



## RFP 16-066C

### Design Criteria Package 3B – Coconut Creek ES

**Project No. P.001413**

**Design and Construction of HVAC Improvements, Building Envelope Improvements, Fire Alarm, Fire Sprinkler Installation, and Media Center Renovation**

#### **INTRODUCTION - Scope of Work**

Coconut Creek Elementary School is a campus comprised of six (6) buildings five (5) of which are single story with the sixth being a two (2) story. Work under this contract is limited to Buildings 1, 2, 3, 4 and 85.

The project scope is summarized as:

**Building No.: 1** - Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Replacement of poor performing, defective, Unit Ventilators; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Improvements/upgrades to the Media Center.

**Building No.: 2** - Building re-roofing which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rails, hand rails and roof penetrations, Replacement of poor performing defective non-functional Air Handling Units; Replacement of poor performing, defective, Unit Ventilators; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system.

**Building No.: 3** - Building re-roofing which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rails, hand rails and roof penetrations; Replacement of poor performing, defective, Unit Ventilators; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system;

**Building No.: 4** - Building roof repairs which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, cleaning and reseal coating of the roof surface.

**Building No.: 85** - Building roof repairs which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, cleaning and reseal coating of the roof surface.



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The Work may have significant impact to on-going activities on the campus and as such a Work Plan shall be developed, reviewed with and agreed to by the School's Principal which shall be coordinated by the Owner's Project Manager.

### **BASIS OF DESIGN**

The Design/Builder's Basis of Design concept shall be presented to the Owner for review and acceptance after which the Design/Builder shall produce the final Basis of Design document for acceptance by the Owner.

The Design/Builder shall also integrate the applicable SBBC design criteria, and current State, Local, and SREF Code requirements into the Design/Builders Basis of Design.

The Design/Builder shall deliver a "Turn Key" project including, but not limited to, Design, Construction, Certification and Acceptance, Testing, and Start-Up and warranty for all building components included in the project.

### **Alternative Designs**

The Owner will evaluate any alternative design solution concepts.

### **Design Responsibilities**

The Design/Builder shall follow the Design Builders Design Responsibilities as defined in Attachment-1 and shall review the requirements of the Basic Design Phasing Requirements as defined in Attachment-2 to determine the specific phasing and documentation required by the project.

The Design/Builder shall develop a detailed project schedule. The project schedule, to be approved by the Owner, shall identify the different phases of the work including design, design and permitting reviews, procurement and construction with milestones for construction start, Substantial Completion and Final Completion. Once this schedule is approved, it will become the Base Line Schedule for the Project. The schedule shall identify the detailed phasing of the construction work.

The Design/Builder shall survey/examine the existing site and/or facility, including all systems related or to be impacted by the specified scope of this design/build Project. Field dimensional verification shall be the responsibility by the Design/Builder.

The Design/Builder shall provide survey work required for design and construction and shall provide an official survey by a Surveyor, registered and licensed by the State of Florida, at the completion of the Project.

The Design/Builder shall extract the appropriate design and configuration requirements from the SREF Guidelines located on the SREF website (website link provided below).

The Design/Builder shall extract the appropriate SBBC design criteria, materials and systems requirements, as defined in the SBBC Design Standards. Note that alternates on any and all items will be considered (website link provided below). Material and equipment selections shall be a weekly agenda item for all design meetings and construction meetings.



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The Design/Builder shall advise the Owner of any and all design and cost impacts as they occur, and provide Owner with recommendations and solutions for Owner's response and direction.

The Design/Builder shall develop/compose Project design concept or concepts addressing the requirements of the site, SREF, SBBC materials and standards and the Code requirements, and present the concept designs to the Owner for response, input and direction.

The Design/Builder shall investigate and integrate owner input and direction for further review until the concept plan is ready to be further developed in the schematic design stage.

After owner approval of design concept, the Design/Builder shall develop the selected concept through Schematic Design and then the Design Development, following the same review process, as noted above.

Simultaneously, the Design/Builder shall be developing and maintaining the construction cost status, including alternate pricing for any concepts or options requested by the Owner.

### **Design Document Reviews**

Owner Design Reviews shall occur at the 30%, 60%, 90%, and 100% completion stages.

The 30% Design Review stage shall take place with all "Stakeholder's" present.

Prior to submittal to SBBC's Building Department, for their official review of the 60% and 100% design Documents, in-house reviews between OFC and the Design/Builder shall take place. After it has been determined and agreed, by OFC, that the design documents are ready for submittal to the Building Department, OFC's Project Manager will authorize the Design/Builder to proceed to submit the documents to the Building Department.

### **Building Department Reviews**

The Design/Builder shall submit to the Chief Building Official at SBBC's Building Department, Design Documents at the 60% and 100% stages. All comments received from the Building Department at the 60% stage shall be addressed prior to submittal to the Building Department of the 100% design documents.

A 'stand up' review with the Building Department shall be arranged when the design documents are considered to be at 30% complete.

All meetings with the Building Official shall be coordinated through the Owner's Project Manager.

### **Construction**

Final discussions relative to setting a project's GMP shall commence at the start of the 60% design development phase.

All construction activities shall be coordinated with and subject to acceptance by the Owner's Project Manager and the Principal of the School. Work efforts shall not unnecessarily impact the school's scheduled activities.

The Design/Builder shall be required to attend weekly construction Project Progress meetings with SBBC's Facilities Department Project Manager at which time the Design Builder shall review the project's progress. To facilitate this the Design/Builder shall provide a 3-week look-ahead schedule identifying the work that was scheduled for the current week and the work scheduled for the following 3-



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weeks. Inconsistencies between the Base Line Project Schedule and the work scheduled on the current 3-week-look-ahead schedule shall be discussed and resolved at the meeting.

The Design/Builder shall advise the Owner of any and all potential design, cost and schedule impacts as they occur, and to provide the Owner with recommendations and solutions for Owner's response and direction.

The Design/Builder agrees to furnish all necessary labor, material, services, hauling and disposal, equipment, machinery, tools, scaffolding, and any other items proper and or necessary to carry out and complete the Work in accordance with the permitted design, to accepted industry standards and in accordance with all State and Local codes and the Project Schedule.

### ATTACHMENTS

**Attachment 1** – Design Builders Design Responsibilities

**Attachment 2** – Basic Design Phasing Requirements

**Attachment 3** – Identified Codes Regulations Standards

**Attachment 4** – Sample Permit Tracking Format

**Attachment 5** – Electronic Media Requirements

**Attachment 6** – Design Fees for Owner Changes

### EXHIBITS

**Exhibit 1** - Site Location Plan

The enclosed Site Location Plans defines the area of the Project, and includes the building layout.-- Contractor laydown and work court areas to be coordinated with the Owner's Project Manager and the School Principal.

**Exhibit 2** - Roofing Survey and Testing for Buildings 1, 2, 3, 4 and 85 Roof Areas at Coconut Creek Elementary School by AMEC, dated July 6, 2015.

**Exhibit 3** – Technical Report –Campus Wide HVAC Evaluation by AECOM, dated June, 8, 2015.

**Exhibit 4** – Existing Building Document Sets

**Exhibit 5** – Space Plans – single line 'FISH' diagrams.

### REFERENCES - Further Information

Division 1 Specifications - provides project requirements and procedures that are design and process orientated. These documents require review, utilization and project specific modifications by the Design/Builder. These are online documents, see below for the link to this website.

General Conditions - provides project requirements and procedures. This document requires review, utilization, integration and compliance with by the Design/Builder.

The Document Submittal Checklist for Plan Review contains the specific Building Department requirements for each phase of the project's documentation and approval process that the Design/Builder's Design Professional shall utilize as a guide when submitting plans to the Building Department for review. This document is an online document, see below for the link to this website.

NOTE: The scope of this project may be such that not all of the particular steps and requirements identified in the individual components of this section are required. The expectation is that the



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Design/Builders Design Professional can make the appropriate determinations. Specific items can be reviewed with the Owner after selection of the Proposer.

### **ONLINE DOCUMENTS**

**Online Documents:** The following documents shall be downloaded by the Design/Builder and are considered as Attachments and guideline requirements of the Design Criteria Package and of the Contract.

#### **Design Standards**

[http://www.broward.k12.fl.us/facilities\\_construction/DSS/DS\\_Docs/DesignStandards.htm](http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm)

- Design Criteria
  - Specification Standards - Division 1 through 17
  - Document Submittal Checklist for Plan Review
  - Design Guidelines

#### **Division-0 Specifications**

<http://www.broward.k12.fl.us/constructioncontracts/D0docs.html>

#### **Note the following:**

For the Owners design and materials standards downloaded from the Owners website -The word Contractor shall be interpreted as the word Design/Builder in every instance that the word Contractor is used in these standards.

#### **State Requirements for Educational Facilities (SREF) latest edition**

<http://www.fldoe.org/edfacil/sref.asp>

- F.I.S.H. layering system for AutoCAD: **Note:** the layering system is not posted online. It can be requested through:
  - Facility Planning and Real Estate
  - 600 SE 3<sup>rd</sup> Avenue
  - Fort Lauderdale, FL 33312
  - 754-321-1932

### **SBBC PROVIDED DOCUMENTS**

Issued Documents are provided by SBBC as a courtesy to assist the Design/Build Proposers in their research and data collection process. SBBC does not guarantee the accuracy or completeness of these documents. The Design/Build Proposer retains full and sole responsibility to become familiar with the subject project(s), project site(s), and investigate and document all existing conditions.

In the event that a potential coordination, cross referencing, or typographical error is discovered by the Design/Build Proposer, the Design/Build Proposer is directed to immediately provide a Bidders RFI (RFP Attachment C). SBBC shall have the sole right to correct, explain and/or interpret any such error, and to provide such clarification via Addendum. In absence of a clarification, the Design/Builder Proposer shall include costs to cover the highest costing impact.

END



**RFP 16-066C**

**Design Criteria Package 3C**

**Cypress Elementary School**  
**851 SW 3 Avenue, Pompano, Florida 33060**

**Project Number P.001412**

Approved: *Shelley N. Meloni* ..... Date: *10/27/15* .....  
**Shelley N. Meloni, RA – Design Criteria Professional**  
**Director of Pre-Construction, Office of Facilities and Construction**

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## **RFP 16-066C**

### **Design Criteria Package 3C - Cypress ES**

#### **PROJECT No. P.001412**

**Design and Construction of HVAC Improvements, Building Envelope Improvements, Fire Alarm Installation, Fire Sprinkler Installation and Media Center Renovations.**

#### **INTRODUCTION - Scope of Work**

Cypress Elementary School is a campus comprised of seven (7) buildings four (4) of which are modular units. Work under this contract is limited to Building #1, 3, 80, 81, 82 and 85.

The project scope is summarized as:

**Building No.: 1.** - Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional Fire Alarm system and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Renovations to reception area, room 101, to allow for control of access into school; Extension of walkway canopy on North side of building; Improvements/upgrades to the Media Center.

**Building No.: 3.** - Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations.

**Building No.: 80.** - Replacement of poor performing, defective, Unit Ventilators;

**Building No.: 81.** - Replacement of poor performing, defective, Unit Ventilators;

**Building No.: 82.** - Replacement of poor performing, defective, Unit Ventilators;

**Building No.: 85.** - Replacement of poor performing, defective, Unit Ventilators;

#### **BASIS OF DESIGN**

The Design/Builder's Basis of Design concept shall be presented to the Owner for review and acceptance after which the Design/Builder shall produce the final Basis of Design document for acceptance by the Owner.

The Design/Builder shall also integrate the applicable SBBC design criteria, and current State, Local, and SREF Code requirements into the Design/Builders Basis of Design.



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The Design/Builder shall deliver a "Turn Key" project including, but not limited to, Design, Construction, Certification and Acceptance, Testing, and Start-Up and warranty for all building components included in the project.

### **Alternative Designs**

The Owner will evaluate any alternative design solution concepts.

### **Design Responsibilities**

The Design/Builder shall follow the Design Builders Design Responsibilities as defined in Attachment-1 and shall review the requirements of the Basic Design Phasing Requirements as defined in Attachment-2 to determine the specific phasing and documentation required by the project.

The Design/Builder shall develop a detailed project schedule. The project schedule, to be approved by the Owner, shall identify the different phases of the work including design, design and permitting reviews, procurement and construction with milestones for construction start, Substantial Completion and Final Completion. Once this schedule is approved, it will become the Base Line Schedule for the Project. The schedule shall identify the detailed phasing of the construction work.

The Design/Builder shall survey/examine the existing site and/or facility, including all systems related or to be impacted by the specified scope of this design/build Project. Field dimensional verification shall be the responsibility by the Design/Builder.

The Design/Builder shall provide survey work required for design and construction and shall provide an official survey by a Surveyor, registered and licensed by the State of Florida, at the completion of the Project.

The Design/Builder shall extract the appropriate design and configuration requirements from the SREF Guidelines located on the SREF website (website link provided below).

The Design/Builder shall extract the appropriate SBBC design criteria, materials and systems requirements, as defined in the SBBC Design Standards. Note that alternates on any and all items will be considered (website link provided below). Material and equipment selections shall be a weekly agenda item for all design meetings and construction meetings.

The Design/Builder shall advise the Owner of any and all design and cost impacts as they occur, and provide Owner with recommendations and solutions for Owner's response and direction.

The Design/Builder shall develop/compose Project design concept or concepts addressing the requirements of the site, SREF, SBBC materials and standards and the Code requirements, and present the concept designs to the Owner for response, input and direction.

The Design/Builder shall investigate and integrate owner input and direction for further review until the concept plan is ready to be further developed in the schematic design stage.

After owner approval of design concept, the Design/Builder shall develop the selected concept through Schematic Design and then the Design Development, following the same review process, as noted above.





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Simultaneously, the Design/Builder shall be developing and maintaining the construction cost status, including alternate pricing for any concepts or options requested by the Owner.

### **Design Document Reviews**

Owner Design Reviews shall occur at the 30%, 60%, 90%, and 100% completion stages.

The 30% Design Review stage shall take place with all "Stakeholder's" present.

Prior to submittal to SBBC's Building Department, for their official review of the 60% and 100% design Documents, in-house reviews between OFC and the Design/Builder shall take place. After it has been determined and agreed, by OFC, that the design documents are ready for submittal to the Building Department, OFC's Project Manager will authorize the Design/Builder to proceed to submit the documents to the Building Department.

### **Building Department Reviews**

The Design/Builder shall submit to the Chief Building Official at SBBC's Building Department, Design Documents at the 60% and 100% stages. All comments received from the Building Department at the 60% stage shall be addressed prior to submittal to the Building Department of the 100% design documents.

A 'stand up' review with the Building Department shall be arranged when the design documents are considered to be at 30% complete.

All meetings with the Building Official shall be coordinated through the Owner's Project Manager.

### **Construction**

Final discussions relative to setting a project's GMP shall commence at the start of the 60% design development phase.

All construction activities shall be coordinated with and subject to acceptance by the Owner's Project Manager and the Principal of the School. Work efforts shall not unnecessarily impact the school's scheduled activities.

The Design/Builder shall be required to attend weekly construction Project Progress meetings with SBBC's Facilities Department Project Manager at which time the Design Builder shall review the project's progress. To facilitate this the Design/Builder shall provide a 3-week look-ahead schedule identifying the work that was scheduled for the current week and the work scheduled for the following 3-weeks. Inconsistencies between the Base Line Project Schedule and the work scheduled on the current 3-week-look-ahead schedule shall be discussed and resolved at the meeting.

The Design/Builder shall advise the Owner of any and all potential design, cost and schedule impacts as they occur, and to provide the Owner with recommendations and solutions for Owner's response and direction.

The Design/Builder agrees to furnish all necessary labor, material, services, hauling and disposal, equipment, machinery, tools, scaffolding, and any other items proper and or necessary to carry out and complete the Work in accordance with the permitted design, to accepted industry standards and in accordance with all State and Local codes and the Project Schedule.



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### ATTACHMENTS

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- Attachment 6** – Design Fees for Owner Changes

### EXHIBITS

#### **Exhibit 1** - Site Location Plan

The enclosed Site Location Plans defines the area of the Project, and includes the building layout.-- Contractor laydown and work court areas to be coordinated with the Owner's Project Manager and the School Principal.

**Exhibit 2** - Roofing Survey and Testing for Buildings 1 and 3 Roof Areas at Cypress Elementary School by AMEC, dated July 29, 2015.

**Exhibit 3** - Technical Report –Campus Wide HVAC Evaluation by AECOM, dated June 10, 2015.

**Exhibit 4** – Existing Building Document Sets

**Exhibit 5** – Space Plans – single line 'FISH' diagrams.

### REFERENCES - Further Information

**Division 1 Specifications** - provides project requirements and procedures that are design and process orientated. These documents require review, utilization and project specific modifications by the Design/Builder. These are online documents, see below for the link to this website.

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NOTE: The scope of this project may be such that not all of the particular steps and requirements identified in the individual components of this section are required. The expectation is that the Design/Builders Design Professional can make the appropriate determinations. Specific items can be reviewed with the Owner after selection of the Proposer.

### ONLINE DOCUMENTS

**Online Documents:** The following documents shall be downloaded by the Design/Builder and are considered as Attachments and guideline requirements of the Design Criteria Package and of the Contract.

#### Design Standards

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- Design Criteria
- Specification Standards - Division 1 through 17



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- Document Submittal Checklist for Plan Review
- Design Guidelines

### **Division-0 Specifications**

<http://www.broward.k12.fl.us/constructioncontracts/D0docs.html>

### **Note the following:**

For the Owners design and materials standards downloaded from the Owners website -The word Contractor shall be interpreted as the word Design/Builder in every instance that the word Contractor is used in these standards.

### **State Requirements for Educational Facilities (SREF) latest edition**

<http://www.fldoe.org/edfacil/sref.asp>

- F.I.S.H. layering system for AutoCAD: **Note:** the layering system is not posted online. It can be requested through:  
Facility Planning and Real Estate  
600 SE 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33312  
754-321-1932

### **SBBC PROVIDED DOCUMENTS**

Issued Documents are provided by SBBC as a courtesy to assist the Design/Build Proposers in their research and data collection process. SBBC does not guarantee the accuracy or completeness of these documents. The Design/Build Proposer retains full and sole responsibility to become familiar with the subject project(s), project site(s), and investigate and document all existing conditions.

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END



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**RFP 16-066C**

**Design Criteria Package 3D**

**Lauderdale Lakes Middle School**  
**3911 NW 30 Avenue, Lauderdale Lakes, Florida 33309**

**Project Number P.001637**

Approved: *Shelley N. Meloni* ..... Date: *10/27/15* .....  
**Shelley N. Meloni, RA – Design Criteria Professional**  
**Director of Pre-Construction, Office of Facilities and Construction**

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## **RFP 16-066C**

### **Design Criteria Package 3D – Lauderdale Lakes MS**

**Project No. P.001637**

**Design and Construction of HVAC Improvements, Building Envelope Improvements, Fire Sprinkler Installation, Fire Alarm Installation and Media Center Renovations.**

#### **INTRODUCTION - Scope of Work**

Lauderdale Lakes Middle School is a campus comprised of twenty two (22) buildings seventeen (17) of which are portables. All buildings are single story with the exception of Building #1 which has two sections that are two story. Work under this contract is limited to Buildings 1 and 2.

The project scope is summarized as:

**Building No.: 1** – Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building stucco and interior and painting of the building interior and exterior; Improvements/upgrades to the Media Center.

**Building No.: 2** - Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building stucco and interior and painting of the building interior and exterior.

#### **BASIS OF DESIGN**

The Design/Builder's Basis of Design concept shall be presented to the Owner for review and acceptance after which the Design/Builder shall produce the final Basis of Design document for acceptance by the Owner.

The Design/Builder shall also integrate the applicable SBBC design criteria, and current State, Local, and SREF Code requirements into the Design/Builders Basis of Design.

The Design/Builder shall deliver a "Turn Key" project including, but not limited to, Design, Construction, Certification and Acceptance, Testing, and Start-Up and warranty for all building components included in the project.



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### **Alternative Designs**

The Owner will evaluate any alternative design solution concepts.

### **Design Responsibilities**

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The Design/Builder shall survey/examine the existing site and/or facility, including all systems related or to be impacted by the specified scope of this design/build Project. Field dimensional verification shall be the responsibility by the Design/Builder.

The Design/Builder shall provide survey work required for design and construction and shall provide an official survey by a Surveyor, registered and licensed by the State of Florida, at the completion of the Project.

The Design/Builder shall extract the appropriate design and configuration requirements from the SREF Guidelines located on the SREF website (website link provided below).

The Design/Builder shall extract the appropriate SBBC design criteria, materials and systems requirements, as defined in the SBBC Design Standards. Note that alternates on any and all items will be considered (website link provided below). Material and equipment selections shall be a weekly agenda item for all design meetings and construction meetings.

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After owner approval of design concept, the Design/Builder shall develop the selected concept through Schematic Design and then the Design Development, following the same review process, as noted above.

Simultaneously, the Design/Builder shall be developing and maintaining the construction cost status, including alternate pricing for any concepts or options requested by the Owner.



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### **Design Document Reviews**

Owner Design Reviews shall occur at the 30%, 60%, 90%, and 100% completion stages.

The 30% Design Review stage shall take place with all “Stakeholder’s” present.

Prior to submittal to SBBC’s Building Department, for their official review of the 60% and 100% design Documents, in-house reviews between OFC and the Design/Builder shall take place. After it has been determined and agreed, by OFC, that the design documents are ready for submittal to the Building Department, OFC’s Project Manager will authorize the Design/Builder to proceed to submit the documents to the Building Department.

### **Building Department Reviews**

The Design/Builder shall submit to the Chief Building Official at SBBC’s Building Department, Design Documents at the 60% and 100% stages. All comments received from the Building Department at the 60% stage shall be addressed prior to submittal to the Building Department of the 100% design documents.

A ‘stand up’ review with the Building Department shall be arranged when the design documents are considered to be at 30% complete.

All meetings with the Building Official shall be coordinated through the Owner’s Project Manager.

### **Construction**

Final discussions relative to setting a project’s GMP shall commence at the start of the 60% design development phase.

All construction activities shall be coordinated with and subject to acceptance by the Owner’s Project Manager and the Principal of the School. Work efforts shall not unnecessarily impact the school’s scheduled activities.

The Design/Builder shall be required to attend weekly construction Project Progress meetings with SBBC’s Facilities Department Project Manager at which time the Design Builder shall review the project’s progress. To facilitate this the Design/Builder shall provide a 3-week look-ahead schedule identifying the work that was scheduled for the current week and the work scheduled for the following 3-weeks. Inconsistencies between the Base Line Project Schedule and the work scheduled on the current 3-week-look-ahead schedule shall be discussed and resolved at the meeting.

The Design/Builder shall advise the Owner of any and all potential design, cost and schedule impacts as they occur, and to provide the Owner with recommendations and solutions for Owner’s response and direction.

The Design/Builder agrees to furnish all necessary labor, material, services, hauling and disposal, equipment, machinery, tools, scaffolding, and any other items proper and or necessary to carry out and complete the Work in accordance with the permitted design, to accepted industry standards and in accordance with all State and Local codes and the Project Schedule.



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### ATTACHMENTS

- Attachment 1** – Design Builders Design Responsibilities
- Attachment 2** – Basic Design Phasing Requirements
- Attachment 3** – Identified Codes Regulations Standards
- Attachment 4** – Sample Permit Tracking Format
- Attachment 5** – Electronic Media Requirements
- Attachment 6** – Design Fees for Owner Changes

### EXHIBITS

**Exhibit 1** – Site Location Plan

The enclosed Site Location Plans defines the area of the Project, and includes the building layout.-- Contractor laydown and work court areas to be coordinated with the Owner's Project Manager and the School Principal.

**Exhibit 2** – Roofing Survey and Testing for Buildings 1 and 2 Roof Areas at Lauderdale Lakes Middle School by AMEC, dated July 29, 2015.

**Exhibit 3** - Technical Report –Campus Wide HVAC Evaluation by AECOM, dated July 9, 2015.

**Exhibit 4** – Existing Building Document Set by sheet.

**Exhibit 5** – Space Plans – single line 'FISH' diagrams.

### REFERENCES - Further Information

Division 1 Specifications - provides project requirements and procedures that are design and process orientated. These documents require review, utilization and project specific modifications by the Design/Builder. These are online documents, see below for the link to this website.

General Conditions - provides project requirements and procedures. This document requires review, utilization, integration and compliance with by the Design/Builder.

The Document Submittal Checklist for Plan Review contains the specific Building Department requirements for each phase of the project's documentation and approval process that the Design/Builder's Design Professional shall utilize as a guide when submitting plans to the Building Department for review. This document is an online document, see below for the link to this website.

NOTE: The scope of this project may be such that not all of the particular steps and requirements identified in the individual components of this section are required. The expectation is that the Design/Builders Design Professional can make the appropriate determinations. Specific items can be reviewed with the Owner after selection of the Proposer.

### ONLINE DOCUMENTS

**Online Documents:** The following documents shall be downloaded by the Design/Builder and are considered as Attachments and guideline requirements of the Design Criteria Package and of the Contract.





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### **Design Standards**

[http://www.broward.k12.fl.us/facilities\\_construction/DSS/DS\\_Docs/DesignStandards.htm](http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm)

- Design Criteria
  - Specification Standards - Division 1 through 17
  - Document Submittal Checklist for Plan Review
  - Design Guidelines

### **Division-0 Specifications**

<http://www.broward.k12.fl.us/constructioncontracts/D0docs.html>

#### **Note the following:**

For the Owners design and materials standards downloaded from the Owners website -The word Contractor shall be interpreted as the word Design/Builder in every instance that the word Contractor is used in these standards.

### **State Requirements for Educational Facilities (SREF) latest edition**

<http://www.fldoe.org/edfacil/sref.asp>

- F.I.S.H. layering system for AutoCAD: **Note:** the laying system is not posted online. It can be requested through:

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

### **SBBC PROVIDED DOCUMENTS**

Issued Documents are provided by SBBC as a courtesy to assist the Design/Build Proposers in their research and data collection process. SBBC does not guarantee the accuracy or completeness of these documents. The Design/Build Proposer retains full and sole responsibility to become familiar with the subject project(s), project site(s), and investigate and document all existing conditions.

In the event that a potential coordination, cross referencing, or typographical error is discovered by the Design/Build Proposer, the Design/Build Proposer is directed to immediately provide a Bidders RFI (RFP Attachment C). SBBC shall have the sole right to correct, explain and/or interpret any such error, and to provide such clarification via Addendum. In absence of a clarification, the Design/Builder Proposer shall include costs to cover the highest costing impact.

END

# **ATTACHMENT 1 - DCP**

## **Design Builders Design Responsibilities**

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## **Design/Builders Design Responsibilities**

### **PART 1 – SCOPE OF SERVICES**

#### **PART 1 – ARTICLE 1 – Design/Builder's Responsibility**

- 1.1.1. The Design/Builder agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by the Design/Builder pursuant to this Agreement.
- 1.1.2. The Design/Builder's designated Principal in Charge shall have full authority to bind and obligate the Design/Builder on all matters arising out of or relating to this Agreement. The Design/Builder will designate in writing an individual to serve as the Design/Builder's representative. The Representative is authorized and responsible to act on behalf of the Design/Builder with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Notice to Proceed. The Design/Builder acknowledges that the Representative has full authority to bind and obligate the Design/Builder on all matters arising out of or relating to the Notice to Proceed. The Design/Builder agrees that the Principal in Charge and the Representative shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by the Design/Builder under the Notice to Proceed. Further, the Design/Builder agrees that the Principal in Charge and the Representatives shall not be removed by the Design/Builder without Owner's prior approval, and if so removed, must be immediately replaced with a person acceptable to the Owner, which approval and acceptance shall not be unreasonably withheld by the Owner.
- 1.1.3. The Design/Builder agrees that its staff, consultants and sub-consultants who will perform any Services under this Agreement are subject to Owner's reasonable approval. The Design/Builder's staff, consultants and sub-consultants who have been assigned to provide the services required under this Agreement shall be as listed on the Design/Builder and subcontractor personnel form. None of these staff, consultants and subcontractors shall be removed by the Design/Builder without the Owner's prior approval (such approval will not to be unreasonably withheld), and if so removed, shall be immediately replaced with a person or firm reasonably acceptable to the Owner. The Design/Builder further agrees, within fourteen (14) calendar days of receipt of a written request from the Owner, to promptly remove and replace the Representative, or any other personnel employed or retained by the Design/Builder, or any consultants or subcontractors or any personnel of any such consultants or subcontractors engaged by the Design/Builder to provide and perform any of the Services pursuant to the requirements of this Agreement. This request may be made by Owner with or without cause. If the Design/Builder is required to remove and replace a consultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Notice to Proceed to which such subcontractor or consultant may have been assigned. This listing is to be submitted to the Owner within 10 days of the receipt of the Notice to Proceed.

## Attachment 1

- 1.1.4. The Design/Builder represents to Owner that it has expertise in the type of professional services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per the Owner's standards found in the on line Design Standards. By execution of this Agreement and any subsequent Notice to Proceed issued hereafter, if any, the Design/Builder acknowledges it has downloaded the most recent version of the Material and Design Standards as of the date of this Agreement and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. The Design/Builder agrees that all Services to be provided by the Design/Builder pursuant to this Agreement shall be subject to the Owner's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, and design standards. Refer to Attachment Listing for on line document web addresses. In the event of any conflicts in these requirements, the Design/Builder shall promptly notify the Owner of such conflict in writing and coordinate with the Design Criteria Professional to resolve the conflict. The Owner's approval of any documents does not relieve the Design/Builder of its obligation to deliver complete and accurate documents necessary for successful completion of the projects per the requirements of the Notice to Proceed.
- 1.1.5. The Design/Builder agrees not to divulge, furnish or make available any non-public project information concerning the Services to be rendered by the Design/Builder to any third person, firm or organization, without the Owner's prior written consent, unless; the information is incidental to the proper performance of the Design/Builder's obligations hereunder, or, in the course of judicial or legislative proceeding where such information has been properly subpoenaed. The Design/Builder shall require all of its employees, agents, consultants and subcontractors to comply with the provisions of this paragraph.
- 1.1.6. Design/Builder agrees, for both itself and all of its consultants and sub-consultants, to comply with all of Owner's rules and regulations with respect to safety and security at the Owner's facilities.
- 1.1.7. Design/Builder expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Design/Builder shall comply with any rules or regulations implemented by the Owner in order to comply with the Jessica Lunsford Act.
- 1.1.8. The Design/Builder certifies that no person or consultant will be assigned to work on any work pursuant to this contract that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of the Owner. Further, the Design/Builder agrees to hold harmless the Owner and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of the Owner by the Design/Builder's employees or consultants assigned to do work pursuant to this contract.
- 1.1.9. Conflict of Interest
  - 1.1.9.1. The Design/Builder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. The Design/Builder further represents that no persons having any a conflicting interest shall be employed to perform Services.

## Attachment 1

- 1.1.10. The Owner may have one or more representatives visiting the site of the Project from time to time, or on a full-time basis, and the Design/Builder shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve the Design/Builder from any of its duties or obligations hereunder.
- 1.1.11. Design/Builder shall be responsible for reviewing all geological reports provided by the Owner with respect to the Project. The Design/Builder's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event the Design/Builder has any questions or concerns about the contents of any such reports, the Design/Builder shall notify the Owner in writing within 14 days of the Design/Builder's receipt of any such geological reports. The Design/Builder and Owner will attempt to mutually resolve any such questions or concerns.
- 1.1.12. The Design/Builder shall immediately inform the Owner's Project or Program Manager of any quality concerns or issues which arise during the performance of this Agreement.

### **PART 1 – ARTICLE 2 – Services by Design/Builder's Own Staff/Consultants**

- 1.2.1. The Services to be performed hereunder shall be performed by the staff, consultants and subcontractors identified on the Design/Builder and subcontractor Personnel form attachment, unless otherwise authorized in writing by the Owner.
- 1.2.2. The employment of, contract with, or use of the services of any other person or firm by the Design/Builder, as independent consultant or otherwise, shall be subject to the prior written approval of the Owner.
- 1.2.3. No provision of this Agreement shall, however, be construed as constituting an agreement between the Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the Owner beyond such as may otherwise exist without regard to this Agreement.
- 1.2.4. All Owner communication with the Design/Builder's Consultants shall include the Design/Builder. All Owner direction shall be provided to the Design/Builder and not to the Design/Builder's Consultants.
- 1.2.5. All of the Design/Builder Contracts with the Design/Builder Consultants shall be in writing, signed by both parties and shall include the following provision:
  - 1.2.5.1. The Owner shall be recognized as a third-party beneficiary of this Agreement. Should the Owner terminate this Agreement with the Design/Builder, the Design/Builder shall, upon the Owner's request, obtain assignment of those of the Consultant's agreement(s) with the Design/Builder as elected by the Owner.
  - 1.2.5.2. Each of the Design/Builder agreements with a Consultant shall specifically provide that the Owner shall only be responsible to the Consultant for those obligations of the Design/Builder that accrue subsequent to the Owner's exercise of its right to take an assignment of such agreement.

1.2.5.3. Each of the Design/Builder's agreement with a Consultant shall require or provide that:

1.2.5.3.1. Nothing in the Contract Documents will create a contractual relationship between the Owner and the Consultant unless the Owner elects to accept contingent assignment of the agreement as provided herein.

**PART 1 – ARTICLE 3 – Basic Services**

**1.3.1 Design/Build Contract Types**

- 1.3.1.1 Provide complete professional architectural, engineering and/or other professional basic design services utilizing all necessary personnel, equipment and materials to perform the service as defined in the Notice to Proceed.
- 1.3.1.2 Complete those design services in accordance with the Project Development Schedule as developed by the Design/Builder from the Owners original schedule and finalized with Owner concurrence. See Attachment 3 for Owner's original schedule.
- 1.3.1.3 Participate in all meetings where the content of the design and construction documents will be coordinated and reconciled, as scheduled during any phase of the project.
- 1.3.1.4 Provide a Permitting Plan utilizing the sample tracking format as found in Attachment 4.
- 1.3.1.5 The Design/Builder shall attend a bi-weekly project design review meeting with representatives of the Design/Builder's Consultants throughout the design process, reviewing project budget, scheduling, scope, the Design Builder's development and progress, and any special issues related to the continuing progress of the project. The Design/Builder shall provide meeting minutes, sketches and other documents to illustrate progress and for the issues for the Owner's review and response.
- 1.3.1.6 The Design/Builder shall attend the weekly construction meeting during the construction phases. The Design/Builder shall provide Meeting Minute Commentaries for all noted design related and constructability related issues for resolution as well as for new issues presented in the meeting.
- 1.3.1.7 The Design/Builder will immediately investigate any non-conforming or suspect in place work or document issue that is brought to his attention by others or is discovered by the Design/Builders design consultants weekly site visit. The Design/Builder to provide written recommendations to the Owner for these types of issues for review and Owner direction. Note that the Contractor is required to document all of their document questions in the Request for RFI format. The RFI format may or may not be an electronic database type format.
- 1.3.1.8 The Design/Builder shall bear the costs of any plan reviews by the plan review authority (Building Department, or a Peer Plan Review Consultant) beyond the second submittal returned from the review labeled "revise and resubmit".

1.3.2 Standard of Care

1.3.2.1 The Owner's engagement of the Design/Builder is based upon the Design/Builders representations to the Owner that:

- 1.3.2.1.1 It is an organization of experienced Design/Builders, licensed to do business in Florida.
- 1.3.2.1.2 It is qualified, willing and able to perform the professional design services for the project.
- 1.3.2.1.3 It has past experience and ability to provide the professional design services for projects of similar size, and scope.
- 1.3.2.1.4 The Design/Builder shall perform its services consistent with the professional skill and care ordinarily provided by Design/Builders in the same or similar locality under the same or similar circumstances.
- 1.3.2.1.5 The Design/Builder shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.3.3 Approval of Documents

1.3.3.1 The Owner's approval of, or comments on, any of the documents submitted to the Owner by the Design/Builder shall not be deemed to have the required approval of any authority having jurisdictional review over the project or portions of the project.

1.3.4 Design/Builders Consultants

1.3.4.1 All services provided by the Design/Builders consultants shall be pursuant to appropriate Agreements between the Design/Builder and the Consultant which shall contain the provisions of this agreement pertaining to consultants and sub-consultants, and provisions that preserve and protect the rights of the Owner and the Design/Builder under this agreement. All such Agreements shall provide that the Design/Builder at the request of the Owner, shall assign or transfer to the Owner any and all claims or causes of action which the Design/Builder has, or may have against a consultant or sub-consultant as a result of, or relating to any acts of omission or commission of that consultant or sub-consultant.

1.3.4.2 Nothing in this Agreement shall create any contractual relationship between the Owner and the Consultants or Sub-consultants except as specifically noted herein. The Design/Builder is at all times liable for any and all negligent acts of omission or commission of its Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement.

1.3.4.3 The Design/Builder shall not change any Consultant without prior approval by the Owner.

1.3.4.4 The Design/Builder, not later than ten (10) calendar days after the date of this Agreement, shall submit a list of contact information for Consultants which includes contact names, firm addresses, phone, fax and e-mail addresses.



**PART 1 – ARTICLE 4 – Maintenance of Records**

1.4.1. The Design/Builder shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by the Design/Builder for a minimum of three (3) years from the date of termination of this Agreement or the completion date of the project associated with the Notice to Proceed, whichever is longer; or such longer period of time as may be required by law. The Owner, or any duly authorized agents or representatives of the Owner, shall have the right to inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained. Such activity shall be conducted at the convenience of the Design/Builder.

1.4.2. The records specified above in paragraph 1.4.1 include all billing records and backup materials such as invoices, and timesheets for specific work as identified in a Notice to Proceed.

**PART 1 – ARTICLE 5 – Contract Process / Procedures**

**1.5.1. Design/Build Contracts**

1.5.1.1. Services to be provided by the Design/Builder shall be in accordance with the Notice to Proceed, all codes and standards and the Standard of Care such that the Project remains on schedule, is permitable, and is constructible using standard construction means. The RFP and the Notice to Proceed shall identify required owner review requirements. Design/Builder shall not provide any Services to the Owner unless they are in receipt of an executed Notice to Proceed. Any Services provided by the Design/Builder without a written Notice to Proceed shall be at the Design/Builder's own risk.

1.5.1.2. Upon execution of a Notice to Proceed, the Design/Builder agrees to promptly provide the Services required in accordance with the terms of this Agreement and the subject Notice to Proceed.

1.5.1.3. The Design/Builder shall have no authority to act as the agent of the Owner under this Agreement or to obligate the Owner in any manner or way.

**PART 2 – DESIGN/BUILDER'S COMPENSATION**

**PART 2 - ARTICLE 1 - Compensation General**

2.1.1. Refer to the agreement form and to specifications section 00700 General Conditions for payment terms and conditions.

2.2.1.1 Design Fees for any additional services shall be based on the Fee chart as shown on Attachment 6.

2.2.2 Supplemental Services

2.3.2.1 Refer to Attachment 7 for a listing of potential supplemental services that may or may not be requested.

2.2.3 Payment Process and Requirements

2.2.3.1 Design Services fees shall be as identified on the Design/Builders schedule of values.

2.2.3.2 Design/Builder shall submit a monthly MWBE Sub-Consultant Utilization Report on forms provided by the Owner. Refer to the reporting document found in Attachment 10. Note the mailing address for this document. Note that this form is different than the form the Design/Builder will utilize for construction.

2.2.4 Site Adapt Projects

2.2.4.1 It is understood that all School Board of Broward County Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents, and that the Design/Builder agrees to such re-use.

**PART 2 – ARTICLE 2 - Payment**

**2.3 Payments to the Design Professional**

2.3.1 Refer to the agreement form and to specifications section 00700 General Conditions for payment terms and conditions.

2.3.2 Termination or Suspension

2.3.2.1 Design/Build Contract types

2.3.2.1.1 The Design/Builder shall be considered in material default of this Agreement and such default will be considered cause for the Owner to terminate this Agreement and any Notice to Proceed in effect, in whole or in part, as further set forth herein, for any of the following reasons:

2.3.2.1.1.1 Failure to begin work under the Agreement within the times specified under the Notice to Proceed.

2.3.2.1.1.2 Failure to timely perform the Services to be provided hereunder or as directed by the Owner.

2.3.2.1.1.3 The bankruptcy or insolvency or a general assignment for the benefit of creditors by the Design/Builder or by any of the Design/Builder's principals, partners, officers or directors.

2.3.2.1.1.4 Failure to obey State education laws; ordinances; regulations; relative to the Contract.

2.3.2.1.1.5 Otherwise materially breaches this Agreement.

2.3.2.2 The Owner may so terminate this Agreement, in whole or in part, with or without cause, by giving the Design/Builder five (5) calendar days' written notice.

2.3.2.3 If, after notice of termination of this Agreement, it is determined for any reason that the Design/Builder was not in default, or that its default was excusable, or that the Owner otherwise was not entitled to the remedy against the Design/Builder provided for, then the notice of termination given shall

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

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.

- 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.

## Attachment 1

- 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