

PREWORK CONFERENCE GUIDE (CONSTRUCTION CONTRACT)

Project: _____
Resource Area: _____
Contract No.: _____

Contractor: _____
COR: _____
Inspector: _____

A prework conference was held on

_____ at _____
(Date) (Location)

ATTENDEES:

BLM:

CONTRACTOR:

_____ presided over the meeting and the following items were discussed:

MEETING OBJECTIVES AND AGENDA

The purpose of the prework meeting is to (1) introduce Contractor to BLM personnel involved in contract administration, (2) review certain administrative aspects of the contract, (3) review technical specifications of the contract, and (4) discuss Contractor's plans for performing the work. The meeting is not intended to redefine the terms and conditions of the original agreement, or to impose additional obligations on either the Contractor or the Government.

CONTRACT ORGANIZATION

General - Only the Contracting Officer (CO) or Contracting Officer's Representative (COR) have the authority with respect to this contract. However, the Contractor is warned that payment cannot be made for costs incurred under the contract as a result of a response to an order or instruction issued by someone other than the CO or COR. While direct line of communication is always open to the CO, all correspondence and other communications should normally be directed to the COR.

Contracting Officer (CO) - Has full authority for the administration of the contract and will personally handle all matters beyond the authority of the COR.

Contracting Officer's Representative (COR) - Is the on-site contract administrator for the CO, whose duties and responsibilities are defined in the letter of designation. Generally, this includes full authority for the day-to-day administration of the contract, except for matters pertaining to changes in contract price and time.

Project Inspector (PI) - The CO will designate PI(s) who are responsible for checking Contractor's compliance with the technical specifications, work schedule, and labor standards of the contract. Contractor will receive a copy of the PI Designation Letter(s). Copies will be/were distributed.

PERFORMANCE

Contract Time - Contract time specified for this project is ____ calendar days. Contract time will be accounted for on a calendar day basis, including Saturdays, Sundays, and holidays, and will run continuously from the effective date of the Notice to Proceed to the date of completion of the work unless work is suspended. Work suspensions may be partial or total. The provisions of the contract or the suspension order itself will govern when time will stop or start.

Notice to Proceed was/will be issued effective _____.

NOTE: Address the time if different for each item on a separate page. Time for each item is counted separately and not combined unless stated differently in the Schedule of Items.

[Progress Schedule](#) - Contractor is required to submit a proposed progress schedule in accordance with Part VI, Division 1, General Requirements. If the Contractor falls behind schedule, steps shall be taken to increase progress and the Contractor shall advise the COR as to steps being taken. If the Contractor fails to take steps necessary to get back on schedule their right to proceed may be terminated for default.

ADMINISTRATION

[Part III - Fire Prevention and Control](#) - Specific fire prevention measures were briefly/thoroughly discussed including fire period, precautionary measures, and fire tools.

CONTRACT CLAUSES

[52.222-4 Contract Work Hours and Safety Standards Act](#) - Laborers, mechanics, apprentices, trainers, watch persons and guards shall be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 hours a week.

[52.222-6 Davis-Bacon Act](#) - All laborers and mechanics working on the site of the work will be paid at least once a week and not less than the hourly rate of wages and fringe benefits contained in the contract, regardless of any other agreement. Apprentices and trainees may be paid less than the journeyman rate shown in the wage decision. If apprentices or trainees are used, the Contractor will provide copies of their registration in an approved program. If the ratio for apprentices or trainees to journeymen is exceeded, those extra apprentices or trainees must be paid as journeymen.

Contractor is required to display the Davis-Bacon (WH-1321) poster and copies of the wage determination at the work site in a prominent and accessible place where it can be easily seen by the workers.

Fringe benefits may be paid in cash, or paid to appropriate programs.

The project is located in zone(s)_____

Wage Rate Conformance Completed (Yes/No)_____

The Contractor shall make and maintain, for three years from completion of the work, records of each employee's name, address, work classification, wages paid and fringe benefits provided, hours worked and any deductions from compensation.

[52.222-9 Payrolls and Basic Records](#) - Contractor shall submit weekly, copies of all payrolls to the COR, including any subcontractor's payrolls working on the site. The COR shall review payrolls and interview employees to determine if correct wages are being paid. Payroll Form WH-347 is available for use, but any payroll form is acceptable providing the same information and certification on the WH-347 is given.

[52.222-11 Subcontractors \(Labor Standards\)](#) - Contractor shall provide the CO a completed Statement and Acknowledgment Form ([SF-1413](#)) for each subcontract within 14 days after subcontract award.

[52-222-26 Equal Opportunity](#) - The Contractor agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will take affirmative action to ensure that applicants are employed, and are treated during employment, without regard to race, color, religion, sex or national origin.

In the event of non-compliance with the Equal Opportunity Clause, the contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts. The Contractor must include the Equal Opportunity Clause in every subcontract. The Equal Employment Opportunity Poster - will be/was given to the Contractor with instructions to post in a conspicuous place, available to all employees and applicants for employment.

[52.225-5 Buy American Act](#) - The Contractor agrees that only domestic construction materials will be used in contract performance unless the foreign materials are approved by the CO.

[52.232-5 Payments Under Fixed-Price Construction Contracts](#) - Progress payments shall be made monthly or at more frequent intervals as determined by the CO on estimates of work accomplished which meets the standards of quality established under the contract. If progress is not satisfactory, the progress payment may be subject to a retention determined by the CO. The retention may be held until final acceptance of the contract.

Following inspection and acceptance of the work, progress payments will be made to the contractor upon the submission of an invoice and Contractor's [Substantiation / Certification of Progress Payment](#). Form 1510-10, Certificate of Contract Payment/Invoice, when signed by the contractor, can become its invoice.

When making final payment, some contracts may require the Contractor sign Form DI-137, Release of Claim. The DI-137, if required, is included with the COR's copy of the contract. This form must be completed by the Contractor and submitted with its invoice.

52.232-27 Prompt Payment for Construction Contracts - The Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The due date for making such payments shall be 14 days after receipt of the payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment is received and there is no disagreement over quantity, quality, or Contractor compliance with the contract requirements. The due date for making final payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later.

52.233-1 Disputes - This clause prescribes definite procedures to be followed in cases of disputes arising between the Contractor and the Government. Except as the parties may otherwise agree, pending final resolution of a claim, the Contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

52.236-2 Differing Site Conditions - The Contractor shall promptly, and before conditions are disturbed, give a written notice to the CO of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the contract.

52.236-6 Superintendence by the Contractor - In the absence of the Contractor there shall be an authorized representative of the Contractor on the project at all times when work is in progress. This representative must have the authority to receive instructions from the COR, as shown, on the Designation of Contractor's Representative form, completed by the Contractor, designating representative(s) and the extent of his/her/their authority. Copies were distributed/are attached.

52.236-7 Permits and Responsibilities - The Contractor is responsible for obtaining any applicable licenses and permits and must comply with all Federal, State and local regulations, laws and codes. The Contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and persons that occur as a result of his/her or his/her agent's or employee's fault or negligence.

52.236-13 Accident Prevention - The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies and equipment exposed to Contractor operations and activities. When the CO becomes aware of any noncompliance, the CO shall notify the Contractor orally, with written confirmation and request immediate initiation of corrective action.

52.243-4 Changes - The CO may, by written Change Order, make any change within the general scope of the contract, including but not limited to: changes in specifications; in method or manner of performance of the work; in Government-furnished facilities, equipment, materials, services, or site and directing acceleration in the performance of the work.

52.249-2 Termination for Convenience of the Government - If the Government determines the project or a portion of the project work is no longer needed, the project work will be terminated. Questions on costs associated with the termination may be addressed by the Termination for Convenience clause in the contract or they should be addressed with the CO.

52.249-10 Default - If the Contractor refuses or fails to satisfactorily prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, the Government may terminate the right to proceed with the work (or separable part of the work) that has been delayed.

OTHER REQUIREMENTS

Part III - Contains special contract requirements. Discuss.

Part IV - Contains clauses incorporated in full text. All referenced clauses are also a part of this contract.

Part VI - Contains both the specifications and inspection procedures. Discuss the requirements in detail so the Contractor and Government are in agreement.

OTHER ITEMS DISCUSSED

The specifications and inspection procedures of this contract were jointly reviewed by the Contractor and the COR.

Contractor: _____

Date: _____

CO/COR: _____

Date: _____