



*Allegan County
Request for Proposal (RFP)*

Criminal Justice Facility Project
Architect and Engineering

Bid Proposal #10060

Bid Proposal and Sealed Cost Bid Proposal Due: **TBD, 2009 @ 3:00 PM**

Bid proposal Qualifications Opening: **TBD**, 2009 @ 4:00 PM

Sealed Cost Bid Proposal Opening: Will post at later date

TABLE OF CONTENTS (update with correct pages)

I.	INSTRUCTIONS TO RESPONDERS	3
II.	PROPOSAL-CONTRACT	9
III.	DESCRIPTION OF PROJECT	
	A. Narrative	11
	B. General Intent	11
	C. Background.....	11
	D. General Scope.....	11
	1. Purpose.....	12
	2. General Project Budget	12
	3. Site Location	12
	E. Scope of Work for Architect and Engineering Services.....	12
	1. Charrette Forum.....	13
	2. Millage Funding Program.....	13
	3. Pre-Construction / Design Phase	13
	4. Construction Document Phase.....	14
	4. Bidding Phase.....	15
	5. Construction Phase	15
	6. Post-Construction Phase	18
IV.	TIMELINE.....	19
V.	PROPOSAL REQUIREMENTS	
	A. General Requirements	20
	B. Inquiries or Questions.....	20
	C. Submission of Bid Proposals	20
	D. Required Qualifications and Scope of Work	21
	E. Sealed Dollar Cost Bid Proposal	25
VI.	EVALUATION PROCEDURES	
	A. Evaluation Committee	27
	B. Review of Bid Proposals	27
	C. Evaluation Criteria.....	27
	D. Oral Presentations.....	28
	E. Final Selection	28
VII.	BID PROPOSAL FORM	29
VIII.	ATTACHMENTS	30

I. INSTRUCTIONS TO RESPONDERS

All sealed bid proposals tendered in response to RFP #10060 must fully acknowledge and comply with all standards, instructions, and/or requests contained in those Part I sections exhibiting checked boxes below.

☒A. Notice to Responders

Sealed bid proposals will be received only until the time, at the place, and for the service(s) listed on the PROPOSAL-CONTRACT form attached and as further specified in Section V.C. These bid proposals will be publicly opened on the date and at the time specified herein at the Allegan County Services Building, Nederveld Room by County personnel. After review and evaluation, bid proposals will be presented to the Allegan County Board of Commissioners for award of contract. The County reserves the right to review all submissions for a period of ninety (90) days after the date of opening.

☒B. How to Submit a Bid Proposal

All bid proposals shall be submitted in *sealed envelopes*, mailed or delivered to: Allegan County, Budget and Finance Department, Attention: Kriss Dee Kraker - Purchasing Analyst, 3283 – 122nd Avenue, Allegan, MI 49010, and plainly marked on the outside with Proposal for *Criminal Justice Facility Architect and Engineering Services*, RFP # 10060. This is in accordance with the following sections of this RFP: V. Proposal Requirements – section A, C, and E. It will be the sole responsibility of the responder to ensure that its bid proposal reaches the location where bid proposals are to be received before the closing hour and date shown on the enclosed PROPOSAL-CONTRACT form.

☒C. Purpose of Process

The County of Allegan intends to secure the service(s) requested through the service provider that best represents its ability to provide service to the County, at the most cost-effective price. Failure of the proposer to comply with any of the conditions and/or base bid proposal specifications contained within this RFP may result in a disqualification or rejection of the bid proposal. Any alternatives that may be a cost savings will only be reviewed after the minimal requirements of the base bid proposal have been submitted and met the specifications as outlined in this RFP.

☒D. Examination of Documents and Existing Conditions

Before submitting a proposal, responders should carefully examine the entire Document, including the specifications, and by the submission of a bid proposal, the responder will be understood to have read and be fully informed as to the contents of all of the specification documents. If applicable, the responders should especially note any state or federal regulations and/or requirements in bid proposals involving funds from respective agencies and be prepared to adhere to those requirements.

Should a responder find any discrepancies, omissions, ambiguities, or conflicts among the specification documents, or be in doubt about their meaning, they should bring such questions to the attention of the Allegan County Administrator no later than five (5) business days prior to the date of the receipt of bid proposals. The Allegan County Administrator will review the questions and, where information sought is not already indicated or specified, there will be a clarifying “Amendment or Addendum,” which will become part of the Bid Proposal Documents. Neither the County nor the Allegan County Administrator will be responsible for any oral instructions or clarifications.

☒E. Rejection of Bid Proposals

The County reserves the right to reject any and all bid proposals or to accept the bid proposal or any part thereof which is determined to best serve the needs of the County and to waive any informalities or irregularities in the bid proposals. While cost is a factor in any bid proposal success it is not the only factor and may not be the determining factor.

☐F. Trade Discounts and Price Variances

Bid proposals on individual items must include unit prices, as well as total price. Where a variance exists on the bid proposal form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid proposal form and prices quoted elsewhere in the bid proposal package, the unit price quoted on the bid proposal form shall prevail. The County will also consider trade discounts and other pricing features in each individual bid proposal prior to determining the successful responder.

☒G. Submissions (This will be updated when the correct number is decided.)

Responders must submit one (1) master, five (5) copies, and one (1) PDF electronic copy of their entire bid proposal.

1. Unless otherwise specified, responders must use PROPOSAL-CONTRACT forms furnished by the County. Failure to do so may cause a bid proposal to be rejected. Removal/alteration of any part of the bid proposal format may cause a bid proposal to be rejected.
2. Proposals having any erasures or corrections must be initialed by the responder in ink at the point of erasure or correction. Bid proposals shall be signed in longhand, in ink, by the principal authorized to make contracts. All bid proposals shall be typewritten or filled in with pen and ink.

☐H. Descriptive Data

Responders must enclose with their bid proposal forms data sheets, specifications, catalogs or literature completely describing the equipment, product or service to be furnished.

☒I. Equal Opportunity Clause

Responders must verify with their bid proposal that they are an Equal Opportunity Employer (EOE). As required by the Elliot-Larson Civil Rights Act, Allegan County's contractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Responders will include their EOE statement in their proposal.

☒J. Non-Collusion

Responders must certify that their bid proposal has not been made or prepared in collusion with any other responder and the prices, terms and conditions thereof have not been communicated by or on behalf of their firm to any other responder and will not be so communicated to any other responder prior to the official opening of this bid Proposal.

☒K. Assignment of Contract

The successful responder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the County Administrator, endorsed on or attached to the Contract.

☒L. Delivery and/or Completion

Responders shall indicate delivery or completion date of product(s) or service(s). These dates may be taken into consideration in making the award and must be consistent with the schedule outlined in section IV - Timeline. Penalties imposed upon the County for late performance shall be the responsibility of the vendor.

☐M. Contract Performance and Payment Bond

When a construction contract that exceeds \$50,000 is awarded, the following bonds or security may be required and shall become binding on the parties upon the execution of the contract:

1. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in the contract; and
2. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bonds shall be an amount equal to 100% of the price specified in the contract.

Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when the circumstances warrant.

☒N. Default Provision

In case of default by the responder or contractor, the County of Allegan may procure the products or services from other sources and hold the responder or contractor responsible for any excess costs occasioned or incurred.

☐O. Compliance with Law

All goods or equipment bid proposal shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful responder shall defend actions or claims brought and hold harmless the County from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

☐P. Royalties and Patents

The successful responder shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the responder unless otherwise specifically stipulated in the Contract Document.

☒Q. Contractor Insurance Requirements

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance carriers acceptable to the Allegan County.

- ☑1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☑2. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable
- ☑3. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages or an out of state equivalent , with limits of liability of not less than \$1,000,000 per occurrence combined single limit, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- ☑4. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: "Allegan County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof."
- ☑5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to:
- Mr. Robert J. Sarro, County Administrator
Allegan County
3283 122nd Avenue
Allegan, Michigan 49010
- ☑6. Professional Liability (Errors and Omissions): The contractor shall procure and maintain during the life of this contract, Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The contractor shall be required to keep policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.
- ☑7. Umbrella or Excess Liability Insurance: The contractor shall procure and maintain during the life of this contract, Umbrella or Excess Liability Insurance in the amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.
- ☑8. Proof of Insurance Coverage: The Contractor shall provide proof of the minimum levels of insurance coverage as indicated above. The Contractor shall provide the insurance certifications to Allegan County at the time the contracts are returned by the vendor for execution or unless specified differently in the RFP Specifications..

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the Allegan County at least ten (10) days prior to the expiration date.

☑R. Withdrawal of Bid Proposals

A written request for the withdrawal of a bid proposal or the amendment of any part(s) thereof will be granted if the request is received by the Allegan County Administrator prior to the specified time of opening. Formal bid proposals, amendments thereto, or requests for withdrawal of bid proposals received by the Allegan County Administrator after time specified for bid proposal opening will not be considered.

☑S. Failure to Quote

If a firm chooses not to submit a bid proposal, please return RFP documents, state reason thereon, and request that your name be retained on our responders list. Failure to respond may result in your firm's removal from our bid proposal mailing list.

☑T. Taxes

The County of Allegan is exempt from Federal Excise Tax and Michigan Sales Tax and same shall not be charged to the County

☑U. Hold Harmless Agreement

The successful responder shall agree to save and hold harmless and defend the County of Allegan from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of this contract of agreement.

☑V. Endorsement Prohibition

The successful responder is specifically denied the right of using in any form or medium the name of Allegan County, supportive documentation or photographs of County projects, plant, equipment or employees for public advertising unless express permission is granted by the Allegan County Board of Commissioners.

☑W. Payment Terms

- ☒ The County will accept payment terms of Net 30 days and will consider incentive options for early payment.
- ☐ A ten (10) percent retainer will be held on all billings, and final payment with retainer will not be made until final completion of the facility to ensure continued participation of the Contractor through the duration of the project. The County will permit progress billings with certification of work completed to date against budgeted hours for task completion.

☑X. Bid Proposal Costs

All bid proposal development costs are the responsibility of the responder. Allegan County will not be liable for any costs incurred in proposal preparation, presentation or contract negotiation.

☑Y. Confidentiality of Information

The County is subject to the full reporting requirements of the Freedom of Information Act. All information submitted by the responder is subject to that Act. By submitting a proposal,

responder accepts the provisions of the Act and understands that his/her information will not be kept confidential as subject to the provisions of the Act.

☑Z. Further Information or Clarification

Should prospective responders require further information or clarification on the County Purchasing Policy, contact Kriss Dee Kraker- Purchasing Analyst, Allegan County Department of Budget and Finance, 3283 – 122nd Avenue, Allegan, MI 49010 or email kkraker@allegancounty.org

All correspondence shall be in writing, either by e-mail or standard mail delivery. No phone requests for information will be accepted.

II. PROPOSAL-CONTRACT

Bid Proposal Number: 10060
Item Being Requested: Criminal Justice Facility Architect and Engineering Services
Date of Bid Proposal Opening: TBD @ 4:00PM

Product(s) or Service(s) Required:

Criminal Justice Facility Architect and Engineering Services

BID PROPOSALS MUST BE SUBMITTED ON OR BEFORE TBD, @ 3:00 PM EDT.

The official time shall be recorded in the Allegan County Budget and Finance Director's office. It will be the sole responsibility of the responder to ensure that its bid proposal reaches the Allegan County Services Building on or before the closing hour and date shown above. Bid Proposals will be opened at **DATE & TIME will be updated** in the Allegan County Services Building.

The Legal Notice, Invitation-to-Bid Proposal, Instruction to Responders, Specifications, and/or any other pertinent documents form a part of the bid proposal and are made a part hereof.

Anti-Collusion Statement: The below signed responder has not divulged to, discussed or compared its bid proposal with other responders and has not colluded with any other responder, with the exception of qualified subcontractors or parties to the bid proposal. {Note: No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in cancellation and/or return of the item(s) (as applicable) and removal from Response List(s).}

Allegan County Administrator: We (I), the below signed, hereby agree to furnish the following product(s) or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the Specifications and fully understand what is required. By submitting this signed Proposal-Contract, we (I) officially accept a Contract if approved by the Allegan County Board of Commissioners and such acceptance covers all terms, conditions and specifications of this Proposal-Contract; and we (I) hereby agree that we (I) will make available for audit to appropriate County officials any applicable records pertinent to a resulting order and/or Contract for verification of pricing per terms of purchase agreement.

We (I) propose to furnish the following to Allegan County, Michigan. (Full description and price – attach separate sheet if necessary.)

Alternatives: State any alternatives to the specifications, terms and/or conditions contained in this RFP in this space or reference herein all alternatives contained on other pages of this bid proposal form or in any response attachment. Failure to do so may be cause for rejection of bid proposal, or if order is executed, material and/or services provided which do not comply will not be accepted. If no statement is contained in the space below, it is hereby implied that your bid proposal complies with the full scope of this bid proposal invitation. (Alternatives may be outlined on a separate sheet to be attached to this Proposal – Contract form.)

Bid Proposal is firm within _____ days after bid proposal opening (minimum of 90 days).

Completion of Delivery: I agree to the schedule proposed as submitted herein and outlined in section IV - Timeline. {Note: Allegan County reserves the right to consider completion time as a vital consideration when making or recommending award.}

Guarantee or Warranty:

Proposal – Contract Submitted by:

Company/Address: _____

Telephone: _____
Signature: _____
Title: _____
Email address: _____

III. DESCRIPTION OF PROJECT

A. Narrative

Allegan County is located in Southwest Michigan approximately 25 miles from Kalamazoo and Holland and 40 miles south of Grand Rapids. It has a diverse population of approximately 115,000 people, scattered throughout a series of small cities and villages across approximately 832 square miles, primarily rural.

B. General Intent

Allegan County has embarked upon a Criminal Justice Project for relief from current jail conditions of overcrowding, inefficient operations, and lack of program space. Further, the County desires to provide adequate facilities for the Sheriff's Department Administration and each Service Bureau.

Allegan County is seeking a qualified Architect and Engineering (A/E) Firm to work in conjunction with the Construction Manager (CM) throughout the entire project. The County has awarded the CM to Construction Control Inc. In addition, the A/E and the CM will be independently selected by the County to assist the Project Team in the development of a project that meets the County's needs and objectives. The Project Team will be comprised of:

Members To Be Determined

C. Background

The County has initiated a number of processes throughout the past ten years to gather information, work through different perspectives and prepare for the inevitable progression of this project. These studies are available in Attachment "A" for review.

D. General Scope

For the purpose of the organization and evaluation of the RFP, the County has attempted to be specific; however, an A/E will be expected to carry out all necessary tasks required to bring this project to completion and will be held to the proposed project fees. The County expects to complete this project in full; however, depending on the availability funds certain phases may need to be delayed until funding becomes available.

It is the desire of Allegan County to design and construct adequate housing for adult non-sentenced and sentenced inmates, Sheriff's Administration, Detective Bureau, Road Patrol, and Services Bureau along with adequate program space and equipment storage for all Sheriff's Department programs at a single location. It is estimated that the initial build-out for adult inmate housing would be 400 inmates with the facility expandable to 800 inmates. Based on the Board of Commissioner's (BOC) directives, Attachment "B", the bed count was 400, however, since that time the BOC has sought additional studies, Attachment "C" that would determine the necessary bed count to be 322. In addition, the actual bed count will be an outcome of the charrette process stated in Section III.E.1.b. For the purposes of quoting construction durations and cost – the bed count is necessary; however it should be assumed that this will be reevaluated.

Bid proposal submissions are to be inclusive of all A/E Services necessary to work in conjunction with the CM firm selected by the County and all project stakeholders to construct a Criminal Justice Facility and explore the County's options.

1. Purpose
It is a goal of the County to construct a facility with a focus on efficiency. Any design features that reduce operational cost are encouraged.
2. General Project Budget
A budget for this project has not yet been established.
3. Site Location
The Allegan County Board of Commissioners has chosen the Allegan County Services Complex, approximately five miles north of the City of Allegan as the location for the Criminal Justice Facility. Further, the location for the facility upon this 220 acre parcel has been generally defined as the site of the current Animal Control Facility adjacent to the Juvenile Detention Center along 33rd Street. See Attachment "D" parcel document.

E. Scope of Work for A/E Services

The A/E's services, including the architect, architect's employees, and architect's consultants; shall be provided in conjunction with the services of a CM as described in the edition of AIA Document C-132-2009 Standard Form of a Agreement Between Owner and Construction Manager as Advisor as described in B132-2009 Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition as agreed upon by the Architect and Allegan County.

The A/E services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The A/E shall submit for the County's approval and the CM's information a schedule for the performance of the A/E services which may be adjusted as the project proceeds. The schedule shall include allowances, for periods of time required for the County's and CM's review and for approval of submissions by authorities having jurisdiction over the project. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the A/E or County.

The duties, responsibilities and limitations of authority of the A/E shall not be restricted, modified or extended without written agreement of the County and CM.

The A/E will be required to review and be familiar with the previous studies mentioned in Section III-C: Background, before the Design Charrette.

1. The Design Charrette:
 - a. The A/E will be required to participate in conjunction with the CM and with the County in a design charrette to discuss and plan a new criminal justice facility.
 - b. The charrette shall include the discovery of ideas, the formulation of plans, drawings, budgets, related alternatives thereto, and the selection of a specific plan and strategy to implement the construction of a criminal justice facility. The following should be included in the charrette results:
 - o Site Confirmation
 - o Conceptual Design and Size of facility

- Number of beds
 - Rough Floor Plans establish size complete
 - Rough Building Elevations complete as necessary for establishing budget and marketing for millage funding program
 - Project and Construction budgets established (CM responsibility)
 - Master Schedule complete (CM responsibility)
- c. Charrette will include, but not limited to:
- Group discussion
 - Comprehensive session for Discovery of needs– all participants need to be present
 - Analysis of data, elaboration and analysis of architectural design (alternates) as a function of correctional mandates, and the creation of a conceptual design and budget.
 - Maintain a record of the deliberations, preparation, and distribution of a final report authored by the CM and the A/E
2. Millage Funding Program
- a. The A/E will participate in the development of a millage funding program for the new Criminal Justice Facility.
 - Public Education and Forums
 - Marketing
 - Supply information and knowledge to the community
 - b. If the Board of Commissioners pursues millage funding for this project, the millage election will take place in late 2010.
3. In the Pre-Construction / Schematic Design Phase(s), the A/E will
- a. Coordinate with the County and CM Firm to determine appropriate meeting times and locations for the project.
 - b. Review the program, schedule, and construction budget (as a result of the charrette) furnished by the County to ascertain the requirements of the project and arrive at a mutual understanding of such requirements with the County.
 - c. Prepare, based on the mutually agreed-upon program, schedule and construction budget requirements, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the project components for the County's approval.
 - d. Provide, at intervals appropriate to the progress of the Schematic Design phase and mutually agreeable to the County and CM, schematic design studies for the County's review and the CM's information.
 - e. In the further development of the drawings and the specifications during this and subsequent phases of design, the Architect shall be entitled to assume the accuracy of the estimates of Construction Cost which are to be provided by the CM under the CM's agreement with the County.
 - f. Make recommendations on cost savings methods or materials for the project throughout the design for discussion of implementation by the Project Team.

- g. Review with the County and CM proposed site use and improvements; selection of materials, building systems and equipment; and method of project delivery.
 - h. Perform Site Review and Analysis in conjunction with CM.
 - i. Review with the County and CM any alternative approaches to design and construction of the project.
 - j. Advise the County and CM of critical dates to ensure the project can be started and completed on time.
 - k. Validate Conceptual Design and Conceptual Construction Costs.
 - l. Prepare a minimum of three conceptual color drawings of presentation size and quality.
 - m. Any and all space plans, provide illustrations of scale and relationship of the project components and identify components to be phased along with operational impact and cost projections.
4. Construction Documents Phase
- a. Based on the approved Design Developments Documents and any further adjustments authorized by the County in the scope or quality of the project or in the construction budget, the A/E, utilizing data and estimates prepared by the CM, shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the criminal justice facility.
 - b. At intervals mutually agreeable to the County, CM and the A/E, the Architect shall provide Drawings and Specifications for the County and the CM to review.
5. In the Bidding Phase
- a. The A/E will assist the CM and the County in preparing the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the County and the Contractors. The A/E will assist the CM in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The A/E will assist the CM with responses to questions from bidders, and shall issue addenda.
 - b. The A/E shall assist the CM in preparing contracts and associated documents and taking into account project specific issues including but not limited to dispute resolution and insurance matters.
6. In the Construction Phase
- a. The A/E's responsibility to provide services for the Construction Phase under this Agreement commences with the award of the Contract for construction and terminates at the earlier of the issuance to the County of the final Project Certificate for Payment or 60 days after the date of Substantial Completion of the work.
 - b. The A/E shall provide administration of the Contract for construction in cooperation with the CM as set forth below and in the edition of AIA Document A232-2009,

General Conditions of the Contract for Construction, Construction Manager Advisor Edition, current as of the date of this Agreement.

- c. The A/E shall be a representative of and shall advise and consult with the County:
 - o During construction until final payment to the Contractors is due and all items on the punch list are completed;
 - o As an Additional Service at the County's direction from time to time during the correction period described in the Contracts for Construction. The A/E shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written instrument.
- d. The A/E shall visit the site at least once a week during the construction or as otherwise agreed by the County and the A/E in writing to become familiar with the progress and quality of the work completed and to determine in general of the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. However, the A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of on-site observations as an architect, the A/E shall keep the County informed of the progress and quality of the work, and shall endeavor to guard the County against defects and deficiencies in the work. Provide an up-to-date project status report.
- e. The A/E shall not have control over or charge of and shall not be responsible for:
 - o Construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are the CM's responsibilities under the Contracts for Construction.
 - o The CM's schedules or failure to carry out the work in accordance with the Contract Documents unless the lack of timely responses to submittals and other A/E responsibilities affecting time has significantly contributed to the schedule.
 - o The performance by the CM of the services required by the CM's agreement with the County.
 - o Of acts or omissions of the CM, CM's subcontractors or their agents or employees or any other persons performing services or portions of the work.
- f. The A/E shall at all times have access to the work wherever it is in preparation or progress.
- g. Communications by and with the A/E's consultants shall be through the A/E.
- h. Based on the A/E's observations and evaluations of each Contractor's Application for Payment, the A/E shall review and certify the amounts due the respective Contractors. The A/E's certification for payment shall constitute a representation to the County, based on the A/E's observations at the site on the recommendations of the CM and on the data comprising the Contractors' Applications for Payment, that, to the best of the A/E's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable

prior to completion and to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. The Applications and Certificate for Payment shall be submitted on a AIA G732 form.

- i. The issuance of a Certificate for Payment shall not be a representation that the A/E has:
 - o made exhaustive or continuous on-site inspections to check the quality or quantity of the work;
 - o reviewed construction means, methods, techniques, sequences or procedures;
 - o reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the County's substantiate the A/E's right to payment
 - o ascertained how or for what purpose the A/E has used money previously paid of the contract sum.
- j. The CM shall have authority, after notification to the A/E, to reject work which does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, the Construction Manager will have authority, upon written authorization from the County, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the Construction Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Construction Manager to the A/E, Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.
- k. The A/E shall review and approve or take other appropriate action upon A/E's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and design concept expressed in the Contract documents. The A/E's actions shall take, in no case, longer than 14 days for the review of any and all submittals as to cause no delay in the construction, while allowing sufficient time in the A/E's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the A/E, all of which remain the responsibility of the A/E to the extent required by the contract documents. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of construction means, methods, techniques, sequences or procedures. The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the A/E shall be entitled to reply upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract documents. The A/E shall not take any longer than 48 hours to respond and answer to an Request for Information (RFI).
- l. The A/E shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the CM for the County's approval and

execution in accordance with the contract documents.

- m. The A/E may authorize minor changes in work not involving an adjustment in a Contract Sum or an extension of a Contract Time which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the CM.
 - n. The A/E will assist the CM to conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The A/E shall forward to the County warranties and similar submittals required by the Contract Documents which have been received from the CM. The A/E shall issue a final Project Certification for Payment upon compliance with the requirements of the Contract Documents.
 - o. The A/E shall interpret and decide matters concerning performance of the County and Contractor under the requirements of the Contract Documents on written request of either the County or Contractor. The A/E's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
 - p. Interpretation and decisions of the A/E shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the A/E shall endeavor to secure faithful performance by both County and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
 - q. The A/E's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the contract documents and approved by the County.
 - r. The A/E shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the County and Contractors relating to the execution or progress of the work as provided in the Contract Documents.
 - s. The A/E shall provide interior design and other similar services required for or in connection with the selections, procurement or installation of furniture, furnishings and related equipment.
7. In the Post-Construction Phase, the A/E shall:
- a. Conduct training sessions for appropriate employees regarding the operation and the maintenance of technical equipment, or facilitate same by the appropriate contractor or vendor.
 - b. Provide staff on-site or readily available during a three-month adjustment period, subsequent to owner's occupation and initial use, as staff become accustomed to the new surroundings.
 - c. Provide follow-up for a minimum of twelve (12) months after final completion; the A/E shall provide service necessary to resolve any issues during the post construction one year warranty period.
 - d. The A/E shall prepare a set of reproducible record drawings showing significant

changes in the work made during construction based on marked-up projects, drawings and other data furnished by contractors; commonly known as as-built drawings; and provide both paper and electronic copies saved in the latest AutoCAD DWG format and specifications in the latest Microsoft Word format. All punch lists will be provided to the CM in Microsoft Excel format so that it can be manipulated for assignment to the contractors.

IV. **TIMELINE**

A. **Proposal Calendar**

Request for Bid Proposals issued	TBD
Deadline for Questions to be submitted	5:00 PM, TBD
Deadline for County's response to questions	5:00 PM, TBD
Due date for Bid Proposals	3:00 PM, TBD
Bid Proposal Opening	4:00 PM, TBD
Review of Bid Proposals by Evaluation Committee	TBD
Notification of Presentation Requested	by 5:00 PM, TBD
Presentations by Responders	TBD

B. **Notification and Contracts Dates**

Award Project by Board of Commissioners	TBD
Signed Contract Agreement	TBD

C. **Charrette**

Design Charrette with County	Begin immediately upon award
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D. **Millage Funding Program**

E. **Design following charrette & finishing with construction documents**

F. **Deadline Date and Start of Construction**

G. **End of Construction**

H. **End of Warranty Period**

V. PROPOSAL REQUIREMENTS

A. General Requirements

To be considered for this project the responder shall prepare and submit **two (2) envelopes**:

- The first envelope shall contain the Qualifications and the Scope of Work with an Electronic File
- A second envelope shall contain the Sealed Cost Bid Proposal

B. Inquiries or Questions

All questions must be submitted in writing by the deadline posted in the timeline in Section III. The County, at its discretion, may respond to an individual question directly to the inquiring party or to all potential responders. A list of all responders' questions and Allegan County's response will be available to all responders at their individual request following the deadline for the County response to questions posted in the timeline in Section IV.

Inquiries concerning clarification on any other portion in this RFP should be made to:

Kriss Dee Kraker, Purchasing Analyst
Allegan County Department of Budget and Finance
County of Allegan
3283 – 122nd Ave
Allegan, MI 49010
kkraker@allegancounty.org

C. Submission of Bid Proposals

In order to control the cost of preparation by the responders and subsequent review by the County, submittals must be limited to a maximum of 40 pages; 12-point, Times New Roman font (this does not apply to pre-printed materials); single-spaced, one-sided, excluding cover letter, index, resumes, dividers and the required forms. Each proposal shall be simply and economically prepared providing a concise description of the bidder's ability to perform the services requested. Fancy bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness & clarity of content. This requirement will ensure the County receives only the most succinct information necessary to choose a consultant.

Before submitting a proposal, the responder should carefully examine the entire RFP Document and have a full understanding of the contents of the bid proposal document. Submission of a bid proposal constitutes the responders understanding of the contents of this RFP and has read the past jail studies referenced. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless exception(s) are clearly and specifically noted in the proposal submitted and confirmed in the contract between the County of Allegan and the firm(s) selected.

Responders should send the completed proposal to the following address:

Kriss Dee Kraker, Purchasing Analyst
Allegan County Department of Budget and Finance
County of Allegan
3283 – 122nd Ave
Allegan, MI 49010

You are required to supply to the County one (1) master (so marked), five (5) copies(WILL BE UPDATED WITH CORRECT NUMBER OF COPIES BEFORE SENDING OUT), and one (1) electronic file in PDF format of your complete submission for a total of seven (7). The following material is required to be received by TBD @ 3:00PM for a proposing firm to be considered:

A master (so marked) of a Qualification and Scope of Work Proposal, five (5) copies, and one (1) electronic file for a total of seven (7), to include the following:

1. Title Page
Title page showing the Request for Proposals' subject; the firm's name; the name, address and telephone number of a contact person, and the date of the proposal.
2. Table of Contents with page numbers
3. Detailed Proposal
As defined in the following sections:

D. Required Qualifications and Scope of Work

1. A signed letter of transmittal briefly stating the responder's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the project and a statement that the proposal is a firm and irrevocable offer for a period of at least ninety (90) days.
2. Additionally, the responder shall acknowledge by warranting:
 - a. That its services shall consist of only those services described in Section III as performed by itself, its employees and its consultants.
 - b. That its services shall be provided in conjunction with the services of a CM whose services are described in the most current edition of AIA Document C-132-2009 Standard Form of Agreement Between Owner and A/E, Construction Manager-Advisor Edition.
 - c. That it shall provide sufficient organization, personnel and management to carry out the requirements of the project in an expeditious and economical manner consistent with the interests of the County of Allegan.
3. The responder shall provide a detailed description of their understanding of the County's goals and objectives for the project based upon the RFP and other information gathered by the responder.
 - a. Provide a description of the method or program and schedule by which it means to accomplish the goals and objectives identified, including but not limited to the design, organization, implementation, scheduling, and content of the design

charrette exercise.

4. **Responder's Corporate Information**
 - a. To be eligible to submit a proposal, the responder shall be an established and currently functioning business enterprise for a minimum of five (5) years.
 - b. The responder shall provide the year the company was established, the location of the office from which the work on this engagement is to be performed and the year that office was established.
 - c. The responder shall provide a brief description of the ownership structure of the firm and history of the firm. The responder shall list the owners, degree of ownership and where these individuals work.
 - d. The responder shall provide the number of employees of the firm, their location, and by professional discipline the total number of full-time employees
 - e. The responder shall provide a brief description of the financial position of the company and their Dunn and Bradstreet number.
 - f. If the proposal is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal A/E should be noted, if applicable. Any other consultants shall be listed and the need for those consultants. Since engineering is a significant part of the project, list experience of all disciplines of engineering proposed for the project.
 - g. The responder shall provide information on the circumstances and status of any disciplinary action and/or legal action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organizations.
 - h. The responder shall also list and describe the its (or proposed subcontractors') professional relationships involving the County of Allegan or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed services.
 - i. The responder shall also indicate if it ever had litigation, arbitration or any other claim filed or settled against your company by any client or have filed the same against a client or owner? If yes, explain the action in detail.
5. **Insurance Requirements & Indemnification**
 - a. Certificates of Insurance, as outlined in Section I.Q, shall be submitted with the vendor's bid proposal.
 - b. The responder shall provide a statement that shall indemnify and hold harmless the County of Allegan, its' officials, officers, agents, employees, and volunteers against and from all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings, orders and decrees, and attorney fees arising out of or resulting from the bidder's, its' subcontractors' or employees' or agents' negligent acts or failure to perform the terms and conditions of this agreement. The bidder shall waive any rights of subrogation against the County, officials, officers, agents, employees, and volunteers for personal injury or property damage arising from the bidder's performance or nonperformance of the contract.
6. **Responder's Personnel Qualifications and Professional information**

The minimum requirements for professional personnel are:

 - Ten (10) years A/E experience
 - Five (5) years with Correctional Facilities

- At least two (2) of the responder's employees on this project will have ten (10) years professional correctional experience.

(Note: Work may not be subcontracted after award, other than as proposed, without the express written consent of the County.)

The responder shall provide the following for all proposed project personnel:

- a. A complete, professional resume(s) with a brief description of the projects in which they have been engaged and the role(s) they performed in each;
- b. Copies of professional certifications
- c. Information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this project.; and
- d. A review of each proposed individual's qualifications and expertise in relation to their responsibilities;
- e. List proposed assigned personnel, their responsibilities and level of authority during each phase of design and construction; and what office location they work from.
- f. A statement regarding the availability and commitment of proposed team members during the required time frame;
- g. A statement demonstrating the depth of back-up personnel at the appropriate organizational levels; and
- h. Identification of any staff members that have participated in an architectural design charrette forum.

7. Experience of Work Performed

- a. Responder's minimum relevant experience: To be eligible to submit a proposal under this RFP, a potential responder must have the minimum requirements:
 - The responder must have designed and been engaged through completion, at least three (3) correctional facilities with at least 150 beds within the last five (5) years.
 - Provide a list of the three (3) correctional facilities.
- b. Responder's other relevant experience: The responder shall provide a statement(s) of its relevant experience in the following project areas for the past five (5) years:
 - Municipal and/or County correctional facilities
 - Extensive design in construction of block, cast-in-place, pre-cast, steel, masonry facilities, pre-fabricated and modular steel facilities
 - Participation in a Design Charrette
 - Participation in a Millage Funding Program
- c. Responder shall list experience in modular cell construction listing preferences and why.

8. Professional Project References

- a. Minimum requirements are:
 - All references listed must be from correctional facilities.
 - All references must be positive and willing to rehire the firm.
 - Each reference shall indicate the scope of work, date, company, and the name and telephone number of the principal, owner contact..

- A letter of reference shall be submitted for the three (3) correctional facilities listed above in Section V.D.7.
 - b. The responder shall list the most significant projects (maximum of 5) performed in the last five years that are similar to the project as described in this RFP. These engagements should be ranked smallest to largest on the basis of the project size, accompanied by a very brief description of each..
 - c. List and describe briefly the three best buildings for which your firm has performed A/E services, the name of the CM firm for each, and the year of completion for each.
 - d. List any firms or clients with which your firm participated in or for whom your firm facilitated a charrette process or a millage funding program.
 - e. Exception: provide a minimum of at least one (1) additional reference where the project experienced difficulties that delayed construction and/or resulted in an alternate design not anticipated. Describe the event or circumstances and describe the steps that were taken to effect resolution.
9. Responder's Work Plan
Provide the County with a detailed work plan for our project including but not limited to brief identification and review of your firm's:
- a. Design phase services and construction documents phase
 - b. Technical services at what stages of design estimates are provided
 - c. Construction phase services
 - d. Post-construction services
10. Methodology
- a. A description of your approach to the establishment, use and management of Contingency Funds.
 - b. The type of warranty your firm will provide to the owner
 - c. A description of what your firm will expect of and from the owner
 - d. A description of your firm's policy regarding re-bidding and change order charges
 - e. A description of your firm's response time for Submittals and RFIs
 - f. A description of your firm's view on billing extra for submittal reviews, RFI reviews, changes etc...
11. Project Control
- a. A description of your firm's proposed method and system you would use to control the project schedule.
 - b. A description your firm's responsibility for providing quality control and inspection of work performed by contractors.
 - c. The CM will use Prolong Manager to track all issues of cost, accountability, accounting, submittals, RFIs, change orders, etc. Describe your firm's opinion of this method of tracking.
 - d. A description of your firm's approach to project billing and fund disbursement.
 - e. Submittals will be processed through the CM electronically. Describe your firm's opinion of handling submittals in this method.
12. Identification of Anticipated Potential Challenges

The proposal should identify and describe any anticipated potential challenges, the firm's approach to resolving these problems and any special assistance that will be requested from the County of Allegan.

13. Report Format

The proposal should include sample formats of their progress reports that will be utilized during the project.

14. Any further information that the firm may feel is of value to this decision process may include it in this section.

**THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS
INCLUDED IN THE QUALIFICATIONS AND SCOPE OF WORK
BID PROPOSAL DOCUMENT**

E. Sealed Dollar Cost Bid Proposal

The responders shall submit a master (so marked) and one (1) copy of a dollar cost bid proposal for a total of two (2) Sealed Dollar Cost Bid Proposals, in a separate sealed envelope marked as follows:

SEALED DOLLAR COST BID
PROPOSAL
FOR
COUNTY OF ALLEGAN

ARCHITECT AND ENGINEERING SERVICES
CRIMINAL JUSTICE FACILITY RFP # 10060
TBD @ 3:00 PM

The County will evaluate the qualifications included in the first sealed package to determine which proposers will receive further consideration by the opening of their Sealed Dollar Cost Bid Proposals. Those that do not receive further consideration beyond the qualifications section will have their sealed dollar cost bid proposal returned unopened.

1. Total Price Breakdown

The sealed dollar cost bid proposal should contain all pricing information relative to performing the project as described in this RFP.

The County of Allegan will not be responsible for expenses incurred in preparing and submitting the responder's proposal or the sealed dollar cost bid proposal. Such costs should not be included in the proposal.

The sealed dollar cost bid proposal shall include the following information:

a. Name of Firm

- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid proposal and authorized to sign a contract with the County of Allegan.
- c. Pricing:
 - Lump sum fee for the A/E's participation in the Charrette
 - Lump sum fee for the A/E's participation in the Millage Funding Program
 - Lump Sum fee for Pre-Construction / Design Phase Services; including: professional fees and personnel costs.
 - Lump Sum fee for Construction Document Services: including: professional fees, estimating and personnel costs.
 - Lump sum fee for Bidding Phase; including: professional fees and personnel costs.
 - Lump sum fee for the Construction Phase Services; including: professional fees and office personnel costs
 - Field Supervision
 - Include the attached Bid Proposal Form – filled out completely.
 - All Reimbursable Expenses

2. Rates for Additional Professional Services

A/E shall provide a complete fee schedule with guaranteed pricing effective for the duration of the project for any extra work that may be requested by the County.

If it should become necessary for the County of Allegan to request the A/E to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this project, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Allegan and the A/E. Any such additional work agreed to between the County of Allegan and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid proposal.

3. Manner of Payment

The County will accept payment terms of Net 30 days and will consider incentive options for early payment.

VI. EVALUATION PROCEDURES

A. Evaluation Committee

It is anticipated that evaluation of proposals will be conducted by the Evaluation Committee listed below:

Members To Be Determined

B. Review of Bid Proposals

The evaluation committee will review all proposals without opening the sealed cost envelope. They will select the top responders that will best fit the County's needs, requirements, and qualifications with the top scores from the evaluation criteria listed in Section C below. If the submitted proposal does not meet the qualifications or is not a top scorer, the sealed cost envelope will be returned to your firm unopened.

C. Evaluation Criteria

Proposals will be evaluated using four steps of criteria. The first step will have no points assigned; however, firms will have to meet the minimal requirements to proceed to the second, third, and fourth step. Firms meeting the qualifying elements outlined in the first step will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. The decisions and opinions of the Evaluation Committee regarding proposal reviews are final and may not be appealed by the proposers.

Step 1: Minimal Requirements

Submission of Required Items:

- a. The Company's Information, the minimum requirement is:
 - o Established for five (5) years
- b. Experience and Education of Firm's Professional Personnel, minimum requirements are:
 - o Ten (10) years A/E experience
 - o Five (5) years with Municipal and/or County Correctional Facilities
 - o At least two (2) employees on this project will have ten (10) years professional Municipal and/or County correctional experience
 - o Confirm that the assigned employee has decision making authority during both design and construction phases
- c. Experience of Work Performed, minimum requirements are:
 - o The firm must have designed three (3) Municipal and/or County correctional facilities with at least 150 beds each and within the last five (5) years
 - o List the three (3) Municipal and/or County correctional facilities that coincide with your references showing square footage, bed count, staffing and construction cost
 - o List all correctional facilities within the last five (5) years
- d. Quality of and Response from References, the minimum requirements are:
 - o All references listed must be from Municipal and/or County correctional facilities

- Other projects done by the firm will be investigated for quality of work

Step 2:

Scope of Work: 45 pts

- a. Understanding of the scope of the project: 5
- b. Work Plan: 15
- c. Methodology: 5
- d. Project Control: 10
- e. Identification of Anticipated Potential Challenges: 5
- f. Report Format: 5
- g. Additional Information

Experience, Efficiency & Quality: 75 pts

- a. References: 10 pts
- b. Individual Assigned: 20 pts
- c. Location of Firm and Individual Assigned: 5 pts
- d. Costs-Initial Cost, Size, Bed Count, Staffing: 30 pts
- e. Response Time-Design and Construction: 10 pts

Step 3:

Sealed Cost Bid Proposal: 50

Step 4:

Quality and Content of Oral Presentation: 25

D. Oral Presentation

The County will require on-site oral presentations before the final selection of firms that are under consideration for award.

E. Final Selection

Final selection will be based upon the qualifications and demonstrated competence on how the firm will best met the needs of the County.

The County of Allegan will select a firm based upon the recommendation of the Evaluation Committee. It is anticipated that a firm(s) will be selected in the Spring of 2010. Following notification of the firm(s) selected, it is expected a contract will be executed between both parties.

VII. BID PROPOSAL FORM

Architect and Engineering Services Bid Proposal Fees

Company Name: _____
Address: _____

Telephone: (_____) _____ Fax: (_____) _____
Company Contact: _____ E-Mail: _____

Design Charrette Forum

Millage Funding Program

Schematic Design / Pre-construction Phase

Construction Documents Phase

Bidding Phase

Construction Phase

Post-Construction Phase

TOTAL PROPOSED CM FEES

Expected format would be charrette, millage, preconstruction (including bidding) and construction phase including post construction phase for fee. Each of these fees should be a lump sum fee that includes staffing.

The proposing Architect and Engineering Firm agrees to accept the above total as full compensation for architectural and engineering services as outlined in this request for proposal.

By (Signature) _____

Name (Type or Print) _____

Title _____ Date _____

VIII. ATTACHMENTS