

# RECORD OF PRE-CONSTRUCTION CONFERENCE

Form RD 1924-16  
(Rev 3/2020)

DATE:

*Timberline Fire Protection District*

*Construction Address: 19126 Highway 119, Black Hawk, CO 80422  
District Mailing Address: 660 Highway 46, Black Hawk CO 80422*

NAME OF ASSOCIATION (Borrower/Grantee)

ADDRESS (Including Zip Code and Telephone No.)

*Arete Inspired Architects, LLC*

*2120 S. College Ave. Suite 4, Fort Collins, CO 80521*

NAME OF ARCHITECT (Firm)

ADDRESS (Including Zip Code and Telephone No.)

*Krische Construction, Inc.*

*605 Weaver Park Rd, Longmont, CO 80501*

NAME OF CONTRACTOR (Firm)

ADDRESS (Including Zip Code and Telephone No.)

*Microsoft Teams Virtual Meeting*

LOCATION OF CONFERENCE

ADDRESS (Including Zip Code and Telephone No.)

## SUBJECTS TO BE DISCUSSED:

### 1. Identification of Official Representatives of Association, Architect/Engineer, Contractor and Rural Development:

ASSOCIATION:

ARCHITECT/ENGINEER:

*Matt Brooksmith, Principal Architect*

HEADQUARTERS:

HEADQUARTERS:

*2120 S. College Ave. Suite 4, Fort Collins, CO 80521*

CONTRACTOR:

RURAL DEVELOPMENT:

*Shaun Senesac, Director of Preconstruction*

HEADQUARTERS

HEADQUARTERS

*605 Weaver Park Rd. Longmont, CO 80501*

### 2. Responsibilities of Consulting Architect/Engineer:

The project Architect is the Owner's representative on the project. The architect administers the contract for construction. The architect reviews and approves shop drawings, progress schedules, partial payment requests, interprets plans and specifications, inspects construction, prepares change orders as required, certifies construction compliance with plans, specifications and building codes, provides certificate of substantial completion, provides final inspection to confirm completion of punch list items, performs "eleventh month" warrantee inspection with Rural Development (RD) representative and provides list of repairs covered by contractor's guarantee. Performs services per agreement between the owner and architect.

### 3. Responsibilities of Association's Governing Body: (Actual Contracting Organization)

The Owner is the responsible authority in administration of the project. The Owner will hold regular monthly meetings to review the construction progress and discuss any problems that arise and act on all change orders and pay estimates. The Owner may not make changes to the plans and specifications that effect project cost or time of completion without prior RD concurrence. The owner shall secure cost certification, if required, and submit same to RD for concurrence prior to final payment.

**Mtg Note:** Invite RD representatives to bi-weekly meetings.

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#### **4. Responsibilities of Rural Development Representatives**

RD represents the Federal Government and must see that loan approval conditions are met and that the government's interests are protected. RD will maintain financial accounting of RD project funds to ensure that such funds are used for authorized purposes. RD will monitor construction progress, review change orders and partial payments.

Where deficiencies are noted during inspections, the means and methods of correction are not the responsibility of RD.

**Mtg Note:** Include RD representative(s) in Procore.

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#### **5. Responsibilities of Contractor:**

The Contractor is responsible for the performance of contract work. The contractor must submit pay estimates in a timely manner and provide advance notice of problems that might arise in the execution of their contract work that may affect project cost and time of completion. The contractor shall complete the project construction in full compliance with the plans, specifications, other contract documents and all applicable codes.

RD signed plans shall be kept on site along with copies of all tests and reports. If conflicts arise between RD signed plans and the requirements of other agencies, the more restrictive shall apply.

**Mtg Note:** Digital copies of current plans are acceptable.

The contractor shall obtain permits as required by his/her contract with the owner.

The contractor shall attend all progress meetings, pre-final inspection, final inspection and "eleventh month" warrantee inspection.

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#### **6. Responsibilities of Any Other Agencies Contributing to the Project: (Consider Interim Lender)**

Periodic inspections may be made by other contributing funding agencies to monitor construction progress and regulatory compliance.

Where state and local agencies provide inspection of construction, a final inspection of the project shall be made by these agencies prior to RD's final inspection of the project.

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#### **7. General Discussion of Construction Contract:**

##### **A. Alternative Specifications:**

Where plans and specs allow for materials of "or equal" quality, such equality shall be determined by the architect responsible for the design of the work. Where requirements of various inspection agencies conflict, the more restrictive shall govern.

##### **B. Initiating Construction: (Notice to Proceed)**

After a preconstruction conference, a Notice to Proceed shall be issued.

**Mtg Note:** Timberline Fire Distruction must issue a notice to proceed prior to ordering early release packages.

##### **C. Completion Time for the Contract:**

The contract documents and the Notice to Proceed specify the completion time for each project. ( TBD days)  
TBD once design is complete and provided in A141 amendment.

##### **D. Liquidated Damages:**

The contract documents state the liquidated damages. All parties shall be aware of the construction progress in relation to the project schedule. (\$ 500 per day)-Please check with the RD Architect.

##### **E. Request for Extension of Contract Time:**



Extensions of the contract time must conform to the General Conditions of the contract and be requested as a change order with Rural Development concurrence. Records supporting conditions contributing to the need for a time extension must be submitted along with the change order.

**Mtg Note:** provide time extension requests at the time of delays (i.e. significant weather delays, etc.)

**F. Procedures for Making Partial Payments:**

Rural Development Form 1924-18, Partial Payment Estimate, is prepared by the contractor, reviewed and approved by the project architect, reviewed and approved by the owner, and then submitted to Rural Development for review and disposition. Also the AIA G702 & G703 are acceptable to use. Written evidence shall be presented that materials and labor are paid for, prior to final payment to the contractor on RD Form 1924-9.

**Mtg Note:** cover sheet of RD Form 1924-9 should be provided with the G702 or G703 (which must be the copyrighted AIA documents themselves). Norm to provide the forms.

**G. Guarantee on completed Work:**

The contractor shall guarantee work, equipment, materials and workmanship for a minimum of one (1) year from the date of substantial completion or for longer periods as required by specifications, special manufacturer's warranties, or as governed by state law. Performance and payment bonds are used to guarantee workmanship and materials for one year from the date of substantial completion. (If an alternate form of surety is approved by RD, then latent obligations and defects surety shall be provided—pursuant to RD Instruction 1924.6 (a)(3)(iv) and the general conditions of the contract for construction, as amended—prior to final payment.)

**H. Other Requirements of the Contract and Specifications which Deserve Special Discussion by All Parties.**

All insurance requirements are to be met prior to RD approval of the contract.

The RD State Office shall be notified two weeks in advance for the pre-drywall, pre-final and final observation visits.

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**8. Contractor's Schedule**

**A. Analyze work schedule in sufficient detail to enable the Architect/Engineer to plan his/her operations.**  
*(Consideration must be given to needs of Association and the planned operations of other Contractors.)*

Prior to the first partial payment, the contractor shall submit a construction progress schedule showing the order in which he/she proposes to carry out the work, including the dates on which the work will start and estimated date of completion of each phase of the construction.

**Mtg Note:** KCI to provide master schedule and keep it updated via Procore. RD requests progress photos be provided during construction.

**B. Equipment to be used by the Contractor:**

The contractor shall use equipment that is in good and safe condition that is in compliance with federal, state and local requirements. The contractor is responsible for the safety, efficiency and adequacy of his/her staff and equipment.

**C. Contractor's plans for delivering Materials to project site: *(Protection and Storage of materials.)***

The Contractor is to discuss with the Owner the procedures regarding delivery and receipt of project equipment to the job site, particularly when the Contractor may not be present. Proper precautions must be taken to protect and store equipment and materials.

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**9. Subcontracts: *(Review and approval of proposed sub-Contractors and their work schedules.)***

Prior to commencement of work the contractor shall submit a list of proposed subcontractors to the owner and Rural Development. Subcontractors must be acceptable to the Owner and must be under the full authority of the General Contractor.

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**10. Status of Materials or equipment furnished by Association: *(Owner)***

**A. Schedule of future deliveries:**

The Owner is to advise the Contractor what equipment and materials, if any, will be provided by the Owner and what obligation the Contractor has for its installation, etc.

**B. Procedures to be adopted by Contractor in accounting for and storage of such materials:**

Stored materials are eligible for payment provided that invoices can be furnished and the materials are located on site in the Owner's possession.

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**11 Change Orders:**

Prior to implementing any changes to the scope or cost of the project, the owner shall submit a properly executed change order to RD for review and concurrence, using Rural Development Form 1924-7 or the AIA G701. Rural Development *must* concur with the change order *prior* to implementation of the work. All change orders shall be submitted in a timely manner for RD review. Change orders shall be accompanied by complete written justification and supporting documentation. Depending on conditions, the supporting documentation will include cut sheets, supplemental drawings and/or specifications, materials invoices, subcontractor quotes showing labor, materials, equipment, taxes, and overhead and profit and overhead and profit paid to the General Contractor. Approvals from other agencies (such as IDHS) must be obtained prior to submittal to RD. ~~A minimum of four (4) copies of all change orders shall be provided, with the original "wet" signatures of all parties on all copies.~~

**Mtg. Note:** approval and signatures can be executed digitally.

**Mtg Note:** RD representative(s) will be responsible for approving change orders. Early release packages, prior to the design/build amendment, should be treated as a change order. Provide a description / narrative of changes with change orders.

In extreme situations where a health / safety issue requires immediate action, making it necessary to begin change order work prior to obtaining RD approval, it will be in accordance with Article 10 of the AIA A201-2017, General Conditions of the Contract for Construction. In such a case, the architect will provide immediate notification to RD via email. A written change order shall follow *immediately* for RD concurrence.

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**12. Staking of Work: (Clearly define responsibilities of Architect/Engineer and Contractor. Line and grade must be furnished by Architect/Engineer.)**

The project architect is to provide general staking guidance **on the civil plans**.

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**13. Project inspection:**

**A. Functions of consulting Architect/Engineer, including records and reports:**

The project architect shall make periodic observations to insure the construction conforms to accepted contractual documents. A copy of the observation reports shall be submitted to the RD Area Office, directed to the attention of the appropriate Loan Specialist. Attend pre-final and final inspections. **Mtg. Note: Field Observation Reports produced by the Architect shall be provided to Allison. Periodic site visit(s) by representatives from the local RD Area Office may be performed.**

**B. Responsibilities of Owner:**

Provide overall administration of the project. This includes on site project visitations sufficient to determine conformity of construction to the accepted contract documents and to protect own interests. Attend pre-final and final inspections.

**C. Responsibilities of Rural Development:**

Make periodic, pre-final and final inspections to monitor construction progress and the disbursement of funds solely to protect the Federal Government's interest.

**D. Safety and Sanitary Regulations:**



The Contractor must comply with OSHA and all State and Local requirements in accordance with the Contract Documents.

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**14. Final acceptance of work:** *(Include requirements for test and cleanup of project site.)*

The project architect and RD will determine if the work is acceptable under the terms of the contract and that the contract has been fully performed. The project architect shall issue a Certificate of Substantial Completion which will acknowledge acceptance of work by the Owner and the release of retainage subject to conditions listed on the certificate. RD's final inspection of the project will follow ALL others. Where state and local agencies provide inspection of construction, a final inspection of the project shall be made by these agencies prior to RD's final inspection. **Mtg Note: A representative from the local RD Area Office may attend the final punch walk.**

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**15. Labor Requirements:**

**A. Equal Employment Opportunity Requirements:**

Provisions of the Contract Documents will apply. EEO poster to be posted on project site.

**~~B. Davis-Bacon Act:~~**

~~Funding by agencies other than RD may require compliance with Davis-bacon and Related Acts. Typically Davis Bacon does not apply when RD is the only funding source with the following exceptions (1940-C, §1940.102):~~

- ~~1. For repair or alteration contracts in excess of \$2000 funded with one of the following Grants made through RD: Farm Labor Housing Grants, Appalachian Regional Development Act of 1965 Grants, Title V Regional Commission Grants or Public Works and Economic Development Act Grants.~~
- ~~2. New construction loans for 9 or more units to be assisted by the HUD Section 8 Payments Program.~~

~~Typically CF Projects are not subject to Davis-Bacon wage requirements. Confirm with you Specialist.~~

**Mtg Note: Davis Bacon Act does not apply to this project.**

**C. Other Federal Requirements:**

**D. State and Local Requirements:**

The construction must comply with all state and local ordinances and building codes in accordance with the contract documents.

**Mtg Note: Authorities Having Jurisdiction are Gilpin County Building Department and Timberline Fire Protection District.**

**D. Union Agreements:**

**F. Reports Required:**

The architect's observations and all test results shall be submitted in a timely manner. A minimum of one report each month is expected from the architect.

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**16. Equal Employment Provisions of Contract:**

The contractor will not discriminate against any employee or applicant for employment for reason of race, color, religion, sex or national origin. Refer to the contract documents for affirmative action requirements and compliance reporting.

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**17. Rights-of Way and Easements:**

**A. Explain any portion of project not available to Contractor:**

The Architect is to explain any issues with permanent and temporary easements. The Architect should also review railroad and highway permits when applicable. The contractor is not to store any materials on public rights of way or easements.

**B. Contractor's Responsibilities During Work Covered by Contract:**

The security/safety of the construction area is the responsibility of the contractor. The contractor shall fence off open pits, install barricades, and provide temporary lighting, or other measures as necessary to maintain a safe environment.

Damage to rights of way, easements or utility equipment caused by construction activities shall be repaired by the contractor at his/her own expense.

Contractor parking and laydown areas shall be identified prior to the start of construction activities.

**C. Coordination with Railroads, Highway Departments and other Organizations:**

Notification of these agencies should be done in accordance with the permits issued. Coordination with any transportation agency is the responsibility of the contractor.

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**18. Placement of Project signs and Posters:**

The Owner shall designate the location. The Contractor is responsible for erecting and maintaining the temporary construction sign in accordance with the plans and specifications. The project sign shall be installed prior to the first partial payment.

**Mtg Note:** Norm to provide a template for RD for this signage.

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**19. Handling Disputes:**

Monthly meetings must be held with all parties to review project status and to review any disputes. The architect shall interpret plans and specifications and assist in resolving differences.

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**20. Other Items:**

**Next action items to complete:**

- Confirm cost per day of liquidated damages (above) per executed B141
- Timberline to provide a notice to proceed prior to ordering early release packages (i.e. PEMB fabrication)
- Complete RD change order forms to track SOV changes for early release packages until the Construction Amendment is executed.

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**NOTED AND CONCURRED WITH** *(Understood not to be a modification of any existing Contracts or agreements)*

*(Signatures of Members of Governing Board of Association)*

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*(Chairman)*

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*(Contractor Representative)*

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*(Board Member)*

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*(Contractor Representative)*

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*(Board Member)*

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*(Architect/Consulting Engineer Representative)*

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*(Board Member)*

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*(Rural Development Representative)*

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*(Rural Development Representative)*

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*(Rural Development Architect)*

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*(Interim Lender – if applicable)*