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# PROFESSIONAL SERVICES GUIDE

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1.00 INTRODUCTION

1.01 PURPOSE:

This manual is furnished as a guide to the Architect/Engineer (A/E) providing services to the Duval County Public Schools (DCPS). The Professional Services Guide is intended to assist the A/E in fulfilling both the contractual and the professional responsibilities to the DCPS. The Professional Services Guide is organized in the normal sequence of services to be provided, from the selection of the professional through the warranty period of a project. This edition of the Professional Services Guide supersedes all previous editions.

1.02 ROLE OF DUVAL COUNTY PUBLIC SCHOOLS (OWNER)

PROVIDE:

A. Educational Specifications or sufficient information to assist the A/E in determining project scope and expectations.

B. Design Review of phase submittals and Construction Documents to assist the A/E in providing a facility that is within budget, functional, durable and efficient to operate and maintain.

C. DCPS Design Guidelines for school construction materials and systems based on initial cost, maintenance, custodial and operating costs and life expectancy.

D. On-site Visits during construction to assist the A/E in determining that the quality and the integrity of the facility’s systems are maintained throughout the construction process.

E. Project permitting and code compliance inspections.

1.03 ROLE OF THE ARCHITECT/ENGINEER:

DCPS utilizes private consulting firms, almost exclusively, to design, bid and administer its construction projects. You, the A/E, have been selected over your colleagues for your qualifications relative to a specific project. We, therefore, look to you to take the key role in the project, to be responsible for keeping the design on schedule, and to keep us, through the DCPS Project Manager, informed of the progress of the project at all times.

The A/E is expected to schedule services, design phases and to request additional services (such as soil borings, surveys, testing, permits, etc.)
when necessary. The A/E is expected to be competent in design practices, technical specifications and methods, and code requirements leading to a design solution and end product that will be durable, economical, and of high quality. Documentation is expected to be thorough and coordinated. The A/E is expected to incorporate all of the code and permitting requirements of the various code/permitting agencies applicable to the project, and insure that all permits are applied for and received in a timely fashion. The A/E is expected to make the necessary observations of the work to administer the Construction Contract and to assure that the Contractor is meeting the requirements of the Contract Documents.

Just as the Contractor is expected to meet the construction schedule or face penalties, the A/E is expected to do the same. All too often it is not recognized that delays in the design phase are just as costly, if not more so, as in the construction phase. After you have developed the project schedule and it has been approved, you are expected to see that it is maintained.

Outlined below are documents that are important in fulfilling your basic responsibilities. The A/E firm members and consultants must become familiar with these documents, especially as they affect procedural and legal issues in the performance of your contract and that of the Construction Contract. They are:

A. The DCPS Professional Services Guide.

B. Form of Agreement between Owner and Architect-Engineer.
   1. Construction Manager at Risk projects
   2. Design/Bid/Build projects
   3. Design/Build projects

C. Educational Specifications for the project.

D. Agreement between Owner and Contractor, Design-Builder or Construction Manager, as applicable.

E. State Requirements for Educational Facilities (SREF) latest edition.

F. DCPS Facilities Services Design Guidelines.

G. DCPS Technology Specifications
H. DCPS Security Systems Specifications

I. DCPS Computer Aided Design and Drafting Standard.


L. CPTED- “Crime Prevention Through Environmental Design” Concepts

The DCPS Project Manager will be your prime contact. While you will at times be dealing directly with the other members of the DCPS team, the Project Manager must be kept informed of all meetings and communications. All changes or modifications will be submitted to the Project Manager. The Project Manager will assist you through DCPS’s procedures and will participate in most design reviews and construction inspections.

2.00 SELECTION OF THE DESIGN PROFESSIONAL

The selection of the Architect/Engineer also referred to as A/E is accomplished in accordance with Section 287.055, Florida Statutes, commonly called the Consultant’s Competitive Negotiation Act. This procedure is used to select architects, engineers and landscape architects based on quality of service rather than price.

The quality of services rendered by the A/E will be evaluated periodically during the course of the contract. The resulting project performance rating will be used as one of the criteria in the selection of your firm for future work. The A/E should understand they are responsible not only for the performance of their own firm, but also for their consultants and that their consultants’ performance contributes to the overall performance evaluation of the A/E services.

3.00 CONTRACT NEGOTIATION AND INVOICING

3.01 PREPARATION:

After being selected as the A/E for a project, a professional service agreement will be negotiated. In order to prepare for your negotiation, you should receive a copy of the following from the Project Manager:

A. The DCPS Professional Services Guide with Appendix 9.01, Sample Fee Proposal Submission.
B. The Authority letter authorizing negotiations with your firm (usually mailed in advance).

C. An Educational Specification (Ed. Spec.) for the project, which outlines the scope of work to be performed, the proposed budget and a suggested schedule. If the Ed. Spec. is not complete the draft Ed. Spec. may need to be further clarified or amplified to coincide with the proposed budget and project scope. The A/E should review the scope of work with the DCPS Project Manager and the project's facility or school Principal. A site visit is also recommended prior to negotiation.

D. A sample contract for services between the A/E and DCPS for the project delivery method chose.

E. The project construction budget and schedule requirements from the Project Manager.

F. DCPS Facilities Design Guidelines.

G. DCPS Non-Technical Specifications

The A/E shall provide with his proposal a justification of the firm’s overhead rate, a listing of personnel salaries, the project design phases proposed, a proposed project schedule, any proposed additional services, and the frequency or proposed number of construction site visits during construction. The names of your prime personnel and those of your consultants shall be listed for each phase, including those providing construction visits.

Discuss the project scope and proposed services with the Project Manager prior to the negotiation to assure a common understanding. On large projects or complicated projects, a “scope meeting” will be held with the A/E and Consultants at the site or at our office to discuss/agree upon the scope of services and the approach to be used. This meeting can also be used for a preliminary discussion of fees, use of special consultants, etc. Basic services are to be segregated from additional services on your proposal. Additional services may be authorized either as a Lump-Sum Fee or with Not-to-Exceed limits based on pre-approved hourly rates.

When you have prepared your fee proposal, send the original and two copies to the Project Manager. The Project Manager will then schedule a negotiation meeting.
3.02 THE NEGOTIATION:

The negotiation may be scheduled as a face-to-face meeting in one of our offices, or as a telephone negotiation. The negotiation is attended by the Project Manager, other DCPS personnel and the A/E along with any key consultants, such as the Mechanical, Electrical, Plumbing (MEP) Engineer(s). On large projects, the MEP Engineers will play a key role in formulating the systems design parameters and in commissioning the building prior to occupancy.

The A/E fee proposal will be reviewed, discussed and modified as necessary during the negotiation. The budget, phases of submittal, the schedule and assigned personnel will be reviewed and agreed upon. The Project Manager will prepare minutes of the meeting and issue those to all attendees. Once an agreement has been reached and approved by the Board, the Project Administrator will prepare a contract and mail multiple copies to the A/E to sign and return Appendix 9.02. DCPS will execute the contracts and will transmit an original contract to the A/E. The DCPS Executive Director will execute the Notice to Proceed for issuance as prepared by the Project Manager.

Negotiation Form: A sample negotiation and proposal format are included in the Appendix 9.01.

3.03 INVOICING:

A. GENERAL:

It is the intention of DCPS to expeditiously approve all invoices properly rendered in accordance with the contract agreement for professional services and reimbursable expenses. In order to assure processing of invoices in a minimum amount of time, they should be properly prepared and contain the appropriate information and back-up data.

Invoices are to be addressed to the Project Manager. Improper addressing of invoices may cause unnecessary delays. Invoices may only be submitted at the completion of a phase of service as authorized by the Contract Agreement. Invoices for partial payments will not be approved unless there are circumstances beyond the control of the A/E. Disapproved invoices will be returned to the A/E.

Invoices not properly prepared as to form, content, or back-up data will be returned to the A/E for correction and resubmission.
Invoices not notarized or certified as true and correct will be returned to the A/E for signature.

The A/E shall submit invoices **only** for those basic services, additional services, and reimbursable expenses that are specifically authorized by Contract Agreement or by a written “Additional Service Authorization” from the Executive Director. DO NOT START WORK UNTIL you have an approved Contract Agreement or an approved Authorization for the work. Failure to comply will result in non-payment for the work accomplished prior to the date of approval. This is especially important with Not-to-Exceed Authorizations. Back-up for services such as timesheets and consultant’s invoices will not be approved if dated prior to the approval of the Contract Agreement or Authorization.

B. **FORMAT, NUMBER OF COPIES:**

A sample invoice and format are included in the Appendix 9.12.

The A/E shall submit **an original and three (3) copies of the invoice.** The original and each copy are to have copies of all of the required back-up data. The backup should be HIGHLIGHTED where applicable and include check numbers/dates paid. All invoices **must** include copies of Additional Service Authorizations that are being billed against.

All invoices must show the following: Services, Total Fee, Percentage of Completion, Due to Date, Previously Billed and Amount Due.

Invoices shall be numbered consecutively beginning with number one (1) and continuing in numerical order throughout the life of the contract.

To expedite payment, keep the number of invoices submitted to a minimum by combining as many items as possible on each invoice. Please attach a copy of applicable Monthly Design or Construction Reports to invoices.

C. **JUSTIFICATION, BACK-UP DATA REQUIRED:**

In order to comply with the DCPS Rules promulgated to meet the requirements of Florida Statute 287.058, the back-up data outlined below is required for payment of the item invoiced. Remember that all services must have prior written authorization to be eligible for payment. Basic Services are authorized by the Professional
Services Contract Agreement, while Additional Services and Reimbursable Expenses may only be authorized in writing by the Executive Director (with exception for those reimbursable expenses associated with advertising and printing during the bidding phase).

D. SPECIFIC REQUIREMENTS FOR BACK-UP DATA:

1. Basic Planning or Design Phase Invoices. For payment at the submittal of a Phase, the Work Product specified in the Agreement (Master Plan, Report, Schematic Documents, Design Development Documents, etc.) must be submitted prior to or with the invoice. For payment at the approval of a Phase, a copy of the Project Manager’s letter of approval of that phase must be attached to the original invoice and each copy submitted.

2. Basic Bidding Phase Invoices. A copy of the Bid Tabulation and your recommendations concerning contract award must have been submitted to the Project Manager prior to or concurrently with the invoice (copies do not have to be attached to the invoice). Note: This is not applicable to Construction Management projects.

3. Basic Construction Administration Phase Invoices. A copy of the Contractor’s Certificate of Partial Payment must be attached to the invoice and copies. Your invoice must be in proportion to the percentage of completion shown (total of work-in-place to date divided by contract sum less stored materials, CM phase fees, and overhead & profit where applicable) on the Contractor’s Certificate of Partial Payment. Failure to do so will delay processing of invoices. Your final invoice must have a copy of the completed Certificate of Contract Completion attached to the original invoice and each copy submitted.

4. All Lump-Sum Authorizations. A copy of the work product prescribed in the Authorization must be submitted prior to or with the invoice and a copy of the Authorization must be attached to the original invoice and each copy submitted.

5. Personnel Time Expenditure Charges Authorized on A Not-to-Exceed Basis. Attach to the original invoice and each copy of the invoice:

   a. A copy of the Authorization,
b. Time sheets, or a recapitulation sheet indicating the individuals name, specific days, hours and tasks performed. Use a colored marker to highlight the personnel time and to differentiate it from other assignments on the time sheets,

c. Calculations to show how the personnel time expenditure charge was determined (Hourly Rate) x (Overhead Multiplier) x (Number of Hours) = Personnel Time Expenditure Charge.

6. Charges For Reproduction of Drawings and Specifications Authorized on a Not-to-Exceed Basis. Attach to the original invoice and each copy of the invoice:

a. A completed Documents Distribution Record.

b. Copies of paid invoices/receipts for all printing, copying and mailing costs.

Note: all documents should be accounted for on the Documents Distribution Record since any documents printed, but not distributed or returned, must be credited to the Owner. After all documents have been returned from bidders, contact our Project Manager for instructions on their disposition. Once the need for documents by us has been satisfied, normally, any available documents will be given to the low bidder at no cost. Documents retained by the A/E or his consultants are not reimbursable. Any deposits not refunded and any documents sold shall be credited to the Owner.

7. Fees Paid For Securing Approval of Authorities authorized on A Not-to-Exceed Basis. Attach to the original invoice and each copy of the invoice:

A copy of the Authorization or the Bidding Document-Advertising and Bidding Approval Letter.

b. A copy of the Consultant’s invoice (with a copy of the Authority’s approval document attached) indicates your approval on its face.

c. The back-up data described in Sections 5 through 9 above, as applicable.
d. If the Authorization specifies a Cost-Plus-Not-to-Exceed amount in accordance with a Consultant’s Fee Schedule, a copy of the approved Fee Schedule shall be attached.

E. PAST DUE INVOICES:

When submitting a new invoice, and there are outstanding or past due billings, please indicate these past due invoices in the lower right hand corner of the invoice form. In no case should an item previously invoiced be shown on a later invoice in the “amount due” column. It should only appear under “previously billed.” Call or write the Project Manager if you wish to inquire about the status of an invoice.

4.00 DESIGN SERVICES

4.01 GENERAL INFORMATION:

A. DESIGN PHASES:

DCPS recognizes the basic design phases of Schematic Design (Phase I), Design Development (Phase II) and Construction Documents (Phase III). During your contract negotiations, the design phase submittals will be discussed and agreed upon for delivery times and invoicing. Some projects are small and may not require all the standard phases of submittals. Some projects may be large enough to require additional submittals, such as the Conceptual Schematic Design, Advanced Schematic Design, and 50% Construction Documents. Your contract with the DCPS will reflect the agreed upon phases and their scheduled submittal times and invoicing.

B. PHASE REVIEWS:

For each design phase submittal DCPS requires an Administrative Review and a Technical Review of the phase documents. The Project Manager will determine the review meeting requirements for the project, as the project size and scope will dictate the need for a single review meeting versus separate meetings. The Administrative Review meeting will address the general project requirements and cover project scope, program requirements, and the educational specifications for the project. The Technical Review meeting will address building systems and the A/E’s design intentions for those systems including, but not limited to; structural, mechanical, electrical, plumbing, roofing, life safety, fire alarms, data, telephone, security, and CCTV.
The A/E shall distribute the phase submittal documents a minimum of one week prior to the scheduled meetings. DCPS typically requires (7) sets of phase submittal documents to be distributed. Your Contract Agreement will address your individual project requirements for distribution copies and will reflect changes for special project requirements.

The Project Manager will coordinate the review meetings and contact the key DCPS Administrative and Technical staff Appendix 9.10 that comprise the Design Review Team. The A/E shall contact his design consultants and the CM or GC for their required participation in the meeting. Also, the A/E is responsible for the meeting minutes and recording the required changes and comments on a set of documents. The A/E shall consolidate the meeting minutes, notes and comments into a written response to the Design Review Team including revised phase documents and submit to the Project Manager with copies to the Design Review Team and other meeting attendees. The response shall address all review comments and include the A/E’s intention to incorporate the required changes and comments into the documents. Any other changes in the design, contemplated by the A/E as a result of the review comments, are to be so noted in the response. Also, based on the phase documents submitted, the A/E must maintain, and acknowledge in the response, that the project budget has not been exceeded.

C. PHASE APPROVAL:

The A/E must receive phase approval before proceeding to the next project phase. The Project Manager will issue a Letter of Approval to the A/E to document that the phase submittal is approved. Based on individual project scopes, the Project Manager will determine when phase submittals are forwarded to the Board for review and final approval and instruct the A/E accordingly. Some project schedules may dictate that the Project Manager issue the Letter of Approval prior to final Board approval to allow the A/E to proceed into the next project phase without delays. The Project Manager will coordinate with the DCPS Board for review and final approval of the phase submittal documents. Phase approval does not transfer to DCPS any of the liabilities and responsibilities of the A/E in compliance with the Contract Agreement.

4.02 SCHEMATIC DESIGN (PHASE I)
The A/E should utilize the Schematic Design phase to gather a complete understanding of the project's basic requirements. Conferences may be needed with various employees or consultants to DCPS, either in the office or on site, to gather more detailed information about the project. These conferences are to be coordinated with the Project Manager. The A/E will provide meeting minutes to the Project Manager, with copies to all attendees. Should soil borings, surveys, or other information be required during this phase of the design, the A/E should promptly request an Additional Service Authorization to purchase such services by forwarding a proposal to the Project Manager.

A. SUBMISSION REQUIREMENTS:

The A/E shall present enough documentation to ensure a full understanding of the proposed design. Exterior and interior perspective sketches and mass models may be necessary to fully present the concept. Such sketches and models are considered basic design tools and are inherently a part of basic services. Detailed models and perspective renderings are not expected at the schematic design stage.

Schematic Design documents should include fundamental design decisions such as: functional organization; building and site circulation; massing; scale; conceptual appearance; neighborhood context; basic exterior and interior finish material and product concepts; conceptual structural, mechanical, and electrical systems; and circulation/conveying systems.

On large projects, the Schematic Design phase may be divided into a Conceptual and an Advanced Schematic Design submittal. On smaller projects only one Schematic Design submittal may be required. The Project Manager will determine the required submittals for your project. Regardless, the A/E is responsible for seeing all the following requirements are included in his Schematic Design (Phase I) submittal(s).

B. CONCEPTUAL SCHEMATIC DESIGN REQUIREMENTS:

Should include, but not be limited to, any of the following that are applicable:

1. A study of the existing master plan (if one exists, or as statement that the project does not have a master plan). If there is a need for a master plan and there is none, the A/E should point this out.
2. The soil and ground water conditions, contours, accessibility, utilities, flora, zoning and governing codes, etc., should be described as they relate to the project.

3. Topographic studies of terrain shall emphasize features that contribute to the solution or require significant alteration in the solution. Include a flood hazard evaluation. The design consultant should determine whether or not the building site is in a 100-year plain. This information, including the 100-year flood elevation, must be shown on the building site plan and lowest (ground level) finished floor elevation set one (1) foot above the 100-year flood elevation. The probability of water running site shall be investigated. The 100-year flood elevation and contour shall be indicated.

4. A site plan indicating orientation, site use, demolition, placement of structures, building construction, circulation and parking. Indicate utility systems showing existing utilities with different tonal qualities or line types from new. Indicate different landscape and hardscape concepts and forms.

5. Block diagrams (floor plans) for each proposed level. Repetitive levels may be grouped.

6. At least two sections, perpendicular to each other at same scale as plan/block diagrams and establish vertical control.

7. Exterior elevations, blocking out to illustrate massing and context while avoiding detail.

8. Larger scale (1/4"=1'-0") drawing of repetitive modules such as individual offices, medical exam rooms, or dormitories are part of the project should be included, if applicable. Provide larger scale drawing of complicated rooms such as kitchens.

9. In the case of additions or renovations to existing buildings, plans showing existing and proposed facilities in their relative arrangement and relationship. Provide a brief description of the existing construction and systems and indicate the present and former uses of the facility.

10. Proposed accommodations for the handicapped, as regards to both program needs and code requirements.

11. A general description of architectural, engineering, and construction concepts, and the architectural, structural,
plumbing, fire protection, mechanical (HVAC), communications, electronics and electrical systems to be used.

12. A listing of codes to which the projects design complies.

13. A fact sheet indicating names, addresses and phone numbers of the Owner, Architect and consultants.

14. If, in the opinion of the A/E, Section 267.021 FS, pursuant to Section 267.061(2) FS, is applicable to the project he shall consult with the Executive Director OFDC and present all options available and the reasoning behind the applicability of the statute. If the Executive Director OFDC determines that it is required by SREF or in the best interest of the district to notify the Department of State, the A/E shall demonstrate that the Department has been contacted and that any conflicts between the project and conservation or historical interests of the Department have been, or, are being resolved. This contact should be made with the Compliance Review Staff, Historic Preservation Section, Division of Historic Resources, Department of State, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

15. Cost and area analyses correlated to the program requirements and established budgets.

C. ADVANCED SCHEMATIC DESIGN REQUIREMENTS:

Should include, but not be limited to, any of the following that are applicable:

1. For projects under $10,000,000, a Basis of Design Booklet (or binder) explaining the basis of design and describing how the design solution satisfies the project scope. The basis of design should summarize the opportunities and constraints influencing the design and rationale behind design. The booklet will also serve as a vehicle to acquaint interested upper management and lay persons with the particulars of the project. Provide a narrative description of the design and construction concepts and how they are responsive to the program.
2. Provide a Basis of Design Booklet summarizing the opportunities and constraints influencing the design and rationale behind the design.

a. Introduction – Provide a brief description of the project scope, purposes, data sources and contents. Provide a fact sheet indicating names, addresses and phone numbers of Owner, Architects and Consultants.

b. Goals – Provide a statement of the architect’s understanding of the Owner's project objectives stated in terms of function, form quantity, quality, economy, and time.

c. Facts – Identify pertinent data, amenities, configuration and operations including general site planning, functional organization, design, site use and development. Identify existing facility’s structural, mechanical, and electrical systems. A description of existing zoning and its restrictions, any other site factors controlling development, and recommendations for resolving them. An identification and presentation of code requirements and local authorities and other state agencies having jurisdiction. Provide a review of codes having bearing on the project and report specific problems encountered in conforming to these specific codes or any problems which may arise in satisfying these permitting agencies, as well as solutions, waivers or variances, if any, being pursued.

d. Needs – Provide space and functional program requirements, schedule requirements, and compatibility with established budget requirements.

e. Problem Statement – Provide summary statements identifying unique and essential project design and construction criteria. Provide recommendations regarding additional required services; surveys, soil borings, detailed cost estimates, models, etc.

f. Provide a preliminary project description. Describe major site, architectural, structural, mechanical, plumbing, fire protection, cathodic protection, communications, electronics and electrical systems with proposed construction products and materials;
include off-site improvements if applicable. Provide a description of the features and provisions provided in the facility for use by disabled persons.

g. Provide cost analysis with summary and project and schedule.

h. Appendix – Provide relevant information such as Owner’s directives, relevant correspondence, graphical data referenced in document, functional diagrams, space planning tables, and reduced drawings.

3. A plan showing how the project fits into the master plan for total facility development, if applicable.

4. Site plans showing existing and proposed roads, walks, circulation elements, on-site and off-site utility systems, accessible route(s), plantings and special site features. Include flood plain considerations.

5. Studies and reports relative to site and its topographical, ecological, botanical and other features contributing to the solution or requiring significant alteration of the existing site.

6. Floor plans indicating accessible route(s), provide a plan for each proposed level. Repetitive levels do not need to be shown separately but may be grouped. Horizontal control dimensions should be indicated.

7. If the project is an addition, or is otherwise related to existing buildings on the site, the plans shall show such facilities and their general arrangement and relationships.

8. A life safety plan indicating class of construction, occupancy, exiting patterns, exit width calculations, smoke compartments (if applicable), and fire ratings for walls, doors and other openings. If smoke control systems are planned, so indicate. Provide plan at same scale as floor plan.

9. Floor plans and interior elevation studies of typical repetitive modules such as classrooms. Complex areas such as kitchens should also be enlarged at $\frac{1}{4}''=1'-0''$ scale or larger, if applicable. The footprint, volume and organization of repetitive components should be established.
10. Building sections at least two perpendiculars to each other and at the same scale as the floor plans. Provide dimensions to establish vertical control.

11. Exterior elevations the same scale as the floor plans.

12. Structural framing plans at the same scale as floor plans indicating primary vertical and horizontal structure.

13. HVAC plans at the same scale as the floor plans showing proposed schematic arrangement of primary equipment.

14. Plumbing plans at same scale as floor plans including location and schematic arrangement of primary equipment.

15. Electrical plans at the same scale as floor plans including locations and schematic arrangement of primary equipment, switchboards and panel boards.

16. Provide project product material binder and specification notebook based on design decisions reflected by the schematics arranged in C.S.I. format.

17. When required by your contract, provide presentation materials including study sketches, perspectives, and other drawings as appropriate to convey design intent; provide study model(s) when appropriate.

D. PHASE REVIEW AND COMMENT:

The A/E shall submit completed Schematic Design (Phase I) documents to DCPS for review and comment. During the Schematic Design phase review meeting(s), the A/E shall present the proposed design to the Design Review Team and show that the design meets the program requirements and educational specifications for the project; and, the project budget is adequate for the proposed scope of work. The A/E is responsible for the meeting minutes and recording the required changes and comments to a set of documents.

E. RESPONSE TO DESIGN REVIEW TEAM COMMENTS:

The A/E shall consolidate the meeting minutes, notes and comments into a written response to the Design Review Team including revised Schematic drawings and submit to the Project Manager. The response shall address all review comments and
include the A/E’s intention to incorporate the changes and comments into the documents.

F. SCHEMATIC DESIGN (PHASE I) APPROVAL

Approval of Schematic Design (Phase I) documents is required before proceeding to Design Development (Phase II). The Project Manager will issue a Letter of Approval to the A/E to document that the phase submittal is approved. This Schematic Design (Phase I) approval is given with the explicit understanding that all expectations of the program, codes, rules, regulations, and laws will be capable of satisfactory evolution in the later phases and the economic constraints of the project budget will not be exceeded.

4.03 DESIGN DEVELOPMENT (PHASE II)

A. SUBMISSION REQUIREMENTS:

1. General: All design decisions should be documented in Design Development (Phase II) as these documents when approved will provide the basis for Construction Documents. At the completion of Design Development (Phase II), it is expected that all design, technical, administrative and cost challenges will have been resolved and that there will be no carry over of design or basic research to the next phase. The A/E shall present enough documentation to fully explain the quality level decisions and solutions that have been reached. This documentation shall consist of drawings, outline specifications, perspectives, models cost estimates, material samples and a booklet of design criteria such as sketches, calculation, notes and economic or engineering analysis. Specification cut sheets for lighting, plumbing, hardware, HVAC equipment, architectural specialties, special equipment, and other key elements are to be included. All considerations concerning “Safe School Design” principles and CPTED should be incorporated and discussed with this submission. Sections 1013.37(1) and 1013.38 Florida Statutes requires full compliance with State Building Code. Life Cycle costs evaluations outlined in Section 1013.37(1)(e) shall be documented in the Design documents Appendix 9.14.

2. Development Procedures: Any conferences needed with DCPS personnel concerning the project and its requirements, either in the office or on site, shall be
coordinated with the Project Manager. The A/E will provide minutes of each meeting to the Project Manager, with copies to all attendees.

A formal review meeting shall be arranged by the Project Manager for the A/E. The meeting will be attended by the Project Manager and the Design Review Team. The contracted number of copies of review materials shall be sent to the invitees by the A/E a week prior to the meeting. At the meeting, the A/E will explain the design and the decisions that have led to it. The A/E will explain how the design meets the requirements of the program, with particular emphasis on space allocation, function, budget, codes, engineering concepts, and local building requirements. The A/E shall complete and provide minutes of the meeting to the Project Manager with copies to other attendees.

B. SITE:

The information pertaining to the site and its development should be presented as an entity passing across professional disciplines. It should include, but not be limited to:

1. Informational data – Location plots, property and topographical surveys, subsurface boring logs and plans, ecological and botanical surveys, easements, zoning and other appropriate information.

2. Master Plan – A copy of the master plan, indicating the location of the project and total scheme, if applicable.

3. Flood Hazards – In accordance with Section 255.25(6) show that the proposed construction is in compliance with the flood plain management criteria for mitigation of flood hazards, as prescribed in the rules and regulations of the Federal Emergency Management Agency or what is to be designed and constructed to bring the proposed construction into compliance therewith.

4. Environmental consideration – Necessary design data, specifications, and cost estimates for preservation, dust, erosion, sedimentation and run-off control, where applicable, as an integral part of the design and construction project. Such controls will be limited to the area involved in the construction operation and those required by applicable
ordinances, rules, laws, etc. Environmental control is not to be confused with landscaping. The information provided will include statements regarding the type of treatments selected, the affected areas, and the reasons for the selection of the type of controls chosen.

5. Grading and Site Development – The data provided, in addition to the proposed development, should include a statement of the general soil conditions with a brief outline of the soil exploration and testing performed.

6. Site Construction – All permanent features to be constructed on the site. Indicate on plans footprint of buildings and different design disciplines.

7. Roads, Walks, Parking, and Handicapped Accessibility – Indicate the type and volume of traffic, speed limit on roadways, controlling wheel loads, classes of surfacing under consideration, with justification for same, any deviation from criteria for those classes. Parking requirements per code, program, occupant load, etc. Provide for handicapped accessibility in the site elements and to the building in accordance with applicable codes and the Florida Accessibility Code for Building Construction (FACBC). Any exceptions shall be documented in writing, discussed and agreed upon.

8. Utility Services – All existing and proposed utility services including runs, locations, capacities, sources, characteristics, materials and installation methods should be fully described. The energy sources (gas vs. electrical vs. solar, etc.) should be evaluated for the equipment to be installed. Indicate on site utilities plan above and belowground utilities, points of connection to off-site services, buildings and facilities. Distinguish between existing and new work with different line types or tonal qualities.

   a. Electrical: A statement relative to the adequacy of the primary supply at the point of takeoff. If the source is inadequate, state measures proposed to correct the deficiency. A/E should determine electrical demands and the consumption profile of the proposed electric utility (and possibly with competing companies) for the most advantageous rates, including off peak loading, reducing demand charges etc. Address grounding and lightning protection.
requirements and solutions. Electrical site plan should show lighting and site power locations, service locations and sizes.

b. Fuel distribution and storage information shall include the following:

   (1) Gas:

      (a) Statement of type, location and size of take off from supply, and available pressure.

      (b) Statement of type and material for pipes and valves.

      (c) List applicable codes for installation, permitting, licensing, maintenance and future replacement and a statement indicating compliance and impact.

   (2) Liquid Petroleum Products:

      (a) Statement of type, location and size of takeoff from supply, and available pressure.

      (b) Description of the type of system and proposed features.

      (c) Statement of the basis for storage capacity, rate of pumping, and number of dispensing outlets.

      (d) Description of power supplies and power requirements.

      (e) Selection of type of materials for pipe, tanks and valves.

      (f) List applicable codes for installation, permitting, licensing, maintenance and future replacement and a statement indicating compliance and impact.

   c. Domestic Water and Fire Protection:
(1) Source, minimum and maximum pressure at each building and in the system, and an explanation of the existing system covering particularly the type, capacity, present flow, condition, present water use, and unsatisfactory elements of the component parts.

(2) A statement of the type of construction proposed, materials for water mains, or wells, etc.

(3) The distribution system, a statement of design, domestic and fire low usage of well pressure, elevation differential, and the designer’s preliminary estimate of tentative pipe sizes.

(4) A statement of tentative sizes, elevations, capacities, etc., as can be readily determined without long computations or design consideration for reservoirs, treatment units, plumbing plants, well pumps and such units.

(5) Fire mains shall conform to NFPA 24.

(6) Separate fire mains from potable water supply by a listed backflow preventer.

(7) Determine source, availability and adequacy of fire protection water supply by obtaining test data from local authorities on flow and pressure of existing or proposed water supply systems.

a. Sewers and sewage disposal systems: Information provided shall include:

(1) An explanation of existing systems, particularly the type, capacity, condition, present flow, and unsatisfactory elements or components.

(2) The interpretation of the degree of treatment necessary by field requirement and units necessary for treatment.
(3) A statement of the design factors with present design population per various units for the sewage treatment plant.

(4) Statements of materials to be used for the sewage system, sewage collection system, and the sewage treatment plants.

(5) Means of effluent disposal.

e. Storm water retention, detention and conveyance system.

(1) An explanation of the existing system covering particularly the type, capacity, condition, and unsatisfactory elements or components.

(2) A statement of the type of construction proposed, material, etc.

(3) A statement of the design requirements, calculations and tentative pipe sizes.

f. Chilled water supply and return with indication of connection points shall be indicated on plan.

9. Electronics and Instrumentation - As related to the site, the following information shall be provided:

a. System engineering concepts.

b. Site and location considerations.

c. Antenna requirements such as types, separation, heights, aircraft clearance, and area requirements.

d. Site communications and control linkages.

e. Electronic security considerations.

10. Cathodic Protection – In addition to the proposed design, provide:

a. Results of soil resistivity measurements.

b. Variations in soil make-up.
c. Soil moisture content and normal seasonal variations.

d. Results of temporary cathodic protection tests, if any.

e. Results of structure to soil potential measurements where protection is to be provided.

11. Lawn Irrigating Systems - Provide tentative layouts, materials, sizes, etc. Utilize the parameters outlined in Rule 60D-14, Xeriscape.


13. Landscaping – provide preliminary data on plant species, size and massing layout. Utilize the parameters outlined in Rule 60D-14, Xeriscape. Landscape plan shall include planting, lighting, landscape, hardscape, site furniture and recreational elements.

14. Lateral and transverse sections through the site shall indicate development of the site, when it is necessary, due to substantial elevation changes or circulation at more than one level.

15. Any special consideration pertinent to the site and its development.

C. BUILDING:

Each building should be fully described. Drawings should be organized for subsequent use as contract document drawings. Include title sheets with zoning, building, fire, life safety, plumbing, mechanical and electrical code summaries and calculations; area and location maps; and a drawing index. The information should include, but not be limited to the following:

1. Architectural drawings shall include:

   a. Abbreviations, symbols, legends, room numbers, room material code index (if used), key notes and general notes.

   b. Key Floor Plans
c. A plan of each floor with dimensions, room names, room numbers, room material codes (if used), wall and partition type indications, ceiling heights, openings (i.e. window, door, and louver locations with symbols), plumbing fixture locations, casework, collateral equipment, building specialties, shafts, chases, suspended slab openings, and depressed slab locations.

d. Large scale (1/4” to 1/2” per foot) floor plans, reflected ceiling plans, and elevations of typical repetitive elements (i.e. exam room, offices, dormitories, etc.)

e. Life safety plans indicating the class of construction, occupancy, exiting patterns, exit widths and calculations, smoke compartments (if applicable), and fire ratings for walls, doors and other such openings, exit signs, and fire detection and protection devices. If smoke control systems are planned, so indicate.

f. Reflected ceiling plans with light fixture locations and ceiling materials; coffers, vaults, domes, and other special constructions; and operable partitions.

g. Roof plans showing all equipment locations, penetrations, slopes and drainage.

h. Interior elevations.

i. Transverse and lateral sections through the building, indicating heights, vertical circulation, and relationship. The finished floor elevation of each level should be given.

j. Exterior elevations, giving floor elevations at each level and showing finish materials.

k. Exterior wall sections and details necessary to indicate the methods of construction and to determine the overall “U” values achieved as required.

l. Preliminary opening schedules (e.g. door, window, and louver) and all sizes, types, constructions, finishes, hardware, frame types, and fire ratings.

m. Wall and partition schedules.
n. Preliminary architectural finish and color schedules – applied finish colors may be omitted at this phase. If a third party interior designer is involved, ensure that the architectural room finish schedule differentiates between architecturally selected finishes and interior designer selected finishes; indicate where interior designer finishes are documented.

o. Conventional and accessible toilet accessory schedules with fixture related mounting locations and heights.

p. Toilet partition types and supports.

q. Casework and countertop locations, profiles, configuration, and materials.

r. Architectural woodwork location, profiles, and materials.

s. Building specialties with their locations.

t. Exterior horizontal and vertical closure and roofing systems.

u. Horizontal and vertical circulation including chutes, shafts and their fire ratings and their ancillary and equipment spaces.

v. Fire-resistive assemblies and their locations.

w. Sound-rated assemblies, including operable partitions and their locations.

x. Provide for handicapped accessibility to all areas of the building in accordance with applicable codes and the Florida Accessibility Code for Building Construction, FACBC. Any exceptions shall be documented in writing, discussed and agreed upon.

y. Area recap and square footage should be indicated for the project in comparison to that required by the program.

z. Provide list of all safety equipment, including cost that has been included in the project.
aa. Other information considered necessary for the development of the program or explanation of the design, including a threshold building statement as defined in Section 553.71 Florida Statutes.

bb. The formal architectural rendering, if required by your Contract, should be submitted after approval of the Design Development documents.

c. After approval of Design Development Phase II, but prior to completing Construction Documents Phase III, provide color schemes and schedules for all areas, interior and exterior. Material and sample palettes shall be provided, including exterior materials.

dd. Sketches as necessary to portray the design concept.

e. A description of the materials used for all major items of construction.

2. Structural:

a. A description of foundation conditions, types of foundations to be used, the method by which the allowable bearing value is to be determined, and the maximum allowable bearing capacity for the foundation.

b. Statement as to the type of construction adopted and reasons therefore with capacities, dimensions, or other size criteria.

c. Floor plans showing structural foundation systems and sub-slab construction, horizontal and vertical framing systems showing slab (or equivalent) edges, suspended slab openings, depressed slab locations, lateral load cross bracing, and typical construction details. Indicate proposed length and spacing of principal members, etc. Note floor elevations.

d. The description of the structural roof system proposed with principal members’ dimensions, etc.
e. Provide structural building sections, transverse and longitudinal, indicating vertical relationships and headroom.

f. Note limited load carrying capacities and statement of live loading to be used, including floor loads, wind, earthquake, etc., with justifying data.

g. Provide calculations and design criteria when requested.

h. A statement of any special considerations that effect the design.

i. Provide general notes, but do not duplicate info in specs.

3. Heating Ventilation, Air Conditioning (HVAC):

a. Provide floor plans showing major plant equipment sizes and location, heating and refrigerant supplies and returns, air-handling equipment locations and air-handling distribution, air-handling supply systems and discharge locations and sizes, air-handling exhaust systems and intake locations and sizes, shafts and chases.

b. Provide sections showing equipment and locations of ductwork.

c. Energy Conservation – Provide calculations and criteria in the form and detail required to fully comply with the requirements of the Florida Energy Conservation Manual for projects less than 5,000 feet. For projects over 5,000 square feet, the HVAC Design shall reflect the approved alternative resulting from the life-cycle cost analysis.

d. Provide full description of the energy management control systems (EMCS) proposed for use including current and future capabilities. The Engineer is alerted that DCPS has a contract for automated management controls through a single manufacturer for standardizing and interfacing building controls. The Controls Engineer must arrange, through the
Project Manager, a timely coordination meeting with the Controls Contractor and installer.

e. Heating Systems:

(1) Statement of indoor and outdoor design temperatures and "U" factor for walls, ceilings, floors, etc., to be used in design.

(2) Heating medium, such as steam, hot water, baseboard, forced warm air, unit heaters, etc.

(3) Type of heating system such as converter, baseboard, forced warm air, unit heaters, etc.

(4) Types of building temperature control, and energy management control systems.

(5) Location and type of heating plant.

(6) Brief explanation of the basis for selection of type of fuel, including an economic comparison with other fuels.

f. Ventilation:

(1) Statement of type of system and the design intent.

(2) Show in the Design Development documents the selected design approved for maintaining indoor air quality (such as outdoor air quantity, recirculation through air purification devices, etc.). Provide a building ventilation schedule and a floor by floor air balance schedule.

(3) Indicate the ventilation air quantity during cooling and heating seasons and referenced code, standard or rule setting requirements.

(4) Describe your design’s ability to meet ASHRAE 62-1989, ventilation for acceptable indoor air quality.

g. Air Conditioning:
(1) Provide a brief description of the air conditioning system proposed, such as factory assembled or built-up system, variable air volume (VAV), constant air volume (CAV), number of zones (if applicable) or unit type, chilled water system, or direct expansion, type of refrigerant, etc.

(2) Statement of areas to be air-conditioned.

(3) Statement of inside temperatures and relative humidity, if applicable, outside wet and dry bulb design temperatures, “U” factors for the type of construction proposed and a statement of the economics of applying insulation and/or sun shades. Reference code, standard or rule determining requirements.

(4) Description of equipment to be used such as reciprocating or centrifugal compressor, condenser, air-handling equipment, duct system piping, etc.

(5) Type of building temperature control system, such as electric, electronic or pneumatic and sequence of operation.

h. Refrigeration (cold storage):

(1) Statement of areas to be refrigerated, indicating their usage, and temperatures to be maintained.

(2) Outside design dry and wet bulb temperatures.

(3) Type of refrigeration equipment.

(4) Type and thickness of refrigeration insulation.

i. The HVAC Design Professional is reminded of his obligation to provide classroom and office spaces that fall within recommended room criteria and noise criteria levels.

4. Electrical
a. Indicate electrical service entrance characteristics, transformer requirements, etc.

b. Indicate electrical characteristics, such as phase, voltage, number of wires, etc., of each circuit. Provide a breakdown of the estimated connected load to show:

(1) Lighting and convenience outlet load.

(2) Power load for building equipment such as heating, air conditioning, etc.

(3) Loads for special operating equipment such as compressors, x-ray equipment, pumps, etc., and for power receptacles being provided to energize special equipment. Apply an appropriate demand factor to each, to compute a total demand load.

c. Indicate the location of the main switchboard or power panels, light panels, transformers and all equipment panels.

d. Indicate type of wiring system, such as rigid conduit, electrical metallic tubing, etc., and where proposed for use.

e. The type of conductors and insulation, etc., and their proposed location.

f. Show the location of all lights, power outlets, switches, GFCI, etc.

g. Describe the proposed pertinent standards of design such as voltage drop, lighting intensities, and types of lighting fixtures, in accordance with life-cycle cost analysis.

h. Describe the short-circuit duty required for all protective devices and switchgear.

i. Indicate the requirements for the emergency electrical system.
j. Ensure that the electrical information for the facility is fully coordinated with the site electrical requirements and the low voltage communications system requirements.

k. Describe the lightning protection system. Indicate resistance and continuity tests to be performed.

l. Show the location of tamper proof receptacles (when required), etc.

m. Provide any other information deemed necessary.

5. Communication, Electronic and Instrumentation Provisions:

a. Provide sufficient information, including engineering concepts for review purposes of the systems proposed, i.e. – intercom system, telephone system, public address system, radio and antenna systems, television antenna systems, protection alarm systems, respond tie-ins and any other data or systems deemed necessary.

b. Indicate equipment selection.

c. Site or location considerations for equipment.

d. Required radio paths and propagation.

e. Antenna requirements such as types, separation, tower heights, aircraft clearance, and area requirements.

f. Antenna transmission lines, terminations and switching.

g. Bonding and grounding requirements.

h. Communication, control cables and radio links.

i. Test equipment, repair shop and spare parts storage requirements.

j. Equipment and instrumentation arrangement and space requirements indicating requirement for racks, consoles, and for individual mounting.
k. Wiring and cable requirements plus terminations.

l. Power and lighting requirements, including emergency or standby requirements.

m. Air conditioning requirement, including humidity and dust control requirements.

n. Interference and clearance requirements.

6. Plumbing:

a. Provide preliminary layout of utility lines and building construction service lines with elevations and sizes fundamental to design.

b. Provide fixture schedule and floor plans showing domestic hot and cold water supplies and returns, major horizontal and vertical services, the location and sizes of fixtures, equipment and the number of persons served.

c. Preliminary building sections showing riser and branch lines, fixtures and equipment.

d. Provide the estimated number of fixture units, demand and GPM for all plumbing fixtures.

e. Provide the estimated minimum and maximum water pressure at each building.

f. Indicate the type of heater and capacity for hot water supply, when hot water is authorized.

g. Indicate requirements for acid dilution tanks (laboratory waste), grease separators (foodservice wastes), etc.

h. Additional details as necessary to describe or clarify any other conditions.

7. Fire Protection:

a. Indicate service hydrants, post indicator valves, stand pipes and test valves.
b. Indicate risers and hose cabinets. Provide a riser diagram.

c. For sprinkler systems, indicate the hazard rate of occupancy, the type of sprinkler system (wet or dry), and the water volume, pumps and pressure required. Delineate any special system such as carbon dioxide, foam, halon etc., that will be required.

d. Layout sprinkler head coverage based on NFPA 13.

e. Indicate type of protection for sprinkler pipes and heads located in unconditioned spaces.

8. Special Equipment: If equipment is to be purchased by others, indicate N.I.C. (Not In Contract), and specify who is to assemble, set-up and provide the utility rough-in's and final connections of this equipment. Indicate all equipment, such as:

   a. Kitchen equipment
   b. Auditorium seating
   c. Stage curtain and equipment
   d. Gym layout and equipment
   e. Window coverings
   f. Hospital equipment
   g. Lawn irrigation equipment
   h. Vacuum cleaning systems
   i. Material handling equipment
   j. Telephone/data communication systems
   k. Fire Alarm Panels and Devices

D. BASE BID AND ALTERNATES:

The A/E shall recommend the scope of the base bid and the additive alternates proposed to receive a base bid within budget.
Alternates must be listed in order of priority and will be awarded in that sequence as funds allow. The base bid must be structured so that the project will function as intended if the alternates cannot be awarded.

E. BASIS OF DESIGN BOOKET:

Update Basis of Design Booklet from schematic phase but no need to update preliminary project description. Booklet should include an estimate of probable construction cost with the Design Development Phase II submittal. This shall be compared with the Owner’s approved budget.

Booklet should also include an area analysis of the project. This shall be compared to the approved program. The area analysis should include the net and gross square footage and efficiency factor by floor and overall.

G. OUTLINE SPECIFICATIONS:

Provide outline specification and arrange according to C.S.I. format.

H. PROJECT PRODUCT BINDER MATERIAL:

Update product binder from schematic phase and continue updating with the addition of new materials and products as they are selected.

I. COMMENT AND APPROVAL:

After the review meeting, or upon receipt of the review materials, the will coordinate the review and approval of the Design Development Phase II submittal. Approval of Design Development Phase II must be given prior to proceeding into Construction Documents Phase III. Approval of Design Development Phase II does not transfer to DCPS any of the liabilities and responsibilities of the Architect/Engineer.

J. RESPONSE TO DESIGN REVIEW TEAM COMMENTS:

The A/E is to review the documents with all appropriate DCPS technical and staff employees prior to the phase review meetings. The A/E shall complete all required DCPS and DOE forms for each phase review. The A/E shall respond in writing to the Design Review Team’s comments giving a reply to each individual comment. The response shall be submitted to the Project
Manager. Any other changes in the design contemplated by the A/E as a result of the review comments are to be so noted in the response.

4.04 CONSTRUCTION DOCUMENTS: PHASE III

A. GENERAL:

At completion of 100% Construction Documents Phase III, it is expected that all design, technical, administrative and cost challenges will have been resolved and that there is no carry over of work from this phase to the bidding phase.

B. NON-TECHNICAL SPECIFICATIONS (Design/Bid Projects Only):


1. Cover Sheet – Retype the cover sheet, providing the missing information and the current date. When the final bid set of the Contract Documents Phase III is prepared, the current date will be the date that the Contract Documents Phase III are made available to prospective bidders; all drawings and specifications are to bear this date and the drawings are to be without revisions. Any required revisions to the Contract Documents Phase III after this date shall be made by addendum during the bidding period.

2. Table of Contents – Add the table of contents for the technical specifications by continuing the Non-technical Specifications Table of Contents utilizing the same page numbering system and using as many pages as necessary.

3. Advertisement for Bids – Utilize and insert the advertisement that will be provided by the Project Manager, as an attachment to the “Bidding Documents – Advertising and Bidding Approval Letter”. The type of licensed Contractor(s) capable of performing the project and to be shown in the “Advertisement for Bids” should be discussed and decided
upon by you and the Project Manager before the Project Manager prepares the “Advertisement for Bids.”.

4. Invitation to Bid – Retype entire letter on the A/E letterhead with filled-in blanks from data provided in the Advertisement for Bids. Discuss the amount of deposit for the Contract Documents Phase III with the Project Manager. This amount should cover only the costs of printing and handling rounded up to the nearest dollar.

5. Owner’s name, project number and other blanks which are listed in the instructions for completing the Non-technical Specifications.

6. The A/E is to complete the section listing permits and impact fees required of the Contractor. If known, the amount of impact fees should be given. If not available, either indicate an allowance or “to be paid by Owner.” Indicate if this is a threshold building project.

7. Time of Completion and Liquidation Damages: Fill in the blanks. Discuss the contract times and liquidated damages with the Project Manager. As a minimum, liquidated damages should cover the A/E fees for extended construction administration based on a daily rate.

8. Alternates: Make certain to list all alternate bid items. Give the alternate number followed by a brief work description, the word “add” and then a blank for the lump sum amount. The alternate shall be fully described elsewhere in the documents. The qualified bidder submitting the lowest bid will be that bidder who has submitted the lowest price for the base bid, or the base bid plus additive alternates, taken in the numerical order listed in the bid documents-not to exceed the budget determined by the Owner.

9. Unit Prices: If unit prices are desired from the Contractor, prepare a form for the prices desired, using the example as shown in the Non-technical Specifications. If unit prices are not desired, delete this paragraph from the form. It is recommended that unit prices be the price for adding or deleting work from the project. This will require the A/E to include a reasonable amount of units in the base bid which is expected to be used or encountered by the Contractor. Indicate that unit prices are exclusive of overhead and profit.
10. **List of Subcontractors:** Retype this sheet, insert only major licensed subcontractors applicable to this project and remove all unused blanks.

11. **Special Conditions:** The A/E should tailor this section to the needs of the project, adding, deleting or modifying paragraphs as necessary to fit the particular project. On smaller projects eliminate the Architect-Engineer trailer. On small projects, and where the work is not visible to the public, eliminate the project sign. Make any necessary adjustments to previous non-tech sections in this section.

**IMPORTANT:** Bid requirements and submissions in excess of those set forth in the DCPS standard “Instructions To Bidders” must be specified in detail to the Project Manager in writing prior to release of Construction Documents to prospective bidders.

**C. CODES:**

The A/E shall provide a certification with signature that lists all of the codes and local ordinances to which the project complies.

**D. COST ESTIMATES:**

At the end of each phase of design, a cost estimate is required of the A/E. The information should be presented in CSI format and given in recognizable units for estimating purposes (such as sq. ft, cu. yds, tons, etc). Compare this to the budget given in the program and in the Agreement between the Owner and the Architect/Engineer.

**E. AREA ANALYSIS:**

The A/E shall submit an area analysis of the project.

**F. DRAWING REQUIREMENTS:**

1. **General –** the A/E should ensure that the drawings are final and complete with all elements thoroughly checked and coordinated to ensure that there are no conflicts between architectural, structural, mechanical, electrical, civil and other portions of the work. Particular emphasis shall be placed on coordination when elements of the design are performed under subcontract to another firm. The drawings should be prepared so that Change Orders to Construction Contracts
will not be necessary due to errors, omissions, inadequacies, lack of coordination among the various design disciplines or conflict between various component parts or with the specifications. When applicable, the design data should be shown on the drawings, i.e.:

a. Occupancy classification of all areas both for Building Code and NFPA 101.

b. Floor areas and occupancy classification areas in square feet.

c. Loads – Roof and floor live loads, wind loads and total loads.

d. Basic working stresses for – concrete, structural steel, wood, concrete block, masonry.

e. Foundations – Allowable soil pressure for spread footings and bearing value for piles.

f. Means of egress – Identify clearly on drawings.

g. Construction type and occupant loads.

h. Smoke partitions.

i. Fire and smoke barriers with fire resistance ratings as appropriate.

j. Details of fire stopping for all penetrations.

k. Sprinkler system design criteria; head locations and riser diagrams.

2. Medium: Unless otherwise instructed, the drawings should be prepared by CADD (Computer Aided Design & Drafting). The need and format should meet DCPS Computer Aided Design and Drafting Standard, attached Appendix 9.03.

3. Lettering: Lettering size should be a minimum of 1/8” high and mechanical lettering should be a minimum of 0.10”.

4. All engineering drawings, including sprinkler systems, shall be signed and sealed by the responsible engineer, in
accordance with the rules of the Board of Professional Engineers.

G. SPECIFICATION REQUIREMENTS:

1. General: The specifications shall be complete and final with all elements thoroughly checked and coordinated. Particular emphasis should be placed on the coordination of various elements of the specifications or portions of the specifications prepared under subcontract to another A/E.

2. Standard specifications: Maximum use shall be made of standard materials and methods of construction and standard specifications. Specifications for classifications of work and material issued by an approved association, such ASTM, and ASME, etc., may be included. Each referenced specification must be examined, before its use, to ensure that it is suitable for its intended purpose and that proper choice is made of the options given in it. Federal and military specifications may be used. When a small quantity of material is needed and a standard commercial product would be suitable, reference to a standard specification should not be made. **WHEN SPECIFYING BY PRODUCT, MODEL NUMBER, ETC., THREE ACCEPTABLE MANUFACTURER’S PRODUCTS SHOULD BE SPECIFIED (YOU MUST ASSURE THAT EACH MANUFACTURER LISTED DOES IN FACT MANUFACTURE AN EQUIVALENT PRODUCT). HOWEVER, WHEN THIS IS NOT POSSIBLE, THE WORDS, "OR ARCHITECT/ENGINEER APPROVED EQUIVALENT," MUST BE INCLUDED WITH THE ONE OR TWO SPECIFIED PRODUCTS.** In referencing standard specifications, the following rules should be followed:

   a. Avoid reference to specific paragraphs in the standard specifications, since it limits the requirements to the paragraph referenced.

   b. Avoid repeated references to a standard specification within the same section.

   c. Specify types, classes, weights, and similar applicable characteristics required to ensure an accurate description.
3. Code Compliance: Include in the Construction Documents Phase III a complete listing of applicable codes and regulations with current edition dates.

H. SEALS AND SIGNATURES:

The A/E shall submit bid documents and final drafts of reports under the seal, signature and date of the principal in charge, representing each firm performing services on the project. This shall be done in accordance with the rules of the respective Board for that registered profession. The number of signed and sealed sets required should be established at contract negotiation. Two sets, signed and sealed, will be required by the Chief Building Official for Building Permit requirements.

I. COMMENT AND APPROVAL:

Plans and specifications shall be sent directly to the Design Review Team, the Project Manager, and others, as directed, for review and comment or approval. Responses to the design review comments shall be sent to the Project Manager. The A/E shall give a reply to each comment, and if a change to the design is to be made as a result of the comment, then this should be mentioned and described in the reply. It may be more appropriate to send a drawing showing the changed design.

4.05 OTHER BASIC REQUIREMENTS:

AS THE A/E, YOU PLAY A KEY ROLE IN A SUCCESSFULLY MANAGED PROJECT. YOU ARE EXPECTED TO KEEP DCPS INFORMED OF THE SCHEDULE AND STATUS OF THE PROJECT. YOU ARE EXPECTED TO BE AWARE OF ALL LAWS, CODES, RULES, ORDINANCES AND PERMITTING AUTHORITIES HAVING JURISDICTION OVER YOUR PROJECT. You are expected to anticipate the projects’ need for additional information or services (such as soil borings, surveys, asbestos testing, etc.). You are expected to alert the Project Manager and initiate any proposals for additional services that are not a part of your basic architectural/engineering contract. The following is a partial list of expectations DCPS has of the A/E.

A. DOCUMENT SUBMITTAL:
The quantity and distribution of documents should be discussed at contract negotiations. In addition to DCPS, other permitting agencies may require multiple submissions or multiple copies for review. Send document submittals directly to the Review Agency(s) and provide a copy of the transmittal to the Project Manager.

B. PROJECT SCHEDULE:

The A/E shall submit a general schedule with projected calendar dates indicating the key steps leading to completion of design and construction. This should be submitted after receipt of the signed contract and be updated as required. Copies should be submitted to the Project Manager for approval and distribution. On large or complex projects, the schedule must be sufficiently detailed to show all interrelated activities such as concurrency application and approval, programming, space planning, permitting, etc. It should show the sequence of events with projected calendar dates for start and finish of planning, design, bid, construction and occupancy. It should show all tasks necessary to complete each phase of the project, show intervals for review between phases and indicate all permits, licenses and approvals by agencies having jurisdiction, whether application is made by the Owner, A/E or Contractor.

C. STATUS REPORTS:

The contract for professional services requires the A/E to prepare MONTHLY Planning and Design Reports to be submitted by the first of each month during design, and MONTHLY Construction Reports to be submitted by the first of each month during construction. These reports must cover all work through the end of the previous month, with special emphasis on items that are of critical importance to the extent that they may cause future delays or problems. Information provided shall be in sufficient detail to give a concise overview of the project, see Appendix 9.05 “Monthly Status Report Instructions and Forms”. The A/E shall submit these to the Project Manager. Do not make entries that require reference to earlier reports. Attach copies of the appropriate reports to pay requests during design and attach a copy of the current month’s Construction Report during the Construction Administration portion of the project.

D. AREA CALCULATION:

At the end of each phase of design, calculate the area of the project using the standard A.I.A. method. Compare this to the area
E. PUBLIC INFORMATION RELEASE:

Any proposed press releases must receive approval by DCPS prior to release. The nature of the services of the A/E requires that discretion be used in the release of any information throughout the project.

F. MINUTES OF MEETINGS, CONFERENCES AND CALLS:

The A/E shall take notes of the proceedings of all conferences, meetings and conference telephone calls that deal with matters of scope, design, and basic input or project development. From these notes, the A/E shall develop minutes of the proceedings and send copies to the Project Manager within 7 calendar days and to all participants. We recommend keeping a log and notes on all incoming and outgoing calls related to the project. These can be invaluable later in resolving any dispute that may arise. The A/E shall provide written response to all Owner’s written document/correspondence within 14 calendar days.

The A/E shall schedule the following meetings.

1. Contractor’s monthly pay application review and approval.
2. Monthly or bimonthly project meetings as required.
3. Energy Management Control System, EMCS vendor’s pay application review and approval.

G. FORMAL DESIGN PRESENTATIONS:

During the course of the negotiation, the required phase submittals and the manner of submittals will be discussed. Most submittals require design review meetings, which may be “working sessions.” Larger projects may require formal presentations to the School Board or Superintendent.

H. SITE INFORMATION:

The Project Manager will furnish the A/E with any available information relative to existing conditions at the site. The A/E should exercise due caution with these materials including original Phase III Construction Documents, as-built drawings and shop
drawings, and be satisfied by actual site investigation as to their validity before utilizing the data.

If authorized as an additional service, the A/E shall prepare measured drawings or conduct an investigation of hidden conditions. When the project requires more site information than is provided (such as, surveys and subsurface investigations), the A/E shall make arrangements and submit a proposal to obtain the additional information as an additional service.

I. MATERIAL AND EQUIPMENT SELECTION:

DCPS encourages the use of quality building materials. In general, materials should be selected to provide optimum service and lowest maintenance for the dollars spent. Products and materials manufactured in the U.S.A., Florida and Duval County should be specified when possible.

Drawings and specifications should be prepared so that the bidder will be permitted a choice of materials or methods which are equally satisfactory for the purpose intended and are comparable in cost and quality when subjected to open market competition.

The use of asbestos or asbestos-containing materials, ACMs, (including vinyl asbestos tile) is prohibited in buildings being renovated, remodeled or constructed for DCPS. Both the A/E and the Contractor will be required to complete affidavits stating that no asbestos containing materials have been specified or installed in the project.

J. PROTECTIVE CONSTRUCTION, SHELTER IN PUBLIC BUILDINGS:

The State of Florida, in accordance with F.S. 255.042, has instituted a policy of consideration of protective construction and/or fallout shelters in public buildings. The degree of protection to be provided will depend on factors that vary with the type, size, location, and cost of the individual structure or facility. When the program so instructs, the design of a project will consider such protection and shall provide an evaluation of its costs.

The planning and design of a project will provide for protective construction by slanting. Slanting is defined as the incorporation, without appreciable extra cost or reduction in efficiency, of certain architectural and engineering features into a new permanent type
structure and portions thereof to improve their resistance to damage or to protect materials, function and/or personnel.

These features may provide immediate improvement or may facilitate later conversion for such purposes. Where slanting can be provided at no appreciable cost, it should be applied to all permanent new construction.

K. DOCUMENT REVIEW AND COORDINATION:

The A/E shall thoroughly review, check and coordinate all elements of each and every submittal including those of consultants to avoid omissions and conflict. These checks should be made by persons other than those preparing the material. The name of the checker shall be indicated on all drawings, computations, and other submittal. Upon review of submitted materials, if the Design Review Team or the Project Manager determines that it has not been reviewed, checked and fully coordinated, the submittal may be rejected and returned to the A/E for satisfactory completion.

L. JURISDICTION OF OTHER AGENCIES:

Many State and local agencies have specialized knowledge or jurisdiction over certain aspects of building projects. They should be contacted early in the design process for consultation and coordination to ensure timely inputs and approvals. The A/E shall review his project with the Project Manager to determine which agencies may be involved.

M. UTILITY SERVICES AND CONNECTION:

It is the responsibility of the A/E to investigate any utilities that are available, or are being made available, their characteristics and capacities, and the application and permitting requirements for connections. The A/E shall ensure that the Construction Documents Phase III are fully coordinated with the utilities to be connected, that service and capacity is available, and that permits can be obtained for each. The contract documents shall reflect the responsibility of the contractor for all the following conditions.

1. Temporary relocation of all security phone, data, fire alarm, and intercom systems. These systems must remain fully functional at all times. Also, the security thereof.

2. The reinstallation of security, phone, data, fire alarm, and intercom systems.
3. The installation of all new security, phone, data, fire alarm, and intercom systems. This includes all equipment and software. Coordination with utilities, cable and phone companies for the installation of building systems and required utilities services. The contractor shall be responsible for contacting and scheduling all utilities service installation work, including cable and phone companies.

4. Security work shall be included and administered under the general contractor. DCPS has a list of preferred installation contractors.

The A/E shall coordinate the HVAC Test and Balance and the EMCS Supply Contract during the design and construction stages of the project. Please contact the DCPS Maintenance Foreman to schedule a meeting on site to locate all utilities. ALL UTILITY LOCATES MUST BE PLACED ON CONTRACT DOCUMENTS. There will not be any utility locates during construction.

Damages caused to any utility lines such as electrical, storm, sewer, water, cable, phone, and gas are contractor’s responsibility, and he is to immediately repair the line and notify the Project Manager and the DCPS Code Inspector. Contractor will be responsible for all procedures to restore utility services as governed by the regulator agency (City Public Works). This includes providing bottled water and conducting tests to ensure the utility service has been properly restored.

N. CODES, RULES, REGULATIONS AND PERMITS:

The A/E shall provide with each design submittal a listing of all codes and regulation that are followed in the design of the project. The A/E shall further certify by signature that the design documents fully comply with those codes and regulations.

O. LIFE SAFETY AND FIRE PROTECTION:

It shall be the responsibility of the A/E to ensure that the design provides optimum measures for life safety and fire protection. The A/E shall abide by the governing codes and regulations. Where a question of Life Safety Code interpretation exists, the A/E shall contact the DCPS Project Manager for resolution assistance. In the continuation of decision-making, the following order of precedence shall be observed:

2. Protection of materials and equipment of high monetary value and of records that would be difficult to replace.

3. Protection of buildings and their components.

4.06 ADDITIONAL SERVICES

In addition to basic services, the A/E may be requested to provide additional compensable services for the Owner. SUCH SERVICES MUST BE AGREED UPON IN ADVANCE AND AUTHORIZED IN WRITING. Services will either be agreed upon for lump sum amounts, or for hourly rates with a maximum fee amount. The more common additional services are:

A. PROGRAMMING:

A program is a statement, prepared by or for the Owner, setting forth the conditions and objectives for a building project which includes its general purpose and detailed requirements, such as a complete listing of required rooms and their sizes, special facilities and interior environmental and energy requirements, etc. Normally the program is provided to the A/E prior to negotiations, but for certain projects the A/E may be requested to prepare the program or refine an existing program. This work is usually negotiated on a lump sum basis authorized prior to commencement of the work.

B. SURVEYS:

If available, a survey of the project site will be provided to the A/E by the Project Manager. If a survey is not available, the A/E shall, upon authorization by the Project Manager, arrange to have a survey made, the cost of which is paid as an additional service. The purpose of a site survey is to obtain all information necessary for drainage design, development of the site and for making utility connections to the building. Any existing structures or improvements on the site will be so designated on the survey drawings. The survey description and legal description by the surveyor shall be copied onto the drawing. If the survey is of a partial plot, it shall be so indicated. Securing a survey:

1. Determination of Need: The A/E shall determine the surveying needs in detail. These needs shall be defined and sent to the registered surveyor(s) of choice for pricing and
availability to schedule the work. The surveyor is considered a special consultant to the A/E.

2. Authorization: The A/E shall review the surveyor's service proposal and send it with a recommendation to the Project Manager, who, after review, will authorize the services.

3. Upon receipt of the survey, the A/E shall verify its completeness, and to the extent possible, its accuracy.

4. Upon receipt of the survey, the A/E shall send two copies to the Project Manager.

5. Survey content, minimum requirements:

   a. Shall meet the standards required under F.A.C.61G17-6. The surveyor may want to contact the Department of Environmental Protection, and Bureau of Survey & Mapping for any updated requirements.

   b. Boundary Survey – the typical boundary survey of property should indicate the following:

      (1) All headings and distances of property lines of all parcels that comprise the site.

      (2) The dimensions and locations of buildings, structures, easements, rights-of-way, setbacks, and encroachments on the site, and the presence of any undeveloped mineral rights to which the site is subject.

      (3) Details of all party walls, walls and foundations adjacent to, or within five feet of, the property lines.

      (4) Certification on the survey drawings by the city engineer or other qualified official that the officially established street lines, grades of curbs, sidewalks, and sewers are correctly given.

      (5) All surveys shall designate the full legal description of the parcel shown; said legal description shall also indicate if the parcel is part of a parent tract.
(6) The survey shall be certified, sealed, signed and dated by a land surveyor registered in the State of Florida.

c. Topographic Survey – The typical topographic survey drawings should indicate:

(1) Items one through six (1 - 6) above.

(2) The position, dimension, elevation, and contours of all cellars, excavations, wells, backfill areas, and the elevation of any water bodies.

(3) Generally, only trees six inches or larger in trunk diameter need be shown. The survey should note their identity, trunk sizes and approximate foliage area.

(4) Existing major shrubs, undergrowth and ground cover areas.

(5) Detailed information required to established curb and building lines, street, alley, sidewalk and curb grades and lines at, or adjacent to, the site and materials of which they are constructed.

(6) Floor elevations of all existing buildings to be renovated or to which additions will be made.

(7) All known utility services, including pipe sizes, pressures and electrical characteristics. The location and invert elevations of all piping, mains, sewers, poles, wires, hydrants, and manholes upon, over, or under the site, or adjacent to the site, if within the limits of the survey.

(8) The probability of water overrunning the site shall be investigated. The one hundred (100) year flood elevation and contour shall be indicated.

(9) The official data upon which elevations are based and the benchmark established on, or adjacent to, the site shall be clearly indicated.
Only one such data point or benchmark shall be used on any site for establishing the grades for a project.

(10) Contours and elevations or a grid system of not more than fifty-foot intervals shall indicate changes of slope over that portion of the site to be developed. The intervals for contours shall be tailored to the site where construction is anticipated.

(11) The contemplated data and description of any known or proposed improvements to the approaches or utilities on or adjacent to the site shall be given.

C. SUBSURFACE INVESTIGATIONS:

When the A/E determines that information on subsurface conditions is needed, the arrangements for the necessary investigations should be made upon written authorization from DCPS through the Project Manager.

The cost of these investigations will be paid by DCPS when they have been properly authorized. Any investigation undertaken should be extensive enough to provide all the information needed to complete the design and should be closely monitored by the A/E. Upon receipt of a geotechnical report, the A/E shall send two copies to the Project Manager. Any reports of surveys indicating a potential or suspect environmental condition exists shall be sent to the DCPS Director of Environmental Services for review and further direction.

Securing a subsurface investigation:

1. Determination of need – the A/E shall determine the testing needs in detail. This should be sent to the testing laboratories serving the project vicinity.

2. Authorization – The A/E shall evaluate the replies from the testing laboratories and determine which can provide the services required. The A/E shall forward the selected proposal with recommendations to the Project Manager. The Project Manager will authorize the A/E to proceed. The A/E is cautioned against proceeding with subsurface investigations until the authorization is approved.
Typical Requirements for Subsurface Investigation:

1. The A/E shall arrange for a full and comprehensive report prepared by a qualified professional with graphical indication of the soil strata in each test location and a written narrative analysis of the tests and their meaning with regard to design of the proposed construction.

2. Borings and test pits shall extend to stable soil below the bottom of all proposed foundations. A field log of each boring shall be made, recording the thickness, consistency and character of each soil layer encountered. Samples of each layer shall be taken and retained for later reference.

3. The amount of elevation of ground water encountered in each pit or boring, its possible variation during the seasons and its effect on the subsoil shall be determined. High and low levels of nearby bodies of water that affect the ground water level should also be determined and noted.

4. Appropriate laboratory tests shall be performed to determine the safe bearing value, compressibility, and characteristics of the various soil strata encountered.

5. Tests shall be made to determine if the soil has chemical characteristics, which would adversely affect foundations or metallic conduits or pipe.

6. Percolation tests.

D. ROOF INVESTIGATIONS:

When moisture or precipitation has occurred during roof installation, an infrared thermographic analysis, nuclear roof moisture profile inspection, or some other form of non-destructive analysis should be made after completion of the roof. The A/E should get quotes from at least two firms and send the proposals to the Project Manager with a letter of recommendation. The A/E is cautioned against proceeding with the investigation until the authorization is approved. For reroofing projects that may not require a complete replacement down to the deck, a roof investigation is recommended prior to designing this work. Also, roof cuts or cores are recommended to determine the roof composition and to determine if asbestos material is present. Any reports of surveys or tests indicating a potential or suspect ACMs exist shall be sent to
the DCPS Director of Environmental Services for review and further direction. See Section 4.06.F – “Asbestos Surveys, Testing and Abatement.” Again, a written approved authorization is required for this work.

E. MEASURED DRAWINGS: Normally authorized on an hourly fee with a maximum limit.

F. ASBESTOS SURVEYS, TESTING AND ABATEMENT:

1. General:

   a. Prohibition: In accordance with 255.40 FS “The use of asbestos or asbestos-based fiber materials is prohibited in any building, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any government entity.”

   b. SREF Requirements: SREF, in accordance with the federal Asbestos Hazard Emergency Act (AHERA) 40 CFR, Part 763, as revised July 1, 1995, requires the architect or engineer of record to sign a statement that no asbestos-containing building materials were specified, or, to the best of his/her knowledge, were used as a building material in the project. The contractor must certify to the DCSB that to the best of his/her knowledge, no asbestos-containing building materials were used as a building material in the project.

   c. AWARENESS: ASSUME THAT ALL EXISTING BUILDINGS MAY HAVE ASBESTOS CONTAINING MATERIAL (ACM)! Inquire as to the current status of the DCPS AHERA Management Plan for the project facility through the DCPS Director of Environmental Services and the DCPS Project Manager. All required asbestos surveys, testing, and abatement will be contracted and managed by DCPS Environmental Services – NO EXCEPTIONS.

   d. Notification of Contractors: For all projects involving renovation, remodeling or demolition, provide for these DCPS procedural requirements in an
appropriate section of the specifications. Provide for acknowledgement by the contractor for receipt of:

1. The current DCPS Environmental Services AHERA Management Plan Inspection Report for the facility and area of work involved. Arrange, through the DCPS Project Manager, for the contractor to meet with the DCPS Director of Environmental Services to review this report and provide information regarding the location of surveyed ACMs and the project facility’s abatement plans. Also, the DCPS Director of Environmental Services will address the procedures to be followed in the event a potential or suspect ACM is encountered.

e. Contractor Responsibility: The contractor should understand that even with the DCPS AHERA Inspection Reports there is the possibility that hidden materials within the construction of the building may have not been tested and have the potential or be suspect ACMs. The contractor will be responsible to see that all his personnel and subcontractors are made aware that during demolition, or any similar work, or in the process of connecting to or working adjacent to existing equipment or materials, if at any time, any workman encounters any suspect asbestos type materials, all work in that area will be stopped immediately. Precautions will be taken to minimize any worker or employee exposure or environmental pollution. The suspect area/spaces will be kept cleared until an analysis and a decision by the DCPS Director of Environmental Services has been made and the area cleared for work to continue. In the event the suspect materials proves to be asbestos, all affected areas will be kept isolated until such asbestos material has been removed under the direction of the DCPS Environmental Services and the spaces affected duly approved for normal use.

f. Communications: Working in occupied buildings, especially those with the potential for ACM disturbance or more importantly a project with full abatement work, necessitates a strict line of communications regarding all efforts of work prior to
design, during design, during construction and following construction.

2. Surveys, Testing and Abatement:

a. Involvement, Review and Approval: Involve the DCPS Director of Environmental Services and the DCPS Project Manager. The DCPS Director of Environmental Services will notify the appropriate Department of Environmental Protection contact.

b. Existing Surveys and Reports: Review with the DCPS Director of Environmental Services and the DCPS Project Manager the existing reports with respect to the time frame the report was made and what O&M or abatement work has taken place. If the survey or report was done prior to 1990, added quality control evaluations may be needed.

3. DCPS Environmental Services:

a. DCPS has an AHERA “Management Plan” that has an ACM survey section included for each DCPS property and facility building.

b. Copies of the AHERA “Management Plan” are available at the schools and from Environmental Services Department at (904-390-2220).

G. OTHER ENVIRONMENTAL CONCERNS: Other project environmental concerns such as; underground storage tanks, groundwater contamination issues, PCB containing products, mercury switches, fluorescent light bulbs, lead-based paint, and hazardous waste will be coordinated through the DCPS Director of Environmental Services. DCPS currently maintains a “Storage Tank Inventory” of known tanks and the A/E should contact the Director of Environmental Services to check the project site for existing conditions. The DCPS Director of Environmental Services will determine the scope responsibility of A/E and contractor for any of these issues on the project. The contractor will be responsible for proper disposal of hazardous waste in accordance with all local, state, and federal regulations for materials removed from the site in accordance with the project specifications and documents.

H. ADDED PROJECT SCOPE:
During the course of the project, the A/E may be asked to design additional elements by the City, the County, a Permitting Agency, or some other Agency having jurisdiction. The A/E should consult with the Project Manager and refer back to the program, the original fee proposal and the negotiation minutes. If this is not a basic service, or if this has not been discussed and agreed upon at negotiation, then this service may be authorized as an additional service. Some common examples of added scope may include:

1. Designing alternate bids outside the scope of the original program, or designing alternates over the budget once the A/E has advised DCPS of this during the design phase.

2. Securing and paying for permits such as driveway permits, storm water permits, DEP permits, etc.

3. Designing off-site utility or roadway improvements not in the original program or previously discussed and agreed upon during the original negotiation.

4. Detailed furniture plan and coordination or purchase of furniture and equipment for the project.

I. FULL TIME PROJECT REPRESENTATIVE: Sometimes referred to as "Clerk of the Works." This is usually authorized as a not-to-exceed amount and billed based upon hours worked.

J. EXTENDED CONSTRUCTION ADMINISTRATION: Refer to the Agreement between Owner and Architect/Engineer for definition.

K. LIFE-CYCLE COST ANALYSIS SUBMITTAL:

After Phase I approval, but prior to submittal of Design Development Phase II, the A/E shall submit the results of the life-cycle cost analysis for review and approval. The analysis shall comply with the Florida Building Code and related Florida Energy Simulation Tool (FEST) procedures. The submittal shall be bound and include the project number, project name and relevant data, results, FEST summary sheets, the engineer’s recommendation concerning the scheme with the lowest life-cycle cost, and the engineer’s seal. The engineer should utilize the same FEST-approved software for calculating the building heating and cooling loads as well as the life-cycle cost analysis. The worksheet provided in Appendix 9.15 should be completed and forwarded to the Project Manager for review.
L. MECHANICAL TEST AND BALANCE AND OTHER TESTING:

DCPS requires a T&B validation inspection. This may be accomplished through an independent test and balance firm hired by the A/E as an additional service. Similarly, the A/E may be required to perform other testing services, or retain testing subconsultants, to safeguard the Owner’s interest.

Some commonly authorized tests include witnessing factory chiller tests; lightning protection resistance and continuity tests; paving and materials tests; concrete cylinder tests; and fire flow and water pressure tests.

M. BUILDING COMMISSIONING:

Building Commissioning is a term that describes bringing the building systems from their static state to complete operation to meet both the intent and the user’s needs. It is a period for fine-tuning building equipment and controls by running through the various cycles and load conditions. The engineers should state the operational design features to be accomplished and provide operational instructions and sequencing to assure that the systems operate as intended. This service will be further defined by the A/E and may be authorized hourly or lump sum.

N. WARRANTY AND GUARANTEE INSPECTION:

Prior to the expiration of the one-year warranty and guarantee, the A/E may be authorized to schedule an inspection of the facility. A time would be selected when the Contractor, Project Manager, and other interested parties can attend. This inspection shall completely cover the constructed facility, and the A/E shall generate a list of all items requiring corrective action for the Contractor.

While DCPS is expected to contact the Contractor or his Subcontractor about deficiencies occurring during the warranty period, the A/E, if contacted, is expected to assist DCPS in obtaining satisfactory correction.

O. POST OCCUPANCY EVALUATION:

It may be desired to evaluate selected buildings after they have been occupied to provide feedback for designing and constructing future buildings. The A/E team may be authorized to evaluate the building usage, its systems and materials. The building occupants,
maintenance staff, and the building committee members may be interviewed for their input.

5.00 PLAN REVIEWS AND APPROVALS

At each design phase, as called for in your Agreement with the Owner, the A/E shall submit documents to DCPS and other reviewing Agencies for approval. In order to keep the process moving as quickly as possible, the A/E should transmit copies to all entities directly. The best method is to address the transmittal letter to the Project Manager, and at the bottom of the transmittal show copies with attachments to the other applicable Agencies. Likewise, each Agency may respond directly back to you and should copy the appropriate Project Manager. (Each phase shall be accompanied with a cost estimate with an A/E written statement that project is or is not within the contract-stated budget).

5.01 DCPS PROJECT MANAGER

The Project Manager will review documents with an emphasis on function, program, budget, design quality, schedules and construction materials. The DCPS Project Manager will coordinate the comments of others and help resolve any conflicting comments. The approval of a design phase submittal is issued only after the Project Manager is satisfied that the documents meet the requirements for that phase and that all others’ comments have been resolved or answered. DO NOT PROCEED INTO THE NEXT PHASE WITHOUT APPROVAL OF THE DCPS PROJECT MANAGER.

5.02 DCPS DESIGN REVIEW TEAM:

This team provides multi-disciplinary review and reviews projects for adherence to code, design, functionality, and quality with an emphasis on MEP systems and the building envelope. It is comprised of DCPS educational professionals, DCPS maintenance personnel, DCPS technical personnel, the Project Manager, and the Chief Building Official.

Every building over 5000 square feet must be analyzed for energy and life-cycle costs using one of four approved life-cycle cost analysis programs. The approved programs are as follows: Carrier Corporation’s HAP, TRANE Trace, Elite, or Micro Access. The analysis should include at least three scenarios. The A/E shall submit the life-cycle report along with the Design Development Phase II submittal. If substantial design changes occur after the initial life-cycle cost analysis has been submitted, the analysis shall be revised and resubmitted. The submittal shall be marked “revised.” Allow two weeks for processing each submittal.
5.03 OTHER AGENCIES:

The following is a list of some of the regulatory agencies that should be coordinated with by the A/E and to whom plans submittal shall be made if applicable:

- State Fire Marshal and local fire authorities
- Chief Building Official
- DLES for asbestos
- DEP or Corps of Engineers
- St. Johns River Water Management District
- Agency for Health Care Administration, Bureau of Plans and Construction
- Department of Transportation
- Local Authorities for zoning, comprehensive planning and land use development permits
- Bureau of Elevator Inspection
- DBPR, Division of Hotels and Restaurants for Public Food Service Establishments

6.00 BIDDING AND CONTRACT AWARD
(Design/Bid/Build Projects Only, except as noted)

6.01 APPROVAL TO BID:

Once the 100% Construction Documents Phase III have been reviewed and approved by all, the Project Manager will issue DCPS’ approval of the submittal. Some entities, such as the Chief Building Official, DOE, or other Agencies with jurisdiction may issue their approvals directly.

At this point, the bid time and location is to be established by the Project Manager in cooperation with the A/E. A complete public advertisement will be sent to the A/E, along with the “Bidding Documents – Advertising and Bidding Approval Letter.” Upon receipt of this information, the A/E shall fill in the appropriate blanks in the master specification. Three to four weeks should be allowed for preparation and receipt of bids; a longer time may be permitted on large projects. The A/E is not to proceed with bidding until approval is given by the Project Manager.

6.02 ADVERTISEMENT:

Projects projected to cost more than $200,000 will be advertised by the Project Manager in the Florida Administrative Weekly so that the advertisement appears at least 21 days prior to the established bid opening.
Projects projected to cost more than $500,000 will be advertised by the Project Manager in the Florida Administrative Weekly so that the advertisement appears at least 30 days prior to the established bid opening.

Projects under $200,000 shall be advertised for a minimum of one week. Under no circumstances will the A/E advertise or release the documents for bid until an approved bid date is received from the Project Manager.

The A/E shall also solicit bids from Contractors through personal contacts, through mailing out the INVITATION TO BID letter (found in the Non-technical Specifications) and through plan rooms, in order to obtain adequate bids from qualified Contractors.

6.03 PRINTING AND DISTRIBUTING DOCUMENTS:

The A/E should distribute drawings, specifications, and addenda to the DCPS Reproduction/Printing vendor, who in turn, will be main Point of Contact for all bidders, Builders Exchanges, Plan Rooms and other interested parties to request and pay for bid documents. The A/E may be requested to collect and account for plan deposit and purchase monies and pay for printing, handling, and mailing costs, if requested by DCPS. The A/E shall inform all prime Contractors of the mandatory requirements for prequalification of bidders, and any other special experience requirements for this particular project.

If the A/E prints the plans and specifications in-house, it must be done at rates comparable to commercial printing firms.

The A/E shall sign and seal four sets of plans and specifications. These sets shall be exactly the same as those given to the Contractors for bid preparation. Promptly send two sets to the Project Manager. As Addenda are issued, promptly send them to the Project Manager after signing, sealing and dating. The other two sets of plans, specifications and addenda are retained by the A/E, and later to be used by the successful Contractor to apply for the building permit.

6.04 ADDENDA (All Projects):

During the bidding period, the A/E shall issue addenda as necessary to clarify or modify the Construction Documents. HE SHALL NOT GIVE ORAL EXPLANATION OF THE PLANS AND SPECIFICATIONS, AND NO ORAL INSTRUCTIONS SHALL BE GIVEN BEFORE AWARD OF A CONTRACT. All instructions or clarifications shall be in the form of written addenda. Addenda shall be given to all bidders and document holders.
Bidders must be directed to acknowledge receipt of addenda on the bid form.

Addenda should be kept to a minimum. The receipt of facsimile copies should be verified by phone by the A/E. Do not use addenda as a means to respond to DCPS comments from the 100% Construction Document review. All addenda sent to DCPS shall be signed, sealed and dated. Avoid issuing Addenda too close to the bid date to avoid confusion. If a late addendum is absolutely necessary, then the bid date should be postponed to give an adequate number of days to review and include it in the bid.

6.05 PRE-QUALIFICATION OF BIDDERS:

All prime Contractors shall comply with the requirements in the DCPS Non-Technical Specifications Section 00101-1.03, entitled “Contractors and Subcontractors Qualifications, which includes the Contractor having a current certificate issued by the Florida Construction Industry Licensing Board and a current corporate license or charter renewal from the Florida Department of State, Division of Corporations (if the bidder is a corporation). The qualification procedure is self-explanatory; however, the Project Manager may be contacted for questions concerning pre-qualification. If a specialty Contractor is required, a separate prequalification period can be established to limit bidders to those with specialized experience. Consult your Project Manager for more information.

The bid proposal form requires the prime bidder to identify the major Subcontractors that the A/E and the Project Manager consider important to the project. However, we do not pre-qualify Subcontractors. The prime bidder is responsible for listing only qualified Subcontractors who are licensed to perform the work. The listing of unlicensed Subcontractors may disqualify the bid of a prime bidder.

6.06 MINORITY PARTICIPATION REQUIREMENTS:

DCPS has a Minority Business Affairs Office. Goals for each project will be established by the DCPS Minority Business Affairs Office.

6.07 RECEIPT AND OPENING OF BIDS:

Transmission of bids may be by hand, mail or other courier. FASCIMILE BIDS OR MODIFICATIONS ARE NOT ALLOWED. No bid is to be accepted after the published time of bid opening has passed. Only bids from qualified bidders will be considered for the award of the contract. The Project Administrator, and/or the Project Manager will receive and
open the bids at the appointed time and place in accordance with the procedures established in Chapter 60D-5. This duty may be delegated to the A/E. The A/E is requested to attend Bid Openings. The Project Manager and the A/E shall sign the bid tabulation sheet. The completed tabulation is to be given to the Project Administrator. After the bid opening, the bids will be copied and distributed to the Minority Business Affairs Office and the A/E for evaluation and a written recommendation. Once a recommended award can be made, the Project Administrator will post the Bid Tabulation and Notice of Award Recommendation at the location named in the advertisement.

6.08 AWARD RECOMMENDATION:

The A/E must review and evaluate the Low Bidder’s qualification data following the bid opening. The A/E shall review the low bidders proposed management staff, references and capability to perform the project and shall make a recommendation to the Project Manager. The low bidder will be judged as either qualified or unqualified. Should the bidder be judged unqualified that bid will be rejected and the bidder submitting the next lowest responsive bid will be given two calendar days to submit the required qualification data. The A/E shall write to the Project Manager making his recommendation.

6.09 CONTRACT PREPARATION:

After the award recommendation has been made by DCPS, the Project Administrator will prepare the contract documents and send them to the Contractor for bonds, insurance, signing and sealing. After the Contractor completes the contract documents, the Contractor returns all copies to the Project Administrator for execution and distribution.

The award of a contract does not give authorization to proceed to construction. THE CONTRACTOR SHALL BE CAUTIONED BY THE A/E THAT WORK SHALL NOT BEGIN UNTIL THE BONDS (If applicable), INSURANCE, BUILDING PERMIT, AND ALL OTHER NECESSARY PERMITS AND THE NOTICE TO MOBILIZE ON SITE AND PROCEED WITH CONSTRUCTION IS RECEIVED.

7.00 PERMITTING

It is the responsibility of the A/E to determine which authorities have jurisdiction, assure that the development of the project is fully coordinated with these agencies and see that their requirements are accommodated in the documents so that all permits and approvals can be readily obtained. This coordination begins with the schematic design Phase I and must be completed prior to taking of bids so that delays in start of construction do
not occur. Some agencies require fees for permits and approvals. Discuss this with your Project Manager. DCPS may be able to pay these agencies directly through electronic transfer of funds for these fees. This should be coordinated with the submittal of the permit application by the A/E.

8.00  CONSTRUCTION ADMINISTRATION (All Projects)

8.01  NOTICE TO PROCEED:

Award of a contract does not give the Contractor authorization to start construction. That authorization is given separately by DCPS and coordinated by the Project Manager. The Contractor shall be cautioned by the A/E not to commence construction until all applicable jurisdictional permits, a BUILDING PERMIT, BONDS, and a “NOTICE TO MOBILIZE ON SITE AND PROCEED WITH CONSTRUCTION” are received.

The contract will be issued to the Contractor after it has been signed by DCPS. The Project Manager will then send the Contractor a “Notice to Secure Permits” from all other agencies having jurisdiction on the project. The Contractor shall obtain all necessary permits within thirty (30) days. If additional time is required, the Contractor may request approval of a time extension for the purpose of obtaining any permit required prior to commencing construction on site. The Contractor must receive the building permit before work begins from the Chief Building Official. The permit will be issued after the Chief Building Official’s requirements have been met.

When the Project Manager has been notified BY THE A/E that the Contractor has secured all required permits, the "NOTICE TO MOBILIZE ON SITE AND PROCEED WITH CONSTRUCTION" will be issued. The Executive Director will execute the Notice to Proceed for issuance as prepared by the Project Manager. The dates specified in the "NOTICE" mark the start of construction, substantial completion, and final completion.

8.02  INITIAL CONSTRUCTION CONFERENCE:

Immediately prior to starting construction, or as soon as possible after the construction has started, the Project Manager and the A/E will arrange a pre-construction meeting with the Contractor, the major subcontractors, and any other interested parties. The purpose of this meeting is to discuss the requirements and responsibilities of the various parties. The Project Manager will chair this conference. To be a productive meeting the Contractor should bring questions regarding schedules, schedules of values, substitutions, submittals, etc., to the meeting to be discussed. The
A/E should be prepared to review the technical aspects of the project. This meeting may require the A/E to issue clarification drawings or supplemental instructions. The A/E shall keep detailed minutes, and after the conference, have the minutes typed and distributed to the Project Manager and all attendees. Items to be discussed include the following:

A. ROLES:

The Project Manager will handle liaison between DCPS and the A/E. All instructions to the Contractor must come from the A/E. Only the A/E can interpret the Construction Documents. However, the A/E cannot obligate the Owner to changes in the contract for either time or money.

B. SCHEDULE OF CONTRACT VALUES:

The A/E shall review the Schedule of Contract Values to ensure that it is sufficiently detailed and accurate to give a true indication of the distribution of costs in the project, and reflect the total contract amount. The Schedule of Values shall be broken out by CSI format and by subcontract where applicable. The schedule should sufficiently breakdown divisions to allow for vertical construction/building costs to be easily identified. Costs associated with FF&E, specialty equipment, and owner purchased materials should be shown as separate line items. General Conditions and Contractor Overhead & Profit shall always be separate line items. For CM Contracts there will be additional line items for preconstruction phase fee and construction phase fee. And, for Design-Build Contracts there will be additional line items for A/E or professional design fees, design phase fee, and construction phase fee. The A/E shall review the Schedule of Values with the Project Manager prior to approving the final Schedule of Contract Values. The A/E’s approval signifies that it is of sufficient detail for evaluation of the Contractor’s request for payment; that it fairly represents the apportioning of costs; and that it is not “front end loaded.” The Schedule of Contract Values when approved by the A/E becomes the basis for payment request submittals. Transmit approved copies to the Project Manager.

C. PROJECT SCHEDULE (Design/Bid/Build Projects):

A project schedule shall be submitted by the Contractor within 14 days of the issuance of the Notice to Proceed. Refer to the Agreement between Owner and Contractor and the Non-technical Specifications for schedule requirements. Projects greater than $2,000,000 require a CPM (Critical Path Method) for scheduling.
The A/E shall review the schedule for reasonableness and adherence to contract times. It shall be of sufficient detail to indicate precedent and antecedent work items. The A/E shall review the schedule with the Project Manager prior to approving the final schedule. Transmit approved copies to the Project Manager. The Contractor’s schedule and monthly updates serve as a focal point for most claims for time or delay costs.

The A/E shall determine whether the Contractor has met the schedule requirements with the initial schedule and with THE REQUIRED SCHEDULE UPDATES WHICH ARE A CONDITION FOR PAYMENT APPROVAL EACH MONTH. ALL SCHEDULE UPDATES SHALL ADHERE TO THE CONTRACT AND WILL NOT BE ACCEPTED WITH REVISED DATES FOR SUBSTANTIAL AND FINAL COMPLETION. ONLY APPROVED CHANGE ORDERS WITH TIME EXTENSIONS WILL ALLOW FOR ADJUSTMENTS IN THE DATES FOR SUBSTANTIAL AND FINAL COMPLETION.

D. SHOP DRAWINGS:

The A/E specifications should require that the Contractor submit all shop drawings to the A/E for approval. It is the responsibility of the Contractor to properly schedule the submission of shop drawings and the manufacture and the shipment of items to the job site in sufficient time to prevent delays in the progress schedule. The A/E is expected to complete shop drawing review within ten (10) working days after receipt or sooner if items are on the critical path. The A/E shall send to the Project Manager copies of all shop drawing correspondence concerning issues that affect schedule and material conformance with specifications. The A/E shall keep a running log of all shop drawings and their approvals and disapprovals. The A/E will receive two copies of submittals, shop drawings and cut sheets for DCPS. One copy shall be transmitted directly to the Project Manager. The A/E shall retain the second copy of all approved shop drawings to be turned over to the DCPS together with all guarantees, warranties, and as-built drawings at completion of the project.

E. RECORD DRAWINGS:

The Non-technical Specifications require record drawings that will completely show the as-built conditions at completion of the project. These should be available at the site and updated daily by the Contractor and subcontractors, checked at least twice a month by the A/E, and reviewed when the Contractor submits pay requests.
At the completion of the project, the A/E shall review all as-built drawings and ascertain that all data furnished on the drawings is accurate and truly represents the work as actually installed.

8.03 DISTRIBUTION OF CONTRACT DOCUMENTS:

The Contractor shall bring the permitted plans and specifications to the Initial Construction Conference. These plans and specifications must be the sets with the approval stamps and signatures thereon. The Contractor’s set of these documents is to be used for construction and shall be available at the site at all times for Code Inspectors. If the Contractor requires additional sets of documents, other than those listed in the Agreement, these may be purchased through the A/E office at cost. If sets have been returned to the A/E after bidding, then once DCPS document needs are met, any additional sets may be given free to the Contractor for use on the project.

8.04 PROJECT SIGNAGE:

If a DCPS Project Sign is called for in the contract, the size, type, and location should be agreed to during the Initial Conference and conform to all City of Jacksonville signage ordinances. The A/E is responsible for verifying the content of the project sign with the Project Manager and for transmitting this information to the Contractor in a timely manner. Construction signage for the Architect, Contractor and subcontractors should be combined into one sign that shall not exceed the dimensions of the DCPS Project Sign and shall conform to all City of Jacksonville signage ordinances. Multiple individual contractor signs picketing the project site will not be permitted.

8.05 CONSTRUCTION INSPECTIONS:

Under the Agreement between Owner and Architect/Engineer, the A/E shall provide adequate inspection during construction to assure that the project is being built in accordance with the plans, specifications, and other Contract Documents. Refer to your contract negotiation minutes for minimum trips, disciplines making inspections, expected frequency, etc. Each time the A/E or consultant makes a visit to the site, a written report shall be issued describing the construction status, reporting any problems that require resolution. Do not make entries that require reference to earlier reports. Provide copies of field reports to the Project Manager and Contractor.

8.06 CODE INSPECTIONS:

The Contractor is responsible for coordinating all code inspections with the DCPS Building Code Office, located at 1701 Prudential Drive, 5th Floor.
Jacksonville, FL. 32207. Phone (904)-390-2150. All project inspection requests shall be in writing, or electronically via e-mail using the DCPS “Inspection Request/Report Form” form, and sent directly to the Chief Building Official. **All Inspection requests are required 24 hours in advance of time inspection is required.** It is the responsibility of the Contractor to confirm the inspection with the Chief Building Official.

When DCPS Code Inspectors find a construction code violation, whether it is a design or construction error, the Code Inspector will note the code violation on the DCPS “Code Inspection Correction Notice”. A copy of the written report will be left with the Contractor at the time of the inspection. Also, a copy will be distributed to the A/E and the *Project Manager* with the original report filed at the DCPS Building Code Enforcement Office. **SPECIFIC INSTRUCTIONS FOR CORRECTION OF DESIGN or CONSTRUCTION ERRORS, ARE THE RESPONSIBILITY OF THE A/E. VIOLATIONS MUST BE CORRECTED AS SOON AS POSSIBLE. DCPS WILL NOT BE RESPONSIBLE FOR COSTS TO CORRECT CODE VIOLATIONS OR ANY RESULTING DELAYS.** The Contractor is responsible for requesting a re-inspection by the Code Inspector after corrections are completed. **ALL DOCUMENTED CODE VIOLATIONS MUST HAVE A RE-INSPECTION REPORT THAT CONFIRMS THE VIOLATION HAS BEEN CORRECTED.**

The A/E should understand that visits to the site by the Code Inspector or the *Project Manager* in no way substitutes for inspections by the A/E or the A/E’s Consultants. These code inspections also serve the secondary purpose of evaluating the adequacy of the inspection being provided by the A/E and the Consultants. During construction, the *Project Manager* will evaluate the services being provided by the A/E concerning field inspections.

8.07 **CLARIFICATIONS:**

When necessary, the Architect/Engineer should issue additional drawings and/or specifications to clarify the Contract Documents. Facsimile transmittals are encouraged to save time. All transmittal letters to the Contractor for clarification documents shall bear the following disclaimer: **“If these additional plans or specifications result in a modification of the scope of the basic contract in either time or money, the A/E shall be notified immediately.”** When clarification documents are issued to the Contractor, copy the *Project Manager*. If the Contractor makes a claim for time or money as a result of a clarification, the A/E must evaluate the claim and recommend to the *Project Manager* if a Change Order should be issued. **IMMEDIATELY NOTIFY THE PROJECT MANAGER UPON RECEIPT OF ANY CLAIM.**
8.08 MONTHLY CONSTRUCTION MEETINGS:

A construction conference will be called monthly, or as required by the project conditions and agreed to by the A/E and the Project Manager. The A/E will invite the following persons: Project Manager, Contractor and the appropriate subcontractors and the appropriate Design Consultants. Certain essential areas of information should be sought and reported in EVERY CONFERENCE, such as:

A. Project progress as it relates to schedule
B. Schedule updates
C. Payment requests and their status
D. Change Orders and their status
E. Special problems and remedial action required
F. Results of previous agenda items and their status, action taken, results, etc.
G. Code violations and corrections as reported by inspections
H. Shop drawing submittal and approvals

The A/E shall chair the conference, keep detailed minutes, and after the conference have the minutes typed and distributed to the Project Manager and all attendees.

8.09 CONTRACTOR’S PAY REQUESTS:

The A/E, the Contractor and Project Manager shall agree in advance of the date selected for their periodic construction meeting. There are two preferred methods for reviewing monthly pay requests. One method is for the Contractor to supply the A/E with copies of the construction payment request several days prior to the meeting date for review. This pay request is to be reviewed, and if found correct, approved at this meeting. Minor corrections can be made and initialed as necessary to reflect the A/E’s approval. A second approach is to review a draft of the pay request at the construction meeting. Once agreed upon, the Contractor types, signs and transmits the final version to the A/E for signature. After certifying, the A/E shall transmit the Contractor’s pay request directly to
the Project Manager for processing. A TOTAL OF FOUR NOTARIZED COPIES, WITH BACK-UP DOCUMENTS, ARE REQUIRED.

It should be emphasized that materials must be stored at the site and cannot be removed from the site after the payment has been made. An itemized listing of materials stored on-site should be prepared on the Contractor’s letterhead, listing those items stored at the end of the period and those items listed in the previous months request which are now incorporated in the project. The date on this list must match the date on the Certificate for Partial Payment. The detailed description of stored materials should show quantities and size of materials. The usual terms of reference should show quantities and size of materials. The usual terms of reference such as tons of steel and types of windows will be acceptable. Shipping tickets or invoices may be required of the Contractor as back up to substantiate quantities. A copy of the stored material list shall accompany each copy of the Pay Request.

If the Contractor deems it necessary, the Contractor may store material off the construction site if there is a prior written agreement between the A/E, DCPS, and the Contractor. The Contractor must provide the following:

A. Proof of applicable insurance.

B. A written guarantee of delivery on the job site.

C. A written title to all materials covered by application for payment, which will pass to the Owner.

D. An on-site inspection of facilities, by the A/E to verify the authenticity of quantities of stored materials. The Contractor will be responsible for reimbursing the A/E for all incurred expenses resulting from each inspection. A copy of the materials list, on Contractor’s letterhead, requested to be stored off-site should be submitted with each Partial Payment Request.

In accordance with Section 218.735 Florida Statutes, the A/E is responsible for reviewing and processing the contractor pay requests as outlined in the following procedure provided for in the contractor’s agreement.

Partial Payments:

1. Within twenty (20) business days of receipt by the Owner of a complete, proper Contractor’s monthly Application for Payment containing all of the information required by the Owner, the Owner shall make partial payments to the Contractor on the basis of the amounts certified and approved estimate made for work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner. Ten percent (10%)
retainage shall be held on all payments until the Agreement is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner will approve a reduction of the retainage from ten percent (10%) to five percent (5%). After fifty percent (50%) completion of the Project, the Contractor may request payment for up to one-half (1/2) of the retainage held by the Owner, and the Owner will make such payment for all funds not in dispute. All such retainage released shall be paid by the Contractor to subcontractors and suppliers. Required MBE Forms are required to submitted with all Pay Requests.

2. If a payment request does not meet the Agreement requirements, the Owner will reject the payment request within twenty (20) business days after receipt of the payment request, providing directions to the Contractor for the actions necessary to correct the payment request. Once a correct proper payment request is received by the Owner, the Owner shall make payment Ten (10) business days after the corrected payment request is received by the Owner or Architect/Engineer.

3. If the Owner uses an Architect/Engineer (acting as Agent), the timeframe for payment in 1. above shall be 25 business days after the date a complete satisfactory payment request is received by the Architect/Engineer.

4. The amount thus withheld may be reduced by the Owner after the Owner and the Architect/Engineer affirm that the Project has been substantially completed in accordance with the Agreement so as to permit use of the facility for its intended purposes without unreasonable inconvenience. The reduction of retainage shall be at the sole discretion of the Owner. The Owner shall not be responsible to the Contractor for any claim or loss that may result from the failure of the Owner to reduce retainage.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that payrolls, material bills and other cost and liability incurred by the Contractor in connection with the construction of the work have been paid in full, or any other documentation requested by the Owner, final payment on account of this Agreement shall be made within thirty (30) calendar days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner on the issuance of Certificate of Final Inspection by the Office of Facilities Planning and Construction. All applications for payment must contain partial or full release of liens from subcontractors, duly notarized.

C. Final Payment - Final payment constituting the unpaid balance of the Cost of the Project shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the Contractor has verified by his signature that he has completed all items specified and that this Agreement has been finally performed. However, if there should remain work to be completed, the Contractor and the Owner shall list those items prior to receiving final payment and the Owner may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished work and portion of the Contractor’s retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

8.10 MONTHLY STATUS REPORTS Appendix 9.05:
The A/E will supply the Project Manager with a report of construction progress EACH MONTH and an updated summary schedule for the construction furnished by the Contractor.

These reports shall begin upon issuance of the Contractor’s contract and will not terminate until transmittal of the Contractor’s final payment request. Numbered in consecutive order, reports shall be prepared at the end of each month and be mailed in time to be received by the fifth (5th) day of each month. A copy of these reports should be attached to the A/E’s pay request.

8.11 TESTING:

The A/E shall clearly set forth in his technical specifications the tests to be carried out during construction. Responsibility for payment for tests is generalized in the Non-technical Specifications BUT MUST BE DEFINED IN THE TECHNICAL SPECIFICATION FOR FREQUENCY, QUANTITY AND QUALITY. THE A/E SHALL ARRANGE FOR ALL TESTS THAT ARE TO BE PAID BY DCPS. The A/E is cautioned not to proceed with any testing until a written additional services authorization from the Project Manager is approved. You should also ensure that the Contractor does not obligate DCPS for payment of tests that are not authorized in writing by the Owner. The arrangements for an authorization for testing are considered a basic service of the A/E.

8.12 CHANGE ORDERS Appendix 9.09:

A. GENERAL:

Changes in the work (Construction Contract) shall be held to a minimum and be consistent with the original scope and budget. The A/E shall not permit “swapping” of extras and credits except through a written Change Order. All changes in the work, regardless of the amount, must be thoroughly documented by Change Order. Where a change is made at no cost, or where added and deleted work balance in cost, a Change Order shall be initiated to record the fact that such changes were made and a full description and explanation shall be given. The A/E will not under any circumstances approve any changes in time or cost without written approval by the Project Manager. All Change Orders must be accompanied by a revised “Schedule of Values” that reflects the changes and adjustments requested in the Change Order.

B. INITIATION OF CHANGE ORDERS:
The A/E should actively involve the *Project Manager* with full details and price quotations on proposed Change Orders in order to provide guidance on how to proceed. The A/E should discourage changes in the work that may be requested during the later stages of the construction period.

The A/E must promptly prepare both the Contract Change Order and the backup data. The Change Order shall fully specify the scope of the work explaining completely what each item entails and the cost or credit, and time extension involved. THE A/E SHALL ATTACH A LETTER GIVING ADEQUATE JUSTIFICATION AS TO THE CONDITIONS ON A PARTICULAR PROJECT NECESSITATING THE CHANGE AND HIS CONCURRENCE IN THE PRICING. THE LETTER SHOULD ALSO STATE WHO INITIATED THE CHANGE ORDER. Also, attach the written proposal from the Contractor with a detailed breakdown of cost, showing quantities and sizes of materials, unit costs, labor profit and overhead. A revised “Schedule of Values” should be attached reflecting the requested changes and adjustments. Should an emergency change item occur requiring immediate action, immediately contact the *Project Manager* for advice and procedures to follow. The cost of any changes not receiving prior authorization shall be the liability of the person authorizing such changes.

Process Change Orders as they develop on a timely basis. Do not wait until the contract is scheduled for completion or accumulate items before processing a Change Order. It is our policy not to process any Change Orders near the end of construction that will delay the final completion unless the change is of a critical nature.

C. **REVIEW:**

The A/E should discuss any Change Order proposals with the *Project Manager* prior to its preparation. Large changes, changes that result from a code violation, or those which could affect code should be reviewed with the *Project Manager* prior to issuing the proposal to the Contractor for pricing. After the contractor's pricing and the draft Change Order have been discussed with the *Project Manager*, the A/E shall transmit THREE COPIES of the Change Order form (but not his letter), to the Contractor for signature and return to the A/E. Simultaneously, the A/E shall transmit a review copy of the Change Order, justification, Contractor's cost proposal and any other related material to the *Project Manager*. When the three signed copies of the Change Order are received from the Contractor, the A/E shall sign all copies, add the Contractor's proposal and breakdown of costs, add any applicable supplemental
instructions or request for proposals, add the justification letter, and then transmit THREE FULL SETS OF THE CHANGE ORDER PACKAGE TO THE PROJECT MANAGER.

Quantities and costs shall have been reviewed carefully by the A/E and determination made that they are reasonable and accurate changes and adjustments have been made to the “Schedule of Values” before submitting the Change Order to the Project Manager.

DCPS shall pay a fair value, and only one time, for the end result to be achieved under the contract. Where items of material, equipment or work have been inadvertently omitted from the contract documents and are necessarily included in the contract Change Order, the Owner shall pay the first cost of the omitted items since such cost was not included in the bid.

EXTRA COST TO THE OWNER BECAUSE OF CORRECTIONS OR MODIFICATIONS RESULTING FROM OMISSIONS OR FOR REMOVAL OF INSTALLED WORK WHICH HAS TO BE TORN OUT AND REPLACED BECAUSE OF ERROR, OMISSION, OR FAULT ATTRIBUTABLE TO THE A/E SHALL BE ASSESSED TO THE A/E. THIS SHALL INCLUDE THE CONTRACTOR’S OVERHEAD, PROFIT, AND OTHER CHARGES RESULTING FROM THE ERROR OR OMISSION.

EXTRA COSTS TO THE OWNER BECAUSE OF CONSTRUCTION NOT INSTALLED IN ACCORDANCE WITH CODE OR SPECIFICATION STANDARDS, INCLUDING WORK COVERED UP PRIOR TO CODE INSPECTION, WILL BE ASSESSED TO THE CONTRACTOR.

The Project Manager will carefully review each Change Order. If necessary information is found to be lacking, the A/E will be called to add the information required to complete the package. The Project Manager will keep an accurate and up to date log so that he will know at all times where each Change Order is and when it has been approved. Upon approval by the required DCPS personnel or School Board, a signed set of the Change Order will be returned to the A/E and the Contractor.

D. TIME EXTENSIONS:

The A/E shall review the contract documents for the basis upon which a time extension request can be granted. THE CONTRACTOR SHALL INDICATE WHAT THE AFFECT IS UPON
HIS SCHEDULE AND WHY WORK CANNOT BE DONE CONCURRENTLY. SUBSTANTIATING DATA MUST BE SUBMITTED WITH REQUESTS FOR TIME EXTENSIONS. Such time extensions, if justified, will be granted by contract Change Order only. It is important that written notices of delay be submitted to the A/E and the Project Manager within ten days of the beginning of the delay. Time extensions for changes in work must be included on the contract Change Order form authorizing such changes.

DO NOT WAIT UNTIL THE END OF CONSTRUCTION TO PROCESS TIME EXTENSION CHANGE ORDERS.

Non-Excusable and Excusable Delays

1. A Non-Excusable delay is any delay which extends the completion of the work or portion of the work beyond the Contract Time and which is caused by the act, fault or omission of the Contractor or any subcontractor, materialman, supplier, or vendor to the Contractor. Delays in obtaining permits caused by the Contractor's actions or lack of actions are Non-Excusable Delays. A Non-Excusable Delay shall not be cause for granting a Contract Time extension and shall subject the Contractor to liquidated damages.

2. An Excusable Delay is any delay which extends the completion of the work and which is caused by circumstances beyond the control of the Contractor or its subcontractors, materialman, supplier, or vendor to the Contractor. The Contractor may be entitled to a Contract Time extension for each day the work is delayed beyond the Contract Time due to an Excusable Delay.

3. The Contractor shall document its claim for any time extension in accordance with the requirements of this Article 10. Failure of the Contractor to comply with all requirements as to any particular event of Project delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of Project delay.

4. An Excusable Delay may be Compensable or Non-Compensable. For Compensable Excusable Delay the Contractor shall only be entitled to Additional Construction Phase Fee adjustments as outlined in Section 8.1.2 A.3. above.

5. An Excusable Delay is Compensable when:
   a. The delay causes the work to extend beyond the Contract Time, and
   b. The delay is caused by circumstances beyond the control of the Contractor or its subcontractors, materialmen, suppliers, or vendors, and
   c. The delay is caused by an act or omission of the Owner, or of the Architect/Engineer, provided however, delays caused by permitting agencies, whether or not part of DCSB, are Non-Compensable Excusable Delays to the extent that such delays were not caused by the Contractor; permitting delays caused by the Contractor are non-excusable delays.
6. **An Excusable Delay is Non-Compensable when:**

   a. **It is caused by circumstances beyond the control of the Contractor, its subcontractors, materialman, supplier, or vendor to the Contractor, and is also caused by circumstances beyond the control of the Owner, Architect/Engineer and/or permitting agencies, whether or not part of DCSB, to the extent that such delays were not caused by the Contractor, or**

   b. **It is caused jointly or concurrently by the Contractor or its subcontractors, materialman, supplier, or vendor to the Contractor and by the Owner, the Architect/Engineer, and/or Consultants, then the Contractor shall be entitled only to a time extension and no further compensation for the delay, or**

   c. **The delay does not cause the Work to extend beyond the Contract Time.**

8.13 **CLAIMS FOR DAMAGES:**

   Claims should be submitted by the Contractor directly to DCPS, through the *Project Manager*, as required by the conditions of the Contract. HOWEVER, WHEN THE A/E IS PRESENTED WITH ANY WRITTEN REQUEST FOR DAMAGES BY THE CONTRACTOR, THE A/E MUST IMMEDIATELY COPY THE *PROJECT MANAGER* WITH THAT NOTIFICATION. The A/E acting as the Owner’s agent, shall make a thorough and objective analysis of the claim, in a timely manner, consistent with terms of the Construction Contract and shall advise DCPS of the A/E’s opinion. DCPS will respond to all claims as required by the conditions of the contract.

8.14 **INSPECTION BY OTHER AGENCIES:**

   Where other agencies are involved with inspecting the work, it is generally the Contractor’s responsibility to notify these agencies of the need for inspection and certification. The A/E should prompt the Contractor of this need at least 60 days before scheduled contract substantial completion. The A/E will coordinate the Consultants for participation in these inspections. Such items requiring coordination of inspection may include, but are not limited to;

   - Fire Alarm Certification by DCPS Code Inspector/State Fire Marshall
   - Sprinkler Certification by DCPS Code Inspector/State Fire Marshall
   - Elevator Certification by State Elevator Inspector
   - Emergency Generators Certification by the Manufacturer
   - Water Systems Certificate to Construct and Certificate to Operate by DEP
   - Sewage Systems Certificate to Construct and Certificate to Operate by DEP
- Stormwater Systems Certification by the Water Management District
- Medical Facilities inspection and approval by the Agency for Health Care Administration
- Kitchen/Food facilities inspection by the local Health & Human Services Department
- Manufacturer Inspection start-up and testing of boilers and chillers

8.15 OCCUPANCY PRIOR TO COMPLETION:

Although DCPS discourages the occupancy of any project prior to final completion of all punch list items by the Contractor, circumstances sometimes warrant early occupancy. If DCPS must occupy the project or a part thereof, prior to final completion and acceptance of construction, the following items shall have been accomplished prior to occupancy:

A. A “Certificate of Occupancy” Appendix 9.08 shall be issued by the DCPS Chief Building Official with provisions noted for incomplete work. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED WITHOUT A FIRE ALARM CERTIFICATION AND COMPLETE LIFE SAFETY CODE COMPLIANCE.

B. Written agreement from the Contractor that none of the provisions of this contract are being violated.

C. Written approval from the resident agent of the Contractor’s insurer that the builder’s risk coverage provisions will not be violated.

D. All arrangements shall have been made in writing between DCPS and the Contractor pertaining to the payments for utility costs, maintenance and repairs during the period of joint occupancy.

E. A written statement from the A/E indicating any punchlist items outstanding in the area proposed for joint occupancy by DCPS and the Contractor.

F. Any other items DCPS deem necessary. The Project Manager will furnish a copy of these items if required.

8.16 SUBSTANTIAL COMPLETION:

The term “substantial completion” shall mean that the project under this contract is sufficiently completed in accordance with the contract documents, so that the owner can occupy or utilize the work or designated
portions thereof for the use for which it is intended, as expressed in the contract documents.

In order for the project to be deemed substantially complete, the Contractor must confirm that the project is in compliance with all applicable building codes and ordinances, and the Contract Documents. Once the project is deemed substantially complete the A/E shall prepare **THREE (3) ORIGINAL COPIES** of the “Certificate of Substantial Completion” Appendix 9.07. The A/E shall transmit the original copies, signed by the A/E and the Contractor, to the Project Manager for execution. The Executive Director will execute the “Certificate of Substantial Completion” and an original will be returned to the A/E and Contractor.

A. **VERIFICATION OF CODE COMPLIANCE:**

The Contractor shall notify the Chief Building Official that the project is substantially complete and arrange for Code compliance inspections. The Contractor must have the “Record of Completion” certification from the Fire Alarm System vendor/subcontractor for the Life Safety inspection. ALL CODE VIOLATIONS NOTED BY THE CODE INSPECTORS/STATE FIRE MARSHALLS MUST BE CORRECTED PRIOR TO THE A/E VERIFICATION FOR CONTRACT COMPLIANCE.

B. **VERIFICATION OF CONTRACT COMPLIANCE:**

The Contractor shall notify the A/E that the project is substantially complete and the A/E will arrange for a Contract compliance inspection. At this time, all previously uncorrected code violations shall have been corrected and passed inspection by the Code Enforcement Office. The A/E shall select a time when the Contractor, Project Manager, Chief Building Official/Code Inspectors, Maintenance Foreman, and other interested parties can attend.

The A/E’s substantial completion inspection shall be detailed and complete. The Contractor is to inspect the project and prepare a punchlist prior to the A/E’s inspection and provide it to the A/E. The A/E shall then prepare a master punchlist to include the comments of all attendees and any corrections needed with provision for indicating the room or location and provision for indicating correction at a later date. This punchlist shall be assembled and transmitted to the Contractor expeditiously. Should it become apparent that there will be numerous items to be added to the Contractor’s punchlist, the A/E should cancel the inspection and tell
the Contractor to reschedule when the project is in fact ready. When the project is deemed substantial, the A/E shall prepare the “Certificate of Substantial Completion”.

8.17 FINAL OCCUPANCY CERTIFICATE (OFDC-110) Appendix 9.08:

Final inspection shall be arranged by the A/E after notification in writing by the Contractor that the punchlist work has been completed and after advice from the A/E’s inspection team, that the work is ready for final inspection. The A/E shall select a time when the Contractor, Project Manager, Chief Building Official/Code Inspectors, Maintenance Foreman, and other interested parties can attend. Form 110 will be completed and transmitted to DOE.

This inspection is to verify that all corrections from previous inspections have been made. Following the inspections, the A/E shall prepare a new list of items, if any, requiring correction and shall make another inspection, if necessary, to ensure that all the work has been completed. All punchlist items that were found at the time of substantial completion shall have been completed by the time stated in the Construction Contract for Contract completion. COSTS FOR ADDITIONAL INSPECTIONS BY THE A/E FOR REVIEW OF PUNCHLIST ITEMS NOT COMPLETED AT FINAL INSPECTION SHALL BE ASSESSED TO THE CONTRACTOR.

A. CERTIFICATE OF FINAL INSPECTION (OFDC-209) Appendix 9.06:

FOUR COPIES of the Architect/Engineer’s Certificate of Final Inspection shall be prepared by the A/E after the final completion. The Contractor shall complete, sign and notarize FOUR (4) COPIES of the (OFDC-209) and submit them to the A/E.

The total amount of the contract shown on the certificate shall include the sum of all approved Change Orders. The substantial completion date on the A/E Certificate of Contract Completion must be the same as that shown on the substantial completion form.

The actual final completion date should be the same or earlier than the contract completion date. If not, the A/E must recommend charging liquidated damages as provided in the contract or a Change Order, completely justifying any extension of time. Approval of any late Change Order can delay processing of final payment to the Contractor. Therefore, this requirement should be addressed early. The A/E should retain both the Contractor’s Affidavit of Contract Completion, and the Architect/Engineer
Certificate of Contract Completion; he should then hold them until the Contractor’s request for final payment is furnished. Attach the certificates to the Request for Final Payment.

B. GUARANTEES AND OPERATING INSTRUCTIONS:

The A/E is responsible for obtaining all guarantee documents from the Contractor. The Contractor shall be responsible for collecting, identifying, indexing and collating the materials from the subcontractors, and will deliver two copies of the finished document to the A/E for checking. When the A/E has approved these, send all documents to the Project Manager and copy the Contractor with the transmittal. The A/E may wish to obtain an additional copy of all documents for their office files.

As applicable, complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties for each and every piece of equipment furnished under this contract are to be supplied in a ring binder, hard cover book, properly indexed for ready reference. Also, specific information regarding manufacturers’ names and addresses, nearest distributors and service representative’s names, addresses, office and home phone numbers, make and model numbers, operating design and characteristics, etc., will be required. All information submitted shall be updated to reflect existing conditions.

The specifications must provide that the Contractor and/or subcontractor shall provide competent and experienced personnel, thoroughly familiar with the work, for a reasonable period of time to instruct DCPS personnel in operation and maintenance of equipment and control systems, subsequent to the time of substantial completion and receipt of as-built drawings, operations and maintenance books, but prior to the date of final acceptance. The instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operating personnel will be thoroughly familiar with both the system and the data supplied. Complete systems may require videotaping of instruction by the Contractor. Evidence that this instruction has occurred must be included in the Contractor’s final submittal.

C. KEYS:
The specification must also provide that the Contractor will deliver keys to the Project Manager or his designee.

D. AS-BUILT DRAWINGS:

During the progress of the work, the specifications require the General Contractor and the subcontractors for plumbing, air conditioning, heating, ventilation, elevator, and electrical to record the exact locations as installed, on their field sets of drawings, walls and doors, and all conduit, pipe and duct lines, etc. whether concealed or exposed.

Upon completion of the work, this data shall be recorded to scale by the Contractor, at the Contractor's expense, utilizing CADD in accordance with the requirements of the Non-Technical Specifications. Where the work was installed exactly as shown on the contract drawings, the drawings shall not be disturbed other than being marked “as-built.” In showing the changes, the same legend shall be used to identify piping, etc., as was used on the contract drawings. A separate set of drawings shall be prepared for electrical, plumbing, heating, air conditioning, elevator, and ventilation work unless two or more divisions are shown on the same sheets of the contract drawings. In that case, the various subcontractors shall also show their changes on the same sheets. Each sheet shall bear the date and name of the subcontractor submitting drawings. The Contractor shall review the completed as-built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. Where manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts etc., are involved as part of the work, the Contractor shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution for this project. The disks shall be submitted to the A/E when completed for review. The A/E shall review the as-builds and forward them to the Project Manager at the time of final completion.

E. FINAL PAY REQUEST CHECKLISTS:

DCPS has a checklist to assist both the Contractor and A/E in gathering the required materials for the final pay request. The Project Manager is to provide this checklist at the Pre-Construction Conference. The Contractor's Final Pay Request will not be processed until all items on the checklist, Appendix 9.13, have been received by the A/E, reviewed and accepted as complete and accurate, and transmitted to the Project Manager.
APPENDIX 9.01

SAMPLE FEE PROPOSAL SUBMISSION

TO: Selected A/E Firms
RE: Sample Fee Proposal

A/E LETTERHEAD

TO: Project Manager, DCPS
RE: Project Number
   Job Title
   School
   Location

A/E to prepare letter stating brief description of the project scope to include statement of reviewing the site and meeting with the Principal and Project Manager. A separate statement to include the construction budget and that it is adequate to complete the scope considering the specific site.

Samples of the required following attachments as follows:

Attachment I - Fee Proposal
Attachment II - Justification of Overhead Rate
Attachment III - Proposed Staff with Direct Salaries
Attachment IV - Proposed Phases, Schedule and Payments
Attachment V - Proposed Additional Services
Attachment VI - Proposed Construction Site Visits

Please provide the above information with the signature by the contract signature designee.
ATTACHMENT 1
Fee Proposal
Project Number
Project Title
School Name & Number

Construction Budget $______________________________

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<th>Phase II Design Leave Cost</th>
<th>Phase III Construction Document Cost</th>
<th>Bidding Cost</th>
<th>Construction Administration Cost</th>
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<td>40%</td>
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Professional Services Guide
March 2014

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ATTACHMENT II
OVERHEAD CALCULATIONS
FOR
ARCHITECTURE / ENGINEERING FIRMS

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<td>Depreciation</td>
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<td>Dues &amp; Subscriptions (Professional)</td>
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<td>Postage, Freight, Etc.)</td>
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<tr>
<td>Reproduction</td>
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<td>Salaries (See Attachment III)</td>
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<td>State Unemployment Comp. Taxes, Etc.</td>
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<td>Total Overhead</td>
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Total Work Hours In Year = 2,080 Hours
Average Vacation Time Taken = -80 Hours
Average Holiday Time Taken = -64 Hours
Average Sick Days Time Taken = -32 Hours
Average Time Worked = 1,904 Hours
Percent Productive Time = 75% Minimum
Percent Allowable = 75% Minimum Percent Allowable
Productive Time = 1,428 Hours
Productive Time Factor = 100 x 1,428 Hours / 2,080 Hours = 68.65%
Overhead Factor = $1,007,081 / $643,864 x 68.65 = 2.28
## ATTACHMENT III

**SALARIES (W/O OVERHEAD) OF A/E FIRM EMPLOYEES**

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<thead>
<tr>
<th>INDIVIDUAL</th>
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<tr>
<td>James A. Allen</td>
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<td>Virginia R. Anderson</td>
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<td>William C. Ashley</td>
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<td>Benjamin R. Banks</td>
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<td>Jimmy S. Brogowski</td>
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<td>Robert W. Brooks</td>
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<tr>
<td>Glinda A. Carson</td>
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<td>Richard D. Cunningham</td>
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<td>Richard C. Donovan</td>
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<td>John K. Jones</td>
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<td>Sandy T. Patterson</td>
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<td>James K. Roberts</td>
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<td>William R. Roberts</td>
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<td>Kathy S. Williams</td>
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<td>James P. Wilson</td>
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<td>Casey R. Woodrow</td>
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**TOTALS**

$643,864.00
## ATTACHMENT IV
### PROPOSED PHASES, SCHEDULE & PAYMENTS
#### FOR
**PROJECT**
**PROJECT TITLE**
**SCHOOL NAME AND NUMBER**

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<tr>
<th>PROPOSED PHRASE</th>
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<td>Notice to Proceed with Design Services</td>
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<td>Phase I Submittals</td>
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<td>100% Phase III Approval</td>
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<td>Receive Bids</td>
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<td>Notice to Proceed with Construction</td>
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<tr>
<td>Final Completion</td>
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*Payments against the $15,625.86 are to be made monthly in proportion to payments made to the contractor.*
### ATTACHMENT V

#### PROPOSED ADDITIONAL SERVICES

**FOR**

**JOB NUMBER**

**PROJECT TITLE**

**SCHOOL NAME AND NUMBER**

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<td>ONE-YEAR WARRANTY INSPECTION</td>
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*Although preparation of the permit applications are a part of the basic fee, special sketches and calculations are normally required by the permitting agencies as well as numerous meetings. These items are not included in the basic fee.

All design presentations in the basic fee are based upon them occurring at the Offices of Duval County Public Schools Facilities.
ATTACHMENT VI

PROPOSED CONSTRUCTION SITE VISITS
FOR
PROJECT NUMBER
PROJECT TITLE
SCHOOL NAME AND NUMBER

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<tr>
<td>James P. Smith</td>
<td>Structural Engineer</td>
<td>6 - 3-Hour Visits</td>
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<tr>
<td>Dorothy S. Kane</td>
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<tr>
<td>William C. Ashley</td>
<td>Mechanical Engineer</td>
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</tr>
<tr>
<td>Jane C. Robinson</td>
<td>Electrical Engineer</td>
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</tr>
<tr>
<td>Kathy S. Williams</td>
<td>Landscape Architect</td>
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APPENDIX 9.02

FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT/ENGINEER
FOR CONTINUING SERVICES CONTRACT
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

AGREEMENT BETWEEN

OWNER AND ARCHITECT/ENGINEER

FOR

CONTINUING ANNUAL CONTRACT
FOR PROFESSIONAL SERVICES

ANNUAL CONTRACT FOR: ARCHITECTURAL/ENGINEERING SERVICES

OWNER: "THE SCHOOL BOARD OF DUVAL COUNTY, FL
1701 PRUDENTIAL DRIVE
JACKSONVILLE FL 32207-8182
(904)390-2279
(904)390-2265 (FAX)
www.duvalschools.org"

ARCHITECT/ENGINEER:
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>EXTENT OF AGREEMENT</td>
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<tr>
<td>Article 2</td>
<td>COMPENSATION</td>
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AGREEMENT
FOR ARCHITECT/ENGINEER SERVICES
FOR CONTINUING ANNUAL CONTRACT SERVICES

THIS AGREEMENT made effective ____________ and is by and between the School Board of Duval County, Florida, a political subdivision of the State of Florida (the “OWNER”), and __________________________, Federal I.D. No. __________ (the “ARCHITECT/ENGINEER”) for continuing annual contract services in accordance with s. 287.055, Florida Statutes.

WITNESSETH, the OWNER intends to periodically implement specific designated projects in the disciplines shown on the cover page of this Agreement; and that any and all projects implemented under this Agreement shall be those having estimated construction costs and/or study fees not exceeding the monetary threshold amounts provided in 287.055(2)(g), Florida Statutes.

The ARCHITECT/ENGINEER’S key personnel shall be as prescribed in the attached Exhibit A, which Exhibit A by reference and attachment hereto forms a part of this Agreement. The ARCHITECT/ENGINEER shall not deviate from these key personnel without first obtaining the written consent of the OWNER.

NOW THEREFORE, the OWNER and the ARCHITECT/ENGINEER, for the considerations hereinafter set forth, agree as follows:

ARTICLE 1
EXTENT OF AGREEMENT

1.1 The ARCHITECT/ENGINEER accepts the relationship of trust and confidence established between itself and the OWNER by this Agreement. The ARCHITECT/ENGINEER covenants with the OWNER to demonstrate high performance in the industry to its best skill and judgment and to cooperate in furthering the interests of the OWNER. The ARCHITECT/ENGINEER agrees to exceptional business administration and superintendence and use of the best efforts industry wide to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the OWNER. The ARCHITECT/ENGINEER agrees to provide professional services for each specific designated project as hereinafter set forth when activated in writing by the OWNER.

1.2 The ARCHITECT/ENGINEER’S contract documents for these services shall consist of this Agreement form and the OWNER’s written Activation(s). This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both the OWNER and the ARCHITECT/ENGINEER. This agreement shall remain in force for one year, or for a period that may reasonably be required to finish any projects activated prior to this date, including any extra work or extensions thereto. At the OWNER’s option this Agreement may be extended by one year, for a maximum of 2 (two) 1 (one) year extensions. This Agreement does not guarantee that any Project work shall be issued to the ARCHITECT/ENGINEER by the OWNER.

1.3 Definitions:

A. ARCHITECT/ENGINEER’S contract documents - Shall consist of this Agreement form, the ARCHITECT/ENGINEER proposal as provided in the original Request For Qualifications (RFQ), and written Activation(s) issued by the OWNER for specific designated project(s).

B. Project(s) - Shall be the total work to be performed as outlined under this Agreement pursuant to the written Activations issued by the OWNER. The Project(s) consists of planning, design, construction, associated site work and code inspection to build the component parts of the project.

C. Scope of Services - The ARCHITECT/ENGINEER's Basic Services consist of those described in Article 3 as part of Basic Services, and include architectural, civil, structural, mechanical and electrical engineering services, as well as services of any specialty consultants included as part of the Project Team on the ARCHITECT/ENGINEER'S Professional Qualification Supplement, when applicable.
D. Contract Time – The timeframe established by the individual Project Activation schedule, consisting of the time allocated to complete all Project work and include at a minimum the Start Date, Phase plans completion date (if applicable) and Final Completion Date.

E. OWNER - The School Board of Duval County, Florida (DCSB), acting through its superintendent his designee, the Executive Director, Office of Facilities Design and Construction.

E. Contractor - A General Contractor or Construction Manager hired by the OWNER.

F. OWNER’s Representatives - The Project Manager, his supervisors or designees.

G. Project Manager - The person designated by the OWNER to provide direct interface with the ARCHITECT/ENGINEER with respect to the OWNER’S responsibilities.

H. Code Inspections: The Office of Building Code Enforcement, Duval County School Board, 8015 Parker School Road, Jacksonville, Florida, 32211-5110, Telephone (904) 858-1919. The Office of Building Code Enforcement is responsible for code inspections on projects administered by the Owner.

I. Estimate: The ARCHITECT/ENGINEER’s latest estimate of probable Project construction cost.

J. Purchase Order - An accounting document generated by the OWNER provided to a contractor or vendor. The terms and conditions of the contract documents, except as expressly and clearly modified by the OWNER, shall be incorporated by reference in any purchase order.

K. Owner's Construction Budget: Owner's budgeted funds for design and construction of a Project per the Activation.

L. OFDC - Office of Facilities Design & Construction

M. Activation - A written document issued by the OWNER to the ARCHITECT/ENGINEER identifying the scope of services under this Agreement to be performed by the ARCHITECT/ENGINEER for a specific designated project(s). Document will outline acceptance of scope, project construction budget, schedule, and other terms and fees associated with completion of the Project.

N. Documents - Deliverables issued by the ARCHITECT/ENGINEER to the OWNER that include, but not limited to: Studies, Phase I, II, III documents for the Permitting and Bidding Phases of the project, construction drawings, specifications, construction agreement forms, general conditions, special provisions and technical provisions, etc.

ARTICLE 2
COMPENSATION

The OWNER agrees to pay the ARCHITECT/ENGINEER as compensation for its services for each specific designated project as hereinafter set forth in the written Activation from the OWNER.

2.1 For its Basic Services, the Lump Sum or Not-to-Exceed fee amount negotiated between the ARCHITECT/ENGINEER and the OWNER for each activation for each specific designated project.

2.2 For Additional Services defined in Article 4 hereinafter to be paid as a Lump Sum or Not-to-Exceed fee amount prescribed in the authorization.

2.3 For Additional Services defined in Article 4 hereinafter, the OWNER may pay a multiplier of Actual Payroll Costs. The multiplier of 2.36 may be applied to the Actual Payroll Costs for those Additional Services defined in Article 4 hereinafter. Actual Payroll Costs shall be defined as the cost of salaries or wages paid directly to personnel engaged on the Project. The multiplier being applied to the actual payroll costs cover overhead, profit and fringe benefits such as, but not limited to, social security contributions, unemployment taxes, excise taxes, payroll taxes, worker's compensation, health and retirement...
benefits, bonuses, sick leave, vacation and holiday pay. The ARCHITECT/ENGINEER shall provide payroll
documentation to the OWNER to validate actual Payroll Costs. Owner shall establish actual hourly rates and the multiplier,
not to exceed 2.36.

2.4 Reimbursable Expense as defined in Article 6 hereinafter to the amount expended, not exceeding the limits of §112.061 of
the Florida Statutes.

2.5 In no event shall the compensation paid to ARCHITECT/ENGINEER exceed the threshold amounts established by 287.055,
Florida Statutes.

ARTICLE 3
ARCHITECT/ENGINEER BASIC SERVICES

THE ARCHITECT/ENGINEER AGREES TO PROVIDE BASIC PROFESSIONAL SERVICES FOR EACH PROJECT AS
HEREINAFTER SET FORTH and in accordance with the associated letter of Activation, and in accordance with the Minimum
Technical Standards for surveys in the State of Florida.

These services shall be provided as prescribed in the written Activation from the OWNER for each specific designated project. It
is understood each Project may not require all of the services outlined in Article 3, and each Activation shall reflect only those
services required by the OWNER.

3.1 Preliminary Design Phase

3.1.1 The ARCHITECT/ENGINEER shall consult with the OWNER to ascertain the requirements of the project.

3.1.2 The ARCHITECT/ENGINEER shall prepare Phase I (Schematic Design Studies) leading to a recommended solution
together with a general description of the project for approval by the OWNER, and the ARCHITECT/ENGINEER shall
submit to the OWNER, 6 hard (paper) copies and 1 electronic copy of the Phase I Documents and his Estimate of
Probable Project Construction Cost based on current area, volume or other unit costs, and, if required
by the OWNER, coordinate with the Contractor to provide the OWNER with review and comments on the Contractor's estimates, the
guaranteed maximum price (GMP) or bid amount.

3.1.3 The ARCHITECT/ENGINEER shall prepare from the approved Phase I (Schematic Design Studies), the Phase II
(Design Development Documents) consisting of plans, elevations and other drawings, including perspective sketches,
and outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of
materials, type of structure, mechanical, electrical systems, civil/sitework and other such work as may be required. He
shall submit to the OWNER, six (6) hard (paper) copies and one (1) electronic copy of the Phase II Documents and his
revised Estimate of Probable Project Construction Cost based on current area, volume, or other unit costs, and, if required
by the OWNER, coordinate with the Contractor to provide the OWNER with review and comments on the Contractor's estimates, the
guaranteed maximum price or bid amount.

3.2 Phase III Construction Documents

3.2.1 The ARCHITECT/ENGINEER shall prepare, from the approved Phase II (Design Development Documents), Phase III
(Contract Documents) consisting of Working Drawings and Specifications and setting forth in detail the work required
for the architectural, civil, structural, mechanical, electrical service-connected equipment, and civil/sitework, and the
necessary bidding information, General Conditions of the Contract and Supplementary General Conditions of the
Contract, and shall assist in the drafting of Proposal and Contract Forms. He shall submit to the OWNER, 6 hard (paper)
copies and 1 electronic copy of the Phase III Documents and his further revised Estimate of Probable Project
Construction Costs based on current area volume, or other unit costs, and, if required by the OWNER, coordinate with the
Contractor to provide the OWNER with review and comments on the Contractor's estimates, the guaranteed
maximum price (GMP) or bid amount.

3.2.2 The ARCHITECT/ENGINEER shall keep the OWNER informed of any adjustments to previous Estimates of Probable
Project Construction Cost indicated by changes in scope, requirements or market conditions.
3.2.3 The ARCHITECT/ENGINEER shall furnish six (6) copies of the Contract Documents for the Permitting and Bidding Phases of the project, consisting of construction drawings, specifications, construction agreement forms, general conditions, special provisions and technical provisions. Upon approval of the Contract Documents, the ARCHITECT/ENGINEER will furnish the OWNER with 2 copies of the CADD Documents as described in Section 3.2.6 herein below. The ARCHITECT/ENGINEER shall also provide the DOE Facilities Space Chart using the most current DOE Form OEF 208 and OEF 208A, which shall include the assigned FISH design codes numbers, the space FISH number, and the net square footage.

3.2.4 It shall be the responsibility of the ARCHITECT/ENGINEER to provide documents (Design Documents, Specifications, etc.) which conform to applicable Florida Building Code, zoning codes and generally accepted construction industry standards.

The ARCHITECT/ENGINEER shall signify his responsibility for the Contract documents prepared pursuant to this Agreement by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes. If the facility being constructed meets the definition of a threshold building as defined in Chapter 553.71(7), Florida Statutes, then the ARCHITECT/ENGINEER shall insert the following statement on each sheet required by Chapters 471 and 481, Florida Statutes, to be signed, sealed and dated by the ARCHITECT/ENGINEER:

To the best of my knowledge, the plans, specifications and addenda comply with the applicable minimum building codes.

Where this Agreement provides for the OWNER's approval of the ARCHITECT/ENGINEER's design suggestions and decisions, such approval shall not relieve the ARCHITECT/ENGINEER of any responsibility or warranty hereunder.

3.2.5 When the facility being designed under this Agreement meets the definition of a threshold building as defined in Chapter 553.71(7), Florida Statutes, the ARCHITECT/ENGINEER must prepare and submit to the DCSB’s Office of Building Code Enforcement, two (2) copies of a Threshold Building Inspection Plan. This Threshold Building Inspection Plan must give specific inspection procedures and schedules so that the building will be adequately inspected for compliance with the permitted construction documents and in accordance with Florida Building Codes. All building permitting and inspections must be issued and conducted by the DCSB’s Office of Building Code Enforcement, 8015 Parker School Road, Jacksonville, Florida, 32211-5110, Telephone (904) 858-1919.

3.2.6 The ARCHITECT/ENGINEER, whether utilizing a computer aided design and drafting application (CADD) or a manual design and drafting technique, shall provide the OWNER with one (1) set of electronic disk files at the conclusion of 100% Construction Documents defined in Section 3.2.1. Drawing files will be compatible with the latest Windows release of "AutoCad" in a .dwg file format and will contain all font, symbol, block and attribute files used to assemble the documents. Technical specifications shall be in a Microsoft Word or ASCII file format suitable for acceptable translation to Microsoft Word. Disk files shall be submitted with the contents of each disk appropriately labeled. Layering of drawing files will conform to the DCSB Computer Aided Drafting and Design (CADD) Standards. The ARCHITECT/ENGINEER shall also provide with the disk files a directory of the layers used and the identification of each layer.

3.3 Construction Phase - General Administration of Construction Contracts

3.3.1 The ARCHITECT/ENGINEER shall assist the OWNER in obtaining proposals from Contractors and in awarding construction contracts, and

1) shall evaluate products equals at the request of the OWNER and make a recommendation on each in a timely manner.

2) Shall attend the prebid conference and bid openings.

3) Will assist the OWNER in evaluating all cost estimates, GMP's or all bids received and provide comment and recommendation to the OWNER.

3.3.2 To the extent provided by the contract for this project between the OWNER and the Contractor, the ARCHITECT/ENGINEER shall make decisions on all claims of the OWNER and Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. He shall check and approve samples, schedules, shop drawings and other submissions only for conformance with the design concept of the
Project and for compliance with the information given by the Contract Documents, prepare Change Orders and assemble written guarantees required of the Contractor.

3.3.3 The ARCHITECT/ENGINEER will make periodic visits to the site to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. The ARCHITECT/ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; he will not be responsible for the techniques or sequences of construction or the safety precautions incident thereto, and he will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. On the basis of the ARCHITECT/ENGINEER’S observations as a qualified professional while at the site, he will keep the OWNER informed of the progress of the work, will endeavor to guard the OWNER against defects and deficiencies in the work of Contractors, and he may condemn work as failing to conform to the Contract Documents.

3.3.4 Based on such observations and the Contractor's Applications for Payment, the ARCHITECT/ENGINEER will determine the amount owing to the Contractor and will approve Certificates for Payment in such amounts to the OWNER. The ARCHITECT/ENGINEER shall review and forward all Certificates for Payment to the OWNER within OWNER established timeframes in order for the OWNER to provide payment to the Contractor within the timelines established by the Florida Prompt Payment Act. The ARCHITECT/ENGINEER’s failure to meet the deadlines for review and approval may subject the ARCHITECT/ENGINEER for responsibility for all interest payments due the contractor due to late payment. These Certificates will constitute a representation to the OWNER, based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By approving a Certificate for Payment, the ARCHITECT/ENGINEER will also represent to the OWNER that, to the best of his knowledge, information and belief based on what his observations have revealed, the quality of the work is in accordance with the Contract Documents. He will conduct inspections to determine the dates of substantial and final completion and approve a final Certificate of Payment. The ARCHITECT/ENGINEER shall certify the As-Built Drawings.

ARTICLE 4
ADDITIONAL SERVICES OF THE ARCHITECT/ENGINEER

The following services may cause the extra expense. If any of these services are previously authorized in writing by the OWNER, they shall be paid for by the OWNER as a Lump Sum or Not to Exceed as prescribed in Section 2.2 above, or as prescribed in Section 2.3 above, whichever is specified in the authorization for Additional Services.

4.1 Additional Services due to significant changes in general scope of the Project or its requirements including, but not limited to, changes in size, complexity, or character of construction.

4.2 Making measured drawings of existing construction when required for planning additions or alterations thereto.

4.3 Revising previously approved drawings or specifications to accomplish changes.

4.4 Providing Detailed Cost Estimates.

4.5 When required by the OWNER, preparing documents for Alternate Bids and Change Orders, or for supplemental work initiated after commencement of the construction phase.

4.6 Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the types set forth in Article 3 above as may be required in connections with the replacement of such work.

4.7 Arranging for the work to proceed should the Contractor default due to delinquency or insolvency.

4.8 Providing prolonged contract administration and observation of construction should the construction contract time be exceeded by more than twenty-five percent (25%) due to no fault of the ARCHITECT/ENGINEER. Construction contract time is the period of time allotted in the Contract Documents for completion of the work, including Substantial Completion and Final Inspection.
4.9 Revising the plans to show those changes made during the construction process, based on the marked up prints, drawings and other data furnished by the Contractor and which the ARCHITECT/ENGINEER considers significant.

4.10 Additional services resulting from the Project involving more than one general construction contract, or separate construction contracts for different building trades, or separate equipment contracts.

4.11 Making an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts.

4.12 Additional Services in connection with the Project not otherwise provided for in this Agreement.

4.13 Furnishing and directing one or more Project Representatives (if more extensive representation at the site than called for in paragraph 3.3.3 above is required) with the understanding that the number, identity, salaries and length of service of such representatives shall be agreed to, in advance and in writing, by the OWNER. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if one is furnished), the ARCHITECT/ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make the ARCHITECT/ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

ARTICLE 5
OWNER'S RESPONSIBILITIES

5.1 The OWNER shall provide information as to the requirements of the Project.

5.2 The OWNER shall designate representatives authorized to act in his behalf. The OWNER shall examine documents submitted by the ARCHITECT/ENGINEER and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the ARCHITECT/ENGINEER's work. He shall observe the procedure of issuing orders to contractors only through the ARCHITECT/ENGINEER.

5.3 The OWNER shall furnish or direct the ARCHITECT/ENGINEER to obtain, at the OWNER's expense, a certified survey of the site giving, as required, grades and lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site; locations, dimensions and complete data pertaining to existing buildings; other improvements and trees; full information as to available service and utility lines, both public and private; and test borings and pits necessary for determining subsoil conditions.

5.4 The OWNER shall arrange and pay for such legal, auditing and insurance counseling services as may be required by the OWNER for the Project.

5.5 If the OWNER or the ARCHITECT/ENGINEER observes or otherwise becomes aware of any defects in the Project, they shall give prompt written notice thereof to each other and the Contractor.

5.6 If the Estimate of Probable Project Construction Cost or the Detailed Cost Estimate or the lowest bona fide proposal is in excess of any budget stated in the Activation, the OWNER may give written approval of an increase in the budget or he shall cooperate in revising the project scope or quality, or both, to reduce the cost as required.

ARTICLE 6
COST OF REPRODUCTION AND REIMBURSABLE EXPENSES

6.1 The Cost of Reproduction for the documents called for in this agreement will be paid by the OWNER. The ARCHITECT/ENGINEER shall deliver original documents to the OWNER's contract printing service.

6.2 Reimbursable Expense includes actual expenditures, not exceeding the limits of §112.061 of the Florida Statutes, made by the ARCHITECT/ENGINEER in the interest of the Project for the following incidental Expenses. All reimbursable
expenses require previous written authorization from the OWNER. Examples of reimbursable expenses include: Expense of transportation and living of principals and employees when traveling in connection with services other than those defined in Article 3 above; and fees paid for securing approval of authorities having jurisdiction over the project; Overtime; and Fees of special consultants.

**ARTICLE 7**

**PROJECT CONSTRUCTION COST**

7.1 Project Construction Cost shall be based upon one of the following sources with precedence in the order listed:

7.1.1 Lowest acceptable bona fide Contractor's proposal received for any or all portions of the project.

7.1.2 Detailed Estimate of Project Construction Cost if authorized by the OWNER.

7.1.3 The ARCHITECT/ENGINEER's latest Estimate of Probable Project Construction Cost based on current area, volume or other unit costs.

7.2 When labor, material or service-connected equipment is furnished by the OWNER, the Project Construction Cost shall include costs therefore at current market cost.

**ARTICLE 8**

**STATEMENTS OF PROJECT COST**

8.1 OWNER's Construction Budget: The OWNER's Construction Budget is the amount budgeted for actual construction of the Project including connections to utilities but is exclusive of cost of land, furnishings and professional fees. For this agreement the OWNER's Construction Budget will be the amount shown in the written Activation for each specific designated project.

8.2 ARCHITECT/ENGINEER's Estimates: Since the ARCHITECT/ENGINEER does not have control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications but the ARCHITECT/ENGINEER does not guarantee the accuracy of his estimates of probable cost as compared to the Contractor's cost estimates, Guaranteed Maximum Price (GMP) or bids. However, the ARCHITECT/ENGINEER shall conform to the following provisions in his attempt to keep the Project cost within the OWNER's Construction Budget.

8.3 By fifty percent (50%) completion of the Construction Documents Phase, the ARCHITECT/ENGINEER shall resolve with the OWNER any apparent discrepancy between his Estimates of Probable Construction Cost and the scope and requirements of the OWNER. He shall be permitted to include acceptable alternates in the contract documents for the purpose of providing a finished and acceptable facility within the OWNER's Construction Budget. Inability of the OWNER to award an acceptable construction contract because the lowest acceptable bid is greater than the OWNER's Construction Budget shall be cause for the ARCHITECT/ENGINEER to be required to revise the project at his own cost and expense in accordance with the requirements of this Agreement until a contract can be awarded within the OWNER's Construction Budget.

8.4 If the ARCHITECT/ENGINEER advises the OWNER, in writing, before Construction Documents are fifty percent (50%) complete, that in his opinion the scope of the work which the OWNER establishes and insists upon will cause the construction cost to exceed the OWNER's Construction Budget and resolution thereafter of this discrepancy fails; or if the OWNER increases the probable construction cost during the Construction Document phase by adding to the scope and/or requirements, and the ARCHITECT/ENGINEER so notifies the OWNER in writing of the probable increase in cost, and the OWNER orders the ARCHITECT/ENGINEER to proceed notwithstanding, then the ARCHITECT/ENGINEER shall not be responsible for the OWNER not being able to award a construction contract within the OWNER's Construction Budget. Under such conditions the extra work of the ARCHITECT/ENGINEER, as required to include in the Bidding Documents alternates as requested by the OWNER and/or to redesign and redraft the contract documents, shall be considered an "Additional Service" and payment for such extra work shall be as provided for under Article 4 above.
8.5 If an award of construction contract is delayed more than four (4) months following the completion of contract documents, the ARCHITECT/ENGINEER shall be permitted to revise his estimates in accordance with recognized published changes in construction costs.

ARTICLE 9
PERIOD OF SERVICE

9.1 The services called for in the Phase I services of this Agreement shall be completed and six (6) hard (paper) copies and one (1) electronic copy of the Phase I Design Studies Documents and Estimates of Probable Project Construction Costs submitted to the OWNER within the time established in each individual specific project Activation.

9.2 Upon written authorization from the OWNER, the ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Phase II of this Agreement, and shall submit six (6) hard (paper) copies and one (1) electronic copy of the Phase II Documents and revised Estimates of Probable Cost within the time established in each individual specific project Activation.

9.3 After acceptance by the OWNER of the Phase II Documents and revised Estimates of Probable Cost, indicating any specific modifications or changes in scope desired by the OWNER, and upon written authorization from the OWNER, the ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Phase III of this Agreement, and shall submit six (6) hard (paper) copies and one (1) electronic copy of the Phase III Documents and further revised Estimates of Probable Project Construction Costs within the time established in each individual specific project Activation.

9.4 Unless sooner terminated as provided in Article 12 hereinafter, this agreement shall remain in force from one (1) year from the date of this Agreement. At the OWNER's option, this Agreement may be renewed for an additional year, up to two (2) renewals.

ARTICLE 10
PAYMENTS TO ARCHITECT/ENGINEER

10.1 Payments on account of the ARCHITECT/ENGINEER's services shall be as follows:

10.1.1 For his Basic Services, payments shall be made as prescribed in the written Activation for each specific designated project.

10.1.2 Payments for Additional Services of the ARCHITECT/ENGINEER as defined in Article 4 above as a Lump Sum shall be made as prescribed in the Authorization.

10.1.3 Payments for Additional Services of the ARCHITECT/ENGINEER's services as defined in Article 4 above and for Reimbursable Expense as defined in Article 6 above, shall be made monthly upon presentation of a detailed invoice and required documents as stated in the Activation.

10.1.4 Thirty (30) calendar days shall be allowed for the OWNER's inspection and approval of the goods and services for which any invoice has been submitted.

10.1.5 No deduction shall be made from the ARCHITECT/ENGINEER's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

10.1.6 If any work designed or specified by the OWNER during any phase of service is abandoned or suspended in whole or in part, the ARCHITECT/ENGINEER is to be paid for the service performed prior to receipt of written notice from the OWNER of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.1.7 The Owner will make payments in one of two methods – either by direct check issuance or credit card (DCSB e-payables/credit card program process). The Architect/Engineer must elect which payment option they choose to be paid at the beginning of the contract period. If direct check issuance is chosen, the Architect/Engineer may elect the
e-payable/credit card method at any time during the contract; however, once this option is elected, no further changes may be made unless approved by the Owner. At the Owner's sole option, the Owner may change the direct check issuance to an Automated Clearing House (ACH) method of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

ARTICLE 11
ARCHITECT/ENGINEER'S ACCOUNTING RECORDS

11.1 Records of the ARCHITECT/ENGINEER’s Direct Personnel, Consultant(s) and Reimbursable Expenses pertaining to this project and records of accounts between the OWNER and Contractor shall be kept on a generally recognized accounting basis and shall be available to the OWNER or his authorized representative at mutually convenient times. The OWNER may obtain copies of any documents related to the project at any time. All documents shall be retained for at least 5 years after project completion, until the completion of negotiation and appeals, whichever is later.

ARTICLE 12
TERMINATION OF AGREEMENT

12.1 Termination For Cause
This Agreement may be terminated upon seven (7) calendar days' notice after a failure to cure, should one party fail substantially to perform in accordance with its terms through no fault of the other. Also, this Agreement may be unilaterally terminated by the OWNER for refusal by the ARCHITECT/ENGINEER to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the ARCHITECT/ENGINEER in conjunction with this Agreement. In the event of termination, due to the fault of others, the ARCHITECT/ENGINEER shall be paid for services performed to termination date, including reimbursements less any sums that may reasonably be estimated as actual or potential damage or loss to the OWNER.

12.2 Termination For Convenience
This Agreement or Activations may be terminated by the OWNER in whole, or from time to time in part, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Upon termination, the ARCHITECT/ENGINEER shall be entitled to payment for work completed to the time of termination, only. The percentage of completion shall be determined by the OWNER, based upon the work completed. In the event there is no Project or Activation, the OWNER may terminate this Agreement at no cost to OWNER.

ARTICLE 13
REUSE OF DOCUMENTS

13.1 Drawings and technical specifications furnished to the OWNER by the ARCHITECT/ENGINEER as described in the Agreement shall become the property of the OWNER, but shall not be used in whole by the OWNER without notification to the ARCHITECT/ENGINEER. The OWNER reserves the right to use the drawings and technical specifications furnished under this Agreement in part and at no cost to the OWNER. In the event that the OWNER uses the drawings and technical specifications for use on another site the ARCHITECT/ENGINEER or his/her successors shall be reasonably compensated by the OWNER for adapting the drawings and technical specifications and contract administration if required by the OWNER.

ARTICLE 14
SUCCESSIONS AND ASSIGNS

13.1 The OWNER and the ARCHITECT/ENGINEER each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Agreement. Neither the OWNER nor the ARCHITECT/ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 Under the terms of this Agreement the ARCHITECT/ENGINEER shall not have any right to compensation other than, or
in addition to, that provided by this Agreement to satisfy any claim of any kind whatsoever unless the claim therefore is delivered to the OWNER within ten (10) calendar days from the date of which the act or event constituting the basis of such claim occurs. Failure to present any claim arising under this contract within the ten (10) calendar-day time period specified above shall constitute waiver and abandonment of claimant's claim.

15.2 All such claims shall set forth in a petition addressed to the OWNER stating:

A. The ARCHITECT/ENGINEER's name and business address;
B. A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;
C. A concise statement of the provisions of the contract, together with any federal, state and local laws, ordinances or code requirements or customary practices and usage in the trade or profession asserted to be applicable to the questions presented by the claim; and
D. A demand for that specific relief to which the ARCHITECT/ENGINEER deems himself entitled.
E. A copy of all documentation supporting any claim for damages or extra compensation.

15.3 Within thirty (30) calendar days from the receipt of any petition setting forth the claim, the OWNER shall provide the ARCHITECT/ENGINEER its written response stating the OWNER's position with respect to each claim asserted. Thereafter, should any claim not be reimbursed, upon written notice from the claimant, the OWNER shall convene a proceeding pursuant to the procedures of the Office of Facilities Design and Construction and shall thereafter enter a final written decision. The venue for all actions against the OWNER shall be exclusively in Duval County, Florida.

ARTICLE 16
SPECIAL PROVISIONS

16.1 The ARCHITECT/ENGINEER must use the latest edition of the Design Guidelines and Professional Services Guide provided by Office of Facilities Design and Construction. It is furnished to assist the ARCHITECT/ENGINEER in the performance of his services under this Agreement. Since this document is merely a guide, the ARCHITECT/ENGINEER must discuss the specific requirements of this project with the OWNER's Project Manager and utilize only those portions of this document that apply. The ARCHITECT/ENGINEER should request the latest edition of the Guide for Professional Services and the Project Manager will provide a copy.

16.2 It shall be the responsibility of the ARCHITECT/ENGINEER to fully inform the OWNER of the progress of the Planning and Design. To this end, the ARCHITECT/ENGINEER shall furnish the OWNER with a complete and descriptive status report and a forecasted completion schedule at the end of each month following the receipt of the signed contract documents. The ARCHITECT/ENGINEER shall furnish these reports until a contract award is made for construction at which time the reports described in Section 16.3 shall be furnished.

16.3 In addition to the requirements set forth in Section 3.3.3, the ARCHITECT/ENGINEER shall complete a monthly Construction Report each and every month based on knowledge obtained through observation of the construction work. The ARCHITECT/ENGINEER shall submit this report to OFDC, Executive Director, on or before the first day of each month.

16.4 The ARCHITECT/ENGINEER shall take minutes of all meetings held with the OWNER and shall provide copies of the same to the OWNER within ten (10) calendar days following such meetings.

16.5 Prohibition Against Contingent Fees

The ARCHITECT/ENGINEER (or registered land surveyor or professional engineer as applicable) warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered land surveyor, or professional engineer, as applicable) to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the architect (or registered land surveyor or professional engineer, as applicable) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the OWNER shall have the right to terminate this Agreement without
liability and, at his discretion, to deduct from the Basic Services Compensation shown in Section 2.1 above, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

16.6 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. The ARCHITECT/ENGINEER will maintain on a current basis all project files and records. The project records shall be available at all times to the OWNER for reference, review or copying.

16.7 By execution of this Agreement, the ARCHITECT/ENGINEER certifies that the wage rates and other factual unit costs supporting the Basic Services compensation specified in Section 2.1 above are accurate, complete and current at the time of negotiations for this Agreement; and that any wage rates or other factual unit costs furnished the OWNER in the future to support additional service proposals will also be accurate, complete and current at the time of submitting such proposals. The ARCHITECT/ENGINEER agrees that the Basic Services Compensation and any authorized additional service compensation shall be adjusted to exclude any significant sums by which the OWNER determines such compensations were increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. The OWNER and the ARCHITECT/ENGINEER agree that all such adjustments in compensation shall be made within one year following completion of the services covered by this Agreement.

16.8 ARCHITECT/ENGINEER's Payment Rights

ARCHITECT/ENGINEER providing goods and services to the OWNER should be aware of the following time frames. Upon receipt, the OWNER has thirty (30) calendar days to inspect and approve the goods and services (see Section 10.1.4 above).

Invoices that have to be returned to the ARCHITECT/ENGINEER because of ARCHITECT/ENGINEER preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the OWNER.

16.9 Public Entity Crime Information Statement

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

16.10 Unauthorized Aliens

The OWNER shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

16.11 Electronic Mail Capabilities

The ARCHITECT/ENGINEER must have electronic mail capabilities through the World Wide Web. It is the intention of the OWNER to use electronic communication whenever possible for all projects. When possible, plans and specifications for review purposes will also be transmitted electronically to the OFDC. The ARCHITECT/ENGINEER will provide its electronic mail address and a name of a point of contact for electronic communications.

16.12 The ARCHITECT/ENGINEER shall comply with, and be responsible for all costs associated thereto, all Federal, State and Local Laws.

16.13 The ARCHITECT/ENGINEER and all subconsultants/subcontractors must comply with the Jessica Lunsford Act effective September 1, 2005. The Act states that contractual personnel who are permitted access on school grounds when students are present or who have direct contract with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity performing services on a
DCSB site where students are present.

16.14 **Litigation Support** – ARCHITECT/ENGINEER shall serve as the OWNER’s consultant during any claim or litigation involving other parties upon request of the OWNER. OWNER shall notify ARCHITECT/ENGINEER in writing of this service.

16.15 **Non-Conflict** – Counsel for the OWNER and ARCHITECT/ENGINEER may participate in various stages of discussions during the negotiation of contract(s), claims by the parties or third parties and it is agreed by both the ARCHITECT/ENGINEER and OWNER such that they waive any conflict, so as not to exclude representation by either party of its counsel. In order to advance and facilitate any litigation effort, OWNER and ARCHITECT/ENGINEER shall execute a joint confidentiality agreement in a form mutually agreeable.

16.16 **Indemnification Rider** – In consideration of Ten Dollars ($10) receipt and sufficiency of which is hereby acknowledged by the ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER shall hold harmless and indemnify the OWNER, its directors, officers, employees, representatives, agents and elected officials against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorney’s fees or court costs arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to any negligent act or omission of the ARCHITECT/ENGINEER, its subcontractors, officers, employees, agents or assigns, in providing the services and work specified in the contract to be entered into pursuant to this solicitation.

16.17 The ARCHITECT/ENGINEER shall indemnify and be liable to the OWNER for all claims that may arise from its performance pursuant to this contract.

16.18 The ARCHITECT/ENGINEER shall carry worker's compensation insurance to comply with Florida Statutes, and comprehensive liability insurance and vehicle public liability and property damage in minimum amounts of $100,000 per claimant and $300,000 per occurrence. Professional liability (errors and omissions) insurance shall be carried in an amount providing no less than $500,000 minimum coverage. Valuable papers coverage shall be provided. All such insurance shall be obtained from an insurance company duly qualified, authorized, and in good standing to carry on its insurance business in the State of Florida. Certificates of Insurance or other satisfactory proofs of insurance shall be furnished by the ARCHITECT/ENGINEER to the OWNER prior to the commencement of its services hereunder for each Activation. The aforementioned insurance coverage shall be maintained and kept in full force and effect for the term of this Agreement and shall not be materially reduced, altered, amended, or canceled without at least forty-five (45) calendar days prior written notice thereof to the OWNER. The OWNER shall be named as an Additional Insured on all insurance policies and all policies must indicate the DCSB Project Number and Project Name for each Activation issued by the OWNER.

16.19 ARCHITECT/ENGINEER shall indemnify and hold harmless the OWNER for any claim matter that arises from the ARCHITECT/ENGINEER alleged breach of contract with OWNER.

**ARTICLE 17**

**MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION**

17. **Minority Participation** - Minority Business Enterprise (MBE) Participation

A. It is the policy of the DCSB, as defined in Subchapter 13 of the *Duval County School Board Rules*, to ensure the equitable participation of Minority-Owned Business Enterprises (MBE), in providing services to the Board under this contract.

B. The MBE goal shall be **10% overall**, for current term of this Contract, which will be monitored throughout the life of this contract. ARCHITECT/ENGINEER shall submit the following forms: a completed MBE FORM 1 for each project within 48 hours of contract signing and a completed MBE FORM 5 with each pay request. Further information and Forms may be found in **EXHIBIT B**. Failure to provide required forms may result in withholding of ARCHITECT/ENGINEER payment.
C. In this regard, the ARCHITECT/ENGINEER shall take all necessary and reasonable steps to ensure that their team is diverse and certified MBEs have an equitable opportunity to compete and perform on this contract. Only those MBE firms certified by the DCSB, the City of Jacksonville and the state of Florida can be listed. MBE Form 1 shall be updated upon completion of negotiations with consultants and submitted to the Minority Business Affairs Office within seven (7) business days from the date their contract is fully executed with the district.

D. The ARCHITECT/ENGINEER project is hereby notified that failure to fully comply with the DCSB MBE policy as set forth herein shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the DCSB.

E. The successful ARCHITECT/ENGINEER awarded this project shall submit the following:

1. A monthly summary of actual MBE participation using MBE FORM 5, on a monthly basis.

2. An MBE FORM 6, MBE CHANGE ORDER FORM, along with all proposal documents requesting a Change Order(s).

3. A Project Summary is required upon completion that will include the original scope of the project and any change orders. This summary should include the MBEs that participated on the project, the amount they were paid and any moneys owed them and the reason for them being withheld. Failure to submit these documents in conjunction with the pay request shall result in a withholding of payment until the ARCHITECT/ENGINEER has submitted the required documentation. ARCHITECT/ENGINEER is required to maintain records of the MBE summaries for three (3) years.

4. This information should be forwarded directly to:

Beth M. Tramel, Supervisor
Minority Business Affairs
4880 Bulls Bay Highway
Jacksonville, FL 32219
(904) 858-1480 (phone) / (904) 858-1492 (fax)

17.1 Evaluation of MBE Participation

In order to count the MBE consultant amount toward the MBE goal, the Architect/Engineer will submit the MBE Form 1, including second-tiered consultant, MBE code, firm name, phone and FAX numbers, scope of work, % of work, certifying MBE agency and the MBE Forms 2 and 2A affidavits certifying they have requested and received Request for Quotations from the MBE firms listed in their proposal documents; DCSB will attempt to confirm the contents of the submission by contacting the MBE firm by telephone, facsimile, or certified letter, return receipt requested, within two work-calendar days after the date of Board approval of selection.

1. ARCHITECT/ENGINEER may count toward MBE goals only those consultants who are certified and licensed to do the work in the scope of work that a price quote was obtained.

2. ARCHITECT/ENGINEER may count first and second tier consultants toward the meeting of the established goals. If the consulting opportunity is second tier, please denote this in the left hand margin on MBE Form 1. NOTE: Additional information may be requested as it pertains to these opportunities.

3. If a certified minority submits a proposal as an ARCHITECT/ENGINEER firm, he or she can meet the designated goal under his or her minority categories or show a Good Faith Effort to do so.

4. Credit towards the MBE goal allowed for any joint venture with an MBE will be determined by the percentage of ownership and control of the MBE participant’s in the joint venture. The eligibility of an MBE joint venture will be determined on a project-by-project basis by the MBAO. A joint venture must be
certified as an MBE joint venture in order for the participation of the MBE partner to be counted toward the MBE goal requirement. The MBE partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least 25 percent and the MBE partner must be responsible for a clearly defined portion of the work to be performed. Joint Venture Certification Applications are available upon request from the DCSB Minority Business Affairs Office. Joint Venture Certifications are required for each project the venture plans to participate in with the DCSB.

5. ARCHITECT/ENGINEER may not count the participation of any MBEs that plan to do or actually does subcontract more than 49% of the work to a non-minority subconsulting firm towards achieving the MBE goal.

17.2 Subconsultant Good Faith Efforts

ARCHITECT/ENGINEER who fails to meet the established goals set forth in Section 17.B. above are required to submit in writing with their RFQ all efforts that would demonstrate a “Good Faith Effort” in the solicitation of subconsultants to meet the MBE participation goals on this project. Those documents should be attached and submitted when using MBE Form 4 (MBE Unavailability Certification). The following are examples of good faith efforts to solicit certified MBEs:

1. Whether the ARCHITECT/ENGINEER sponsored or attended any presolicitation meetings that were scheduled to inform MBEs of consulting opportunities; or

2. Whether the ARCHITECT/ENGINEER advertised in general circulation, trade association, and minority focus media concerning the consulting opportunities;

3. Whether the ARCHITECT/ENGINEER provided written notice to certified MBEs which perform the type of work in the local and surrounding area of the project, which the Architect/Engineer intends to subcontract, advising the MBEs (1) of the specific work the ARCHITECT/ENGINEER intends to subcontract; (2) that their interest in the contract is being solicited;

4. Whether the ARCHITECT/ENGINEER followed up initial solicitations of interest by contacting MBEs to determine with certainty whether the MBEs were interested in participating in the project;

5. Whether the ARCHITECT/ENGINEER selected portions of the work to be performed by MBEs in order to increase the likelihood of meeting the MBE goals (including where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);

6. Whether the ARCHITECT/ENGINEER provided interested MBEs with adequate information about the project and requirements of the contract;

7. Whether the ARCHITECT/ENGINEER negotiated in good faith with interested MBEs, not rejecting MBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. Good Faith for zero participation will not be accorded much weight if any other qualified and a responsive consultant secures any participation in the same minority category.

8. Whether the ARCHITECT/ENGINEER elected to subcontract types of work that match the capabilities of solicited MBEs;

9. Whether the ARCHITECT/ENGINEER sought or used the services of available MBE community organizations, minority professional groups, Local, State and Federal Minority Business Assistance Offices, and other organizations that provide assistance in the recruitment and placement of MBEs. Please note that other Good Faith efforts may be indicated where appropriate. DCSB may, if it deems advisable, require further information, explanation, or justification from any Architect/Engineer. Also note that DCSB has sole discretion to determine the adequacy of all Good Faith Efforts.
For all contracts for which contract goals have been established, each proposer is expected to meet or exceed the stated contract goal or demonstrate that, despite its “Good Faith Efforts” it could not meet the contract goal, as established in this section.

The apparent successful proposer must satisfy DCSB that the proposer has made Good Faith Efforts to meet the MBE goals and to ensure that all MBEs have an equitable opportunity to compete for professional service. In assessing the “Good Faith Efforts” of proposers to determine if they are eligible for a contract award, DCSB will consider that efforts that are merely pro forma are not Good Faith Efforts. Also, efforts to obtain MBE participation are not “Good Faith Efforts” (even if sincerely motivated) if, given all relevant circumstances, they could not reasonably be expected to produce a level of MBE participation sufficient to meet DCSB’s MBE goals.

17.3 Exclusionary Agreements

Agreements between any ARCHITECT/ENGINEER and an MBE in which the MBE promises not to provide professional services to other ARCHITECT/ENGINEER firms.

17.4 Substitutions

If the successful ARCHITECT/ENGINEER wants to make a substitution of an MBE consultant or a joint venture, the ARCHITECT/ENGINEER must submit satisfactory written proof of “noncompliance” to the Director of the Office of Minority Business Affairs and to the Executive Director of Facilities Design and Construction. (The term “noncompliance” is defined as facts and circumstances that substantially demonstrate a material breach by the consultant of the contract between it and the successful ARCHITECT/ENGINEER or between the first and second tier consultants.

17.5 Compliance

The ARCHITECT/ENGINEER firm participating in this project is hereby notified that failure to fully comply with DCSB’s MBE policy as set forth herein may constitute a breach of the contract which may result in termination of the contract or other remedy as permitted by law and policy and permitted by OWNER. Such sanctions may include but are not limited to the following: Firms/Persons violating the provisions of DCSB’s policy or who provide erroneous information are subject to:

1. Removal from the MBE Directory
2. Withholding payment of services until the deficiency is remedied.
3. A negative evaluation of Good Faith Effort for up to two (2) years on future projects.

The terms of this document shall survive the awarding of the project and shall be incorporated in the terms and conditions of the subsequent contract between the parties.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Witnesses:

By: _________________________________
Name: _______________________________

By: _________________________________
Name: _______________________________

Attest:

By: ________________
Superintendent of Schools
and Ex-Officio Secretary to the Board

The School Board of Duval County, Florida

By: _________________________________
Chairman

Approved by Board on _____________

Approved as to form:

By: _________________________________
Office of Legal Services
EXHIBIT A

ARCHITECT/ENGINEER TEAM ASSIGNED REPRESENTATIVES

OWNER

Executive Director
Executive Director, Office of Facilities Design and Construction

Project Manager
Project Manager

ARCHITECT/ENGINEER

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Overhead and Profit Multiplier 2.36
# EXHIBIT B

## PROPOSED SCHEDULE OF MBE PARTICIPATION

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<th>Phone and FAX Number</th>
<th>SCOPE OF WORK</th>
<th>Agency Certifying MBE (i.e, DCSB)</th>
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**FOR OFFICE USE ONLY**

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<td>HISPANIC, ASIAN, NATIVE AMERICAN PARTICIPATION</td>
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<td>WOMEN OWNED PARTICIPATION</td>
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The undersigned will enter into a formal Agreement with the MBE firms (Subcontractors/Proposers) identified herein for work listed in this schedule conditioned upon execution of a contract with the Duval County School Board. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts as revealed to the DCSB herein, are true to the best of my knowledge and beliefs.

Signature: ___________________________ Title: ___________________________

Date: ___________________________  

MBE FORM 1
# PROPOSED SCHEDULE OF MBE PARTICIPATION
(ON ADDITIONAL AUTHORIZATION NO. ___)

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<th>Name of Consultant:</th>
<th>Project Title:</th>
<th>Project No.:</th>
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Signature: ___________________________ Title: ___________________________

Date: ___________________________
MBE IDENTIFICATION AFFIDAVIT

STATE OF_______________________________________COUNTY OF_____________________________________

I HEREBY DECLARE AND AFFIRM THAT I AM THE

Title: OWNER, President & duly authorized representative of Co-Venturer, etc.)

of __________________________________________________________

Name of Firm

whose address is ______________________________

I hereby declare and affirm that I am a certified Minority-Owned Business Enterprise (MBE) as defined by the contract documents cited below, and that I will provide on request information to document this fact.

This firm is interested in quoting/bidding on the following categories of work being procured by the Duval County School Board under DCSB Project No.__________.

(Specify in detail, work items or parts thereof to be performed)

Attachment

Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

(Date) (Signature) (Title)

MBE FORM 2A
## MBE UNAVAILABILITY CERTIFICATION

I, ____________________________
OF ____________________________

(FIRM ADDRESS)

______ ____________________________
(DCSB PROJECT NAME)

______________________________________
(REPRESENTATIVE’S TITLE)

CERTIFY THAT ON THE DATES BELOW, I OR MY FIRM INVITED THE FOLLOWING MBE SUB-CONTRACTOR(S) TO BID/QUOTE WORK ITEMS TO BE PERFORMED ON

______________________________________
(DCSB PROJECT NO.)

<table>
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<th>MINORITY-OWNED BUSINESS</th>
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THE FOLLOWING MBES DID NOT BID IN RESPONSE TO THE INVITATIONS:

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THE FOLLOWING MBES SUBMITTED BIDS WHICH WERE NOT ACCEPTED:

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UNDER PENALTY OF PERJURY I DECLARE I HAVE READ THE FOREGOING CONDITIONS AND INSTRUCTIONS AND THE FACTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

______ ____________________________
(DATE) (SIGNATURE) (TITLE)

MBE FORM 4
MBE MONTHLY REPORT
Please submit to: Minority Business Affairs, 4800 Bulls Bay Highway, Jacksonville, FL 32219
or fax to (904) 858-1492

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<th>Name of Contractor / Consultant:</th>
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<tr>
<td>Project Title:</td>
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For the Time Period of:

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<th>Type of Project:</th>
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<th>Scope of Work</th>
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PERCENTAGE OF OVERALL CONTRACT COMPLETION: _______________%

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

____________________________          ____________________________________________________________________
Date                                                  Signature

Title

NOTES:
1. CONTRACTOR SHALL ATTACH TO THIS FORM, A TYPEWRITTEN EXPLANATION OF ANY DIFFERENCES IN MBE PARTICIPATION BETWEEN THIS FORM AND MBE FORM 1, INCLUDING AN ACCOUNTING FOR ANY CHANGES IN MBE FIRMS EMPLOYED.
2. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTOR’S REQUEST FOR MONTHLY AND FINAL PAYMENTS. IN ADDITION, PLEASE SUBMIT A COPY OF THIS FORM DIRECTLY TO THE MINORITY BUSINESS AFFAIRS OFFICE OF THE DUVAL COUNTY SCHOOL BOARD.

MBE FORM 5
Revised 8/2000
MBE CHANGE ORDER PARTICIPATION FORM

Name of Contractor / Consultant:

Project Title: Project No.:

Date: Total Dollar Value of Change Order:

In this chart, indicate the all subcontractors scheduled to work on this Change Order, Both MBE and Non MBE). Please indicate if it is an additive (+) or Deductive (-) Change Order.

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<tr>
<th>MBE / Non MBE</th>
<th>Firms Name</th>
<th>Phone #</th>
<th>Scope of work to be subcontracted (Indicate if the contract will include labor and material)</th>
<th>Dollar Value of Change Order</th>
<th>If Certified with a Reciprocal Agency (Name Agency)</th>
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<th>PERCENTAGE OF BASE BID [%]</th>
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<td>HISPANIC, ASIAN, NATIVE AMERICAN PARTICIPATION</td>
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<td>WOMEN OWNED PARTICIPATION</td>
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<td>TOTAL</td>
<td>MINORITY PARTICIPATION</td>
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Please attach the justification letter to this form along with any necessary backup data.

ADDITIONAL INFORMATION:

Signature: ___________________________________________ Title: ________________________________

MBE FORM 6
Revised 8/97
**FACILITY SPACE CHART/NET AND GROSS SQUARE FOOTAGE**

**DOCUMENT SUBMITTAL:** □ PHASE I □ PHASE II □ PHASE III

**INSTRUCTIONS:**
(1) Project architect/engineer shall complete the chart in its entirety.
(2) Use as many pages of chart as necessary to list individually each space provided in this project.
(3) List approximate areas as accurately as possible for Phase I and II documents.
(4) List actual areas in Phase III drawings.
(5) Net square footage (NSF) shall be measured from inside wall to inside wall.
(6) Gross square footage (GSF) shall be measured from face of exterior wall.
(7) Items 1 through 6 on this page 1 of 3 are designated as spaces other than NSF and are treated as follows:
   - Interior corridors include stairs and elevators and are calculated at full area.
   - Wall thicknesses are calculated in full area.
   - Covered walks are those open to the exterior on at least one side and shall be calculated at one-half area using the width of the paving under the roof.
(8) Under Item 26, show the total area of all HVAC and electrical equipment rooms. Do not include areas of these spaces in the other NSF list.
(9) List all other spaces under column A with names as shown on the drawing and enter appropriate information in columns B, C, and D.
(10) Complete the subtotal and total sections at the end of the form.
(11) Provide detailed explanations on line 32 of reasons areas exceed allowable areas in the last page, line 31.

**(REPRODUCE CHART IN SUFFICIENT QUANTITY FOR YOUR USE.)**

**ARCHITECT/ENGINEER CERTIFICATION:** In my considered professional opinion as Project (□ Architect □ Engineer), the (□ approximated □ actual) square footage I have listed below is, to the best of my knowledge, correct for this project as derived from the accompanying floor plans.

(□ ARCHITECT □ ENGINEER) SIGNATURE: __________________________________________ DATE: ________________, ______

FIRM: __________________________________________________________________________

ADDRESS: Street/P.O. Box __________ City __________ State __________ Zip Code __________

TELEPHONE: (_____) ________________

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<tr>
<th>A</th>
<th>Facility Space Name</th>
<th>B</th>
<th>SREF Design Code</th>
<th>C</th>
<th>Space Number</th>
<th>D</th>
<th>Net Square Footage of Space</th>
<th>E</th>
<th>Design Occupant Capacity</th>
<th>F</th>
<th>Net Square Footage Circulation Walls/Overhangs</th>
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OEF 208A
Rule 6A-2.0010, FAC

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Page 1 of 3  Effective November 2012

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<th>Facility Space Name</th>
<th>SREF Design Code</th>
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<th>Net Square Footage of Space</th>
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<td></td>
</tr>
<tr>
<td>30</td>
<td>Total Gross Area (lines 28. and 29.)</td>
<td></td>
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</tr>
</tbody>
</table>

**RECOMMENDED AREAS**

31. Multiply Total in Line 28. by:
   a. 27% (grades K-6 allowed in line 29.)
   b. 32% (grades 6-9 allowed in line 29.)
   c. 34% (grades 9-12, Vocational Center, Florida Colleges and ancillary allowed in line 29.)
   d. 6% (HVAC and electrical rooms; up to 6% allowed in line 26.)

32. If areas in items 26. or 29. exceed allowable areas in 31.a. or b., please provide explanation*

*Justification for excessive areas must be approved by OEF.
APPENDIX 9.03

CADD STANDARDS

1.0 **SCOPE AND PURPOSE**

The Duval County Public School System (Owner) requires the use of CADD for all construction projects. It is the Owner's intent that eventually all buildings owned and used by the Owner will be on a CADD Facilities Management system. In order to complete this task it is necessary for us to establish a CADD database standard for all buildings designated for inclusion in this system. The Owner therefore requires that all digital CADD documentation of its facilities slated for the system conform to the following scope and specifications.

1.1 **NEW/EXISTING DRAWING DATABASE ON CADD**

All existing as well as new building database information will be converted to CADD as determined by the Owner. This specification shall describe the accuracy, format, blocks (symbols), definitions and quality standards for these digital documents.

1.2 **CADD SYSTEM FORMAT**

All digital drawings delivered to the Owner shall be compatible with AutoCAD Release 12; either in ACAD's native .DWG format or in a translatable .DXF format; without requiring manual intervention by the Owner's staff, other than the basic translation commands from within AutoCAD Rel-12. It shall be the responsibility of the design professional to provide whatever services are required to make the translation process possible. In addition the following standards must be met for drawings produced in ACAD's native .DWG or in a compatible .DXF format:

1. Block names (symbol names) are not to have more than eight characters.
2. All blocks are to be contained within the drawing file. All non-instanced blocks shall be purged from the drawing prior to delivery and/or translation, (i.e. block names should not occur within a drawing file without a symbol definition).
3. Translation files shall not have more than four (4) fonts defined.
4. Translation files shall not have more than eight (8) line types defined.
5. Text strings within a drawing file shall not exceed 80 characters.

1.3 **DATABASE REQUIREMENTS**

The CADD documentation delivered to the Owner will be edited to become part of the facilities management database system for all designated buildings owned or used by the Owner. Please refer to the example layering schedule which provides examples of expected layers for all information and the minimum required layers for each drawing. All layers and information designated by an asterisk must be included in the CADD drawing file. In general, this includes the architectural building plans, HVAC plans, lighting plans, selective demolition plans, site plans, etc. All layering, blocks, symbols
1.4 CONSULTANT REQUIREMENTS

1. Please review all specifications and scope documents carefully. Contact the Owner with any specific questions regarding the specifications.

2. The design professional will submit all drawing files in AutoCAD Rel.12 native .DWG format or in a compatible .DXF format translatable into ACAD Rel.12. All media submitted shall be labeled:
   a. Date.
   b. Media Format Type (3.5").
   c. Command and/or Software name used to load or compress the drawing(s) onto the media.
   d. Consultant's Firm Name and Telephone Number.
   e. File Name(s) and brief description of contents.

3. The transfer media shall be in the following format:
   a. 3.5" High Density Diskette, DOS formatted.

4. The Owner reserves the right to review the consultants' progress at 50% completion by requesting a diskette, tape or plot. If any corrections are needed in the digital drawings, the design professional shall be responsible for making modifications necessary to comply with these standards. The design professional shall re-submit as required to verify proper conformance with these standards.

5. The design professional shall provide documentation for blocks (symbols) generated by the consultant for project related fixtures, furniture, equipment and miscellaneous items included in the drawings. To include at minimum but not limited to:
   a. Block Names.
   b. Layers.
   c. Attributes and types thereof.
   d. Color assignments.
   e. Line types.

6. All documents are to be drawn in vector format; at real world coordinates; to actual dimensions. Drawings will not be acceptable in raster format, (i.e. scanned drawings must be processed to convert them from raster to vector and scaled to actual dimensions in all directions). Drawings digitized from hard copy documents, are unacceptable unless specifically approved by the Owner.

7. The Owner will review the 100% complete drawing and if any non-conformance with these specifications is found, the outside consultant shall be responsible for corrective action.

2.0 FORMAT
It is necessary to define the formats for drawing size(s), layer(s), etc. so that the facilities management database will be as consistent as possible. These are meant to be
guidelines to be followed to the greatest extent possible without deviation. However, it is understood that no CADD standard can possibly provide for all possible situations without deviation. Therefore, outside consultants are advised to review any necessary deviations from these standards with the Owner prior to proceeding.

2.1 **PREFERRED DRAWING SIZE**
The following drawing sizes and orientations are standard and will accommodate most buildings. Deviations from these drawing standard sizes must be approved by the Owner:

<table>
<thead>
<tr>
<th>SIZE</th>
<th>ORIENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>8.5&quot;x11&quot;</td>
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<tr>
<td>B</td>
<td>11&quot;x17&quot;</td>
</tr>
<tr>
<td>c1</td>
<td>17&quot;x22&quot;</td>
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<tr>
<td>c2</td>
<td>18&quot;x24&quot;</td>
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<td>D</td>
<td>24&quot;x36&quot;</td>
</tr>
<tr>
<td>e1</td>
<td>30&quot;x42&quot;</td>
</tr>
<tr>
<td>e2</td>
<td>36&quot;x48&quot;</td>
</tr>
</tbody>
</table>

2.2 **EXAMPLE CADD LAYER SCHEDULE**
The following is an example of a CADD layer schedule based on the American Institute of Architects, *CAD Layer Guidelines*, 1990 issue. It is required that the design professional provide the Owner with their layering schedule which identifies to the Owner the layer name the design professional uses for a particular file. Layers required by the Owner are marked by an asterisk and must be included as a minimum in all digital drawings provided to the Owner.
<table>
<thead>
<tr>
<th>No.</th>
<th>Req.</th>
<th>Layer Name</th>
<th>Layer Content</th>
<th>Color</th>
<th>Line Type</th>
<th>Layer Group</th>
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<tbody>
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</tr>
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<td>*</td>
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<td></td>
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<td>Solid</td>
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<td>Area Indicators</td>
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<td>Plan dimensions</td>
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<td></td>
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<td>Plan Text, misc. notes</td>
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<td></td>
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<td>Dash</td>
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<tr>
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<td>Sprinkler heads ceiling mounted</td>
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<td>Solid</td>
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<td>Fire hose &amp; extinguisher cabinets</td>
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</tbody>
</table>
3.0 Definitions

1. Drawing size and text shall be measured in English units of measurement (i.e. feet and inches.) and designated as (feet)'-(inches)". Example: 18'-0".

2. Drawing origin must be at point x=0, y=0, real world coordinate at the extreme lower left hand corner of the drawing sheet.

3. Drawing scale for plans shall be 1/8"=1'-0" scale. All other drawings shall be scaled as required for the application in question.

4. Maximum number of line weight graduations shall be ten (10).

<table>
<thead>
<tr>
<th>No.</th>
<th>Req.</th>
<th>Layer Name</th>
<th>Layer Content</th>
<th>Color</th>
<th>Line Type</th>
<th>Layer Group</th>
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<td>*</td>
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<td>*</td>
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<td>83</td>
<td>*</td>
<td>Equipment with power connects.</td>
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<td>Easements, ROW, setbacks</td>
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<td>Dash</td>
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<td>91</td>
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<td>Bearing distance &amp; labels</td>
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<td>92</td>
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<td>Existing Contours to remain</td>
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<td>116</td>
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<td>Landscape planting material</td>
<td>Green</td>
<td>Solid</td>
<td>Site Plan</td>
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</tr>
</tbody>
</table>
5. Snap Grids defaults shall be as follows:
   a. Major (working) one major unit of measurement (minimum 6"x6" for plans).
   b. Minor (reference) eight major units of measurements.

6. Drawing Text defaults shall be as follows:
   a. Font: Simplex.
   b. Justification: (LB) left bottom.
   c. Size: Scaled to plot 1/8"(minimum) at real world coordinates.

7. Drawing Line types defaults shall be as follows:
   a. Solid
   b. Dash(ed)
   c. Center(line)
   d. Dotted
   e. Phantom

4.0 DRAWING QUALITY AND WORKMANSHIP

1. All field verified dimensions shall be accurate to +/- 1/4".

2. All dimensions shall be associative based on the same real world coordinate system as the drawing.

3. Drawing entities and/or blocks are not to be duplicated with identical layer and vector location. (I.e. overlaid redundant entities are to be avoided).

4. Drawing construction lines and reference points shall be omitted from the final drawing database.

5. Drawing files are to be purged of bad vectors, unreachable objects, etc.

6. All lines shall be drawn true, square and accurately with all lines terminating at intersecting corners.

7. All circles and curves shall be drawn using a specific center point and radius.

8. Any drawing not conforming to these specifications as determined by the Owner shall be corrected by the outside consultant.
**APPENDIX 9.04**

**LETTER OF TRANSMITTAL - OEF-208**

---

**FLORIDA DEPARTMENT OF EDUCATION**

Office of Educational Facilities

**LETTER OF TRANSMITTAL**

---

**TO:** Office of Educational Facilities (OEF)
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494, Fax (850) 245-9236 or (850) 245-9304

---

**INSTRUCTIONS:** Submit one copy of the form with project transmitted. Mark the appropriate terms within the parentheses. COMPLETE EACH ITEM 1. - 18.

Reproduce this form in sufficient quantity for your use.

---

**OEF USE ONLY**

---

<table>
<thead>
<tr>
<th>OEF Assigned Project Number</th>
<th>(School District □ Florida College)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RE:</td>
<td>□ School Name □ Campus</td>
</tr>
<tr>
<td></td>
<td>□ School □ College) Code Number</td>
</tr>
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</table>

□ New Plant □ Remodeling □ Addition

□ Renovation □ Others (Description) □ Description of Project

☐ Attached □ Under separate cover is one set of signed and sealed documents for construction that (☐ exceeds □ is less than) $300,000 in construction cost, for the above-referenced facility. The information required by Chapter 1013, F.S.; SBE Rule 6A-2.0010, FAC; and SREF for the review of this project is provided as follows:

---

**1. **Submittal includes:
- ☐ Construction Documents SREF 4.3(8)(a), (b) & (c)
- ☐ Addendum SREF 4.3(8)(c)(11)
- ☐ Facilities Space Chart (OEF 208A)
- ☐ Project Implementation Form (OEF 110A)
- ☐ Other(s)

**2. **Reuse of construction documents SREF 4.3(9). State first project name:

☐ Architect’s □ Engineer’s □ Construction Manager’s) estimate of:

- Total Construction Project Costs: $________
- Gross Sq. Ft. ______ Cost per Sq. Ft. $________
- Cost per Student Station: $________

**3. **Scheduled bid date (when known):

**4. **Type of facility and brief description of project:


**5. **Grade Levels – Size/grouping planned student stations of this project.

- Grade __________ # of Student Level __________ Stations __________ □ N/A

**6. **Site for new plant approved by Board

- ☐ Yes, date: __________
- ☐ No □ N/A

Site (☐ New □ Existing) Contains __________ Acres

**9. **Project is survey-recommended: ☐ Yes □ No Date of survey: __________

---

**10. **Architect/Engineer - Name:

- Address:

Date of Contract: __________ Telephone: (____) ______ FAX: (____) ______

E-Mail: ______________________ Do you want the review letter sent electronically? ☐ Yes □ No

**11. **Life Cycle Cost (Form OEF LCCA-1, 2, & 3) and Energy Efficiency Analysis Data sheets submitted S. 1013.37(1)(e), F.S.

- Life Cycle Cost Analysis ☐ Yes □ No □ N/A If “No,” explain __________

- Energy Efficiency Analysis ☐ Yes □ No □ N/A If “No,” explain __________

**12. **This project includes a threshold building? ☐ Yes □ No

**13. **This project includes an Enhanced Hurricane Protection Area (EHPA) ☐ Yes □ No □ N/A If “No,” explain __________

---

OEF 208
Rule 6A-2.0010, FAC
Page 1 of 2

Effective November 2012
**LETTER OF TRANSMITTAL**

<table>
<thead>
<tr>
<th>14. Source of Funds (Rule 6A-2.0010/SREF 2.1)</th>
<th>Amount of Funds</th>
<th>Survey Yes – No (See Key)</th>
<th>PPL Number (See Key)</th>
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<td>□ PECO/Sum of Digits - S. 1013.64(1), F.S.</td>
<td>1</td>
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<td>□ PECO/Special Facilities Construction Account – S. 1013.64(2), F.S.</td>
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<td>□ Florida College System Institution - S. 1013.64(4), F.S.</td>
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<td>□ Cooperative Use Facilities - S. 1013.52, F.S.</td>
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<td>□ Specified Legislative Allocation (Line Item)</td>
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<td>□ CO&amp;DS Flow-Through Funds</td>
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<td>□ SBE Bond (COBI)</td>
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<td>□ Classrooms for Kids – S. 1013.735, F.S.</td>
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<td>□ Other State (Specify):</td>
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<td>□ S. 1011.14, F.S., Loan - Debt Service paid from:</td>
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<td>□ CO&amp;DS; □ Local</td>
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<td>□ 1.5-Mill □ Other (Specify):</td>
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<td>□ Local Bonds - Debt Service paid from:</td>
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<td>3</td>
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<tr>
<td>□ CO&amp;DS □ Local</td>
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<td>□ Local Millage (1.5 Mill) - S. 1011.71(2), F.S.</td>
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<td>□ Other local funds</td>
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<td>□ S. 1013.15(4)(a), F.S., Lease and Lease Purchase (COPs)</td>
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<td>□ Other Local (Specify):</td>
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<td></td>
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<tr>
<td>□ Federal (Specify): (Davis-Bacon Act Wage Rate &amp; Federal Workers Compensation Shall Apply)</td>
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</table>

**TOTAL**

**Key:**
- R - Required
- NR - Not Required

1. Remodeling, renovation, maintenance, repair, and site improvement projects only.
2. Required if principal is paid from CO&DS or from PECO funds.
3. Required if principal is paid from CO&DS funds.
4. Required for projects other than renovation, repair, or maintenance.
5. Depends on source of funds used to repay loan.
6. Requires approved PPL and survey recommendation.

**15. S. 1013.44(1)(a), F.S., List passive design elements and low energy usage features included in the design.**

**16. Written agreements are on file with the following appropriate agencies:**
- □ Fire/Police
- □ Utilities/Connection Fees
- □ Traffic Control Safety
- □ Local Comprehensive Plan Approval
- □ Primary Roads/Emergency Access
- □ Emergency Management

**17. (PL 89-665, Federal Funds) Historical Significance. Project involves building over 50 years old:**
- □ Yes
- □ No

**18. Please provide an e-mail address if you desire an electronic copy of the review letter:**

**19. Please provide a contact name and FAX telephone number if the district desires draft copies of review mandatory and comments as reviews are being completed. (Caution: Mandatories and comments may be different in the final, signed review letter.)**

**Contact name:**

**FAX:** ( )

**20. Use this space for additional information:**

Signature: ______________________________________________________ Date: ______________ Signed: ______________

(□ Superintendent, □ President, □ Designee)

OEF 208
Rule 6A-2.0010, FAC

Page 2 of 2

Effective November 2012
APPENDIX 9.05

MONTHLY STATUS REPORT
INSTRUCTIONS AND FORMS

STATUS REPORTS INSTRUCTIONS

General Requirements:

The Agreement between Owner and Architect-Engineer established the requirement that the Architectural Engineer prepares and delivers to the Duval County Public School Facilities Planning and Construction Office on or before the fifth day of each month, a status report describing in detail the progress of the project as of the last day of the preceding month. The report should encompass progress made, any critical items needing attention, or areas of which might cause future delay. The report shall be detailed enough to provide a synopsis of the project to date.

The status report will be submitted to the Project Manager with copies to the School Architect. These reports shall be consecutively numbered beginning with the first report submitted after the Architectural Engineer's Notice to Proceed. During design, the numbers shall be preceded by the prefix "D."

Commencing with the first report submitted after the NTP for construction is given, the reports should continue the consecutive numbering previously established with the prefix changed to "C." Reports shall not terminate until receipt of the final professional payment.

Preparation:

The format for the Construction Status Report and the Design Status Report shall be copied on the Architect-Engineer's letterhead. All items and phrases shown in parenthesis are instructional and shall not be copied on the report. Sufficient space for each item shall be allowed in order to project the necessary information. Consecutively number each page of the report.

Each report submitted shall be signed, dated and sealed by the Professional of Record.
# APPENDIX 9.06

## CERTIFICATE OF FINAL INSPECTION - OFDC-209

AND

## CERTIFICATE OF SUBSTANTIAL COMPLETION

**FLORIDA DEPARTMENT OF EDUCATION**
Office of Educational Facilities

**CERTIFICATE OF FINAL INSPECTION**

**TO:** Office of Educational Facilities (OEF)
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

**INSTRUCTIONS:** Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.

### RE:
___________________________________________

______________(□ School District □ Florida College)

______________(□ School Name □ Campus)

______________(□ School □ College) Code Number

**Description of Project**

### SECTION A: BOARD’S ACCEPTANCE

Upon the recommendation of our Project ( □ Architect □ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _________________________________,

Name (Type or Print)  _____________________________________________________

Signature:   __________________________________

___________________________

Date:   ________________________, ______

(□ Superintendent □ President)

### SECTION B: [ARCHITECT □ ENGINEER] CERTIFICATION

As PROJECT ( □ ARCHITECT □ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature:__________________________________________________________ Date: ________________________, ______

Firm Name:__________________________________________________________________________________________

Address:  ________________________________________________________________

Street/P.O. Box ____________ City ____________________ State ________ Zip ______

### SECTION C: □ Building Official □ Other (Specify) Certification ________________________________

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print)  _____________________________________________________

Signature:   __________________________________

___________________________

Date:   ________________________, ______

□ Building Official □ Certified Inspector

### SECTION D: FACILITY INFORMATION.

1. **TYPE OF PROJECT:** □ New Plant □ Addition □ Remodeling □ Renovation □ ________

2. **CORRECTED “SPACE INVENTORY REPORT” (land, building, room) HAS BEEN FILED WITH**

   **THE OEF:** □ Yes □ No □ N/A If “No,” explain: ____________________________

3. **SOURCE OF FUNDS:** □ Local □ State □ Federal □ ________

4. **ADJUSTED FINAL CONTRACT AMOUNT:** $

5. **PROJECT GROSS SQUARE FOOTAGE:**  

   SQ. FT.

6. **COST PER GROSS SQUARE FOOT:** $

7. **COST PER STUDENT STATION:** $

---

**OEF 209**

Rule 6A-2.0010, FAC

**Effective November 2012**

---

Page 1 of 2
### CERTIFICATE OF FINAL INSPECTION (CFI)

<table>
<thead>
<tr>
<th>8. BUILDING CONTRACT DATE:</th>
<th>COMPLETION DATE:</th>
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</table>

| 9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts). |
|---|---|---|
| C.O. No. | $ | C.O. No. | $ |
| C.O. No. | $ | C.O. No. | $ |
| C.O. No. | $ | C.O. No. | $ |
| C.O. No. | $ | C.O. No. | $ |

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<th>11. Additional Information:</th>
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<td>__________________________</td>
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</tbody>
</table>

Rule 6A-2.0010, FAC Effective November 2012
DUVAL COUNTY PUBLIC SCHOOLS
CERTIFICATE OF SUBSTANTIAL COMPLETION

DCPS Project #: ________________
DCPS Project Name: __________________________________________________________

The Work performed under the Contract dated _______, between Duval County Public Schools and __________________ for the construction of the above referenced project was inspected and found to be substantially complete as of _________, 20__.

The Date of Substantial Completion of the Work is the date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, that the Owner can occupy or utilize the Work for the use for which it was intended.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereto.

Owner assumed or will assume full possession and responsibility for security of the facility above described as of the Substantial Completion date.

On the date so established by the Architect/Engineer as the date of Substantial Completion of the Project, or beneficial occupancy, whichever first established, the one year Contractor warranty shall commence. This also establishes the starting date of any extended warrantees as called for in the Construction Documents.

FOR:

__________________________  ____________________________  ____________________________
Architect                             Duval County School Board                             Contractor

By: ____________________________  By: ____________________________  By: ____________________________
APPENDIX 9.08

OCCUPANCY CERTIFICATE

CERTIFICATE OF INSPECTION
Duval County Public Schools Office of Code Enforcement & Safety
1701 Prudential Drive, Suite 513
Jacksonville, FL 32207

Certificate Issue Date: ________________________________
School Name(s)/Number(s): ________________________________
Permit Number: ________________________________
Brief description of the work: ________________________________
Contractor: ________________________________

TYPE OF CERTIFICATE ISSUED IS MARKED BY AN ‘X’ IN THE APPROPRIATE BOX BELOW:

☐ CERTIFICATE OF COMPLETION (CC)
This is to certify that the Duval County Public Schools Code Enforcement office has inspected the above referenced project permit for compliance with the Florida Building Code and approved the construction as complete and in accordance with the permit documents. This Certificate of Completion is not a warranty either written or implied and shall not be construed as an approval of a violation of the provisions of the Florida Building Code or other jurisdictional regulations.
Inspected by (printed name): ________________________________

☐ TEMPORARY CERTIFICATE OF OCCUPANCY (TCO)
This certificate authorizes the portion of the building described below to be occupied for the use specified prior to completion of construction. (Upon expiration of specified time duration, this TCO becomes null and void unless a written request for time extension is submitted by the Owner and Contractor.)
Building(s) or Area(s): ________________________________
Special Conditions: ________________________________
TCO Time Duration: ________________________________

☐ CERTIFICATE OF OCCUPANCY (CO)
This is to advise that the above referenced project has been inspected for compliance with the Florida Building Code (edition based on plan review or permit issue date). No further authorization by this office is required prior to the project being occupied and used for the purpose stated in the permit. We are not aware of any litigation or other pending action attacking the validity of the laws under which this project was approved. This Certificate of Occupancy is not a warranty either written or implied and shall not be construed as an approval of a violation of the provisions of the Florida Building Code or other jurisdictional regulations. It is the responsibility of the property owner or agent thereof to obtain any other state or local permits and/or approvals necessary prior to occupancy.
This Certificate of Inspection as identified above is issued by authority of the DCPS Building Official, Ms. Linda Theus (BU1803).
Duval County Public Schools---- Office of Facilities Design and Construction

Instructions: Submit three (3) originals of this form with proper back-up and a letter from A/E indicating who initiated each item of the change order and A/E’s concurrence as to price and time extension (if any).

### DUVAL COUNTY PUBLIC SCHOOLS CONSTRUCTION CHANGE ORDER

<table>
<thead>
<tr>
<th>DCPS PROJECT:</th>
<th>CHANGE ORDER NO.:</th>
</tr>
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<tr>
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<table>
<thead>
<tr>
<th>ARCHITECT/ENGINEER:</th>
<th>DATE:</th>
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<table>
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<tr>
<th>TO: CONTRACTOR ADDRESS</th>
<th>PROJECT NO.</th>
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<table>
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<tr>
<th>A/E JOB NO.:</th>
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</thead>
<tbody>
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YOUR PROPOSAL(S) DATED _______________ HAVE BEEN ACCEPTED FOR MAKING THE FOLLOWING CHANGES:

<table>
<thead>
<tr>
<th>DESCRIPTION OF PROPOSED CHANGE:</th>
<th>DECREASE</th>
<th>INCREASE</th>
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<tbody>
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<table>
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<tr>
<th>SUBTOTAL:</th>
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**TOTAL DECREASE/INCREASE:**

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<th>THE ORIGINAL CONTRACT SUM WAS:</th>
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<tr>
<th>NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS:</th>
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<tr>
<th>THE CONTRACT SUM WILL BE DECREASED/INCREASED BY THIS CHANGE ORDER:</th>
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<table>
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<tr>
<th>THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE:</th>
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<table>
<thead>
<tr>
<th>THE CONTRACT TIME WILL BE DECREASED/INCREASED/UNCHANGED BY:</th>
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</thead>
<tbody>
<tr>
<td>For any change in TIME, it must be identified herein if the change is &quot;Excusable compensatory&quot; or &quot;Excusable non-compensatory&quot;. If excused compensatory, compensation must be recited and documented herein and approved by the Owner.</td>
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<tr>
<td>DAYS</td>
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<table>
<thead>
<tr>
<th>THE DATE OF SUBSTANTIAL COMPLETION THEREFORE IS:</th>
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</table>

By execution of this Change Order the Contractor acknowledges that all issues related to compensation and time have been resolved and payment recited herein is full compensation for the work identified in this Change Order.

Architect/Engineer | Contractor | Duval County Public Schools Owner
By: ________________ | By: ________________ | By: ___________________
Date: ______________ | Date: ______________ | Date: ________________
## DCPS ADMINISTRATIVE AND TECHNICAL CONTACTS

### CONTRACT PERSONNEL FOR SCHEDULED DOCUMENT REVIEW MEETINGS

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<thead>
<tr>
<th>ACADEMICS</th>
<th>Fred Heid</th>
<th>Chief Academic Officer</th>
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</thead>
<tbody>
<tr>
<td>Curriculum &amp; Instruction</td>
<td>Lindsay Sharp</td>
<td>Executive Director, Instructional Programs</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction</td>
<td>Daniela Simic</td>
<td>Chief Officer</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Arts</td>
<td>Dale Choate</td>
<td>Music Specialist</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Arts</td>
<td>Jack Matthews</td>
<td>Art/Pedagogy Teacher</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Arts</td>
<td>Paula Thornton</td>
<td>Director of Arts Office</td>
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<tr>
<td>Curriculum &amp; Instruction/Early Childhood</td>
<td>Sonya McSwain</td>
<td>Director of Early Childhood Education</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction</td>
<td>Myrna Amos</td>
<td>Supervisor Parent Involvement VPK/PreK</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction</td>
<td>Dwight Jones</td>
<td>Executive Director Math &amp; Science K-12</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Math</td>
<td>Jamie Griffin</td>
<td>Director, Middle School Mathematics</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Math</td>
<td>Vernachelle Walton</td>
<td>Director, High School Mathematics</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/PE</td>
<td>Heather Albritton</td>
<td>Specialist, Physical Education</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Reading</td>
<td>Cheryle Ferlita</td>
<td>Director, 3-5 Elementary</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Reading</td>
<td>Julie McEachin</td>
<td>Director, 6-8 Secondary</td>
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<tr>
<td>Curriculum &amp; Instruction/Reading</td>
<td>Kate Moeller</td>
<td>Director, K-2 Elementary</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Science</td>
<td>Shakeathia Butler</td>
<td>Director, Elementary Science</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Science</td>
<td>Tracolya Clinch</td>
<td>Director, Secondary Science</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Social Studies</td>
<td>Marion Chase</td>
<td>Director, Social Studies</td>
</tr>
<tr>
<td></td>
<td>Addison Davis</td>
<td>Chief, Region I</td>
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<tr>
<td></td>
<td>Lawrence Dennis</td>
<td>Chief, Region II</td>
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<td>Kelly Coker-Daniels</td>
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<td>Irañetia Wright</td>
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<td>Pearl Roziers</td>
<td>School Choice</td>
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<td>Mason Davis</td>
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<td>Andrew Post</td>
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<td>School Principal</td>
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<tr>
<th>OPERATIONS</th>
<th>Paul Soares</th>
<th>Chief Operations Division</th>
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<tbody>
<tr>
<td>Facilities Design and Construction</td>
<td>Tony Gimenez</td>
<td>Supervisor, Design Project Manager</td>
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<tr>
<td>Facilities Design and Construction</td>
<td>Bruce Ackerman</td>
<td>Director, Environmental</td>
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<tr>
<td>Facilities Design and Construction</td>
<td>Alonza Anderson</td>
<td>Supervisor, Food Service Project Manager</td>
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<tr>
<td>Facilities Design and Construction</td>
<td>Cheryl Thompson</td>
<td>Coordinator, Interior Design &amp; FISH</td>
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<tr>
<td>Maintenance</td>
<td>Greg King</td>
<td>Director</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Susan Carew</td>
<td>Director, Energy Services</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Tony Foyt</td>
<td>Project Analyst, EMCS</td>
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<td>Dale Hughes</td>
<td>Project Coordinator, Roofing</td>
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<td>Grounds Foreman, Station I, II or III</td>
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<td>Electronic Systems, Foreman</td>
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<td>Pearl Roziers</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Technology</td>
<td>Jim Culbert</td>
<td>Executive Director, Information</td>
</tr>
<tr>
<td>Role</td>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------</td>
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</tr>
<tr>
<td>Technology</td>
<td>Sean Fitzgerald</td>
<td>Director, Technology Infrastructure</td>
</tr>
<tr>
<td>Transportation</td>
<td>Leslee Russell</td>
<td>Director</td>
</tr>
<tr>
<td>School Police</td>
<td>David Coffman</td>
<td>Chief</td>
</tr>
<tr>
<td>School Safety</td>
<td>Robert Stratton</td>
<td>Director</td>
</tr>
<tr>
<td>Food Service</td>
<td>Wayne Atwood</td>
<td>Director, Food Services and Consolidated Services</td>
</tr>
<tr>
<td>Food Service</td>
<td>Mark Dingee</td>
<td>Supervisor</td>
</tr>
<tr>
<td>Custodial</td>
<td>Steve Gritzuk</td>
<td>GCA</td>
</tr>
</tbody>
</table>

- Architect
- Civil Engineer
- Electrical Engineer
- Mechanical Engineer
- Construction Manager or Contractor
I certify that no materials containing asbestos were specified for use in the construction of the above-referenced Project. I further certify that I have inspected the subject project and, to the best of my knowledge and ability, I have determined that no asbestos-containing materials were used in the construction of this project.

_______________________________________________                            __________________
Signature                                                Date

_____________________________________________________________
Name (Typed)

Firm: ________________________________________

Address: ______________________________________

_____________________________________
_____________________________________

DUVAL COUNTY PUBLIC SCHOOLS
Certificate of No Asbestos

DCPS Project #:  ________________________________
DCPS Project Name:  ____________________________________________
DUVAL COUNTY PUBLIC SCHOOLS
Contractor’s Certificate of Asbestos Use

DCPS Project #: ____________________

DCPS Project Name: __________________________________________________________

I certify that no materials containing asbestos were used or installed in the construction of the above referenced Project.

________________________________                            __________________
Contractor’s Signature                           Date

__________________________
Contractor’s Name (Typed)

Firm Name: ________________________________

Address: ___________________________________

__________________________________________
__________________________________________
__________________________________________
APPLICATION AND CERTIFICATE FOR PAYMENT NO.________________

ARCHITECT/ENGINEER TRANSMITTAL FORM

<table>
<thead>
<tr>
<th>FORM</th>
<th>DATE RECEIVED</th>
<th>DATE SENT</th>
<th>APPROVED (INITIAL)</th>
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<tr>
<td>APPLICATION FOR PAYMENT</td>
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<tr>
<td>SCHEDULE OF VALUES</td>
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<tr>
<td>PROJECT SCHEDULE</td>
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<tr>
<td>MBE FORM 5</td>
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MBE FORM 5 TO BE TRANSMITTED TO:

Beth M. Tramel, Supervisor
Minority Business Affairs
4880 Bulls Bay Highway
Jacksonville, FL  32219
(904) 858-1480 (phone) / (904) 858-1492 (fax)

ORIGINAL APPLICATION AND CERTIFICATE FOR PAYMENT, SCHEDULE OF VALUES AND PROJECT SCHEDULE ARE BEING TRANSMITTED TO:

Facilities Design and Construction
Duval County Public Schools
1701 Prudential Drive, 5th Floor
Jacksonville, Florida  32207

Signed:__________________________________________

Architect/Engineer
APPENDIX 9.13

FINAL PAY REQUEST

DUVAL COUNTY PUBLIC SCHOOLS
PROJECT CLOSE-OUT CHECKLIST

DCPS PROJECT # AND NAME:

ARCHITECT/ENGINEER:

CONTRACTOR:

THE FOLLOWING ITEMS ARE TO BE SUBMITTED PRIOR TO OR WITH THE CONTRACTOR’S FINAL PAY REQUEST:
(The A/E and PM will verify and initial)

1. Payment Requisition (Three copies with signatures and seals, noted as FINAL)
2. Final Schedule of Contract Values
3. Consent of Surety to make Final Payment
4. Notice of Release of Lien from each subcontractor who has filed a Notice to Owner
5. Substantial Completion Form w/attached punchlist (Includes Warranty Statement)
6. Certificates from A/E and Contractor regarding the use of non-asbestos containing materials
7. As-Builds (two CADD CD and two set prints)
8. Copy of the transmittal to the appropriate maintenance station of Operation and Maintenance manuals, as-builds (two CADD CDs and one set of prints), brochures, warranties and a list of subcontractor contacts for warranty work
9. Revised FISH drawings and square footage data
10. Copy of transmittal to the School Principal of any operational manuals that the school staff may require and a list of subcontractor contacts for warranty work (one set of prints)
11. Verification that DCPS personnel have received any training called for in the Contract Documents
12. Fully executed roof warranty, if applicable
13. Other special warranties or bonds as required by the Contract Documents
14. Certificate of Final Inspection (OEF 209 FORM)
15. Certificate of Occupancy (DCPS Code generated)
16. Project Manager to submit Board Agenda item for Substantial and Final Completion (By DCPS PM)
17. Contractor’s Affidavit / Certificate of Contract Completion
18. Evaluation Forms as Applicable (By DCPS PM)
19. Revised Contingency Deduction Activation No. _____ in the amount of $____________ (copy attached)

Architect/Engineer______________________________ Date______________

Project Manager______________________________ Date______________
APPENDIX 9.14
LIFE CYCLE COST ANALYSIS

INSTRUCTIONS: Submit one copy of the completed form, signed and sealed, for each project with an air-conditioning load of 360,000 BTU per hour or greater. Reproduce this form in sufficient quantity for your use.

RE: __________________________________________ (☐ School District ☐ Community College)
___________________________________________ (☐ School Name ☐ Campus)
___________________________________________ Description of Project

DATA SHEET 1
SYSTEM DESCRIPTION

<table>
<thead>
<tr>
<th>SCHEME A</th>
<th>SCHEME B</th>
<th>SCHEME C</th>
<th>SCHEME D</th>
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UNIT ENERGY COSTS

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ANNUAL COSTS

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HVAC SYSTEM INSTALLED COSTS

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ENGINEER, Name

Firm Name
Address
City/State/Zip
Phone
E-Mail

Signed/Dated
(Sealed)
LIFE CYCLE COST ANALYSIS  
DATA SHEET 2

DISTRICT ___________________________________ SCHOOL ____________________________________________

PROJECT ____________________________________________________________________________________________

SINGLE EXPENDITURE DATA

PWF Multiplier from VII. SINGLE EXPENDITURE CHART

PRESENT WORTH = (ITEM COST in today’s dollars) x PWF

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<th>ITEM NAME</th>
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<th>ITEM COST</th>
<th>PWF</th>
<th>PRESENT WORTH</th>
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TOTAL MAJOR REPAIR COSTS

(Sum of Present Worth on this page.)

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<td>SCHEME D</td>
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Date

OEF LCCA-2  Page 2 of 3  Revised August 2007
LIFE CYCLE COST ANALYSIS
DATA SHEET 3

DISTRICT ____________________________ SCHOOL ______________________________

PROJECT _____________________________________________________________________________________________

PRESENT WORTH IN TODAY’S DOLLARS

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<td>TOTAL COST</td>
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FINANCIAL SUMMARY (total cost over 25-year life of project)

ENERGY SUMMARY (Annual energy use in MBtu per square foot per year)

<table>
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<tr>
<th></th>
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<th>SCHEME C</th>
<th>SCHEME D</th>
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*List other uses

ENGINEER
Signed & Sealed
Date