**Facility Planning and Control**

**CMAR PRE‑PRECONSTRUCTION SERVICES CONFERENCE AGENDA**

Date: (CMAR Pre-Con Contract Time Begins) Owner/User/CMAR Review Days:

AFC: GMP Target: CMAR Pre-Construction Contr Days:\_\_\_\_\_\_\_

Date CMAR Pre-Construction Services Contract Time Ends:

Project:

Project No. & WBS:

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

Designer:

CMAR Contractor:

Project Manager for Facility Planning:\_

Contact Person for Umbrella Agency:\_ \_

Contact Person for the User Agency:\_\_

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

Contact Person for the CMAR contractor:

A CMAR Pre‑Preconstruction Services Conference was held on at

 and the following were present:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| NAME |  | ORGANIZATION |  | PHONE # |  | EMAIL ADDRESS |
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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 User Agency:

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

d. The contact person for Umbrella Agency:

e. The contact person for Designer:

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

g. CMAR contractor shall keep minutes of all Preconstruction Meetings or Conferences, including ACS (Advanced Construction Start) construction progress meetings when applicable during the course of this project and distribute them to the Designer, 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 Construction) is established by Facility Planning and Control and can only be changed by Facility Planning and Control.

c. Policy on GMP (Guaranteed Maximum Price) and Alternates:

(1) The GMP shall include all of the primary aspects required of the Project Program to produce a fully usable, functional, and complete facility.

(2) The CMAR contractor is responsible for assisting with and providing design support and managing the project budget to ensure that the GMP does not exceed the AFC inclusive of Owner / CMAR contractor contingencies.

(3) The use of Alternates within the GMP Proposal must be approved in writing by FP&C prior to receipt of the GMP Proposal. Alternates may be considered and accepted in any order based on the sole discretion of Facility Planning and Control. (Add or deduct alternates may apply).

d. The CMAR contractor shall use an acceptable spreadsheet format approved by Facility Planning and Control and the designer in preparing an initial Controls (Baseline) Cost Estimate and updated Controls Estimates leading up to the delivery of the GMP Proposal beginning with the Designer’s 100% Schematic Design Phase submittal and continuing through the 100% Design Development Phase, 60% Construction Documents, 90% Construction Documents, and 100% Construction Documents Phase of design. The GMP Proposal shall be based on the 90% Construction Documents unless otherwise mutually agreed to by the Owner and CMAR contractor.

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 CMAR contractor Contract consists of the written A133 Agreement (contract) as modified by Owner, A201 General Conditions of the Contract as modified by Owner, Owner documents including Drawings, Specifications, all Exhibits, Supplementary Instructions and Provisions, the Owner’s Request for Qualifications (RFQ), Addenda issued during the RFQ proposal period acknowledged by the Proposer, Addenda and post-proposal Addenda, the CMAR contractor’s Proposal (Statement of Qualifications) including all Attachments and Exhibits issued in response to the RFQ, the CMAR contractor’s GMP (Guaranteed Maximum Price) accepted by FP&C, the CMAR contractor’s Project Schedule and any other attachments made a part thereof. The Pre-Construction Services contract is between FP&C and the CMAR contractor, and can only be amended by the two parties. Contact FP&C for interpretations and clarifications.

b. The Instructions to Designers include a number of standard documents that are to be included in the CMAR contractor 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) Sample Construction Contract (A133)

 (2) General Conditions (A201)

 (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 regulation governing access to the site and conduct required while on the site.

c. The CMAR contractor Contract Time for Preconstruction Services (design-assist) commences on the date of issuance of the Notice to Proceed and continues until delivery of a GMP Proposal accepted by Facility Planning and Control or extended as necessary to complete any ACS construction amended into the Preconstruction Services Contract. The CMAR contractor Contract Time for Preconstruction Services is based in large part on the designer Time Schedule for delivery of the various phases of design includes a specified number of days for Owner / User Agency reviews and CMAR contractor activities. The specific number of review days for each design phase submittal shall be confirmed at the Pre‑Preconstruction Services Conference.

d. Liquidated Damages will reduce the CMAR contractor Preconstruction Services fee, in accordance with the provisions of Article 8, subsection 8.2.2 of the A201 General Conditions as modified by Owner (RFQ Exhibit B), should the CMAR contractor design assist time be exceeded.

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

a. CMAR contractor Preconstruction Services Invoices for fees earned are approved at satisfactory completion of each design / preconstruction services phase as outlined in Article 4, subsection 4.2.1 of the A133 Contract as modified by Owner (RFQ Exhibit A).

b. All billings shall be on current AIA Certificate for Payment form(s) unless otherwise approved by Facility Planning and Control.

c. Preconstruction Services Invoices shall be submitted to the designer for approval following the same protocol used for construction services payments. Invoices may be submitted in electronic format. Designer shall initial/date approval and route to the Facility Planning and Control project manager for payment.

d. Invoices shall be paid only after all required documentation has been received by Facility Planning and Control.

**5.** **Submittals**

a. The content of each Preconstruction Services phase submittal during the design assist process is outlined in the A133 Contract - RFQ Exhibit A and A201 General Conditions - RFQ Exhibit B. **The project manager shall discuss the required contents of each phase (base line or updated cost - control estimate, project schedule, etc.) and the intent of the requirements.** No item of a submittal may be omitted without approval of FP&C.

b. Preconstruction Services design phase submittals to FP&C and designer shall include all required documentation in hard copy and pdf electronic format for all deliverables. Electronic copies may be submitted by disk or flash drive. Copies to User and Umbrella Agencies shall be as directed at the Pre‑Preconstruction Conference.

c. The Project Manager and Designer will discuss codes and laws where relevant to CMAR Preconstruction Services. When referencing codes and standards in the specifications, specific edition dates and numbers for each shall be included.

**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 for the CMAR contractor to coordinate with designer and confirm compliance with local flood zone requirements or FEMA Base Flood Elevations.** s.

 (5) **Coordination with Utility Providers and their requirements is essential in the earliest stages of Preconstruction Services and throughout the Design Assist Process.** It is important for the Designer and CMAR contractor 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 all local and state regulatory Applications on the “Project Name” line.

 e. All User comments on Preconstruction Services Phase Submittals shall come to Facility Planning and Control for formal issuance to the Designer. This is important to prevent duplication or conflict of comments. CMAR contractor 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 or preconstruction services 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 comments.

f. It is very important that the CMAR contractor clearly present the baseline or updated control (cost) estimate, project schedule, etc. 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 cost and anticipated time associated with the delivery of the project. User requests for changes are a major source of project delays and cost overruns.

g. Property/Topographic Surveys, Geotech-nical Services, Moisture Surveys, Etc.:

(1) Designer is responsible for acquiring the necessary topographic and geotechnical surveys and recommendations in order to facilitate the design.

(2) CMAR contractor is responsible for meeting the requirements of the design and notifying Designer of any site conditions that differ from the information contained in these surveys and/or recommendations.

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

a. **Special emphasis is placed on CMAR contractor coordination of all disciplines and design assist phase documents prior to each submission of Preconstruction Services Documents.**

b. The Designer shall advise CMAR contractor and FP&C of the earliest date the 90% Construction Documents Phase documents will be ready to issue for competitive subcontractor bidding for the eventual submission of the GMP Proposal. The CMAR contractor shall coordinate with and engage the Designer and FP&C in the transparent receipt of subcontractor bids in accordance with AIA A133, Article 2, subparagraph 2.1.10 . The Designer and FP&C shall approve all CMAR contractor pre-qualified subcontractor bidders prior to issuance of 90% CD Phase documents for subcontractor bidding.

c. FP&C shall approve all recommended changes to Contract 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 the provisions of R.S. 38:2212(O)(2) **no addendum may be issued by Designer within the seventy-two (72) hours prior to receipt of subcontractor bids**, excluding Saturdays, Sundays and legal holidays without delaying the receipt of subcontractor bids.

e. The Designer (or his/her representative) and FP&C shall be present for the receipt of subcontractor bids. CMAR contractor shall tabulate, de-scope bids, and provide a written recommendation to the Designer and Owner regarding the award of all subcontracts based on the best value represented in each bid.

f. The Designer shall review the CMAR contractor GMP Proposal and subcontract bids and provide a written recommendation to Facility Planning and Control regarding the GMP Proposal and award of the construction contract.

 g. If required, the scope and schedule for “Percent for Art” shall be discussed and defined.

 h. If the project is a renovation or involves any renovation the following shall be discussed:

 (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. Designer shall 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.

 c. 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.

d. 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 Conference.

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

a. The Preliminary Program has been furnished to the Designer as a part of the Designer contract. The approved Program constitutes the basis for design and design assist. Any additions or deletions to the program shall be requested by the User Agency, in writing, to FP&C.

b. The Designer shall review the Program and Schematic Design Phase documents with the CMAR contractor and FP&C to initiate CMAR Pre-Construction Services.