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be deemed to be the notice of termination without cause and the Design/Builder's remedies against the Owner shall be the same as and limited to those afforded the Design/Builder under paragraph 2.3.5.5.

2.3.2.4 The Owner shall have the right to terminate this Agreement and any Notice to Proceed in effect, in whole or in part, without cause upon five (5) calendar days written notice to the Design/Builder. In the event of such termination is for convenience, the Design/Builder's recovery against the Owner shall be limited to that portion of the Design/Builder's compensation earned through the date of termination, for any Notice to Proceed so cancelled, and any costs reasonably incurred by the Design/Builder that are directly attributable to the termination, but the Design/Builder shall not be entitled to any other or further recovery against the Owner.

2.3.2.5 Upon termination, the Design/Builder shall deliver to the Owner all papers, records, documents, Auto CAD files, drawings, calculations, models, and other materials in the Design/Builder's possession or control arising out of or relating to this Agreement.

2.3.2.6 Regardless of the grounds for any termination pursuant to this Article, and notwithstanding any provisions in this Article to the contrary, the Design/Builder's insurance, indemnification, warranties, and maintenance of records obligations shall survive any termination.

2.3.2.7 The Owner shall have the authority to suspend all or any portions of the Services to be provided by the Design/Builder hereunder upon giving the Design/Builder two (2) calendar days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended and then resumed, the Design/Builder shall be granted an extension of time to resume the project and to perform the work and shall be entitled to additional compensation as set forth in the contents of Article 7.7.4.

3 **PART 2 – ARTICLE 3 – Waiver of Claims**

3.3.2 The Design/Builder's acceptance of final payment for Services provided under any Notice to Proceed shall constitute a full waiver of any and all claims, by it against the Owner arising out of the Notice to Proceed or otherwise related to those Services, except those previously made in writing and identified by the Design/Builder as unsettled at the time of the payment. Neither the acceptance of the Design/Builder's Services nor payment by the Owner shall be deemed to be a waiver of any of the Owner's rights against the Design/Builder.

PART 3 – CONTRACT TIME

PART 3 – ARTICLE 1 - Contract Time

3.1.1. All references to time in the contract documents refers to calendar days.

3.1.2. Time is of the essence.

3.1.3. Prior to or within ten (10) days of receiving a written Notice to Proceed by the Owner to perform the Services identified for a particular project, the Design/Builder agrees to submit, review and finalize with the Owner, a computer generated schedule for the performance of the Design Services, based on the

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scope of the Services presented. The Design Services shall be commenced, performed and completed in accordance with the Notice to Proceed and this approved finalized Schedule. Refer to Attachment 3 for required scheduling format.

- 3.1.4. Should the Design/Builder be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the Design/Builder, then the Design/Builder shall notify Owner in writing within five (5) calendar days after commencement of such delay, stating the cause or causes thereof. Failure to provide such notice timely will result in the Design/Builder rights to a possible time extension being waived. Unforeseeable causes include, but are not restricted to: acts of God or of public enemy, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, acts of government or of Owner delays.
- 3.1.5. Unless otherwise expressly provided for in the Notice to Proceed, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Design/Builder's Services from any cause whatsoever, shall relieve the Design/Builder of its duty to perform or give rise to any right to damages or additional compensation from the Owner. The Design/Builder expressly acknowledges and agrees that it shall receive no damages for delay. If the Design/Builder is delayed by items listed above including Owners delays, the Design/Builder's sole remedy, if any, against the Owner will be the right to seek an extension of time to its Schedule; this paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. If through no fault and neglect of the Design/Builder, the services to be provided hereunder have been delayed for a total of six months, the Design/Builder's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs plus OHP experienced by the Design/Builder, if any, as a result of such delays.
- 3.1.6. Should the Design/Builder fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to the Owner hereunder, the Owner at its sole discretion and option may withhold any and all payments due and owing to the Design/Builder until such time as the Design/Builder provides a satisfactory Recovery Schedule and resumes performance of its obligations hereunder in such a manner so as to establish to the Owner's satisfaction that the Design/Builder's performance is or will shortly be back on schedule.

PART 3 - ARTICLE 2 - Contract Duration

- 3.2.1 The Term of this Agreement shall start upon the execution by the parties hereto and the issuance of the Notice to Proceed and shall extend until the completion of the warranty phase activities as set forth, except as may be otherwise agreed to in writing.
- 3.2.2 Time Extensions: A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations of this Agreement. These types of time extensions shall not entitle the Design/Builder any additional compensation.

PART 4 – OWNER’S RESPONSIBILITIES

PART 4 – ARTICLE – 1 Miscellaneous

- 4.1. The Owner shall designate in writing the Project Manager to act as the Owner’s representative with respect to the Services to be rendered under the Notice to Proceed.
- 4.1.1. The Project Manager shall have authority to transmit instructions, receive information, interpret and define the Owner’s decisions with respect to the Design/Builder’s Services under the Notice to Proceed.
- 4.1.2. The Project Manager, nor any other party is authorized to issue any verbal orders or instructions to the Design/Builder that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the:
- 4.1.2.1. The Scope of Services to be provided and performed by the Design/Builder as set forth in the Notice to Proceed;
- 4.1.2.2. The time the Design/Builder is obligated to complete all such Services as set forth in the Notice to Proceed or in the Project Development Schedule submitted and approved pursuant to this Agreement;
- 4.1.2.3. Or the amount of compensation the Owner is obligated or committed to pay the Design/Builder as set forth in the Notice to Proceed;
- 4.1.2.4. Any additional services or change in Project scope or time shall be issued in a duly executed Change Order prior to the starting of a service activity.
- 4.2. The Owner shall consult with the Design/Builder and provide the Design Criteria Package with information regarding requirements for the project, including the Project Scope, and Schedule and will set forth the Owners contemplated design objectives, constraints and criteria, including educational specification, facilities lists, any special or specific space requirements and relationships, flexibility and expandability requirements, special equipment and site requirements that are reasonably necessary for the Design/Builder to perform its services.
- 4.3. The Design/Builder shall download an electronic copy of the District’s Design and Material Standards for the Design/Builders use in developing design and documentation for the Project. These documents are technical specifications and their intent is to convey basic Owner preferences to the Design/Builder. The Design/Builder shall consult with the Owner in regards to any discrepancies or errors found in these documents. The Design/Builder remains responsible for the technical content and accuracy of the documents produced under the terms of this agreement.
- 4.4. The Design/Builder shall download an electronic copy of the Owners Design Criteria for the Design/Builder’s use in developing designs for the project. These Criteria’s are guidelines, which address Owner related issues including but not limited to: ease of maintenance, life cycle costing, and functionality of the facility.
- 4.5. The Design/Builder shall download the Document Submittal Checklist for Plan Review. This checklist is a guideline indicating minimum requirements for the submittal of contract documents for Building Departments Plan Reviews. The completed checklist form is required with each submission for all applicable disciplines.

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- 4.6. As applicable, and where available the Owner shall furnish a legal description and a certified land survey of the Site. The Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of any existing structures and trees, the grade and line of street, pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.
- 4.7. As applicable, the Owner shall furnish the services of soils engineers or other consultants if such services are necessary. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations.
- 4.8. The Owner shall furnish an initial Project Schedule for the project showing activities and critical dates for completion of the project within the allotted time. The Design/Builder will utilize this schedule to develop the Full Project Development Schedule for finalization with the Owner.
- 4.9. The Owner, for existing facilities, and when possible, shall provide As Built and other available documents from the time of the original construction of the Facility. These documents however are not warranted to represent the current existing conditions. The Design/Builder shall perform non-destructive field investigations as necessary to obtain sufficient information to perform services. If necessary, with the Owner's prior approval, destructive testing can be accomplished. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner does encourages the use of destructive test techniques to retrieve information that can be utilized by the Design/Builder to clearly indicate the existing conditions and incorporated this information into the Contract Documents.
- 4.10. The Owner shall arrange for access to and make all provisions for the Design/Builder to enter the site set forth in the Notice to Proceed to perform the Services to be provided by the Design/Builder under this Agreement. The Design/Builder acknowledges that such access may be provided during times that are not the normal business hours of the Design/Builder.
- 4.11. Wherever the terms of this Agreement refer to some action, consent, or approval to be provided by the Owner or some notice, report or document is to be provided to the Owner, such reference to "Owner" shall mean Owner's designee, unless otherwise stated.
- 4.11.1. This excludes approvals of Additional Services or changes to this Agreement.

PART 5 – TERMS AND CONDITIONS

PART 5 – ARTICLE 1 – Insurance

- 5.3.1 Refer to RFP and Design Build General Conditions.

PART 5 – ARTICLE 2 – Ownership and License of Documents and Intellectual Property

- 5.8.1. All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for the Design/Builder, or otherwise provided to the Owner, pursuant to this Agreement

shall be Project Documents. To the extent they have any such rights, the Design/Builder and his consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

- 5.8.2. The Design/Builder shall obtain from each of the Design/Builder's consultants, contractors, subcontractors, and representatives (jointly the Design/Builder's Consultants) either an assignment from the Consultant to the Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license from the Design/Builder's Consultants to the Owner, granting the Owner the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Design/Builder's Consultant has or may have any rights.
- 5.8.3. The Design/Builder and His Consultants shall grant, and hereby does grant, the Owner an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Design/Builder has or may have any rights.
 - 5.8.3.1. As reasonably necessary for archival, safety, and disaster recovery purposes.
 - 5.8.3.2. For submission or distribution, as the Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project.
 - 5.8.3.3. For constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.
 - 5.8.3.4. For the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.
- 5.8.4. Design/Builder and his Consultants shall grant, and hereby does grant, Owner, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license to:
 - 5.8.4.1. Design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document.
 - 5.8.4.2. To use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Design/Builder or Design/Builder's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
 - 5.8.4.3. The Design/Builder hereby consents to any use of any and all Project Documents by any replacement Architects, retained by the Owner; however, the Design/Builder shall not be liable for any portion of the reuse project and the Owner agrees to indemnify and hold Design/Builder harmless from any liability in regards to the reuse Project.

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- 5.8.4.4. Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written consent of the Design/Builder, which consent shall not be unreasonably withheld, conditioned or delayed.
- 5.8.4.5. The Owner may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent Owner of any portion the Project without Design/Builder's prior consent. Further, the Owner shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or the Owner's exercise of any right or license granted herein or pursuant to this Agreement.
- 5.8.4.6. Design/Builder hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the Owner pursuant to this Agreement shall be original in the Design/Builder or the Design/Builder's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, the Design/Builder shall indemnify, protect and hold harmless the Owner, its officers, directors, contractors and employees of any of them (collectively "Indemnities") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by the Design/Builder or the Design/Builder's consultants, or provided to the Owner by the Design/Builder, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Section 725.06, Florida Statutes, including any amendments thereto, in all respects. If any word, clause or provision of this section 8.7 is determined not to be in compliance with Section 725.06, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation complies fully with Section 725.06, Florida Statutes, including any amendments, in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnities are entitled.

END OF TERMS / CONDITION / REQUIREMENTS

ATTACHMENT 2 - DCP

Basic Design Phasing Requirements

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Basic Design Phasing Requirements

1.0 Project Start

- 1.1 The Design/Builder is awarded a Project.
- 1.2 A Project Design kickoff meeting will be requested to review the particulars of the proposed Project. An abbreviated site visit by the Design/Builder with the Program's Project Manager and/or Design Manager may be requested prior to the kick off meeting.
- 1.3 Based on the specific Project Scope, portions of the following design stages and design activities may not be required as part of the Design/Builders scope of work for the particular Project.
- 1.4 These scope determinations will be discussed at the kickoff meeting and an action plan will be developed and issued. Note that the RFP package from the Owner may indicate some preliminary scope determinations, which will also be discussed for the Design/Builder's input.

2.0 Pre-Design

- 2.1 Prior to commencing work The Design/Builder shall have received a fully executed Authorization to Proceed.
- 2.2 Visit and inspect the site to verify if existing conditions conform to those portrayed on information as may have been provided by the Owner:
- 2.3 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project's applicable scope of work and its intent.
 - 2.3.1 All applicable above ceiling areas.
 - 2.3.2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.
 - 2.3.3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
 - 2.3.4 Roofing, waterproofing and building envelope systems.
 - 2.3.5 Site drainage systems and water retention characteristics.
 - 2.3.6 Determine average condition of fixed equipment.
 - 2.3.7 Life safety, fire alarms, public address, generators and emergency lighting.
 - 2.3.8 ADA requirements.
- 2.4 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are

authorized in advance by the Owner.

- 2.5 Room and space size and relationship requirements are to be extracted and organized based on the SREF requirements.
- 2.6 Subsidiary spaces and sizes are to be extracted and organized based on the SREF requirements.
- 2.7 A preliminary SREF Space Chart Form shall be generated at this time.
- 2.8 Investigate and response/react to any defined required design concept or theme presented in the ATP shall be provided. Response can be in any format. Photos, sketches, narrative.
- 2.9 The Risk Analysis and Solutions provided by the Design/Builder as part of the RFP Submittal will be discussed. Follow up actions required for each item that remains pending after this initial review will be documented.
- 2.10 The Design/Builder shall preform a building code analysis.

3.0 Pre-Design Review Meeting

- 3.1 The purpose of this review shall to be to review all known aspects of the proposed project to date and to make determinisms for the next stage. The review shall include the following:
 - 3.1.1 Impact of existing conditions.
 - 3.1.2 Spatial and functional relationships
 - 3.1.3 Site relationships
 - 3.1.4 Room listings, sizes and functions
 - 3.1.5 Risk Analysis factors
 - 3.1.6 Building Code Analysis
 - 3.1.6.1 Occupancy classifications
 - 3.1.6.2 Possible and Proposed construction types.
- 3.2 The Design/Builder shall present the alternative approaches to the use, and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, shall make recommendations among such alternatives, including site locations of building additions.
- 3.3 Based on this review, an Action Plan will be developed and distributed. Pending the

directions to be taken, a new ATP may be required.

4.0 Conceptual Design

4.1 Prior to the start of work for the Conceptual Design stage, the Design/Builder shall receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

4.2 A Basis of Design Report shall be developed by the Design/Builder based upon, the information gathered from the site review, the ATP requirements and the extraction of the defined space requirements and accessory spaces as per the SREF requirements, and any direction provided as a result of the Pre-Design Review Action Plan. The Basis of Design Report will include the following information.

4.2.1 Alternative spatial relationships and site relationships are to be evaluated

4.2.1.1 Site relationships are to be further defined and illustrated by outline plans inserted onto a site plan.

4.2.1.2 Pending the Site particulars and pending the program, more than one building solution may be required.

4.2.2 Spatial adjacency and functional relationships are to be further defined and integrated and illustrated by outline plans.

4.2.2.1 Circulation and egress requirements are to be further defined and indicated on the outline plans.

4.2.3 Alternative building elevations to be provided for primary exposed façade and at a primary connection to an existing condition façade.

4.2.4 Building Section thru the primary new functions of proposed new spaces. Relationship with existing conditions shall also be presented.

4.2.5 The OEF Space Chart Form shall be updated at this time.

4.2.6 The Design/Builder shall report as to the status of the selections of materials and discuss any changes or additions from previous discussions.

4.2.7 The Design/Builder shall report as to the status of the recommended building systems and equipment and discuss any changes or additions from previous discussions.

4.2.8 The Design/Builder shall report as to the status of the potential construction methods, the optional methods of project delivery and to discuss any changes or additions from previous discussions.

4.2.9 The Risk Analysis shall be updated as a result of, new discoveries and

resolution of items thru the current progress.

4.3 A Projected Construction Cost analysis and statement shall be provided at this time.

5.0 Concept Design Review Meeting

5.1 The purpose of this review shall to be to review the status and progress of the proposed project to date and to make determinisms for the next step. The review shall include the review of items 4.2.1 thru 4.3 above.

5.2 Based on this review, an Action Plan will be developed and distributed.

5.2.1 Pending the scope of the Project, this review may be a 2 step review. The Design/Builder may be required to present the Project to a Design Review Committee or to the School Board. (note: in most cases, this requirement will be identified in the Design Criteria's Project Specific Process Requirements. Attachment A1 DCP.

6.0 Schematic Design

6.1 Prior to the start of work for the Conceptual Design stage, the Design/Builder must receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

6.2 The Design/Builder shall prepare, submit and present for approval by the Owner a Schematic Design Report Package, comprised of the SREF requirements for Schematic Design Documents and Schematic Design Studies.

6.2.1 Any special requirements affecting the Project shall be identified.

6.2.2 A statement of Projected Construction Cost.

6.2.3 The OEF Space Chart Form updated and formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

6.2.3.1 Provide room name and number listing in a (room finish) re-usable format – with columns for SFs at this time.

6.2.4 Site Survey -- A hardcopy and electronic media copy of the site survey with the following information: the legal description of the site, acreage, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, and use. The site survey may be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic

media formats.

6.2.5 Schematic Design Documents

- 6.2.5.1 These documents shall be schematic, responding to the Project requirements. In addition to SREF requirements and information required by the Owner's document submittal checklist for schematic design.
- 6.2.5.2 A Transmittal Form.
- 6.2.5.3 A site plan showing acreage, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas with accessible spaces identified,, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other re-locatable or temporary structures, community use buildings, phased construction, preliminary soil borings. (At Plan review stage and CD review stage, a statement will be required to be included on the site plan identifying the FEMA flood plain and the velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.)
 - 6.2.5.3.1 Indicate general locations, of service and preliminary service requirements with all utility companies (Florida Power and Light, Owner selected phone service, cable TV, water, sewer, storm drainage and any other identified utility service.
 - 6.2.5.3.2 Environmentally sensitive site areas as identified on the Owner provided Environmental Study (per Section 235.193, F.S.) to be indicated on the plans along with any identified related requirements for these areas.
- 6.2.5.4 Floor plans showing over-all dimensions, room names, door locations, accessible building exits, occupant loads of each space, any existing buildings and its use. Previously planned future additions, if additions are still planned. (Owner to confirm) and any known planned construction on site or adjoining the site. (Owner to confirm)
- 6.2.5.5 Provide a life-safety plan delineating the paths of travel, the source

and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems e.g. kitchen hoods, halon, CO2 systems, etc. Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.

- 6.2.5.6 Provide elevations and sections of the building to illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships.

- 6.2.5.7 An Outline Demolition Plan

- 6.2.5.7.1 Indicate spaces impacted by demolition. And show where and how impacted spaces are integrated into the new plan. This shall be 2 reduced size plans on 1 sheet.

- 6.2.5.8 Schematic Project Manual

- 6.2.5.8.1 Outline Specifications for Division 2-17
 - 6.2.5.8.2 Schematic Room Finish Schedule (still with sf columns)

- 6.2.6 Schematic Design Report Brochure

- 6.2.6.1 The brochures shall have heavy stock covers and plastic comb or metal spiral binding. 8 ½ x 11 format. Additional copies of this Schematic Design Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner

- 6.2.6.2 The Brochure shall include:

- 6.2.6.2.1 A summary design statement indicating the general design intent, conceptual development,
 - 6.2.6.2.2 A facilities list including the number of spaces, net/gross square footages (separate from the OFE Chart)
 - 6.2.6.2.3 Colored Plans,
 - 6.2.6.2.3.1 Site
 - 6.2.6.2.3.2 Building elevations
 - 6.2.6.2.3.3 Building sections,
 - 6.2.6.2.3.4 Any applicable sketch perspectives

6.2.6.2.3.5 Miscellaneous diagramming, photographs of any applicable massing and building models.

6.2.6.2.4 Narrative discussions and descriptions of preliminary materials selections, components, assemblies, and systems for:

6.2.6.2.4.1 Landscape

6.2.6.2.4.2 Civil

6.2.6.2.4.3 Structural

6.2.6.2.4.4 Mechanical

6.2.6.2.4.4.1 Mechanical Requirements Specific to Remodeling and Addition Projects:
Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment

6.2.6.2.4.5 Electrical

6.2.6.2.4.5.1 Electrical Requirements Specific to Remodeling and Addition Projects:
Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room

6.2.6.2.4.6 Plumbing

6.2.6.2.4.7 Misc. technical

6.2.6.2.4.8 Architectural

6.2.7 An Updated Project Development Schedule:

6.2.7.1 This schedule shall be in compliance with the initial Project Schedule and is for approval by the Owner. This schedule shall show activities including but not limited to the Design/Builder's design and coordination efforts and the Owner review/ approval periods.

6.2.7.2 This schedule shall also include all activities known at this stage of the project's development including any projected or preliminary requirements for moving portables, relocating classrooms, removing and storing furniture, hazardous material abatement, any work by the Owner, separate contractors, on-site utilities and equipment and any other activities that may impact the construction of the project. The schedule shall also include any identified offsite work.

- 6.2.7.3 This schedule shall also include the site approval reviews, and the permitting process.
- 6.2.7.4 The schedule to be generated in electronic media software with a bar chart format.
- 6.2.8 Statement of Projected Construction Cost: The Design/Builder shall submit to the Owner for review and approval a schematic design phase estimate of projected construction cost itemized by major categories based on the expected bid date.
- 6.2.9 The Design/Builder shall determine the municipal, county and other jurisdictional agencies that will require site plan coordination and/or approval for the Project and will determine/confirm the permitting and review strategies and update the Project Development Schedule and generate a freestanding Permitting Schedule.
 - 6.2.9.1 The Design/Builder shall prepare applications for these site plan and coordination reviews directly after approval of the Schematic Design Package as appropriate to this phase of the project. The Design/Builder shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.
- 6.3 Schematic Design Package - Submittal Requirements
 - 6.3.1 The Design/Builder shall submit for Owner approval:
 - 6.3.1.1 Plans
 - 6.3.1.1.1 Three (3) copies of all full size documents are required under this Phase
 - 6.3.1.2 Schematic Design Report Brochure
 - 6.3.1.2.1 Three (3) copies
Quantity pending review requirements
 - 6.3.1.3 Project Development Schedule
 - 6.3.1.3.1 Three (3) copies
 - 6.3.1.4 Projected Construction Cost Report
 - 6.3.1.4.1 Three (3) copies

6.4 The Design/Builder shall provide presentations of the Schematic Design to:

6.4.1 The Owner's staff

6.4.2 Design Review Committee (if required, add 5 copies of brochure)

6.4.3 The School Board of Broward County, Florida, (if required, add 10 copies of brochure)

7.0 Design Development (60%)

7.1 The Design/Builder is to proceed with Design Development and all adjustments to the Project Scope, Schedule, and Budget from the Schematic Design Review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

7.2 The Design/Builder shall prepare, submit and present for approval by the Owner, a Design Development Report Package, comprised of the SREF requirements documents and the following:

7.2.1 Project Transmittal Form

7.2.2 OEF form 208 (a) "SREF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

7.2.3 Documents: These documents shall be design development package corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase I requirements, SREF requirements, and any specific Owner provided informational needs, the documents shall include the following:

7.2.4 Drawing Package Information Sheets

7.2.4.1 Cover Sheet

7.2.4.1.1 Cover sheet will include the following information

7.2.4.1.1.1 Facility name

7.2.4.1.1.2 Project description

7.2.4.1.1.3 SBBC Project number

7.2.4.1.1.4 Listing of consultants

7.2.4.1.1.5 School board members and titles

7.2.4.1.1.6 School board logo

7.2.4.1.1.7 Location map

7.2.4.1.1.8 Document package type

7.2.4.2 Index of Drawings

7.2.4.2.1 The full index of drawings will be in the Architectural Set

7.2.4.3 General Information Sheets

7.2.4.3.1 All disciplines will have the following information sheets.
This information may require multiple sheets.

7.2.4.3.1.1 Abbreviations

7.2.4.3.1.2 Reference symbols

7.2.4.3.1.3 Materials legend

7.2.5 Architectural and Civil site plan(s) showing, (in addition to Schematic Design site survey requirements), the proposed design for: landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water piping and physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

7.2.5.1 A statement, signed and dated by the Design/Builder or his designated Consultant, shall be included on the site plan identifying the number of existing trees, the number and size of required trees, and the number of new trees to be planted (signatures required at 90% CD package).

7.2.6 Building Plans

7.2.6.1 General

7.2.6.1.1 By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves, emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility on the appropriate discipline plans.

7.2.6.1.2 By symbol, indicate connections and tie-ins to any existing equipment on the appropriate discipline plans.

7.2.6.1.3 Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes. Distinguish between new and existing areas.

7.2.6.2 Floor plans

7.2.6.2.1 Drawn at 1/8 inch or larger scale showing typical student occupied spaces or special rooms with dimensions, public facilities, stairs, elevators, and identification of accessible areas.

7.2.6.3 Floor plans

7.2.6.3.1 Drawn at 1/4 inch or larger scale showing typical spaces

or special rooms with dimensions, equipment and furnishing layouts, door and window locations.

- 7.2.6.3.2 Reflected ceiling plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.
- 7.2.6.4 Roof plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, equipment layouts.
- 7.2.6.5 The life-safety plans shall be updated to reflect modifications as a result of the design progress. Indicate the paths of travel, the source and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems. (kitchen hoods, halon, CO2 systems, etc.) Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.
- 7.2.6.6 A Proposed Project Phasing Floor Plan drawn at an architectural scale that will allow the entire facility to be shown contiguous, on one sheet, which indicates project phasing as applicable to the Project.
- 7.2.6.7 Existing Facility Accessibility Criteria
 - 7.2.6.7.1 For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
 - 7.2.6.7.2 Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.
 - 7.2.6.7.3 Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.
- 7.2.6.8 Open Space Concept Criteria

- 7.2.6.8.1 When planning open space schools or administrative spaces, a floor plan shall be submitted showing the methods used to permanently define the means of egress, such as surface finish or color.
- 7.2.6.9 All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale and massing of the facility.
- 7.2.6.10 Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.
- 7.2.6.11 Structural Plans
 - 7.2.6.11.1 Preliminary Structural Drawings including plans and sections indicating anticipated systems, connections and foundations.
- 7.2.6.12 Mechanical Plans
 - 7.2.6.12.1 Single line Ductwork layouts shown on half tone reflected ceiling plans. Diffuser and return air locations as coordinated with Architectural and Electrical lighting plans.
 - 7.2.6.12.2 Identify locations of Mechanical rooms and equipment, any grease trap(s), any LP gas tank locations, natural gas pipe lay out, and tie ins to existing utilities.
 - 7.2.6.12.3 Provide Proposed Mechanical Zoning Plan (as applicable).
- 7.2.6.13 Plumbing Plans
 - 7.2.6.13.1 Indicate all plumbing fixtures and all tie in locations.
 - 7.2.6.13.2 Provide Fixture Unit Counts and Calculations.
- 7.2.6.14 Fire Protection Plans
 - 7.2.6.14.1 Provide Proposed Fire Protection Zoning Plan (as applicable).
- 7.2.6.15 Electrical Drawings
 - 7.2.6.15.1 Lighting layouts for interior and exterior spaces shown on half tone reflected ceiling plans as coordinated with

Mechanical and Architectural.

- 7.2.6.15.2 A one line diagram of the electrical distribution system.
- 7.2.6.15.3 Provide layout indicating security systems devices and control zones.
- 7.2.6.15.4 Locations of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of the intercom console, ITV head end and tower, master clock, fire alarm panel. Show locations of mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections.

7.2.7 Project Manual

- 7.2.7.1 Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Design/Builder and those that will be provided by the Owner or others.

7.2.7.2 Outline specifications:

- 7.2.7.2.1 Current format of CSI Specification Numbering System shall be utilized (based on contract date).

7.2.7.2.1.1 Division 1

- 7.2.7.2.1.1.1 Division 1 to be updated from the Schematic Design submittal
- 7.2.7.2.1.1.2 Schematic Room Finish Schedule updated from schematic (SF columns still present).

7.2.7.2.1.2 Divisions 2 through 17

- 7.2.7.2.1.2.1 Provide outline specifications with general description of all systems and components.

7.2.7.3 Geotechnical Engineer's Report

- 7.2.7.3.1 Provide proposed method of treatment for unusual conditions.

- 7.2.8 Office of Educational Facilities Life-Cycle Cost Analysis (LCCA). LCCA shall be submitted to the Owner for review and approval with the Design Development documents.
 - 7.2.8.1 LCCA shall be by a commercially available life-cycle cost analysis program.
- 7.2.9 Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Owner for review and approval with the Design Development documents.
- 7.2.10 Statement of Projected Construction Cost:
 - 7.2.10.1 The Design/Builder shall submit to the Owner for review and approval a Design Development phase estimate of projected construction cost itemized by major categories. The Format for this estimate is to follow the content of the Project's Outline Specification for Divisions 2 through 17.
 - 7.2.10.1.1 Key differences between the Schematic Design and the Design Development cost are to be summarized.
- 7.2.11 An updated Project Development Schedule reflecting development and anticipated schedules for all new and existing subsequent project activities.
- 7.2.12 A written response from the Design/Builder and each of the Consultants, explaining how each previous Owner and reviewing agencies review comments have been addressed.
- 7.2.13 F.I.S.H Data Requirements
 - 7.2.13.1 A simplified single line floor plan of the project;
 - 7.2.13.2 A spreadsheet format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to the Owner's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing F.I.S.H. (Florida Inventory of School Houses) information. The Design/Builder shall coordinate with and utilize the Owner's F.I.S.H requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this

Design Development submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions.

7.2.14 Existing Hazardous Materials

Provide a letter to the owner advising of the extents of potential hazardous materials as indicated and provided by The PPO Division of the Facilities and Construction Group. Outline the optional or alternate means of removal and timing of removal for Owner review and direction.

7.2.14.1.1 Integrate the impact of the Hazardous materials with the Project Development Schedule.

7.2.14.1.2 Integrate the impact of the Hazardous materials Statement of Projected Construction Cost and other documentation.

7.2.15 Preliminary color boards to review the color selections for all finish materials with the Owner.

7.2.16 Preliminary samples as requested by the Owner.

8.0 Design Development Package - 60% Submittal Requirements

8.1 The Design/Builder shall submit the following for Owner approval:

8.1.1 Plans

8.1.1.1 Three (3) copies of all full size documents

8.1.2 Design Development Report Brochure

8.1.2.1 Three (3) copies

8.1.3 Project Development Schedule

8.1.3.1 Three (3) copies

8.1.4 Projected Construction Cost Report

8.1.4.1 Three (3) copies

8.1.5 Life-Cycle Cost Analysis

8.1.6 Energy Efficiency Code Analysis

8.1.7 Response to Schematic Design Comments

- 8.1.8 F.I.S.H Data Requirements
- 8.1.9 Hazardous Materials letter
- 8.1.10 Updated Discipline Narratives
- 8.2 The Design/Builder shall provide presentations of the Design Development to:
 - 8.2.1 the Owner's staff
 - 8.2.2 Design Review Committee (if required, add 5 copies of brochure)
 - 8.2.3 The School Board of Broward County, (if required, add 10 copies of brochure)
- 9.0 Construction Documents Development – 90% complete
 - 9.1 The Design/Builder is to proceed with the Construction Documents and all adjustments to the Project Scope, Schedule, and Budget from the Design Development review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.
 - 9.2 The Design/Builder shall prepare, submit and present for approval by the Owner, a Construction Document Report Package.
 - 9.3 This Construction Document Report Package shall include the following items:
 - 9.3.1 Project Transmittal Form (Form 1310b)
 - 9.3.2 An updated OEF form 208(a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
 - 9.3.3 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered Design/Builder.
 - 9.3.4 Final Calculations:
 - 9.3.4.1 Structural systems
 - 9.3.4.2 Mechanical systems
 - 9.3.4.3 Electrical systems
 - 9.3.5 Drawings:
 - 9.3.5.1 All construction documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.
 - 9.3.5.2 Preliminary staging area plans to delineate staging areas, site barriers and other area designations to control and

separate as required, students, faculty, staff and the public from construction activities and traffic.

9.3.6 Project Manual

- 9.3.6.1 All Project Manual documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.

9.3.7 Project Development Schedule

- 9.3.7.1 Updated and formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, Owner occupancy, mid all other significant Project events. Format updated schedule as a Gant Chart type schedule with mile stones.

9.3.8 Color boards

- 9.3.8.1 Boards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the Owner and to establish a final pallet of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

9.3.9 Design Development Comment Responses

- 9.3.9.1 Letters from the Design/Builder and each of the major technical disciplines and any necessary Consultants or explaining how each previous Design Development comment has been addressed.

9.4 Construction Documents - 90% complete – Submittal Requirements

9.4.1 The Design/Builder shall submit the following for Owner approval:

9.4.1.1 Transmittal Form

9.4.1.2 Plans

- 9.4.1.2.1 three (3) copies of all full size documents

9.4.1.3 A completed Building Department document submittal checklist

9.4.1.4 Reports and Brochures

- 9.4.1.4.1 three (3) copies

10.0 Jurisdictional Plan Approvals

- 10.1 Prior to the commencement of the Construction Documents – 100%, and early enough to ensure that the contractor is not delayed by permit processing, the Design/Builder shall, with the owner's assistance, file the required documents for approval by governmental authorities, local, State or Federal, having jurisdiction over the portions of the Project and obtain certifications of "permit approval" by these limited jurisdictional reviewing authorities. In cases, this activity or portions of this activity will not commence until such time as the Construction Documents are 100% complete.
 - 10.1.1 The Design/Builder shall provide the documents required for submittal to all of these governmental authorities.
 - 10.1.2 The Design/Builder shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by the various jurisdictional agencies.

11.0 Construction Documents Submittal – 100%

- 11.1 The Design/Builder is to proceed with the completion of the construction documents and all adjustments to the Project Scope, Schedule, and Budget from the 90% construction document review comments as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.
- 11.2 Construction Documents 100% Submittal: The Design/Builder shall make a 100% Construction Documents submittal, for approval by the Owner.
 - 11.2.1 All documents for this phase shall be provided in both hard copy and in electronic media.
 - 11.2.2 Signed and Sealed Documents and Statements of Compliance
 - 11.2.2.1 Only complete documents, properly signed and sealed by the Design/Builder and respective Consultants, will be accepted for review.
 - 11.2.2.2 These documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge and belief these documents are complete, and comply with the State Requirements for Educational Facilities.
 - 11.2.3 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from

drawings and the project manual.

11.3 The following items shall be included with the 100% Construction Document submittal.

11.3.1 In addition to 100% complete Construction Documents the following items are to be integrated into this Construction Document – 100% Submittal.

11.3.1.1 Mechanical and Electrical Documents shall indicate that the approved systems from the Design Development FEEC/LCCA analysis have been incorporated into the documents.

11.3.1.2 Project Manual

11.3.1.2.1 The Design/Builder shall insert Division 0 and Division 1 into the specifications.

11.3.1.2.1.1 The Design/Builder shall not add or delete items from the Division 0 and Division 2 documents without prior written approval from the Owner.

11.3.1.2.2 Approved list of alternate bid items, as authorized by the Owner shall be integrated into the project bid documents and the specifications.

11.3.1.3 As required, a threshold building inspection plan, prepared by the Design/Builder/Builder, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S., shall be submitted to the Owner for review and approval with the 100% Construction Documents.

11.3.1.3.1 Threshold building inspection plan documents are required for the following conditions:

11.3.1.3.1.1 Any building greater than three (3) stories or fifty (50) feet in height.

11.3.1.3.1.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and/or an occupant load of five hundred (500) or more persons.

11.3.1.4 An Updated Statement of Projected Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

- 11.3.1.4.1 If this Statement of Projected Construction Cost exceeds the construction Budget, the Design/Builder shall review materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project for Owner approval for integration into the documents.
 - 11.3.1.5 A letter from the Design/Builder and each of the major technical Consultants explaining how each comment for the Construction Document 90% Review, has been addressed.
 - 11.3.2 The Design/Builder and his Consultants, as necessary, shall attend coordination, review and presentation meetings with the Owner to explain the development of the design concept and the technical resolutions of the building or site systems as shown in the Construction Document 100% Submittals.
 - 11.3.3 After Owners review of the 100% Construction Documents, the Design/Builder shall make all required changes or additions and resolve all comments. A final Check Set shall be returned to the Owner for final approval.
 - 11.3.4 Upon final approval by the Owner, the Design/Builder shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner for submittal to the designated Plan Review Agency.
 - 11.3.5 Building Department plan review comments to be reviewed with the Owner and integrated into the documents.
 - 11.3.6 This submittal will also become the official bid document set after all Plan review comments are integrated and approved by the building department.
 - 11.3.7 Design/Builder shall assure the Owner that all jurisdictional, mandatory requirements are complete.
- 12.0 Bidding and Award of Subcontracts
 - 12.1 The Design/Builder and the Owner shall discuss the Design/Builders subcontractor award strategy at each weekly scheduled meeting.
 - 12.1.1 The complete bidding process and its costs are the responsibility of the Design/Builder.

13.0 Administration of the Construction Contract

13.1 Duration

- 13.1.1 The Construction Administration Phase will begin with the start of Construction and will end when the Design/Builder's final Payment Certificate is approved by the Owner.
- 13.1.2 During this period, the Design/Builder shall provide Administration of the Construction Contract as set forth in the Contract Documents between the Owner and the Design/Builder.

13.2 The Owner's Design Criteria Professional shall advise and consult with the Owner and shall have authority to act on behalf of the Owner within the limits established the Contract Documents. The Owners Design Criteria Professional shall contemporaneously provide the Owner with copies of all communications between the Design/Builder and the Design Criteria Professional and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

13.3 The Design/Builder and his Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule.

13.3.1 Site Visits

13.3.1.1 Design/Builder - Site Visits.

- 13.3.1.1.1 The Design/Builder's Consultants shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule.
- 13.3.1.1.2 The Design/Builder's Consultants shall coordinate the timing of these visits with the Owner's Representative and Design Criteria Professional and the Weekly Progress Meeting, so as to permit joint observations of the progress of the Work.
- 13.3.1.1.3 The Design Criteria Professional shall keep Owner informed of the progress and quality of the Work on the basis of the on-going site visits.

- 13.3.1.1.4 The Design/Builder's Consultants shall submit to the Design/Builder with a copy to the Owner and the Design Criteria Professional, a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with the Design/Builder's team.
 - 13.3.1.1.5 The Design/Builder shall report to Owner any defects and deficiencies in the Work coming to the attention of Design/Builder.
 - 13.3.1.1.6 The Design/Builder shall make on-site observations utilizing the same personnel over the course of the Work.
 - 13.3.1.2 The Design/Builder shall assist the Owner in determining the cost of re-inspections due to any subcontractor's failure to perform.
- 13.3.2 Design/Builder's Consultants – Site Visits
 - 13.3.2.1 The Design/Builder's Consultants will be required to visit the site at least once a week when their respective portion of the work is in progress. The visits shall coincide with the Weekly Progress Meeting.
 - 13.3.2.1.1 The Consultants shall submit to the Design/Builder a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with the Design/Builder's team for the Design/Builder's and the Design Criteria Professional's review and consultation with the Owner.
 - 13.3.2.1.2 The Consultants shall report to Design/Builder any defects and deficiencies in the Work coming to the attention of Consultant for the Design/Builders and the Design Criteria Professional's review and consultation with the Owner.
 - 13.3.2.1.2.1 Each Consultant shall maintain a listing of such items and track the items for closure.
- 13.4 The Design Criteria Professional shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 13.5 The Design Criteria Professional shall at all times, have access to the Work whenever it is in preparation or progress.
 - 13.5.1 The Design Criteria Professional shall review and advise the Owner as to whether the Design/Builder is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents.
 - 13.5.1.1 Complete notations to the "as built" drawings shall include, but not be limited to all changes due to RFIs, ASIs, CODs, and COs.
 - 13.5.1.2 Shop drawings are included as requiring the as built notations.
 - 13.5.2 The Owner may require the Design/Builder and his Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.
- 13.6 The Design Criteria Professional shall assist Owner in determining the amounts owing to Design/Builder based on observations at the site and on evaluations of Design/Builder's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as Owner may request.
 - 13.6.1 The certification of a Certificate for Payment shall constitute a representation by the Design Criteria Professional to the Owner, based on the Design Criteria Professional observations at the site and on the data comprising the Design/Builder's Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in substantial accordance with the contract documents and that Design/Builder is entitled to payment in the amount certified.
 - 13.6.1.1 The certification of a Certificate for Payment is not an acceptance of any in place or stored, work, materials or equipment.
- 13.7 The Design Criteria Professional shall render written advisory decisions, within a reasonable time on all claims, disputes and other matters in question between Owner and Design/Builder relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 13.8 All interpretations and advisory recommendations of the Design Criteria Professional shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter, the Design Criteria Professional shall endeavor to secure faithful performance by both the Owner and the Design/Builder, and shall not show partiality to either.

- 13.9 The Design Criteria Professional shall recommend to the owner, the rejection of Work which does not conform to the Contract Documents.
- 13.10 The Design Criteria Professional shall not have authority to stop the Work without approval of the Owner.
- 13.11 Whenever, in the Design Criteria Professional's opinion, it is necessary or advisable, the Design Criteria Professional shall recommend/advise to the owner, that special inspection or testing of the Work in accordance with the provisions of the Contract Documents shall occur, whether or not such Work be then fabricated, installed or completed.
- 13.11.1 Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or provide documentation that the item has previously been approved via inspection or testing.
- 13.11.2 The Design Criteria Professional shall monitor all such testing or inspections.
- 13.12 The Design/Builder shall promptly review, and take other appropriate action upon Design/Builder's submittals such as shop drawings, product data and samples, per conformance with the design concept of the contract documents. Such action shall be taken within fourteen (14) days of receipt by Design/Builder unless Owner and Design/Builder otherwise mutually agree.
- 13.12.1 Design Criteria Professional's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures.
- 13.12.2 Design Criteria Professional shall maintain a log of all submittals made and shall compare the submittals with Design/Builder's progress schedule.
- 13.12.3 The Design Criteria Professional shall not approve changes to the contract or substitutions through the regular submittal process.
- 13.12.3.1 All final decisions with respect to substitutions, Request for Proposals, Change Orders, and other contract modifications shall be at the sole determination of the Owner.
- 13.12.4 The Design Criteria Professional shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the

Design/Builder under provisions of the Contract Documents.

- 13.12.5 The Design Criteria Professional will advise the Owner of the circumstances of all Submittal reviews requiring more than fourteen (14) days processing time.

14.0 Design Change Management

- 14.1 The Design Criteria Professional shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through Owner.
 - 14.1.1 The Design Criteria Professional shall provide recommendations concerning Request for Proposals, Change Orders, and Construction Change Directives and for their preparation, permitting and issuance to the Design/Builder.
 - 14.1.2 The Design Criteria Professional shall coordinate with the Owner and comply with the Owner's written procedure and "Construction" Contract concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives... what is, where is the written procedure??
 - 14.1.2.1 Meet with the Owner's Project Manager prior to the preparation and execution of Request for Proposals and Change Order items to ensure that the changes comply with the intent of the proposed changes relative to the Project's original scope, the construction schedule and to Design/Builder entitlement for additional sums or contract time for the proposed Work.
 - 14.1.2.2 Submit written and graphic information documenting proposed changes for formal review by the Owner's Project Manager and Cost Estimator prior to the issuance to the Design/Builder.
 - 14.1.2.3 Review and indicate concurrence through signing the Request for Proposals etc. for Owner's authorization.
 - 14.1.2.4 Process, prepare and issue contract modification documents, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Design Criteria Professional shall provide written notification to the Owner concerning those modification documents requiring more than fourteen (14) days processing time

with an attached explanation of the circumstances requiring longer processing time.

15.0 Cost Management Responsibilities

- 15.1 The Design Criteria Professional shall review and analyze all proposals submitted by the Design/Builder relative to scope changes, cost impacting items, and time impacting items.
- 15.2 The Design Criteria Professional shall present his findings to the Owner.
- 15.3 The Design Criteria Professional shall, at the Owners request, review the proposals and his analyze with the Design/Builder in review sessions with the Owner.
- 15.4 The Design Criteria Professional shall log and track all proposals provided to him for his review.

16.0 Substantial Completion

- 16.1 Upon request to be awarded Substantial Completion by the Design/Builder, The Design Criteria Professional shall schedule a joint inspection of the work with the Design/Builder. The Design/Builder shall provide a copy of his punch list to the Design Criteria Professional for use in the review to add and subtract items from the list. Upon completion of the review the Design Criteria Professional shall compile an Official Punch List of the work not complying with the Project Documents. He shall evaluate the cost to complete the work and if it does not exceed 2% of the total contract value, in his opinion, the Design Criteria Professional shall issue a Certificate of Substantial Completion to the Design/Builder.
- 16.2 The Design Criteria Professional shall administer the Design/Builder's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents.
- 16.3 The Design Criteria Professional shall review, and forward to Owner for Owner's review, written warranties, operations and maintenance manuals as required by the Contract Documents as assembled by the Design/Builder.
 - 16.3.1 The Design Criteria Professional and the Consultants shall verify and confirm the Design/Builder's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents.

- 16.4 Design Criteria Professional shall inspect the Project upon Design/Builder notice stating the work has completed 100%. If the Design Profession agrees, he shall advise the Owner in writing to schedule a final walk thru with the Owner and the Design/Builder. If the Owner agrees. The Design Criteria Professional and the Design/Builder's Design Professional shall prepare and execute the required forms and documents indicating that the Work is completed in compliance with the Contract Documents.
- 16.5 At the appropriate time, the Design Criteria Professional shall certify Design/Builder's final certificate for payment.
- 16.6 The Design/Builder shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Design/Builder has revised to conditions based on information furnished by the Design/Builder as Project Record Documents.
 - 16.6.1 These prints and electronic media copies shall become the property of the Owner.
 - 16.6.2 Submittal of these documents to the Owner is a condition of final payment to the Design/Builder.

17.0 Warranty Administration

- 17.1 The Design/Builder shall for one year following substantial completion of the construction project, assist the Owner, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to the Owner and Contractor.

END of Basic Design Phasing Requirements

ATTACHMENT 3 - DCP

Identified Codes Regulations Standards

Identified Design Criteria

General Notes:

1. The listing below, may or may not contain all of the potential Project Codes Regulations and Standards for a Project.
2. The Design Professional shall identify any and all codes, regulations and guidelines required for the Project.
3. The Design Professional shall resolve any conflicts encountered between any of the codes, regulations standards and SBBC guidelines.
4. The Design Profession shall advise the Owner in writing immediately upon the discovery of a conflict.
5. Projects shall be designed to the requirements of the following List of Codes Regulations and Standards unless notified by the owner otherwise.

List of Identified Codes Regulations Standards:

1. SBBC Design and Material Standards.
2. SBBC Design Criteria.
3. Florida Building Code (FBC) (latest edition).
4. Florida Fire Prevention Code (latest edition).
5. National Electrical Code (NEC).
6. Florida Department of Education, Office of Educational Facilities-State Requirements for Educational Facilities (SREF) as referenced in FBC Section 423.
7. Bureau of Elevators of the Department of Business Regulation according to Chapter 399 of the Florida Statutes.
8. Site design shall comply with "Crime Prevention through Environmental Design" principles (CPTED).
9. City Zoning requirements.

10. Building setbacks requirements shall be set by the most stringent of:
 - Florida Building Code -Section 423,
 - SREF
 - local authorities having jurisdiction.
11. Site and building drainage shall be in compliance with:
 - FBC
 - BCDPEP
 - SFWM and all other applicable regulations
 - DERM.
11. Americans with Disabilities Act and Accessibility Guidelines (ADAAG).
12. Florida Department of Community Affairs-Florida Accessibility Code for Building Construction (FACBC).
13. ANSI Standard S12.60-2002, Acoustical Performance Criteria, Design Requirements and Guidelines for Schools.
14. Comply with Florida Standard for Radon-Resistant New Commercial Building Construction (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air).
15. EPA Handbook for Sub-Slab Depressurization for Low Permeability Fill Material (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air).
CHECK SPECS
16. Underwriters Laboratories UL-790 and ASTM E-108 requirements for Class A fire rating for roof coverings.
17. The glazing Maximum Solar Heat Gain Coefficient (SHGC) is based upon the minimum and optimized levels of energy performance for the entire building project subject to the mandatory and prescriptive requirements of ASHRAE/IESNA Standard 90.1-2007.
18. Maneuvering clearances at doors to comply with:
 - FBC
 - SREF requirements.
19. LEED for Schools v3.0 rating system, and all referenced codes as stated therein.
Check specs

- 20. Wind loading design pressures **check specs**
 - FBC for High Velocity Hurricane Zones (HVHZ) (ASCE 7)
 - FBC Section 423 for EHPA enclosures
 - Miami Dade NOA.
- 21. Comply with all the various agencies with jurisdiction on the site.
- 22. Florida Department of Transportation (FDOT), where applicable.
- 23. Utility Company Regulations.
- 24. Other.

ATTACHMENT 4 - DCP

Sample Permit Tracking Format



Attachment 4 DCP
SAMPLE PERMIT TRACKING FORMAT

Project Title: _____
SBSC Project Manager: _____
Design/Engineering Firm: _____

Note: The following is intended to be a guideline of the list of permits and required documents that may be required for the project; however the list is not all inclusive and it is the responsibility of the design/engineering professional to obtain all applicable permits and/or approvals.

General Instructions: This form is also intended to be used as a tracking mechanism for each type of permit required for the project. The design/engineering professional will be responsible for completion of this form. For each type of permit, please describe the type of application/forms required and the corresponding agency along with the other information required.

TREE PERMITS												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										
CONCEPTUAL TRAFFIC/ENGINEERING												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Traffic Engineering										
PLAT APPROVAL (if not previously recorded)												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Municipal Planning and Zoning Broward County Development Dept										
SURFACE WATER MANAGEMENT												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD or DPEP Water Resources Division or Local drainage district										
WATER USE												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD Joint Water Resources										
DREDGE AND FILL												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		DPEP										
WATER DISTRIBUTION												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Health Department										
WASTE WATER COLLECTION												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										

ATTACHMENT 5 - DCP

Electronic Media Requirements

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

- 1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0 Software Requirements

2.1 Word Processing

- 2.1.1 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.2 Spreadsheets

- 2.2.1 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.4 Computer aided Design and Drafting

- 2.4.1 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

- 3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.

- 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)

- 3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering

- 3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

- 3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents

- 3.3.2.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names

4.0 Electronic Media Delivery Requirements

4.1 Transmittals shall include the following

4.1.1 The Project Number, Project Title and date

4.1.2 The Facility Name

4.1.3 The submittal type

4.1.4 The format and version of the software.

4.1.5 An attached Listing of file names with the latest document publish dates

4.2 All electronic media shall contain an attached label which shall identify

4.1.1, 4.1.2, and 4.1.3.

4.3 Document clean-up

4.3.1 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.3.1.1 Purge all files and remove all extraneous graphics outside the border area.

4.3.1.2 Make sure all reference files are attached without device path

4.3.1.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.3.1.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.4 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.4.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.

4.4.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

- 4.5 Provide all symbols and blocks used in the project in a separate files.
- 4.6 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.
- 5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.
- 6.0 Documents for the Construction Contractor:
 - 6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.
- 7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
- 8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

ATTACHMENT 6 - DCP

Design Fees

Design Fees for Owner Changes - ATTACHMENT # 6

CONSTRUCTION CONTRACT VALUE	FEE PERCENTAGE		
	PROJECT COMPLEXITY (see Definitions Below)		
	Non Complex	Intermediate	Complex
Less than \$1M	10.00%	11.00%	12.00%
\$1M - <\$2M	8.00%	9.00%	10.00%
\$2M - <\$4M	7.50%	8.50%	9.50%
\$4M - <\$10M	7.00%	8.00%	9.00%
\$10M - <\$15M	6.50%	7.50%	8.50%
\$15M - <\$20M	6.00%	7.00%	8.00%
\$20M - \$40M	5.80%	6.50%	7.50%

PROJECT COMPLEXITY - DEFINITIONS

NON COMPLEX:

Includes basic architectural and/or civil work and roofing
 Electrical – 110V only
 Mechanical – simple replacement of components
 Plumbing – replacement of fixtures and immediate piping
 Civil – trenching, slabs on grade, fencing, sidewalks, landscaping

INTERMEDIATE – (Non Complex plus)

Includes Architectural, Civil and MEP
 Architectural – renovations to exterior non-load bearing walls, windows, doors
 Mechanical – replacement of components and existing controls
 Fire – minor revision to sprinkler systems
 Electrical – 110/220V systems
 Plumbing – new/modifications to distribution

COMPLEX – (Intermediate plus)

Includes multi-discipline work including civil, architectural, MEP, fire protection and controls system
 Mechanical - Major equipment and controls system
 Electrical – High voltage, 480V, 220V & 110V
 Fire – Sprinkler system and controls systems
 Plumbing – above & below grade