**Facility Planning and Control**

**CMAR PRE‑DESIGN CONFERENCE AGENDA**

Date: (Contract Time Begins) Project Design Days:

Owner/User/CMAR Review Days:

AFC: Total Design Contract Days:

Date Contract Time Ends:

Project:

Project No & WBS:

Site Code: State I.D.: \_\_\_\_\_\_\_\_\_\_\_\_

Designer:

Project Manager for Facility Planning: \_\_\_\_\_\_

Contact Person for Umbrella Agency: \_\_\_\_\_\_

Contact Person for the User Agency: \_\_\_\_\_\_

Contact Person for the Designer: \_\_\_\_\_\_

A Pre‑Design Conference was held on \_\_\_ at

and the following were present:

NAME ORGANIZATION PHONE NO EMAIL

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**1. Correspondence, Conferences and Minutes**

a. All correspondence, documents, etc. about this project shall be addressed to the Project Manager, Facility Planning and Control, with appropriate copies to the Umbrella, the User and the other agencies. **Each item of correspondence or document shall be identified by its Title and State Project & WBS Number. The State I.D. Number shall also be included if the project includes work on an existing building.**

b. The Project Manager for Facility Planning and Control:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. The contact person for the User Agency:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. The contact person for the Umbrella Agency:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. Facility Planning & Control will receive notification prior to all meetings or conferences held in connection with this project.

f. Designer shall keep minutes of all design Meetings or Conferences, and weekly construction progress meetings during the course of this project and distribute them to the Owner, User, Umbrella and other agencies as directed, within seven (7) days.

**2. Funding and Budget**

a. Funds are appropriated to Facility Planning & Control by the State Legislature and can only be changed by the Legislature. The Project Program shall not deviate from the written intent of the Capital Outlay Bill.

b. The AFC (Available Funds for Construc-tion) are established by Facility Planning and Control and can only be changed by Facility Planning and Control.

c. Policy on GMP (Guaranteed Maximum Price = AFC + 4% Owner / 1% CMAR contingency) and Alternates if approved by Owner:

(1) The GMP shall include all of the primary aspects required of the Program to produce a fully usable, functional, and complete facility (represented in the AFC) along with a 4% Owner and 1% /CMAR contractor contingency.

(2) The Designer is responsible for designing the project so that the AFC + Owner / CMAR contractor contingencies do not exceed the target GMP.

(3) The use of Alternates within the GMP cost breakdown and scope must be approved in writing by Facility Planning and Control prior to commencement of any related extensive design effort specific to an Alternate. Alternates, if included, may be considered and accepted in any order based on the sole discretion of Facility Planning and Control. (Additive or deductive alternates may apply).

d. The Designer shall use the Statement of Probable Cost format provided by Facility Planning and Control in preparing an initial Preliminary (Baseline) Cost Estimate issued as part of the 100% Programming Completion Phase submittal and continuing with updated Cost Estimates with the issuance of 100% Schematic Design, 100% Design Development, 60% Construction Documents, 90% Construction Documents, and 100% Construction Documents. The CMAR contractor GMP Proposal shall be based on the 90% Construction Documents unless otherwise mutually agreed to by the Owner and CMAR contractor. An acceptable spreadsheet format approved by Facility Planning and Control providing a more detailed cost breakdown of the various categories of work shall be included. Designer shall complete 100% Construction Documents for the Construction Phase no later than forty-five (45) days following Owner issuance of the CMAR contractor construction contract Notice to Proceed (NTP).

e. If federal funds are involved, compliance with any and all applicable federal regulations, **such as the Davis-Bacon Act on wage rate and payroll records, shall be required. The federal grantee, usually the user agency, will provide this information.**

**3.** **Contract**

a. The Designer's contract consists of the Procedure Manual, the Instructions to Designers, and the written Contract including the User Program and all other attachments made a part thereof. The Contract is between Facility Planning and Control and the Designer, and can only be amended by the above two parties. Contact Facility Planning and Control for interpretations and clarifications.

b. Some of the sections of the instructions to Designers may not apply to this project. The Project Manager shall review the Instructions to Designers with the Designer and delete the sections that do not apply.

c. The Instructions to Designers include a number of standard documents that are to be included in the Contract Specifications. These are listed in the Instructions for Specifications. Additional forms may be provided by the User Agency to be included in the Contract Specifications, including, but not limited to, the following:

(1) Owner/CMAR Contract (A133 as modified)

(2) General Conditions (A201 as modified)

(3) Roofing Warranty (where applicable)

(4) Affirmative Action Compliance

(5) Non-segregated Facilities Assurance

(6) Equal Employment Opportunity Clause

(7) For correctional and/or higher education projects: Designer shall incorporate into the documents user agency rules and regulations governing access to and conduct required while on the site.

d. The Design Time Schedule commences on the date of the Pre‑Design Conference. The design time continues until delivery of 100% Construction Documents (bearing professional seal, coordinated and ready use in constructing the project) that include all agreed to scope and adjustments that are included in an agreed to GMP Proposal. Design submittals not conforming to Facility Planning and Control requirements will not be accepted for review, and design time will continue to accrue. The design time includes a specified number of days for Owner/User Agency reviews and CMAR design-assist activities. The specific number of review days for each phase submittal shall be determined at the Pre‑Design Conference.

e. Liquidated Damages will reduce the Designers fee, in accordance with the provisions of Article 5.5 of the Procedure Manual, should the design time be exceeded.

**4.** **Fees and Billings**

a. Professional Design Services Invoices are approved at satisfactory completion of design work for phases outlined in Procedures Manual for CMAR projects.

b. All billings shall be on current form(s) as provided by Facility Planning and Control.

c. The Professional Design Services Invoice shall be submitted directly to Facility Planning and Control for payment. Invoices may be submitted in electronic format.

d. During construction Designers’ invoices shall be paid only after all required documentation has been received, including all site visit reports.

**5.** **Submittals**

a. The content of each submittal during the design and bidding process is outlined in the General Instructions to Designers. **The project manager shall discuss the required content of each phase and the intent of the requirements.** No item of a submittal may be omitted without approval of FP&C. Always include a "Design Phase Submittal/Certification of Phase Completion" form with each submittal.

b. Submittal to FP&C shall include one (1) copy of all required documentation, with one (1) additional copy of sketches or Drawings and Specifications, as well as electronic copies of all deliverables including pdfs of all drawings. One (1) additional electronic copy of submittal Drawings and Specifications shall be issued to CMAR contractor. Electronic copies may be submitted by disk or flash drive. Copies to User and Umbrella Agencies shall be as directed at the Pre‑Design Conference.

c. The Project Manager and the Designer will discuss codes and laws and determine which edition, if different from that shown in the section entitled INSTRUCTIONS ON STANDARDS FORMS AND SPECIFICATIONS, will apply to this project. When referencing codes and standards in the specifications, specific edition dates and numbers for each shall be included. The method or program used to conduct the energy analysis, if not listed in the Advertisement, will also be determined at this time.

**d. Other Regulatory Agencies:**

(1) **State Fire Marshal**

8181 Independence Blvd, Baton Rouge, Louisiana 70806, (225) 925‑4920 or 800-256-5452.

**(2) Regional Office of Public Health**

For address and phone number contact:

LDH-OPH Sanitarian Services (if applicable) Phone Number: (225) 342-7550

Physical Address: 628 North 4th Street

Baton Rouge, LA 70802.

Mailing Address: P.O. Box 4489

Baton Rouge, LA 70821-4489

(3) **Division of Administration, Office of Technology Services**

(if telecommunications are included in the project)

Phone Number: (225) 342-7730

Physical Address: Information Services Building 1800 North 3rd Street

Baton Rouge, LA 70802.

Mailing address: P.O. Box 94280

Baton Rouge, LA 70804-9280

Attention: OTS Network Services

(4) **Local building permits are not required for State Owned Buildings,** however, local zoning ordinances shall be checked for use compliance. **It is also very important to comply with local flood zone requirements or FEMA Base Flood Elevations.** See Instructions on Standard Forms and Specifications.

(5) **Coordination with Utility Providers and their requirements is essential in the earliest stages and throughout the Design Process.** It is important for the Designer to coordinate utility connections and provide copies of the documents to utility suppliers that request them. This includes local fire departments, particularly with regard to fire hydrant location.

(6) The project number shall be included on the State Fire Marshal Plan Review Application on the “Project Name” line.

e. Louisiana Code for State Owned Buildings. This applies to State owned buildings only. Documents, including the Code Analysis required by the Instructions to Designers, will be reviewed by FP&C for compliance with this code. FP&C may contract with the Office of State Fire Marshal for this review. In this case all communications between the Office of State Fire Marshal and the Designer shall be through FP&C. FP&C will provide official review comments to the Designer.

f. All User's comments on Design Phase Submittals shall come to Facility Planning and Control to transmit to the Designer. This is important to prevent duplication or conflict of comments. Designer is acting on his own and without authorization if he proceeds with User comments before receiving Facility Planning and Control comments or approval. Additional design work caused by failure to follow this procedure shall not be compensated. Should User or Umbrella comments not be received by FP&C within the established review period it will be assumed there are no User comments for that phase and the submittal will be returned without User comments.

g. It is very important that the Designer clearly present the design, particularly during the Design Development Phase, so that the User has a clear understanding of all aspects of the project. It is equally important that the User make every effort to understand the design. User requests for changes are a major source of change orders.

h. Property/Topographic Surveys, Geotechni-cal Services, Moisture Surveys, Etc.:

(1) Design Professional shall prepare written criteria for approval by FP&C (scope of services) and obtain competitive proposal(s) for each of the Services (3 proposals preferred), review for adequacy and budget (consult Facility Planning and Control), and make written recommendation to Facility Planning and Control.

(2) In agreement with the Designer, Facility Planning and Control will either:

(a) Have the Designer enter into a contract for the required services and amend the Designer’s contract providing a reimbursable expense for the amount of the contract plus an agreed upon amount for coordination (for contracts referencing the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction 2004 Edition or later), there will be no mark-up for coordination of property / topographic surveys and geotechnical services); or

(b) FP&C will issue contract(s) directly to 3rd part for the services required (for contracts referencing the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction 2004 Edition or later). The Designer will be responsible for holding the contract for property / topographic surveys and geotechnical services).

(3) Designer shall receive copies of all reports/documents, the signed original invoice, etc. and check for completeness and adequacy, distribute as required and forward signed original invoice with recommendation for payment or non-payment to Facility Planning and Control.

**6.** **Additional Policies and Procedures**

a. **Special emphasis is placed on the Designer’s responsibility in coordinating all design disciplines and their respective in-progress documents prior to each design phase submission including documentation that a coordination review has been performed.**

b. The Designer shall advise CMAR contractor and FP&C of the earliest date the 90% Construction Documents will be ready to issue for competitive subcontractor bidding and the eventual submission of the GMP Proposal. The CMAR contractor shall coordinate with and engage the Designer and FP&C project manager in the approval of all prequalified prospective subcontractors and the transparent receipt of competitive subcontractor bids. The Designer shall provide formal recommendation to the Owner regarding pending approval of prequalified subcontractors prior to the issuance of bid documents for bidding.

c. FP&C shall approve all recommended changes to the Construction Documents prior to the Designer issuing and including such changes by addendum. Be sure that FP&C receives copies of all prior approvals.

d. In keeping with R.S. 38:2212(O)(2) **no addendum may be issued less than seventy-two (72) hours prior to deadline for receipt of subcontractor bids**, excluding Saturdays, Sundays and legal holidays without delaying the subcontractor bid deadline.

e. **The Designer (or his/her representative) and the FP&C project manager shall be present to observe the receipt of subcontractor bids**.

f. Upon the CMAR contractor’s delivery of the GMP Proposal, the Designer and User Agency shall recommend to FP&C by letter, whether to accept, negotiate, or reject the GMP Proposal.

g. If FP&C and the CMAR contractor are unable to agree on or successfully negotiate the terms of the GMP Proposal, the CMAR contractor agreement shall be terminated. The Designer shall then be directed to prepare the Construction Documents for readvertisement and public bidding, in which case the CMAR contractor will be prohibited from bidding on the project.

h. If called for in the Advertisement for the Selection Board or required by state statute, the scope and schedule for “Percent for Art” shall be discussed and defined.

i. If the project is a renovation or involves any renovation the following shall be discussed where applicable:

(1) Condition of the existing roof and any repairs or re-roofing that needs to be included.

(2) Asbestos containing materials

(3) Lead based paint

(4) ADA

(5) Underground storage tanks

(6) Archaeological investigation.

(7) Certificate of Appropriateness (East Baton Rouge Parish only)

(8) Demolition

**7. Quality Control**

a. Discuss the need for mock-ups and testing of mock-ups. Examples of building systems to be considered shall include, but not be limited to, the following:

(1) Exterior walls, particularly masonry, pre-cast concrete and exposed concrete

(2) Interior finishes, particularly tile and terrazzo

(3) Windows and window wall systems

(4) Sealants

(5) Complete room

(6) Light Fixtures

Include a complete description of the type and size of mock-ups and tests required in appropriate specification(s).

b. Discuss the importance of using standard, commonly available components, systems and finishes. Special designs, colors, etc., are **NOT** to be used without prior written approval from Facility Planning and Control. They are costly to install, costly to add by change order and costly to maintain. Special shape masonry units, custom designed systems, non-standard profiles, and special colors for factory finishes are examples. The Designer shall engage the CMAR contractor in vetting proposed systems, etc. throughout the development of the final design.

c. Discuss the planning of any office spaces. The Project Manager will provide a copy of the Facility Planning and Control Space Entitlements and General Procedures.

d. Discuss the importance of preventing conditions that may lead to mold growth, with particular attention to moisture control in the building during the installation of materials that are sensitive to moisture, such as gypsum board, millwork, paint, vinyl wall covering, etc.

e. Discuss Testing Laboratory Services. The Owner will engage and pay the testing laboratory. The Designer shall recommend the types of testing required and provide an estimate of the cost. The Designer shall ensure that the testing laboratory attends the Pre-Construction Services Conference.

**8.** **The Site and Program**

a. The Preliminary Program has been furnished to the Designer as a part of the Contract. The Designer shall refine the Program, verify that the refined Program can be completed within the AFC, and fulfill all services as required in Article 7.1.1 of the Procedure Manual, Program Completion Phase. This phase cannot be omitted and cannot be combined with any other phase of the Designer's services.

The approved Program constitutes the basis for design. Any additions or deletions to the Program are to be requested by the User Agency, in writing, of FP&C. The Designer is cautioned not to perform any work on changes to the Program unless authorized, in writing, by FP&C.

b. A discussion and review of the Program is now to take place and documented to all parties and FP&C’s file.

Date Prepared: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIME SCHEDULE

Project Name

User

Location

Project No. & WBS

Date of Pre‑Design Conference

Original Contract Time (Per Exhibit "A")

Number of Review Days (Per Exhibit "A")

Number of Design Days

PHASE SUBMITTAL

Program Completion

Schematic Design

Design Development

60% Construction Documents

Bid Documents

ORIGINAL

DATE DUE

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REVIEW

DAYS

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***NOTE****: This form is to be completed and submitted with the minutes of the Pre‑Design Conference, and with each Design Submittal.*