

PREWORK CONFERENCE GUIDE (SERVICE 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. The Contractor is cautioned that payment may not be made for costs incurred as a result of to an order or instruction issued by someone other than the CO. 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 specifications, contract price or time.

Project Inspector (PI) - The CO/COR may designate PI(s) who are responsible for checking Contractor's compliance with the technical specifications, work schedule, and labor standards of the contract.

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 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 Section F of the contract. 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, its right to proceed may be terminated for default.

ADMINISTRATION

Camping Permits - The Contractor does/does not intend to camp on public land. BLM permits will specify restrictions regarding campsites and sanitary provisions. Combustible refuse, resulting from lunches, etc., may be burned if authorized by the Resource Area Manager. All noncombustible materials,

cans, bottles, etc., shall be removed from public land.

Fire Prevention and Control - Specific fire prevention measures were briefly/thoroughly discussed including fire period, precautionary measures, and fire tools.

**NOTE TO COR: If this contract is written as Performance Based, ensure the contractor submits its Quality Assurance Plan (QAP) at the prework conference. The COR must determine that the QAP meets the inspection requirements found in C.5.0. If it does not, return the QAP to the contractor for revision and resubmission.**

## CONTRACT CLAUSES

52.222-4 Contract Work Hours and Safety Standards Act (over \$100,000)- 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.

52-222-26 Equal Opportunity (over \$50,000 and 50 employees) - The Contractor agrees that it 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.

52.222-41 Service Contract Act of 1965 - All employees employed in the performance of this contract shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the Wage Determination:

No. \_\_\_\_\_ Revision \_\_\_\_\_ Date \_\_\_\_\_

The Wage Determination, along with the Wage Rate Poster WH-1313, Notice to Employees Working on Government Contracts, shall be posted in a location where it may be seen by all employees performing on this contract.

Wage Rate Conformance Completed (Yes/No) \_\_\_\_\_. Any service employee not listed on the Wage Determination, but to be employed on the project, must be classified by the Contractor so as to provide a reasonable relationship to another classification listed on the Wage Determination comparing appropriate level of skills required to perform the task. A SF-1444 must be completed by the Contractor to show classification of employee and wages to be paid and forwarded to the CO for review and forwarding to DOL for conformance action. The wages and fringe benefits as included on the SF-1444 by the Contractor are to be paid the employees; however, the Contractor will be responsible for making retroactive payment to the employees if DOL determines the appropriate rate to be different from the Contractor's determination. 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 taken.

The Contractor shall not permit the services called for by the contract to be performed in surroundings or under working conditions, under the Contractor's control, which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the work.

52.232-1 Payments - Partial payments will be made upon the Contractor's request and the amount due is at least \$1,000 or 50% of the total contract price. More frequent intervals may be allowed, if approved by the CO.

52.232-25 Prompt Payment - The Contractor shall submit an invoice (if required) and payment shall be received by the Contractor on the 30<sup>th</sup> day after Government acceptance of the services performed by the Contractor. If the invoice does not comply with the requirements identified in this clause, it shall be returned with 7 days after the date the designated billing office received the invoice with a statement of the reasons why it is not a proper invoice.

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.

52.236-6 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 its 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,

