


**Business Partners Survey  
October 10-26, 2006**



Survey Results 

**SURVEY NAME:**

**Business Partners Survey**

**SURVEY DEMOGRAPHICS:**

[Click Here](#) for demographic data.

**SURVEY RESULTS:**

1. Please indicate your role on projects with the School District of Palm Beach County.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Architect or engineer	23.81%	5 entries
Construction manager or general contractor	42.86%	9 entries
Subcontractor	23.81%	5 entries
Supplier	0.00%	0 entries
Oversight committee member	4.76%	1 entries
School district staff or Board member	4.76%	1 entries
Other	0.00%	0 entries

**Total Entries = 21**

2. Are you currently working on one or more SDPBC capital construction projects?

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
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Yes	95.24%	20 entries
No	4.76%	1 entries

**Total Entries = 21**

**3. Questions 4-12 refer to the Selection Process for both architects and construction managers.**

4. The District's selection process generally results in the most qualified firm with the best proposal for the particular project being selected.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	14.29%	3 entries
Agree	38.10%	8 entries
Neutral	23.81%	5 entries
Disagree	19.05%	4 entries
Strongly disagree	4.76%	1 entries

**Total Entries = 21**

5. The time allowed between advertisement and the proposal submission deadline (currently four weeks) should be:

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Longer	9.52%	2 entries
Kept as is	80.95%	17 entries
Shorter	4.76%	1 entries
No opinion	4.76%	1 entries

**Total Entries = 21**

6. The information provided in RFPs is adequate.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	28.57%	6 entries
Agree	28.57%	6 entries
Neutral	33.33%	7 entries

Disagree	9.52%	2 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 21**

7. I would like to see presentations continued.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	38.10%	8 entries
Agree	28.57%	6 entries
Neutral	23.81%	5 entries
Disagree	4.76%	1 entries
Strongly disagree	4.76%	1 entries

**Total Entries = 21**

8. Proposers should be allowed to make comments at short-list meetings.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	19.05%	4 entries
Agree	42.86%	9 entries
Neutral	19.05%	4 entries
Disagree	4.76%	1 entries
Strongly disagree	14.29%	3 entries

**Total Entries = 21**

9. I recommend the use of vendor report cards and evaluations be continued.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	42.86%	9 entries
Agree	42.86%	9 entries
Neutral	9.52%	2 entries
Disagree	0.00%	0 entries
Strongly disagree	4.76%	1 entries

**Total Entries = 21**

**10.** Please indicate those individuals you feel should be on selection committees for Architects. (Check all that apply.)

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Program Management Project Coordinator	9.94%	16 entries
Program Management Senior Projects Administrator	10.56%	17 entries
Program Management Educational Planner	9.32%	15 entries
Program Management Assistant Director	6.21%	10 entries
Project Controls Director, Estimator or Scheduler	4.97%	8 entries
Planning Department Planner for the project	9.94%	16 entries
School Principal	8.70%	14 entries
Construction Oversight & Review Committee member	8.07%	13 entries
Community representative	1.86%	3 entries
Office of Diversity in Business Practices member	5.59%	9 entries
School Police member	3.73%	6 entries
School Board member	1.86%	3 entries
Building Department representative	9.32%	15 entries
M&PO member	4.35%	7 entries
Construction Manager	5.59%	9 entries

**Total Entries = 161**

**11.** Please indicate those individuals you feel should be on the selection committees for Construction Managers. (Check all that apply.)

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Program Management Project	12.84%	19 entries

Coordinator		
Program Management Senior Projects Administrator	10.81%	16 entries
Program Management Educational Planner	4.05%	6 entries
Project Controls Director, Estimator or Scheduler	10.14%	15 entries
Planning Department Planner for the project.	6.76%	10 entries
School Principal	5.41%	8 entries
Construction Oversight & Review Committee member	10.81%	16 entries
Community representative	2.03%	3 entries
Office of Diversity in Business Practices member	5.41%	8 entries
School Police member	1.35%	2 entries
Architect	4.73%	7 entries
School Board member	3.38%	5 entries
Building Department representative	8.78%	13 entries
Program Management Assistant Director	6.76%	10 entries
M&PO member	6.76%	10 entries

**Total Entries = 148**

**12.** You may make an open-ended comment on the Selection Process here.  
Question Type: Essay

Architectural presentations should be allowed more time.

While report cards currently allow you to disagree, that is not reflected in scores selection members see. Proposers should be allowed to correct statements made by members of committees.

The selection process for Architects for re-use schools should be limited to the Program Management Assistant Director, the Program Management SPA, the Building Department Representative, and the Program Management Educational Planner. With no presentations.

The CM should be selected sooner ( at or about the about the time the AE is selected )

The selection committees have gotten way too big. I suggest that people that will have most impact on the project and its results should be on the selection committee. These staff members should stay involved throughout the design, construction and close-out process so they get a sense of ownership in the ultimate success or failure of the project. This would be great for accountability purposes. More info about the projects should be provided about scope of work and potential issue during the RFQ stage and definitely prior to the site visit. Information is sometimes vague. The District does a great job at providing budget amount as well as start and completion dates and budget with RFQ. During the shortlist, there are times when negative comments are said about a firm that may or may not be just hear say and not true. Not sure if applying firms should have opportunity to say anything or not. It could get out of hand but at the same time negative comments that are said could sway decisions of other selection committee members, which would be fair. Not sure what the solution is for this but something should be done. Maybe comments about firms shouldn't be allowed. The selection committee member should just come with their scores finalized.

Selection Committee members need training as to process and criterion to be adhered to and to keep personal issues and non-criteria issues absent from process. Vendor evaluations is good in concept, but it's current application and lack of a response process is causing this to not do what it is intended to, in a fair manner for all parties, and is costing some companies to be unfairly judged and kept from further work. The M/WBE CM criteria is good in concept, but is ambiguous, and is being implemented differently by many, to where it is not truly providing the intent of the idea, and is costing tax payers millions of dollars each year, that could be better spent. Recognize that The State allowed the EEO to expire because it was not working as intended and wasted lots of public money. Scoring by committee members is vastly different between the Proposers on similar criteria and information that clearly reflects favoritism and/or inequality in judgments. Some criteria is objective and some discretionary. Legal counsel should educate the differences and the obligations to this process. Too many personal issues enter this process and those who continue to do so, should be directed properly, and/or kept out of the process.

Providing budget info at the presentation is pointless. There is insufficient information to provide anything of value.

The architect selection process has turned into a short (1-2 week) un-compensated design competition without the benefit of discussion with any of the selection committee.

To penalize for amount of work should be reviewed. Selection should be based solely on qualifications

Selection should be based on past performance. Points should not be taken out for amount of work with the district.

There is an ethical problem concerning the allowing of AE firms viewing the presentations by shortlisted firms: 1. Either after the viewing firm has presented and or 2. If the viewing firm is not one of the shortlisted firms, but

is shortlisted against the presenting firm on a future project. We know that the presentations are a "public meeting 'sunshine' presentation", but the ethics of the AIA prohibit such action. Based upon an incident like one of those listed above, the viewing firm hired away a staff member whom they would never have known about. Comment by George H. Hohmann, AIA- ACAI, Thanks

The selection process should be weighted towards the SDPBC staff members who actually have to deal w/ the AE or CM selected.

**13. Questions 14-18 address Contracts.**

**14.** The district should use more of the following project delivery methods on its large construction projects: (Check all that apply.)

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Design-Bid-Build	10.71%	3 entries
CM @ Risk	57.14%	16 entries
CM Agency	10.71%	3 entries
Design / Build	17.86%	5 entries
Multiple Prime Contracts	3.57%	1 entries
<b>Total Entries = 28</b>		

**15.** The District's current architect agreement documents are (check all that apply):

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Easy to understand and use	28.57%	6 entries
Concise	9.52%	2 entries
Well coordinated	23.81%	5 entries
Up to date with current laws, codes and policies	19.05%	4 entries
None of the above	19.05%	4 entries
<b>Total Entries = 21</b>		

**16.** The current construction management agreement documents are (check all that apply):

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
---------------	-------------------	----------------

Easy to understand and use	15.79%	3 entries
Concise	10.53%	2 entries
Well coordinated	21.05%	4 entries
Up to date with current laws, codes and policies	10.53%	2 entries
None of the above	42.11%	8 entries

**Total Entries = 19**

**17.** Contractors don't take liquidated damages seriously because they are rarely assessed penalties.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	4.76%	1 entries
Agree	19.05%	4 entries
Neutral	23.81%	5 entries
Disagree	23.81%	5 entries
Strongly disagree	28.57%	6 entries

**Total Entries = 21**

**18.** You may enter an open-ended comment concerning Contracts here.

Question Type: Essay

Total Number of Entries: 21

I don't believe the agreements are unfair or fair as currently used. The fee negotiation process is, however, flawed in that it does not meet Board policy nor is fair in terms of fees for services required.

They must be executed with a quicker turn-around time. Presently we're waiting up to two months to get contracts out of the SDPBC Legal Department.

The LDs are too high. The basic document has become too onerous, and there are many inconsistencies that need to be addressed.

No damage for delay clause for contractors is not acceptable. Contractors need to be funded general conditions costs for delays beyond their control. Close-out and slow payment process is very costly to the contractor and more importantly subcontractors who are much smaller in size.

Program Management controls contracts & GMP issues, that M&PO and Bldg Dept are unaware of which is a huge disconnect between those

entities and is very important to vendors, and peoples perceptions of same. Contracts are essential. So too is for all parties there under, and inter-related to, to understand the contracts of each party. There is a large disconnect between the parties and their understandings of each, which makes for debate and incorrect conclusions and perceptions. Many Owners and Architects representatives do not understand the current CMAR contracts in place, which essentially describe a "Cost-Plus-Fee". Some of these Owner's and Architects representatives employ a Hard-Bid G.C. type of agreement mentality to the CMAR contract in effect, which causes great hardships between the parties. Some Owner representatives do not embrace the Team concept that is the nature and intent of the CMAR delivery method, and instead of embracing the CM as a partner, treats the CM as an adversarial GC under hard-bid mentality, inappropriately. LDs: it's not so much that people do not take them seriously; they do. It is more that an Owner can only truly assess such penalties, if their house is clean. In many cases, their house is not clean, and they are a culpable party to the result. When Owner and Design Teams are without fault, LDs would be easier to enforce. Current contracts in place between Owner and Arch/Design Teams, and Owner and CMs, say one thing, that generally follow principals of The AIA, and/or State Division of Management Services (DMS), yet the procedures forced upon the parties, by the Bldg Dept, Program Management, and M&PO, do not comply, and do not afford the parties the fair and objective treatment for the deviations from contract, to Owner preferences/procedures implemented. This leaves the District subject to large debate and ambiguity if tested under legal jurisdictions.

In the current market environment it is unfair to transfer risk of liquidated damages to subcontractors, who don't necessarily have control. Get rid of MCIP!!!

Contract has significant inconsistencies and extremely onerous clauses. For example; the contract allows the owner to significantly change the scope of the contract without increasing Management fees or the project duration. The contract allows for consequential damages in addition to LD'S. The General Conditions conflict with the Contract. The items to be included in GC's do not conform to industry or District practice. The contract needs Major revision

While the District rarely enforces Liquidated Damages, I think the main reason is that the District is partly to blame for lack of turn around in most instances. CCAs take almost 8 weeks to get signed; payments are late on a monthly basis.

Need to force Architects to respond to RFI and review Submittals within 14 days; This policy should be enforce

Concern about the Liability Insurance requirements as there are some portions which are uninsurable by the major carriers. Architects are signing the Contracts and if the District were to sue, the Insurance Companies will not pay and the architect is not covered.

#### **19. Questions 20-24 concern Change Management.**

**20.** Design and construction contingency change authorizations (CCAs) and construction change directives (CCDs) are processed expeditiously.  
Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	15.00%	3 entries
Neutral	10.00%	2 entries
Disagree	30.00%	6 entries
Strongly disagree	45.00%	9 entries

**Total Entries = 20**

**21.** If the Contractor and District do not agree on a change order amount, the District should pay based on their estimate and continue working on resolving the difference.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.00%	1 entries
Agree	45.00%	9 entries
Neutral	10.00%	2 entries
Disagree	15.00%	3 entries
Strongly disagree	25.00%	5 entries

**Total Entries = 20**

**22.** Whenever possible, changes involving time should be worked out at the same time as the cost is resolved.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	45.00%	9 entries
Agree	55.00%	11 entries
Neutral	0.00%	0 entries
Disagree	0.00%	0 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 20**

23. The District should hire a third party consultant to do all of the scheduling rather than have architects and contract managers prepare schedules.

Question Type: Single Choice

Answer	Percentage	Entries
Strongly agree	4.76%	1 entries
Agree	14.29%	3 entries
Neutral	14.29%	3 entries
Disagree	28.57%	6 entries
Strongly disagree	38.10%	8 entries

**Total Entries = 21**

24. You may enter an open-ended comment about Change Management here.

Question Type: Essay

The CCA process has caused many subs to stop bidding school work b/c it takes too long to get them paid. As a result the cost of building a school has increased because of the lack of competitive bidding of subcontracts.

Slow change order approval payment affects small subcontractors with cash flow issues. The contingency set up for change orders seems to work well. There is usually a problem when dollars go beyond the contingency amount.

Contracts say how this process works; yet Owner follows another process not specified, blindly and without contract amendment. Additional parties to contracts, typically come with higher costs for the parties because of added efforts. District does not handle this fairly. On average, changes approvals, takes 4 - 6 months from Owner, which is not conducive to cost control, nor timely completion. Contracts and industry practices specify that changes should be approved prior to implementation, yet the dirty secret in the District is that if projects were to wait for such official steps, the jobs would not be done on time. Subcontractors and CMs are not in the business to finance the Owner's projects. The entire subcontractor community at large is exhausted with proceeding with incorporating changes into the projects, only to be questioned and berated over pricing for 3 to 6 to 8 to 12 months after the work was completed, and not allowed to bill for services rendered, as they are being rendered. Undue enrichment is not an option allowed to the Owner. Accelerated work/phases without funding/contract adjustment for same is not an option of the Owner, yet it has been the ploy in the past 2 - 3 years by some Owner representatives. Architects are no longer on-point and made

to perform the roles obliged by them under the terms of the CMAR and Arch. Contracts; Owner interferes with that; Owner does not allow those who have the professional accountability to retain that; Owner takes on responsibilities of other parties by actions. In a hard-bid situation/delivery method, the Owner would stand to be losing much time and money as these matters would proceed to litigious proceedings, and would not bode well for The District. In short, Contracts say one thing, that follows a standard from the industry and associations, but Owner applies out of sync with same. Urgency should be equally shared by all parties on a project, yet the perception is that while the subs and CMs take Owners concerns as their own; there is no reciprocity, and when something is important to the Owner, everyone is to jump however, when something is important to the subs or CMs, Owner decides when they will consider it important, which usually is not until it's become an emergency. Design Teams have professional responsibility to review and make recommendations to Owner, who can accept, or reject and move on. Design Teams are more and more questioned then ever, and threatened/coerced into changing or structuring their objective/professional response, which hurts everyone in the process. Owner spends too much time not trusting the parties to their projects for the professional responsibility imposed on each party (A/E/CM/Subs) and is counter-productive to intent of final goals and objectives that should be the mutual goals and objectives of all. Subcontractors provide current market standard pricing and try to look out for the future. They do not take well to an in-house estimator of the Owner working towards Davis-Bacon certified payroll type pay structures, or telling them their materials cost less than what they are paying, or that their proposed costs are only worth 60% of what they submitted, after design teams have already validated the subs market and fair costs. District used to follow approach, of is it fair and reasonable in competitive market, as indicated on Office of Educational Facility State forms. Seems like District estimator is comparing to a Means pricing structure, which can be done in many different ways, and subject to many ambiguities. Mutual agreement on pricing methods/approaches/reference materials should be established up front; some subs use their trade industry manuals that an Owner's estimator will not have access to. Most use actual project cost historical data and real-time pricing, which is not available to the Owner's estimator. Subs are largely to the point, of preferring to not take on changes for this Owner, until and unless, all approvals and funding is in place so that they can promptly bill for same once the work is done, or as it is being done. Some subs have spoken to their legal counsel on changes and the way they have suffered. They have been advised that their counsel would rather seem them refuse to do additional services work until all considerations have been approved and executed in writing in advance, as they would rather represent their clients to argue why they did not perform additional services that were not approved in advance (as required by contract and industry standard), then to have them representing their clients to get paid for additional work they performed, that was not approved. Too many changes into a project, redirects the

forces' attention away from the unchanged work and original intent to focus on that and get the job done, and rather directs their focus more to the changed work, causing a myriad of problems. There are too many changes on the District's projects. Changes need to be controlled and minimized.

Scheduling begins with the release of the RFP in enough time to select the architect, negotiate the contract and produce the work to make the ultimate goal of construction start at the end of the school year. Typically, the district starts the process too late.

In many cases subs are being forced to finance completed change order work due to issues with timely approval by the District. Need to improve on this to retain top tier subs interest in School District work.

Estimator is not up to date with current costs; responses to CCA or CCD take to long.

**25. Questions 26-30 deal with Fees.**

**26.** The fees the District pays Architects are adequate.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.88%	1 entries
Agree	0.00%	0 entries
Neutral	58.82%	10 entries
Disagree	29.41%	5 entries
Strongly disagree	5.88%	1 entries

**Total Entries = 17**

**27.** The fees the District pays Construction Managers for pre-construction phase services are adequate.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	10.53%	2 entries
Agree	21.05%	4 entries
Neutral	47.37%	9 entries
Disagree	21.05%	4 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 19**

**28.** The fees the District pays Construction Managers for construction-phase services are adequate.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	10.53%	2 entries
Agree	10.53%	2 entries
Neutral	42.11%	8 entries
Disagree	26.32%	5 entries
Strongly disagree	10.53%	2 entries

**Total Entries = 19**

**29.** The District's switch to using lump-sum general conditions is a major improvement.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.26%	1 entries
Agree	21.05%	4 entries
Neutral	52.63%	10 entries
Disagree	5.26%	1 entries
Strongly disagree	15.79%	3 entries

**Total Entries = 19**

**30.** You may enter a write-in comment about Fees here.

Question Type: Essay

Fees paid to Architects no longer reflect the additions of tasks that are expected. Again, the current negotiation process does not even meet Board policy on the subject, and there has been no willingness to address the situation.

Fees should be a direct function of risk and size of contract. Perhaps the fees should be stated in the RFP.

School Board's process of comparing % GC's and fees to other projects is unfair as expectations and difficulty levels of jobs differ.

Again, need to read and understand your own contracts, which come from

the model established from The DMS. Adage of "you get what you pay for" holds true in regards to fees to Design Teams and CMs, so do not be disappointed when you expect higher level of service, but are unwilling to fund it. There is a disparity among the rates paid to CMs for their O/H&P which is not right. There are clearly defined conditions for the costs of CM's staffing on projects that are based on the logistics of the project, duration and requirements to fulfill by that staff. Applying this instead to a District-wide percentage over all projects, without differentiating between the types of projects, volume, complexity, etc., is just wrong. There are one set of rules for one CM and yet a different rules and enforcement to the rest, which is unacceptable and should not be tolerated, no matter the results or history. If The District decides to deviate on one job, from that required by contract, then they should be willing to put that in writing, and also recognize that when they make comparisons and judgments. Staffing requirements specified from the RFP, and the CMAR agreements, should be maintained and paid for; not ignored and negotiated and certainly not negotiated differently amongst the various CMs.

Architectural fee "negotiations" have become a take-it or leave-it process with no consideration given to the complexity of the work.

The construction phase services are not equitable for small projects and can be too large for big projects. The District needs to develop a sliding scale for evaluating construction phase fee. The contract needs to be updated to reflect lump sum general conditions, some SPAs are honoring this and others are still asking for detailed billing.

The District should not use a percentage to evaluate GC, since each project is different. The District should review the breakdown of the GCs provided by the CM to evaluate if it is in line with the type of project been considered.

A/E fees are based on budgets established by the District. The budgets are unrealistic and are out of date. Example \$4.9mil budget for a 40,000SF addition with CM Phase II estimate @\$7.4mil. Architect estimate prior to Contract Negotiation was \$7.2mil. Contract base on the \$4.9mil number. Unfair!

**31. Questions 32-35 concern District Standards**

**32.** The District's Educational Specifications are well prepared and current.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	15.00%	3 entries
Agree	35.00%	7 entries
Neutral	45.00%	9 entries
Disagree	5.00%	1 entries

Strongly disagree	0.00%	0 entries
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**Total Entries = 20**

**33.** The District's Design Guidelines are well prepared and current.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	10.00%	2 entries
Agree	45.00%	9 entries
Neutral	40.00%	8 entries
Disagree	5.00%	1 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 20**

**34.** The District's Master Specifications are well prepared and current.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.00%	1 entries
Agree	45.00%	9 entries
Neutral	20.00%	4 entries
Disagree	30.00%	6 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 20**

**35.** You may enter an open-ended comment about District

Standards here.

Question Type: Essay

Fees paid to Architects no longer reflect the additions of tasks that are expected. Again, the current negotiation process does not even meet Board policy on the subject, and there has been no willingness to address the situation.

Fees should be a direct function of risk and size of contract. Perhaps the fees should be stated in the RFP.

School Board's process of comparing % GC's and fees to other projects is unfair as expectations and difficulty levels of jobs differ.

Again, need to read and understand your own contracts, which come from the model established from The DMS. Adage of "you get what you pay for" holds true in regards to fees to Design Teams and CMs, so do not be disappointed when you expect higher level of service, but are unwilling to fund it. There is a disparity with the rate paid to CMs for their O/H&P which is not right. There are clearly defined conditions for the costs of CMs staffing on projects that are based on the logistics of the project, duration and requirements to fulfill by that staff. Applying this instead to a District-wide percentage over all projects, without differentiating between the types of projects, volume, complexity, etc., is just wrong. There are one set of rules for one CM and yet a different rules and enforcement to the rest, which is unacceptable and should not be tolerated, no matter the results or history. If The District decides to deviate on one job, from that required by contract, then they should be willing to put that in writing, and also recognize that when they make comparisons and judgments. Staffing requirements specified from the RFP, and the CMAR agreements, should be maintained and paid for; not ignored and negotiated and certainly not negotiated differently amongst the various CMs.

Architectural fee "negotiations" have become a take-it or leave-it process with no consideration given to the complexity of the work.

The construction phase services are not equitable for small projects and can be too large for big projects. The District needs to develop a sliding scale for evaluating construction phase fee. The contract needs to be updated to reflect lump sum general conditions, some SPAs are honoring this and others are still asking for detailed billing.

The District should not use a percentage to evaluate GC, since each project is different. The District should review the breakdown of the GCs provided by the CM to evaluate if it is in line with the type of project been considered.

A/E fees are based on budgets established by the District. The budgets are unrealistic and are out of date. Example \$4.9mil budget for a 40,000SF Addition with CM Phase II estimated @\$7.4mil. Architect estimate prior to Contract Negotiation was \$7.2mil. Contract base on the \$4.9mil number. Unfair!

**36. Questions 37-39 concern Payments.**

**37.** The District processes payment applications in a timely fashion.

Question Type: Single Choice

Answer	Percentage	Entries
Strongly agree	10.00%	2 entries
Agree	20.00%	4 entries
Neutral	15.00%	3 entries

Disagree	10.00%	2 entries
Strongly disagree	45.00%	9 entries

**Total Entries = 20**

**38.** The following elements in the payment process need urgent improvement or, perhaps, elimination. (Check all that apply.)

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Subcontractor submittal of required documents	6.25%	2 entries
Preparation by the Construction Manager	6.25%	2 entries
Pencil copy review	9.38%	3 entries
Architect's review	18.75%	6 entries
Field Representative/Project Coordinator review	15.63%	5 entries
Senior Project Administrator review	15.63%	5 entries
Treasury review	12.50%	4 entries
Mailing of checks	15.63%	5 entries

**Total Entries = 32**

**39.** You may enter an open-ended comment about Payments here.

Question Type: Essay

We are having trouble with the approval on some projects due to the loss of paperwork on several occasions.

We have some invoices that are more than a six months old.

Of all the clients we have, the School District has the reputation of paying the slowest.

Some go well; others do not. It has largely depended on the on-site staff of the Owner and Architect, and the culture established on each project from the on-set. It takes approx. 10 days for CMs to ready all the subs pay apps and prepare the pencil copy. Pencil copy reviews by on-site staff and Snr. PA, should be done and completed on-site, on same day as a regular O/A/CM meeting each month and only specific questions should roll past into the next day on rare occasions. Some on-site coordinators do not

participate well in this whatsoever and hold pencil copies for several days, a week, or more and that should be deemed to be unacceptable and punitive actions should be taken on that individual, or they should be removed from the process and taken over by the Snr. PA. Too many Snr. PA's have so many projects going, that they have to rely on their on-site coordinators, who at times, in some cases, do not demonstrate a level of competence and do demonstrate interference that needs to be contained, but is instead ignored. If a Snr PA does allow the on-site coordinator to make such decisions, then the Snr. PA should not have to perform their own detailed review after they receive the final pay app. Their detailed review should be at the same time as the on-site staff's and Design Team's...in the pencil copy. On-Site reps seem to be the ones who provide PPEs that are posted on the Districts web site and distributed to committees under the name of the Snr. PA. If it is to be under the name of the Snr. PA, then that is the person who should provide the PPE, not the on-site rep. If a CM objects to a given PPE and requests a discussion to address, then that information should be made known to the committees and web sites where such PPE information is made public and the CMs positions are not reflected. This is a one-way and unfair process at this time, especially when the on-site rep providing the PPE is not competent, knowledgeable and they were intentionally excluded by their superiors from the final revisions to given Gimps/Contracts, and never instructed by their superiors as to the mandated revisions.

Some CMs process subs payment a lot more timely than others. Shouldn't they all follow the same procedure?

The District's reputation for payment is very poor.

Processing of DPO payments is always slow and this is pushing vendors to increase the prices for District projects. Payment to the CMs varies by the project coordinator and SPA, some process payment quickly and others sit on payment documents and slow the process down significantly.

**40. Questions 41-48 concern the Planning Process.**

**41.** The District does a good job of anticipating its needs for space.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	15.00%	3 entries
Agree	55.00%	11 entries
Neutral	25.00%	5 entries
Disagree	0.00%	0 entries
Strongly disagree	5.00%	1 entries

**Total Entries = 20**

**42.** The District allows ample time for design.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	35.00%	7 entries
Neutral	15.00%	3 entries
Disagree	25.00%	5 entries
Strongly disagree	25.00%	5 entries

**Total Entries = 20**

**43.** The District allows ample time for construction.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	38.10%	8 entries
Neutral	28.57%	6 entries
Disagree	19.05%	4 entries
Strongly disagree	14.29%	3 entries

**Total Entries = 21**

**44.** The District does a good job preparing project budgets.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.00%	1 entries
Agree	25.00%	5 entries
Neutral	20.00%	4 entries
Disagree	35.00%	7 entries
Strongly disagree	15.00%	3 entries

**Total Entries = 20**

**45.** The best avenue(s) for the District to follow to save money on construction are (check all that apply):

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Use more prototype designs	13.73%	14 entries
Standardize more building materials from school to school	14.71%	15 entries
Standardize more furnishings from school to school	11.76%	12 entries
Use less expensive building materials	0.98%	1 entries
Reduce the square footage of certain spaces	5.88%	6 entries
Institute formal value engineering	5.88%	6 entries
Relax the District standards	6.86%	7 entries
Build bigger schools to increase the economies of scale	2.94%	3 entries
Build more multi-story buildings	7.84%	8 entries
Eliminate some unnecessary "bells and whistles"	10.78%	11 entries
Use direct purchase orders for purchases <\$5,000	3.92%	4 entries
Eliminate some non-instructional spaces; e.g., auditorium or stadium.	4.90%	5 entries
Form a committee to study ideas and make recommendations.	9.80%	10 entries

**Total Entries = 102**

**46.** Generally speaking, the District's Planning, Building, Program Management staffs are trained and experienced for the duties they perform.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	23.81%	5 entries
Agree	52.38%	11 entries
Neutral	14.29%	3 entries
Disagree	9.52%	2 entries

Strongly disagree 0.00% 0 entries

**Total Entries = 21**

**47.** I would rate the following staff members either good or very good in terms of their knowledge, professionalism and responsiveness. (Check all that apply.)

Question Type: Multiple Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Field Representatives/Project Coordinators	9.48%	11 entries
Senior Project Administrators	12.07%	14 entries
Senior Staff: Assistant Directors, Directors and Division Chief	12.07%	14 entries
Planning Department staff	10.34%	12 entries
Construction Inspectors	6.90%	8 entries
Plan Examiners	8.62%	10 entries
Maintenance staff	6.90%	8 entries
School Police staff	8.62%	10 entries
Information Technology staff	6.90%	8 entries
Treasury staff	6.90%	8 entries
Construction Purchasing staff	11.21%	13 entries

**Total Entries = 116**

**48.** You may enter an open-ended comment about the Planning Process here.

Question Type: Essay

I believe the District is doing all it can to address increases in cost.

By far the best District in the state of Florida.

If the District wants to save money, they need to reduce the average SF per Student Station as it's among the highest in the State.

Architects need to have their finish schedules completed earlier in design so Builders can make comments on constructability and value alternatives earlier that can save time and money.

One can only plan so far and keep up so much with the changing needs of demographics, user needs, and technology. A plan is just that...a plan.

Plans are living-products that change and have to be implemented, monitored and adjusted. Staffing: there will always be the occasional bad-apples and non-performers. It is when they are not recognized and dealt with, that they become a poisoning component to the culture, and too much gossip and rumor-mongering takes place, as well as bad-faith participation, based on personalities, misconceptions, lack of knowledge, rather than project and contract facts. Previous Director of Program Management instilled a culture that took the District light-years backwards, after Mr. Bill Malone's great strides at taking the District forward with its relationships and results with the business community at large. Subs have been hurt badly and there is mending to do. On-Site representatives that cause more trouble and do not want to do their own jobs, need to be dealt with to re-direct and be monitored and if refuse to do so, they should be taken out of the picture, as there is too much at stake. There is a very large perception that this District is the most unappreciative client to work for, that we work very hard for, and that deflates people's motivations. Appreciation beyond the opening day of school would go along way. Another perception is that this District discounts any positives, and focuses purely on the negatives and looks to make big issues out of what they do not like, rather than see all that went well. That makes people and companies, not want to work for them or work for them for very long.

Some of the Construction Inspectors have hidden agendas or self conceived requirements.

Need to re-think usefulness and cost effectiveness of certain programs; MCIP, Commissioning are prime examples.

Very poor project budgeting, but it is understandable in the current South Florida Construction Climate. This is expected to continue for the next 18-24 months, regardless of the supposed recession. Maybe the district should hire an outside cost estimator to help w/ budgeting.

**49. Questions 50-56 ask you to evaluate departments that work closely with the Facilities Management Division.**

**50.** The Treasury Department processes payment applications in a timely manner.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.00%	1 entries
Agree	25.00%	5 entries
Neutral	25.00%	5 entries
Disagree	30.00%	6 entries
Strongly disagree	15.00%	3 entries

**Total Entries = 20**

**51.** The Treasury and Purchasing Departments are helpful and efficient in processing direct purchase orders.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	25.00%	5 entries
Neutral	40.00%	8 entries
Disagree	25.00%	5 entries
Strongly disagree	10.00%	2 entries

**Total Entries = 20**

**52.** Construction Purchasing does a good job of conducting the selection process.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	25.00%	5 entries
Agree	50.00%	10 entries
Neutral	25.00%	5 entries
Disagree	0.00%	0 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 20**

**53.** Construction Purchasing does a good job in conducting contract negotiations.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	15.79%	3 entries
Agree	26.32%	5 entries
Neutral	36.84%	7 entries
Disagree	21.05%	4 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 19**

**54.** Legal Services does a good job with updating the contracting documents.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	15.00%	3 entries
Neutral	45.00%	9 entries
Disagree	5.00%	1 entries
Strongly disagree	35.00%	7 entries

**Total Entries = 20**

**55.** School Police is helpful in the design phase by ensuring the design complies with Crime Prevention Through Environmental Design Principles.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	11.76%	2 entries
Agree	47.06%	8 entries
Neutral	29.41%	5 entries
Disagree	11.76%	2 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 17**

**56.** You may enter an open-ended comment about departments that work with the Facilities Management Division here.

Question Type: Essay

Legal, either has not educated the employees of Facilities Management what the contracts actually say, or they have no idea what the Facilities Management departments actually do, until it is too late and a legal issue. The attitude that legal does not get involved in the Facilities Management "business decisions" and is only there to advise when they know of something against law or ethics or help guide a dispute resolution process, is a large disconnect and cause for concern. If Owner authors, issues and then tries to implement and enforce a contract, then everyone working

under that contract, should know what the contract says, and what it means and what is right and what is wrong, there under. Currently, most do not. The DPO process is good as far as intent, however there has been a disconnect between what Purchasing views this to be, what Program Management views it to be and what the contracts and previously approved Sales Tax Exempt Transactions Procedures Instructions said this was to be. Recent attempts have been made to correct these conflicts however, was poorly drafted and attempts to address the inconsistencies and deficiencies, have gone without attention to correct, and has recently been issued into new RFP's, but remain defective in terms of its new specifications. The disconnects among Board approved procedures, board approved contracts, and the inter-departmental application of a process, still need to be improved and remedied.

This is the first time I have heard the mention of CPTED. I happen to be certified.

**57. Questions 58-61 concern Information Technology improvements. Note that the District recently purchased a Computer Aided Facilities Management (CAFM) System.**

**58.** The District should require all architects and construction managers to use features of the CAFM while working with the District on a project.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	30.00%	6 entries
Neutral	35.00%	7 entries
Disagree	20.00%	4 entries
Strongly disagree	15.00%	3 entries

**Total Entries = 20**

**59.** The District should make it possible for contractors to request construction inspections as follows: (choose one)

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Online	73.68%	14 entries
Via an automated phone system	10.53%	2 entries
With a live person only	15.79%	3 entries

**Total Entries = 19**

**60.** By having information such as RFIs, CCDs and submittal logs online, the District should be able to eliminate or significantly reduce the Construction Manager's monthly reports.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	10.00%	2 entries
Agree	65.00%	13 entries
Neutral	5.00%	1 entries
Disagree	10.00%	2 entries
Strongly disagree	10.00%	2 entries

**Total Entries = 20**

**61.** You may enter here an open-ended comment about the Division's Information Technology.

Question Type: Essay

More computer access to information does not mean that it doesn't add effort to have that available. At a time when reducing costs is important, no more tasks should be added.

We need to face it, that this industry will not be able to go paperless, and attempts to make it so, is just a source of frustration. There are too many technological products out there, with more coming and implementation different by all companies and people, not to mention training and competence. Again, the CMAR Agreement defines the monthly reports to be on paper and in 3 ring binders. That is a standard that all can follow and be on the same page for, and have the same level of detail and comparison. If The District wishes to change from Contract specification to electronic documents, specifications, and standards need to be changed accordingly, and a standard needs to be established that all can abide by. Form should follow function. Not the other way around simply for a matter of convenience. It is true that the contracts require heavy administrative and paperwork functions that can be reduced and simplified. However, if information is the goal, then formatting should not be shortsighted simply because of record handling.

The District should not implement its own construction documentation program; this will only cause double entry of information. Each CM has their own computer program and the use of that program is usually mandated by their corporate offices.

It would be helpful if the Building Department Comments were available in a "Word" format so that they would not have to be retyped by the A/E.

**62. Questions 63-66 address Project Controls.**

**63.** The District's scheduling requirements are well defined.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	57.89%	11 entries
Neutral	26.32%	5 entries
Disagree	10.53%	2 entries
Strongly disagree	5.26%	1 entries

**Total Entries = 19**

**64.** The District's reporting requirements are well defined.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.26%	1 entries
Agree	52.63%	10 entries
Neutral	36.84%	7 entries
Disagree	5.26%	1 entries
Strongly disagree	0.00%	0 entries

**Total Entries = 19**

**65.** The District's cost control requirements are well defined.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	26.32%	5 entries
Neutral	47.37%	9 entries
Disagree	21.05%	4 entries
Strongly disagree	5.26%	1 entries

**Total Entries = 19**

**66.** You may enter an open-ended comment on Project Controls here.

Question Type: Essay

Each component of this topic bears a direct relation to costs for same. So long as the District is willing to pay for the services and level of details specified, there should be little debate. It is when the District is not willing to pay for such specifications, yet insist they be provided, that problems surface. Additionally, there is 1001 ways to get the same end result under these terms in construction. Accordingly, there has to be a reasonable judgment as to what is specified that does not work in reality, but is required by some. Many specifications in place are defective in terms of the applications in the "real world" and unrealistic demands, need to be understood and not attempted to be enforced and then graded.

The district should save money by not requiring CMs to develop and issue Cost and Resource loaded Schedules

**67. Questions 68-72 refer to the Building Department.**

**68.** Plan reviews are processed in a timely manner.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	5.26%	1 entries
Agree	42.11%	8 entries
Neutral	15.79%	3 entries
Disagree	26.32%	5 entries
Strongly disagree	10.53%	2 entries

**Total Entries = 19**

**69.** Plan review comments from the Building Department are generally fair and reasonable.

Question Type: Single Choice

<b>Answer</b>	<b>Percentage</b>	<b>Entries</b>
Strongly agree	0.00%	0 entries
Agree	63.16%	12 entries
Neutral	21.05%	4 entries
Disagree	10.53%	2 entries
Strongly disagree	5.26%	1 entries

**Total Entries = 19**

70. Building inspections are conducted and reported in a timely manner.  
Question Type: Single Choice

Answer	Percentage	Entries
Strongly agree	0.00%	0 entries
Agree	36.84%	7 entries
Neutral	26.32%	5 entries
Disagree	26.32%	5 entries
Strongly disagree	10.53%	2 entries
<b>Total Entries = 19</b>		

71. Construction inspections are generally fair and reasonable.  
Question Type: Single Choice

Answer	Percentage	Entries
Strongly agree	0.00%	0 entries
Agree	42.11%	8 entries
Neutral	31.58%	6 entries
Disagree	21.05%	4 entries
Strongly disagree	5.26%	1 entries
<b>Total Entries = 19</b>		

72. You may enter an open-ended response about the Building Department here.

I believe Building department reviews are appropriate. The addition of multiple issues by inspectors is however a problem. More needs to be done to incorporate these comments before GMP rather than afterwards.

There's a huge disconnect between the plan reviewer and the building inspector. There are many examples of projects built in accordance with the permitted plans and specs yet it can not be approved by the building inspector until certain modifications are made to the as built project. This only leads to delays and cost overruns.

Most are done well. Some are not and involve personalities again.

Also, contracts say one thing, while the real application is another. We used to be able to do an Occupancy inspection of schools with the Design Teams and The State Dept of Education, in a matter of days, and the quality of the work and conditions of the buildings were not far less that that of today. Now it takes weeks to months and is unnecessary. Not to overlook the fact that the contracts do not allow for this. Owner's specification for time to work on punch lists is defective due to the actual implementation of the process employed, and is contrary to the contracts (CMAR and Arch). Architects by contract and previous practices had on-point responsibility for these inspections and punch lists, yet Owner has taken that over, without amendment to the contracts. The Building Department is under good, reasonable leadership that is well respected. The occasional disconnect between Bldg Dept and Program Management and the contract specifications and final GMPs cause some challenges that the Bldg Dept leadership has actually handled very admirably. There are many times when the plan reviewers approve documents, and then the inspectors during construction, do not accept that which was permitted and insist changes be made, without regard to the contractual implications and procedures. M&PO would like maintenance free facilities; we understand that, however, largely such are not funded for same. Also, what M&PO prefers on some items are not what the Bldg Dept inspectors approved and directed. Disconnects between M&PO, the Bldg. Dept., and Program Management and the GMPs are cause for improvement. M&PO's punch lists should be done at the same time, as the Building Department and Design Teams, not months after occupancy. By standards in the industry and the contracts specified, the Architect/Design Team should lead the inspections of all groups; collect those lists; cull out that which was not contractually included or issue change order requests for those that are to be required; and issue the comprehensive lists, excluding the wish list items and segregating the additional services items. Once this list is issued, then time can start the countdown to completion. As it stands now, each entity issues punch lists at separate times. By contract, it is the Architect/Design Team that determines "Substantial Completion" and "Final Completion" however that is not how the district currently operates. The District's process that was a reasonable suggestion in memo form that was implemented but not with appropriate contract amendment as it should have been, for an Architect "Pre-Substantial Completion inspection" before Bldg Dept inspectors' trade finals and TCO inspections, is not specified in the contract documents in effect and adds time and efforts to accomplish. Once the Bldg Dept does theirs, then the Design Team's do theirs and then sometime later, the M&PO does theirs, and subs just do not have that kind of tolerance but are inserting higher costs to the Districts for many such circumstances.

The building department's reputation of initiating changes at the end of the project causes a significant impact to the projects. Their review and changes should be done prior to the NTP.

The updating of inspection results is usually very slow and behind schedule.

Inspectors should inspect only those areas that are part of the project. They should not inspect those areas that are from the existing school or do not belong to this project.

See response in #61.

