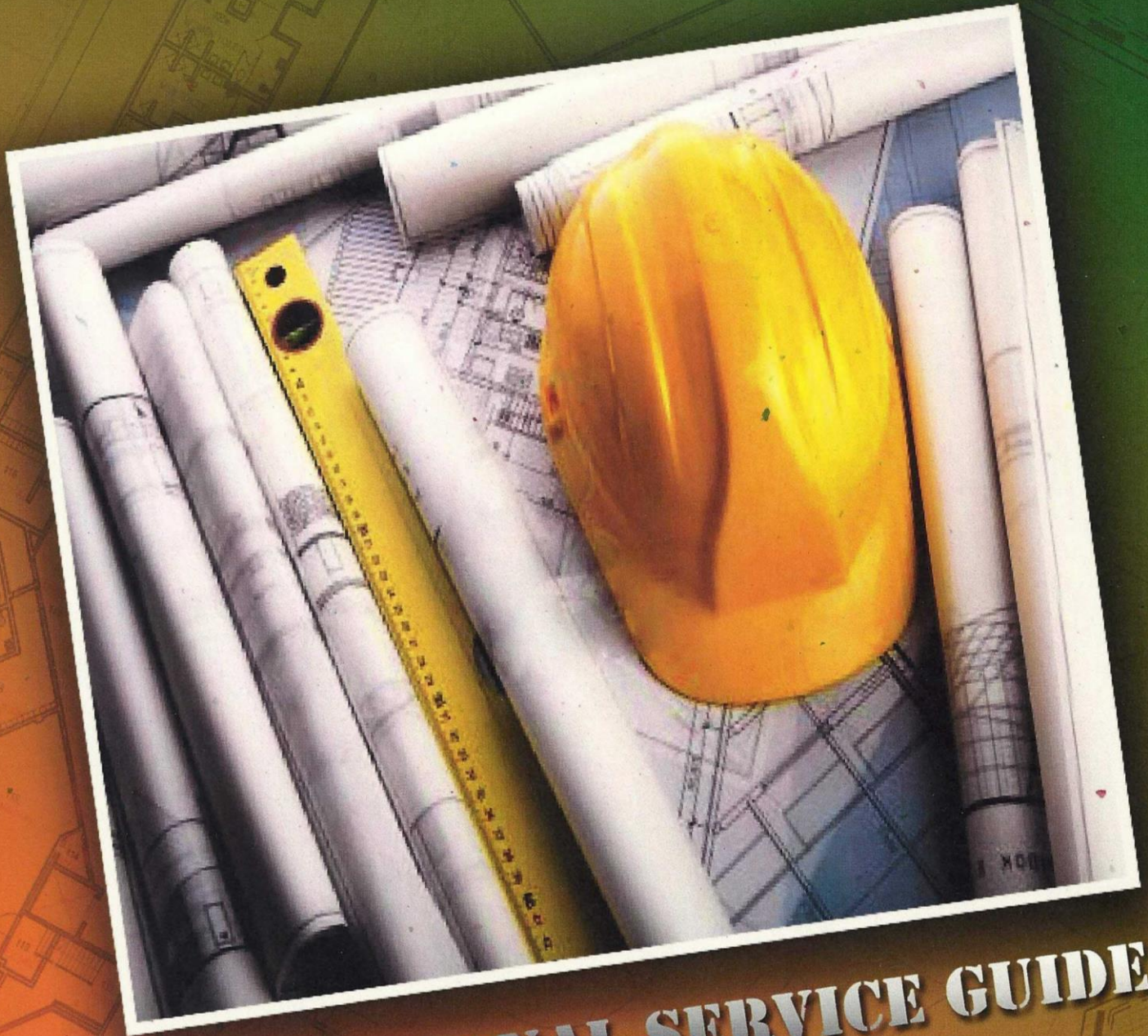




# FLORIDA A&M UNIVERSITY FACILITIES PLANNING & CONSTRUCTION



## PROFESSIONAL SERVICE GUIDE

**Signature Page  
for  
Professional Service Guide  
Approval**

\_\_\_\_\_ Date \_\_\_\_\_  
Director, Facilities Planning & Construction

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Associate V.P for Construction and Facilities  
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Vice-President for Administrative and Financial  
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## SECTION 1 INTRODUCTION

The Florida A&M University (FAMU) *Professional Services Guide (PSG)* delineates the policies and procedures employed by Florida A&M University for planning, design, and construction of FAMU facilities and infrastructure. Its purpose is to augment our agreements with architects, engineers, consultants, and construction firms by explaining how to fulfill the requirements of our contract by providing standardized supplemental documents, forms, and templates.

The PSG enables our design and construction professionals to understand the University. The authority delegated to our administration and staff, and the reasons, rules, regulations, guidelines, and standards are established.

The contents of the PSG are directive in nature. Deviations from the PSG shall be requested in writing by the design or construction firm or company and must have prior approval of the Associate Vice President for Construction and Facilities Management, see 1.1.1 Revisions.

Although the PSG is structured toward **major** construction or renovation projects (those with a construction cost of \$2,000,000 or more), its intent is for all design and construction projects. The PSG is incorporated by reference into the following contract templates for major FAMU projects:

- Agreement Between University and Design Professional
- Agreement Between University and Construction Manager (CM)
- Agreement Between University and Design-BUILDER (D-B)
- Agreement Between University and Builder (General Contractor)

A series of renewable Continuing Services Annual Contracts are often used for the design and construction of **minor** projects. When warranted, due to the limited nature of project scope and shorter delivery timeframe, certain requirements of the PSG may be waived for, and are not applicable to, minor projects. Examples include the number of design phases and the content of design phase deliverables. The PM and Design Professional shall discuss and reach agreement on such waivers or exceptions during negotiation of the design service contract.

### 1.1 Organization of the Professional Services Guide

The PSG consists of eight Sections, Appendices and Exhibits containing procedures, guidelines, and standards that design and construction firms shall follow in the planning, design, and execution of facilities and infrastructure construction for the University. Each Appendix is designed to be used as a standalone document to guide the process of a specific FAMU procedure. The Exhibits are typically forms or templates used to standardize the administrative process during planning, design, or construction.



The PSG is arranged as a sequence that parallels the FAMU project acquisition process, from selection of services through warranty.

Exhibits for the PSG are identified as "**PSG Exhibit**," so they may be distinguished from the Exhibits contained in the Project Managers Procedures Manual as "**PM Exhibits**." The Project Managers Procedures Manual is used internally within the University and parallels the PSG.

### **1.1.1 Revisions**

The Associate Vice President for Construction and Facilities Management is responsible for maintenance of the PSG and all its related Appendix and Exhibits. Suggestions for changes or clarifications, questions, and request for information shall be addressed to:

Associate Vice President for Construction and Facilities Management  
Florida A&M University  
2400 Wahnish Way, Room 125E  
Tallahassee, FL 32307

Revisions to the PSG will be issued electronically by posting on the FAMU FP&C Website. Changes or revisions will be marked or identified in the Manual where they occur.

The University reserves the right to add, amend, or revoke any of the contained rules, policies, regulations, and instructions or incorporate additional ones, with or without notice, as circumstances for the good of the university community may require.

The on-line manual replaces earlier printed versions of standards, guidelines, and manuals, which are no longer provided nor distributed. A printout of this manual and each change to this manual, created from the original text source for the on-line version, is retained permanently as an official record at the Office of Facilities Planning and Construction and is available for inspection. Printouts of all revisions to online manuals will be similarly available.

### **1.1.2 Document Conflicts**

In the event of an inconsistency or conflict, applicable law and the State University System Board of Governors' policies supersede university policies, and university policies supersede college, department, or lower unit bylaws, policies, procedures, or guidelines.

### **1.1.3 Hyperlinked References Lists**

References to publications (other than the *Professional Services Guide*), Florida Statutes, and University policies are underlined in blue italic's type throughout the document. In an electronic version of the PSG, these references are hyper linked back to their origin for reference or possible modification of the PSG in the future. By researching these references, readers can obtain further information on items covered in the PSG.



## **SECTION 2 THE UNIVERSITY**

### **2.1 Florida Agricultural & Mechanical University**

The Owner, Florida A&M University, is acting for and on behalf of The Florida A&M University Board of Trustees, a public body corporate of the State of Florida.

The University President is granted authority by statute to execute design and construction contracts and is granted authority by administrative rule to administer the construction program. Under Title XLVIII, K-20 Education Code of Florida Statutes, Chapter 1013 authorizes state and local officials to cooperate in establishing and maintaining educational plants that will provide for public educational needs throughout the state.

### **2.2 The University President's Authority**

The following may be actions of the President or designee:

- Approve the project budget and any amendments
- Establish the University's design guidelines
- Approve the University's capital building program
- Administer the Campus Master Plan Public Hearing process, [FAMU BOT Policy 2005-07](#)
- Appoint Design Professionals or other professionals. The selection process is conducted under [287.055, F.S.](#), and [FAMU BOT Policy 2005-7A](#)
- Review and approve design documents at each phase of development
- Approve each request for Additional Services to be provided by Design Professionals
- Review and approve invoices for professional services and Builders' pay requests
- Approve change orders and construction change directives during the construction phase, [FAMU BOT Policy 2005-6](#)

### **2.3 Office of Construction and Facilities Management**

Under the direction of the Associate Vice President for Construction and Facilities Management, the following offices oversee day to day planning, design, construction, plant operations, maintenance, and safety at the University:

- The Office of Facilities Planning and Construction (FP&C), administers and manages the University President's construction responsibility for all major facility and infrastructure projects, and most minor projects.

- The Plant Operations and Maintenance Department (POM) manage and administer minor projects relating to University infrastructure and repair and maintenance and minor renovations of all University buildings.
- The Environmental, Health, and Safety Department (EH&S) perform project support for campus facility, infrastructure, repair, and maintenance projects as well as performing their normal duty to provide a safe campus environment.
- Events, Moving, and Set-Up Department

Depending upon the service and magnitude of service, the management and administration of professional services may be delegated to one of the four areas making up the Department of Construction and Facilities Management.

### **2.3.1 Mission Statement**

To plan, provide and maintain high-quality facilities and provide a safe campus environment in support of the university mission and goals.

### **2.3.2 Goals**

Construction and Facilities Management have four primary goals (listed alphabetically)

- **Cost** – Deliver projects of long-term value within justifiable, benchmarked budgets
- **Customers** – Surpass our customers wishes by exceeding our goals for cost, operations, performance, quality, and safety
- **Operations** - Enhance operational effectiveness & efficiency of campus buildings and infrastructure
- **Performance** – Deliver projects that satisfy the needs of the users.
- **Quality** – Deliver buildings and infrastructure of quality that enhance the campus’ distinctive sense of place.
- **Safety** – Ensure a safe environment for our students, visitors, staff and faculty

## **2.4 Construction Projects - Budgeting, Contracting and Administration**

Each year the University undertakes numerous construction projects on its campus and at other locations in the State of Florida. These projects are, and will continue to be, necessary or desirable to further the missions of the University. University construction projects generally fall within the following three categories:

- Correcting existing deficiencies

- Replacing exhausted or obsolete facilities
- Accommodating desired future growth

### **2.4.1 Budgeting**

Each fiscal year the Vice President for Finance and Administration prepares and submits the following items to the University President for Board of Trustees approval:

- A five-year capital improvement plan for projects to be funded through Public Education Capital Outlay (PECO), other sources, or other financing methods. This list is submitted to the State Board of Education and prepared in accordance with the State Board of Education's guidelines and policies.

No construction project (regardless of the source of funds) which requires the prior approval of the Legislature for operations and maintenance funding and for which the Legislature's approval has not yet been granted, may be commenced without the prior approval of the FAMU Board of Trustees.

### **2.4.2 Construction Contracting and Administration**

Each University construction project, with a budget in excess of \$1,000,000, will have an approved facility program, prepared in accordance with the BOG's, Regulations, [Chapter 21, Campus Master Plans](#), before design and construction on the project commence. Project programs and program amendments are reviewed and approved by the President in accordance with Chapter 3 of this PSG.

The President or President's designee will approve, execute and administer all contracts for planning and construction to be rendered to or by the University, including continuing contracts, provided the contracts are within the law, State Board of Education rules and are for the implementation of approved programs, if a program is required. This authority includes, but is not limited to, the approval and execution of Design Professional additional service's authorizations, change orders, payment authorizations, substantial completion certificates, beneficial occupancy certificates, and final completion certificates. No project will be approved by the President or President's designee until funds for that project are available and on deposit from the appropriate sources.

### **2.4.3 Submission of Campus Master Plans**

The University submits to the Board of Trustees a proposed campus master plan. Prior to submission to the Board of Trustees, the proposed campus master plan and support materials are reviewed by the University Land Use and Facilities

Planning Committee. Upon recommendation from the Land Use and Facilities Planning Committee, the proposed campus master plan and support materials shall be submitted to the Vice President for Finance and Administration or designee for review and transmittal to the Board of Trustees. The Campus Master Plan process for submission, approval, and amendments is performed in accordance with [SUS BOG, Chapter 21 \(multiple regulations\)](#) and [FAMU BOT Policy 2005-07](#).

## **2.5 Communications**

As in any other discipline of University or private business, the importance of communication cannot be overemphasized in managing projects. Effective communication involves both sending and receiving the "message." Project communications management includes the process required to ensure timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information.

As the University's construction representative, FP&C cannot overstress the role of communication in our project. For the success of our projects, we require a concerted effort to facilitate communications between the total project team. This includes our facility staff, Design Professional and their consultants, Builder and their sub-contractors, the project client, user groups, and for some projects, the public. A construction project has an enormous number of "moving parts," physical as well as schedules, demands, and decisions.

It is critical that a clear chain of communication and command is established for input and distribution of information. All requests for information, change order requests, and directives to and from the University shall be introduced in writing and addressed through proper channels to ensure issues are responded to by the right party without delaying progress, and captured and documented in the project.

As professionals, it is the responsibility of every member of the project team to:

- Coordinate and execute effectively
- Be proactive to project detail
- Mitigate changes
- Perform quality work
- Accomplish our duties on time and within budget
- Provide open and timely communications

### **2.5.1 Florida Government-In-The-Sunshine Law and Related Statutes**

The business of the Facilities Planning and Construction Office will be conducted under [\*F.S., Chapter 286, Public Business\*](#).

## **2.6 The Role of the University**

The University provides programmatic guidance, funding, design review assistance, construction permitting, and general oversight, coordination, and management of the project. FP&C is specifically charged with managing major capital construction and renovation projects from inception through warranty.

The primary point of contact for project management and administration is the FAMU Project Manager (PM). This individual serves as the University's representative and customer liaison, providing leadership and guidance on all aspects of the project.

Other entities that do or may play critical roles in FAMU design and construction, and with whom the Design Professional and Builders must interact in coordination with the PM, include:

- *University Environmental Health & Safety (EH&S)* – building code enforcement; building construction permitting authority; liaison with the State Fire Marshal (SFM); Americans with Disabilities Act (ADA) review, inspection, and enforcement; provides regular construction inspection upon request and grants Certificate of Occupancy; can also provide miscellaneous services such as soil treatment, Indoor Environmental Quality Commissioning, and consultation on occupational safety, hazardous materials, industrial hygiene, and radiation control.
- *University Plant Operations & Maintenance (POM)* – management, operation, and maintenance entity for FAMU grounds and “Education & General” (E&G) facilities; provides programmatic guidance and cost estimates for necessary extensions or upgrades to utilities infrastructures; provides design review input, construction inspection, utility outages, coordination of utility services, and dig permits.
- *University Police Department (UPD)* – provides design review input on matters related to physical security and safety.
- *University Division of Enterprise Information Technology (EIT)* – provides design review input on information technology, telecommunications, and (for certain buildings or end users) audio-visual standards.
- *University Facilities Design Review Committees* – provide programmatic and design phase review of campus projects as they relate to compliance with the adopted Campus Master Plan, impact on natural (trees and landscape, bodies of water) and manmade (adjacent facilities, roads, sidewalks and



other hard scape) features, historically relevant or archaeologically sensitive areas, and transportation and parking facilities.

- *State Fire Marshal (SFM)* – authority having jurisdiction on matters related to fire and life safety.
- *Local Water Management District* – for on-campus projects: North West Florida Water Management District (NFWFMD) maintains jurisdictional authority for storm water permitting and erosion control for the main FAMU campus.
- *State Division of Historical Resources* – design reviews of projects impacting or adjacent to historic buildings or sites.

For certain projects, including those with special federal or grant funding, other external agencies and entities may be involved during design and construction. Examples include NIH, DOT, HUD, EDA, DOE, and FEMA. The Design Professional shall coordinate its efforts and otherwise comply with such entities in terms of University-specific or project-specific standards, rules, or requirements.

As University, FAMU will provide:

- Project funding;
- The form of contract;
- A Facilities Program that outlines project scope and expectations, and which shall serve as the initial basis of design;
- Design and construction standards and guidelines to assist the Design Professionals in selection of construction materials and systems based on initial cost, maintenance, operations, sustainability, energy efficiency, and life expectancy;
- Review of design and construction documents to assist the Design Professionals in designing a facility that fully satisfies programmatic and functional requirements, while remaining within budget and adhering to applicable codes and standards.
- General Terms & Conditions and non-technical specifications to be tailored to the project and included among the construction documents;
- On-site weekly visits during the construction phase to assist the Design Professionals in ensuring that the project's schedule, budget, and quality are maintained;
- Template/model forms for various processes, including applications for payment and the construction inspection and closeout process;
- Overall management to ensure cooperation and coordination between design, commissioning, and construction professionals, and between the project team and other internal and external stakeholders, including the end users of the facility.

## **2.7 Construction Delivery Methods**

A variety of project delivery methods are used for work at FAMU, including Construction Management (CM), also known as CM-At-Risk; Design-Build (D-B); and traditional Design-Bid-Build (or "hard bid"). The majority of major projects at FAMU are CM projects, and minor projects are a mixture CM and Design-Bid-Build. A detailed selection process for the different construction methods is contained in Section 4 for CM and D-B, and Section 6 for Design-Bid-Build.

## **2.8 University Project Coordination**

The University shall assign a PM. The responsibilities of the PM shall cover the following:

- Allow the University to work closely with the Design Professional and Builder.
- Cooperate with the University in all design and budget decisions, including compiling and approval of the University's program for the project and approval of the estimated construction cost at each plan review submittal.
- Help make decisions regarding programming and operational restraints to the best benefit the University and to bring the scope of the project within the estimated construction cost as submitted by the Design Professional and approved by the University.
- Be aware of the project status at all times. Attend all meetings and keep records accordingly.
- Keep the University advised as to the project progress at all times.
- Maintain adequate records of the project for future use, including plans, specifications and record drawings.
- Serve as the University primary contact regarding all matters concerning a capital improvement project.
- Pre-review all submittals from the Design Professional prior to forwarding to the Section for review. The PM shall ensure that all submittals meet the project requirements as defined for the Design Professional Agreement and as this PSG.

## **2.9 Supporting Documents and Document Management**

Use of FAMU forms and documents is required. View or download the latest editions from the FP&C Website at, <http://www.famu.edu/index.cfm?FacilitiesPlanning&FacilitiesPlanningandConstruction>.

Throughout this PSG, documents will be identified to either help form the contract between the University and consultant/Builder, or are crucial in the production of a facility that is compliant and in keeping with the University's vision. If the documents are directly related to action of the PSG, they will be contained as numbered PSG Exhibits. If they are related to construction documents, they will be included in the FAMU Design Standards Manual. All members of the design and construction teams shall become familiar with these documents, especially as they affect procedural and legal issues in the performance of the design services and construction contracts.

## **SECTION 3    CAPITAL PLANNING**

Capital Planning is the process of master planning, executing and sustaining FAMU facilities that are safe, functional, and meet the vision of the University. This process entails preplanning and design of new facilities, renovations of existing facilities, and the evaluation of new uses of University lands. These processes are guided by the University Master Plan and the University Strategic Plan that are both approved by the President and Board of Trustees.

Typically, the processes begin FP&C, which is responsible for:

- Implementation of campus master plans and capital project planning process
- Facility and infrastructure planning
- Investment and reinvestment in campus facilities
- Alignment of capital investments with the strategic plan and master plan

The internal capital project planning process involves:

- An annual process to establish the five-year capital plan
- An annual process to develop a repair and rehabilitation (R&R) and infrastructure plan.

FAMU's capital project approval processes, including new construction, facility renovation, leases, and property acquisition are governed by [1013.20, F.S.](#) and [Chapter 21, Regulations of the SUS BOG](#).

There are a variety of funding sources that are utilized when investing and reinvesting in University's physical infrastructure, including both State and non-State resources. State resources are almost always directed toward academic (instruction and research) facilities, including infrastructure and utilities. Non-State resources (gifts, departmental funds, sponsored funds, facility and administrative cost recovery, and interest income) cover facility needs such as athletics, housing and food services, parking, auxiliaries, administrative, and supplement academic facility needs. Because of the wide array of projects and funding sources, non-State resources are a large and rapidly growing source. Non-State projects are driven many times by targets of opportunity created by rapidly evolving funding availability or programmatic requirements. The capital planning process needs to be flexible.

The annual Capital Outlay Implementation Plan (COIP) guides the capital project planning process by reviewing all types of capital projects proposed by the various campus units when the project involves new uses of University lands for the construction and renovation of academic, administrative, and auxiliary facilities, as well as those to be constructed or financed by the University Foundation on behalf of the University.

While capital projects can be proposed at any time, it is expected that a majority of facility needs will be identified for the annual capital request when updates are made to the system-wide five-year capital plan.

### **3.1 Capital Funding Procedure**

Funding for Major Projects (projects that exceed \$2,000,000 in construction cost) is appropriated and authorized by the Legislature. The primary sources are Public Education Capital Outlay, which is derived from the gross receipt taxes on utilities, and Capital Improvement Fees, which is derived from student fees paid as a part of tuition.

- **Public Education Capital Outlay (PECO)** - Florida Statutes require the development of a 3 year plan and a 5 year plan for fixed capital outlay expenditures. The 5 year plan is an expenditure plan which includes all university needs for the next five years, and does not take funding limitations into consideration. The 3 year plan does take funding into consideration, so the two plans can be quite different.
- **Capital Improvement Trust Fund (CITF)** - Student fees for capital improvements are collected at the time of registration for classes. These fees serve as a source of revenue that the State of Florida pledges against bonds. As bonds are paid off and fees continue to accumulate, more bonds are issued. This cyclical process causes proceeds to become available periodically. The BOG notifies the University when funding is expected to become available (typically every several years).

Prior to funding a capital outlay project it must be recommended in an educational plant survey, be consistent with the university strategic plan, academic and facilities master plan and on the first year of the 3 year priority list. Capital projects exceeding \$1,000,000, including new construction and/or renovations, are required to be recommended in the Educational Plant Survey, listed on the facilities' master plan, and have a detailed facility program approved prior to funding or construction. The following are the procedure elements for funding and project approval.

#### **3.1.1 Campus Master Plan**

The State of Florida statutes require all public universities to update their master plans every five years. The development of the campus revolves around BOT, BOG, and legislative approval of capital projects, which must be identified on the master plan. The University BOT shall adopt a campus master plan for the university and maintain a copy of the plan on the university's website.

The FAMU Master Plan lays out a long-range plan for the physical development of the campus in size, form, character, image and environment. It includes proposed new building growth while at the same time addressing renewal of

buildings and defining outdoor spaces that unify all functions of the University. It is a reflection of university goals and objectives held by individual departments, colleges and divisions that required changes to campus facilities, buildings, and grounds in order to be achieved.

### **3.1.2 Needs Assessment**

University VPs are responsible for presenting capital project concepts to the President and Senior Advisory Team (SAT). The President and SAT will assess the concept to determine the overall need, connection to other university programs and initiatives, and consistency with university priorities. If the concept project meets these requirements and does not conflict with the existing FAMU Master Plan, it is forwarded by the President to the Vice President for Administrative and Financial Services with direction for the Director FP&C to provide a preliminary program and cost estimate.

### **3.1.3 Educational Plant Survey**

An Educational Plant Survey is a systematic study that aids in the formulation of plans for housing the educational program and student population, faculty, administrators, staff, and auxiliary and ancillary services of the university. The survey, which may be conducted by BOG staff or an agency employed by the university, must be conducted at least every five (5) years. A copy of the survey must be submitted to the BOG for review and validated by the Department of Education, Office of Educational Facilities. During the five (5) year period, modification to the approved Educational Plant Survey may be submitted to the BOG for approval.

### **3.1.4 Early Feasibility and Estimates**

The intent of this phase is to acquire additional information about the concept project, including general requirements, sizing implications, and projected costs. Once direction is received by FP&C, staff works with the originator(s) of the project to identify the needs, requirements, and costs. Once complete, the information is forwarded to the appropriate VP for final presentation to the President. If approved by the President, the project is presented to the BOT. Upon approval by the BOT, the project is added to the official university capital planning priority list managed by the Director FP&C.

In determining when it is in the best interest of the State and University to use Construction Management (CM) or Design-Build (D-B), the Director FP&C shall consider the following for the President's approval:

- For CM:
  - Whether the size of the project is sufficiently large and/or complex to require major emphasis on the qualification of the contractor to have specific expertise in performing highly specialized cost estimating, value engineering, and scheduling during the design process with continuity of construction management through both the design and construction phases;
  - Whether the initial construction funding is appropriated, and construction is begun with the expectation of substantial appropriations in subsequent years, thereby making it advantageous to retain a single contractor for the duration of the project;
  - Whether the project is an alteration of an occupied facility which requires working around or relocating occupants while keeping the facility fully operational; or,
  - Whether the project is a repair or renovation where the conditions requiring correction cannot be determined and specified without extensive contractor involvement in the removal and examination process during the design phase.
  - Whether the timely completion of the project is critical to the university's ability to repay debt service or to meet grant obligations.
- For D-B:
  - Whether the need for the facility is significant enough to require a substantial reduction of normal delivery time, requiring an overlap of design and construction phases;
  - Whether the design and construction of the facility require minimal interface with the users; or
  - whether the project is performance-based and requires the development of a plan for life-cycle cost savings and a design solution which will accomplish the savings.

### ***3.1.5 Five-Year Plan Submission and State Legislative Approval***

Annually, the BOG calls for submission of the university's capital budget request (usually in May). Based upon the approved FAMU Master Plan, FP&C develops a recommended 5 year plan and submits its recommendation to the President. Depending upon the priority of projects approved by the university's BOT from the previous year's 5 Year Plan submission, the Master Plan may need to be modified prior to submission of the current budget request.

Once the project submission list is approved by the President, the FP&C Planning Unit starts to work developing the five-year plan in accordance with the State of Florida Capital Improvements Program Plan.

The completed annual five-year plan is submitted to the President for review prior to submission to the BOG staff. The BOG staff combines the requests from

FAMU with the other eleven State University System (SUS) institutions and prepares a system wide 3 year plan and a 5 year plan for review by the Council of Presidents. The presidents meet and make their recommendations to the BOG. The 3 year plan approved by the BOG becomes the State University System legislative budget request.

### **3.1.6 Program Concept**

A capital project begins as a concept when a faculty, staff, chair, dean or other university stakeholder deems current facilities are not sufficient to meet program requirements and new or renovated facilities will provide a solution. While specific costs are not outlined in this stage, the concept needs to first be validated by the Dean or Director of the college or unit. If the Dean or Director believes the capital project concept to be worthy of university consideration, the Dean or Director will present the concept up their organizational structure seeking approval from their respective Vice President (VP). If the VP believes the concept is justified and consistent with university priorities, they bring the concept before the President and the Senior Administrative Team.

### **3.1.7 Programming**

Upon approval of funding by the legislature, a facility program can be developed and submitted. This involves the creation of a formal program statement by FP&C. The development of a facility program involves the creation of a Program Committee that will formulate an initial draft, collect input for modification and recommend a final program document.

Upon appointment of the Facility Program Committee and their review and conformation of the Program, a formal adoption process is initiated by FP&C.

If changes are recommended to a project before the design starts, the changes must be approved by the University President prior to modifying any previously approved facility program.





## **SECTION 4 SELECTION OF PROFESSIONAL SERVICES**

Florida's law provides for the University's Board of Trustees to administer a program for the construction and maintenance of facilities. Florida's law also requires the University to select professional consultants, construction managers, and design/builders pursuant to a qualifications-based selection process, except in the selection of design/builders who may also be selected under a competitive proposal selection process, ["Consultants' Competitive Negotiation Act," 287.055, F.S.](#) and [Chapter 1013, Part III\(C\), Contracting for Educational Facilities, F.S.](#)

Generally, the University categorizes its construction projects as either minor projects, projects the cost of which is \$2,000,000 or less, or major projects, projects the cost of which exceeds \$2,000,000. Florida law authorizes the University to enter into "continuing contracts" for all required services on minor projects. Continuing contracts are multi-year agreements between the University and its professionals, construction managers, and design-builders for the provision of services to the University. These contracts are entered into after a qualifications-based selection process. Services for projects not being procured pursuant to a continuing contract are procured on a project by project basis.

Florida law requires the University to evaluate, at a minimum, capabilities, adequacy of personnel, past record, and experience. The University also considers additional criteria depending upon specific scope or requirements of the project. Selection criteria are adapted to fit the needs of each particular selection and may include additional criteria.

Generally, the University will utilize a selection committee when conducting qualifications-based selections of professionals, construction managers and design/builders. The President, or designee, appoints a selection committee. The selection committee will usually consist of five members. The President or designee may vary the number of members, and composition, of the selection committee when in the best interest of the University to do so, provided each committee shall always be comprised of an odd number of members. Additionally, when circumstances warrant, such as planning or study activities to be performed by professionals, the President or designee may appoint only one individual to make selections.

Florida law requires the University publicly announce, in a uniform and consistent manner, each occasion when it needs to acquire the services of a Design Professional, Construction Manager, or Design-Builder.

In the event of an emergency, the President or designee may authorize the University to procure the services of Design Professional consultants, Construction Managers or Design-Builders as provided in [FAMU BOT 2005-7A](#).

## 4.1 Selection, Negotiations, and Execution of Agreement Process for Architects, Engineers, and Other Professional Consultants

Design Professionals are selected on qualifications based selection for services at the University under the following types of contracts:

- *Individual Project Agreements* - Design Professionals may be selected to provide services for a specific project as described in a public notice placed in accordance with [FAMU BOT Policy 2005-07A, Professional Consultants Selection Process for Construction Projects](#).
- *Campus Service Agreements* - Design Professionals may be selected to provide services under a continuing contract for projects in which the estimated construction cost of each individual project under the contract does not exceed that identified in [287.055\(2\)\(g\), F.S.](#), or for study and work of a specified nature as specified in [287.055\(2\)\(g\)](#). A Campus Service Agreement term is flexible, but must contain a termination clause.

### 4.1.1 Selection of Design Professionals

The selection process for Design Professionals typically involves the following steps:

- Scope: The University initially prepares a "facility program" - a narrative in sufficient detail to describe the project for the Design Professional to design the total project or solve the issue.
- Selection Committee: A Selection Committee is recommended and confirmed by the University President for selection of a Design Professional.
- Advertisement: The University advertises the search for a Design Professional in the Florida Administrative Weekly (FAW), <http://faw.dos.state.fl.us/>. A typical advertisement, "Notice to Professional Consultants," contains information relating to the submission of qualification data, including:
  - *"Design Professional Qualifications Supplement (PQS)", PQS Exhibit 4.1*. This form must be signed by an officer or principal of the firm. (**Note:** Applicants using forms from other state agencies or outdated FAMU forms may be disqualified.)
  - *Professional and General Liability Certificates*
  - *Professional Registration Certificates* - A reproduction of the applicant's current Professional Registration Certificate in the name of the applicant offering the services. An applicant must be properly registered to practice in the State of Florida with the appropriate state board governing the services offered. The University verifies the current status with the appropriate state board before the recommendation of an applicant's selection is made final.

- *Corporate Charter Registration* - If the applicant offering service is a corporation, it is required to include a reproduction of its corporate charter registration with the Department of State to operate in Florida. The University verifies the status of the corporation with the Division of Corporations before the shortlist is made final.
  - *Joint Ventures* - An applicant submitting an application as a joint venture is required to submit a copy of its joint venture agreement. (**Note:** When firms are applying jointly for a project, they must have formed a joint venture. Firms applying as "Associations" without a joint venture agreement will be disqualified.)
  - *Other data* - the committee deems appropriate for a specific project
- Simultaneous with a publication in the FAW, all advertisements and reference data are posted on the FAMU web site <http://www.famu.edu>.
- *Submittal Short-List:* Following the receipt of submittals, all submittal data is placed on a Selection Shortlist Evaluation - Schedule A form. Using Schedule A, statements of qualifications are evaluated by the Selection Committee and three to five design teams are short-listed for further consideration. The Committee may request a larger number of firms to participate in the short-list selection. The Committee's evaluations are documented on Selection Shortlist Evaluation - Schedule B form. Furthermore, references listed on each submittal are contacted to see if the previous clients were satisfied with the work of the design team. The results of the "reference checks" become a part of the evaluation of the various submittals.
  - *Interviews:* A schedule of interviews with the firms on the short-list is scheduled by the Selection Committee. A copy of the project Facility Program, Project Fact Sheet, Standards Agreement and any other relevant information, along with a schedule of the interviews is sent to each designer selected for further consideration.  
Interviews are conducted with each short-listed design team using the Selection Committee Shortlist Worksheet for. To ensure fairness to the teams being interviewed, every effort is made to have the same Selection Committee members interview all the designers on the short-list. During this process, a list of interview question categories is made available to each team to be interviewed prior to the interview so that all designers interviewed cover the same areas. Design service fees are not discussed at this time, since the final scope of work and design responsibilities have not been determined at this stage of the selection process.
  - *Ranking:* Following the interviews, the design teams are ranked by the Selection Committee in accordance with the use of a Selection Interview Evaluation - Schedule C form.
  - *Notifications:* All teams that were interviewed are notified in writing as to the final selection.

### **4.1.2 Design Professional Negotiation Preparation**

The number one ranked team is asked to meet with the University to negotiate a detailed scope of work, the conditions of contract, a fair and equitable service fee, a schedule for basic service, and any additional service to be included with the Basic Services Agreement.

Prior to the negotiation meetings, the Design Professional shall,

- Review the project scope and proposed budget with the FAMU PM
- Visit the project location to become familiar with the conditions of the project site and discuss concerns with the FAMU PM
- Discuss and confirm with the FAMU PM, the design phases required. Some projects may be small and simple or large and complex requiring fewer or more design phases and related services
- Discuss quantity of deliverables with the FAMU PM
- Discuss FAMU Design Standards and determine what shall not be included in the design or Project Manual.

The Design Professional shall also obtain and review the "supporting documents" contained in the FAMU Design Standards Manual. The Design Professional shall then provide the following items to the FAMU PM in advance of the initial negotiation meeting:

- Fee proposal for basic services using the FAMU "*Design Professional Fee Proposal*" form, **PSG Exhibit 4.2**, and "*Guidelines for Determining Design Professional Fees for University Projects*", **PSG Exhibit 4.3**, and Department of Management Services, "*Design Professional Fee Guidelines*" <http://fp.state.fl.us/docs/DMSAEFeeGuidedefinition.asp>.
- Proposed design schedule and assumed construction duration
- Proposed schedule of hourly staff rates for the Professional and its consultants
- Proposed project-specific terms or changes to the Agreement, if any;
- Fee proposals for site surveys, studies, tests, energy modeling, additional site visits, other additional services known to be necessary or beyond the definition of basic services. Proposals shall be sufficiently detailed with a scope of work and staff title and hourly rate for completion of each scope items. Services for which the fee is difficult to estimate or for which the fee is likely to be revised should not be included as a lump sum base proposal, but should be issued as a not-to-exceed Additional Service Authorization.
- Copy of the certificate for insurance for Professional Liability and General Liability as stipulated in the professional service advertisement and sample agreement.
- Other information considered necessary or relevant by FAMU or the Design Professional

*Note:* Additional Service Authorizations along with service reimbursement are

discussed in detail in Section 5.

### **4.1.3 Design Professional Negotiations**

#### **Format and Purpose**

Proposed negotiation will be conducted as a face-to-face meeting or telephone conference, respective of project scope of service. The negotiation will be chaired by the Director of FP&C or designee, and attended by the FAMU PM, Assistant Director of Finance and Administration for FP&C, and the Design Professional, along with key consultants if deemed necessary.

The negotiation shall include a detailed review of project-specific requirements, timeframes, terms, provisions, services, and stipulations, all of which are addressed in a series of exhibits to the Agreement. All terms and conditions shall be reviewed during the negotiation to ensure the proposed fee matches the parties' understanding of the scope and requirements of service. Particularly, for Design Professionals and Design Builders, the project schedule shall be discussed and finalized, with attention paid to the amount of time allotted for review of design submittals at each phase, and a phase-by-phase review of the deliverable described in the Design Submittal Requirement.

#### **Fees**

The fees paid for Design Professional services shall be fair, competitive, reasonable, and rooted in both historic and current data for projects of similar scope. The compensation shall be negotiated based on historic data, the approved facilities program budget, the Florida Department of Management Service fee curve, the Design Professional's estimate of man-hours by design discipline, task, and/or phase, the level of complexity, the scope of required services, the schedule, and the project/building type.

Basis of FAMU Design Professional Fees:

- Initial fee negotiation shall be based on the "Design Professional Fee Guidelines," Florida Department of Management Services. This fee schedule is to be used for all Architectural, Civil, Landscape Architecture, Structural, Mechanical, and Electrical Design Professional Services. These fees shall be considered part of "Basic Services" for a project as defined in "*Guideline for Determining Design Professional Fees for University Projects*," **PSG Exhibit 4.3**.
- Per current direction FAMU Administration, date, the basis of fee negotiations will start at 80 percent of the fee identified by Florida Department of Management Services.
- Fee schedule shall be used the base fee, includes all consultants noted above as "basic services," , computed based on the Design Professional providing all basic services, as defined in this FAMU Design Standard's Manual, times a percentage of the total construction cost.
- Base fees shall include the "full services" (unless otherwise negotiated) of

all normal consultants, i.e., civil, architectural, landscape, structural, mechanical, and electrical for basic services.

- Note: All standard professional services contracts, negotiated as a percentage of construction cost, shall pay compensation to the Design Professional based on actual construction cost, including all negotiations and change orders through final acceptance and payments to the Builder. Estimated construction cost, as approved by the University, shall be used until the bids are accepted, or if the project is canceled.

### **Failure to Reach Agreement**

Should the University be unable to negotiate satisfactory terms with the firm considered to be the most qualified at a price the University determines to be fair and reasonable, negotiations with that firm will be terminated. At that time, negotiations will commence with the second most qualified firm or the University may elect to re-advertise. Failing accord with the second most qualified firm, negotiations with that firm will be terminated, then start with the third most qualified firm ... and so on. Should the University be unable to negotiate a satisfactory contract with any of the selected firms, negotiations may be re-started following the original order of priority or the selection process itself may be re-started.

### **4.1.4 Preparation and Execution of Design Professional Agreement**

Upon completion of successful negotiations, assuming availability of funds, the FAMU PM will finalize and facilitate execution of the contract. Original contracts will be transmitted to the Design Professional for signature and returned. Upon their execution by the University President or designee, the Design Professional will receive their copy of the agreement with a Notice to Proceed.

Design professionals shall not commence work until in receipt of a completely executed Agreement and a Notice-to-Proceed (NTP). Design professionals shall not proceed to the next design phase until in receipt of a phase NTP. Failure to comply may result in non-payment for work accomplished prior to the date of approval or notice.

Contact amendments, if necessary, shall be negotiated, documented, executed, and distributed in the same manner as the original agreement.

Services beyond those included in the original agreement must be approved by FAMU in writing by means of an Additional Services Authorization prior to commencement of such services by the Design Professional.

#### **4.1.5 Projects with Fixed Limits of Construction Cost**

Where applicable, the University and the Design Professional may jointly agree to a fixed limit of construction cost as a condition of a standard professional service's contract between the University and the Design Professional (or on the project assignment form or letter for projects executed under multiple project type contracts). If such a fixed limit has been established, the Design Professional and the University will cooperate to mutually agree on contingencies for design, bid climate and price escalation, on building program scope, construction materials, equipment, component systems, and types of construction to be included in the contract documents.

The fixed limit of construction cost shall be included with all design phase review submittals. The fixed limit of cost shall be stated in bold letters on the cover sheet of all documents submitted for review. The cost shall be stated in the following manner, "FIXED LIMIT OF CONSTRUCTION COST = (enter dollar amount)." This statement shall be removed from the documents prior to publishing for bids. Budgetary concerns by all parties shall be resolved during program review and the schematic design phase, before the first plan review submittal to the FAMU PM.

Where this fixed limit of construction cost is exceeded; the Design Professional shall, without additional compensation, modify the construction documents as necessary to comply with the fixed limit, if provided under the terms of the standard professional service's contract.

#### **4.1.6 Liability Insurance**

##### **Professional Liability Insurance**

The Design Professional shall carry professional liability insurance covering negligent acts, errors and omissions. Include a copy of the current certificate of insurance as an attachment to the standard professional service's contract. The policy values are stated in each advertisement for professional services and the Design Professional Agreement.

The Design Professional shall be required to disclose the size and nature of all pending claims against his liability insurance during the negotiation phase. The Design Professional shall maintain this insurance in force after the completion of the services under the contract for a period of one (1) year after substantial completion of the construction.

Neither the FAMU PM's nor the University's review, approval, acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver by the University of any rights or any cause of action arising out of the Contract. The Design Professional shall remain liable to the University for reasonable project costs, which are incurred by the University as a result of negligent acts, errors, or omissions, or both on the part of the Design



Professional. This liability shall extend to the Prime Design Professional's subcontractors and consultants in the performance of any of the services furnished.

The Design Professional may be held responsible for reasonable project costs resulting from its professionally negligent acts, errors, omissions, or other breaches of the applicable standards of care established by Florida laws or regulations. Liability may include, but not be limited to, the Design Professional's own cost of labor and other in-house cost, any resulting Builder Change Order cost, including demolition, cutting patching, repairs, or modification of work that is already in place. The Design Professional may also be held responsible for any Builder or University delays or damages, and any judgment, fines, or penalties, against the University resulting from the Design Professional's professionally negligent acts, errors, omissions, and other breaches of the applicable standards of care.

However, the Design Professional may not be held responsible for the cost of the correct equipment or system which should have been originally specified, except that the Design Professional shall be responsible for any increased cost, whether the result of inflation, reordering, restocking or otherwise of incorporating the corrected work into the Builder's Change Order.

Upon determination that there may be Design Professional financial responsibility involved, the Design Professional shall be contacted by the University. The Design Professional shall be advised of the design deficiency, informed that it is the University's opinion that the Design Professional may be financially responsible, and requested to provide a technical solution to the problem, including a cost estimate. The Design Professional shall be given the opportunity to take the measures necessary to minimize the consequences of such defects within a timely manner without jeopardizing the integrity of the project. The FAMU PM shall promptly inform the Director FP&C of the issue and shall keep the Director informed until the issue is resolved.

If the Design Professional refuses to cooperate in the negotiations, the University shall have the right to proceed with the remedial construction and/or change order negotiations without the Design Professional. Disputes shall be resolved as set forth in the Standard Professional Services Contract.

Alternatively, the Design Professional may discharge its financial responsibility through negotiations with, and direct payment to, the Builder. This action must be participated in and approved by the University. Evidence, in the form of meeting minutes and other documents, of the University's participation and approval of these negotiations and a description of the corrective action and cost incurred by each party shall be reported in writing to the Director FP&C for record purposes.

### **Other Liability Insurance Requirements**

The Service Provider shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury, property damage, and professional liability. The Service Provider shall also furnish workers' compensation coverage for the employee jobs related injuries.

The Service Provider **SHALL NOT** commence any work in connection with this agreement/contract until all the appropriate insurance coverage has been obtained, and said coverage has been verified by the University, protecting the University and the public from any liability and property damage hazards which may result from the performance of this agreement/contract. The University shall be exempt from, and in no way liable for, payment of any sums of money associated with the Service Provider's insurance contract. The payment of such funds shall be the sole responsibility of the Service Provider.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida.

The typical University standard liability insurance guidelines are:

- Accord Form 25 or other acceptable Certificate of Insurance form must be completed and signed by insurance broker or agent.
- Coverage must be bound by a carrier rated A or better by A.M. Best Rating Service.
- Coverage must be bound by a carrier authorized to conduct business in the State of Florida.
- Contractual Liability: Certificate of Insurance must contain a contractual endorsement stating the policy is extended to cover liability assumed by the insured under the terms of their contract with Florida A&M University. Also the name and location of the project must be listed on the Certificate of Insurance.
- Additional Insured: FAMU, FAMU Board of Trustees, FL Board of Governors and State of Florida must be listed as additional insured.
- Description of Operations: The name of the specific project and the solicitation number must be listed in the 'Descriptions of Operations' section on the Certificate of Liability Insurance.
- Certificate Holder: Jim Jacoby - FAMU-EH&S - 2400 Wahnish Way - Tallahassee, FL 32307-6400
- Cancellation Clause: Forty-Five (45) days written notice in advance of any material alteration or cancellation to the certificate holder.

All the above stated information and evidence of the required insurance coverage must be provided to the Florida A&M University, Risk Management Office: 2400 Wahnish Way - Suite 120, Tallahassee, FL 32307-6400; Attention - University Risk Manager.

Such evidence is to be submitted for approval not less than ten (10) work days prior to commencement of the term of the Agreement/Contract. Failure

to comply may result in the Agreement/Contract cancellation. Any questions or concerns regarding this issue should be addressed to the University Risk Manager at (850) 599-3442 or by fax at (850) 599-8024.

## 4.2 Selection Process for Construction Managers and Design-Builders

It is the University’s intention to make construction management (CM) its construction delivery choice and make the CM an integral part of the design team by selecting the construction manager during the schematic design phase, [287.055, F.S.](#) The design-build (D-B) delivery process is used for selected projects pursuant to [BOG Regulation 14.0055, 1013.45](#) and [287.055, F.S.](#) The D-B delivery method may be based on either qualifications or proposals. The President executes CM and D-B contracts.

Although our preferred professional selection procedure for design-build is qualification based, the University may elect, on a special project, to use a design criterion professional and the design criteria package in a competitive proposal selection process as defined in [287.055\(9\)\(c\)](#) and [Chapter 4\(6\) of SREF.](#)

The University’s contracts for CM and D-B services consist of two phases:

Construction Management: (Qualification Based)	Design-Build (Qualification Based):	Design-Build (Proposal Based):
<ul style="list-style-type: none"> <li>• <i>First phase</i> of the contract is the contract, which may or may not include <u>pre-construction services</u>, wherein the construction manager functions as an agent of the University, is paid a fixed fee for services performed and is an integral part of the design team. Pre-construction may services include value engineering, scheduling, constructability analyses, etc. and the development of a Guaranteed Maximum Price (GMP).</li> </ul>	<ul style="list-style-type: none"> <li>• <i>First phase</i> of the contract is for <u>design and pre-construction services</u>, wherein the design-builder functions as an agent of the University, is paid a fixed fee for design and pre-construction services performed. Service includes design and pre-construction services (value engineering, scheduling, constructability analyses, etc. and the development of a Guaranteed Maximum Price (GMP).</li> </ul>	<ul style="list-style-type: none"> <li>• <i>First phase</i> follows the process outlined in the qualification base selection for D-B except it may use the design criteria document as a portion of the short list selection criteria. Upon short list selection and RFP (request for proposal) is issued to short-listed firms for use in the final selection process.</li> </ul>

<ul style="list-style-type: none"> <li>• <i>Second phase</i> is for construction, if the GMP is accepted. During the construction phase, the construction manager ceases to be an agent of the University, becomes the single point of responsibility for performance of the construction contract for the project and functions in the role of an independent Builder, publicly bidding trade contracts.</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Second phase</i> is for construction, if the GMP is accepted. During the construction phase, the design-builder continues as designer and also becomes the single point of responsibility for performance of the construction contract for the project and functions in the role of an independent Builder, publicly bidding trade contracts.</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Second phase</i> involves the receipt of responses to the RFP per the pre-determined submittal criteria. Firms present their D-B proposals (including cost) and respond to the Selection Committee. The Selection Committee makes final recommendation.</li> </ul>
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#### **4.2.1 Selection of Construction Management and Design Build Qualification Based Delivery Method**

The University preferred qualifications based selection process for construction managers (CM) and D-B is as follows:

- Selection Committee: A Selection Committee is recommended and confirmed by the University President for the selection of a construction managers or design builder. The Selection Committee establishes qualification based selection criteria.
- Advertisement: The University advertises the search for construction management or design build services in the FAW, <http://faw.dos.state.fl.us/>. A typical advertisement, "Notice to CM/D-B," contains information relating to the submission of qualification data, including:
  - "Construction Manager Qualifications Supplement", (CMQS)," **PSG Exhibit 4.4**
  - Design-Builder Qualifications Supplement (D-BQS)", **PSG Exhibit 4.5**
  - Professional Registration Certificates
  - Corporate Charter Registration
  - Joint Venture agreements, if applicable
  - Bonding Requirements
  - Other data the committee deems appropriate for selection of a CM versus a D-B, plus project specific requirements.

Simultaneous with a publication in the FAW, all advertisements and reference data are posted on the FAMU web site <http://www.famu.edu>.

- *Submittal Short-List:* Following the receipt of submittals, all submittal data is reviewed for completeness and placed on a CM/D-B Selection – Short List Worksheet. Using the Worksheet, each committee member ranks the firms and records the information on their Worksheet. Total rank points and short list rank are entered on the a CM/D-B Selection Evaluation Form, and signed by each member of the Selection Committee. The short list is no fewer than three firms and no more than five firms. For a project having three or fewer applicants, each firm is included on the short list. Rank established on the short list portion of the selection is only considered in the interviews in the event of a tie. If the project architect/engineer is involved in the short list process, their recommended ranking is noted for information only.
- *Reference Check:* Reference checks are determined by a person designated to conduct the checks. Reference checks are made from among the references provided for projects on which members of the proposed team were involved. Reference checks are documented on the Construction Manager Reference Check form.
- *Notification of Applicants:* Applicants not shortlisted are notified of the short list results by letter and posting the results on the FP&C website. The notification also identifies the requirement for protest.

Applicants shortlisted are notified and sent the following:

- Description of the interview requirements
  - Copy of the standards FAMU CM or D-B Agreement requirements
  - Date and location of the interview
  - The length of time allotted for the interview and for questions and answers.
  - Provide each Selection Committee member a written summary of their presentation at the conclusion of the interview.
- *Oral Presentations:* Interviews are held as soon as possible after the architect/engineer selection. Project architect/engineer is encouraged to attend the oral presentation, but their ranking is noted as information only. Following each firm's presentation, time is set aside for the Selection Committee to ask questions. Firms are rated during the interviews on the following minimum areas:
    - *Understanding of the Program and Project Requirements*
    - *Approach and Method*
    - *Ability to provide Service*

The Selection Committee discusses the presentations and individually evaluates the firms. Evaluations are based on the CM's interview criteria, using the CM/D-B Selection Interview Worksheet. Based on individual scores, committee members rank the interviewed applicants. Individual ranks are added to obtain the committee score for each of the firms interviewed.

- *Ranking:* Firms with the lowest total score is the firm listed first, etc. In the case of a tie; the short list rank breaks the tie. The committee's total rank points and final recommended rank are entered on the CM/D-B

Selection Evaluation form.

- Approval of Committee Recommendation: Selection Committee chairman submits the committee's recommendation to the President for approval. The committee does not divulge its recommendation to anyone prior to approval of the committee's recommendation by the University President or designee.
- Notifications: All teams that were interviewed are notified in writing as to the final selection. The notification contains the information and requirements for filing a protest.

#### **4.2.2 Selection of Design-Build Contractors Through Proposals**

- Selection Committee: A Selection Committee is recommended and confirmed by the University President for the selection of a D-B. Selection Committee establishes selection criteria based upon qualifications as per CM selection, or design-build proposals using qualifications, criteria package, and other criteria.
- Advertisement: The University advertises the search for design build services in the FAW, <http://faw.dos.state.fl.us/>. A typical advertisement, "Notice to D-B," contains information relating to the submission of qualification data, including:
  - *Design-Builder Qualifications Supplement (D-BQS)*", **PSG Exhibit 4.5**
  - Professional Registration Certificates
  - Corporate Charter Registration
  - Joint Venture agreements, if applicable
  - Bonding Requirements
  - Other data the committee deems appropriate for selection of a D-B, plus project specific requirements.
  - Firms may be instructed to submit their D-B proposals in a way as to maintain their anonymity.

Simultaneous with a publication in the FAW, all advertisements and reference data are posted on the FP&C web site <http://www.famu.edu>.

- Submittal Short-List: The University may make their short list selection by "Qualifications" or by with the use of the "Design Criteria Documents" as follows:
  - Qualification Based Selection: Following the receipt of submittals, all submittal data is reviewed for completeness and placed on a D-B Selection – Short List Worksheet. Using the Worksheet the previously determined selection criteria, each committee member ranks the firms and records the information on their Worksheet. Total rank points and short list rank are entered on the D-B Selection Evaluation Form, and signed by each member of the Selection Committee. The short list is no fewer than three firms and

no more than six firms. For a project having three or fewer applicants, each firm is included on the short list. Rank established on the short list portion of the selection is only considered in the interviews in the event of a tie. If the project Design Professional is involved in the short list process, their recommended ranking is noted for information only.

- Design Criteria Documents: Following the receipt of submittals, all submittal data is reviewed for completeness and placed on a D-B Selection – Short List Worksheet. Using the Worksheet the previously determined selection criteria, each committee member ranks each firm, assuming the point scale developed from the proposal requirements, and records the information on their Worksheet. Total rank points and short list rank are entered on the D-B Selection the Evaluation Form, and signed by each member of the Selection Committee. The short list is no fewer than three firms and no more than six firms. For a project having three or fewer applicants, each firm is included on the short list. Rank established on the short list portion of the selection is only considered in the interviews in the event of a tie. If the project Design Professional is involved in the short list process, their recommended ranking is noted for information only.
- Reference Check: Reference checks are determined by a person designated to conduct the checks. Reference checks are made from among the references provided for projects on which members of the proposed team were involved. Reference checks are documented on the Construction Manager Reference Check form.
- Notification of Applicants: Applicants not shortlisted are notified of the short list results by letter and posting the results on the FP&C website. The notification also identifies the requirement for protest.

Applicants shortlisted are notified and sent the following:

- Description of the interview requirements
  - Copy of the standards FAMU D-B Agreement requirements
  - Date and location of the interview
  - The length of time allotted for the interview and for questions and answers.
  - Provide each Selection Committee member a written summary of their presentation at the conclusion of the interview.
- Oral Proposal Presentations: Interviews are held as soon as possible. Following each firm's presentation, time is set aside for the Selection Committee to ask questions. Firms are rated during the interviews per the predetermined criteria for proposal based selection.

The Selection Committee individually evaluates the firms. Evaluations are based on the D-B interview criteria, using the D-B Selection Interview Worksheet. Based on individual scores, committee members rank the interviewed applicants. Individual ranks are added to obtain the committee score for each of the firms interviewed.

The Design Criteria Consultant shall provide the Selection Committee with an evaluation of code, structure, engineering systems, life-cycle cost implications, and compliance with design.

- **Ranking:** Firms with the lowest total score is the firm listed first, etc. In the case of a tie; the short list rank breaks the tie. The committee's total rank points and final recommended rank are entered on the D-B Selection Evaluation form.
- **Approval of Committee Recommendation:** Selection Committee chairman submits the committee's recommendation to the President for approval. The committee does not divulge its recommendation to anyone prior to approval of the committee's recommendation by the University President or designee.
- **Notifications:** All teams that were interviewed are notified in writing as to the final selection. The notification contains the information and requirements for filing a protest.

#### **4.2.2 Negotiations and Execution of Agreements for CM/D-B**

For negotiations and execution of agreements or CM/D-B, please refer to Section 6, starting with sub-paragraph 6.6.





## **SECTION 5 SERVICES OF DESIGN PROFESSIONALS AND CONSULTANTS**

### **5.1 Roles and Responsibilities**

Florida A&M University utilizes private-consulting firms almost exclusively to design, bid, and administer its construction projects. The University, therefore, expects the Design Professional to be proactive in their leadership and management of their project. Professional skill and expertise, timeliness, regular and effective communication, and coordination of internal and external team members are expected norms. As described in Section 4, the selection of professional services is an open, public process, so the Design Professional must be diligent in seeking to understand the needs of the University; able to decipher and incorporate input from multiple, varied sources; and knowledgeable in the cost and constructability of products and systems they seek to include. Above all, as the University's consultant throughout design and construction, the Design Professional shall act and advise in the best interests of the University.

The Design Professional shall work with the FAMU PM and User Group to delineate the schedule for services established during negotiations that fully accounts for reviews and presentations, production of cost estimates, holidays, and other conflicts or constraints. Once established, the Design Professional shall meet or exceed design schedule milestones, or shall provide justification for deviations or extension's thereto. Likewise, during construction, the Design Professional shall provide efficient management and administration to assist the Builder in meeting its contractual responsibilities and delivering the project on time.

The Design Professional shall thoroughly evaluate design alternatives utilizing their expertise, consultants, and/or (in the case of CM or D/B delivery) working with the Builder. Any value engineering or benefit analysis of design alternatives required to meet target budget must be completed in adequate detail to fully appraise the net impact of these choices on the project program, schedule, and cost. Reductions or deletions in project scope or quality made for economic reasons must be balanced with substitutions that provide adequate quality and service while meeting program and design intent. The Design Professional shall be fully cognizant of the cascading effect of "value engineering" and design alternatives on constructability and design coordination. Every effort must be made to provide comprehensive analysis of the net impact of value engineering and design alternative choices.

The Design Professional shall be competent in design practices, technical specifications and methods, and code requirements leading to a design solution that is within budget, aesthetically pleasing, functional, durable, efficient to operate and maintain energy efficient, and compliant with codes and standards. Documentation shall be thorough and coordinated, and design concepts shall be

developed and presented using the latest available technology. The Design Professional shall incorporate all review commentary and code and permitting requirements of the various code/permitting agencies applicable to the project, and ensure that all permits are applied for and received in a timely fashion. During construction, the Design Professional shall make inspections and observations with frequency and timeliness sufficient to ensure that the builder is complying with the requirements of the Construction Documents, and shall coordinate the processes for establishing Substantial Completion and Final Completion.

The Design Professional is expected to keep the University informed on the status of project issues, the project schedule, cost or budget issues, and matters relating to quality and sustainability (including LEED certification, if required). Having been selected on the basis of its qualifications and past performance, the Design Professional is also expected to be aware of, and to comply with, all applicable laws, codes, rules, and standards, and shall comply with Authorities Having Jurisdiction over the project. Moreover, the Design Professional shall coordinate its efforts with other agents of the University and shall generally act in the best interest of the University.

Design Professionals under a Design-Build contract carry a fiduciary relationship with the University, for their professional duty of loyalty and good faith. The University will expect the same level of professionalism and scope of duty from the Design Build Design Professional as they would any other Design Professional.

## **5.2 Communications, Meetings, and Minutes**

Prior to or immediately following the issuance of the Notice to Proceed, the FAMU PM will provide a list of those persons who shall be routinely copied on all written communications to the Design Professional. All written communications must include the University project name and number.

The Design Professional, in consultation with the FAMU PM, shall schedule all necessary conferences and meetings with persons involved in the project to obtain project information and to maintain project progress.

Communication that establishes or resolves a question of scope, budget, or schedule shall include the FAMU PM and shall be documented in writing. The Design Professional shall record the minutes of all scheduled meetings, presentations, developments, and conferences, and furnish copies of these minutes within 7 calendar days to all attendees, and to the persons identified on the *Distribution of Correspondence List*. The Design Professional shall list the names of those persons receiving the distribution of the minutes as an attachment to the minutes. The minutes shall be concluded with the following statement:

*"It is the responsibility of all meeting attendees to bring all omissions, corrections, and/or errors in these minutes to the attention of the undersigned and the university within 7 calendar days."*

The Design Professional shall keep a log and notes on all incoming and outgoing calls related to the project. This information may be invaluable later in resolving disputes that may arise.

### **5.2.1 Public Information Release**

Any proposed press releases must receive approval by the FP&C Director prior to release. The nature of the services of the Design Professional requires that discretion be used in the release of any information – including design images – throughout the project.

## **5.3 Status Reports**

The Agreement between University and Design Professional requires the Design Professional to prepare status reports throughout design and construction. At a minimum, such reports shall be submitted with each pay application from the Design Professional.

- The "*Planning and Design Status Report*" (template), **PSG Exhibit 5.1**, shall be used to inform the reader about the progress, problems, changes, and possible impacts on time and budget.
- The "*Construction Status Report*" (template), **PSG Exhibit 5.2**, shall be used to document and report the Design Professional's weekly site visits, observation, and concerns about the quality, progress and costs of the Project.

These reports shall 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. The Design Professional shall submit all such reports to the FAMU PM in an electronic (searchable PDF) form, with copies of construction phase reports to the CM/D-B/GC.

### **5.3.1 Project Schedule**

The schedule of services is part of the contract negotiation and is included in the Agreement. The Notice to Proceed is effective upon receipt of the Notice to Proceed or on such other date as may be specifically referenced in the Notice to Proceed. Within 14 calendar days after the effective date of the Notice to Proceed, the Design Professional shall deliver to the FAMU PM a project schedule

identifying the specific dates for all phases applicable to the project. The project schedule will firmly establish:

- The date sequence for planning, design, bid, construction, and occupancy of the facility to be constructed
- The project's critical path
- Indicate all milestones necessary for the completion of each phase
- Identify intervals for the University's review and approval
- Identify the licenses, permits and approvals anticipated to be required by governmental and regulatory agencies, and the date/time sequence involved in each application, including all University-filed applications and pre-clearances for Builder-filed applications.

The project schedules shall be provided using "*Project Schedule*" (template), **PSG Exhibit 5.3**.

As the design phase progresses, the Design Professional shall maintain the project schedule throughout the life of the project by working in concert with the FAMU PM and Builder (if applicable) to refine and update the baseline schedule incorporated into the Agreement. Such coordination shall consider:

- The User Group's availability
- Timeframes for, and formats of, design review meetings
- Monthly meeting dates of the (4) faculty-based facilities review committees
- The Builder's allotted period for producing cost estimates or GMP proposals (if applicable)
- The plan for any "fast track" packaging of certain trades for early bidding and execution on CM and D/B projects
- Holidays and other constraints

### **5.3.2 Cost Estimates and Area Measurements**

The Design Professional shall provide a construction cost estimate at the end of each phase of design as part of basic services in accordance with the Agreement. Detailed construction cost estimates developed in conjunction with the Builder shall be presented in CSI format and given in recognizable units for estimating purposes (such as square feet, cubic yards, tons, etc.). Should the estimate exceed the available budget, the Design Professional shall revise the design as required to match the project construction budget.

The Design Professional shall ensure that an accurate cost estimate is provided with each design submission and represents the following:

- This cost estimate shall include a comparison to the approved budget. The approved budget is the amount included in the Design Professional's agreement. Unless otherwise indicated, space measurements shall be

made in accordance with the State Requirements for Educational Facilities (SREF), maintained by the Department of Education.

- Space measurements for the purpose of operating budget requests are slightly different from the definition in SREF. In addition to square footage information provided based on SREF definitions, the Design Professional shall also provide the University with total square footages based on the following criteria:
  - *Building Gross Square Feet* - Determine the total building gross square feet by adding the sum of the floor areas of the building included within the outside faces of exterior walls for all stories, or areas that have floor surfaces. Gross area should be computed by measuring from the outside face of exterior walls, disregarding cornices, pilasters, buttresses, etc., which extend beyond the wall face. Gross area should include basements (except unexcavated portions), attics, garages, enclosed porches, penthouses, mechanical equipment floors, lobbies, mezzanines, all balconies (inside or outside) utilized for operational functions, and corridors, provided, they are within the outside face lines of the building. Roofed loading or shipping platforms should be included, whether within or outside the exterior face lines of the building. Stairways, elevator shafts, mechanical service shafts, and ducts are to be counted as the gross area on each floor through which the shaft passes. Exclude open courts and light wells, portions of upper floors eliminated by rooms or lobbies that rise above single floor ceiling height, and non-enclosed covered walkways.
  - *Net Assignable Square Feet* - Determine the sum of room areas excluding non-assignable areas. *Room area* is defined as the net area of the room in square feet, measured between the inside surfaces of the walls and partitions. *Non-assignable areas* include interior circulation space (including stairs), custodial areas, mechanical areas, structural areas, public rest rooms, exterior circulation space (including stairs), elevators, and telephone/data communication equipment areas.
  - *Covered Walkway Gross Square Feet* - Measure floor area, excluding any areas, which were included in the calculation for Building Gross Square Feet above.

The Design Professional shall use the "*Design Professional's Estimate Summary and Budget Comparison (template)*", **PSG Exhibit 5.4**, to track estimated costs and share monthly with the University.

## **5.4 Existing Conditions and Project Information**

The Design Professional shall review the following project information for possible changes needed prior to the start of design.

- *Existing Conditions*: The Design Professional shall review the as-builts, any pertinent studies, and other data with their sub-consultants to assess the relationship between the existing and proposed project conditions. Following this review, the Design Professional and their sub-consultants will perform a site investigation to verify existing conditions.
- *Existing Program Information*: The FAMU PM will make available to the Design Professional all available program data for functional requirements. As a scope of basic services, the Design Professional shall verify the program is complete for its intended purpose and can be built for the identified construction budget.
- *Existing Project Information*: The Design Professional will be given or have access to all available existing project data; for example: program, as-builts, studies, surveys, hazardous material and maintenance surveys, checklist(s), space standards, construction standards or other owner requirements. If a pre-design study was undertaken by the University for the project, that data will be made available to the Design Professional.

After investigation of existing conditions, the Design Professional shall recommend to the FAMU PM any necessary supplemental surveys or studies. The recommendation shall be in writing and include justification(s), purpose(s), and if applicable, a proposed fee for the work.

#### **5.4.1 Site Visits and Information During Design Phases**

During the design phases, the Design Professional shall visit and inspect the site and location of the work, including the vicinity of the site, as often as required to be fully acquainted with all pertinent local conditions affecting the development of the project. This is particularly important where a project site may not be totally contiguous to University property, thus requiring the design and construction to meet City of Tallahassee and/or Leon County building requirements.

The FAMU PM will provide information relative to the site. The Design Professional may request the FAMU PM to provide additional information, if deemed necessary, and the FAMU PM shall furnish the additional information or, upon approval of an Additional Service Authorization, shall direct the Design Professional to obtain it at the University's expense. The Design Professional shall evaluate and verify all information provided by the FAMU PM.

When a project includes extensive renovations, restoration or remodeling of an existing building, the FAMU PM shall provide the Design Professional with record drawings of the facility. The Design Professional shall verify the accuracy of the record drawings, as necessary, to develop accurate construction documents. If, however, extensive verification is required due to inaccuracy or lack of record drawings, or if the Design Professional is required to develop measured drawings, an Additional Service Authorization will be issued. If authorized, the Design Professional shall investigate existing conditions, both in the open and those that

are hidden, in addition to preparing the required measured drawings. The Design Professional shall take all necessary action to expose the existing construction in order to determine its exact condition, including removing all coverings, plant growth, etc. When the exposure of existing surface or subsurface construction is considered necessary, the Design Professional shall arrange with the FAMU PM for the work to be done.

- The FAMU PM will provide the Design Professional with existing information regarding known hazardous material surveys where the condition will exist as a part of their service
- Any planned Plant Operation and Maintenance (POM) activities that might affect equipment or coordination during Design Professional's scope of service.

When the investigation of a site is provided under the Agreement, the Design Professional shall obtain all plan reviews and approvals for the licenses and permits that are a necessary precedent to construction or bidding for that work. The Design Professional shall comply with all applicable laws, codes, and regulations in connection with the work and provide for proper safety precautions to protect the public and public property. The cost of any permits required and the investigation are reimbursable expenses and must be authorized by the University as an Additional Service prior to their occurrence.

#### **5.4.2 Phased Projects**

Where a project size or complexity requires funding in stages and takes multiple years to complete, the University and Design Professional shall take the following steps to ensure project completion in a timely and prudent manner:

- Be aware that future funding is subject to termination.
- Work to the budget established in the funding for each phase or portion of the project.
- Establish a building program or scope of work for the established budget for each phase only.
- Base all work in the schematic design and design development and construction bid documents, for the funded portion of the project only. Do not obligate the University for design services beyond the project funding limits. Any authorization for Design Professional services beyond available funding must be approved in writing by University administration.
- Do not bid or obligate funding for partial construction, such as slab work only, for a project, which will be unused, and of no value until future funding is established for completion.
- Coordinate project requirements as to master planning, funding, and program review in the Schematic Design Review Plan Review submittal to the University.



When it is determined that a project will be constructed in multiple phases, the University shall submit a statement to the SUS Board of Governors describing the estimated scope of the capital improvement project, a description of the estimated timeline for implementing each phase of the project, and a breakdown of the estimated cost of the total project showing each phase's cost. The statement shall bear the signature of the University President or other authorized University Official. This statement shall accompany the first COIP request and shall be updated if the estimated scope, timeline or costs change prior to the approval to proceed with the first phase of the work.

#### **5.4.3 Federal or Local Government Participation**

Whenever a project involves funding participation by federal or local governmental agencies, the Design Professional shall ascertain the requirements of such participation and comply fully with these requirements in the Contract Documents. The Design Professional may be assisted in this task by the FAMU PM. Where grants constitute any part of the project funding, the Design Professional shall ascertain which conditions of the grant funds must be addressed in the Contract Documents.

#### **5.4.4 Wage Rates**

State wage rates are not required. Wage rates are only applicable to federally funded projects. The Design Professional shall obtain rates for federally funded projects from the regional office of the granting Agency. The Design Professional is responsible for incorporating granting agency requirement into the design and construction documents.

#### **5.4.5 University's Minority Business Enterprise (MBE) Utilization Program**

The Design Professional is advised that Florida A&M University encourages the involvement of small, minority, women, and service-disabled veteran's businesses in subcontracting. Throughout design, the availability of such subcontractors shall be a factor in the Design Professional's decisions regarding the selection of types of construction, systems and materials.

#### **5.4.6 Regulatory Agencies Review**

In addition to reviews completed by the University, the Design Professionals shall meet with the FAMU PM and FAMU BCA to identify which regulatory agencies must review and approve the project design. The Design Professional shall work closely with the regulatory agencies as well as the FAMU BCA and/or State Fire

Marshal throughout the planning stages of all projects.

If the project *is not* on the approved FAMU Master Plan, then the project must go through the City of Tallahassee development approval process as any other Tallahassee resident.

If the project is outside the City of Tallahassee, the project must go through the development approval process for that jurisdiction.

It is recommended the City of Tallahassee growth management authorities be given the opportunity to review project design plans to for information and coordination with on emergency response procedures.

The Design Professional shall be responsible for coordinating a project directly with these regulatory agencies, independently from the Section, allowing adequate time for plan reviews and approval before submitting final plans to the Section for review. The Design Professional shall submit copies of all regulatory agency review comments, waivers, variances and instructions regarding the project, including local fire official reviews, to the FAMU PM and FAMU BCA.

#### **5.4.7 Asbestos Surveys and Management Plans**

All University owned buildings have been surveyed for asbestos containing materials (ACM).

Inspection and design of abatement materials or projects shall be performed only by persons properly licensed by the State of Florida when the activity or quantity of materials equal or exceed the limits regulated by the State. Certain activities involving quantities below the State's threshold may be regulated under OSHA regulations for worker protection. These activities must be performed by personnel properly trained and certified for this activity. The University will have such activities performed by a licensed abatement contractor prior to the general construction activities of your assigned project.

When the University contemplates or identifies an asbestos abatement project within a planned remodeling/renovation project, the project shall be considered a capital improvement project and shall fall under the jurisdiction of FAMU EH&S.

#### **Asbestos Consultants**

It is the standard practice of the University to contract with private sector licensed asbestos consultants through EH&S to survey, investigate, prepares abatement documents, and monitor abatement activities. Asbestos consultants shall be considered as design consultants and as such may be hired in accordance with 287.055, F.S. governing procurement of consulting contracts. Asbestos consultants shall be licensed and bonded pursuant to State law.

At the end of the project, during Substantial Completion, the Design Professional shall be required to complete the "*Asbestos Exclusion Certification*," **PSG Exhibit 5.5**.

## **5.5 Initial Project Planning**

The FAMU PM shall schedule an initial design meeting with the Design Professional, User Group, and other FAMU entities involved in construction, renovation, maintenance, safety, security, and parking. In addition to the requirements of this PSG and key provisions and terms of the Agreement; the following issues will be reviewed during the initial design meeting:

- Project schedule and key dates & milestones
- Communications and document management
- Reporting requirements, including space tracking during design
- Cost control, reporting, estimating; value engineering; and reconciliation
- Timing and content of design deliverables and reviews
- BIM execution, approach, and roles & responsibilities
- FAMU Design & Construction Standards
- Required or Sole Source Equipment and/or Materials
- FAMU Policies, Forms, and Standards
- FP&C non-tech specs and General Terms & Conditions
- Other FAMU planning documents
- Art in State Buildings program
- FAMU Committees, schedule and presentation requirements
- Work by, or coordinated with, others
- FAMU Permitting and code compliance requirements
- State Fire Marshal review and approvals
- Inspection requirements
- Commissioning scope, responsibilities, and coordination
- EH&S, ADA, hazardous materials and other requirements
- POM issues, roles, and contacts
- UPD issues, concerns, and requirements
- Sustainability, energy efficiency, and LEED certification
- Construction issues to be addressed during design
- Coordination with and impact on adjacent buildings, projects, and/or ongoing activities
- Project closeout procedures and documents
- Invoicing procedures

## **5.6 University Design Philosophy**

As our Design Professional, your goal is to create a capital investment that meets the User Group's functional requirement and provides the most economical life-cycle cost. The University's design philosophy envisions a long and useful life for its infrastructure. We see our buildings being used for periods exceeding 50 years and; consequently, they shall be designed for durability, economy of operation and ease of maintenance.

Building system components shall be selected based on life cycle costs. If an increased first or initial cost can be documented to show a reduced life-cycle cost for the University, particularly for operating and personnel costs, then the design shall incorporate the more expensive first cost feature or system.

The University will ensure our Design Professionals exercise discipline in their designs to avoid inefficient use of space in terms of floor area and building volume. Exterior design features and materials shall be consistent with the architectural character of the surrounding buildings and campus. Excessive or grandiose features which are not related to the program, scope of work, function, or the intended use of a facility shall be avoided. Projects must be designed by the Design Professional to meet the functional and space requirements within the approved building program and construction budget.

## **5.7 FAMU Design Standards**

The University has established design standards:

- To provide direction to architects, engineers, and FAMU PMs that confirm to the University's aesthetic and functional demands.
- To the extent possible, to make Design Professionals and FAMU PMs aware of requirements that exist beyond the program, but remains relevant to University standards.

Design Professionals are required to utilize and conform to the FAMU Design Standards for all facility design work. Design Professionals are further required to comply with all applicable zoning laws, environmental regulations, NFPA requirements, ASHRE Guidebooks and OSHA regulations, as well as all relevant Federal, State, and local codes, whether specifically identified in the FAMU Design Standards Manual or not. In the event that applicable codes and regulations are at variance with the FAMU Design Standards Manual or supporting documents, Design Professional shall make the FAMU PM aware of the discrepancy in writing and comply with the more stringent requirements.

The FAMU Design Standards Manual has been developed as a single document, and it is available on the FP&C website, or upon request to the FAMU PM.

## **5.8 Design and Construction Document Delivery Requirements**

FP&C recognizes the basic design phases of schematics, design development and Construction Documents. The projects we manage annually are very diverse; some are small and may not require all the standard submittal phases. Some projects may be large enough to require additional submittal phases. During your negotiations, the design phase submittals were discussed and agreed upon. Your contract with the University will reflect the agreed-upon phases and their scheduled submittal times. The minutes of negotiation will reflect the number and distribution of copies at each phase.

With the FAMU Design Standards Manual, we expect our Design Professionals to achieve our building goals within available funding. Furthermore, the Design Professional shall focus special attention to integral building envelopes and our HVAC systems requirements that provide quality indoor air environments. The building design should work in every way to enhance our facility goals of being secure, energy efficient, easy to maintain and constructed of long life cycle building components. We anticipate the typical Design Professional will require a shift of emphasis from building esthetics, to building envelope and systems function, to deliver an affordable and approvable design.

### **5.8.1 Document Review**

The Design Professional and sub-consultants shall conduct a thorough review of the design and construction documents, at each phase, to ensure that all previous comments have been incorporated, that the documents are 100% complete, that the documents have been fully coordinated between disciplines, and that they are ready for review and approval.

### **5.8.2 Constructability Review**

The Design Professional and sub-consultants shall be required to participate and provide support for a project Constructability Review. Design professional shall review/participate in Constructability Reviews and prepare a written response for University's consideration on related reports. Final Constructability Review comments may be incorporated into the Construction Documents as part of the University's review process.

### **5.8.3 Permit/Plan Reviews and Fees**

The Design Professional shall determine the applicable permitting and plan review agencies and permitting requirements for the project, including a schedule for those reviews.

Design professional shall submit the necessary documents to the FAMU BCA and other required design approval agencies. Design professional shall respond to comments and modify the construction documents as required. Section 7 Code Compliance, Permitting, and Inspections, contains more detailed requirements for design and construction.

## 5.9 Design Submittal Reviews and Presentations

At each design phase, as stipulated in the Agreement and "*Design Submittal Requirements*," **Exhibit 5.6**, of this PSG, the Design Professional shall present and submit an appropriately detailed design document to the University and other reviewing agencies for approval. Depending upon the scope, complexity and schedule for each project, the following benchmark reviews should be generally included for planning and scheduling purposes. Document submittals are identified for FAMU only, but consultants shall recognize that each phase review is typically concurrent with CM/D-B constructability and cost updates, requiring document submittals to the CM/D-B simultaneously.

- Conceptual/Schematic Design
  - Two sets of documents – (1) University, (2) Consultant markup
  - Sit down, In-House review – one day.
  - Design professional, CM, FAMU Facilities and academic/staff user group review.
- Design Development/Outline Specifications
  - Two sets of documents – (1) University, (2) Consultant markup
  - Sit down, In House review – one day.
  - Design professional, CM, FAMU Facilities and academic/staff user group review.
  - Written comments from Facilities Planning Project Manager
- 50% Construction Documents/Specifications
  - Two sets of documents – (1) University, (2) Consultant markup
  - FAMU Facilities, IT staff review
  - One week, written comments from Facilities Project Manager
  - Concurrent review by CM/D-B for pre-construction cost updates, constructability and value engineering
- Construction Documents/Specifications
  - Two sets of documents – (1) University, (2) Consultant markup
  - FAMU Facilities staff review
  - One week, written comments from Facilities Project Manager
  - Concurrent review by CM/D-B for pre-construction cost updates, constructability and value engineering
- 100% Construction Documents/Specifications

- Two sets of documents – (1) University, (2) Consultant markup
- FAMU Facilities, IT, MTIS staff review
- One week, written comments from Facilities Project Manager
- Concurrent review by CM/D-B for pre-construction cost updates, constructability and value engineering
- Construction Permit Plan Review
  - Six (6) sets of documents – see process outlined below.
  - Two weeks, written comments from reviewers

Presentations shall include the use of drawings, sketches, renderings, static models, and/or three-dimensional models as needed to explain or gain approval of design concepts. As part of the User Group presentations, a project-specific "*Campus Master Plan Checklist*," **PSG Exhibit 5.7**, shall be prepared and distributed to explain how the project will comply with provisions of the approved Master Plan. Pending approval by the Director FP&C, the User Group review comments shall then be incorporated into the design documents.

Review Meetings for each design submittal will be arranged by the FAMU PM and attended by all FAMU reviewing entities. The review meeting for each design phase shall be conducted in the following format, and the Design Professional is expected to take review and comments notes during all portions of the meeting:

- Summary Phase Presentation: Each review phase shall start with a presentation to all FAMU reviewing entities (typical reviewers include FP&C, POM, EH&S, PPD, EIT, and the User Group). The purpose of this meeting is to present an overall scope, cost, and project vision for the current scope of the projects, and explain the design intent and highlight critical items of design, decisions, and budget. This meeting with questions and answers shall be scheduled for no more than one hour.
- Design Review Workshops: After the Summary Phase Presentation session, the Design Professional and their participating sub-consultants shall break up into specific work groups to review specific interests (HVAC, plumbing, electrical, security, finishes, etc.). These project reviews will likely be performed in a "standup" work session going through specific drawings, etc.
- FAMU Review Period: At the completion of the Design Professional review meetings, the university community will have five (5) work days to make further design document review comments from documents left by the Design Professionals.

The FAMU PM will compile and consolidate all FAMU review comments, with an emphasis on functionality, program adherence, cost control, esthetics, design quality, sustainability and energy conservation/efficiency, and adherence to FAMU design standards and applicable codes. The FAMU PM will coordinate the comments of others, help resolve any conflicting comments, and return coordinated comments to the Design Professional within seven (7) days of the phase presentation.

Within 10 work days of the joint review meeting(s), the Design Professional shall provide written responses to all review comments, incorporating changes to the design as needed, and shall record and distribute minutes of significant discussions held during the review meeting(s). Other changes or potential changes to the design stemming from review comments, value engineering efforts, or cost estimates shall be included in the responses to comments.

Following the review of each design submittal, the FAMU PM, in consultation with the Director FP&C, will:

- Approve the design phase, with stipulations, if the submittal met all phase requirements. This determination shall take no longer than two (2) days from the time of the presentation. Design phase review comments will be forwarded to the Design Professional within seven (7) days of the presentation.

*Or*

- Within two (2) days of the presentation, notify the Design Professional that the design phase did not meet the design phase submittal requirements and that review comments will be fourth coming within seven (7) days from the date of the presentation.

## **5.10 Projects Exceeding Construction Funding After GMP/Bidding**

When it becomes apparent, after GMP/bids have been opened and reviewed, that the project cannot be awarded because of budget overruns, and that GMP/bids exceed the maximum allowed per the Agreement, the Design Professional shall initiate the following steps:

- Meet with the FAMU PM to review GMP/bids, budgets, program, and Owner's needs, within seven (7) working days.
- Review project costs with CM/Builder for areas of possible savings or cost reduction. Analyze areas of excessive cost.
- Review project with the FAMU PM and other to resolve project status as quickly as possible.
- Modify bid documents as approved and directed by all parties and resubmit the bid documents to the FAMU PM for review, comments, and approval for re-bidding.
- Revise CM Scope/Re-bid project. Coordinate a bid date with the FAMU PM.
- The Design Professional may be required to re-design the project for re-bid without additional compensation. Additional redesigns beyond one (1) re-bid may be eligible for additional compensation subject to the approval of the FAMU PM.

Other than reimbursable for printing costs, no additional compensation for re-bidding will be allowed unless approved in writing by the FAMU PM.



## 5.11 Omissions and Errors in Construction Documents

Omissions, or errors, or both in construction documents often arise from unrealistic project schedules, lack of communication, failure to coordinate, review, or edit construction documents accordingly, as well as many other shortcomings in the design and construction process.

The FAMU PM shall work closely with the chosen Design Professional to set realistic project schedules, which allow time for review and coordination by all parties, particularly during the scheduled University and regulatory plan reviews.

Failure to include necessary construction detailing, lack of coordination in the architectural, civil, structural, mechanical, electrical, and other, portions of the drawings and specifications, may result in costly change orders.

If these change orders are reasonably attributed in whole or part to errors or omissions on the part of the Design Professional or his consultants, the Design Professional shall without additional compensation (to the degree the change orders are responsibly required because of the errors and omissions of the Design Professional), correct or revise all errors or omissions in its designs, drawings, specifications and other services, and prepare construction change orders to affect corrective work. Good judgment and fair practice shall be exercised by all parties in making these types of decisions. The FAMU PM and University administration will review all decisions respectively.

- An omission of an item (such as a flagpole inadvertently left out of a set of project bid documents) which would have otherwise been included in the base bid for the project shall not be used to penalize the Design Professional. However, if remedial work to the landscaping or concrete paving is needed to allow for installation of the flagpole at a later, less opportune time in the course of construction, then the Design Professional shall be held responsible for these remedial costs (assuming the University has reasonably documented this requirement during preparation of bid documents for the project).
- In general, when additional costs are incurred in a construction project, which are directly attributed to negligent errors or omissions or both on the part of the Design Professional, said Design Professional shall be required to bear some or all the costs for remedial work needed to correct these negligent errors or omissions. The Design Professional shall work closely with the University and the Builder to ensure that all errors or omissions or both are corrected in a timely manner, before any remedial costs are incurred, to contain and reduce change order costs. Errors and omissions shall be resolved between the University and the Design Professional whenever possible, and as quickly as possible.
- The Director FP&C or designee shall have the authority to settle or resolve disputes concerning errors or omissions in a set of bid documents prepared for any University project utilizing professional judgment and accepted standards of care required of Design Professionals.

- Any dispute involving negligent omissions, errors, or both not resolved by the University and the Design Professional shall be submitted to the FAMU Office of General Counsel. Either party may then request a conference review with the General Counsel and the other party to attempt to resolve the issue. Request to the General Counsel shall include but not be limited to a description of the omission or error, all documentation related to the item or items in question, copies of all meeting notes, and correspondence, or instructions referring to the issues in question. The requesting party shall copy all other parties on the request and documentation. All other parties shall submit a letter stating their position on the issue, and any additional documentation related to the issue within 10 working days to the General Counsel and copy all other parties. General Counsel will review the information provided and issue a letter of opinion within 15 working days (30 working days after receipt of the initial request) or request additional information from the parties.
- Change Orders required as a result of an error, omission, or both may not be eligible for Design Professional fee compensation. For omissions, the Design Professional may be assessed a percentage of the cost of the change order, subject to the Director FP&C approval as determined previously, to cover the additional cost of the work due to failure to include the work in the original bid package. For an error, the Design Professional may be assessed the full cost of the change order, not as punishment, but in fulfillment of the principal of betterment, that the owner shall not be required to pay twice for the same element of construction.

## **5.12 Administration of Design Professional's Agreement**

### **5.12.1 Request for Additional Services**

In addition to basic services, Design Professionals may request or may be asked to provide additional compensable services. **Such services must be agreed upon in advance and authorized in writing** starting with a "**Request for Additional Services,**" *PSG Exhibit 5.8*. Services will be agreed upon for either a lump sum (LS) amount or for hourly rates with a Not-To-Exceed (NTE) total if the exact scope of services cannot be determined. During contract negotiations, the Design Professional shall anticipate the need for additional information or services in support of the project and initiate any proposals for additional services that are not a part of the basic services. The University's goal is to add additional services to basic services at contract negotiations and NOT add services as they are needed during the design or construction phase. Typically additional design services include:

- Programming: The Facilities Program is a document, prepared by or for the University, setting forth the conditions and objectives for a building

project, including its general purpose and justification, quantity, type, adjacencies, and finishes of spaces, compliance with the FAMU Master Plan, site characteristics, an analysis and estimate of site utilities, schedule, budget, and other project-specific goals or requirements. The Program is normally provided by FAMU to the Design Professional, but for certain projects, the Design Professional 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.

- **Site Surveys:** The Design Professional shall consult with the FAMU PM to determine if a survey of the site is available. If one is not available, the limits of the survey shall be determined by the Design Professional and include the known limits of construction and actual or estimated "offsite" corridors for utility's connections.
  - When so requested by the FAMU PM to obtain a survey, the Design Professional shall select a qualified/licensed surveyor and provide a proposal to the FAMU PM. An outline of the scope of services for a typical University survey may be found in the ***Design Submittal Requirements, PSG Exhibit 5.7***, under Conceptual Schematic Design Phase.
  - Two (2) signed and sealed copies of the survey shall be provided to the FAMU PM, along with electronic copies in both PDF and DWG form.
- **Subsurface (Geotechnical) Investigations:** The Design Professional shall advise the FAMU PM, during the contract negotiation period, when an investigation and testing of geotechnical conditions are necessary and shall define the scope of work required.
  - Upon approval by the FAMU PM to obtain subsurface investigation and testing services, the Design Professional shall select a qualified firm and forward a proposal to the FAMU PM.
  - The Design Professional shall provide grade, foundation, and structural design solutions based on the geotechnical engineer's analysis and recommendation, and shall submit two (2) signed and sealed copies of such analysis and reports to the FAMU PM along with an electronic copy.
  - Typical requirements for subsurface investigations include:
    - A full and comprehensive report prepared by a qualified registered 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.
    - 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.
    - 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 shall also be determined and noted.

- Appropriate laboratory tests shall be performed to determine the safe bearing value, compressibility, and characteristics of the various soil strata encountered.
- Tests shall be made to determine if the soil has chemical characteristics, which would adversely affect foundations or metallic conduits or pipe.
- Percolation tests.
- Radon survey.
- **Roof Investigations:** For existing facilities, the Design Professional shall, as a Basic Service, visually inspect roofs for projects that include re-roofing or roof replacement and research the roof's construction and maintenance history with the FAMU Director of POM. Further destructive or nondestructive analysis, if warranted or required, would be considered an additional service. Examples include infrared/thermo graphic analysis, nuclear moisture profile analysis, fastener pull tests, and test cuts/cores to confirm the roof composition or determine if hazardous materials (asbestos, e.g.) are present. See the FAMU Design & Construction Standards, Section 07500.
- **Need for Measured Drawings:** Usually required for renovations or additions that will be appended to an existing facility, such as drawings will be provided to the Design Professional by the University if available. If unavailable, or if the data is suspected to be outdated, the Design Professional shall develop an additional services proposal for this service.
- **Asbestos Survey, Testing, and Abatement:** All asbestos consulting services are managed outside of the Design Professional's agreement through the University's environmental Health and Safety Department. If the Design Professional identifies or anticipates the need for an asbestos consultant, the Design Professional shall contact the FAMU PM and FAMU EH&S Lab Safety Manager at (850) 599-3442.
  - General:
    - Prohibition - "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."
    - The Design Professional shall become familiar with the Asbestos Program administered by FAMU EH&S.
    - Asbestos surveys complying with current State and Federal requirements shall be conducted prior to any building renovation/remodeling or demolition. EH&S may authorize abbreviated sampling of suspect material for projects of less than 160 square feet or 260 linear feet and asbestos

response actions related to operation and maintenance activities. Partial or limited surveys prior to renovation projects may be approved with the concurrence of EH&S, and the project's licensed asbestos consultant.

- It is University policy that all asbestos-containing vinyl floor tile, sheet vinyl, mastic, and caulk in existing buildings be abated prior to installation of new.
- Include formal abatement specifications and/or "work plans" or call for coordination of same with others if provided under a separate contract.
- Surveys, Testing, and Abatement
  - Involve the EH&S Asbestos Coordinator and, prior to any demolition activity, notify the DEP's area contact.
  - Review existing reports with the EH&S Asbestos Coordinator and the FAMU PM.
- Energy Models and Life-cycle Cost Analysis: Analysis: Energy models as required by code for life-cycle cost analyses. Required by law is considered a part of basic services. Detailed computer modeling above and beyond that required by law will be considered additional services.
- Building Commissioning: Building Commissioning is a term that describes bringing the building systems from their static state to complete operation to meet both the design 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. When commissioning is required, the Design Professional will coordinate with the commissioning consultant, to delineate the operational design features to be accomplished and provide operational instructions and sequencing to ensure that the systems operate as intended.

The Director of FP&C will determine if any commissioning is required and whether a commissioning agent is to be selected independent of the Design Professional agreement, or request the Design Professional to hire a commissioning agent as a sub-Design Professional to the Design Professional. In either case, the Design Professional shall coordinate its contract documents with the commissioning agent's requirements.
- Warranty and Guarantee Inspection: Prior to the expiration of the one-year warranty and guarantee, the Design Professional may be authorized to schedule an inspection of the facility. A time would be selected when the builder, Design Professional, FAMU PM, POM, and other interested parties can attend. This inspection shall completely cover the constructed facility, and the Design Professional shall generate a list of all items requiring corrective action for the builder. While the FAMU PM is expected to contact the builder or his subcontractor about deficiencies occurring during the warranty period, the Design Professional, if contacted, is expected to assist the FAMU PM with builder notification and in obtaining satisfactory correction of all warranty items identified during the Builder's one-year warranty period.

- 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 Design Professional's 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.
- Design Modification to Accommodate Art: Accommodations for artwork shall be accounted for, or even integrated into the Construction Documents if possible. If a completed design must be modified to support or accommodate artwork, the Design Professional may submit an Additional Service Authorization.
- Interior-Design Services: Interior-design services shall be used for the total design and purchases of all furniture, draperies, equipment, fixtures, paintings, artifacts, and the like, including planning and observation of placement and installation of same.
- Additional Project Scope: During the course of the project, the Design Professional may be asked to design additional elements by the University or some other agency having jurisdiction. The Design Professional shall consult with the FAMU PM and refer to the program, the original fee proposal and the negotiation minutes. If this scope is not a basic service, or if this scope 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:
  - Designing additive or deductive alternates beyond the scope of the original program
  - Securing and paying for permits
  - Designing off-site utility or roadway improvements not in the original program or discussed and agreed upon during the original negotiation.
- Prolonged Construction Administration: Refer to the Agreement between the University and Design Professional or CM/builder for definition. The fee is calculated as follows:
 

Additional Service Amount = [(A/B) X 0.8] X [C-B]

  - A = the original contract fee for construction administration
  - B = the number of days in the original construction contract
  - C = actual number of construction days, minus any days added by change order for which the Design Professional was compensated by an Additional Service Authorization.
  - The original construction administration fee assumes a heavy workload at the beginning and end of construction. The 0.8 factor recognizes that these efforts have already been considered in the fee, and the prolonged portion are days in the middle of the construction period.
- Americans with Disabilities Act (ADA): Design professional and sub-consultants may be required to participate and provide support for a

project ADA review. Design professionals shall review the ADA report and prepare written responses for university's consideration. Final ADA review comments may be incorporated into the Design Development documents as part of the University's review process.

- *Environmental Engineering Services*: For projects involving purely environmental engineering services, excluding asbestos consulting services, independent of a new building construction project and where the services of the engineer are contracted directly to the University, the fees may be negotiated on a percentage of the construction cost, lump sum, or hourly fee (not to exceed) agreement with the approved Additional Service Agreement.
- *Other Specialized Consultants*: Specialized consultant could include the following specialized fields including but not limited to: acoustical, theatrical lighting, parking, food service, solar, computer, exhibit planners, graphic, testing, and land planning.

### **5.12.2 Additional Service Authorizations**

#### **Basis of Fee and Documentation**

The Design Professional may be asked to provide services, which were not included as part of Basic Services in the Agreement. Often, services which are typically considered beyond the scope of Basic Services are negotiated into the original agreement and then treated as a part of Basic Services. The Design Professional shall provide **no** services until services, Basic or Additional, have been approved by the University in writing. Any additional work provided prior to such authorization is not eligible for compensation.

When professional services not included in the Basic Services are needed, the Design Professional shall discuss this service with the FAMU PM. The Design Professional shall then submit a *Request for Additional Services, **PSG Exhibit 5.8***, to the FAMU PM. If a portion of the services will be provided by consultants to the Design Professional, then the consultants' proposals must also be provided as a part of the total request.

- If the exact scope of work necessary to complete the additional service cannot be determined, the Design Professional shall request a not-to-exceed amount. Not-to-exceed authorizations may be billed monthly upon submittal of a detailed invoice, including timesheets, receipts, etc. The University will be the final authority as to whether an Additional Service Authorization will be issued as a lump sum or as a not-to-exceed amount.
- Additional services shall be based on the maximum hourly rates established during the contract negotiation. Maximum hourly rates are listed by personnel category, i.e., Principal NE, Registered NE, Designer, Drafter, etc. (A principal is a person who has part ownership, control and contracting authority in the firm, and for which evidence can be provided for verification purposes.)

- If the fee curve can be used, a lump sum amount for the additional service may be determined. If the fee curve cannot be used, but the Design Professional and FAMU PM can agree on the required scope, a lump sum can be developed, provided the Design Professional's proposal and any involved consultants' proposals include a breakdown of hours required and hourly rates. Lump sum authorizations may only be billed upon completion of pre-determined phases and approval of corresponding deliverables. These phases and deliverables shall be identified in the Design Professional's proposal.
- The Design Professional's proposal must identify whether the request is for a lump sum or a not-to-exceed authorization. The proposal shall include the proposed schedule for a provision of services and proposed deliverables.
- Permitting costs may be included in an Additional Service Authorization to the Design Professional. Before including such costs in its proposal, however, the Design Professional shall consult with the FAMU PM to ensure that the permitting or review University has statutory authority to charge state agencies for its permit or review.

The FAMU PM will review the proposal and, upon approval, will issue an "Additional Service Authorization," **PSG Exhibit 5.9**.

Occasionally, the scope of an authorized Additional Service may increase. When the work required is expected to exceed the authorized scope, the Design Professional must send a proposal to the FAMU PM requesting a revision to the Additional Service Authorization. The Design Professional shall not provide any additional services, which exceed the scope and the amount of the Additional Service Authorization until a written revision to the Additional Service Authorization is issued by the University.

Additional Services for prolonged contract administration shall be determined as follows:

$$(A \div B) \times 0.8 \times C = \text{Additional Service amount.}$$

- ✓ A = the original contract fee for construction administration
- ✓ B= the number of days in the original construction contract
- ✓ 0.8 explanation - The original contract administration fee includes the heavy workload at the beginning of the construction phase (shop drawing review, etc.) and the heavy workload at the end of the construction phase (substantial completion inspection, punch list development, final completion, etc.) The factor of 0.8 recognizes that these efforts have already been considered in the fee, and the prolonged portion of the construction phase is the days in the middle of the construction period.
- ✓ C = the actual number of construction days, minus the total of [the number of days in the initial construction contract, plus any days added



by change order for which the Design Professional was compensated by an Additional Services Authorization]

If the Design Professional recommends that a detailed cost estimate be conducted, the Design Professional shall bear 25% of the cost for the detailed estimate. This recognizes the fact that the Design Professional is responsible for cost estimates as a part of Basic Services, and a cost estimator will instead be providing those services. The 8% administrative markup is not applicable to cost consultants when the detailed estimate is being conducted at the Design Professional's request. If the Design Professional does not recommend these services, but the University requests them, then the University will bear the entire cost of the cost estimator, and the Design Professional will provide its own independent cost estimates.

#### **Additional Service Authorizations Based On A Lump Sum**

The work product specified in the authorization must have been submitted and approved prior to the invoice. A copy of the authorization is required as supporting documentation. Unless phased payments are provided for in the authorization, the invoice may not be submitted until the total services have been completed.

#### **Additional Service Authorizations Based On A Not-to-Exceed Amount**

These additional services may be billed monthly upon presentation of a detailed invoice. Supporting documentation includes a copy of the authorization and the following documentation, as applicable:

- **Labor** costs (for both the Design Professional and consultants) shall be supported by time sheets, indicating the individual's name, specific days, hours and tasks performed. Show calculations performed when applying the multiplier and totaling costs. Labor is only compensated for actual hours worked. Overtime rates are not allowable unless specifically requested and approved in the Additional Service Authorization.
- **Consultants'** costs must be also supported by a copy of the consultant's invoice. The invoice must be marked "approved" and signed by the Design Professional.
- **Travel** costs, when included in an authorization, may only be compensated within the limits provided in [112.061, F.S.](#) Each payment request for travel expenses will require a completed Travel Reimbursement Form. Mileage shall be in accordance with the official Department of Transportation map mileage. Receipts for lodging, airplane, bus, tolls, parking, taxis, rental cars, etc. must be included for each item invoiced. Receipts must be legible.
- Permitting costs must be supported by a copy of the invoice from the permitting authority indicating the type of permit.

#### **Miscellaneous Reimbursable Expenses**

Certain expenses will be incurred by the Design Professional during a construction project. The Design Professional must receive an Additional Service

Authorization from the University **before** incurring a reimbursable expense. There are only three reimbursable expense items considered pre approved in the scope of basic services:

- *Bid Document Printing Costs:* (only for copies exceeding those required to be provided by the agreement):
  - The Design Professional may only invoice for printing costs when the project has been successfully awarded to a bidder. If the project cannot be awarded due to a fault of the Architect, however, the Design Professional may invoice for printing costs.
  - Invoices for printing of bidding documents must be supported by a completed "*Contract Documents Cost Recap Sheet, **PSG Exhibit 5.10.***"
  - Receipts for all printing, copying and mailing costs. Receipts must be legible. Figures included on the Contract Documents Cost Recap Sheet must be supported by highlighted figures on the receipts, and attaching an adding machine tape which supports the individual figures and overall totals.
- *The placement of legal advertisement for construction services:* Documents printed for the Design Professional's own use, University's review sets required by the Agreement, and the bidding sets required by the Agreement are not reimbursable.
- *Permit Fees not identified during Agreement negotiations:* These fees are considered reimbursable, without an Additional Service Authorization, under unusual circumstances:
  - An invoice for permit fees must be supported by a copy of the document supporting the fee amount from the permitting authority.

Items such as general telephone, photocopying, fax and postage costs are not considered reimbursable expenses, because they are included in the Basic Services fee derived from the fee curve or in the multiplier for Additional Services or in the hourly rates for Campus Service Architects/Engineers.

In order to be eligible for payment of a potential reimbursable item, the expenses must be authorized in advance by an Additional Service Authorization. The Design Professional must submit a proposal to the FAMU PM which describes why the expenses are unusual and establishes a not-to-exceed amount. An Additional Service Authorization would then be issued.

### **Travel Expenses**

Travel expenses are only reimbursed when travel is required to perform an Additional Service; in which case, the travel and per diem costs must be included in the proposal for Additional Services. Travel expenses must be consistent with those paid to public employees, as described in University Policy & Procedure. Any travel required to fulfill the requirements of Basic Services is to be provided as a part of Basic Services.

### **Unacceptable Reimbursable Expenses**

Professional service contract and/or invoices for services shall not list any of the following as a "Reimbursable Expense":

- Mileage to and from a project site at any time.
- Any other connected travel expenses such as meals, lodging, and parking (except for out-of-state travel when specifically requested by the University).
- Facsimile communications (fax).
- Long-distance telephone expenses.
- In-house computer or CAD time or equipment expense.
- Telegrams.
- In-house printing or reproductions.

This applies to all Design Professionals and consultants, including geo-technical consultants, whether in-state or out-of-state. These expenses are considered normal overhead costs covered in the contract agreement, and are not reimbursable expenses.

### **5.14.2 Invoicing**

The University is required by [215.422, F.S.](#), to approve all invoices for acceptable, undisputed services, with a goal of making payment within 40 calendar days from receipt of invoice. The goal of FP&C is to process invoices within seven (7) days. The Design Professional is requested to assist in the achievement of this goal by ensuring that all invoices are properly prepared and contain the required supporting documentation.

- Invoices that are incomplete or with errors, will be returned to the Design Professional with instructions for resubmission.
  - FAMU PM **will not** hold invoices until a work product is corrected.
  - FAMU PM **will not** correct major deficiencies in the invoices.

The Design Professional and consultant shall be aware of the following:

- It is the intention of FAMU to expeditiously approve all properly rendered invoices for professional services and reimbursable expenses. In order to ensure timely processing, invoices must be properly prepared using the FAMU form, signed, inclusive of all substantiating information and backup data, and provided to the FAMU PM.
- The Professional shall submit invoices only for those basic services, additional services, and reimbursable expenses specifically authorized by the agreement or by Additional Services Authorization.
- Line item descriptions and fee amounts shall match the schedule of fees provided in the Agreement.
- Invoices shall be signed by the firm's President, CEO, or other designee as authorized in writing by the President or CEO.

- Invoices may be submitted at the completion of a phase or specific deliverable, monthly, or as otherwise allowed by the Agreement.
- Invoices not properly prepared as to form, content, or substantiation will be returned to the Professional for revision and resubmission.

### **Invoice Format and Content**

Template invoice forms for Design Professionals and consultants are identified as "*Design Professional Invoice*," **PSG Exhibit 5.11**. The use of any other invoice form is not permitted.

Invoices shall be numbered consecutively beginning with number one (01), continuing in numerical order throughout the life of the contract, and shall identify or include the following:

- Invoice Number
- Date
- Professional's Name, Address, and Federal I.D. Number
- Project Name & Number
- Description of Phases, Services, Deliverables, and ASAs
- Contracted Fee for each Phase, Service, Deliverable, and ASA
- Percent Complete, Amount Due (total), Amount Previously Billed, and Amount Due (this invoice) for each Phase, Service, Deliverable, and ASA
- Total Contracted Fee Amount
- Initials for Supporting Documents
- Signature / Certification

Additional Services Authorizations executed to date shall be listed on the invoice, including authorizations not being billed.

The Design Professional shall submit one original certified invoice with copies of all the required backup data and information as outlined below, plus one electronic (searchable PDF) copy of same.

### **Invoice Substantiation and Required Backup Data**

In order to meet the requirements of [287.057, F.S.](#), the information outlined below is required for payment of the item invoiced. For all time sheet requirements, provide actual time sheets, not a summary of an individual's time.

- **ALL Invoices:** Enclose sub-consultant invoices (if applicable) and status/field reports if not previously sent.
- **Design Phase Invoices:** For payment at the conclusion of a design phase or upon completion of a specifically billable deliverable, the deliverable must be submitted and approved. In the case of a design phase completion, enclose the NTP or letter of Activation for the next phase.
- **Bidding Phase Invoices:** Provide a copy of the Bid Tabulation, along with the Design Professional's recommendations concerning a contract award.
- **Construction Administration Phase Invoices:** Include an approved copy of

the Builder's latest Pay Certification/Signature page indicating the Builder's percent complete. For final invoices, enclose a copy of the completed Certificate of Final Completion.

- *Additional Services Invoices:* Enclose an executed copy of the ASA, along with consultants' invoices if applicable. For not-to-exceed (NTE) authorizations, provide time sheets and other evidence as required to substantiate the time and resources spent on the required services and attach a letter indicating a final invoice when the remaining unspent portion of the NTE allowance is to be returned to the University.

*NOTE: The additional services being billed shall have been completed and approved.*

- *Personnel Time Expenditure or Overtime Charges (beyond Basic Services):*
  - A copy of the Authorization;
  - Time sheets, or a recapitulation sheet indicating the individuals name; specific days, hours and tasks performed (highlight the personnel time and differentiate it from other assignments on the time sheets);
  - Calculations to show how the personnel time expenditure charge was determined (Hourly Rate) x (Overhead Multiplier) x (Number of Hours) = Personnel Time Expenditure Charge.
- *Travel and Per Diem Charges (beyond Basic Services):*
  - A copy of the Authorization;
  - An itemization of the individual(s) traveling, purpose of the trip, departure and destination locations, and the time & date of departure and return;
  - Calculations for automobile mileage charges based upon the rate \$/mile rate stipulated in the Agreement and a standard Department of Transportation road map;
  - Receipts for lodging, airfare, rental automobiles, parking, tolls, etc., as allowed in the Authorization.
- *Telephone Charges (beyond Basic Services):* Generally, telephone calls are not considered to be a reimbursable expense, having been included within the Basic Services fee or as a part of the overhead and profit multiplier. Only in special cases will an authorization be made for telephone calls, and the authorization will specify what telephone charges are allowable with a not-to-exceed limit. Attach to the invoice for such billings:
  - A copy of the Authorization;
  - A phone log illustrating the purpose of call(s) and the names of the individuals placing and receiving the call(s);
  - Paid invoices/receipts of bills showing the calls being billed.
- *Document Reproduction Charges (beyond Basic Services):*
  - A copy of the Authorization;
  - A completed Documents Distribution Record;

- Copies of paid invoices/receipts for the reproduction cost being billed.
- Fees Paid For Securing Approval of Authorities:
  - A copy of the Authorization;
  - A copy of the consultant's invoice, if applicable;
  - A copy of the Authority's approval document.
- Advertising Costs. Attach to the Invoice:
  - A copy of the Authorization;
  - A copy of the newspaper or advertising University paid invoice/receipt;
  - An original notarized proof of advertisement.

### **Past-Due Invoices**

If there are outstanding or past-due billings when submitting a new invoice, please indicate such past-due billings on a separate document. In no case shall an item previously invoiced be shown on a later invoice in the "amount due" column. It should only appear under "previously billed." Contact the FAMU PM or FP&C Assistant Director for Finance and Administration to inquire about the status of an invoice.

### **Past-Due Billings**

If there are past-due billings when the next invoice is prepared, do not invoice for those services a second time. Include these amounts in the "Less Previously Billed" column. Inquiries concerning the status of an invoice should be directed to the FAMU PM.

### **Invoice Approval Process**

Invoices are submitted to the University project manager. After approval, a voucher is prepared and sent to the University construction accounting office, and then the University Comptroller's Office, where the warrant is issued to the Design Professional.

## **5.14.3 Professional Services Evaluations**

The quality of services rendered by Design Professionals will be evaluated periodically during the course of the contract in accordance with FAMU rules and policies. These performance ratings will be maintained by FP&C and used as part of the "past performance" criteria for future work. These evaluations document the performance of the team as a whole, including all sub or specialty consultants, throughout design and construction.

Professionals under contract for a major project or a minor project which is not under a continuing contract will be evaluated by the University on a project by project basis,

- Semiannually, in March and September, during the contract term
- Upon completion of a project

- At any time the University determines there has been a material change in the quality of the firm's performance occurring during the contract term.

Design professionals under continuing contracts with the University will be evaluated by the University on all projects performed by the architect or engineer during the contract term. These evaluations will occur,

- Semiannually, in March and September, during the contract term
- At any time the University determines there has been a material change in the quality of performance during the contract term.

*The Design Professional will be evaluated by the University with the use of the "Design Professional Evaluation Form", **PSG Exhibit 5.12.***

## **SECTION 6 BIDDING, AWARD AND CONTRACT DOCUMENT EXECUTION**

### **(General Contractors (GC), Construction Managers (CM), Design-Builders (D-B), Vendors, Etc.)**

Florida A&M University policy regarding bidding follows the current State of Florida Statutes and the State University System Board of Governors Regulations. The Facilities Planning & Construction Office and the Office of Procurement Services are honor-bound to maintain the spirit of competitive bidding and the integrity of the bidding process whenever possible.

It is the policy of the Facilities & Construction Services to acquire services at the most economical costs for the benefit of the University, in accordance with State and University guidelines.

The University may procure design service for several levels of service. One level of service may be the construction of a major facility where the construction method will likely be CM or D-B. Other smaller special construction projects, small remodeling/renovation projects, or equipment needs will likely be competitive bid solicitation projects.

The level of service required by a Design Professional during the bidding and award phase depends greatly upon the dollar amount of construction or purchase amount of equipment.

This Section is presented in detail to show the complexity of bidding and contract award at the different levels of solicitation. It also covers a variety of bidding, award, and contract execution procedures:

- Competitive Solicitation - Is an Invitation to Bid (ITB), Request for Quotation, Request for Proposal (RFP) or invitation to Negotiate (ITN) to competitively select a Builder or vendor for services, equipment or materials. This same process is used for the purchase of equipment and in some cases materials.
- Qualification Based Solicitation - Is a competitive contract procurement process the University uses to procure CM and D-B construction delivery methods. For CM, this initial agreement may include pre-construction services.
- Guaranteed maximum price (GMP) negotiations for CM and D-B
- Emergency contracting
- Sole source contracting



## 6.1 Purchasing Authority

The Office of Procurement Services has sole authority to obligate the University for the purchase of supplies, equipment, and services. **The University will not assume liability for payment of obligations undertaken, which have not been made in accordance with University policies and procedures and approved by the designated purchasing officers for the University.** Please be advised that it is and has been the policy of Florida A&M University that no employee is authorized to obligate the University for the payment of goods or services without first obtaining a properly executed Purchase Order.

## 6.2 Procurement Cycle

The procurement cycle is a methodical approach and includes the following:

- Project analysis and needs assessment
- Procurement method selection
- Invitation for Bids
- Request for Proposals
- Request for Qualifications
- Development of project specifications and design
- Project document development
- Advertisement
- Receipt of bids and proposals
- Bid opening, tabulation, and review
- Award of contract/purchase order
- Placing the order

## 6.3 Formal vs. Informal Bidding

Although the FAMU Office of Procurement Services (OPS) permits informal competitive quotes (not sealed) for projects between \$0 and \$75,000, the Office of Facilities Planning and Construction allows only sealed quotes. Formal competitive bidding (sealed bids) is required for all projects with an estimated contract sum over \$75,000. The Office of Procurement Services and FP&C have established the following procurement service levels per the following Table.

**Table 1-6  
 BID MATRIX AND CONTRACT GUIDE FOR CONSTRUCTION/NON-  
 CONSTRUCTION/PROFESSIONAL SERVICES BIDDING AND CONTRACT  
 REQUIREMENTS**

The Following Competitive Solicitation of <i>Quotations</i> are Administered by FP&C	
<p>The three levels of purchasing (\$0 up to \$75,000) identified below must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• Shall be performed with a defined written scope of work or specification. Scope of work or specification should include details as to work or product as the project increases in estimated cost or complexity.</li> <li>• Responses to quotations must be received in sealed envelopes. This requirement is more stringent than Office of Procurement Services requirements. <u>No electronic submission allowed.</u></li> <li>• If the PM determines that commodities/contractual services are available only from a single source or that conditions warrant negotiation on the best terms and conditions, the PM may proceed with the procurement, but only after discussion with the Director of Procurement Services.</li> <li>• The PM shall document the conditions and circumstances used to determine the procurement method for all quotation levels.</li> </ul>	
Purchases \$0 up to \$5,000	Shall be carried out using good purchasing practices.
Purchases \$5,000 up to \$10,000	Shall be carried out using good purchasing practices, but must include two (2) or more written sealed quotations.
Purchases \$10,000 up to \$75,000	Shall be carried out using good purchasing practices, but must include three (3) or more written sealed quotations.
The Following Competitive Solicitations are Administered by the OPS	
Purchases \$75,000 up to \$2,000,000	<p>Shall be awarded pursuant to one of the following competitive solicitation processes:</p> <ul style="list-style-type: none"> <li>• Invitation to Bid</li> <li>• Request for Proposal</li> <li>• Invitation to Negotiate</li> </ul>
The Following Competitive and Qualification Based Solicitations are Administered by FP&C	
Purchases above \$2,000,000	<p>Shall be awarded pursuant to one of the following competitive solicitation processes:</p> <ul style="list-style-type: none"> <li>• Competitive               <ul style="list-style-type: none"> <li>○ Invitation to Bid</li> <li>○ Request for Proposal</li> <li>○ Request for Qualification</li> </ul> </li> </ul>

## 6.4 Competitive Solicitation

### 6.4.1 Items to Be Considered During the Bid and Award Procedure

#### **Contractor's Insurance Requirements**

Dollar amounts of coverage limits for all insurance policies shall be set by the University. Before the University enters into a contract for the construction or alteration of facilities or repairs to existing building, grounds or facilities, it shall ensure that the Builder has complied by showing proof with the following insurance requirements have been met:

- The Builder shall purchase and maintain such insurance as will protect him from claims set forth, which may arise out of or result from the Builder's operations under the Contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be:
  - *Builder's Risk Insurance* - The Builder shall procure and maintain during the life of this Contract Builder's Risk Insurance, and any extended coverage, which shall cover damage for capital improvement projects. Perils to be insured are fire, lightning, vandalism, malicious mischief, explosion, riot and civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail and property theft on the insurable portion of the Project on a 100 percent completed value basis against damage to the equipment, structures, or material. The University and the Builder, as their interests may appear, shall be named as the Insured.
    - Exception: Contract documents which do not require coverage based upon inapplicable coverage (such as demolition or abatement work).
  - *General Requirements* - While it is not a requirement, it is recommended the University accept policies issued by an insurer which has a claim paying ability rating of not less than "Bi-" or better as to claims paying ability by A.M. Best or not less than "A" by Standard and Poor's rating service, or has an equivalent rating as established by one other nationally recognized statistical rating organization satisfactory to University. All policies shall contain a waiver of subrogation against the University, University's lenders ("Lender") and any designate agent of the representative of the University (University's Agent").
  - *Cancellation/Notification Provisions* - All policies shall contain an endorsement that University, Lenders and University's agent shall

receive at least thirty (30) days' prior written notice of any modification, potential exhaustion of aggregate limits, intent not to renew, reduction or cancellation.

- *Evidence of Insurance* - The approval of contract shall be conditional upon the Builder providing evidence of insurance to the University. The certificates shall specify the University as an additional insured and all other parties as additional insured as required by the University. The Builder shall be financially responsible for all deductibles or self-insured retentions. The certificate shall state that the University will receive at least thirty (30) days' prior written notice of modification, potential exhaustion of aggregate limits, intent not to renew, reduction, or cancellation.
- *Equipment and Materials* - The Builder shall be responsible for any loss, damage, or destruction of its own property or that of any subcontractor's equipment and materials used in conjunction with the work.
- *Subcontractors* - The Builder shall require all subcontractors to provide and maintain general liability, automobile and workers' compensation insurance coverage substantially similar to those required of the Builder. The Builder shall require certificates of insurance from all subcontractors as evidence of coverage. Builder will be the responsible party for any and all claims by subcontractors if a subcontractor fails to have appropriate insurance.

### **Acknowledgement of Addenda**

Any or all addenda will be acknowledged on the bid form, and such acknowledgment shall be stated during the reading of the bids. Failure by the bidder to acknowledge all addenda shall be considered as a non-responsive bid. Every effort shall be exerted to eliminate addenda. If addenda are necessary, they should be issued as soon as possible, but in any event not later than twenty four (24) hours before receiving bids. An addendum, upon approval by the chairman, which only sets a later bid date, may be issued any time before time has been called for the opening of bids. While failure to acknowledge all addenda renders a bid non-responsive, failure to acknowledge an addendum, which only sets a later bid date or time, or both, shall not be deemed to be nonresponsive. In the event, an addendum requires changes in the scope of the project; an appropriate extension of the bidding period shall be granted. Changes in the scope of the work or specifications shall require review and approval by the Design Professional and approval by Director of FP&C. No addenda shall be issued without the prior approval of the Director of FP&C. Within this subsection, issued means delivery of addenda by, e-mail, fax transmission to, hand-delivered to or picked up by potential bidders who received plans and specifications from the official plan distribution entity. Design Professionals are responsible for issuance of all addenda.

### **Contract Time**

The period of time allocated for the substantial completion of the work shall be stated as a calendar date or as calendar days. The University, with input from the Design Professional, shall decide on the amount of liquidated damages and the amount of such damages to be included in the project specifications.

### **Late Bids**

All bids received shall be recorded by date and time on the sealed bid envelope. The recorded time and date shall be determinative regarding issues of lateness. Bids received at the office designated in the invitation to bid, but after the time has been called for receipt will not be considered, unless, it is determined that the late receipt was due solely to mishandling by the University after receipt at the location designated in the invitation.

### **Modifications of Bids**

Bidders may submit written modifications to their bid at any time prior to the exact time set for receipt of bids. Modifications may be made on the bidder's envelope. No modifications made shall show the base bid amount. The bidder must sign any bid modification.

### **Withdrawal of Bids**

Bidders may withdraw his or her proposal in writing if done within seventy-two (72) hours of the solicitation opening, if the bid or proposal is clearly erroneous and it is withdrawn prior to final award or the purchase order being issued. A solicitation may be withdrawn prior to final award or purchase order being issued with written consent of the President or designee when the interest of the University will not be adversely affected by the withdrawal. Any alterations or corrections appearing on responses must be initialed by the vendor's representative prior to opening.

### **Qualifications of Builders**

Contract awards shall be made to the lowest responsible bidder. Breaches of responsibility may include but not limited to:

- Conviction for of a criminal offense in connection with obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract
- Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity
- Conviction under State or Federal antitrust
- Violation of contract provisions, as set forth below:
  - Failure to perform *in* accordance with the specifications or within the time limit provided in the state capital improvement contract; or
  - Failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts;

- Failure to post bid or performance bonds as required by laws or rules, [F.S. 713](#).
- Substitution of work or materials without the prior written approval of the University and the Design Professional; however, these approvals shall not in any manner diminish the University's approval of change orders

### **Protests**

Any actual or prospective bidder who is aggrieved in connection with the project documents, or award of a capital improvement contract has the right to protest to the Bid Chairman and Director of FP&C. The protest shall be submitted in writing within five (5) business days after the bid opening; in the event a bidder is declared non-responsive or rejected after the five (5) day period, the bidder shall have three (3) business days from the declaration to submit a protest. All protests shall identify the project by bid number or with sufficient detail to identify the project, and shall with specificity, set forth the allegations of the acts or omissions related to the protest. Since time is of the essence in award of all capital improvement contracts, protests and their resolution shall be resolved promptly. The Associates V.P. of Construction and Facilities Management and the Director, Office of Procurement Services, shall be informed of protests to University Officials and their response. Subcontractors or suppliers are not considered bidders under this subsection. Only official representatives of the actual or prospective bidder may submit a protest. This section shall not be construed as a waiver of the State's right to reject any or all bids and to waive any formalities.

Any and all protests regarding the University determination of the lowest responsible bidder shall be made to the FAMU PM with copy to Director of FP&C in the timeframe stated above.

### **Resolution of Protests**

The chairman, the University official (performing the bid opening) or a designee of either office shall have authority to settle or resolve a protest of an aggrieved bidder actual or prospective, concerning the project bid documents, solicitation, or award of a contract.

### **Unsuccessful Bid**

In the event no responsive bids are received or the bidders are deemed not responsible or both, and it is determined by the University that further solicitation of bids would be futile, the contract may be awarded to any available qualified Builder only after obtaining the approval of the Director, Office of Procurement Services.

## **6.5 Bid Solicitation, Receipt, Opening, and Contract Award and Execution**

The following procedures relate to a formal and in-formal bids where a written specification or scope of work has been developed and the University is seeking a price for that service.

### **6.5.1 Bidding Rules**

Bidding rules are applicable to all bids produced by FP&C or a Design Professional. In instances where the University has not contracted for the administrative services of a Design Professional, the University is responsible for performing those duties which include all phases from bidding to close out of the project, unless specifically identified in the Design Professional's agreement.

### **6.5.2 Determination of Pre-bid Budget**

With input from the Design Professional, the FP&C determines the pre-bid budget within which the construction award shall be made. Typically, no less than 3% of the construction line on the Capital Outlay Implementation Plan (COIP) is reserved as a construction contingency for new projects and 5% for renovation projects.

The FP&C revises the COIP reflecting the pre-bid construction budget and contingency in accordance with FP&C procedures. See the "*Capital Outlay Implementation Plan (COIP), (sample),*" **PSG Exhibit 6.1**, for reference.

### **6.5.3 Bidding Pre-requisites**

Before FP&C or a Design Professional may advertise for bids for construction, all requirements shall be met pursuant to the [FAMU Purchasing Manual](#) and Florida's laws and other applicable laws. FAMU PMs and Design Professional shall follow these bidding rules when processing bids.

- Certification of Project Amount:
  - **The University must have sufficient appropriations and funds for the capital improvement project prior to the solicitation of bids.** FP&C is responsible for verification or receiving approval that funds are being held at the University. The amount certified on the project COIP is the official project budget document per [SUS BOG Regulation 14.0025](#).
- Plans and Specifications
  - Construction Documents or technical specification has been given final approval by the Design Professional and FAMU PM.
  - The FAMU PM and the project Design Professional, shall ensure adequate numbers of plans and specifications be made available for prospective bidders. One set of specifications and half-sized drawings will be provided to the FAMU PM within three (3) days of

the first advertisement, or in the case of an emergency or sole source contract prior to the issuance to bidders. Failure to do so may cause the delay or cancellation of the bid date.

- All drawings and the project manuals shall be stamped, sealed and signed by the appropriate Design Professional. No drawing used for a construction project shall be allowed on the site stamped or otherwise marked as "Not for Construction" or any other similar term.

#### **6.5.4 Scheduling Pre-bid Meeting, Bid Date and Location**

The FAMU PM, in consultation with the Design Professional, schedules the dates for the pre-bid meeting and the bid opening, in accordance with [Section 255.0525, F.S.](#)

- The solicitation of competitive bids for projects projected to cost more than \$200,000 must be published in the *Florida Administrative Weekly (FAW)* at least twenty-one (21) days prior to the established bid opening.
- The solicitation of competitive bids for projects projected to cost more than \$500,000 must be published in the *Florida Administrative Weekly (FAW)* at least thirty (30) days prior to the established bid opening, and at least once in a newspaper of general circulation in the county where the project is located at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.

While pre-bid conferences are recommended, they are not mandatory unless so designated in the Instruction to Bidders. Should the University determine that one is to be conducted, it shall be held at a time and place after the initial advertisement has been published. Design Professionals shall conduct the meeting and inform all prospective bidders on the project requirements, special conditions and any other unique bidding requirements. The Design Professional shall coordinate any additional pre-bid conference requirements with the FAMU PM.

Determination of Bid Opening Location:

- The FAMU PM selects a location for the opening of bids with consideration given to:
  - Accessibility
  - Parking facilities
  - Room capacity
  - Repetitive use of space

#### **6.5.5 Advertising and Soliciting Bids**



The Design Professional shall provide the following for advertising and soliciting bids:

- Bidding services as described in the Agreement, the FAMU Design Standards and this PSG.
- Attendance at pre-bid meetings for clarifying technical aspects of the work
- Encourage maximum competition; the Design Professional shall assist the University in providing information on potential bidders for maximum exposure of the project.
- At the direction of the FAMU PM, the Design Professional may be asked to place a legal advertisement for bids meeting requirements of [255.0525, F.S.](#) The cost of advertising is a reimbursable expense to be handled by FP&C.
- During the solicitation process, the Design Professional is responsible for:
  - Distributing the drawings, specifications and addenda to bidders and other interested parties
  - Collecting and accounting for plan deposits and purchase monies. Bidders shall be instructed to make checks for deposits for bidding documents payable to the Design Professional. The Design Professional shall account for the distribution and sale of all project documents.
  - Paying printing, handling, and mailing costs. Costs for printing and distribution are reimbursable expenses to be handled per Design Professional agreement by FP&C.
- During the bidding period, addenda shall be issued by the Design Professional to clarify or modify the construction documents as necessary. Copies of all addenda shall be transmitted to the FAMU PM. The Design Professional shall not issue oral explanations to the meaning of the drawings and specifications, and oral instructions shall not be given before the award of the contract. Addenda shall be kept to an absolute minimum and shall not be used with the original issuance of the contract documents as a means of correction. Addenda shall be issued in accordance with the Instructions to Bidders section of the FAMU Design Standards.

At the direction of the FP&C, the Office of Procurement Services places a Call for Bids.

#### **6.5.6 Bid Tabulation Form**

The FAMU PM directs the project Design Professional to prepare a bid tabulation form, "*FAMU Bid Tabulation Form*," **PSG Exhibit 6.2**.

#### **6.5.7 Bid Chairman**

The University designates an individual from its staff as the chairman for the bidding procedure. The chairman may designate someone (usually the project architect/engineer) to provide assistance with opening and reading the bids.

### **6.5.8 Bid Opening**

#### **Bid Opening Prerequisites**

- Bidders are required to deliver their bids at the location specified in the bid solicitation.
- All **formal** bids and **quotes** shall be submitted in a sealed envelope.
- Upon receipt at FP&C or bidding location, each *formal* bid shall be dated, and time stamped and held in a secure place until the bid opening. No bid may be surrendered to any person after it has been submitted except upon written request and authorization from that bidder.
- All capital improvement bids *formal or informal* shall include all costs such as sales tax, use tax, permits, and insurance. The Builder on capital improvement projects where labor and materials are furnished is defined as the user and is responsible for the appropriate taxes. There are no provisions for a Builder to avoid taxes by using the tax-exempt number of the University.
- None of the parties present at the bid opening shall accept a bid after the published time of opening.
- The Design Professional shall attend and assist in the bid opening. The Design Professional shall supply the *FAMU Bid Tabulation Forms* for the University's and bidders' use during the bidding.

#### **Bid Opening Procedures**

The following identifies the process of a typical FAMU bid opening:

- Either the chairman for the bidding procedure or a designee should be at the appointed place no less than thirty (30) minutes prior to the time scheduled for the opening of bids. The actual chairman should be at the appointed place no later than fifteen (15) minutes prior to the time scheduled for the opening of bids. The chairman should verify the accuracy of his or her timepiece prior to the bid proceedings.
- At two (2) minutes prior to the closing of bids, the chairman announces aloud and publicly, in the place designated for the receipt of bids, that:
  - the chairman's timepiece is the official timepiece for the closing time for submittal of bid proposals;
  - no bids will be considered, which are incomplete or, which are tendered after the closing time; and,
  - there are precisely two (2) minutes remaining until the closing time.
- The chairman announces the closing time. Any bids submitted thereafter will not be accepted.

- The Design Professional is responsible for completing the bid tabulation and recording the bids. The bid information shall be recorded in ink as each bid is read aloud. The Design Professional secures the signature of the FAMU PM and signs, and submits the original bid tabulation to the FAMU PM.
- Bids may be opened in any order, but if listed on a prepared tabulation, they shall be opened in such an order. The chairman's assistant opens each bid proposal to determine if the bid is responsive:
  - If any statutory formality is omitted, the bid shall be declared non-responsive and remain unread. Formalities other than statutory may be waived. Items determining responsiveness include but not limited to:
    - Bid Form is complete
    - Applicable bid security in the correct amount, and if a bid bond is utilized as bid security, the agent's power of attorney as his authority shall be enclosed bid amount (numerically shown). Bid security is required for projects \$200,000 and over, and at the University's discretion may be required for projects under \$200,000.
    - Proper signatures
    - Addenda acknowledgement
    - Corrections or changes initialed
    - Applicable subcontractors are listed
    - Proof the Builder is licensed in accordance with the State of Florida for their specific service or trade.
- Upon the verification of the bid proposal being responsive, the chairman reads the bid aloud:
  - acknowledging receipt of the required bid bond/security
  - acknowledging the acknowledgment of the receipt of all addenda
  - reciting the proposed sum for the base bid
  - reciting the proposed sums for each of the alternates
- Non-responsive Proposals
  - Any obviously non-responsive proposal is not read aloud. The chairman announces the deficiency causing the bid to be non-responsive and its disqualification thereby. The disqualified proposal must be impounded rather than returned. When there is doubt as to the responsiveness of the proposal, it must be read aloud, with an accompanying announcement as to the apparent possible deficiency.

### **Apparent Low Bidder**

After a preliminary evaluation of all proposals, the chairman may notify all persons present of the *apparent* low bidder, who submitted the low responsive aggregate bid within the predetermined construction line of the official project

budget, with the qualification that the final determination has yet to be made and could change the outcome. The aggregate bid consists of the base bid, plus additive alternate bids applied in the order in which they are listed on the bid tabulation form, awarding as many alternates as possible within the approved budget. If the *apparent* low bidder cannot readily be determined, the chairman may simply announce that the determination will be forthcoming and that the bid tabulation form will be posted.

### **Close of Proceedings**

The chairman closes the proceedings and advises the bidders that the bids will be reviewed for compliance with the bidding conditions and inform them the notice of intended decision will be posted at the FP&C Office.

### **6.5.9 Posting of Bid Tabulation Form**

Unless an alternate location for the posting of the bid tabulation form is announced at the bid opening, the bid tabulation form will be posted at the FP&C Office. The bid tabulation form will remain posted for seventy-two (72) hours.

### **6.5.10 Bid Tabulation**

Bid tabulations must contain the following information which includes but is not limited to:

- the date and time of the bid opening
- the project number
- the amount of the bid
- the Builder names,
- whether a bid security was included along with the bid security amount
- the listing of any applicable subcontractors.

The chairman or designee will determine the responsiveness of all submitted bids. Certification of the bid tabulation is the responsibility of the Design Professional. Design Professional shall write on the Bid Tabulation, "Certification of the bid tabulation," then sign and date on the certification statement. Determination of the lowest responsible bidder is the responsibility of the University.

### **6.5.11 Evaluation of Bid Results and Apparent Low Bidder**

#### **Contractor's License**

Pursuant to [Chapter 489, F.S.](#), all projects required the Builder to be properly licensed with the Contractors Licensing Board and should indicate on his bid form his current license number as issued by the applicable licensing entity. The

University official performing the bid opening is responsible for licensure verification.

### **Subcontractor's Bids**

The listing of subcontractors on the form of the proposal shall be made pursuant to [255.0515, F.S.](#), and the bid documents. The chairman shall verify the licenses of the applicable subcontractors listed pursuant to [489, F.S.](#)

### **Alternates**

Determine that alternates, if allowed, were calculated properly and the determination of the apparent low bidder is correct.

## **6.5.12 Award of Contract**

The FP&C determines the low bidder by determining the following:

- that the actual bid price for the Base Bid and alternates accepted in numerical order within the pre-established construction budget.
- That the bid proposal is in compliance with requirements of the bid specifications and the contract documents;
- that the Builder has the required current Builder's license and (a copy should be placed in the University project file);
- that the Builder holds a currently active Florida Corporation Charter Number, which may be verified by contacting the Department of State, Division of Corporations (if the Builder is a corporation).

After determination of the low bidder, the University prepares an "Award of Construction Contract" for the signature of the President or designee. Upon signature of the award, and in accordance with [120.57, F.S.](#), the notice of intended decision is posted in the FP&C Office and on the FP&C web site, with the following note: "Failure to file a protest within the time prescribed in [120.57\(3\), F.S.](#), shall constitute a waiver of proceedings under chapter [120, F.S.](#)"

Once the University has selected a Builder, and the Builder selection is subsequently approved by the President, a contract will be prepared by the Design Professional (or by the University if the Design Professional is not under contract to perform such services) and submitted with the intent to award to the Builder. This enables the Builder to acquire the performance and payment bond and the applicable insurance policies/certificates and disclosure statements. **A contract will not be approved until these documents are received by the FAMU PM.**

## **6.5.13 Notice to Proceed**

Upon approval by the President, FAMU PM will provide the Contractor with a copy of the performance and payment bond, certificate of insurance, disclosure statements and a copy of the Builder's Bid form to the University official. Design professionals who have contract administration shall be responsible for coordination and the issuance of the notice to proceed and shall provide a copy of the notice to proceed to the Section.

Unless exempted, no capital improvement contract shall be awarded to other than the lowest responsible bidder.

## **6.6 Construction Manager (CM) and Design-Builder (D-B) Execution of Agreement**

In *Section 4, Selection of Professional Services*, the CM or D-B was selected. This sub-section takes the process from the selection of a CM/D-B to the contract negotiation phase, including pre-construction services, subcontractor prequalification, subcontractor bidding, self-performance of work, GMP Proposal analysis, contract amendment, and through the signing of agreements and amendments to agreements.

### **6.6.1 CM/D-B Contract Negotiations (Qualification Based Selection)**

Upon approval of the CM/D-B selection as described in *Section 4*, the FAMU PM shall schedule an initial negotiations meeting with representatives of the CM/D-B. FAMU PM directs the CM/D-B to review the standard agreement between Owner and CM/D-B, the FAMU Design Standards Manual, the Supplementary General Conditions for CM/D-B Agreements, and a copy of this Professional Services Guide on the FP&C website. If these documents are not available online, the FAMU PM shall provide copies of the documents on a compact disk (CD).

### **6.6.2 Construction Management Negotiations for Pre-construction Services**

FAMU PM directs the CM to prepare a proposal for pre-construction services in accordance with the Agreement and "*Guidelines for Construction Managers and Design Builders Preparation of Proposals for Preconstruction Services*," **PSG Exhibit 6.3**.

FP&C representatives meet with the CM/D-B to negotiate the pre-construction portion of the contract as follows:

- Two Phases of the Agreement: The agreement will consist of the following

two phases:

- The first phase of the agreement will be for pre-construction services, and will be compensated at a negotiated fixed fee amount for services to be performed. Design services for *Phase One* should include all necessary architectural and engineering services, as required and presented as part of the RFQ response, for development of a guaranteed maximum construction price (GMP). Phase one pre-construction services will include all pre-construction services identified in the agreement and presentation of a GMP. GMP development should be based upon paragraph 6.6.4 below.
- The second phase of the agreement is acceptance of the GMP and to include the GMP as an amendment to the agreement.
- Preparation of Agreement: Upon completion of successful negotiations, the FP&C prepares the Agreement between Owner and CM. After approval by the University General Counsel, the FP&C transmits four (4) copies of the agreement to the CM for execution.
- Distribution of Executed Agreement: Upon final execution of the agreement by the University President, copies of the agreement are distributed as follows: the CM, the FP&C, the University Accounting Office and the Design Professional.
- Pre-construction Agreement File: FP&C maintains a pre-construction agreement file containing: the pre-construction agreement, the pre-construction fee proposal and any additional information related to the pre-construction negotiation.

### **6.6.3 Design-Build Negotiations for Pre-construction and Design Services**

FAMU PM directs the D-B to prepare a proposal for pre-construction and design services in accordance with the Agreement and "*Guidelines for Design Build Preparation of Proposals for Preconstruction and Design Services,*" **PSG Exhibit 6.4.**

FP&C representatives meet with the D-B to negotiate the pre-construction and design service portion of the contract as follows:

- Two Phases of the Agreement: The agreement will consist of the following two phases:
  - The first phase of the agreement will be for pre-construction and design services, and will be compensated at a negotiated fixed fee amount for services to be performed. Design services should include all necessary architectural and engineering services, as required by this PSG and the Agreement when presented as part of the RFQ response, for development of a guaranteed maximum construction price (GMP). Prior to approval of the Advanced Schematic Phase, the D-B entity will confirm in writing that the available project

budget, to include design and construction costs, is sufficient for the completion of the project scope as indicated in the approved Facility Program. Standard design services should include completion of the design development documents or 50% construction documents; the extent of document development is dependent on the complexity, budget, scope and schedule requirements of each individual project. Design services shall be based upon:

- The PSG unless otherwise directed in writing
- *Design Professional Fee Proposal, PSG Exhibit 4.2*
- *Guidelines for Determining Design Professional Fees for University Projects, PSG Exhibit 4.3*

Fees negotiated shall reflect project complexity and scope of services required.

Pre-construction services will include all pre-construction services identified in the agreement, including the development and presentation of a GMP. Fees for pre-construction services shall be presented in the format from *Guidelines for Construction Managers and Design Builders Preparation of Proposals for Preconstruction Services,* PSG Exhibit 6.3. GMP development should be based upon paragraph 6.6.5, Guaranteed Maximum Price Proposal for CM/D-B, below. The firm will provide a written and itemized summary of all proposed design fees negotiated independently of the fee schedule prior to execution of the pre-construction agreement.

- The second phase of the agreement is acceptance of the GMP and to include the GMP as an amendment to the agreement.
- *Preparation of Agreement:* Upon completion of successful negotiations, the FP&C prepares the Agreement between Owner and D-B. After approval by the University General Counsel, the FP&C transmits four (4) copies of the agreement to the D-B for execution.
- *Distribution of Executed Agreement:* Upon final execution of the agreement by the University President, copies of the agreement are distributed as follows: the D-B, the FP&C, the University Accounting Office and the Design Professional.
- *Pre-construction Agreement File:* FP&C maintains a pre-construction agreement file containing: the pre-construction agreement, the pre-construction fee proposal and any additional information related to the pre-construction negotiation.

#### **6.6.4 Review of Insurance Issues**

Upon receipt of the signed amendment, insurance certificates and bonds from the CM/D-B, FP&C will provide the FAMU Office of Risk Management with insurance and bond documents for review to confirm compliance with the specifications.



### **6.6.5 Guaranteed Maximum Price Proposal for CM/D-B**

The Guaranteed Maximum Price Proposal (the "GMP Proposal") is the offer or proposal of the CM/D-B submitted in the FAMU prescribed format and forms setting forth the GMP prices for the entire work or portions of the Work to be performed during the construction phase.

#### **GMP Proposal Format**

When it's time, the proposed GMP for the entire Work (or portions thereof) shall be presented in the format described in "*Guidelines for Preparation of Construction Management or Design-Build Guaranteed Maximum Price Proposals*," **PSG Exhibit 6.4**. The University may request a GMP Proposal for all or any portion of the Project and at any time during the pre-construction phase. Any GMP Proposals submitted by the CM/D-B will be based on and consistent with the current scope of work, the associated estimates for construction costs and include any clarifications, variances, or assumptions upon which the GMP Proposal(s) are based.

#### **GMP Proposal Components**

GMP Proposals for the entire project will be the sum of the maximum Cost of the Work, and include the CM's/D-B's Construction Fee, General Conditions Costs, and Contractor's Contingency. The CM/D-B guarantees to complete the Project at or less than the final approved GMP Proposal amount and agrees that it will be solely responsible for any difference between the actual cost of the Work and that Amount. Any savings in actual costs below the GMP proposal amount shall be returned to the owner. The Construction Fee is the CM's/D-B's administrative costs and home officer overhead including profit, whether at the CM's/D-B's principal or branch offices.

#### **GMP Proposal Referenced Documents**

The CM/D-B, in preparing any GMP Proposal, will obtain construction documents from the designer as identified in the CM/D-B Agreement. The CM/D-B will prepare its GMP in accordance with the contract requirements based on the most current completed Construction Documents at that time. The CM/D-B will mark the face of each document of each set upon which its proposed GMP is based. The CM/D-B will send one set of those documents to the FAMU PM, keep one set and return the third set to the Design Professional.

#### **Bidding and Award of Construction Trade Contracts for CM/D-B**

The CM/D-B shall confirm to the following procedures when bidding and selecting trade Builders for the GMP proposal.

- **Bid Packages:** Prior to the pre-qualification and bidding processes, the CM/D-B shall provide its proposed structure of trade/bid packages to the Design Professional and FAMU PM for review and input. In subdividing the Work, the CM/D-B shall consider industry standards, the technical scope of the project, schedule, small/minority business, and any other considerations the CM/D-B, in its professional judgment, believes are appropriate.

Prior to beginning the trade Builder pre-qualification process, the builder shall provide its project-specific pre-qualification forms and a complete list of the name/number and scope of each trade package to the Design Professional and FAMU PM for review and input.

The CM/D-B shall provide draft bid packages to the Design Professional and FAMU PM for review and input. Such documents, which typically explain the particular scope of each trade package, shall be tailored to the project and to work at FAMU in general. The bid documents must also include or reference the "front end" specs and General Terms & Conditions of the construction documents, both of which apply to all trade Builders.

- **Advertisement and Pre-Qualification Process:** The CM/D-B must publicly advertise each bid package. While the bid openings are not required to be public, a university representative, generally the FAMU PM, must be present when they are opened by the CM/D-B.

The CM/D-B shall evaluate the standing, capability, staffing, licensing, and past performance of prospective trade Builders prior to bidding. For packages that the CM/D-B intends to bond, the pre-qualification process must include verification of each bidder's bondability.

The pre-qualification process can and should be undertaken before the formal Notice To Proceed (NTP) for construction is issued by FAMU, but no bids may be opened prior to such NTP. The advertisement for pre-qualification should be distributed widely enough to gain interest from a variety of qualified potential bidders to facilitate competitive pricing for the benefit of the University. The solicitation(s) shall be run, at a minimum, in trade publications in the region where the project is located. The advertisement(s) shall be updated throughout the pre-qualification process as necessary to clarify scope, dates, and other information, with copies of all advertisements provided to the Design Professional and FAMU PM.

Upon completion of the pre-qualification process, the CM/D-B shall provide a complete roster of qualified bidders (by trade package) to the Design Professional and FAMU PM. A "Trade Contractor Recommendation/Approval Form," contained in the FAMU Design Standards, shall be used by the CM/D-B for approval of each sub-contractor by the FAMU PM.

- **Pre-Bid Meetings:** Pre-bid meetings and/or site visits may be held for

certain trade packages depending on the scope, complexity, schedule, and other demands of the project. The CM/D-B shall make the determination in consultation with the Design Professional and the FAMU PM, each of whom shall attend such meetings. The CM/D-B shall record minutes during pre-bid meetings and shall assist the Design Professional in developing post-meeting addenda as needed to clarify the intent of the construction documents. A copy of all Pre-Bid Meeting records and notes by the CM/D-B and Design Professional shall be sent to the FAMU PM upon completion of all Pre-Bid Meetings.

- ***Bid Process and Format:*** The CM/D-B shall publish and distribute a schedule of all bid deadlines to the bidders, the Design Professional, and FAMU PM. This schedule should be consistent with the construction schedule itself so that "early start," critical, and/or long-lead trades are bid and awarded first. The CM/D-B shall also provide to the Design Professional and FAMU PM a schedule of bid openings, each of which must be attended by the FAMU PM and/or Design Professional.

In preparing for each bid opening, the CM/D-B shall draft a Bid Tabulation spreadsheet for each trade package using "*FAMU Bid Tabulation Form,*" **PSG Exhibit 6.2.** Actual bids shall be provided on the CM/D-B's forms, but bidders shall be required to itemize the value of materials and sales tax to facilitate the FAMU *Owner Direct Purchase Program* for certain items.

All bids are to be received in a SEALED envelope by the CM/D-B, who shall record or time-stamp each bid to verify a timely submission. As bids are opened and read aloud by the CM/D-B, each base bid and alternate or unit price number shall be recorded by both FAMU PM or Design Professional and the CM/D-B. Results of the bid opening are confidential unless required by law to be disclosed.

- ***Post-Bid Review:*** The CM/D-B may conduct post-bid discussions with the lowest and other responsive bidders as needed to confirm accurate pricing and a mutual understanding of the scope(s) of work. Such meetings shall take place within 10 business days of the bid opening, and the FAMU PM and Design Professional shall be invited to attend.

The CM/D-B shall determine if bidders – particularly the prospective awardee – properly included or excluded contractually-required work in its original bid. If not, **all** bidders shall be afforded the opportunity to revise and/or clarify their bids by providing such revisions or clarifications in writing in a SEALED package that shall be received and opened in a manner identical to the original bid process. The CM/D-B shall obtain written confirmation from any bidders who elect not to revise their original bids.

With the exception of multiple package discounts and packages worth \$100,000 or less, CM/D-B may not accept revised bids, which have increased by more than 3% during this post-bid review or "scoping" process without written explanation by the CM/D-B and written acknowledgment by the FAMU PM.

All post-bid price adjustments and related correspondence, notes, etc. shall be in writing and included in the bid package file.

- **Bid Tabulation & Award Recommendation:** When the analysis of bids, including any post-bid reviews, is complete, the CM/D-B shall formalize its recommendation for an award. At a minimum, such recommendation shall include finalized bid tabulations using the "FAMU Bid Tabulation Form," **PSG Exhibit 6.2**. The process is finalized with signatures by the CM/D-B and the FAMU PM and Design Professional acknowledging both the bid results and the recommendation for an award. The following shall be included – for each trade package – in one or more binders to substantiate the entire bid and award process:
  - Bid Award and Analysis form (executed)
  - Initial Bid Tab Summary (original from time of bid)
  - Final typed version of the Bid Tab Summary, including notation of all invited bidders who declined to bid
  - Bid comparison/analysis form to document initial bid and post-bid adjustments for all bidders
  - Original bids from each bidder
  - Written post-bid pricing revisions
  - Relevant post-bid correspondence (from each bidder)
  - Scope description (definition of work) for that trade package
  - Documentation of all small/minority business outreach efforts

NOTE: Where circumstances require it, award may be to other-than-low responsive and responsible bidders, but the award recommendation shall elaborate on the reasons for, and justification of, such awards.
- **Bid Savings and Formalization of Award:** To document the award of trade contracts, CM/D-B will prepare a change order to the Agreement for Design Professional's and University's review. Variances between the GMP estimate for each trade package and the actual award amount for same are annotated on the change order. See Section 8, "Contract Administration" for change order prep and submission.

### **Labor Burden Rate**

In an effort to determine a fair and reasonable rate for reimbursement of labor burden, FP&C will reimburse labor burden as a percentage agreed upon by the Director of FP&C and the CM/D-B. The rate will be determined after a review of the payroll and supporting records for the members of the construction team.

- FAMU Labor Burden Policy: FP&C will reimburse labor burden as a percentage of the total allowable benefits, as established by the U.S. Bureau of Labor Statistics for the construction industry. The labor burden will be determined for each member of the jobsite team billable under Staffing Costs.
- Labor Burden Implementation: The review will be conducted at the CM's/D-B's office that maintains payroll records. The labor burden rate will be verified prior to the negotiation of the Overhead & Profit and execution of the Agreement for CM/D-B services. The rate that is agreed upon will be effective for the full term of the contract.

The labor burden rate, as defined by the Bureau of Labor Statistics and for purposes of FP&C's review, will include:

- Paid leave (Vacation, Holiday, and Sick)
- Supplemental pay (Lump sum and Non-production bonuses)
- Insurance (Disability, Life, Medical Care, Dental Care, and Vision Care)
- A retirement plan
- Legally required benefits (Social Security, Medicare, Federal unemployment insurance, State unemployment insurance, and Worker's Compensation).

The "*Labor Burden Calculation and Verification Form*," **PSG Exhibit 6.5**, shall be signed by both FP&C and the CM/D-B, and become a permanent part of the project file.

### **Self-Performed Work**

CM/D-B contracts are awarded based on qualifications and experience. CM/D-B fees are negotiated with the most qualified firm after the selection process. It is to the University's advantage for the CM/D-B, to competitively bid out the trade contracts. While trade contracts may reasonably be awarded to the CM/D-B or its subsidiaries and related parties in certain circumstances, this practice increases the potential for non-competitive pricing.

- Prior Written Consent: Unless otherwise authorized by Director FP&C, all the Work shall be performed under trade contracts held by the CM/D-B. The CM/D-B shall not bid on any of the trade contractor work or perform such work with its own forces without the prior written consent of Director FP&C. The requirement to obtain prior written FP&C consent also applies to trade contracts with related parties, which share the same or related ownership, management, and/or administration.
- Written Disclosure: The CM/D-B is required to disclose, in writing, all related parties during the trade contractors bidding process. The CM/D-B's prequalification form shall contain a statement requiring all trade

contractors to disclose any related-party relationships. This is not the FP&C PM's responsibility.

Consent may be given either for the CM/D-B to bid on a specific portion of the Work or to submit a proposal for self-performance of the Work, together with two bids from other contractors for performance of that same work in compliance with University's policy.

Items that may be considered for self-performance under this policy include, but are not limited to:

- Work for which sufficient scope does not exist to attract trade contractor interest,
- Work for which the schedule spans a sporadic and broken time period over the duration of the project, which reduces Trade Contractor interest,
- Work which must be performed to eliminate safety violations or to remedy emergency conditions,
- Unforeseen work for which the timing has a significant and negative impact on the schedule of the Project,
- Work for which FP&C mandates an accelerated schedule to complete component parts of the Project,
- Circumstances such as completeness of architectural drawings, time required to generate appropriate bid packages and change order liability will be considered.
- Portions of the Work for which the Builder has a proven track record of performing such Work and for which the participation of the Builder would be advantageous to the University.

The CM/D-B shall use the "*Self-Performance of Work Approval Form*," **PSG Exhibit 6.6**, to request the performance of work with their own forces. If consent is granted for self-performed Work, the work will be paid for on a cost reimbursement basis with a guaranteed maximum price, unless two other competitive bids are received in compliance with Owner's policy. In that case, the work may be invoiced in the same manner as other trade contractors.

[1013.46, F.S.](#)

- Accept the CM's original or revised GMP Proposal, if within the University's budget, without comment;
- Accept the CM's original or revised GMP Proposal that exceeds the University's budget, and indicate in writing to the CM that the Project Budget has been increased to fund the differences; or
- Reject the CM's original or revised GMP Proposal because it exceeds either or both the University's budget and the independent third parties or Design Professional's estimate, in which event, the University may terminate this Contract.

When the GMP is accepted, the Design Professional shall provide a written recommendation stating approval. When all parties have reviewed and approved the GMP proposal, the FAMU PM will schedule the negotiation meeting.

If negotiations regarding terms of the GMP proposal are unsuccessful, FP&C may terminate negotiations with that firm and begin negotiations with the second ranked firm from the original selection. If negotiations with the second ranked firm are unsuccessful, FP&C may terminate negotiations with that firm and begin negotiations with the third ranked firm from the original selection. If negotiations with the third ranked firm are unsuccessful, FP&C may terminate negotiations with the third ranked firm and may select additional firms from the original pool or re-advertise the project. At any time during the negotiation process, FP&C may terminate negotiations entirely and reconsider the use of CM/design-build for the project or may re-advertise the project.

### **6.6.6 Acceptance of GMP.**

If the GMP is accepted, an amendment to the D-B agreement (the construction phase) will be implemented. If the GMP is not accepted, the University will follow the terms of the D-B agreement and compensate the firm in accordance with the terms of the agreement.

### **6.6.7 Preparation of the GMP Amendment**

#### **Design Build GMP Amendment**

The amendment should be for a lump sum price consisting of any additional professional design services (architectural and engineering), contractor fees, cost of construction (site work, building, furnishings and equipment) and all other costs necessary to provide for a complete, functional, and operational facility. Contract provisions should include, at a minimum, provisions for scheduled substantial and final completion dates or number of calendar days, allowances, liquidated damages, maximum project contingencies, buy-out savings and termination clauses.

Upon approval by University General Counsel, Bonds and copies of the GMP Amendment to the agreement are forwarded to the D-B for execution. Upon return receipt of the documents, a GMP Amendment is executed by the University President and the Amendment is distributed to the D-B and appropriate University departments.

#### **Construction Management GMP Amendment**

Upon successful negotiation of the GMP, FP&C prepares the GMP amendment to the Agreement between Owner and Construction Manager. The amendment shall establish the GMP amount, number of calendar days for completion, liquidated damages and shall reference any applicable supplements to the FAMU Design

Standards Manual. FP&C also prepares the Performance Bond and the Labor and Materials Payment Bond.

Upon approval by University General Counsel, Bonds and copies of the GMP Amendment to the agreement are forwarded to the CM for execution. Upon return receipt of the documents, a GMP Amendment is executed by the University President and the Amendment is distributed to the CM, Design Professional, and appropriate University departments.

#### **6.6.8 Transmittal of Amendment to Construction Manager/Design-Builder**

After approval by the University General Counsel, FP&C transmits four (4) copies of the amendment to the CM/D-B, together with four (4) copies each of the Performance Bond and Labor and Materials Payment Bond, for execution.

#### **6.6.9 Distribution of Executed GMP Amendment**

Upon final execution of the GMP amendment by the University President, the amendment is distributed (each with a set of bonds), as follows: the CM/D-B, FP&C, the University Accounting Office and the Design Professional.

#### **6.6.10 GMP File**

FP&C maintains a GMP file containing:

- The executed GMP amendment
- Trade contractor Pre-bid Meeting notes from the Design Professional and CM/D-B
- The Performance and Payment Bonds
- The insurance certificates
- The approved GMP proposal (including bid documentation from trade contractors)
- Recommendation letter from the Design Professional
- Documentation of the approval of the bonds and insurance reviewed by FAMU Office of Risk Management
- Documentation of the calculation for liquidated damages
- Any correspondence related to the GMP

### **6.7 Emergency Contracting**



Capital improvement contracting may be made pursuant to University Office of Procurement Services procedures where unforeseen or unavoidable circumstances occur:

- When human life, health, safety or state property is in jeopardy.
- To reconstruct facilities, construct new facilities and related site work due to fire, storm, riots, etc.
- Construction or repairs to immediately-needed equipment or facilities where delay would result in overall higher expenditures or cause the University to lose revenue due to not providing the service responsible for, but is not limited to, medical treatment, education, military armories.
- Where unsuccessful bids (see §3-330) occur, and the Section determines that additional advertising of bids would be futile.

## **6.8 Sole Source Contracting**

Sole source on capital improvements will be approved only when there are no other available sources to perform the required work. Sole source contracting does not relieve the statutory requirements for license, insurance and bonds; nor the requirement for processing all project plans and specifications through FP&C. Design professionals and FAMU PM shall discuss with the Director of Purchasing the circumstances which justify their sole-source request.

## **SECTION 7 CODE COMPLIANCE, PERMITTING AND INSPECTIONS**

By an act of the Florida Legislature, all construction in the State of Florida designed, or constructed after March 1, 2002, has to comply with the provisions of the Florida Building Code. State Universities were given the option of entering in to inter-local agreements with local permitting authorities, and allowing the local authority to provide plan review, permitting, and inspection services, *or* establishing their own program for these functions.

A building code enforcement program has been established at Florida A&M University to protect the public's life, health and welfare in the built environment. This protection is provided through the State's adoption of the Florida Building Code, and the application of the performance-based standards contained within it. The program will be administered by the University Environmental Health & Safety Division (EH&S) through review of plans and specifications and on-site construction inspections as required to ensure compliance with adopted codes and standards. For this purpose, EH&S has appointed a qualified Building Code Administrator (BCA) to manage the building code inspection department. The BCA has to be certified by the Council of American Building Officials and licensed by the Department of Professional Regulation as a Building Official.

This Section was produced to help guide Design Professionals, Builders, and university personnel through the permitting processes. It contains general procedures and sample forms for reference to assist with the overall process. Not all forms and procedures are used on every job. For example, a project requiring only electrical permits would not have to fill out items that do not relate to the scope of the work to be performed. The following SAMPLE forms are included for information purposes only:

- *"Applicable Codes and Standards", (Sample), " **PSG Exhibit 7.1***
- *"Permit Application Checklist", (Sample), " **PSG Exhibit 7.2***
- *"Application for Building Permit", (Sample), " **PSG Exhibit 7.3***
- *"Application for Electrical Permit", (Sample), " **PSG Exhibit 7.4***
- *"Application for Fire Suppression System Permit", (Sample), " **PSG Exhibit 7.5***
- *"Application for Mechanical Permit", (Sample), " **PSG Exhibit 7.6***
- *"Application for Plumbing Permit", (Sample), " **PSG Exhibit 7.7***
- *"Application for In House Maintenance Permit", (Sample), " **PSG Exhibit 7.8***
- *"Permit Application Attachment "A" - Subcontractor List", (Sample), " **PSG Exhibit 7.9***
- *"Contractor File Submittal Requirements", (Sample), " **PSG Exhibit 7.10***
- *"Letter of Authorization to Sign for Permits and Request Inspections", (Sample), " **PSG Exhibit 7.11***
- *"Contractor Information Sheet", (Sample), " **PSG Exhibit 7.12***

- *"Inspection Requests", (Sample), " PSG Exhibit 7.13*
- *"Inspection Request/Report Form", (Sample), " PSG Exhibit 7.14*
- *"Project Closeout - Certificate of Occupancy Checklist", (Sample), " PSG Exhibit 7.15*

The BCA's office is available to help guide FAMU PMs, Design Professionals, Builders, and other interested persons through this process. The BCA shall be contacted for current information and official forms to be used during the permitting and inspection process.

## **7.1 Summary of Procedures**

### **7.1.1 Design Reviews**

The FAMU PM or Design Professional shall submit the project drawings and specifications (proposed construction documents at the various phase) for review by the BCA for compliance with adopted codes and standards. After reviewing the documents, comments will be returned with appropriate references. A "Letter of Code Compliance" will be issued by the BCA upon resolution of all outstanding comments.

### **7.1.2 Building Permits**

Following bid award, the Builder shall apply to the BCA for a Building Permit, with two copies of the final bid/construction documents (signed and sealed by the project Design Professional) accompanying the application. Upon approval, one set of signed & sealed documents will be stamped by the BCA "Reviewed for Code Compliance" and returned to the Builder, who shall retain this set of documents and the building permit on site throughout construction.

### **7.1.3 Inspections**

The Builder shall be responsible for scheduling all required inspections by Authorities Having Jurisdiction (AHJs) and request a Certificate of Occupancy when the project is complete. The Design Professional shall attend significant/milestone inspections by the State Fire Marshal and shall engage with and respond to AHJs as needed.

### **7.1.4 Fees**

Fees related to document reviews and AHJ inspections shall be borne by the project.

## **7.2 Off-Campus Permitting**

The Design Professional, FAMU PM and BCA shall determine which authorities have jurisdiction, and ensure that the development of the project is fully coordinated with these agencies. Their requirements shall be accommodated in the documents so that all permits and approvals can be readily obtained. This coordination begins with the schematic design phase and must be completed prior to the bidding phase so that delays in the start of construction do not occur. Fees for related permits and approvals shall be borne by the project.

## **7.3 Applicable Codes and Standards**

The following is a partial listing of the Current Codes, Standards, and regulations listed in Florida Statutes:

2010 ... Florida Building Code, Including Building, Plumbing, Mechanical and Fuel Gas, with 2009 revisions.

2010 ... Florida Fire Prevention Code

2000 ... National Electrical Code (NFPA 70)

2006 ... National Electrical Safety Code

2008 ... Life Safety Code, NFPA 101

**1990... Portable Fire Extinguishers, NFPA 10**

**1997... Fire Sprinkler Systems, NFPA 13**

**1994... Residential Fire Sprinkler Systems, NFPA 13R**

**1992... Water-based Fire Protection Systems, NFPA 25**

**1993... HVAC, NFPA 90 A & B**

**2008... Fire Safety Code, NFPA 1 (effective July 1, 2001)**

(Plus others adopted by the Office of the State Fire Marshal, FAC 4A3.012)

### Hurricane Shelter Retrofit Requirements

*240.295 F.S.* – (BOR) Enhanced hurricane resistance standards include fixed passive protection for window and door applications to provide mitigation protection, security protection with egress, and energy efficiencies that meet standards required in the **130-mile-per-hour wind zone areas**.

... any campus building for which a design contract is entered into subsequent to July 1, 2001, and, which has been identified by the board, with the concurrence of the local emergency management agency or the

Department of Community Affairs, to be appropriate for use as a public hurricane evacuation shelter, must be constructed in accordance with public shelter standards.

[381.006\(6\) F.S.](#) - (Department of Health)

[633.554](#); [633.539](#); [633.085](#) F.S. - (State Fire Marshal)

**Storm Water Design and Permitting** - Contact Northwest Florida Water Management District

***Please note – this may or may not be a complete listing of all-applicable codes, statutes, and laws. Several other local, state, and/or federal agencies may be involved with the design and construction requirements of your project. It is the designer’s responsibility to investigate all applicable rules.***

## **7.4 Permits**

The BCA must issue a Permit to an applicant for the project specified on the Permit Application or provide a written explanation to the applicant giving reasons for refusal to issue a permit. Once the Permit is issued, the applicant will become the permit holder.

### **7.4.1 Prerequisites**

The BCA must issue, unless otherwise justified, a Permit to the applicant for the project specified on the application once the following conditions are met:

- **Proper application**: The required application forms and attachments must be properly completed and submitted by the applicant.
- **Document review**: The construction documents must have been reviewed and found to be in compliance with Florida Statutes and the applicable codes and standards. Also, two of the sets of documents must bear the "Reviewed for Compliance" stamp, signed and dated by the BCA, or a letter of code compliance signed by an approved consultant, bearing his license numbers, and copies of his licenses to perform this work.
- **Contractor’s licenses**: The BCA must secure a copy of the state and/or county licenses for the applicant before issuing the Permit, and for each of the other Builders before they begin work on the project.
- **State Fire Marshal (SFM)**: If required, the Builder, Design Professional, or FAMU PM must submit the construction documents to the SFM for review and approval. The University must receive written approval and a stamped set of construction documents from the SFM. A copy of this approval must be provided with the Building Permit Application.
- **Florida Department of Environmental Protection (FDEP)**: If review and approval of the documents by the FDEP are required, a copy of the approval letter must be attached to the Building Permit Application.

- **Flood Plain:** The civil engineer of record must certify that the project, as designed, complies with the FEMA criteria for flood plain management included in [CFR Title 44, Chapter 1, Part 60](#).
- **Threshold Buildings:** For threshold buildings, the University must secure the structural inspection plan from the architect or engineer of record. In accordance with Section [553.79\(5\)\(a\), F.S.](#), "the purpose of the structural inspection plan is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector must inspect the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency."

#### **7.4.2 Permit Content**

In addition to the same basic information about the applicant, the project, the Architect/Engineer of Record, and subcontractors who appeared on the Building Permit Application, the Building Permit must also include the following:

- **Notice:** "In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."
- **Asbestos:** Building Permits for the demolition or renovation of an existing structure must contain an asbestos notification statement which indicated the owner's or operator's responsibility to comply with the provisions of Section [469.003, F.S.](#), and to notify the Department of Environmental Protection of his intentions to remove asbestos, when applicable, in accordance with state and federal law.
- **Signature:** The Building Permit becomes active when signed and dated by the BCA.

### **7.5 Permit Applications**

The BCA shall enforce the requirements for submission of a Building Permit Application and ensure the proper review of the applications. These requirements include the following:

#### **7.5.1 Application Data**

The Building Permit Application shall provide basic information about the applicant, the project, the architect/engineer, and subcontractors.

- **Applicant:** The applicant or qualifying agent must be the entity or person responsible for the entire project and providing direct, onsite supervision

of the work they are performing. The application must include the name, street address, mailing address, phone number, fax number, and license number of the applicant requesting the Building Permit. The name and signature of the qualifying person for the state contractor's license plus additional information as required on the application must be provided.

- **Project:** The project name, project number, project street address, value of construction, and a description of the work to be performed must be included in the permit application. The building height, construction type, occupancy classification, and square footage of each occupancy classification must also be provided.
- **Architect/Engineer:** The name, address, telephone number, and fax number of the prime Architect/Engineer of Record must be provided on the application.
- **Subcontractors:** The application must also include a Subcontractor List to designate the subcontractors by state license types. The applicant must indicate which types of subcontractors will be utilized, and provide the name, street address, mailing address, telephone number, fax number, and state contractor's license number of each subcontractor. The qualifying agent's name and signature must also be provided.

### **7.5.2 Application Attachments**

The applicant must attach copies of state and or county licenses, insurance documentation and any approval documents applicable to the project. It is the responsibility of the applicant to provide these documents with the Building Permit Application. If not attached, they must be forwarded later to the BCA before a Building Permit will be issued.

- **Licenses:** In accordance with Subsection [489.131\(5\), F.S.](#), the BCA must ascertain that the applicant and subcontractors are certified or registered for the work before issuing a permit. Copies of state licenses of the applicant and subcontractors must be attached to the Building Permit application. If any subcontractors are added later, the applicant must provide the appropriate data and copies of state licenses before they begin construction.
- **State Fire Marshal (SFM):** If review is required by the SFM, a copy of the approval letter must be attached to the Building Permit Application.
- **Northwest Florida Water Management District (NFWWMD):** If the documents must be reviewed and approved by NFWWMD, a copy of the approval document(s) must be attached to the Building Permit Application. Approval is required prior to issuance of a building permit.
- **Flood Plain:** The civil engineer of record must certify the project, as designed, complies with the Federal Emergency Management Agency (FEMA) criteria for flood plain management included in [CFR Title 44, Chapter I, Part 60](#). This certification must be on the construction documents.

- **Threshold Building:** If the project includes a threshold building, the applicant must attach a copy of the structural inspection plan and shoring/reshoring plans. A copy of the Threshold Inspector's license must be included along with resumes and qualifications of any authorized agents.
- **Code Review:** If the construction documents have been previously reviewed for compliance with Applicable Codes and Standard by Plans Examiners, a copy of the approval documents shall be included.
- **Construction Documents:** *One set of construction plans and specifications must be included with the Building Permit application.* If the level of work requires the involvement of a Design Professional as described in [Chapter 471](#) and [Chapter 481](#), F.S., these documents must be signed and sealed by the Architect/Engineer of Record. If the level of work does not require the involvement of a Design Professional as described in Chapter 471 and Chapter 481 of the Florida Statutes, and no professionals were involved in the preparation of the documents, the documents must be prepared and signed by the licensed contractors, including state license numbers.
- **Structural Criteria/Calculations:** The applicable structural criteria must be listed on the drawings. Any necessary structural calculations must be provided in a bound document, upon request of the Plans Examiner.

### **7.5.3 Application Review**

The Building Permit Application will be date-stamped and receive a preliminary review for completeness. If the Building Permit Application submittal is incomplete, the reviewer must promptly notify the Applicant of the items, which must be provided.

## **7.6 Document Review**

The BCA must ensure those construction documents submitted with the Building Permit Application are reviewed for compliance with all applicable codes and standards. Once reviewed, the plans and specifications must be stamped "Reviewed for Compliance"; then signed and dated by the BCA.

- **Codes & Standards:** The minimum applicable codes and standards are listed in [553.19, F.S.](#) and [553.73, F.S.](#) The Florida Building Commission, by revising their [Rule 9B-3.047, F.A.C.](#) may adopt later versions of these minimum codes. The list of currently Applicable Codes and Standards must be included with the Building Permit. (See List Included).
- **Plans Examiners:** The BCA, his designee, or consultant must review the construction documents for compliance with applicable codes and standards.
- **Signature/Seals:** If the level of work requires the involvement of a Design Professional as described in Chapter 471 and Chapter 481 of the Florida



Statutes, these documents must be signed and sealed by the Architect/Engineer of Record. If the level of work does not require the involvement of a Design Professional as described in Chapter 471 and Chapter 481 of the Florida Statutes, and no professionals were involved in the preparation of the documents, the documents must be prepared and signed by the designer.

- **Requirements:** The construction documents must be reviewed for compliance with Florida Statutes and the Applicable Codes and Standards that include the following:
  - Construction Documents - Some requirements are in [553.79\(6\), F.S.](#)
  - Threshold Building - In accordance with 553.79(7), F.S. the BCA must require a statement by the Architect/Engineer of Record on the plans that, "to the best of the architect's or engineer's knowledge; the plans and specifications comply with the applicable minimum building codes and the applicable fire safety standards...."
  - Calculations - Any calculations (e.g., structural, Energy Code) required demonstrating compliance or presenting the basis for compliance with Florida Statutes, and the applicable codes and standards must be properly reviewed.
  - Reports - Any reports (e.g., soils) required demonstrating compliance or presenting the basis for compliance with Florida Statutes, and the applicable codes and standards must be properly reviewed.

## **7.7 Licensure Verification**

The BCA shall verify and enforce the requirements for construction licensure as required by Florida Statutes prior to issuing a construction permit. These requirements include the following:

All Builders must be a Florida Certified Contractor, or a Florida Registered Contractor and hold a Leon County Contractor License (or in the county in which the construction is to be performed),  
In accordance with *498.105, F.S.*

All Builders and sub-contractors must provide proof of insurance to the BCA as required in Florida Statutes. This includes proof of general liability insurance, and workers compensation insurance.

## **7.8 Inspection Requests**

All projects will require detailed code compliance inspections during the construction phase. The disciplines normally include, but are not limited to,

mechanical, electrical, plumbing, gas, fire suppression, and general building. The permit holder shall make all permits, drawings, specifications and change documents affecting codes available to the inspectors. The University or their designee will provide inspection personnel. The State Fire Marshal's office is responsible for enforcing the Uniform Fire Safety Standards, including but not limited to the Life Safety Code, NFPA 101 (and other adopted NFPA codes) and must be contacted according to their requirements.

The permit holder shall call the telephone number on the permit card to request an inspection. The requestor shall be ready to provide the information required to complete the Inspection Request/Report Form (attached). Inspection requests may be made by phone or by e-mail. The permit holder may indicate the time of day, in general, that the inspection is desired. The inspectors will try to accommodate these time-of-day requests, but it may not always be possible. Inspections will not be made on official holidays or weekends. In the event, a code inspector cannot inspect the work when requested, the work must not be concealed. Work not inspected and approved prior to concealment shall be uncovered for inspection. All time and costs for uncovering and reconstruction of such work shall be borne by the Builder.

It is the permit holder's responsibility to manage the sequence of work and request the inspections in a timely manner. The permit holder shall not request an inspection unless all the related work is complete for an entire building, floor, building wing, system, or recognizable portion, so the Builders and inspectors can readily track the progress of the work. Work shall not proceed to the next step on any part of a building, structure, electrical system, gas system, mechanical system, or plumbing system until the previous step has been inspected and approved by the BCA or his representative.

The permit holder and his subcontractors are responsible for ensuring the work is completed in accordance with Applicable Codes and Standards. The permit holder is required to make all portions of the work available for inspection and provide the means (e.g., ladder) for it to be inspected. The permit holder must be available during the inspection. The appropriate subcontractor shall be available during the inspection. If not, the opportunity of an on-site discussion with the inspector will be lost.

## **7.9 Inspection Reports**

The permit holder shall provide a copy of each inspection report to the Architect/Engineer of Record in a timely fashion. The Architect/Engineer of Record and this office shall approve deviations from the permitted documents. The permit holder shall anticipate the need for this written approval and provide it to the inspector at, or before, the time of inspection.

The inspector's function is to inspect the work and document the results of the inspection. The inspector is not responsible for directing the Builders "how to correct a violation."

If after reviewing the work with respect to the applicable codes and standards, a Builder believes a violation was cited incorrectly or wishes to request a variance, the Builder shall contact the BCA in writing (Fax is acceptable). The Builder shall state in writing the inspection date, project title, permit number, applicable drawing number(s), applicable specification section number(s), applicable code section number(s), and an explanation of why the Builder believes the code violation was incorrectly cited or a variance is warranted. The BCA will then evaluate the request and proceed appropriately.

Usually, the report results will indicate one or more of the following:

- Passed: This indicates that all items related to a particular inspection have been inspected and are in accordance with the applicable codes.
- Corrections Made: This is used when a re-inspection of previous violation reveals that the item has been completed in accordance with the applicable codes.
- Re-inspection Required: This confirms that a re-inspection is required for a particular item. A "Failure" or "Not Ready" automatically implies that re-inspection is required.
- Not Ready: This will be used to indicate that a significant quantity of items related to a particular inspection have not been installed at all, or have been installed incorrectly. If the inspector finds three different code violations related to a particular inspection discipline, he shall terminate the inspection, writes, "Inspection Terminated" below the third violation of the report and designates the result as "Not Ready."
- Failed: This will designate the violations have been found, and a description shall be included in the space provided on the report.

## **7.10 Final Certificate**

The issuance of a Final Certificate completes the Building Code Administration process. The permit holder must request a Certificate of Occupancy after completion of a new building, building addition, or a renovation if an occupancy change occurred. The permit holder shall request a Certificate of Completion if occupancy was not an issue. The permit holder must request the certificate in writing from the University.

Before the certificate can be issued, the following items must be submitted in writing, as applicable:

- Request: Notification from the qualifying agent of permit holder requesting a Certificate of Occupancy or a Certificate of Completion, certifying all code violations have been corrected.

- Final Reports: A copy of all the final code inspection reports must be included.
- State Fire Marshal Approval: Copy of the inspection approval letter from the State Fire Marshal.
- Elevator Approval: Copy of the elevator inspection approval reports from the Department of Business & Professional Regulation.
- Special Inspector: Letter signed and sealed by the special inspector certifying the threshold building complies with the permitted documents, structural construction, and shoring and re-shoring plans as submitted.
- Flood Plain Certification: Letter signed and sealed by the engineer of record that the structure, as constructed, meets or exceeds the flood-plain criteria defined in the FEMA document 44CFR-Part 60.
- Other Certifications: Copy of any other certifications by the architect, engineer, and/or Builders required by other jurisdictions such as the Florida Department of Environmental Protection, county health unit, etc.

## 7.11 Other Information Required

If any other governmental organization is involved in the design and review of any project, then this information shall be provided to the BCA's office with the permit application.

**Notice**: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county.

**Notice**: If this project involves the disturbance or removal of asbestos, it is the permit holder's responsibility to ensure compliance with 469.003, F.S., and notify the University Department of Environmental Health and Safety. If this project involves the demolition or renovation of an existing structure, it is the owner's responsibility to ensure compliance with 469.003, F.S., and notify the University Department of Environmental Health and Safety.

## 7.12 Signing and Sealing of Design Drawings

***CONSTRUCTION DOCUMENTS IN THE STATE OF FLORIDA ARE REQUIRED TO BE PREPARED BY LICENSED ARCHITECTS AND/OR ENGINEERS. THE FOLLOWING IS A LIST OF PROJECTS EXEMPTED BY STATUES.***

Excerpted from ***Chapter 471 (Engineering) of the Florida Statutes***, the following persons are not required to be a Florida registered engineer:

471.003 F.S.

(b) A person acting as a public officer employed by any state, county, municipal, or other governmental unit of this state when working on any project the total cost of which is \$10,000 or less.

(i) Any electrical, plumbing, air-conditioning, or mechanical contractor whose practice includes the design and fabrication of electrical, plumbing, air-conditioning, or mechanical systems, respectively, which he installs by virtue of a license issued under chapter 489, under part I of chapter 553, or under any special act or ordinance when working on any construction project which:

1. Requires an electrical or plumbing or air-conditioning system with a value of \$50,000 or less; and

2. Requires an aggregate service capacity of 600 amperes (240 volts) or less on a residential electrical system or 800 amperes (240 volts) or less on a commercial or industrial electrical system;

b. Requires a plumbing system with fewer than 250 fixture units; or

c. Requires a heating, ventilation, and air-conditioning system not to exceed a 15-ton-per-system capacity, or if the project is designed to accommodate 100 or fewer persons.

***Excerpted from Chapter 481 (Architecture) of the Florida Statutes***, the following persons are not required to be a Florida licensed architect:

481.229 F.S.

(1) No person shall be required to qualify as an architect in order to make plans... for:

(a) Any building upon any farm for the use of any farmer, regardless of cost; or

(b) Any one-family or two-family residence building, townhouse, or domestic out-building appurtenant to any one-family or two-family residence, regardless of cost; or

(c) Any other type of building costing less than \$25,000, except a school, auditorium, \*or other buildings intended for public use, provided that the services of a registered architect shall not be required for minor school projects pursuant to 235.211, F.S.

Notes:

The dollar values referenced above must be real construction costs, including all material and labor for the project. If we do not feel that the values provided are correct we may ask that you itemize labor/material costs with substantiating data from a recognized and current estimating standard.

\*Buildings or construction in areas where the public is invited. Private office buildings, storage facilities, telephone equipment buildings, for the exclusive use of the owner (not tenants), are examples of buildings that may not require signed & sealed plans.

## 7.13 Permitting of Maintenance and Repair Work

This guideline is to help determine the scope of maintenance work that will require a maintenance permit and inspections.

First, the normal repair and replacement of isolated items, such as a light fixture, air conditioner, water heater, plumbing fixture, door, etc... does NOT have to be inspected. Repair to existing equipment that does not change the original design of the equipment does not have to be inspected. The same is true for work that is not specifically covered by one of the technical codes. This includes, floor coverings, painting, and the repair of existing equipment. (As a note, paint and floor covering is covered in the code as it applies to flame spread ratings, and the amount of smoke developed by combustion. Care should be taken to buy products with at least a Class B finish rating.)

The only exception to the above is if:

- The total cost of the repair project exceeds \$10,000.00
- The repairs are contracted to a party that is not an employee of this University.
- The repairs include required upgrading of other related systems, such as larger electrical wire, additional gas piping, new vents or waste piping, etc...

The items being replaced shall be of the same kind and quality as those being replaced. As an example, you would not replace a fire rated door with one that is not rated.

Also, if it is easily achievable, then the replacement items shall be replaced with items that meet all of today's codes. As an example, if an electrical receptacle adjacent to a sink is replaced, then the new one installed shall be ground fault protected. If door hardware is replaced, then ADA compliant hardware shall be used. If a garden hose valve is replaced, install a vacuum breaker, etc...

The following is a list of typical types of projects that SHALL be inspected. This is not an all-inclusive list, but if there is any question, I will be happy to discuss it with the parties involved. These items include:

- Building Projects: Any modification of any load-bearing member such as foundations, walls, beams, rafters, trusses, joists, etc... Any new construction of a building or structure. The sub division of a large room into two or more smaller rooms, and vice versa. Relocation or altering the swing of any exit door. Replacement of panic hardware, or the installation of any access control devices. Any modification to or installation of stairs, ramps, steps, handrails, or guard rails, except for normal maintenance. In residential sleeping rooms, the replacement of any fixed or operable window.
- Electrical Projects: Pulling of wire in conduit, whether new or replacement. Replacement of any service entrance conductors or main

feeders, or grounding conductors. The installation of any new switchgear, panels, sub panels, transformers, or motor control circuits or centers. Installation of new generators or the relocation of existing generators. Any modifications to fire or security alarm systems.

- HVAC Projects: Installation of any new air conditioning equipment, not replacement of existing units. Relocation or addition to main trunk ducts, not relocation of flex connected supply grilles. Any upgrade of electrical service, or hot or chilled water piping associated with HVAC work.
- Plumbing Projects: Any new vent, waste, or soil piping. Any work on supply piping that is on the supply side of the cut off valves (stops). New water or sewer mains. New back-flow prevention device installation. Any fuel gas piping. Water heater installation that requires the installation of new TEP relief valve piping. Major repairs or replacements of water and sewer lines.
- Misc. Mechanical Projects: Any modifications to or the installation of chill or hot-water piping. Installation of new circulation pumps, chill or hot water. Installation of or modifications to any boiler, boiler control, or boiler safety device. Replacement of chillers. Replacement of boilers. Repairs to or installation of any medical or lab gas piping. Fume exhaust hood installation. Repairs to or installation of new grease hoods over commercial type cooking equipment. New vents or chimneys or major repairs to vents or chimneys.
- Roofing Projects: Any re-roofing project. Any roof repair that exceeds \$5,000.00 in cost. Any repair of rotted wood associated with the roofing repair.

## **SECTION 8      CONSTRUCTION ADMINISTRATION BY DESIGN PROFESSIONAL AND BUILDER**

### **8.1      General Administration**

For construction administration, FP&C looks to the Builder to carry out the construction documents and communicate openly with the Design Professional and FAMU PM. We look for the Design Professional to monitor the construction, alert to whether the Builder has carried out the design intent, and the contract requirements related to quality of workmanship and materials. Parallel to the Design Professionals are the duties and responsibilities of the FAMU PM to monitoring progress throughout the duration of the construction contract and provide cost, schedule, and quality control. Meeting this challenge successfully will achieve the objective of delivering a quality facility meeting the University's needs, on time, and within budget.

#### **8.1.1      Roles of the Parties**

The Design Professional shall provide construction administration services as described in the Agreement and this PSG. The information contained in this PSG is supplementary to the Agreement, and the Agreement shall take precedence over the requirements of this PSG in the event of conflicts regarding construction administration services.

The Design Professional and its consultants are expected to act and serve in the best interest of the University throughout the Construction Administration and Warranty phases, regardless of project delivery method. In the case of Design/Build delivery, typically, no additional professionals will be retained to provide oversight, so the Design Professional is expected to provide thorough and unbiased representation and service without regard to any conflict(s) of interest associated with the Design/Build contractual arrangement.

During the construction phase, the Design Professional will interact with the Builder as well as the FAMU PM. Overall, the construction team is comprised of the Builder, the Design Professional, FAMU PM, and User group, plus all their individual team member's subcontractors, sub-consultants, and University project stakeholders.

The FAMU PM has the single-point responsibility normally performed by the person assigned to the project at project initiation and represents the University to the Builder. This single-point designation is critical to the success of the entire project, budget, adherence to design intent, scope, schedule and the receipt of all required deliverables. The FAMU PM has the primary authority to act on behalf of the University in contractual matters.



The Design Professional is the interpreter of the drawings and specifications and is responsible for:

- Project Design
- Communications: Reporting to the FAMU PM and facilitating communications between the University, Builder, and Design Professionals consultants
- Record Keeping: Record keeping, which includes communications, meeting minutes, contracts for construction, change orders and change directives, reports/program data, photographs, specifications and addenda, drawings, accounting records, and construction administration forms.
- Monthly Construction Status Reports:
- Requests for Information (RFI): Timely response to RFIs and detailed logs that summarize the status of all RFIs.
- Document Changes: Tracking of all changes in the construction documents such as:
  - Written amendments to the contract aided by both parties
  - Change orders
  - Construction change directives
  - Written order for a minor change in the work issued by the Design Professional
- Contractor Payments: Review and approval of Builder's payments which include:
  - Receipt of the Builder's application for payment
  - Review and approval of application for payment and schedule of values are completed correctly and free of mathematical errors.
  - Site visits to observe the quantity and quality of the work and materials suitably stored on the site comparing, item by item, with the Builder's request. The Design Professional cannot approve any work that is not in place at the time of the site visit inspection. If the application for payment includes the value of materials stored off the site or work in process in off-site workshops, the Design Professional cannot approve payment unless the University and Builder have so agreed in writing.
  - In signing the application for payment, the Design Professional **certifies** that he or she has reviewed the work at the site, has found it in accordance with the contract documents, schedule, and approve the release of money for that work. This action is not to be taken lightly. The entire project team rely on the accuracy and integrity of the Design Professional's certificate, and expect that the Design Professional will perform this function carefully, honestly, and with due diligence.

- Submittal Review: Submittals shall be reviewed and approved by the Design Professional and become part of the permanent record of the projects.
- Field Reports and Records: The University expects our Design Professionals to know how to conduct a thorough field observation and how to properly report relevant information to the University. When conducting a field report, the Design Professional shall be accompanied by a Builder's representative, and if possible the FAMU PM, to facilitate direct communications with the project team. The Design Professional shall have a system in place to track the status of issues for field reports until they are resolved. Field reports shall include the following:
  - Date of visit
  - Time
  - Weather and temperature
  - Notes about conditions, especially potential problems
  - A plan of the site that is annotated and keyed to the written report
  - Photographs to document the condition of the work in progress and to show its degree of completion
- Completion and Closeout: The University expects the Design Professional to maintain focus on quality construction and project administration through the contract and not ignore small details during the completion phase that might cause performance problems later.

### **8.1.2 Monitoring of Budget, Scope, and Schedule**

Prior to the award of contracts, the FAMU PM allocates project funds and records the project budget with the University Comptroller Office using a FAMU Requisition Form. This project budget includes a construction contingency allowance to cover changes required during construction.

Throughout the construction phase, the University expects the Design Professional to work with the Builder, and the FAMU PM to pro-actively avoid and resolve potential cost "extras" and to keep the all informed of any potential cost and/or schedule impacts on the Project. The Design Professional and FAMU PM have no authority to approve changes. Only the Director FP&C has authority to increase or decrease the programmed scope of work and to approve corresponding added costs.

Neither the Design Professional nor the FAMU PM has authority to respond to a University request for a change in design or program. Any such requests *shall be directed to the* Director FP&C and shall not be entered as RFI or CB without approval of the Design Professional and FAMU PM.

University work (except for Small Projects) is generally performed under construction management (Builder) with a guaranteed maximum price. The

Builder has broad responsibilities for scheduling and coordination of the Work of other subcontractors. The Design Professional must be familiar with construction management responsibilities and must keep abreast of the status of all Builders' work, be responsive, communicative and facilitate decisions that promote the smooth progress of the Work.

### **8.1.3 Resumes for CM/GC's Personnel**

The CM/GC shall submit to the FAMU PM, at least one week prior to the Preconstruction Meeting, a resume for each principal staff member who will work on the project, including CM/GC PM, Superintendent, Foreman, and Quality Control Representative.

Resumes shall include, at a minimum, educational background, length of time with the company, and past work experience, with an outline of responsible positions held.

The University reserves the right to interview and to reject any staff member for specific reasons and request new resume submissions.

### **8.1.4 Security and Personnel Identification**

All Builders are required to wear University approved numbered identification badges on outer garments above the elbow level while on University premises.

Any Builder personnel not complying with this requirement will be denied access to the University or will be escorted off the premises by University security personnel.

The Builder is required to provide the University a complete list of workers who will be on the job site five (5) working days prior to the start of Work. Any changes in site personnel must be reported to the University in writing immediately. To be included on the list of workers are the names and badge numbers for each worker on site.

### **8.1.5 Notice To Proceed**

Once the Contract and Bonds have been executed by all appropriate entities, the University will issue a formal "Notice To Proceed." Depending on the project, the FAMU BCA may or may not issue a building permit for mobilization and initial work. If the project requires a building permit, the Builder shall make sure the FAMU PM receives a copy.

The Notice to Proceed also:

- Identifies the FAMU PM that will schedule the Pre-Construction Meeting
- Reminds the Builder to submit within 14 days a construction schedule covering the beginning stages of the Work, per the General Terms and Conditions
- Requests that the Builder starts submitting product data

**Note: The University does not issue Notice to Proceed nor permit any Builder to start work without a fully executed contract.**

### **8.1.6 Construction Meetings**

#### **Pre-Construction Planning Meeting**

On some projects, the University may conduct a planning meeting immediately prior to the Pre-Construction Meeting. The purpose is to discuss the agenda for the Pre-Construction Meeting, to clarify the University's construction administration procedures and expectations for the Builder's and Design Professional's construction administration. This meeting will include the Design Professional and the FAMU PM, but does not include the Builder.

#### **Pre-Construction Meeting**

Immediately, prior to starting construction, a pre-construction conference shall be arranged by the FAMU PM and attended by the Design Professional, the Builder, User Group representatives, relevant University agencies, and other interested parties. The purpose of this pre-construction meeting is to discuss the requirements and responsibilities of the various parties as outlined in this PSG, the General Terms and Conditions, and the construction documents. The Builder's Project Manager shall chair this meeting, and the Design Professional shall provide the minutes of the proceedings to all participating parties. The Design Professional shall deliver a copy of the minutes, including the sign-in sheet, to all parties within five (5) business days of the meeting. Technical questions, if any, shall be converted by the Builder to formal Requests For Information (RFIs). The purpose of the Pre-Construction Meeting is to:

- Allow participants in the construction process to meet each other
- Define roles and responsibilities of participants and channels of communication
- Discuss general conditions of the contract, general requirements of the project and related University procedures
  - Discuss the schedule::
  - Critical dates/Issues
  - Builder's submittal of full project schedule
  - Mobilization

The Builder shall use the "*Pre-construction Meeting Guide*," **PSG Exhibit 8.1** to use as an Agenda during the Pre-construction meeting.

### **Construction Meetings**

Construction Progress Meetings, per the Agreement, are held throughout the duration of construction at intervals agreed upon by the FAMU PM, the Builder and the Design Professional, generally every two weeks. Participants shall include the Design Professional and/or its consultants, the FAMU PM, the Builder, User Group representatives, and other University entities as needed. The Design Professional will conduct the progress meetings and write and distribute meeting minutes. Each subsequent meeting and meeting minutes shall discuss and document respectively; all unresolved issues; actions to be taken, by whom and when; and shall be distributed to all attendees within seven calendar days of each meeting.

The Design Professional's attendance at a construction progress meeting does not, in itself, constitute a construction observation site visit.

These meetings shall address the items below, as a minimum:

- Evaluation of project progress by the Design Professional and the Builder, including a comparison of current project status to the approved project schedule (to be reviewed with the FAMU PM prior to each scheduled conference)
- Payment requests.
- Change orders.
- Special problems and remedial actions, and results of previous remedial actions.

### **Special Construction Meetings**

The FAMU PM, Design Professional, or Builder may call special construction conferences to resolve problems or to ensure that the project is progressing in a satisfactory manner.

The FAMU PM, the Design Professional, and the Builder shall attend all scheduled progress meetings or special construction meetings. When required, other consultants, subcontractors, representatives of federal agencies and other parties shall attend.

The agenda for special construction meetings shall be developed by the requestor and the agenda distributed to all attending parties, at least 24 hours, prior to the meeting. The Design Professional will record and distribute the minutes.

### ***8.1.7 List of Subcontractors***

The Builder submitted a list of subcontractors and a list of sub-subcontractors and material or equipment manufacturers to the Design Professional as part of

the GMP Proposal documents. The Design Professional shall ensure that the approved list of subcontractors is current at all times. On projects with federal funding, specific forms shall be provided for this purpose. The Design Professional must ensure that these forms are current and copies are provided to the FAMU PM.

### **8.1.8 Clarification of Drawings and Specifications**

The Design Professional shall ensure that changes to drawings and specifications prepared in response to a request by the Builder for clarification do not change the scope of the project. Changes in scope shall be handled by change order. Clarifying drawings shall contain the statement, *if the clarifying drawings or specifications modify the scope of the basic contract, the Builder shall notify the Design Professional immediately.* Copies of any clarifying drawings or specifications and the Design Professional's transmittal shall be supplied to the FAMU PM and FAMU BCA.

### **8.1.9 Monthly Construction Status Reports**

A Builders *Monthly Construction Status Report*, **PSG Exhibit 8.2** shall accompany the Builder's monthly Payment Request.

Observation reports by the Design Professionals are required once a month at a minimum. The use of the standard A.I.A. Document G-711 "Architect Field Report" shall be used. Reports are to be maintained on file by the Design Professionals and shall be provided to the FAMU PM on a monthly basis as an attachment to the *Construction Status Report*.

Minimal observation reports shall include but not limited to the following phases of construction:

- Foundation.
- Roof deck.
- Roofing and Insulation,
- Mechanical Equipment Installation.
- Electrical Equipment Installation
- Prior to application of the interior wall, backfilling trenches, laying concrete, and ceiling finishes concealing the work (i.e. plumbing, electrical, HVAC) shall be observed.
- Plumbing equipment and fixtures.

### **8.1.10 Project Management Information Reporting (PMIS)**

As described in the General Terms and Conditions, the PMIS is the primary method for documenting, recording, and reporting project information. A PMIS Draft shall be developed within the first 30 days from the Notice to Proceed and adjusted to project Team's satisfaction covering the following four major subsystems:

- Narrative Reporting
- Schedule Control
- Cost Control and Estimating
- Project Accounting and Project Cost

### **8.1.11 Questions and Requests for Information**

Any party may initiate a question or request for information regarding the work involved in the Project. These issues are submitted, routed, tracked and responded to entirely by the Design Professional.

A "Question" is a request for clarification, interpretation or additional information regarding the Work described by the Contract Documents or the conditions relating to performance of the Work. When a Question is initiated, it is directed to the Design Professional. If the Design Professional can answer the Question immediately, he/she will do so. If the Question or request requires a research response from the Design Professional or their consultants, the Design Professional will coordinate the action. A Question that is forwarded to the Design Professional is called a "Request for Information" (RFI). The Design Professional will then respond to the RFI, forwarding it back to the Builder with a copy to the FAMU PM. Questions, RFIs and responses are available for review to all parties through the Design Professional.

The Design Professional's response to an RFI shall not direct any Change in the Work, nor shall the Design Professional's response be a request for a cost proposal. Changes in the Work are handled strictly per the General Terms and Conditions and as described below later in this Section. If FAMU PM, in consultation with the Design Professional, believes that a Change in the Work may be necessary, then FAMU PM will authorize the Design Professional to issue a *Change Order Proposal*.

### **8.1.12 Schedule of Contract Values**

Prior to the first Application for Payment, the Contractor shall submit a Schedule of Contract Values as required by the Contract Documents. This Schedule of Values shall be sufficiently detailed and accurate to give a true indication of the

distribution of cost, and balanced so as to neither "front end load" or back end load" such cost distributions.

The Design Professional shall review the Schedule of Contract Values to ensure that it accurately reflect the distribution of costs in the project. The breakdown shall clearly identify cost of site work and outside utilities. The Schedule of Contract Values, approved by the Design Professional (and such approval confirmed by the FAMU PM), will be the basis for evaluating **ALL** the Contractor's subsequent Applications for Payment. The Design Professional shall submit a copy of the approved Schedule of Contract Values to the FAMU PM. If the Design Professional feels the schedule of values is distorted, the contract shall be asked by the Design Professional to produce substantiation for the questionable items.

#### **8.1.14 Claims / Disputes**

Design professional, as the Builders' primary contact, will receive notices and claims as required in the General Terms and Conditions and will consult with the FAMU PM as appropriate. The FAMU PM will involve the Design Professional in any issue that involves a change in design, function, quality, schedule and/or cost.

#### **8.1.15 Construction Schedule**

Within 30 days after the Notice to Proceed, the Contractor shall submit to the Design Professional a construction schedule showing the order in which the Contractor proposes to carry on the Work, including the dates on which each task will commence, the dates for completion, and indicate the percentage of Work scheduled for completion at any given time during the contract.

The Design Professional shall monitor the construction schedule, entering the actual progress on the construction schedule at the end of each workweek or at such intervals as approved by the FAMU PM.

A copy of the updated construction schedule shall be submitted with each of the Contractor's Applications for Payment.

#### **8.1.16 Percent for Art Program**

Some projects will include installation of artwork by an artist under contract to the University. If additional Design Professional services are needed for coordination or integration of artwork into the design/construction of the facility, the FAMU PM will inform the Design Professional.



## **8.2 Quality Control**

### **Builder**

Quality control is entirely the responsibility of the Builder, as stipulated in the General Terms and Conditions. The Builder is responsible, for submitting at the Pre-Construction Meeting, a description of their system for inspecting work and controlling quality.

### **Design Professional**

The Design Professional has primary responsibility, per its contract with the University, for monitoring the quality, progress and timely performance of the work and for evaluating the Builder's compliance with the contract documents.

The FAMU PM will consult with the Design Professional on specific interpretation of construction documents and on issues relating to design or aesthetics, or any issues for which the Design Professional may bear professional liability, such as code compliance, structural design, accessibility, exiting and/or life safety.

### **8.2.1 Construction Observation Site Visits**

The Design Professional will visit the site for the purpose of observing construction at intervals appropriate to the stage of construction, in accordance with their Agreement. The minimum number of construction observation site visits by the Design Professional and its consultants are identified in the contract. Those visits shall be conducted by the Design Professional during the Builders' regular working hours at the part(s) of the site where Work is in progress.

Each time the Design Professional or its Consultants makes a visit to the site, a written field report shall be issued describing the status & progress of the Work and itemizing any discrepancies or problems. Provide electronic copies of all such field reports to the FAMU PM and Builder, and include photographs and other supporting information as needed to illustrate the narrative report. Field reports shall be documented on *AIA Document G711-1972 Architect's Field Report (G711)*. Design professional visits to the site for other purposes do not constitute construction observation visits per the Contract.

The Design Professional shall reject Work that does not conform to the construction documents and may require additional inspection or testing in accordance with the provisions of the Contract for Construction.

The FAMU PM and the Design Professional shall carefully evaluate the need for more intense project observation than the Agreement provides. This may include projects requiring the installation of underground utilities, the construction of critical concrete structures and similar projects where the normal course of construction may render critical elements of the project unavailable for inspection due to the placement of finish materials.

## **8.2.2 Pre-installation Meetings**

Pre-Installation Meetings may be required prior to commencing any specified work on site that may directly or indirectly effect normal campus operations. This includes building functions and disruption of campus student environment. At minimum, the Builder, Design Professional, and FAMU PM shall attend. The purpose of the meeting is to review, discuss contract requirements, review and confirm quality control procedures, and answer any questions prior to the start of work for particular specification sections. The Design Professional and their consultants will attend when interpretation, clarification or emphasis of quality control requirements is appropriate for successful completion of the Work. The purpose of the Pre-Installation Meeting is to discuss FAMU PM's and the Design Professional's expectations, the level of quality acceptable, any special requirements for the particular division of work, and any questions the Builder and subcontractors may have. Pre-Installation Meetings are in addition to regularly-scheduled construction progress or commissioning meetings.

## **8.2.3 Testing During Construction**

### **General**

Testing services required for quality control are generally specified in the relevant technical specifications and shall be discussed at the Pre-Construction Meeting.

### **HVAC Testing, Adjusting and Balancing**

Work performed under the FAMU Design Standards, Specification Section, 23 03 93 - Testing, Adjusting, and Balancing for HVAC, will be let under separate contract by the University and will not be the responsibility of the HVAC Contractor for all projects.

In addition, Testing, Adjusting and Balancing Functional Performance Testing requirements have been added to the commissioning process. Testing and Balancing Reports will continue to be routed electronically with modification, using the RFI process for Report review.

## **8.3 Hazardous Materials**

This section of the *Professional Services Guide*, is not directed toward hazardous material's abatement projects, since Design Professionals providing standard building design services are not responsible for hazardous material's abatement. The procedures discussed herein deal with abatement incidental to other remodeling or demolition work. The University has or will contract directly for design and construction services for abatement work.

### **8.3.1 Asbestos-Containing Materials**

There is no statutory or code requirement, nor is it University's policy, to remove all asbestos-containing material (ACM) from University owned facilities. The University's policy is to identify and manage ACM and to abate (remove, enclose or encapsulate) only ACM that will be disturbed by the Project.

When ACM is discovered as an unforeseen condition during construction, the party discovering or suspecting ACM shall contact the FAMU PM which will notify the FAMU Environmental Health and Safety Department (EH&S) for asbestos abatement specialist to:

- Determine whether or not regulated ACM is present and if needed,
- Make arrangements with DSF's asbestos abatement Contractor for prompt abatement.

For this type of minor abatement work, the University maintains annual contracts with asbestos abatement firms who are generally able to respond on relatively short notice to abatement needs. EH&S will arrange for the necessary monitoring and air clearance by a professional testing consultant. The FAMU PM is responsible for scheduling and coordinating these testing services. Test results will be supplied to the Builder, Design Professional, and posted at the job site.

Note: The cost of abatement and air testing is borne by the specific project budget.

Disposal of asbestos waste from the site is the responsibility of EH&S or the asbestos abatement contractor.

### **8.3.2 Lead-Based Paint**

For projects involving removal or demolition of materials containing lead-based paint (LBP), the Builder is responsible for conformance with applicable codes and regulations, and as specified in the contract documents. Renovation and demolition projects involving lead-bearing surfaces do not typically require special handling of the waste, if lead-bearing surfaces are not separated from the substrate. Building components coated with LBP can be disposed of as construction debris in a DNR-approved landfill. If lead-bearing surfaces are separated from the substrate, the work is likely to generate a hazardous waste, and will be considered lead abatement.

### **8.3.3 PCB in Electrical Equipment**

#### **Lamp Ballasts**

Generally, all high-power-factor fluorescent lamp ballasts manufactured before 1978 and some HID lamp ballasts contain polychlorobiphenyl (PCB) compounds

in their capacitors. The University has replaced ballasts in most existing University owned buildings, however some many still remain.

### **Medium Voltage Power Equipment**

PCB in transformers and switchgear been removed/replace in University facilities and none are known to exist. Any party that suspects the presence of PCB should immediately contact the FAMU PM that will make arrangements with the EH&S for testing and removal.

### **8.3.4 Hazardous Waste**

Article 5 of the General Terms and Conditions establishes the Builder's responsibility when identifying hazardous substances. EH&S is responsible for transportation and disposal of hazardous waste from the construction site and maintains a contract with a hazardous waste disposal service for this purpose. Examples of hazardous wastes that may be generated at University construction sites include laboratory wastes (e.g. mercury [sink drain traps] or perchloric acid [fume hoods] ) lead-based paint and contaminated soils.

Hazardous waste discovered as an unforeseen condition during construction is to be brought to the attention of the FAMU PM.

## **8.4 Submittals**

Within the project documents, the Design Professional prepared a list of all submittals required by the technical specifications, including shop drawings, manufacturers' literature or product data, samples, test reports, mock-ups and color selections. The listing includes submittals required for substantial and final completion. The University expects the Design Professional to continuously monitor the status of all submittals and to take action (review and approve) that will promote the progress of the work. Such action includes verification that the submittal complies with both the plans & specifications and these governing documents and standards:

- University's Project Requirements and Basis of Design
- FAMU Design Standards
- Applicable codes

The design professional will define procedures and requirements for handling submittals (routing and required number of copies) at the Pre-Construction Meeting. Generally, Builders will submit shop drawings directly to the Design Professional, sending a copy to the FAMU PM. The Design Professional will review within ten (10) work days after receipt and return the submittals directly to the Builder with one copy of the marked-up submittals to the FAMU PM. If the project has an independent commissioning provider, one copy of the marked-up submittals and a letter of transmittal goes to them.

At the Pre-Construction Meeting the Builder designates which submittals are to have "priority status." The University expects the Design Professional to complete its review of submittals within the time limits of five days for submittals having "priority status" and ten days for all others, or to notify the FAMU PM and Builder, if it cannot.

Under no circumstances will the Design Professional approve any submittal that does not conform to the construction documents, without specific approval of the FAMU PM. If the Design Professional, during its review of any submittal, determines that a Change in the Work is necessary, it shall follow the standard procedure for issuing a construction bulletin, described below.

The Design Professional shall provide one copy of the shop drawings at the time of approval to the FAMU PM. The Design Professional shall consult with the FAMU PM to determine the number of sets, shop drawings, operations and maintenance manuals, guarantees, warranties, etc., which will be required at the completion of the project. The Design Professional shall include this requirement in the project specifications.

The Builder is required to maintain a record set of drawings, specifications, addenda, change orders, and other modifications for transfer through the Design Professional to the FAMU PM upon completion of the project. The Design Professional may be required to prepare a final set of mylar reproducible and/or Cad record drawings. In this event, an additional service's authorization must be approved by the University before this service is provided.

## **8.5 Changes in the Work**

The design professional is the only party authorized to direct a Builder to make a Change in the Work. Such directive will always be in writing, with a known (or not-to-exceed) cost. Changes in the Work fall into two categories:

- Changes requiring description, design and/or coordination by the Design Professional. These are handled by Construction Bulletin. The Construction Bulletin is the *preferred method* of initiating and tracking a proposed change in the Work.
- Simple, straightforward changes that require little or no design work / input from the Design Professional, usually of an urgent nature, requiring prompt action to avoid a delay in the progress of the Work. These are handled by Field Order.

### **8.5.1 Change Order Proposals (COP)**

To maintain a schedule while also documenting changes, a Change Order Proposal (COP) shall be drafted by the Builder using the University's template form found in the Design Standards Manual and executed by the Builder, Design

Professional, and University for each discreet change prior to such changes being implemented. Then, monthly or more often as needed, these executed COPs shall be bundled together by the Builder and formally captured in one or more Change Orders.

While COPs are drafted by the Builder, the Design Professional is responsible for completing the "necessity and justification" section of each COP to explain the purpose and rationale for the change and to otherwise confirm the proposal's validity.

COPs and their associated backup (detailed breakdown of costs, subcontractor estimates, vendor quotes, etc.) shall be transmitted and dealt with electronically, only printed for execution once all parties are in agreement on the costs, backup information, and descriptions.

### **8.5.2 *Field Orders***

A Field Order is a written directive by which the Design Professional may authorize a Change in the Work, generally of a limited nature, which is deemed necessary to avoid a delay in the Work or Project. When there is added cost and/or time for the work authorized by the Field Order, the increase must be stated and the FAMU PM and Director of FP&C must be notified. The contact will then be adjusted by Change Order. The Design Professional will issue a Field Order only when professional design input (to specify or define the work) is not required.

### **8.5.3 *Proposed Costs***

Proposed costs are used when price negotiations and changes are already determined. Examples may be Value Engineering items that were non-budget related that were accepted prior to the construction contracts being finished or on small projects where prices are negotiated without Design Professional design details. Final acceptance and directive to change the project documents will be through a Change Order.

### **8.5.4 *Time Extensions***

Any requests for time extensions or claims regarding delays shall be documented, substantiated, and proposed by the Builder. Time extensions, if approved by the Design Professional and University, shall be formalized via Change Order.

### **8.5.5 Change Orders**

After the Design Professional and FAMU PM review and improve the Change Order Proposal, Field Orders and proposed costs, the Design Professional initiates a Change Order. Construction Contract Change Orders are the written instruments that modify the construction contract in order to adjust the Contract. Amount and/or Contract Completion Time because of a Change in the Work agreed upon by University and the Builder. Completed Change Orders are directed to the Builder to initiate the work identified in the proposals.

The Design Professional shall review the terms and requirements for change orders as outlined in the University's Agreement with Builder, the General Terms & Conditions, and University policy documents.

Changes to the Work shall be minimized and consistent with the original project scope and budget. The Builder and Design Professional shall not permit "swapping" of extras and credits except through a written Change Order using the University's template form. All changes in the Work resulting in a cost change, regardless of the amount, must be 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 and justify the fact that such changes were made.

Work added or deleted by Change Order may not be included in the Schedule of Values until the Change Order is fully executed.

Change Orders and Construction Change Directives shall be approved by the University, prior to the actual work being initiated. Where a change is made at no cost due to the added and deleted work balancing, a Change Order shall be prepared to record the fact that such revisions were made, including a description, explanation, and breakdown of amounts.

The time extension shall be reflected on each Change Order approved. If there is no time extension, it will be noted as "0."

The Design Professional shall prepare each Change Order and Construction Change Directive showing all the information and backup needed. Change Orders shall be supported by a written cost proposal from the Builder showing quantities and sizes of materials, unit cost, labor, profit and overhead; and a narrative justification. Change Orders and Change Directives shall be accompanied by the University's Change Order Justification Form. A Change Order submitted to the university for approval shall be signed by the Design Professional and the Contractor; Construction Change Directives shall be signed by the Design Professional.

Prior to approval, change orders must be supported by bids or by the unit prices established in the original bid. The CM markup on the change order will be

limited to the percentage of profit approved in the original GMP. If changes are funded from bid savings, they are not eligible for a CM markup until the originally contracted GMP amount has been exceeded.

The Design Professional shall submit each Change Order and Construction Change Directive to the FAMU PM for approval. The Architect/ Engineer shall maintain a log of all Change Orders, and Construction Change Directives processed, indicating status and action.

The FAMU PM will determine that each change order is complete and secure the required approvals. The FAMU PM will distribute copies of the fully executed and approved Change Order to the Design Professional, Contractor, and University accounting office.

Occasionally, changes to the project are made, which are funded from the Construction Manager's contingency. In such cases, the Change Order Justification Form shall be submitted as it would have been had the work been funded from the University's contingency.

The Design Professional writes the Change Order in response to a Change Order Directive from the FAMU PM. For each "change item," the Design Professional is responsible for reviewing and/or entering the following information:

- Number of Days: Change in Contract Completion Time per Contractor's proposal
- Item Description: A clear, succinct description of work which is to be added to or deleted from the contract, specifically referencing RFI, FO, CB, PC, supplementary drawing or other supporting document. Do not simply refer to a CB or field order *without* some specific description of the work.
- Amount of Change: Design professional must always verify that the amount of the change agrees with Builder's proposal
- Reason for Change: Design professional must indicate why a Change in the Work is needed
- Reason Category: Entered by the Design Professional; the University uses this information for tracking overall change order trends and for monitoring design oversight by the Design Professional
- Requested By: The University will indicate who requested the change-- Builder, University (FP&C, Maintenance Staff, etc.), or Design Professional. Be somewhat specific; but it is not necessary to name the individual.

Change Orders changing the amount of the contract cannot be approved by the FAMU PM. Change Orders up to \$250,000 requires the approval of the University President. Change Order above \$250,000 requires the approval of the University Board of Trustees. The University does not permit any Builder to proceed with Changes in the Work without a fully executed change order, field order or other specific authorization to proceed.



### **8.5.6 CM/D-B Contingency Modifications**

The GMP includes a contingency amount for the CM/D-B's use as described in the Agreement between the University and CM/D-B. The FAMU PM must approve a CM/D-B Contingency Modification for all expenditures of this contingency. These expenditures shall be supported by detailed breakdowns, including labor and material costs and the documentation shall be documented on the *Contingency Modification Request Form*.

### **8.5.7 Claims and Disputes**

When unresolved disputes interfere with good business relationships, the incentive for cooperation is lost. Lingering claims and festering dissatisfactions worsen when they are not dealt with promptly and fairly. The sooner claims and disputes can be resolved, the sooner those wasted energies can be channeled back into more productive pursuits.

When claims are asserted by either party to the construction contract, University or Builder, the Design Professional shall immediately commence the process of resolution. The Design Professional shall handle claims as described in the Owner Architect Agreement and Project Manual. The Design Professional shall make reasonable efforts to resolve a claim, involving the FAMU PM in resolution discussions.

### **8.5.8 Change Order Proposal Review and Responsibility**

The Design Professional shall carefully and thoroughly review each Change Order Proposal to determine if the proposed costs are fair, reasonable, properly substantiated, and warranted. Comments shall be reviewed with both the Builder and FAMU PM in a timely manner, particularly for work impacting the schedule's critical path and overall project duration.

The University shall pay a fair "first cost" value for the end result to be achieved under the contract. Where materials, equipment, or work has been inadvertently omitted from the construction documents, the University shall pay such "first cost" for the omitted items since same couldn't have possibly been included in the bid(s). If, however, additional ("second") costs and/or times are incurred because of corrections to, modifications of, or removal of the Work resulting from errors or omissions by the Design Professional or its consultants, then the Design Professional shall bear such costs, including Builder and/or subcontractor overhead & profit, general conditions, and other such "soft costs" if applicable.

## **8.6 Project Completion**

### **8.6.1 Beneficial Occupancy**

Only in extraordinary cases shall beneficial occupancy be permitted prior to substantial completion of the project.

Beneficial occupancy shall not occur until after an inspection and preparation of a punch list, identifying all remaining work to be performed by the Contractor. The Design Professional shall submit the following to the FAMU PM:

- Written approval of the Design Professional.
- Written approval of the Builder to occupy all or any portion of the project before formal acceptance by the University. This approval shall contain a statement from the Builder that occupancy prior to acceptance by the University does not violate the provisions of the contract, that no liabilities are created, and that no unwarranted delay of contract requirements is created.
- Written approval of the State Fire Marshal and FAMU BCA. This approval will normally be in the form of a Certificate of Occupancy.
- Written approval from the insurance resident agent that the builders' risk coverage provisions will not be violated.
- Written agreement between the University and the Builder pertaining to the payments for the utility costs during the period of occupancy.
- Written acceptance from the Design Professional for the areas proposed for occupancy.
- A copy of the punch list identifying all work remaining to be completed in the area to be occupied.
- Any other items required by the Design Professional or the FAMU PM.

### **8.6.2 Substantial Completion**

The Design Professional shall review the definition of, and terms and requirements for, Substantial Completion and Final Completion as outlined in the University's Agreement with Builder, the General Terms & Conditions, the FAMU Design Standards, Section 6 - Non-Technical Design Standards, and University policy and procedure documents on same. Substantial Completion also signifies the commencement of guarantees and warranties and the University's assuming responsibility for insurance, utilities, heating, maintenance and damages.

Substantial completion is a small part of a project, but it may be the most difficult for the project team to finish. Design professional's diligence in keeping an accurate and up to date issue tracking log throughout the project can significantly help make the project successful and easy to complete. The Builder,

subcontractors, occupants, Design Professionals and other University project stakeholders find it difficult to determine if an issue is construction, design, coordination or an operational problem. Lack of determining responsibility and resolution can drag a project out and create dissatisfaction within the project team.

It is advantageous for the Design Professional to support a successful and timely substantial completion; issues dragging on without resolution will affect the Design Professional evaluation and will affect Design Professional firm's consideration for additional University work.

### **Inspection to Verify Substantial Completion**

- Upon notification by the Builder that the Work is, or certain portions of the Work are, ready for inspection, the design profession shall determine if the Project, or certain portions of the Work are, ready for verification of Substantial Completion.
  - If the Design Professional determines the project has not reached a level of completion, defined as Substantially Complete, the Design Professional shall notify the Builder and FAMU PM in writing. The Design Professional shall identify items the Builder must meet to be at a level for verification of Substantial Completion.
  - If the Design Professional determines the project is at a completion level for verification of Substantial Completion, then the Design Professional and its consultants shall schedule one or more inspections to verify Substantial Completion.
- The Design Professional's inspection(s) shall be detailed and complete, with the Builder's self-inspection "punch list" serving as a basis. The Design Professional shall then prepare a master punch list, or augment the Builder's, to include its comments and those of other attendees, if any.
- If, in the Design Professional's judgment, the Work is not Substantially Complete, it shall inform both the Builder and the FAMU PM and require the Builder to reschedule the inspection when the Work is complete. If the Work is Substantially Complete in the Design Professional's judgment, this **opinion** will be considered along with the input of the FAMU PM, other FAMU entities, and Authorities Having Jurisdiction in making a determination of Substantial Completion. The Design Professional shall not sign the Substantial Completion Certificate unless the State Fire Marshal and FAMU Building Code Administration has certified occupancy of the facility.
- Once it is agreed that the Work is Substantially Complete, a Certificate of Substantial Completion will be executed to formalize this milestone, set the official date, and transmit the final and complete punchlist of discrepancies.
  - The Design Professional shall prepare the Certificate of Substantial Completion, and submit four copies of the executed forms and three copies of the punch list to the FAMU PM. The substantial completion date shall be the same or earlier than the substantial completion

date established by the University/Builder Agreement, as amended by approved change orders granting extensions of time. If not, the Design Professional shall recommend action, if any, relating to liquidated damages.

### **Requirements for Substantial Completion**

Prior to inspection for Substantial Completion, the University expects the following to be complete. Any of these items not complete at that time shall be included on the Punch List.

- Along with punch lists from the Builder, Design Professional, and others, additional documents, deliverables, and services must be provided by the Builder and others in order for the Work to be considered Substantially Complete. Fully detailed in a document entitled in the FAMU Design Standards, *01-78-00 - Closeout Submittals*.
- In conjunction with Substantial Completion, the University expects the Design Professional to:
  - Review and approve the HVAC Testing, Adjusting & Balancing Report submitted by TAB Subcontractor
  - Review and approve Operations and Maintenance Manuals submitted by the Builder to ensure that they satisfy the requirements of the contract documents
  - Perform or witness construction verification checklists and functional performance tests as specified by the construction documents

### **8.6.3 Special Acceptance Procedures**

The Design Professional shall provide oversight of those special procedures that may be included in the project, such as:

- Energy Life-Cycle Cost Analysis Analysis (ELCCA): Complete the ELCCA verification checklist as part of the punch list inspection. Submit copies of the signed checklist to the E&AS PM, Client University, and the ELCCA reviewer. (Refer to APPENDIX IX "Energy Life-Cycle Cost Guidelines").
- Testing and Balancing: Oversee, Testing and Balancing process. Spot check results to ensure accuracy. Provide for re-balancing if spot checks turn up discrepancies.
- Commissioning: If applicable, assist Commissioning Agent by providing information on design and obtaining needed information from the Contractor.
- Indoor Air Quality: Ensure that proper procedures are being employed to air out building, equipment, and furnishings to comply with FAMU Indoor Air Quality Guidelines.

### **Occupancy at Substantial Completion**

The University discourages the occupancy of any new or renovated facility prior to completion of all punchlist items by the Builder, which would normally occur

between Substantial Completion and Final Completion. If a User Group must occupy all or a portion of the facility prior to completion of all punchlist all items required for *Beneficial Occupancy* must be met.

#### **8.6.4 Final Completion**

The University expects the Design Professional to actively follow up on all punch list work; all systems are functioning per the original design intent and final requirements. When the Builder confirms in writing that all work identified on the Punch Lists is completed, the Design Professional and FAMU PM shall conduct a final inspection.

When the FAMU PM is satisfied that all work is complete, and in conformance with the contract documents the Builder can provide the closeout documentation. Once these items are recorded on the Builder's submittal log, the final payment can be requested. The Design Professional and FAMU PM approval of the Contractors' Request for Final Payment and the actual payment is processed; the construction contract is closed.

#### **Liens**

Liens filed by subcontractors or material suppliers are received, processed, and tracked by the FAMU PM. Any liens delivered to the Design Professional shall be promptly forwarded to FAMU PM. The Design Professional is not normally involved in the process of resolving liens.

Final Completion will not be issued by the Design Professional until all lien issues have been resolved.

#### **Liquidated Damages**

Any amount of liquidated damages owed by the Builder to the University for delay in project completion will be calculated by multiplying the "amount per day" of liquidated damages specified in the contract documents by the number of days, which occur between the contract completion date (as amended by applicable change orders) and the date of issue of the certificate of substantial completion date. Deductions for liquidated damages will be deducted from the final pay request. Prior to final payment approval and retainage release, the Design Professional shall provide to the FAMU PM written documentation and justification regarding any assessment of liquidated damages. The final payment will be reflective of such actions. The FAMU PM with input from the Design Professional, shall decide on the amount of liquidated damages and the amount of such damages to be included in the project specifications.

#### **Inspection for Final Completion Certificate**

Upon notification by the Builder that all punchlist discrepancies have been completed or otherwise resolved, the Design Professional and its consultants shall schedule one or more inspections to verify Final Completion of the Work.

Following the inspection(s), the Design Professional 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 found at the time of Substantial Completion shall have been completed by the time stated in the Contract for construction.

When the Builder submits the final application for payment, the Design Professional shall make a final inspection. When the Design Professional is satisfied that the work is acceptable under the terms of the contract document, and the contract is fully performed, the Design Professional shall issue the final certificate. The sum certified, however, will not come due until the Builder submits to the Design Professional the document listed as describe in the Builder and University Agreement, consisting of proofs that all materials and labor have been paid for and that specified insurance is in effect. The total amount of the contract shown on the certificate shall include approved Change Orders.

- The Design Professional shall prepare the Certificate of Contract Completion and secure the signature of the Builder. The substantial completion date on the Certificate of Contract Completion must be the same as the date shown on the Certificate of Substantial Completion.
- The Design Professional shall forward four copies of the Certificate of Contract Completion to the FAMU PM for processing. The FAMU PM will attach the Certificate of Contract Completion to the Builder's final request for payment when the payment is approved for processing.

### **Deliverables for Final Completion**

Along with a final copy of the completed master punchlist from the Builder, other documents, deliverables, and services must be provided by the Builder and others in order for Final Completion of the project to be declared. A fully detailed list of Final Completion documents in identified in the FAMU Design Standards, *01-78-00 - Closeout Submittals*.

The Design Professional shall submit the required deliverables to the FAMU PM.

### **Record Documents - Drawings and Specifications**

Prior to final payment, the Builder will submit to the Design Professional marked-up as built drawings that tracked the changes that occurred during the construction. The record drawings shall include all changes to the construction documents made by addenda or change orders, as well as any field adjustments made by the Builder. To ensure record drawings are accurate, the University expects the Design Professional to check the status of the Builder's marked-up prints on a monthly basis throughout the course of construction, per the project contract documents. This status check shall be an item on all the Design Professional's status reports to the University.

The record documents are to accurately reflect the physical conditions. The record set shall include all drawings in the original drawing set, whether changed

or not and shall include supplementary drawings, if issued during construction and changes to schedules that are attached to the project manual. Record specifications shall reflect changes that occur up to final completion.

The Design Professional incorporates the changes into the construction documents and produces the official record documents and submits them to the FAMU PM.

Final electronic record drawings shall be submitted to the University in both PDF format and in ".dwg" format using up-to-date version AutoCAD (submittals in AutoCAD LT version 2000 or later are also acceptable). A separate PDF shall be created for each drawing larger than 8 ½"x 11" in size. All PDF files shall be created with a minimum resolution of 150 dpi and be a 'flat' image with no layering or other AutoCAD attributes.

Refer to the FAMU Design Standards for file naming standards and Title Block information.

The PDF and .dwg drawing files shall be organized per volume (approximately 125 sheets) and located within individual drawing volume folders. The drawing volume folders shall be labeled Volume\_1, Volume\_2, etc. The drawing volume folders shall then be located within the PDF\_Drawings folder and DWG\_Drawings folder. If a project is small enough to only require one drawing volume, an additional drawing volume folder is not required.

The record drawing specifications shall be submitted to the FAMU PM in PDF format. A single PDF file shall be created for each specification volume (approximately 300 pages). Photographs, cut sheets, or 8 ½" x 11" drawings within the specification volume must be included as part of the single PDF file.

Prepare a PDF image of any original documents containing manually generated registration stamps, signatures, etc. Blank pages shall be indicated as intentionally left blank.

Provide page numbering and a margin of one inch on all edges to facilitate printing and binding of the specification volume, should the recipient of the electronic files chooses to print the documents.

Compile the specification document files in the same order as the specification volume Table of Contents.

Provide electronic bookmarks for each PDF specification volume. Bookmarks shall be created to reference the first sheet of each division of the specification volume, and for each individual form and/or segment listed under the Bidding Requirements of the specification volume Table of Contents. Also create individual bookmarks for photos, cut sheets, or drawings (e.g. Division 22, Division 23, Bid Form, Bid Bond Form, A101, A102, etc.) in the specification volume.

The following PDF file naming standard shall be used for all specification submittals:

EXAMPLE: 00014-00-RD-Specification Vol 2.pdf

- The first set of five characters (08C2P) represents the University project number.
- The second set of two characters (00) identifies a single project where multiple phases or multiple site locations exist.
- The third set of two characters (RD) represents the submittal set type:
  - PR : Preliminary Review Documents
  - FR : Final Review Documents
  - BD: Bid Documents
  - CD: Construction Documents
  - SD: Supplemental Documents (Addenda or CO Drawings)
  - RD: Record Documents
- The last set of characters (Specification Vol\_2) identifies that the PDF is the specification document(s) and the associated volume number. OMIT "Vol\_#" IF THERE IS ONLY ONE VOLUME.
- The ".pdf" is the file extension.

Separate folders shall be created for each format and labeled as indicated below. All folders/files shall then be burned to a CD/DVD.

- PDF\_Drawings
- DWG\_Drawings
- PDF\_Specifications

A single hard copy set of drawings only shall be submitted along with the CD/DVD to the FAMU PM.

The University expects Design Professional to review their electronic record drawing files prior to final submittal and correct any errors prior to burning the CD/DVD. Any errors or omissions found by the FAMU PM will be corrected by the Design Professional at the Design Professional's expense. A new complete CD/DVD of the record documents shall be submitted clearly identifying the revision date and time.

Assemble the hard copy of the drawings in the order of the Table of Contents, bind in approximately 125 page drawing sets. The Design Professional is to check to make sure the hard copy set of the project manual and drawings accurately represent the printed electronic final review document submittal.

All unnecessary and non-relevant information should be eliminated from the drawings.



All named objects no longer needed by the drawing should be purged to minimize the file size.

### **CD/DVD Identification**

CD/DVD disks must be labeled appropriately for identification. Typewritten information shall include:

- Project name
- FAMU project number
- Project location
- Design professional's name
- Date
- Disk # of #
- Submittal type (bid drawings, record drawings, etc. – see below)

### **8.6.5 Final Payment**

When the contract is bonded, the Design Professional shall make sure the Builder obtains written consent of the surety for the final payment. This consent is submitted on AIA Document G707, Consent of Surety to Final Payment. If the consent is submitted on the surety company's own form or letter, it WILL NOT be accepted. The following shall accompany the final payment document for contracts:

- Builder's invoice.
- Certificate of Final Completion.
- Builder's release of claims.
- Consent of surety
- University request for final payment.
- The Design Professionals acceptance and certification letter.

### **8.6.6 Warranty Phase**

While the University will contact the Builder or his subcontractor about deficiencies occurring during the warranty period, the Design Professional shall assist the University in obtaining satisfactory correction when requested.

### **Post-Occupancy Inspection**

The Design Professional shall schedule a post-occupancy inspection with the FAMU PM and others, 45 days prior to the expiration of the one-year general warranty period. The Design Professional shall ensure that this inspection covers all phases of the constructed facility. The Design Professional shall prepare a report describing all items found to be deficient and requiring corrective action.

The Design Professional shall provide the Builder with a list of the items requiring correction.

## **8.7 CONSTRUCTION MANAGER / DESIGN-BUILDER INVOICES AND PAY REQUESTS**

### **8.7.1 Preconstruction Phase Payments**

Preconstruction Phase fees are negotiated as a lump sum amount, with fees being associated with individual deliverables. Upon approval of the deliverable, the CM and D-B may invoice the amount stated in the contract for that deliverable. One original invoice and four copies are required (including backup, if any), and are to be submitted to the FAMU PM. Invoice shall be submitted on, "*CM/D-B Preconstruction Service Invoice*", **PSG Exhibit 8.3**.

If any additional services have been authorized in writing by the University, a copy of the authorization (and supporting documentation as required by the authorization) must be attached to the invoice.

### **8.7.2 Construction Phase Payments**

Construction Phase payments are made using the Certificate for Partial Payment form in the FAMU Design Standards Manual and are sent to the Design Professional for approval. These payments are then approved by FAMU PM.

The actual construction by trade is paid based on percentage completed as supported by the schedule of values.

### **8.7.3 Fee and General Conditions Pay Request Documentation**

- Overhead and Profit: The overhead and profit portion of the fee, approved during the negotiations as a percentage of cost of Work, may be invoiced in proportion to the percentage of Work completed. No backup documentation is required.
- General Conditions: General Conditions items which were awarded based on competitive bidding are paid based on percentage completed as supported by the schedule of values. No additional documentation is required.
- Full-time Site Staff: A calculation showing number of hours times the hourly rate for the days worked during the pay period. The hourly billing rate must be the actual salary rate of the individual times the approved multiplier, or the rate negotiated in the GMP, whichever is less. If personnel changes or salary increases cause the originally negotiated salary rates to be increased, the CM/D-B must request approval of the revised rate in writing from the FAMU PM. Line item amounts from the GMP for salaries shall not be exceeded without prior approval of the University. Overtime will be allowed only if included in the original GMP

proposal or specifically approved in writing by the FAMU PM.

- General Conditions and Fee Items Not Provided by the CM/D-B: All General Condition cost provided by other than the CM/D-B must be backed up by actual copies of invoices. A copy of the vendor's invoice or rental agreement from the provider must be included in the pay request. For example, this may be for utilities to the site trailer, custodial service, office equipment rental or purchase, bonds, etc.
- Fee or General Conditions Items Provided by the CM/D-B: All fees or General Condition costs provide by the CM/D-B must be supported by a cost basis for the fee/cost. This may be shown by a calculation showing number of hours times the hourly rate for the days worked during the pay period. Must include time sheets. Line item amounts from the GMP for these costs shall not be exceeded without prior approval of the University. For example, such fee/cost items might be for home office labor support, site cleanup (if not provided by a subcontractor and if approved for self-performance under the procedures established herein).

#### **8.7.4 Self-Performed Work**

If the CM/D-B is self-performing work for which the CM's/D-B's price is the result of being the low bidder (if the Work was competitively bid) or of being the low proposed price (if three quotes were provided), then the pay request is made in the same manner as for other subcontractors.

If circumstances are such that the CM/D-B is self-performing Work, and the award was not based on the conditions described in above (e.g. schedule requirements, emergencies, etc.), then the CM/D-B shall include the following documentation to support that portion of the pay request:

- All labor shall be documented on weekly time records at a wage scale commensurate with that paid in the area and trade including all labor taxes and insurance. (The CM/D-B shall provide justification for rates used.)
- The following documentation of required quotations shall be submitted with the first pay request which includes payment for such materials:
  - Amounts exceeding \$10,000.00 shall be documented by written quotations from at least three vendors.
  - Amounts less than \$10,000.00 shall include documented telephonic quotations from at least three vendors.

#### **8.7.5 Savings**

- Trade Contracts: If a bid package exceeds the line-item amount provided in the GMP, the entire cost is payable to the CM/D-B with the balance funded by the CM/D-B contingency, provided that the GMP is not exceeded. Savings in trade contracts accrue to the CM/D-B contingency.

- General Conditions and Fee: Items budgeted as part of the fee are line item budgets, and are not interchangeable without specific approval of the FAMU PM. A change or increase to field staff or home office support staff must have prior approval of the FAMU PM.

## **8.8 Owner Direct Purchase Program**

The University may elect to implement a direct purchase program, where eligible materials included in any Trade contractor's bid are purchased by FAMU directly from the supplier of such materials in order to achieve sales tax savings. Such materials are referred to as "Direct Purchase Materials" or "Owner Direct Purchase" (ODP) materials.

### **8.8.1 Instructions for Preparation of Purchase Order Request Forms**

Prior to initiating any ODP actions, the CM or D-B, shall provide FP&C with a list of proposed ODP materials for consideration and approval by the Director of FP&C. Minimum purchase is \$10,000.

If FAMU elects to purchase any ODP materials, it shall so notify the CM or D-B in writing, who shall, then furnish completed ODP Requisition forms to FP&C in sufficient time to allow for the approval and processing of the purchase orders. At least 10 work days shall be allowed for approval and dispatch of purchase orders for items related to the construction schedule's critical path.

- The "Owner Direct Purchase Order Requisition Form," **PSG Exhibit 8.4**, shall be used to request pre-construction payment. The CM or D-B shall carefully prepare the form to ensure the delivery address, contact and phone numbers are accurate.
- The ODP Requisition backup shall include a copy of the written quote from the vendor(s) to the trade contractor(s). This quote must document the specific materials to be purchased and their pre-tax price.
- Such direct purchase of materials by the University does not relieve the CM or D-B and/or its trade contractors of their responsibility to ensure the materials and equipment meet the specifications and requirements of the Contract Documents.
- Each ODP requisition with backup shall be reviewed and if approved, signed by the Director of FP&C and processed by the FP&C Associate Director of Administration and Finance (ADAF).
- Requisitions exceeding \$1,000,000 exceed the purchasing authority of the FAMU Office of Procurement Services and must be approved by the CFO & Vice President of Administrative and Financial Services.

### **8.8.2 Change Orders for ODP Tax Savings**

A change order shall be executed to both reduce the University-CM/D-B contract by the amount(s) being directly purchased and transfer the tax savings for these materials to ODP Tax Savings within the GMP. See procedures on change orders. Additionally, the CM/D-B shall in a timely manner reduce the applicable trade contractors' contract amounts(s) by the cost of the Owner Direct Purchase material and sales tax-related thereto.

- To avoid confusion, a uniform and consistent sales tax percentage shall be used for all ODP actions on a particular project.
- The ADAF will provide PDG copies of the actual FAMU Purchase Order(s) to the CM/D-B upon request.
- The CM/D-B shall update, maintain, and regularly distribute the ODP log, PSG Exhibit 5.3, to track P.O. amounts, sales tax, and billing for each purchase, by a trade contractor.

### **8.8.3 Preparation of Invoices**

Upon delivery of the ODP materials to the Project Site, the CM/D-B and/or its trade contractor(s) shall confirm the type, quantity, and condition of the materials. If the materials are in good order, the CM/D-B shall clearly indicate its approval by stamping/signing each invoice and forwarding the approved invoices and associated backup documentation to the FP&C PM in a timely manner.

- The Builder shall enclose an updated ODP log with each set of invoices.
- The PM and ADAF shall review the invoices and backup in a timely manner, returning for correction if necessary.

### **8.8.4 Instructions for Preparation of ODP Invoices**

Upon delivery of the ODP materials to the Project Site, the CM/D-B and/or its trade contractor(s) shall confirm the type, quantity, and condition of the materials. If the materials are in good order, the CM/D-B shall clearly indicate its approval by stamping/signing each invoice and forwarding the approved invoices and associated backup documentation to FP&C in a timely manner.

- The CM/D-B shall enclose updated copies of both the ODP Summary and Invoice Logs with each set of invoices. See attached templates.
- The CA shall review the invoices with backup and process for payment in a timely manner.

## **8.9 Construction Management, Design-Build, or General Contractor Services Evaluations**

The quality of services rendered by the Builder will be evaluated periodically during the contract in accordance with FAMU rules and policies. These performance ratings will be maintained by FP&C and used as part of the "past performance" criteria for future work. These evaluations document the performance of the team as a whole, including all sub-contractors throughout design and construction.

Builders under contract for a major project or a minor project which is not under a continuing contract will be evaluated by the University on a project by project basis,

- Semiannually, in March and September, during the contract term
- Upon completion of a project
- At any time, the University determines there has been a material change in the quality of the firm's performance occurring during the contract term.

Builders under continuing contracts with the University will be evaluated by the University on all projects performed by the Builder during the contract term. These evaluations will occur,

- Semiannually, in March and September, during the contract term
- At any time, the University determines there has been a material change in the quality of performance during the contract term.

*The Builder will be evaluated by the University with the use of the "Builder Evaluation Form," **PSG Exhibit 8.5.***