**Facility Planning & Control**

**CMAR PRE-CONSTRUCTION CONFERENCE AGENDA**

*As a minimum, the following items are to be covered in the CMAR Pre-Construction Conference. The Designer may, at his discretion, add additional items which he feels are important to this particular project.*

**1.** **The** **CMAR contractor shall furnish the following prior to his first payment:**

a. Cost breakdown (Schedule of Values), shall be in standard Construction Specifications Institute format.

b. List of prequalified prime subcontractors and lower tier sub-contractors recommended for project along with major suppliers.

c. Information listed in Article 7, subparagraph 7.2.3 of the AIA A201 General Conditions as modified by Owner (RFQ Exhibit B).

d. Construction Schedule(s) as defined in 3.10.2 of the AIA A201 General Conditions as modified by Owner (RFQ Exhibit B).

***No Construction Services payments to the CMAR contractor shall be processed until all required preconstruction submittals are received by FP&C in their proper format.***

**2.** **Roles of Individuals:**

a. **Designer** – shall be solely responsible for the direction of the project. The Designer shall keep minutes of all meetings, including construction progress meetings, and distribute within 7 days. All instructions to the CMAR contractor shall come from the Designer. All decisions and directions shall be in writing. Verbal instructions shall be immediately confirmed in writing. The Designer and his principal consultants shall visit the project regularly according to the requirements of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction.

The Designer shall NOT assume the role of his principal consultants in site visits. Copies of Designer Site Visit Reports shall be sent to Facility Planning and Control (FP&C) and the User Agency on a weekly basis.

b. **Facility Planning and Control** – The Designer shall receive instructions only from FP&C. Unless otherwise directed by FP&C in writing, any and all user agency or required Program or design changes shall be approved by FP&C prior to any design or construction work being performed by the Designer or CMAR contractor.

c. **User Agency** - Any and all requests for changes to the work shall be submitted through FP&C. The User Agency shall establish and review ground rules for construction activities while the CMAR contractor, subcontractors, and material suppliers are working on their premises.

If representatives of FP&C or the User Agency find any discrepancies believed to be contrary to the Contract Documents, the Designer shall be notified. If a possible discrepancy needs immediate attention, the individual discovering the discrepancy and the CMAR contractor's representative should call the Designer for immediate resolution. All such communications shall be confirmed by the Designer in writing.

d. **CMAR contractor** - Work shall be performed in general accordance with the Contract Documents (not necessarily standard practices). Emergency action to protect life or property shall be taken immediately by the CMAR contractor’s on-site superintendent. Less urgent action shall be resolved by telephone among the appropriate parties. Fire Marshal approved documents shall be accessible at all times at the project site, in accordance with Fire Marshal requirements. Approved documents from all other applicable regulatory agencies shall also be accessible at all times at the project site.

**3.** **Authorization Requests / Amendments:**

An Authorization Request manages changes in the Cost of the Work (increases or decreases) using either the Owner or CMAR contractor contingency included within the Total Contract.

All requests for a change in the Cost of the Work shall be submitted by the CMAR contractor to the Designer (complete with detailed breakdowns / proper backup documentation) for review. If found to be complete and cost reasonable with sufficient contingency funds available within the contracted work, the Designer shall prepare and submit an Authorization Request to Facility Planning and Control with a recommendation of action required.

An Amendment to Contract manages increases or decreases in the Total Contract and/or Contract Time (with no adjustment to Owner or CMAR contractor contingency). If costs and/or time are found to be reasonable and sufficient project funds are available outside the contracted amount, FP&C shall prepare and issue an Amendment to Contract for signatures.

**An Authorization Request or Amendment to Contract must be approved by FP&C prior to any of the related additional work being performed.**

a. Authorization Requests or Amendments to the Contract cannot be approved without the proper breakdown as required by the Contract Documents (The same requirements apply to Contract Time extension requests).

b. Facility Planning and Control needs only the original and one (1) copy of backups.

c. Authorization Requests and Amendments shall be rounded to the nearest whole dollar amount.

d. User Agency direct payments to the CMAR contractor for Changes to the Work **are not allowed**.

e. User Agency requested Changes to the Work are discouraged and are to be avoided unless approved by FP&C prior to any related work being performed.

**4.** **Invoice Procedure:**

a. Invoices may be submitted in electronic format.

1) Contractor shall submit one Certificate for Payment directly to the Designer. Facility Planning and Control – Application and Certification for Payment forms shall be used for submittal. Certificate for payment need **not** be notarized.

2) After review, the Designer shall process the Certificate as promptly as possible, in any case within seven (7) days. If a Certificate is held for any reason, written notice stating the reason for delay should be given the owner and the contractor. If a Certificate is changed for any reason, changes will be made to all copies.

3) Distribution of copies shall be as follows:

a) Designer forwards one Certificate for Payment directly to Facility Planning and Control with a transmittal letter/memo.

b) Designer forwards copy of transmittal letter and one (1) copy of Certificate to CMAR contractor. One (1) copy retained for Designer records. One (1) copy sent to User Agency.

b. During construction, Designer’s invoices shall be sent directly to Facility Planning & Control.

c. If federal funds are involved, compliance with additional regulations is required including but not limited to:

Davis Bacon Act - Wage rate & payroll records.

Drug Free Workplace Act

Civil Rights EOP poster with name of EOP person shown.

d. Stored Materials must be on site for payment to be made. Payment will not be made for materials stored in a bonded warehouse or elsewhere.

e. An Original 45 Day Clear Lien and an Original Consent of Surety (AIA Form G707) is required prior to final payment to the CMAR contractor.

**5. Prior Approval:**

Only items as specified or prior approved in accordance with the Contract Documents will be incorporated into the project. Approval of shop drawings does not relieve CMAR contractor of complying with the Prior Approval clause.

**6. Testing Lab:**

a. The Owner will engage and pay for the testing laboratory if required. If the CMAR contractor obtains the services of a testing laboratory, he will be responsible for all costs for that laboratory

b. Designer should furnish Testing Lab with written notice of types and frequency of required tests. Set up procedure for Testing Lab notification.

c. No off site testing unless called for in the Contract Documents.

d. Facility Planning and Control will pay a minimum of standby time. CMAR contractor may be billed if not well controlled.

e. Testing Lab invoices shall be submitted by hardcopy or in electronic format through the Designer, who in turn acknowledges their recognition of services submitted.

**7.** **Project Sign**

When a project sign is specified, select location.

**8. Meetings:**

Establish a time and place for the Monthly Meeting. Designer shall notify FP&C prior to and provide minutes of all meetings to all participants within 7 days.

**9**. **Roofing:**

Pre-roofing Conference - establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements. This conference should be held shortly after award of the roofing contract and a minimum of six (6) weeks prior to the anticipated start of roofing. Attendance by CMAR contractor, roofing subcontractor and manufacturer’s representative is required. A letter from the manufacturer stating the roofer is an approved applicator and sample warranties shall be submitted at the Pre-roofing Conference, if not before.

a. General Guidelines for Low Sloped Roofs

1) Details in compliance with NRCA and Roof Manufacturer

2) Concrete Decks are to be primed.

3) Nailable Decks; Red Rosin sheet is required on wood decks.

4) Fastening per manufacturer’s require-ments to comply with I-90 FM rating.

5) Asphalt

a) Type IV asphalt shall be used for all modified bitumen mop-down systems

b) Temperature at the point of application shall be the EVT temperature plus or minus 25 degrees.

6) Insulation

a) All wet insulation is to be rejected and removed from the site.

b) All insulation joints shall be staggered, including daily tie-ins.

7) Metal

a) Color Selection approved by FP&C.

b) Gravel guard - use minimal raised lip for areas where drainage is over the edge.

8) Drainage: Most guarantees prohibit water remaining on the roof more than 48 hours.

9) Roofing guarantees

a) No dollar limit. Guarantee system from the deck up, naming all products within the system.

b) No language about "no pay, no guarantee".

c) Warranty start date to be on or very near date of Acceptance of Building Contract. The roofing warranty required for his project must meet the requirements of FP&C. It is important that the roofing manufacturer and applicator are aware of this. An incomplete or incorrect warranty **will** delay acceptance.

d) AIA A133 Owner / CMAR contractor Agreement as modified by Owner (RFQ Exhibit A) Article 11, Section 11.20, the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall be the exclusive venue and have sole jurisdiction in any action brought under this contract.

10) Manufacturer’s specification to be used in support of Designer’s specification. Manufacturer’s requirements are a minimum, use Designer’s specification if it exceeds.

11) CMAR contractor shall track and fully document adverse weather days including predicted rain percentage and submit detailed log with Certificates of Payment to Designer.

Roofing Pre-application Conference - verify readi-ness of the project structure, review assignments of Preliminary Conference, scan last minute details, changes or corrections and to review the anticipated schedule of progress should be held within one (1) week of roofing application. Attendance by CMAR contractor, roofing subcontractor and superintendent (or foreman) and manufacturer’s representative is required.

Representatives of the Designer and FP&C shall be visiting the site to make sure the roof is being installed per the manufacturers’ requirements and the Contract Documents. If work is believed to be deficient and/or not in compliance, tests and corrective measures may be required to prove the roof is acceptable. Tests include Blow-Off Testing, etc.

Moisture Survey - When installation is complete, FP&C will arrange to have a moisture survey performed. Deficiencies will be noted, either on the roof with paint or on roof plan drawing or both. After these deficiencies are corrected, FP&C will arrange to have these areas resurveyed. If these deficiencies are found not to be corrected and additional survey time is required, then the cost of this time will be assessed against the CMAR contractor at a rate of $150.00 per hour through a credit Authorization Request.

Designer: Please fill out "Roof Completion Information" form and submit it with the Recommendation of Acceptance. If the roofed section is new, a scaled drawing is also needed. Preferably, this drawing would be on AutoCAD in compliance with the layers specified in our "Instructions to Designers."

**10.** **General Correspondence:**

a. Project Number must be on all correspondence.

b. CMAR contractor shall copy FP&C on any correspondence **if**:

1) It involves a controversial issue.

2) It relates to Designer responses to information requests that are not been furnished in a timely manner.

**11.** **Miscellaneous Items to be Discussed as Necessary:**

a. Shop drawings, samples, hardware, and color schedules. Shop drawings furnished to the User by the Designer are for record purposes only, not for approval. Approval is the sole responsibility of the Designer.

Color Selection: User shall approve all color selections, If User selection is not completed in a timely manner, the Designer, in consultation with FP&C, shall make the selections, which will be final.

b. Establish the location and type of temporary facilities and utilities. Establish how payment for temporary utilities will be made and how costs will be tracked?

c. Outages / Interruptions of Services. CMAR contractor shall request and coordinate, in writing, all outages / interruptions with the User. The amount of advance notice shall be determined by the User. Coordination of outages or interruptions is the responsibility of the CMAR contractor.

d. CMAR contractor use/access to pertinent buildings and facilities.

e. Location of staging area and/or fencing.

f. Site and stored material security is the CMAR contractor’s responsibility.

g. Use of site, parking of vehicles, decals and/or permits for parking

h. The User Agency shall have first refusal of salvaged materials. Where are they to be delivered? The CMAR contractor is responsible for the disposition of all other materials in accordance with laws and regulations.

i. Safety and First Aid. This is the CMAR contractor’s responsibility.

j. Procedure for keeping Record Documents. The CMAR contractor shall record as‑built information that varies from the contract documents, on (1) one set of prints, to be furnished to the Designer at completion of the job. As-builts are prepared by Designer, inclusive of Supplemental Drawings, the CMAR contractor, based on the as-built work and the required adjustments to the contract documents and changes to the work, and shall be submitted timely to Facility Planning and Control**.** Plans shall be marked **"AS-BUILT"**. As-built drawings submitted to FP&C shall consist of (2) two full size paper sets of Record Drawings (As-Built) prepared by the Designer. Also required are (2) two disks or flash drives of As-built drawings in AutoCAD (.dwg) and .pdf format, including electronic copies of the bid specifications and addenda. Acceptable As-builts are required prior to the Designer’s final payment.

k. Use of any Asbestos Containing materials is prohibited.

l. Pictures or videos of existing conditions may be made.

m. Near the end of the project the FP&C Project Manager will review the work to determine compliance with FP&C’s ADA Non-Comprehensive Field Checklist. Any accessibility problems identified in this review shall be corrected before the project can be considered complete.

**12. Pre-Closeout Conference**

When the project reaches 75 to 80% completion, the Designer will schedule a meeting with the CMAR contractor, FP&C and the User Agency to review the requirements and procedures for the Final Inspection and Acceptance.