

REQUEST FOR PROPOSALS



Construction Management 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

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Notice to Proposers – Construction Management Services

I. GENERAL INFORMATION

The Paradise Valley Cultural And Entertainment District Conservancy (PVC), is seeking proposals for a Construction Manager as Constructor (CMc) for the areas listed below:

Immediate anticipated projects and their scope 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, security, landscaping, hardscaping, sound system, FF&E, etc. Sample scope illustrated in Exhibit F.
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, security, hardscaping, FF&E, etc. Sample scope illustrated in Exhibit G.
3. Complete redevelopment and upgrade of the **Alley** from Gratiot Ave. to Grand River Ave. located in the area of Paradise Valley. Items for improvement include but not limited to excavation, locating and upgrading underground utilities, new paving, lighting, security, hardscaping, FF&E, architectural, sound system, etc. Sample scope illustrated in Exhibit H.

There may be additional Earthwork; utilities; mechanical; underground infrastructure (conduit, vaults, drainage, etc.); concrete foundations; lighting; planters; walls; steps; monument structures; site furnishings; event and performance sound; lighting; art; and signage not included in the descriptions above.

The PVC is working to revitalize the **Beatrice Buck Park and Gratiot Plaza** and the **Alley** (collectively, the “Improvements”) in Paradise Valley. A single inclusive CMc for the Improvements or a CMc for each individual project will be selected at the discretion of the PVC.

The contract or contracts for CMc will be awarded on a cost-plus fee basis with a guaranteed maximum price (GMP) for the Improvements. The GMP is inclusive of all project costs (direct and indirect) and cannot exceed:

- **Beatrice Buck and Gratiot Plaza:** **\$768,000**
- **Alley:** **\$1.24 Million**

The landscape architecture and engineering (AE) teams for the Improvements have been selected by the PVC. As part of the pre-construction activities, it will be the responsibility of the CMc to work with the PVC and the AE team throughout the design development (DD) and construction document (CD) phases of the project to ensure that the project will not exceed the budget. The CMc will provide a construction cost estimate at the end of the DD phase and will assist the PVC and AE teams to make any revisions necessary to keep the projects below budget for each project. The CMc will provide a project cost estimate at the end of the CD phase. If necessary, the PVC and AE team will revise the design a second time to ensure compliance with the budget for each project. Finally, the PVC and the CMc will contractually agree to a GMP based upon the completed construction documents. The CMc will be paid a flat fee based upon a percentage of the GMP. Any cost savings achieved during construction will be returned to the PVC. As part of the project construction, PVC seeks to ensure that minority-owned business enterprises (MBE) and

women-owned business enterprises (WBE) are provided opportunity to participate in the construction of the project.

It is the hope that 100% of the construction documents for the Park and Plaza be completed in January 2024. It is the goal of the PVC that this portion of the project is substantially completed by April 25, 2024.

The responsibilities of the CMc are as follows:

1. Develop a project schedule with the PVC to have the project substantially complete by April 25, 2024 for the Park and Plaza. The Alley completion date will be sometime in 2025. (Pre-construction Phase)
2. Provide project cost estimates based on design drawings at three key design milestones (Pre-construction Phase):
 - a. design drawings completed following Schematic Design (SD) phase
 - b. design drawings completed following design development (DD) phase;
 - c. design drawings completed following construction documentation (CD) phase.
3. Provide value engineering services of project throughout design phases up until the establishment of the guaranteed maximum price (GMP) (Pre-construction Phase)
4. Identify and procure long lead time items to fit within project schedule. (Pre-construction Phase)
5. Help secure the needed entitlements with the City (Pre-construction Phase)
6. Upon completion of construction documents, agree to a guaranteed maximum price (GMP) to construct the project. (Construction Phase)
7. Obtain all permits required to construct the project. (Construction Phase)
8. Construct the project incorporating any sub-contracts as needed. (Construction Phase)
9. Review all procurement orders and subcontracts with the PVC to ensure compliance with City, State, and Federal grant or regulatory criteria. (Construction Phase)
10. Assist the PVC with required reporting compliance in conjunction with any City, State, or Federal grant requirements and regulations. (Pre-construction/Construction Phases)
11. Successfully close project

Federal Contract Requirements:

The selected CMc agrees to comply with the Federal contract requirements included in Appendix B and Appendix C.

Submittal Requirements:

The Respondent must submit a completed Proposal package that includes the following:

Section 1 - Project Approach:

1. Provide at least three relevant examples of past completed work that are of a similar scale, budget, and scope of the proposed project. Please include the client name, your role, and the budget for the project, and whether it used state or federal funds for its completion.
2. Provide a list of your past completed work that used federal or state funds.
3. Provide an explanation of your approach to the start-up and management of this project.
4. Provide a description of your firm's approach to securing the most qualified and competitive trade bids to meet the PVC's budget, while achieving compliance with all governmental requirements including, but not limited to, Davis-Bacon compliance.
5. Provide a projected monthly schedule that will achieve substantial completion by April 25th, 2024. Include your method and systems to control the schedule and project costs.
6. Provide a description of your approach to the establishment, use, and management of a project contingency.
7. Provide a brief description of the type of warranty your firm provides to the PVC and the responsibilities your firm has during the warranty period.
8. Provide a brief description of your plan for quality control and inspection of the project process.
9. Provide a brief description of your plan to include minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) in your sub-contracting and procurement processes.
10. Explain, in two pages or less, why your firm is the most qualified for this project.
11. List the three most critical factors or elements that your firm must provide to ensure a successful project.

Section 2 - Project Personnel:

1. Provide a project organization chart.
2. Include a one-page resume for each project team member specifically identifying relevant parks and public space experience.
3. Provide a chart indicating the amount of time each project team member will spend on the project, including project executives.

Section 3 - Cost Proposal:

Costs should be based on the construction budget and exclude design fees as outlined above. The CMc will provide PVC a guaranteed maximum price for the total project after completion of the CD phase.

1. State your compensation for pre-construction and construction management services as a separate amount. Please provide a lump sum number as a percentage of the overall project budget for all pre-construction services.
2. State the personnel reimbursable costs for the project and your willingness or ability to keep these under the GMP overall budget.
3. List the project team personnel and their associated hourly rates.

4. Explain your approach to general conditions including the proposed office location of project team members. State your estimated amount for general condition items and willingness to cap the amount.
5. State your fee as a percentage of the construction cost or as a lump sum.
6. State your proposed fee for change orders.
7. Other than the costs you include under this section (Section 3), list any other costs your firm would need to charge to complete the projects.

Insurance:

The CMc is required to provide proof and always maintain, during this project, the following insurance. A certificate of insurance, setting forth the limits and coverage, shall be furnished to the PVC before commencing with any work. The policy shall contain endorsements stating that a 10-day notice will be given to the PVC prior to termination or any change in the policy, include the PVC as an additional insured, and shall describe the project and provide coverage for the following terms:

- A. Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit with the DDP listed as an additional insured.
- B. Professional liability insurance coverage in the amount of \$1,000,000 minimum.
- C. Workers Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- D. If any of the insurance is canceled, the FIRM shall cease operations and shall not resume until new insurance is obtained.

Confidentiality of Submittals:

Proposal packages and subsequent bids will not be opened in a public setting and will be considered confidential and proprietary to the PVC.

Selection Criteria:

During the selection process, proposals may be considered by a Joint Evaluation Committee (the "JEC") comprised of individuals selected by the PVC or may be considered solely at the discretion of the PVC. Only those proposals that satisfy the requirements described in this RFP, will be considered for evaluation. The JEC and PVC reserve the right to request additional information from any Respondent.

Competence, Experience and Staffing Capacity: The proposal should indicate the ability of the Respondent to meet the requirements of this RFP, especially the time constraints, quality, and recent projects similar to that described in this RFP. The proposal should indicate the competence of the personnel whom the Bidder intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of Respondent as a CMc and dedicated management time, as well as that of other key personnel working on this project.

		Weight
1.	Bidder Information	5
2.	Understanding RFP	10
3.	Statement of Work	30
4.	Prior Experience	30
5.	Approach to MBE/WBE participation	15
6.	Staffing	10
TOTAL		100

During the review process, Respondents may be required to make oral presentations of their proposals to the JEC or PVC. These presentations provide an opportunity for the Respondents to clarify the proposals. The PVC will schedule these presentations, if required.

Proposals will be accepted via email or in person at 13254 Common Road Warren, MI. Proposals will be accepted up to and no later than 3:00 p.m., Wednesday, November 22nd, 2023. Qualified applicants will be contacted in early December regarding in-person interviews.

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

PVC is a sub-grantee of State funds and therefore bound to these terms for certain portion of financial funding and as such must use such guidelines of conduct with its vendors . Please contact the PVC representative for questions and clarifications.

Confidentiality. In connection with the transactions contemplated by the executed Agreement, the MSF, the MEDC, and the DDP or their representatives may obtain, or have access to all information or data concerning the business, operations, assets, or liabilities of the Grantee or Sub-Grantee. Under MCL 125.2005(9), the MSF Board has authority, upon the Grantee's request, to acknowledge financial or proprietary Grantee or Sub-Grantee information as confidential. If the MSF acknowledges Grantee or Sub-Grantee information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering the executed Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information:

- (i) to such of its representatives who need such information or data for the sole purpose of administering the RAP and the transactions contemplated by the executed Agreement;
- (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act);
- (iii) if, before the Effective Date, such information or data was generally publicly available;
- (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and
- (v) in all other cases, to the extent that the Grantee gives its prior written consent to disclosure.

This Section shall survive indefinitely.

Access to Records and Inspection Rights. During the Term of the Grant, there will be frequent contact between the Grant Manager, or other MEDC, MSF, or representatives of the State, and the Grantee or Sub-Grantee. Until the end of the Term of the Grant, to enable the Auditor General, the Department of Technology, Management and Budget (the "DTMB"), the MSF, or the MEDC to monitor and ensure compliance with the terms of the executed Agreement, the Grantee and Sub-Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC to visit the Grantee or Sub-Grantee, and any other location where books and records of the Grantee or Sub-Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of the executed Agreement, including the expenditure of the Grant Disbursements; provided, however, that such audit right shall survive until the later of:

- (i) the end of the Term of the Grant by three (3) years, or
- (ii) the date provided in Section 5.4. In connection with any such audit, the Grantee shall cooperate with the Chief Compliance Officer, if contacted, as provided in MCL 125.2088i(6)(h). At such visits, the Grantee or Sub-Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or any member, employee or agent of the MSF, the Chief Compliance Officer,

the Grant Manager, or any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances and accounts of the Grantee or Sub-Grantee related to the executed Agreement with its officers, employees or agents. Notwithstanding anything to the contrary, any information and data that the Grantee or Sub-Grantee reasonably determines is Confidential Information shall be reviewed by the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, and the MEDC at the offices of the Grantee or Sub-Grantee and the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee or Sub-Grantee, which consent shall not be unreasonably withheld. The Grantee or Sub-Grantee may redact private or proprietary information contained in any records removed, copied, photographed, or recorded by the Auditor General, the DTMB, the MSF, the MEDC, or the Chief Compliance Officer or their respective representatives. The MEDC and MSF agree to provide the Grantee or Sub-Grantee thirty (30) days written notice in the event either the MEDC or the MSF wishes to access records of the Grantee or Sub-Grantee as related to the executed Agreement.

Termination of Funding. In the event that the State Legislature or the State Government fails to provide or terminates the funding necessary for the MSF to fund the Grant, the MSF may terminate the underlying Master Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, the Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MSF has no further obligation to make Grant Disbursements beyond the date of termination of this Agreement.

Non-Discrimination and Unfair Labor Practices. In connection with the executed Sub-Agreement, the Sub-Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of the Agreement will contain a provision requiring nondiscrimination in employment, as specified in the executed Master Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of the executed Master Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Sub-Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Sub-Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Sub-Grantee appears in the register.

Indemnification and Hold Harmless. Except for their respective obligations to process or disburse Grant Disbursements as required in this Agreement, the MSF, the State, the MEDC, the DDP, their Executive Committees and respective directors, participants, officers, agents, and employees (collectively, the “Indemnified Persons”) shall not be liable to the Sub-Grantee for any reason. The Sub-Grantee shall indemnify and hold the State, the MSF, the MEDC, the DDP, and other identified indemnified persons harmless against all claims asserted by or on behalf of any individual person, firm, or entity (other than an indemnified person), arising or resulting from, or in any way connected with the executed Agreement or any act or failure to act by the Sub-Grantee under the executed Agreement, including all liabilities, costs and expenses, including reasonable attorney’s fees, incurred in any action or proceeding brought by reason of any such claim. The Sub-Grantee shall also indemnify the MSF, the MEDC, the DDP, and other indemnified persons from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Sub-Grantee under the executed Agreement.

The Sub-Grantee shall have no obligation to indemnify an indemnified person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC, the DDP, or other indemnified person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC, the DDP or other indemnified person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC, the DDP, and the Sub-Grantee agree to act cooperatively in the defense of any action brought against the MSF, the MEDC, the DDP, or another indemnified person to the greatest extent possible.

Performance of the Sub-Grantee’s obligations contemplated under the executed Agreement is within the sole control of the Sub-Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Sub-Grantee, its employees, agents or contractors. This Section shall survive indefinitely.

Jurisdiction. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning the executed Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Sub-Grantee acknowledges by signing the Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Sub-Grantee resides, in or outside of the United States.

APPENDIX B

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 C

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

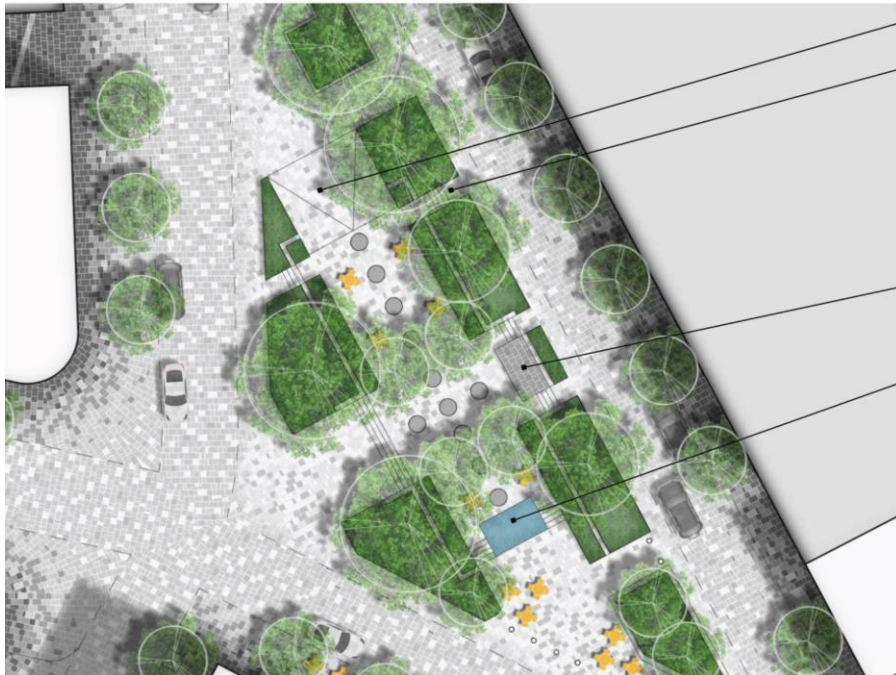
Date

APPENDIX F

CONCEPT SKETCHES (PARK)



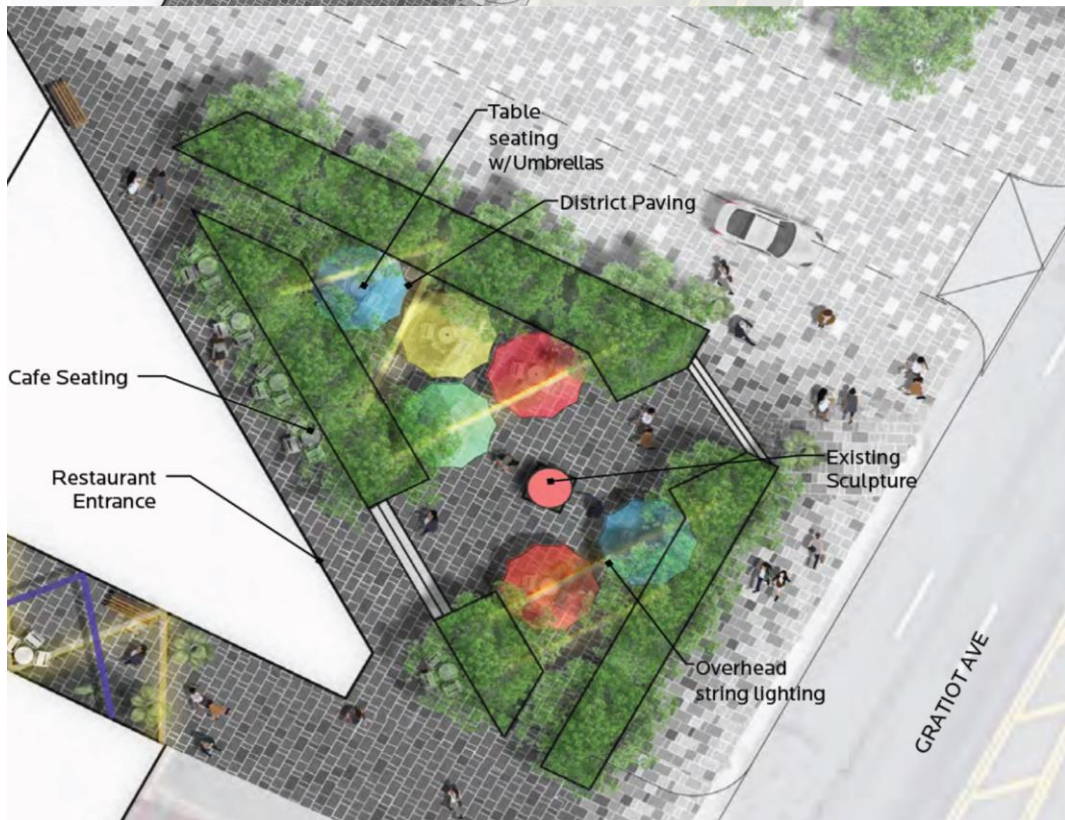
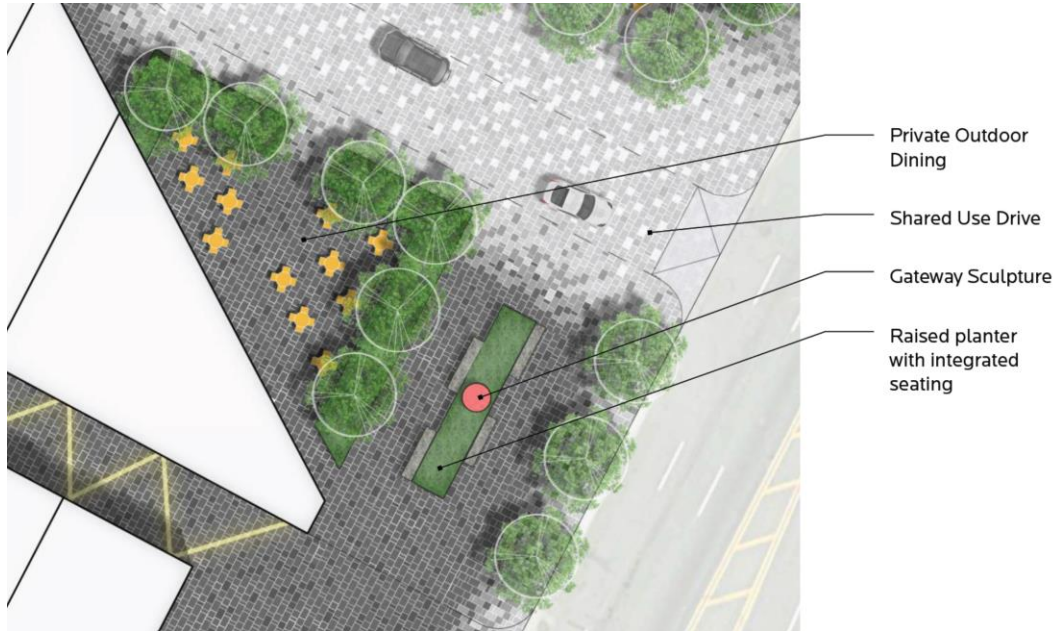
- Decorative Bollards
- Outdoor Dining
- Street Trees
- District Paving
- Shared Use Street



- Expand Ramp
- Additional Park Entrances
- Stage
- Water Feature

APPENDIX G

CONCEPT SKETCHES (PLAZA)



APPENDIX H

CONCEPT SKETCH (ALLEY)

