and Construction Representative. . The Owner shall be entitled to a minimum of ten working days' notice before the inspection shall be performed."

C. At least ten (10) working days prior to the Substantial Completion Inspection:

1. Submit Operation & Maintenance (O&Ms) Manuals per Article 3.9.
 - a. Start-up and Shut-down Procedure
 - b. Operation Instruction
 - c. Equipment List
 - d. Service Instructions
 - e. Manufacturer's Certificates of Warranty

D. Substantial Completion Inspection

Designer shall identify all outstanding incomplete Work items (Punch List) and shall then recommend to the Owner if Substantial Completion should be issued. If work is **not** Substantially Complete so that the Owner can occupy or utilize the Project reliably, efficiently and safely for its intended purpose, the Designer will issue a list of items required to achieve Substantial Completion.

E. Final Inspection

1. At the end of the time period allowed, the Designer and/or Northwest PM shall inspect to verify Punch List completion. If the Punch List is completed prior to the agreed upon date, the Contractor shall provide a written request for final inspection per Article 5.3.
2. Per the General Conditions, 150% of the value of any identified items not satisfactorily completed within the agreed upon time listed on the certificate of Substantial Completion may be deducted from the Contractor's Final Application and Certification for Payment and retained by the Owner.

IX. CLOSEOUT REQUIREMENTS (Section 007213 General Conditions, Articles 5.3. through 5.4.)

A. Completion of the following:

- 1. NORTHWEST PM AND/OR DESIGNER TO CONFIRM THE FOLLOWING ITEMS ARE COMPLETED:**
 - a. Project Completion Checklist form (Final Acceptance Report) (Article 5.3.C)
 - b. All Work 100% Complete including Contract Changes and Punch List items. (Article 5.3 and 5.4)
 - c. Liquidated Damages Memo (Explain LD's, if any) (Article 5.3.A.2)

- 2. CONTRACTOR SENDS TO THE DESIGNER:**
 - a. Warranties: Guarantees, Warranties and Bonds (GWB) (if applicable) (Article 3.8)
 - b. Roof Warranty (if applicable)
 - c. Specified Training (Sign-In Sheet, Agenda and Notes on what training was on, who the training was to, and when & where the training took place)
 - d. Test Reports (Articles 3.4 and 5.4.J.1; Specification Section 013300)
 - e. Final Application and Certification for Payment with adjustments for remaining Unit Price credits (if applicable) (Article 5.4.J)
 - f. Inspection Reports
 - g. Surplus Materials/Parts (Delivery of Confirmation from Contractor)
 - h. Red-Line Drawings (Article 3.7)
 - i. Operation and Maintenance Manuals (Article 3.9) – Two hard copies in binders and one electronic copy (thumb drive).

- 3. CONTRACTOR SENDS TO THE PURCHASING BUYER AND NORTHWEST PM:**
 - a. Affidavit of Compliance with Prevailing Wage (Article 5.4)
 - b. Remaining Certified Payroll Records (Article 5.4)
 - c. Final Payment and Release Forms (Contractor, Subcontractors, Material Suppliers) and Consent of Surety to Final Payment (Article 5.4)
 - d. MBE/WBE/SDVE Final Progress Report

- 4. CONTRACTOR SENDS TO THE NORTHWEST PM:**
 - a. Keys to Northwest Project Manager (when they were turned in and to whom)

- 5. DESIGNER SENDS TO THE NORTHWEST PM:**
 - a. Roofing Description and Warranty - Reviewed and Approved (if applicable)
 - b. Record Drawings: One sets of hard copies and one digital copy in both PDF and DWG formats.
 - c. Red-Line Drawings (originals) – Scanned to the same thumb drive as Record Drawings are on and return hard copies to the Northwest PM.
 - d. O&M Manuals – Reviewed and Approved
 - e. Warranties: Guarantees or Extended Warranties - Reviewed and Approved
 - f. Certificates of Operation and Training - Reviewed and Approved
 - g. Test Reports
 - h. Final Application and Certification for Payment - Reviewed and Approved
 - i. Inspection Reports
 - j. Surplus Materials/Parts - Reviewed and Approved delivery confirmation