

REQUEST FOR PROPOSALS



General Architectural, Engineering and Landscape Design Services

THE PARADISE VALLEY CULTURAL AND ENTERTAINMENT DISTRICT CONSERVANCY (PVC)

PVC Representative: Common Road Advisors

Attention: Angela Rogensues

Address: 13254 Common Road, Warren, MI 48088

Phone: (773) 499-9935

Email: angela@commonroadadvisors.com

Notice to Proposers – General Design and Architectural Services

I. GENERAL INFORMATION

The Paradise Valley Cultural and Entertainment District Conservancy (PVC), is seeking proposals from a qualified firm to provide architectural, engineering, and design services related to but not limited to the planning, designing, bidding, and construction oversight phases of various projects. Proposals will be accepted in person at 13254 Common Road Warren, MI through appointment requests Monday through Friday, 9:00 a.m. to 6:00 p.m. EST or electronically via email to the address noted below. Proposals will be accepted up to and no later than 3:00 p.m., Monday, September 11th, 2023, EST. Qualified applicants will be contacted in mid-to-late September regarding in-person or virtual interviews.

Project Goal:

The PVC's intent is to retain an architectural and engineering firm with the qualifications and staff resources necessary to perform planning, architectural designing, landscape designing, engineering, construction administration, etc. phases of the Beatrice Buck Park (located between Grand River Ave., Center Street and Randolph Street), Gratiot Plaza (located adjacent to 1427 Randolph Street and Gratiot Ave.) and Alley (from Gratiot Ave. to Grand River Ave.) located in Paradise Valley. The successful firm will provide services for PVC as outlined in Section II. Scope of Work. PVC is looking for a firm with the capability to also provide added value services including, but not limited to civil and structural engineering, security consultation, technology consultation, FF&E, etc.

Immediate anticipated projects include:

1. Redevelopment and upgrade of Beatrice Buck Park located between Grand River Ave., Center Street and Randolph Street. Items for improvement include but are not limited to pavements, lighting, landscaping, hardscaping, sound system, FF&E, etc. The total project budget including hard and soft costs is not to exceed \$ 680,092.00. Shown in Exhibit D. We are seeking to have this project completed by the NFL Draft in April 2024.
2. Redevelopment and upgrade of the Gratiot Plaza located adjacent to 1427 Randolph Street and Gratiot Ave. Items for improvement include but are not limited to pavements, lighting, landscaping, hardscaping, FF&E, etc. The total project budget including hard and soft costs is not to exceed \$ 297,809.00. Shown in Exhibit E. We are seeking to have this project completed by the NFL Draft in April 2024.
3. Complete redevelopment and upgrade of the Alley from Gratiot Ave. to Grand River Ave. located in the Paradise Valley District. Items for improvement include but are not limited to excavation, locating, and upgrading underground utilities, new paving, lighting, security, hardscaping, FF&E, architectural, sound system, etc. The total project budget including hard and soft costs, is not to exceed \$ 1,500,658.00. Shown in Exhibit F.

The proposer, as part of the proposal submission, shall include before and after photos and summary of previous demonstrated experience on projects with similar scope of work and substantial experience in undertaking and completing the type of work required.

II. SCOPE OF WORK

The following scope of services is included as a guide for the proposer. It is designed to identify the minimum service level expected from the successful firm and as such should be modified and augmented, based upon the experience of the firm, as necessary to complete the individual projects:

General:

The architectural firm being selected through this Request for Proposal process will enter into an agreement with PVC to provide architectural, landscape and engineering services related to projects at various stages from pre-design to post-construction. The level of service requested will vary based on the scope of any given project.

Based on the requirements of PVC, the selected firm shall provide services meeting all standards and codes used in design for basic services as required on projects as follows:

1. Pre-Design Evaluation
2. Condition Survey and Report
3. Coordination and Management of all engineers (from inception to completion)
4. Attending PVC Board Meeting to understand the vision (SD Phase)
5. Schematic Design (SD Phase)
6. Attending PVC Board Review Meeting (SD Phase)
7. Assisting PVC Representative and Budgeting Construction Manager to solidify project budget.
8. Design Development (DD Phase)
9. Attending weekly meetings with the development team
10. Assisting the Budgeting Construction Manager on Cost Estimation (DD Phase)
11. Attending PVC Board Review Meeting (DD Phase)
12. Value Engineering
13. Construction Documents (CD Phase)
14. Assisting PVC Representative in RFP and selection process of Projects Construction Manager (prior to or at the start of CD Phase)
15. Assisting the Projects Construction Manager on Cost Estimation (per CD Phase)
16. Permitting
17. Coordination and Meetings with Authorities Having Jurisdiction (AHJ)
18. Bidding and Award Process (both Projects Construction Manager and Subcontractors)
19. Construction Administration
20. Coordination and installation of all FF&E
21. Post Construction and Closeout Documentation

The Architect shall:

1. Review existing drawings, plans, and actual conditions, and advise PVC on issues of concern in regard to design, equipment selection, material selection, cost estimation as well as cost (life cycle) analysis.
2. Attend PVC Board meeting to gather the vision of all individual projects in this RFP.
3. Provide schematic design based on PVC Board's vision.
4. At the beginning of Schematic Design phase and through the Design Development phase, assist PVC Representative in solidifying the budget with the help of the Budgeting Construction Manager.

5. Provide design development, construction documents, bid documents, and assisting in detailed cost estimation with the Budgeting and the Projects Construction Manager at each phase, and construction administration, services which may include:
 - a. Attending coordination meetings.
 - b. Provide progress prints at appropriate intervals.
 - c. Include and provide elevations views and renderings at each phase.
 - d. Provide architectural design drawings which shall include all components and accessories.
 - e. Coordination and management of all engineers.
 - f. FF & E selection.
 - g. Landscaping and hardscaping design and selection.
 - h. Lighting and sound design and selection.
 - i. Permitting.
 - j. Coordination with Authorities Having Jurisdiction (AHJ).
 - k. Taking lead and setting up meetings with AHJ and PVC Representative during schematic design, design development and construction documentation phases.
 - l. Attending meetings with AHJ during construction administration phase (led by selected Construction Manager).
6. Assisting in RFP process and selection of Projects Construction Manager.
7. Assisting in the bidding phases (including both: selection of Construction Manager and subcontractors):
 - a. Attend pre-bid and pre-construction meetings.
 - b. Answer questions/clarifications during bidding.
 - c. Provide recommendations to PVC Representative and PVC Board.
8. Review and evaluate submittals and shop drawings in timely fashion (within 5 days).
9. When requested, provide AutoCAD format files to the selected Construction Manager and/or Subcontractor's use to produce shop drawings or review constructability methods.
10. Review and answer all RFI's during construction administration phase in timely fashion (within 5 days).
11. Review and provide feedback/input to PVC Representative and PVC Board on claims for extra costs during construction documentation and construction administration phase.
12. Inspect the construction site weekly and actively participate in on-site construction meetings.
13. Advise PVC Representative and PVC Board regarding interpretations of contract documents and payments to contractors.
14. Conduct and assist PVC Representative, PVC Board, and Projects Construction Manager on substantial completion by preparing a punch list for each project (include multiple site visits per project if necessary).
15. Conducting a final inspection of each project to ensure all the construction document and/or contract requirements are met by Projects Construction Manager and its subcontractors. Provide a detailed report to PVC Representative and PVC Board on findings post final inspection.

Detail/Phases:**1. Pre-Design Evaluation**

Consult with PVC Representative and PVC Board and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain project requirements and review the program prepared.

2. Condition Survey and Report

Investigate, analyze, and measure the existing facilities and conditions to the extent necessary to determine the information necessary for project work. Upon pre-design evaluation, investigation, analyzing, and measuring the existing facilities and conditions, document all the findings as existing conditions (including but not limited to topography and civil surveys, trees, landscaping, light poles, decorative light fixtures, irrigation lines, curbs and gutter, elevations, all visible and underground utilities, hand hole boxes, property boundaries, miscellaneous equipment and/or items, etc. inside or abutting the project boundaries). Review existing utility system replacement studies (if applicable) any PVC plans or drawings (as available) and make recommendations. Prepare drawings and a detailed report summarizing existing conditions and state at which they are in. As part of the investigation, identify and document issues pertaining to any future projects (accessibility, operations impact, etc.). Assist in the identification of grant or alternate funding opportunities including preparation of documents required for compliance at request of PVC Representative and/or PVC Board.

3. Schematic Design

Upon receipt of written notification to proceed by PVC Board and PVC Representative, attend PVC Board meeting to gather and understand the vision of PVC Board for the projects in this RFP. Prepare schematic designs (at least three schematic design options) per PVC Board vision. Attend PVC Board meeting to present schematic design options for review and approval by PVC Board. Hire the engineering team which will be managed and paid for as a subcontractor of the Architect. Order all surveys needed. The schematic drawings shall show project design features and the vision of PVC. Once the Budgeting Construction Manager is selected, assist the PVC Representative and Budgeting Construction Manager in schematic design cost estimate options. Assist, coordinate and work with consulting Construction Manager and PVC Representative to provide preliminary cost and life cycle analysis per the schematic drawings for each design option developed. Explore value engineering options with PVC Representative and consulting Construction Manager. Advancement to next design phase pending PVC Board review of schematic design options report (which includes refined schematic design options, schematic design estimates provided by Budgeting Construction Manager, Value Engineering options, etc.), comments and Notice to Proceed.

4. Design Development

After the approval of the final schematic design submission, PVC Board and PVC Representative shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, engineering, outline specifications, and material cut sheets and material selections. Assist, coordinate and work with Budgeting Construction Manager and PVC Representative to provide design development cost estimates. Coordinate and work with Budgeting Construction Manager and PVC Representative in identifying any alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined. Provide architectural design drawings which shall include all components and accessories, including system elevations (when applicable) in relation to project. Prepare a list of all permits, licenses, review, and

approvals as required. Advancement to next design phase pending PVC Board review of design development report (which includes design development documents, detailed design development estimates provided by consulting Construction Manager, Value Engineering options, etc.), comments and Notice to Proceed.

5. Construction Documents

Perform the final design and the preparation of detailed construction and bid documents in accordance with applicable City, County, State, and Federal regulations (“codes”) for all elements of work including architectural plans, custom details, phasing plans and structural and/or engineering modifications, as needed. Prior to or at the start of CD phase, assist PVC Representative and PVC Board in RFP and selection process of Projects Construction Manager. Once the Projects Construction Manager is selected, assist the PVC Representative and Projects Construction Manager in detailed construction document cost estimates. Provide design progress reviews to PVC Representative, PVC Board, Projects Construction Manager other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications, and assist in revised cost estimates provided by the Projects Construction Manager at specified intervals for PVC Board review and approval. Work with PVC Representative, Projects Construction Manager and provide for approval by PCV Board, the Contract Documents including bidding forms, the Contract Agreement, and General Conditions, using standard PVC Contract Conditions, project specifications and working drawings for the Project. The bid documents are to conform with City of Detroit Standards wherever applicable.

6. Assisting in Bidding and Award Process

The Architect is to assist PVC Representative and PVC Board in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommendation awards, evaluating alternate bids, and preparing a construction contract, as well as: Assist in the evaluation of product or systems substitutions. Prepare addenda for PVC advertisement/issuance. Attending weekly on-site meetings as necessary.

Furnish to PVC Representative and PVC Board, based on marked up prints, drawings and other data furnished by the Projects Construction Manager and it’s subcontractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the City, PVC Board and PVC Representative with AutoCAD files in a format acceptable to PVC Representative and one set of reproducible drawings. Secure and transmit to PVC Board and PVC Representative all required warranties, guarantees, affidavits, releases, bonds, waivers, and other closeout documents.

III. GENERAL REQUIREMENTS

1. The Architect's firm, including principals, project managers, and key personnel shall have relevant experience with similar work and shall be competent to perform the services required under this RFP.
2. The work contemplated is professional in nature. It is understood that the Architect, acting as an individual, corporation, or other legal entity, is of professional status, and is licensed, as appropriate, to perform in the State of Michigan, and shall be governed by the professional ethics of said professions.
3. The Architect shall be financially solvent. PVC Board reserves the right to request information to determine solvency.
4. The Architect shall be responsible for complying with local, state, and federal codes, 2CFR language (as described in Appendix B), and regulations affecting work in their professional area.

IV. SUBMISSIONS

Proposals will be evaluated based on all information provided. To evaluate capability for completing the work as outlined in this RFP, each proposal should provide detailed responses to each of the following requirements as listed here:

1. Company Overview and Qualification

- a. Name, address, telephone number, and email address of each participating firm.
- b. Name, addresses, and biographies of each firm's principal officers.
- c. A description of each firm's technical capabilities and areas of expertise.
- d. A description of the firm's ability to provide the service level as outlined in Section II - Scope of Work.
- e. A description of the firm's experience in sustainable design.
- f. A description, photo documentation, and list of similar projects completed by the firm in the state of Michigan. Include the name and telephone number of a reference person from the contracting organization who can be contacted for reference.
- g. A description of how the project will be managed, who will do the work and the role the various members of a multi-disciplinary consortium will play in the design process. Include a summary of the firm's understanding and experience in coordinating projects with regulatory and other governmental agencies.
- h. A description of additional services offered including, but not limited to, civil engineering, structural engineering, security consultation, technology consultation, landscape design, etc.
- i. A description and list of various engineers and consultants that will be working under Architect's direct supervision and management.
- j. Provide a detailed list of services of value to PVC offered additionally by your firm.
- k. An overview with demonstrated examples of your company's commitment to Detroit, diversity, equity, and inclusion, and/or if your firm possesses an MBE or WBE certification.

V. SELECTION PROCESS

PVC Board will select an architectural firm utilizing a Quality Based Selection (QBS) process. Critical factors in this selection will include responsiveness of the proposal to this Request for Proposal (RFP); description of approach to the services, relevant project experience, qualifications of the responding firms and principal assigned staff; readiness to undertake the required services; ability to execute an acceptable written contract; and client references; overall cost. PVC Board reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials. All questions should be submitted in writing via email to angela@commonroadadvisors.com and will be responded to within two (2) business days. PVC Board reserves the right to accept the proposal most favorable to the project after all proposals have been examined and evaluated.

		Weight
1.	Bidder Information	5
2.	Understanding RFP	10
3.	Statement of Work	25
4.	Prior Experience	25
5.	Approach to MBE/WBE	15
6.	Staffing	10
7.	Overall Cost	10
Total		100

Questions about the RFP should be directed to:
PVC Representative: Common Road Advisors
Attention: Angela Rogensues
Address: 13254 Common Road, Warren, MI 48088
Phone: (773) 499-9935
Email: angela@commonroadadvisors.com

APPENDIX A

2 CFR 200 Appendix II Terms and Conditions for Federal Awards

ARBITRATION Any controversy, dispute, or claim arising out of or relating to this Agreement or the breach thereof, not settled through negotiations, may be submitted to mediation or other alternative dispute resolution procedure upon mutual agreement of the parties. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, not settled through negotiation or other mutually agreed alternative dispute resolution procedure, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or as otherwise mutually agreed. This agreement to resolve any disputes by binding arbitration shall extend to claims against any shareholder, any brother-sister company, subsidiary or affiliates, any officers, directors, employees or agents of any of the above and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. The parties intend that this provision to arbitrate be valid, enforceable and irrevocable and that it provide the exclusive remedy with respect to all disputes within its scope. Any arbitration and award hereunder shall be final and binding upon the parties, a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless otherwise mutually agreed by the parties, such arbitration will be conducted in Detroit, Michigan.

TERMINATION FOR CAUSE AND CONVENIENCE contract may be terminated by Basco at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by Basco prior to the effective date of termination.

COMPLIANCE WITH DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and any other such other clauses as deemed appropriate by state or federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action

shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth

in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Basco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND FEDERAL POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Basco and understands and agrees that Basco will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Basco and understands and agrees that Basco will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

DEBARMENT and SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Basco. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Basco, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment

produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

DOMESTIC PREFERENCE FOR PROCUREMENTS As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

REMEDIES FOR BREACH OF CONTRACT The failure of the designer to comply with any of the provisions, covenants, or conditions of the agreement shall be a material breach of this contract. In such an event, the owner may seek any legal remedies available, including and up to termination of the contract.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

APPENDIX B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX C

Fee Estimate Submission Form

Firm Name SD DD CD CA

Beatrice Buck Park					
Architecture					
Consultant A					
Consultant B					
Consultant C					
Consultant D					
Consultant E					

Plaza					
Architecture					
Consultant A					
Consultant B					
Consultant C					
Consultant D					
Consultant E					

Alley					
Architecture					
Consultant A					
Consultant B					
Consultant C					
Consultant D					
Consultant E					

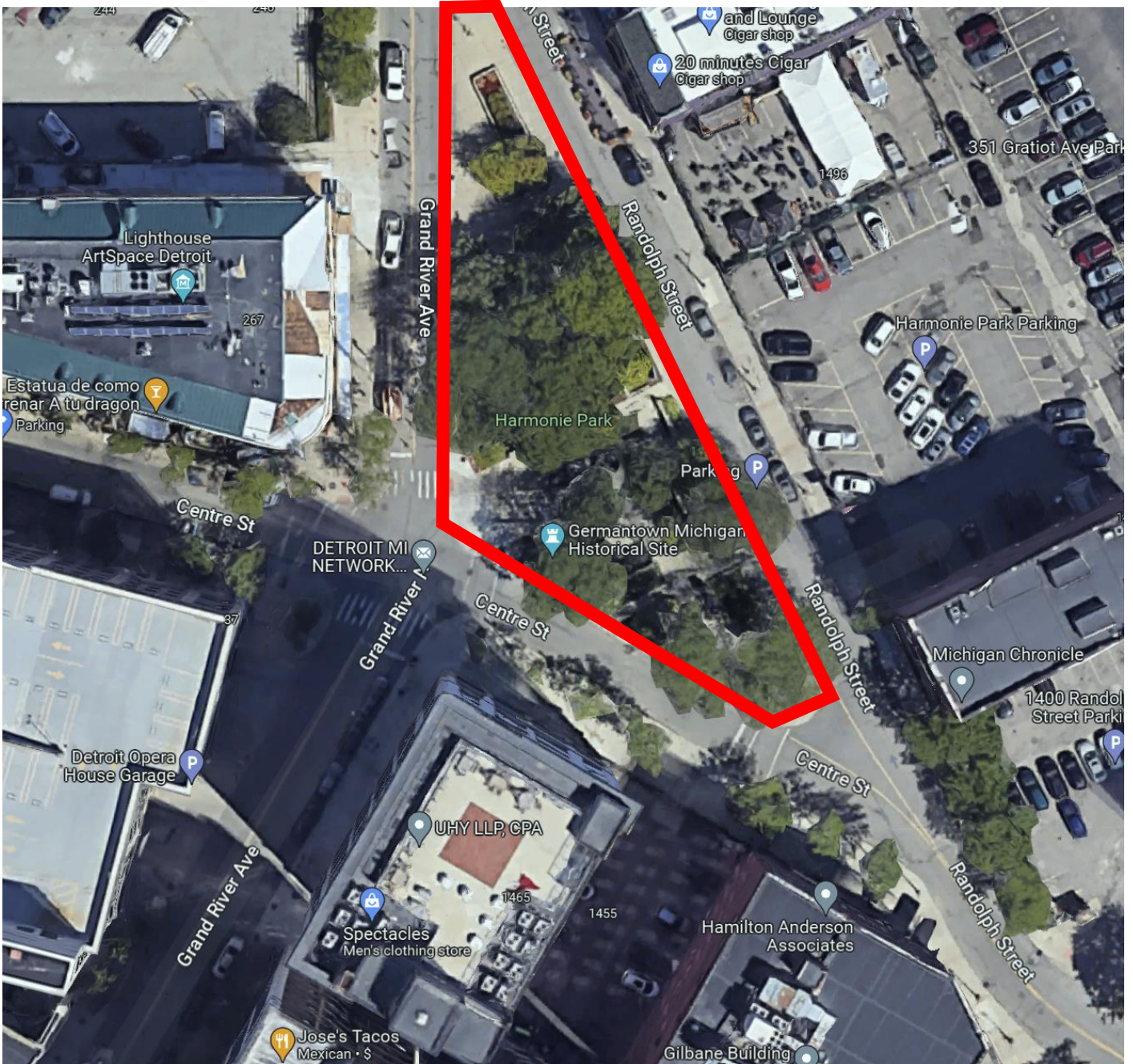
*Please note that cost-plus percentage pricing is not allowable

**Schematic Design (SD); Design Development (DD); Construction Documentation (CD); and Construction Administration (CA)

***Please populate boxes as if they are a lump sum noting the calculation on how you arrived at the lump sum.

APPENDIX D

AERIAL OVERVIEW (PARK)



APPENDIX E

AERIAL OVERVIEW (PLAZA)



APPENDIX F

STREET VIEW (ALLEY)

