

REQUEST FOR PROPOSAL

**ARCHITECTURAL SERVICES FOR
YVONNE SCARLETT-GOLDEN CULTURAL AND EDUCATIONAL CENTER
FOR**

THE CITY OF DAYTONA BEACH, FLORIDA

PROPOSAL NO.: 1409-2180

Issue Date: July 9, 2009

Opening Date: August 10, 2009

REQUEST FOR PROPOSALS
1409-2180
YVONNE SCARLETT-GOLDEN CULTURAL AND EDUCATIONAL CENTER

INVITATION

The City of Daytona Beach, Florida, in compliance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes), is seeking a qualified Design Consultant to provide architectural services for the Yvonne Scarlett-Golden Cultural And Educational Center for The City of Daytona Beach, Florida.

Firms interested in providing these services may obtain a copy of the Request for Proposals from:

Joanne Flick, CPPO, CPPB
Purchasing Agent
301 S. Ridgewood Ave., Room 146
P.O. Box 2451
Daytona Beach, FL 32115-2451
(386) 671-8082

Proposers may obtain the password to download the RFP from the City's website, www.codb.us by e-mailing a request to purchasing@codb.us.

A Non-Mandatory Pre-Submittal Conference will be conducted on July 21, 2009 at 9:00 a.m., at Daytona Beach City Hall First Floor Conference Room #116, 301 S. Ridgewood Ave., Daytona Beach, Florida, 32114. Interested Proposers are *urged* to attend

One clearly marked original and seven (7) copies of the proposal must be submitted no later than 2:00 P.M., August 10, 2009.

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered.

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA

By: Joanne Flick, CPPO, CPPB
Purchasing Agent
Issue Date: July 9, 2009

STATEMENT OF PURPOSE

The City of Daytona Beach is seeking a qualified Design Consultant to perform architectural services for the Yvonne Scarlett-Golden Cultural and Educational Center for The City of Daytona Beach, in accordance with the attached scope of services.

INSTRUCTIONS TO PROPOSERS

1. Inquiries concerning this proposal should be directed to Joanne Flick at (386) 671-8082 or by email to purchasing@codb.us.
2. Consultant proposals must be submitted in one clearly marked original and seven (7) copies no later than 2:00 p.m., August 10, 2009.
3. Proposals shall be addressed to:

Joanne Flick, Purchasing Agent
The City of Daytona Beach
Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, FL 32114
3. Proposers must indicate on their Proposal envelope the following:

Request for Proposal Number – 1409-2180
Date of Opening – August 10, 2009
Name of Proposer
Return Address of the Proposer
4. The time and date for receipt of Proposals will be strictly observed. The City shall not be responsible for late deliveries or mail delays. The time/date stamp/clock in the Purchasing Division shall serve as the official authority to determine timeliness of the Proposal.
5. Proposals received after the specified time and date shall be returned unopened. On the due date specified above, all Proposals will be opened publicly and the names of all Proposers shall be read aloud.
6. Any Proposals may be withdrawn until the date and time set above for the submission of the Proposals.
7. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
8. Costs of preparation of a response to this Request for Qualifications are solely those of the Proposer and the City assumes no responsibility for any such costs incurred by the Proposer.

9. No interpretation of this Request for Proposals or any other Contract documents will be made to any Proposer orally. Every request for interpretation should be in writing addressed to Joanne Flick at fax number (386) 671-8085 or emailed to purchasing@codb.us. To be given consideration, such requests must be received by July 27, 2009.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be issued to all prospective Proposers. A copy may be obtained by the Proposer or his/her representative at the Purchasing Division, City of Daytona Beach City Hall, 301 S. Ridgewood Ave., Room 146, Daytona Beach, FL 32115 or by downloading the addendum from www.codb.us. Failure of any Proposer to obtain any such addendum shall not relieve said Proposer from any obligation under the RFP as submitted. All addenda so issued shall become part of the Contract Documents and Proposer shall acknowledge receipt in their Proposal.

10. All Proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners.

When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Proposal as agent must file with it legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the City a duly certified copy of their permit to transact business in the State of Florida along with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Proposal.

11. Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.
12. The Proposer understands that this RFP does not constitute an agreement or Contract with the Proposer.
13. Any Proposer who submits in its Proposal to the City any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
14. **DRUG FREE WORKPLACE:** The selected firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
15. **LAWS AND REGULATIONS:** The Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal and City ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the

project shall apply to the solicitation and Contract throughout, and they will be deemed to be included in the solicitation/Contract the same as though herein written.

16. **INSURANCE:** The awarded Consultant shall purchase and maintain, at a minimum and at its own expense, the following types and amounts of insurance in form and companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

- a. Workers Compensation Insurance

As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the Consultant, employed at the site of the work or in any way connected with the work, which is the subject of this service.

The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

- b. Liability Insurance

Comprehensive General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant at the site of the project or in any way connected with the work which is the subject of this Contract.

THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000.

Professional Liability Insurance - Professional Liability Insurance insuring the Consultant and other interest, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this

Contract. The limit of liability of Professional Liability Insurance shall be no less than \$1,000,000.

c. Proof of Insurance

The Consultant shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Contract and the Consultant shall not commence work under this Contract until he has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the City, nor shall the Consultant allow any sub-consultant to commence work on its subcontract until similar insurance required of the sub-consultant has been so obtained and approved. The Consultant shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company shall give not less than thirty (30) days advance written notice to:

City Clerk
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the City, the Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

The Consultant shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring prior to the acceptance of the work by the City. In the event such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Consultant's expense.

d. Termination of Insurance

The Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and the Consultant has received written notification from the Risk Management Division of the City that the Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of the Consultant if the request is made no earlier than two weeks before the work is to be completed.

17. **INDEMNIFICATION:** The Consultant shall indemnify and hold harmless The City of Daytona Beach, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the

extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Contract.

18. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.): In instances where such is applicable due to the nature of the matter with which this RFP is concerned, all material, equipment, etc., as proposed and offered by Proposers must meet and conform to all O.S.H.A. requirements; the Proposer's signature upon the Proposal being by this reference considered a certification of such fact.
19. Proposers should be aware of The City of Daytona Beach's Minority Business Enterprise (MBE) requirements contained in Chapter 30, Article III of the City Code, Ordinance 84-131 and Resolutions 94-123 and 94-124.
20. CIVIL RIGHTS: Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
21. PUBLIC ENTITY CRIME STATEMENT (FS 287.133): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.170 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
22. LICENSING REQUIREMENTS: Proposer shall supply copies of appropriate license(s), with expiration dates, as part of their Proposal. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Proposal. Licenses shall be in the Proposer's name as it appears on the Proposal. Proposer shall supply copies of appropriate licenses showing the qualifying agent and expiration dates, as part of their Proposal. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Proposal.
23. REFERENCES: The contact person(s) listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

24. The City reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non-responsive, to waive technicalities, or to accept the Proposal that, in its sole judgment, is most advantageous and best serves the over-all interest of the City.
25. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
26. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposal.
27. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
28. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
29. Proposals shall be organized to conform to the evaluation criteria and shall include a transmittal letter. The transmittal letter shall be placed on the Proposer's letterhead and signed by the party responsible for the contents of the application package. In addition, the Proposer's transmittal letter shall clearly identify the individual authorized to negotiate and bind the applicant, if different than the principal contact. All proposals shall include the following as part of the proposal transmittal letter:

"The undersigned has read The City of Daytona Beach's Request for Proposals for "Yvonne Scarlett-Golden Cultural and Educational Center". On behalf of our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. WE HAVE READ, ACKNOWLEDGE, AND ACCEPT THE TERMS ON WHICH THE REQUEST FOR PROPOSALS IS OFFERED WHICH ARE FULLY INCORPORATED BY REFERENCE INTO THIS LETTER."
30. **WEIGHTED CRITERIA:** The following criteria will be used to score and rank responsive Proposals. Each criteria will be scored between 1 and 5, unless otherwise noted, 1=Poor, 2=Below Average, 3=Average, 4=Above Average, 5=Excellent. The score multiplied by the criteria weight for the weighted score; weighted scores will be totaled for the total weighted score.
 - a. Qualifications and Experience of Design Consultant's Team, including key personnel, sub-consultants, and/or joint venture partners proposed for project. **The Proposer must be an architectural firm licensed in the State of Florida to practice architecture.** Project team members shall represent an interdisciplinary design approach to the project including; key

personnel licensed in the state of Florida as a Registered Architect (RA), Professional Engineer (PE), Registered Landscape Architect (RLA), and/or Interior Designer (ID) for each required discipline. The level of building certification has not been determined at this time however LEED Accredited Professionals (LEED APs) are **required** for building/site certification. Include level of the Design Consultant's expertise in providing LEED points toward certification. **(30 points)**

- b. Project Team organization chart for managing project assignments and design resolution. **(5 points)**
- c. Related Work Experience of the Design Consultant with **three** projects having similar scope. Provide client references for previously substantially completed projects of similar scope. **At least one project must include experience with Construction Manager at Risk project delivery.** Projects shall include designs that implement energy efficiency, public safety, hurricane hardness, and other unique design related features. **(20 points)**
- d. Narrative describing Design Consultant's approach that employs 'Teamwork' as a method for producing project design and construction documents; resolving design, permitting, and owner issues; and the design process or methodology employed for similar projects. Describe what measures will be used to ensure that the project will be designed within budget, on schedule as related to construction phasing, and the firm's capabilities to provide a state of the art facility with a cost effective approach that assures a high quality design product.

Describe potential environmental/green design features and how design might incorporate use of natural light, energy efficient features to reduce operation and maintenance costs, use of vandal resistant materials, standardized maintenance equipment, and how the design provides for ease of maintenance and/or added safety/security features that promote better visibility of patrons in the building and on surrounding grounds.

Identify potential design and construction issues that may impact the project. **(25 points)**

- e. Design Schedule illustrating how the Design Consultant plans to complete all design phases and regulatory agencies permit applications for project work within an eight (8) month period with critical milestones identified and listing of available staff to perform the work in the time period indicated. **(15 points)**
- f. The location of offices for prime and sub-consultants including city, county and state and including anticipated percentage of work to be performed by each. **(5 points)**

31. SELECTION PROCESS

For the purpose of selecting the most qualified firm, the City will use a competitive selection process as set forth in pertinent City and State professional design consultant procurement requirements. The procedure will involve the following steps:

- a. The City will advertise and mail formal Requests for Proposals to interested Consultants.
- b. The City's Selection Committee will review, rank, and shortlist all Proposals received by the established deadline for submission. Oral presentations by the selected Proposers to clarify their proposals may be required. These presentations will serve to explain implementation techniques integral to their written proposal. Subsequent to the receipt of Proposals, the City may schedule a time for each requested oral presentation at a place convenient to the City subsequent to the receipt of Proposals.
- c. The City's Selection Committee will then rank each Proposal and prepare a recommendation for approval by the City Manager. Upon receipt of the City Manager's authorization, the City's Project Manager shall negotiate a contract with the selected firm. Should the Project Manager be unable to negotiate a satisfactory contract with the firm considered to be most qualified, the City Manager, or designee, shall terminate such negotiations with that firm and begin negotiations with the next most qualified firm and so on until negotiations are successful.
- d. **The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission, executed by the Mayor and City Clerk, and approved by the City Attorney. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.**

SCOPE OF PROFESSIONAL DESIGN CONSULTANT SERVICES

The Design Consultant will assist City representatives in the development of, and will have comprehensive responsibility for program verification, regulatory agency coordination, schematic design, design development, construction documents, permitting, bidding, construction administration, project close-out and post construction warranty. The anticipated project budget is approximately \$3.5 million and the project schedule is to be developed during design phase. Project consists of multiphase construction based on available funding.

Special issues and concerns include design to the available budget, delivery of the project within the project design schedule, and assist in planning the construction activities with selected Construction Manager and City representative.

Design Consultant is expected to work in cooperation with the Owner and Construction Manager throughout each design phase to ensure best methods and practices for effectively managing construction cost, selection of materials/equipment and systems for the project.

YVONNE SCARLETT-GOLDEN CULTURAL & EDUCATIONAL CENTER PROJECT SCOPE

The proposed Yvonne Scarlet-Golden Cultural & Educational Center is located on a 5.63 acre heavily wooded parcel within Derbyshire Park & Sports Complex, fronting Vine Street. The new facility is to be designed as a landmark feature for the park, neighborhood, and city and will house an approximate 17,000 square foot building/program area that will require Leadership in Energy & Environmental Design (LEED) points targeting selected certification based on funding.

Program design components are to provide for cultural, visual & performing arts, and modern educational services that include the following essential spaces and areas:

- studios/classrooms (music/dance/theater/ceramics/pottery/drawing/painting),
- performing arts auditorium/lecture hall,
- laboratories (multi-media),
- culinary arts kitchen,
- darkroom (photography/print making),
- information technology/library,
- exhibition gallery,
- café/retail (vending area),
- administrative/staff offices,
- lobby/reception area,
- restrooms,
- storage,

- parking,
- open-air classroom/amphitheater.

The design shall include a full back-up emergency power generator, security lighting, fire suppressions sprinklers, computer network and other such safety, security and design features that are consistent with public cultural and educational facilities of this nature.

The architectural design is to establish the 'state of art' Cultural and Educational Center that serves to enrich and inspire the neighborhood, community and city, modeling Mayor Scarlet-Golden's dedication throughout her life.

This facility's program design and building structure should be integrated so as to establish a flexible ideal plan that has the ability to change plan/space over time without disturbing either building structure or envelope enclosure. The design is to incorporate sustainable design, green environment features, passive energy systems, Crime Prevention through Environmental Design (CPTED) and systems to minimize products and equipment life cycle cost. (See attached Conceptual Design Phase drawing as reference).

THE DESIGN CONSULTANT (ALONG WITH APPROPRIATE SUB-CONSULTANTS) WILL FURNISH THE FOLLOWING REQUIRED PROFESSIONAL DESIGN CONSULTANT SERVICES:

A. PRE-DESIGN

1. PROGRAM VERIFICATION:

The Design Consultant will prepare a Project Design Report and submit for Owner's evaluation and approval that provides a statement of understanding for the project program (based on ECHO Grant Conceptual Design Phase drawings) and listing of required Regulatory Permitting Agencies, Building Codes and Standards that are to be implemented as design reviews and criteria for the project. Included is separate Environmental Studies Report indicating project compliance with HUD Grant Funding requirements/guidelines.

2. BOUNDARY & TOPOGRAPHIC SURVEY:

Boundary & topographic survey is available and may require additional survey information. Design Consultant shall observe and document actual site conditions. Include the final survey in the Project Design Report.

3. PROJECT SCHEDULE:

Provide proposed Project Schedule using Microsoft Project software for development and duration of project. Include Pre-Design, Design and Construction Document Phases, Permitting, Bidding, Construction and Warranty periods. Identify appropriate time for Owner's review of design documents at each phase of completion and Regulatory Agencies application, approval and issuance of permit. Include in Project Design Report.

4. CODES & REGULATORY AGENCIES LISTING:

The Design Consultant shall prepare a list of all applicable codes and regulatory agencies that are required for project approval. Include in Project Design Report.

B. DESIGN

1. SCHEMATIC DESIGN DOCUMENT:

Based on approved Project Design Report, the Design Consultant will study design alternatives that are applicable to project. Deliverables will include a minimum of two (2) alternate site and building designs delineating the cultural and educational programming requirements and site garden design concepts, Outline Specification, Construction Cost Estimate, and a public presentation. Drawings/plans to include; site and floor plans, building exterior elevations and sections, overall rendered perspective, and Materials & Color Sample Board. Coordinate locations for sub-surface investigation test borings and any other testing and survey required for design.

2. DESIGN DEVELOPMENT DOCUMENT:

The Design Consultant is to prepare, as a deliverable, Design Development Documents (drawings & specifications) for all disciplines of the project based on owner approved Schematic Design. Included is the site plan, landscape plan, floor plan, reflected ceiling plan, exterior building elevations, cross and transverse building sections, and wall sections drawings, structural and mechanical/electrical/plumbing plans, identification of all materials and equipment, utilities and facilities where required. Include as deliverables a Project Construction Cost Estimate and copies of regulatory agency applications and/or project approval.

3. CONSTRUCTION DOCUMENTS:

Based on Owner approved Design Development Documents, prepare four Construction Document Deliverable Phases; 30% completion, 60% completion, 90% completion and Final completion for project. Obtain approval from Owner Representative before proceeding to the next stage of development. Each Construction Document deliverable shall include the Project Manuals at an equivalent stage of completion. Include all required regulatory agency permits.

4. COST ESTIMATES:

Each deliverable shall include a Statement of Probable Cost from the Design Consultant and shall be in sufficient detail to show its methodology, completeness and be reconciled with Owner's Construction Budget.

5. COST RESPONSIBILITY:

The Design Consultant shall be responsible for compliance for the development of Construction Documents that can be competitively bid to allow award of a contract at a price not to exceed the construction budget. In the event competitive bidding exceeds that limitation, the Design Consultant shall modify the Construction Documents at no cost to the Owner until the budget requirements are met.

6. CODE COMPLIANCE:

The Design Consultant shall be responsible for compliance with all applicable building codes, accessibility provisions for handicapped persons, local ordinances, and other requirements from any governing authority having jurisdiction.

7. REVIEWS AND APPROVALS:

All document phases require Owner's review and approval before continuing to next phase of development.

8. REPRODUCTIONS:

All reproduction costs required for Pre-Design/Design Phase deliverables shall be the responsibility of the Design Consultant. All deliverable documents will be submitted in full size format. As a minimum, five (5) sets of Drawings and Specifications will be provided at each design phase. Final Construction Document Phase to have a minimum of twenty (20) hard copy sets of plans and one (1) electronic CD.

C. PERMITTING

1. PERMITS:

The Design Consultant shall be responsible for meeting all applicable permit requirements, approvals, and will submit all required documents to the appropriate governing authority for issuance of permits. The owner is to pay all permits and impact fees.

2. REPRODUCTIONS:

All reproduction costs and the development of additional drawings, specifications or other data for permitting submittals shall be the responsibility of the Design Consultant. A total of three (3) sets of full size format Construction Documents are required and to be signed and sealed by Architect and Engineer of Record.

D. BIDDING

1. PRE-BID MEETING:

Attend a Pre-Bid Meeting and provide technical assistance to the Owner and answer questions from prospective bidders.

2. BIDDING ADDENDA:

Assist in the preparation of bidding addenda and provide any required clarification drawings, specifications or other data. This shall include recommendations for substitutions.

3. REPRODUCTIONS:

Provide Owner one (1) set of full size format, reproducible Final Construction Documents and one (1) electronic copy of Final Construction Documents in a CD-ROM format approved by City of Daytona Beach. Reproduction costs shall be the responsibility of Design Consultant.

E. CONSTRUCTION

1. PRE-CONSTRUCTION MEETING:

Attend a Pre-Construction Meeting and provide technical assistance to the Owner and inform the Construction Manager of unique or complex construction issues.

2. CONSTRUCTION PROGRESS MEETINGS:

Attend regularly scheduled Construction Progress Meetings. The exact day and time will be determined at the Pre-Construction Meeting, but will occur no less than once each month (may be more frequent) throughout duration of construction.

3. CONTRACTOR SUBMITTALS:

Design Consultant to review and process (approve or disapprove) all Construction Manager's submittals that includes; material samples, product data and shop drawings.

4. REQUESTS FOR INFORMATION:

Provide a written response to all Requests for Information (RFI) from Construction Manager.

5. APPLICATION FOR PAYMENT:

Review and approve the Construction Manager's Application for Payment each month.

6. CONSTRUCTION ADMINISTRATION:

The Design Consultant shall perform weekly or bi-weekly inspections pending progress and stage of construction. Sub-Consultants shall also be required to conduct construction observations in their area of expertise and responsibility at intervals appropriate to the stage of construction. Provide written observation/field reports to the Owner's Representative and Construction Manager of all such visits throughout duration of construction.

7. SUBSTANTIAL and FINAL COMPLETION INSPECTIONS:

Assist the Owner's Representative in conducting Substantial and Final Completion Inspections. Verify the satisfactory completion of the Construction Contract and assist with obtaining all required project closeout documents.

F. POST CONSTRUCTION

1. WARRANTY INSPECTION: Attend the Warranty Inspection and answer questions that may arise during the Post Construction period approximately eleven (11) months after Construction Final Completion or issuance of Certificate of Occupancy.

G. DESIGN DELIVERY SCHEDULE

1. TOTAL DESIGN DURATION: The Design Consultant is to complete all required deliverables and permitting to Owner within two hundred forty (240) days from issuance of Notice to Proceed.

DRUG FREE WORKPLACE FORM

The undersigned contractor in accordance with the Florida Statue 287.087 hereby certifies that _____ does:

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Date: _____

Signature & Title



DERBYSHIRE PARK

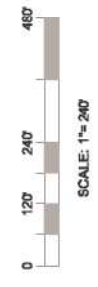
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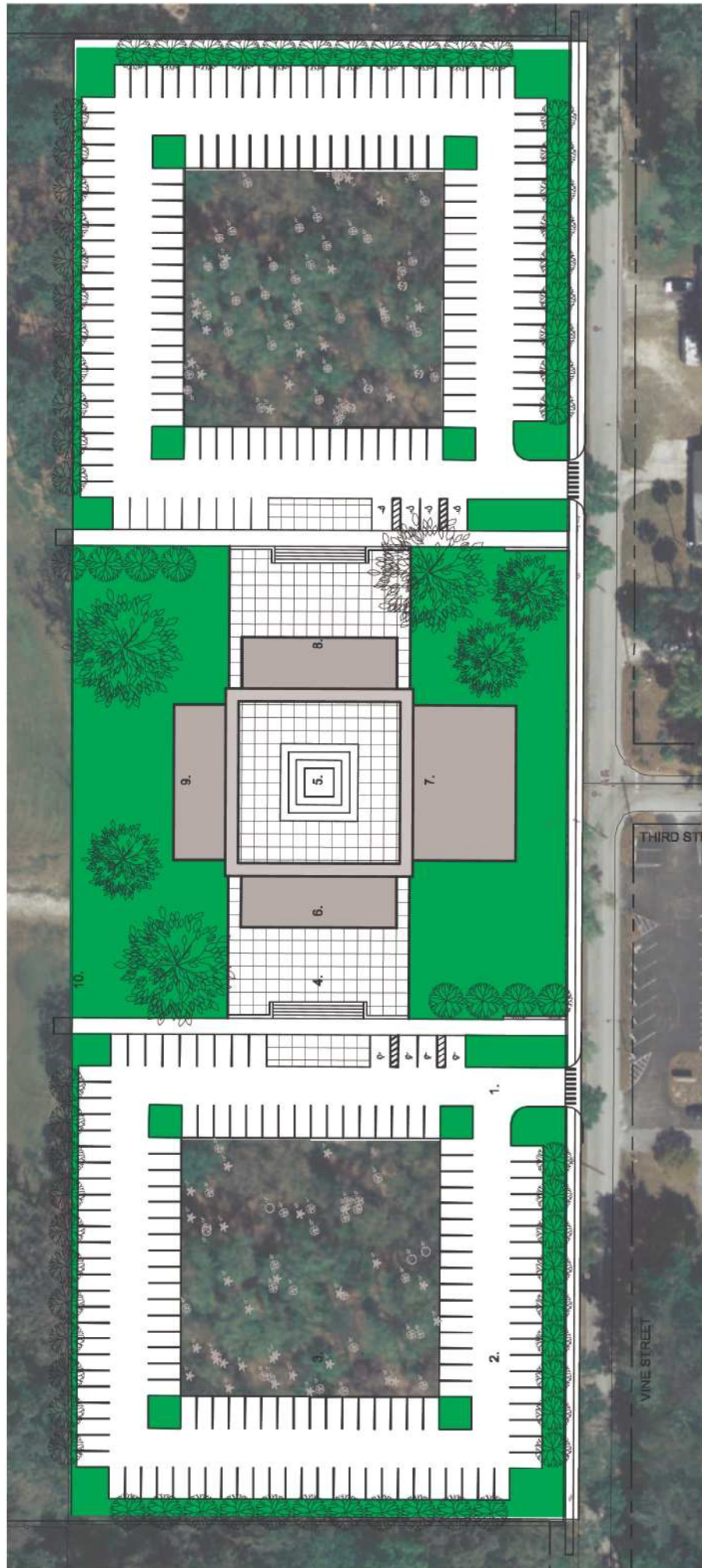
YVONNE SCARLETT-GOLDEN
CULTURAL & EDUCATIONAL COMMUNITY CENTER
City of Daytona Beach

**CONCEPTUAL DESIGN PHASE
MASTER PLAN**

DESIGNED BY - PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

1/23/2008





DERBYSHIRE PARK

PROPOSED

YVONNE SCARLETT-GOLDEN
CULTURAL & EDUCATIONAL COMMUNITY CENTER
City of Daytona Beach

CONCEPTUAL DESIGN PHASE SITE PLAN

DESIGNED BY - PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

10/2/2008



SITE PLAN LEGEND

1. Entry Drive
2. Parking (296 total spaces)
3. Drainage Retention Area
4. Entry Terrace
5. Amphitheater/Courtyard
6. Information/Studio/Laboratory
7. Performing Arts Theater/Exhibition Auditorium
8. Library/Studio Classroom
9. Studio Classroom/Laboratory
10. Sculpture Garden



SCALE: 1"= 50'



DERBYSHIRE PARK

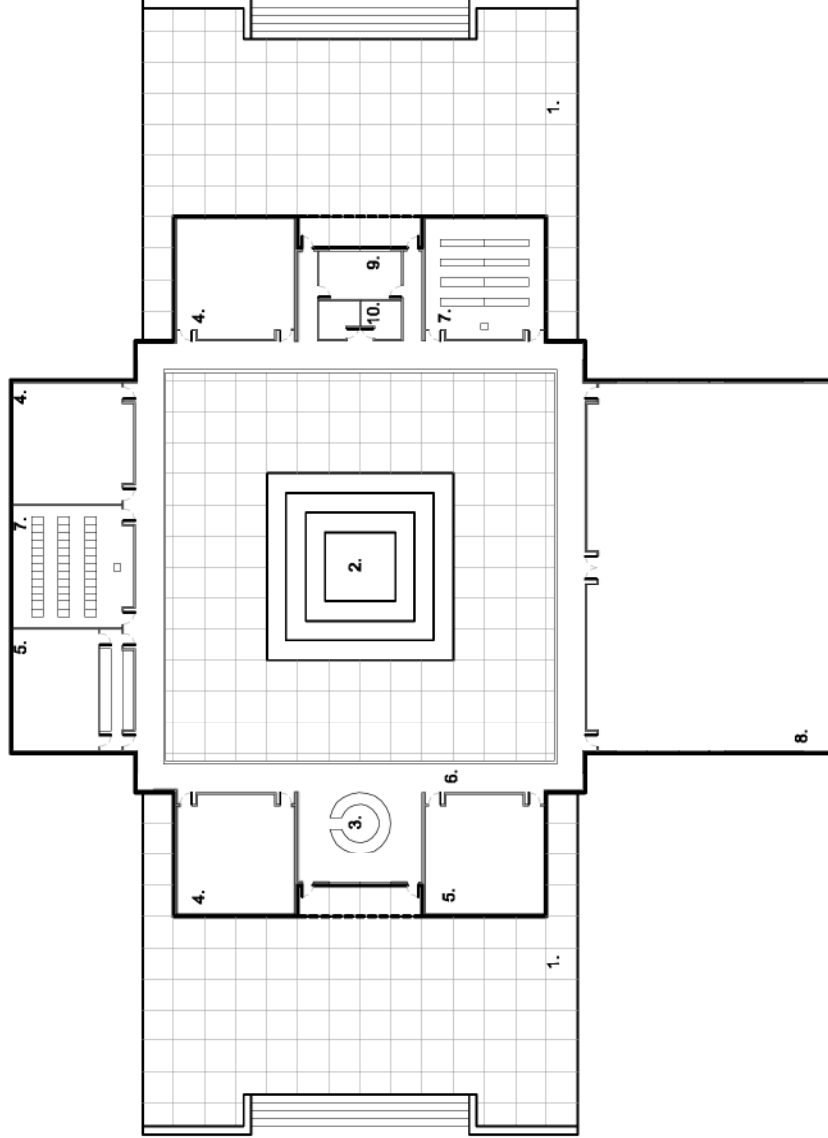
PROPOSED

YVONNE SCARLETT-GOLDEN
CULTURAL & EDUCATIONAL COMMUNITY CENTER
City of Daytona Beach

CONCEPTUAL DESIGN PHASE FLOOR PLAN

DESIGNED BY - PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

10/2/2008

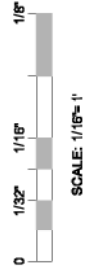
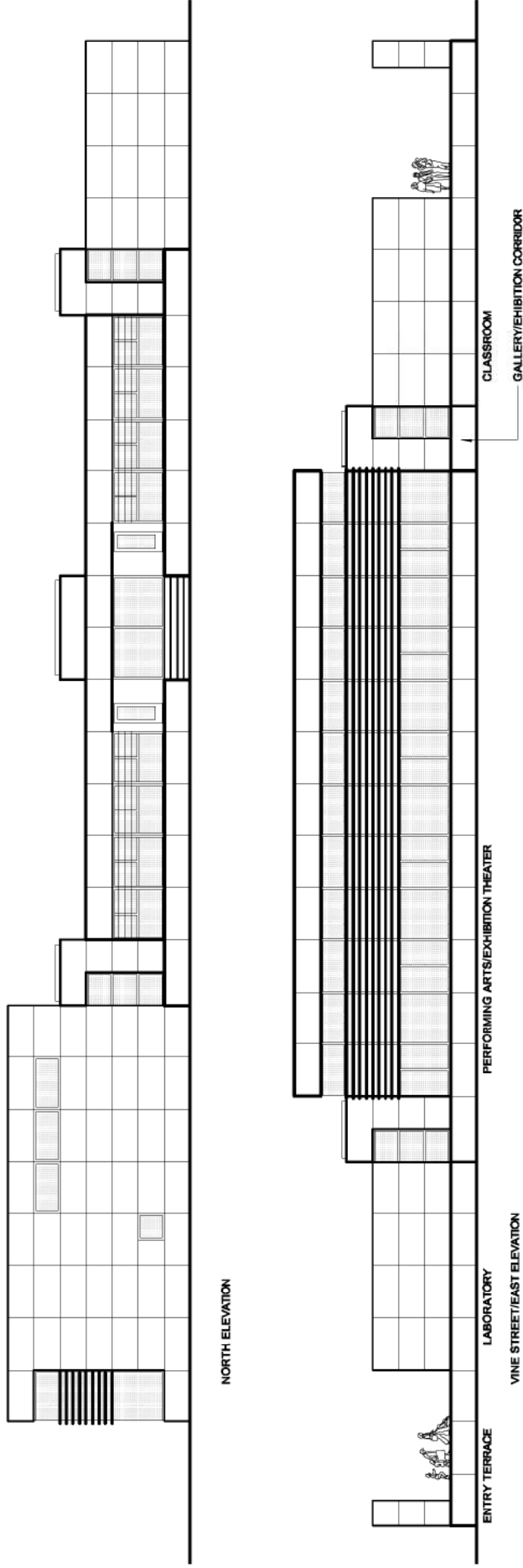


FLOOR PLAN LEGEND

1. Entry Terrace
2. Amphitheater/Courtyard
3. Information Desk (800 sq. ft.)
4. Studio (3 @ 925 sq. ft. ea.)
5. Laboratory-Photo/Print Making/Culinary Arts (2 @ 925 sq. ft. ea.)
6. Gallery/Exhibition Corridor (2,700 sq. ft.)
7. Classroom/Media/Music Center (2 @ 525 sq. ft. ea.)
8. Performing Arts Theater/Exhibition Auditorium/Multi-Purpose Area/Stage (8,225 sq. ft.)
9. Library (800 sq. ft.)
10. Restrooms (800 sq. ft.)
- Total 17,000 sq. ft.



SCALE: 1/32"= 1'



DERBYSHIRE PARK

PROPOSED

YVONNE SCARLETT-GOLDEN
CULTURAL & EDUCATIONAL COMMUNITY CENTER
City of Daytona Beach



CONCEPTUAL DESIGN PHASE BUILDING ELEVATIONS

DESIGNED BY - PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

10/2/2008