



CLARENDON COUNTY REQUEST FOR PROPOSALS

PROJECT: 2016-0401-DESIGN BUILD CONSTRUCTION SERVICES-RENOVATION TO SITE PREVIOUSLY KNOWN AS THE ALTHEA GIBSON CULTURAL ARTS MUSEUM AND COMMUNITY RESOURCE CENTER; RENOVATION CONSTRUCTION TO DEVELOP NEW COUNTY OFFICES FOR THE DEPARTMENT OF SOCIAL SERVICES (DSS), PROBATION & PAROLE AND CORONER'S OFFICE

Clarendon County is accepting sealed PROPOSALS from qualified DESIGN/BUILD TEAMS FOR THE CONSTRUCTION/RENOVATION to site previously known as the **ALTHEA GIBSON CULTURAL ARTS MUSEUM AND COMMUNITY RESOURCE CENTER;** located at **234 COMMERCE STREET, MANNING, SC 29102.**

Project work consists of the renovation construction of existing space and conversion into three (3) separate offices for County government operations, to include the Clarendon County Department of Social Services (DSS), Probation and Parole and Coroner's offices.

MANDATORY ON-SITE MEETING will be held on **Wednesday, March 16, 2016 at 11:00 a.m.**

Clarendon County's goal is to accommodate the citizens and provide them with the ability to conduct required business in a convenient manner with ease of access. A customer service friendly layout shall be functional and also allow for future staffing growth for each specific department and their respective purview and function. A conceptual layout is provided in the solicitation and is inclusive of an interactive file with layers for the known required space for the DSS Office. Solicitation also includes a description of proposed space utilization requirements for the Probation & Parole and Coroner's Offices. In consideration of this provided information, Clarendon County requests that strong attention be made for any potential cost saving opportunities. Successful DB team must provide satisfactory evidence of appropriate licensure and the ability to furnish all services in accordance with all applicable federal, state, and local regulations, as well as all terms and conditions outlined in the solicitation. Those with the highest ranked qualifications may warrant an oral presentation, the County reserves the right to interview all or any of the DB teams responding to this request.

The desired end result shall be a turn-key renovated facility which will provide separate and independent entrance/exits for each office, and allow for approximate square footage spaces specific for each office identified as follows: **11,500 for DSS; 2,240 for Probation & Parole and 1,660 for Coroner.** This project will require minimum furniture, fixtures and equipment; therefore, Clarendon County reserves the right to negotiate with successful offeror(s) to allow consideration for owner provided equipment and/or add or delete identified equipment, if it is in the best interest of the County to do so, and all parties agree. No offer will be considered from any business owing taxes to Clarendon County. Clarendon County is an equal opportunity employer.

Evaluation criteria includes

- | |
|--|
| 1. Prior specialized experience in similar renovation projects. |
| 2. List of relevant projects including description, photographs, scope, project team members/subcontractors, project cost, and owner's contact information. |
| 3. Information on delivery of previous projects on time and within budget. Provide design time (contract/actual); cost of construction (estimated/actual); and any problems encountered and solutions devised. |
| 4. Letters of commendation or references. |
| 5. Proposed Price. |

OWNER'S RIGHTS: Clarendon County reserves the right to accept or reject any, all or any part of responses received as a result of this request, to make multiple awards, to negotiate the option to add or delete requirements for the project, waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether proposals meet all requirements. All proposals submitted shall become the property of Clarendon County. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of statements, or to procure or contract for goods or services.

*******SIGNIFICANT DATES*******

RFP PACKAGE & INSTRUCTIONS: Must be requested in writing, via fax, mail or e-mail (*preferred*) to: procurement@clarendoncountygov.org

DEADLINE FOR SUBMITTING TECHNICAL QUESTIONS (in writing): 5:00 P.M., March 28, 2016

DEADLINE TO SUBMIT SEALED PROPOSALS: Must be received by **5:00 P.M., local time, April 1, 2016**

SUBMIT TO: Tamika Malone, CPPO, CPPB
Clarendon County Procurement Director
411 Sunset Drive, Room 603
Manning, SC 29102 Phone (803) 433-3240 Fax (803)433-4002

SECTION I: GENERAL INFORMATION

The purpose of this request is to accept **PROPOSALS FROM QUALIFIED DESIGN/BUILD TEAMS TO PERFORM CONSTRUCTION SERVICES- TO SITE PREVIOUSLY KNOWN AS THE ALTHEA GIBSON CULTURAL ARTS MUSEUM AND COMMUNITY RESOURCE CENTER; RENOVATION CONSTRUCTION TO DEVELOP (3) NEW COUNTY OFFICES FOR THE DEPARTMENT OF SOCIAL SERVICES (DSS), PROBATION & PAROLE OFFICE AND CORONER**

Clarendon County desires to pre-qualify and select ONLY experienced Design/Build Teams who possess demonstrated experience, in making this decision, Clarendon County will consider the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should Clarendon County be unable to negotiate a satisfactory contract with the highest ranking Design/Build Team considered to be the most responsive and qualified, negotiations will be formally terminated; and Clarendon County will proceed with negotiations with the remaining ranked Design/Build Teams in the same manner until an agreement is reached. Budget range is estimated NTE \$1.3 million

Successful Design/Build team shall perform all work required to complete the project in accordance with the contract documents, specifications, and all applicable federal, state, and local regulations and will conform to all conditions as specified in the general construction permits. Qualified firms will have at least five years experience and documented similar projects. The highest ranked technical qualifications may warrant an oral presentation. The County reserves the right to interview all or any of the firms responding to this solicitation.

PROPOSALS shall be submitted in the following format:

1. Qualifications of Firm

1. Summary of Qualifications: Provide a description and history of the firm which summarizes Proposer's experience in all aspects of civil works construction (reference resources, operations, planning, contract management, accounting systems, and knowledge and experience with Federally reimbursed projects).

2. Resources / Equipment: Provide a list of contractor owned equipment that is applicable to the scope of work included herein.

3. Litigation Summary: Provide a list of all claims, arbitrations, administrative hearings, and lawsuits brought against your company. Has the proposer been a defendant in any litigation in the last ten years? If so, provide a detailed description of such litigation and the outcome. Has the proposer ever been the subject of an investigation involving construction work? If so, provide a detailed description of the investigation and its outcome. Has the proposer ever brought suit against a state or local government? If so, provide a detailed description of the suit and its outcome.

2. Technical Approach

1. Project Approach: Provide a short narrative description of your overall approach to completing the scope of work required by the County.

2. Accounting & Document Management: Describe your approach to documenting work completed, invoicing and documentation.

3. Quality Control: Briefly describe your approach and methods used to ensure that quality work is performed.

3. Project Management

1. Key Personnel: Provide a list of key personnel to be assigned to provide the required services including brief resumes (not to exceed 1 page each) for each describing experience, training, and education relevant to the required services.

2. Certifications: Provide a list of certifications held by key personnel.

4. References

1. References: List at least three references. The reference list should demonstrate the company's work experience with roadway / civil works projects and identify each reference with contact name, address, and telephone number.

Letters of reference may be included.

Provide detailed employee resumes for those persons performing the following functions:

- a. Project Oversight/Management
- b. Assessment of Market Factors & Lead Time Management
- c. Cost Estimating
- d. Site Superintendent
- e. Subcontractor Scheduling & Management
- f. Quality Assurance
- g. Safety and Claims Management

OWNER’S RIGHTS: Proposals shall convey all of the information requested in order to be considered responsive Clarendon County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, to negotiate with all qualified Design/Build Teams, or to cancel in part in its entirety this RFP if it is in the best interest of Clarendon County. Clarendon County and Clarendon County alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and Addendums, and page 1 signed. In the event of a conflict between the two documents, the RFP shall govern.

SECTION II: TERMS AND CONDITIONS

ADDENDUMS: All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing.

AWARD CRITERIA: Proposals will be evaluated, qualified and ranked. After proposals are ranked, the "Price Proposal" will be opened and evaluated. The highest ranked proposal(s) may warrant an oral presentation. If applicable, you will receive an invitation to make an oral presentation. The County reserves the right to interview all or any of the responding firms to this RFP. The County anticipates that it will award contract(s) in a timely manner. All respondents will be notified in writing of the final selection.

Proposals must provide adequate proof of ability to provide services. Specifications are not intended to be restrictive, but indicate the required features for satisfactory performance. Clarendon County will determine if minor deviations are acceptable. All work will be performed in accordance with applicable local, state and federal requirements. All proposals must be complete and carefully worded and must convey all of the information requested in order to be considered responsive.

The following criteria will be used to evaluate Proposals:

1. Prior specialized experience in similar renovation projects.	20
2. List of relevant projects including description, photographs, scope, project team members/subcontractors, project cost, and owner’s contact information.	30
3. Information on delivery of previous projects on time and within budget. Provide design time (contract/actual); cost of construction (estimated/actual); problems encountered and solutions devised.	30
4. Letters of commendation or references.	10
5. Estimated Proposed Price per square foot.	10
TOTAL POSSIBLE POINTS	100

CERTIFICATE OF INSURANCE: Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies. Contractor will be required to provide a '**Certificate**' of Insurance for any CONTRACTOR visiting on-site in Clarendon County and those that are so located, and those that provide on-site equipment maintenance, evaluation, or other services for the protection of Clarendon County, contractor shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

COMPETITION: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested offeror to notify the Procurement Director in writing. The solicitation may or may not be changed but a review of such notification will be made prior to award.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Director, 411 Sunset Drive, Room 603, Manning, SC 29102

CORRECTION OF ERRORS ON RESPONSE FORM(S): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for reviewing.

DEFAULT: In case of default by the contractor, Clarendon County reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

DISPUTES: The basic and governing language of any contract resulting from this solicitation shall be comprised of this solicitation, including any attachments and/or addendums. The laws of South Carolina shall govern any agreement arising as a result of this solicitation and shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

INDEMNIFICATION: Any term or condition is void to the extent it requires the County to indemnify anyone.

LIQUIDATED DAMAGES: Liquidated damages of \$100.00 per calendar day will be assessed for each calendar day that Project is not complete after the Contracted date.

NON-APPROPRIATIONS: Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

NOTIFICATION OF INTENT OR STATEMENT OF AWARD: The Intent to Award and/or Statement of Award will be posted on the Clarendon County web site.

TERMINATION: Subject to the conditions below, the contract may be terminated for any reason by the Procurement Office providing a 30 day advance notice in writing is given to the contractor.

For Convenience - In the event that this contract is terminated or canceled upon request and for the convenience of Clarendon County without the required thirty (30) day's advance written notice, then Clarendon County may negotiate reasonable termination costs, if applicable.

For Cause - Termination by Clarendon County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default clause in this solicitation shall apply.

In the event of material breach by Contractor, Contractor shall give County written notice specifying the material breach. County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property of the County would be regarded by the County as a material breach. Upon receipt of such notice, if Contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County shall have the right to terminate unilaterally and immediately contract hereunder without further notice. County reserves the right to takeover project and charging the Contractor with any additional costs as a result of the takeover provision. In the event of takeover, revocation or termination, all documents and other materials in the possession of County or scheduled for delivery to County relating to performance hereunder shall become the property of County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the contract herein in the event of any subsequent breach.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (scrr article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to insure compliance with these requirements.

PROTEST PROCEDURE: Any prospective Offeror or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Director within ten (10) calendar days of the date of issuance of the RFP or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual Offeror or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Procurement Director within ten (10) calendar days of the notification of intent to award or statement of award is published. A protest shall be in writing, submitted to the Procurement Director and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

PUBLICITY: Contractor shall not publish any comments or quotes by Clarendon County employees, or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

REJECTION/CANCELLATION: Clarendon reserves the right to accept or reject any, all or any part of the statements received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether statements submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of qualification statements. All statements shall become the property of Clarendon County upon submission.

RESTRICTIONS APPLICABLE TO OFFERORS Any attempt to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote potential offer, will constitute grounds to judge such an offer non-responsive. Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.*

MANDATORY PRE-PROPOSAL MEETING AND PROPOSAL SUBMISSION

Clarendon County has determined the pre-proposal meeting set for this project warrants being “mandatory”. This meeting will help facilitate the quality of proposals received; attendees should raise questions or make comments regarding this RFP. Someone from all prospective D/B Teams will be required to attend. Any addenda or revisions resulting from the pre-proposal conference shall be developed as expeditiously as possible and forwarded to all attendees who were at the pre-proposal conference. It is solely the Offeror's responsibility to ensure they have received all addenda for this project. Addenda must be acknowledged on the appropriate forms and failure to do so may result in the rejection of the proposal. All requests for information must be made in writing. The County is not responsible for verbal representations.

Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an Offeror find discrepancies, ambiguities, or omissions in the RFP, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the Procurement Director. Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of the request for proposal. No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the County.

If the Offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signor's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signor's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Offeror is doing business. In any case, the proposal shall show the current business address of the Offeror which is to be used for receiving communications from the County.

PROHIBITION OF GRATUITIES Section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any

compensation including a promise of future employment to influence his action, vote, opinion or judgement as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgement shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220". Gratuities in any form are strictly prohibited.

PROPRIETARY/CONFIDENTIAL INFORMATION Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the Offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All Offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the Offeror.

Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

All proposals submitted in response to this document become the property of Clarendon County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

WITHDRAWAL OF PROPOSALS: An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Procurement Director, when received, said proposal surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

SECTION III: DESIGN/BUILD TEAM REQUIREMENTS

Successful Design Build Team shall include a registered Professional Engineer who will be responsible for the integration and approval of the complete design package and must sign and stamp/seal all construction documents. As mandated by applicable jurisdiction, the Designer of Record will designate representatives as sign-off authority for individual disciplines required for the completion of the Design. These individuals must be registered engineers and/or architects and have significant influence over the development of the Design. Sign-off from the Designer of Record and designated representatives will be on all applicable design documents, specifications and shop drawings before construction can begin. Please use submittal FORMS 1-2 of this solicitation.

SECTION IV: SCOPE OF WORK

The as built drawings of existing building are provided to show space availability. Clarendon County requests that strong attention be made for any potential cost savings opportunities. Clarendon County reserves the right to negotiate and the option to add or delete interior design, furniture, fixtures and equipment for this project. Budget range is estimated NTE \$1.3 million

Total project scope will consist of design/build construction services to include new construction and renovation construction to convert existing space into (3) separate offices for County government operations. Offices include the Department of Social Services (DSS), Probation and Parole and Coroner's office. Clarendon County's goal is to accommodate the citizens and provide them with the ability to conduct required business in a convenient manner with ease of access. A customer service friendly layout shall be functional and also allow for future staffing growth for each specific department and their respective purview and function.

A conceptual layout is provided in the solicitation and is inclusive of an interactive file with layers for the approximate required space for the DSS Office. Solicitation also includes a description of proposed space utilization requirements for the Probation & Parole and Coroner's Offices. In consideration of this provided information, Clarendon County requests that strong attention be made for any potential cost saving opportunities. It is known that this project will require minimum furniture, fixtures and equipment; therefore, Clarendon County reserves the right to negotiate with successful offeror(s) to allow for owner provided equipment and/or to add or delete equipment, if it is in the best interest of the County to do so. The desired end result shall be a turn-key renovated facility which will provide separate space with independent entrance/exits for each office, and allow for approximate square footage spaces specific for each office identified as follows: **11,500 for DSS; 2,240 for Probation & Parole and 1,660 for Coroner.**

SECTION V: DELIVERABLES:

The successful Design Build Team will develop this project using four (4) phases; goals for each phase are as follows:

1. Schematic Phase

During this phase the Design/Build team shall study the site to rapidly evaluate and provide the following:

- a. Round table discussions where concerns and ideas are adopted and formulated into final sketch plans of the site and building
- b. A rough cost estimate of the project within bounds of the sketch format
- c. The cost estimate, based upon all information developed in this phase, shall include the fee for design/build services for the second phase. It must be understood that the final consensus size, shape and architectural style must be clearly established during the schematic phase. If budget constraints require downsizing, or an alternate approach to this project, this must be settled during the schematic phase. This will require a substantial understanding of the County's priorities. Clear and concise communication and rapport will be an important qualification in the selection of the design/build team.

2. Design Development Phase

This phase is basically the development of construction drawings and material specifications based upon the approved schematic phase. During this phase, the experience of the designer/builder is required to advise the County as to the best value for its money; key decisions involving cost in these areas shall be discussed with the County to allow for input and selection of options wherever possible.

Within 21 days of receipt of 50% design review comments from the Owner, successful Design Build Team shall deliver the Final Design Package for Owner approval. Final Design Package shall be packaged as such to allow applicable Building Code Officials & Permit Approvals. Within 21 days of award, Design Build Team shall develop and submit a 50% design that includes the following:

- a. Basis of Design describing the systems, components, conditions, and methods chosen to meet the project intent
- b. Final Proposed Layout and Architectural Features
- c. Applicable drawing sheets necessary to describe pertinent project features – including, but not limited to architectural, civil, structural, mechanical, electrical, fire protection/detection, life safety, plumbing, HVAC, etc
- d. Applicable specifications with catalog cut sheet
- e. Design Deliverables Format
 - Provide drawing source files in an industry acceptable CAD format commensurate with Best Industry Practices
 - Provide all related source and configuration files in PDF format
 - Provide all text and presentation document source files in Microsoft Office Professional format and PDF format, which is book marked and fully text retrievable
 - Provide all electronic data deliverables related to project on labeled CD
- f. Design Approval Process
 - All design documents shall be reviewed and approved by the Owner
 - Design Build Team shall anticipate a turn-around of 10 working days for all design review comments by the Owner
 - The Design Build Team is, without additional expense, responsible for obtaining all necessary permits and design approvals from all applicable State, local and Federal Government agencies before commencing construction.

3. Construction Documents

Upon approval of the design development documents, the successful design/builder shall prepare Construction documents that consist of, but not be limited to, drawings and specifications setting forth the detailed requirements for construction of the project. Working drawings will be prepared during this time. Team meetings will continue for interior design and continued market shopping for cost savings.

Upon the completion of the working drawings, the County shall negotiate a final construction cost with the successful designer/builder based upon all the developed plans and specifications.

Final products from this phase shall include:

1. a complete set of working drawings and materials specifications
2. a construction schedule
3. a final negotiated construction cost for facility
4. a construction contract

4. Construction Phase

This phase is the actual construction of the facility based upon the negotiated contract and construction cost developed in Phase Three. The design/builder shall be required to furnish a performance and payment bond in the full amount of the final negotiated construction cost. During the construction, the County will inspect all materials and workmanship and require adherence to all working drawings and specifications developed in Phase (3) three. The design/builder shall be required to adhere to all national, state, and local codes and laws. Payments shall be as stipulated in the negotiated design/build contract from Phase Three.

- 4.1. The Design Build Team shall ensure that all applicable inspections and permit requirements are:

- a. successfully met/approved – including Final Occupancy Approval.
- b. Design Build Team will remove, control, or encapsulate any hazards that may surface as a result of construction in accordance with applicable laws and environmental regulations.

4.2. Weekly Meetings

- a. In addition to the pre-construction meeting, the Design Build Team shall conduct weekly progress meetings throughout the duration of project. These meetings should include attendance by a minimum of the General Contractor Superintendent and County Project Manager.
- b. The first progress meeting will be scheduled the week construction begins.

4.3. Construction Quality Assurance (QA)

- a. The Owner reserves the right to perform QA inspections at any time during the construction, and without prior advanced notification to the Design Build Team.
- b. Design Build Team shall notify owner prior to any inspection/approval conducted by Building Code Officials/Inspectors.
- c. Punch lists and inspection of work will routinely be performed by County Project Manager and shall be used as progress/payment measures.
- d. Construction payment draw schedule as agreed upon during design phase, shall be used.

4.4. Warranty

Successful offerors should describe in detail the proposed warranty schedule for the different components. All labor and material shall be warranted as per acceptable industry practice. Design Build Team shall provide a warranty schedule within their proposal.

4.5. Design As -built Submission

- a. Upon construction completion, the Design Build Team shall submit as-built drawings and documents inclusive of all equipment.
- b. The Design Build Team shall revise all engineering plans and specifications throughout the duration of the project.
- c. All engineering changes occurring by the “supplied by others” components shall also be reflected in the plans and specifications developed by the Design Build Team.
- d. The Design Build Contractor shall maintain up-to-date red line drawings onsite during construction.