

REQUEST FOR PROPOSAL

Project Architect Services

Various Projects

Due Date: 3:00 P.M. Tuesday, December 14, 2010



**MILWAUKEE
PUBLIC SCHOOLS**

MILWAUKEE PUBLIC SCHOOLS

Division of Facilities and Maintenance Services

1124 N. 11th Street

Milwaukee, WI 53233

(414) 283-4600

November 18, 2010

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Section 1 – General Information

1.1 Introduction

The Milwaukee Public Schools (MPS) Division of Facilities and Maintenance Services (DFMS), is soliciting competitive Request For Proposals (RFP) to retain the professional services of Project Architect(s) to provide architectural services for a variety of project types, including remodeling and renovation modifications.

The RFP responses will allow MPS to pre-approve a selected number of firms for use on both identified current projects that are funded and ready to proceed, and potential future projects as they become funded over a period of the next three years.

A listing of the current projects and potential projects are identified under Attachments A-E at the end of this RFP. The current projects include a description of the required specific scope of design services and Contract Compliance Services Participation requirements. For the future project types, a range of projected construction costs is identified, along with the expected supplemental consultant services and Contract Compliance Services Participation requirements in order for firms to provide a range of proposed fees/fee structure for evaluation and approval as projects are identified and funded. MPS would then negotiate future projects with the selected firms based on their experience and submitted fees/fee structure.

1.2 Summary of Scope of Required Services

The intent of this RFP is to obtain proposals that identify firms and their proposed team members, their experience, and a fee proposal for the requested scope of services for the current funded projects and the future project types identified as follows:

Current Funded Remodeling/Renovation Projects: Refer to Attachments A-G for specific scope of work for each project

- Grade Expansion @ Montessori High School @ Juneau High School Complex
- Grade Expansion @ Rufus King International Middle Years Campus
- Grade Expansion @ Morse-Marshall Complex
- Montessori Program Upgrade @ Garden Homes Elementary School
- Project Lead the Way Labs @ Riverside University High School
- Project Lead the Way Labs @ Vieau School
- Automotive Lab Alterations @ Pulaski High School

Potential Future Project Types:

Building Remodeling/Renovation (Construction Cost Range):

- Project Type 1: \$50,000 - \$100,000
- Project Type 2: \$100,000 - \$250,000
- Project Type 3: \$250,000 - \$500,000
- Project Type 4: \$500,000 - \$1,000,000

The selected firms shall provide the services identified in Section 4 as required for each current funded project and the potential future projects including planning, schematic design, design development, construction documents, bidding and negotiation, construction administration, project closeout and follow-up. The supplemental consultant services that may be required include civil, structural, plumbing, mechanical, electrical and telecommunications design.

All design work for the currently funded projects must be 100% complete by **March 16, 2011**. A notice to proceed with the design work is expected to be provided by December 27, 2010.

Once the potential future projects are funded, they may also include the integration of maintenance components where applicable. These components would be evaluated in detail as the scope of work for each project is developed and a separate cost would be requested to integrate the typical maintenance components, such as replacement of roofs, boilers, windows, doors, valves and traps, unit ventilators, along with exterior painting, air balancing, playground resurfacing and full playground reconstruction. It is anticipated that the selected firm will then provide the specific services within the original fee structure submitted for the future project.

1.3 Summary of the Milwaukee Public Schools

Milwaukee Public Schools (MPS) is the largest school district in Wisconsin and the 30th largest school district in the nation, serving over 80,000 students, preschool through grade 12, in approximately 170 schools.

The district is governed by the Milwaukee Board of School Directors, which consists of nine members: one member elected at large and eight members elected from numbered districts as determined by the Milwaukee Board of School Directors. The regular term of each member is four years and until their successors have been elected and qualified. Legally, school boards are agents of the state created by the legislature and selected by the electors of the local school district to represent and act for the state in providing the district with educational programs and facilities. The Milwaukee Board of School Directors is the policy-making body for the school system serving within the framework provided by law, the will of the local citizenry, and the ethics of the education profession.

1.4 Mission of the Division of Facilities and Maintenance Services

The Division of Facilities and Maintenance Services is responsible for the planning and design of new buildings, additions, alterations, remodeling, maintenance, and repair of existing buildings and the planning and development for additional available/expandable space to accommodate fluctuating student enrollments. Its primary mission is to provide good, attractive, hazard-free facilities for the children attending the Milwaukee Public Schools. The selected firm will work with Milwaukee Public Schools Division of Facilities & Maintenance Services to continue to achieve this goal.

1.5 Proposal Schedule

Proposals are due at **3:00 PM on Tuesday, December 14, 2010**. A pre-proposal conference will be held at office of the Division of Facilities and Maintenance Services at 1124 North 11th Street, Milwaukee, WI at **9:00 AM on Friday, December 3, 2010**. Following the conference, a walkthrough will be conducted at the current project sites. Attendance at the pre-proposal conference is strongly encouraged as this will be the only time the project sites will be available for review. A written response of the questions asked at this conference will be issued by way of an addendum to all firms registered as receiving a copy of this RFP.

Section 2 – Instructions to Proposers

2.1 Proposal Content and Format

The Proposal should be prepared simply and economically, providing all required information including requested background information, in a clear and concise format.

Fancy binding, elaborate displays, or superfluous content are not desired. The Proposal shall address all of the topics detailed; however, additional services offered, recommended changes, alternatives, suggested deviations, or other information considered pertinent must be fully described, including complete information on capabilities and costs.

All completed responses to this RFP will become the property of the MPS and as such are subject to the State of Wisconsin Open Records Law upon completion of contract negotiations. Information designated as proprietary or confidential will be held in confidence prior to the award of any contract. The respondent is responsible for indicating what portion of their response is proprietary or confidential information, and for what reason.

Proposals are to be formatted and tabbed in the exact form and sequence as described in Section 6 of this RFP. All proposals are to be typed in a font size of 12 or larger.

The respondent is responsible for any costs associated with the development of a response to this RFP.

2.2 Submittal of Proposals

Submit six (6) left-side bound originals and one (1) unbound copy, in a form suitable for photocopying, to Ms. Gina M. Spang, P.E., Director, Milwaukee Public Schools, Division of Facilities & Maintenance Services, 1124 North 11th Street, Milwaukee, WI 53233.

Proposals will be accepted no later than 3:00 PM on **Tuesday, December 14, 2010**. Proposals may not be submitted by facsimile or E-mail. Proposals delivered after that time and date will not be considered and will be returned unopened.

The DFMS reserves the right to accept or reject any or all proposals, and/or award portions of the proposal, and to waive any irregularity in any proposal. Additional information may be requested from all proposers. Any contract awarded will be made to the firm/team that is determined to be the best qualified to perform the work based on the evaluation of all proposals, discussion with references and oral interviews, if necessary. A short list of firms may be identified and interviews scheduled as required.

All questions should be submitted in writing to Mr. John Linn, Manager of Design and Construction, fax number: (414) 283-4682 or by e-mail @ linnja@milwaukee.k12.wi.us. No questions will be answered verbally. No verbal information from any source is to be relied upon by any respondent in the development of their response to this RFP. Only questions submitted in writing prior to 12:00 Noon on **Wednesday, December 8, 2010** will be answered. No questions will be answered after that date and time. The responses will be documented by way of addenda, which will be forwarded to all firms registered receiving a copy of this RFP.

MPS reserves the right to issue RFP's for similar work, for other disciplines or types of work, and for other projects as the need may occur.

2.3 Rejection of Proposals

The Board of School Directors reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and determine which firms in its sole judgment, best meets the District's needs to receive an award after successful contract negotiations. The District may select another proposal or reopen the proposal process if the Architects do not execute an MPS Contract Agreement (refer to Section 4.6 of this RFP) acceptable to the District within ten (10) days after the District's award.

2.4 General Requirements

All respondents are obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, sex, age or socio-economic status. This obligation 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.

All respondents are obligated to comply with all requirements of the Americans with Disabilities Act (ADA).

To the fullest extent permitted by law, the successful respondent agrees to indemnify, defend and hold harmless MPS, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorney's fees by reason of liability for damages, including suits at law or in equity, caused by wrongful, intentional or negligent acts or omissions of the service provider or its agents, which may arise out of or are connected with the activities covered by this contract.

2.5 Vendor Conduct

During the RFP window (time between the release of this RFP and final award), respondents are not permitted to contact Division of Facilities and Maintenance Services (DFMS) employees regarding the RFP unless with the permission of the district's contact personnel identified in Section 2.2 of this RFP.

No gratuities of any kind will be accepted including meals, gifts, and trips except as provided for in reference to site visitations during finalist evaluations. Violation of these conditions will constitute immediate disqualification.

2.6 Selection Criteria

An Evaluation Committee will evaluate and rank the submitted proposals against the following selection criteria:

<u>Weight (%)</u>	<u>Criteria</u>
• 20%	Overall cost of the Project Architect's services.
• 20%	The experience and qualifications of the firm in providing high quality design and management of similar size school projects, specific to remodeling and renovations and including major building component replacement.
• 20%	The experience and qualifications of specific personnel and consultants included as a part of the Project Architect's team, including past performance with MPS.
• 15%	Project approach, including proposed control of Costs and Schedules

- **15%** Reference responses, including past performance with MPS.
- **10%** The amount of HUB Participation in excess of the minimum specified.

The Project Architect contracts will be awarded based on the Proposals determined to be the most advantageous to MPS, in its sole discretion, after consideration of the Evaluation Criteria and other requirements set forth in this RFP. Additional information may be requested from all proposers.

The final price and Project Architect's Scope of Services may be negotiated between MPS and the selected Project Architect before execution of the contract.

2.7 Required Forms and Certificates

The following required forms and certificates should be included with the submitted proposal:

- **Affirmative Action Statement:** MPS requires a statement and participation information for each partner or subcontractor identified in the proposal. A full disclosure of job assignment, time on task, ethnic and/or gender information is required for each team member from each partner or subcontractor. All respondents will be required to include a signed Affirmative Action statement in their proposal response.
- **Disclosure Statement:** All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. The firm must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposer's business or any of its branches, or any known potential conflicts of interest with any current client or employee of the firm, and the interests or employees or Board Director of MPS or the City of Milwaukee.
- **Qualifications of Firms:** Refer to Section 3.1
- **Fee Proposal Form:** Complete the form provided under Section 7 of this RFP. Include the completion of the requested individual firm information
- **Sworn Statement of Respondent:** Complete the statement form included under Section 7 of this RFP.
- **Schedules for Contract Compliance Services:** Refer to Section 2.8
 - **Appendix A – HUB Utilization Plan:** Complete the information for each HUB vendor to be utilized per project.
 - **Appendix B – Prime Vendor Information Sheet:** Complete the information for each project.
 - **Schedule H1-A - Student Employment Commitment:** Complete the information for the description of the student employment for each project.
 - **Schedule H1-B - Student Career Awareness/Education Plan and Commitment:** Complete the information for the description of the career awareness/education plan for each project.
- **Insurance Certificates:** A summary or certificates of insurance evidencing the current insurance coverages carried by the bidder. If the limits or the terms of the insurance policies do not meet minimum requirements under this RFP, the Bidder must submit a letter indicating that insurance that meets the minimum requirements of this RFP will be purchased by the date of the signing of the contract(s) for services.

2.8 Contract Compliance Services

The Milwaukee Public Schools (MPS) Board of School Directors, its Administration, Procurement Division, Division of Facilities and Maintenance Services, and Contract Compliance Services (CCS) are committed to maximizing opportunities to include MPS students, low-to-moderate income workers, and Historically Underutilized Businesses (HUBs) in every aspect of the promotion, development, design, professional and non-professional services purchased, transportation services, material supply vending for school supplies, books, furniture, equipment, and the renovation, repair, and construction of facilities.

The "Professional Services HUB and Student Engagement Forms" (refer to Attachment I) provides detailing information about key elements related to: (1) student engagement, (2) requirements for inclusion of HUB vendors on MPS projects. It is imperative that the respondent familiarize themselves with these contract requirements.

All firms will need to familiarize themselves with the Project Participation Requirements.

2.8.1 Historically Underutilized Business Enterprises (HUB): Shall be defined as any for-profit business entity duly certified as being: minority (MBE), woman-owned (WBE), emerging (EBE), Small Business Administration-8(a) [(SBA-8(a)], small-disadvantaged (SBD), or disadvantaged (DBE) by an agency acceptable to Milwaukee Public Schools. MPS encourages the use of HUB vendors.

Each firm/team must identify how the participations requirement will be met, and identify the respective percentages provided by all firm/team members, including consultants, sub-consultants, etc., with an itemized listing of specific job responsibilities to be performed by each person or firm so listed.

HUB firms that subcontract work to non-HUB firms must indicate the actual percentages of work to be provided by themselves and the non-HUB firm. Only the percentage of work provided by the HUB firm itself can be applied to meeting the overall HUB participation for the firm/team.

All proposers must ensure that certified HUB firms have the maximum opportunity to participate in this RFP and shall describe as part of the demonstration required under this Section, specific efforts that will be undertaken to ensure such maximum opportunity. Joint ventures are encouraged, and subcontracting will be allowed to provide HUB participation; however, respondent must indicate the name of the legally formed company who will be the one to enter into the contract.

Proposers must indicate any situation where they feel that their firm/team would not be able to meet these requirements; i.e., projects under a certain estimated dollar amount, projects without civil, mechanical, electrical, or telecommunications design, etc.

- MPS' Contract Compliance Services Manager must approve any change or substitution of HUB firms after submittal of the proposal.
- Commercially Useful Function. MPS reserves the right to deny or limit Participation Levels/credit to the Firm/Team where any HUB Firm is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a Firm/Team may count toward its Participation Levels only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful

function when it is responsible for the performance of a clearly defined and distinct element of the proposed services and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, MPS' Contract Compliance Services Manager shall evaluate the amount of work subcontracted, reasonable and customary industry practices, and other relevant factors. The Coordinator of the specific duties that will be performed by the HUB Firm(s) shall base the amount of Participation Levels/credit upon an analysis. Each HUB Firm shall be expected to actually manage and supervise the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment and shall perform that portion of the actual work which is reasonable and customary within their industry.

- **Refer to Attachments A-G for the requirement for HUB Participation for each currently funded project.** For the potential future project types, a determination will be made once funding is approved for each project as to the required HUB Participation.

The following Appendices (included in Attachment I) must be completed and submitted as a part of the proposal response for each project:

- **Appendix A – HUB Utilization Plan:** Indicate each HUB vendor to be utilized under each contract and document how you expect to meet the HUB requirement for each project.
- **Appendix B – Prime Vendor Information Sheet:** To be completed by the prime firm submitting the proposal response indicating the consultants to be used for each project.

2.8.2 Communities-in-Need (COIN): MPS is committed to maximizing the participation of underemployed individuals from communities suffering from the ill effects of poverty through the use of the Communities in Need (COIN) Policy. As of May 1, 2003, the COIN Policy replaced the MPS Residency Preference Provisions and is different from the City of Milwaukee's Resident Preference Program.

- **The requirement for COIN Participation for all projects is 0%.**

2.8.3 Student Participation: The selected firm will engage MPS students through two (2) types of experience: 1) Paid Employment for MPS Juniors and Seniors, 2) Classroom Career Awareness activities for all grade levels. The Firm shall identify mechanisms for involving MPS students in the design and construction process through employment, job shadowing, presentations and/or other approved activities. The intent is to have MPS students involved in receiving real world work experiences and to provide career education in relation to real MPS projects that enhances the connection between K-12 education and career preparation.

- **Refer to Attachments A-G for the requirement for the Paid Student Employment and Student Education Activities Participation for each currently funded project.** For the potential future project types, a determination will be made once funding is approved for each project as to the required Paid Student Employment and Student Education Activities Participation Participation.

The following Schedule (included in Attachment I) must be completed and submitted as a part of the proposal response for each project:

- **Schedule H1-A – Student Employment Commitment:** Must be completed for the description of the student employment to be provided for each project.

- **Schedule H1-B – Student Career Awareness/Education Plan Commitment:** Must be completed for the description of the career awareness/education plan for each project.
- 2.8.4 Monthly Documentation with or without Invoice Submissions:**
- **Schedule H2 - Student Engagement Reporting** (included in Attachment I): This form is used to provide reporting on student education and employment activities.
 - At the end of the project, the Service Provider shall indicate on the Schedule H2 that it is the final submission.
- 2.8.5 Non Compliance:**
- Failure to submit any project documentation is a contract violation.
 - Failure to achieve contract commitments is a violation of the contract.
 - MPS has and will initiate a variety of sanction actions designed to bring about compliance should a contractor fail to fulfill any Participation element of its contract, including withholding payments, cancelling contracts and any other remedies available under Wisconsin Law.

Section 3 - Qualifications

3.1 Qualifications of Firms

The Firm/Team must have recent school remodeling design experience in order to be qualified for this work. That experience (within the past five (5) years) must include the following:

- 3.1.1** Identify a minimum of four (4) school projects that have recently been performed by the firm/team that are of a similar nature of the services requested herein, including a brief description of the scope of services provided. Identify which projects have been completed, which are under construction and which are currently being designed. Identify which projects have been completed while the School was occupied. Include all pertinent information regarding the scope, budget, square footages, year constructed, etc.
- 3.1.2** Specifically identify which work has been completed at urban sites.
- 3.1.3** Submit lists of projects, clients and Team Members involved confirming their experience of a similar nature of the services requested herein. Submission must include appropriate names, locations, telephone numbers, client references, project size and descriptions. **At a minimum, this information must be provided for the above listed projects in Section 3.1.1.**
- 3.1.4** Submit a listing of all claims closed and pending relating to problems or disputes over the Firm's performance on projects worked on in the past five (5) years. The Firm must provide information on any legal settlements within this five (5) year period. The same must be provided for all other firms included as a part of the Team.
- 3.1.5** The Firm must be capable of producing all design and contract documents in CAD. The CAD system must be AutoCAD 2007 or later version. Specifications and other reports must be produced using the latest release of Microsoft Word and/or Excel, and all specifications must also be prepared in accordance with the MPS' Guide Specifications.

3.2 Individuals

- 3.2.1 All work required herein to be provided by the Firm/Team must be done by or under the direct supervision of a Project Architect licensed in the State of Wisconsin. The Firm is to designate one (1) central contact person for the duration of each contract. This person must also be an Architect licensed within the State of Wisconsin. It is expected that this central contact person will be the Project Architect and will remain with this project for its full duration. The District will allow for only one substitution of this person during the duration of each contract. This will only be done with written permission of the District and only for the reason that the original identified person is no longer with the Firm. The replacement must have credentials similar to the person they are replacing and the District will be the sole judge of the adequacy of the replacement.
- 3.2.2 The Project Architect identified under 3.2.1 will be the person that is expected to be the overall architectural Team Manager, make presentations, etc. and be responsible for any and all work performed under each contract.
- 3.2.3 The Support Consultants must be adequately staffed to assist the Project Architect in support of the project. The consultant firm must assign a licensed engineer for all support services.
- 3.2.4 The Project Architect must be available via pager and/or cellular phone at all times, including weekends and evenings.
- 3.2.5 Provide resume information on all staff (excluding administrative) on the proposed Team. Include information relating to their role on the Team.

3.3 Insurance

For each project, the Project Architect shall purchase and maintain at its sole expense, unless otherwise indicated herein, insurance as outlined below until all services to be rendered have been fully completed unless otherwise required herein. The Project Architect shall require any of their consultants or subcontractors not protected under the firm's insurance to maintain insurance of the same kind in the amounts as specified below. The Project Architect shall not commence any work under each contract nor shall any of their sub-contractors be permitted to commence work until they obtain the required insurance and MPS has approved the proof of the required insurance.

1. Workers Compensation Statutory Limits

Employers Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the following parties including their directors, officers, agents and employees:

Board of School Directors of the City of Milwaukee
City of Milwaukee

2. Commercial General Liability for bodily injury, personal injury, advertising injury and property damage

General Aggregate Limit (other than	
Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000

Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit-Any One Fire	\$ 50,000
Medical Expense Limit-Any One Person	\$ 5,000

The policy deductible shall not be greater than 10% of the limit of the policy.

3. Automobile Liability – Owned, Non-owned and Hired
Combined Single Limit \$1,000,000

4. Umbrella

<u>Minimum Limit of Liability</u>	<u>Project Construction Cost</u>
\$1,000,000 each occurrence/\$1,000,000 aggregate	Up to \$500,000
\$2,000,000 each occurrence/\$2,000,000 aggregate	\$500,000 to \$3,000,000

Coverage must be following form and as broad as the underlying Commercial General Liability, Automobile Liability and Employer's Liability. The above are dedicated limits for Milwaukee Public Schools project(s) and are not to be impaired by exhaustion of the aggregate.

5. Architect's professional liability including coverage for bodily injury, property damage, contractual liability, punitive or exemplary damages and pollution liability. If coverage is provided on a claims made basis, coverage will be at least retroactive to the earlier of the date of each contract or the commencement of Project Architect's services in relation to the project. This coverage is to be specific to the MPS project and is to be maintained for a period of 3 years after the date of completion of the Project. Deductibles under the insurance policy shall not be less than 5% of the limit of the policy. Any consultants or subcontractors retained by the Project Architect who perform services under each contract shall be covered under Project Architect's professional liability insurance.

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the following parties including their directors, officers, agents and employees:

Board of School Directors of the City of Milwaukee Public Schools
City of Milwaukee

<u>Minimum Limit of Liability</u>		<u>Construction Cost</u>
<u>Per Wrongful Act</u>	<u>Per Project Aggregate</u>	
\$100,000	\$100,000	Up to \$500,000
\$250,000	\$250,000	\$500,000 to \$1,000,000

6. Acceptability of Insurers:

Unless otherwise agreed to in writing by MPS, insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the State of Wisconsin.

7. Additional Insureds

The following parties including their directors, officers, agents and employees shall be named as additional insureds on all Project Architect's Commercial General Liability and Umbrella Liability policies for liability arising out of the project work:

Board of School Directors of the City of Milwaukee Public Schools
City of Milwaukee

All insurance coverage for the additional insureds shall be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insureds is excess and non-contributing with any insurance required hereunder. The insurance coverage for the additional insureds shall be at least as broad as that provided by the Additional Insured-Designated Person or Organization Endorsement, Insurance Services Office Form #CG 20 26 11 85, or the most recent State of Wisconsin approved version of this form.

8. Additional Insurance Requirements

- (a) Any and all deductibles or other forms of retention are the responsibility of the Project Architect. All deductibles or other forms of retention are subject to the approval of the Owner.
- (b) Prior to commencing the work, the Project Architect shall furnish MPS certificates of insurance, which evidence the required insurance or certified copies of the insurance policies. If coverage is evidenced by certificates of insurance, the Project Architect must provide certified copies of the insurance policies within ninety (90) days after commencing the work.
- (c) Not less than two weeks before the expiration of the insurance coverage required by each contract, the Project Architect must provide to MPS certificates of insurance which evidence renewal or continuation of the required insurance policies or certified copies of such insurance policies. If renewal coverage is evidenced by certificates of insurance, the Project Architect must provide MPS certified copies of the required insurance policies within ninety (90) days of the expiration of coverage.
- (d) Upon failure to provide such evidence of coverage and/or policies or certified copies of insurance policies within the time periods required, MPS have the authority to order the Project Architect to cease all operations until the required documents have been provided. Any expenses arising from such interruption or cessation of work shall be the responsibility of the Project Architect.

Indemnification: To the fullest extent permitted by law, the Project Architect firm agrees to indemnify, defend, and hold harmless, MPS, its agents, officers, and employees from and against all loss or expense including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the firm, its sub-contractors or its agents which may arise out of or are connected with the activities covered by each contract.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees, and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS' negligence for acts, policies, or directives that affect the activities covered by each contract.

Section 4 - Scope of Services

4.1 General

Professional services performed or furnished under each contract shall be based on the care and skill ordinarily used by members of the profession involved, who practice under the authority of and who are governed by the license issued under the Wisconsin Statutes and the Wisconsin Administrative Code.

The following summarizes the general services that the firm/team may be required to perform. This list is not intended to be all inclusive, but rather to establish a level of the minimum expected involvement and performance:

- 4.1.1 Existing Conditions:** Provide complete verification and documentation of all existing conditions, operations, and locations of equipment, utilities, structural members, building materials, etc., that will be affected by the project scope, prior to proceeding with any design work. MPS archived documents will be made available for review and reproduction by Project Architect, however, this information is to be used as a basic reference guide only, and may not reflect actual installed conditions. The Project Architect shall schedule an appointment to review the MPS archived documents with the MPS identified Project Manager.
- 4.1.2 Environmental Conditions:** It is the intent that MPS will be responsible for asbestos abatement. The Project Architect and its consultants are responsible to review the MPS Asbestos Management Plan for the project site during the design phase in order to determine what existing materials that may be disturbed by the proposed construction activities contain asbestos. The Project Architect must clearly define the scope of work for MPS to have the required areas abated prior to construction where applicable. Asbestos materials in any form are not allowed to be used for or in any portion of the work relating to each contract. At the completion of the project, the Project Architect is to submit a notarized, signed affidavit attesting that this requirement has been complied with.
- 4.1.3 Consultants:** Consultants are to work under the sole direction of the Project Architect, and Project Architect is responsible for coordination of all consultant work. Retain consultants for all disciplines associated with the required scope of work for each currently funded and potential future project as indicated under Section 5, including, but not limited to the following:
- Civil
 - Structural
 - Mechanical, including Fire Protection, Plumbing and HVAC
 - Electrical
 - Telecommunications, including new systems and/or extension of existing systems, including the following:
 - Telephones
 - Computer network (LAN) infrastructure
 - Television
 - A/V, including door access control and video surveillance.
 - Building automation for HVAC and electrical systems.
- 4.1.4 Meetings:** Schedule and attend all meetings with MPS personnel, educational staff, and consultants, and prepare and distribute minutes to all parties in attendance and affected by the outcome of issues discussed.
- 4.1.5 Drawings:**
- All drawings must be provided in AUTOCAD 2007, or later version.
 - The DFMS has single-line schematic floor plan CAD drawings for all MPS sites for use as a base plan; however, each school must be surveyed in order to verify existing conditions.

In addition, the DFMS maintains an archive of original drawings, prints, submittals, and specifications for the original construction, remodeling, and maintenance projects for all MPS sites, which may be loaned for use.

- At the conclusion of the project, in addition to providing the final Record Drawings as identified in Section 4.2, the Project Architect shall update the existing MPS schematic floor plan CAD drawings as poly-lines in accordance with the MPS guidelines to indicate all new building modifications and/or additions and provide the drawings to the DFMS.

4.1.6 Specifications:

- The DFMS has prepared Guide Specification sections for the general requirements, general construction, mechanical, and electrical divisions of work, for use on all MPS projects. These specifications sections identify the approved materials and product performance standards required for use on all MPS projects. The Guide Specifications have been prepared in the three-part Construction Specifications Institute (CSI) format, and are intended to be utilized as a guide, requiring editing to reflect the specifics for each individual project, including work by consultants and sub-consultants. The Guide Specifications are not inclusive of all required conditions, materials or equipment, but shall be supplemented as required. Any revisions to the materials specified, or to the specifications in general are to be highlighted on the construction document review sets provided to MPS, along with the rationale for the required changes. Failure to use the MPS Guide Specifications for all aspects of the project will be cause for rejection of the review sets, and will not be a basis for additional compensation.
- Assist the DFMS in preparing specifications and backup documentation for all Owner direct purchase items.

4.1.7 Reviews:

- Documents shall be prepared and submitted to the DFMS for review and comment at the times as stated for each particular phase.
- A design report shall be completed and submitted with each review set as stated for the particular phases. The Project Architect shall also provide a statement for each drawing review verifying that they have reviewed their consultant's documents for compliance and completion prior to submission to MPS for review.
- The review times are to be clearly identified in overall project schedule. The Project Architect is responsible for all redraw/redesign efforts due to changes required to bring the project in line with established budget and district standards up to and including the 95% review of construction documents and specifications.

4.2 Scope of Services

The following summarizes the specific services that the Project Architect may be required to perform for each project type identified within this RFP:

- **Programming Phase**
- **Planning and Schematic Design Phase**
- **Design Development Phase**
- **Construction Documents Phase**

- **Bidding/Negotiation Phase**
- **Construction Administration Phase**
- **Project Closeout and Follow-Up Phase**

4.2.1 Programming Phase:

- Meet with the DFMS and Educational Staff and community representatives to prepare/review educational specifications. Identify what items from each were included in budget and what items, if any have been deleted.
- Develop program studies while taking educational trends and local district needs into consideration
- Prepare a program and an estimate of probable construction costs for the project. **The program is essential for MPS staff to confirm with schools that the items that they have requested for have been accounted for.** Elements to be included in the program shall include a full description of the following:
 - Exterior and interior functional areas and spaces of the Project, with the technical and equipment requirements of each;
 - Comparisons between existing and proposed facilities and systems;
 - Diagrams to describe the proposed circulation and relationships between functional areas and departments;
 - Description of provisions for future changes and growth;
 - Identify conditions at the site which might adversely affect the achievement of the proposed design;
 - Narrative of the rationale for the proposed program and prioritized options to maintain the proposed project budget.
- A presentation of the program may be required to the MPS Board or to the community.

4.2.2 Planning and Schematic Design Phase:

- Meet with the DFMS and Educational Staff to review the program and preliminary budget developed under 4.2.1, and include the following:
 - Review details associated with schematic design and to develop a comprehensive educational program, net square feet, adjacency diagrams, narrative descriptions or project goals and expectations and other salient project characteristics, including the following:
 - Additions, Renovations and Remodeling Projects: Evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project; confirm existing major mechanical, plumbing, electrical systems, and reasonable accessible areas.
 - Review Educational Specifications and Program and identify what items from each were included in budget and what items, if any, have been deleted.
 - Review cost estimate in order to identify "bottom line" project budget.
- Facilitate a final site investigation, including subsurface investigations or geotechnical exploration of the subsurface conditions. Perform preliminary utility, boundary, and topographic surveys as well as drainage studies.
- Develop schematic plans based on the selected site plan and reflecting existing conditions, including the following:

- Preliminary space plan that determines the overall quality and treatment of the spaces that has been determined through the programming phase.
- Preliminary sections and elevations, selection of building systems and materials, and approximate dimensions, areas and volumes.
- Preliminary materials selection, lighting concept and furniture & equipment layout.
- Describe any unusual or adverse conditions affecting the design of the project: subsurface, (soil or groundwater), hazardous materials, etc., related to existing land or building.
- Utility Service: Identify constraints, requirements, or cost issues related to providing utility service to the existing building or site.
- Complete an accurate, preliminary cost estimate based on the selected site and the schematic floor plan.
- Submit schematic design to the DFMS for review and make a formal presentation to DFMS Staff.

4.2.3 Design Development Phase:

- Meeting with the DFMS to review the results of the schematic design and budget developed under 4.2.2, and include the following:
 - Review the design issues for each discipline and required consultant's scope of work that will have a major impact on the project's budget.
 - Attendees shall include the Project Architect and their Consultants, along with representatives from affected MPS Maintenance Shops and the DFMS' Engineering and Design Group. This meeting will allow MPS to bring existing conditions and issues forward that may need to be addressed as a part of the project. If necessary, these items can then be included in the scope of work, and the budget estimate can be adjusted before any further design work proceeds. Consultants should be somewhat familiar with the building and the scope of work, and be prepared with questions for this meeting.
 - Verify information included in Educational Specifications, Program, Schematic Design and other preliminary information and coordination with Design Development documents, as well as verification of accuracy of any written reports, etc.
- Work with the City of Milwaukee and/or other regulatory agencies in order to comply with any code related issues, including ADA.
 - Zoning: Note any special requirements or conditions that may require variances.
 - Historic Preservation: Indicate whether the project requires approval from City of Milwaukee Historic Preservation Commission (HPC).
- Develop energy saving mechanisms and advise MPS of costs and payback periods.
- Reviews: Preparing the following documents for review and comments by DFMS and other District personnel:
 - 100% Design Development drawings: Include the following information:
 - Site Plans (all drawings shall have scales and north arrows) with building locations (new and existing), new construction, grades, lighting, utilities, paving, storm drainage.
 - Storm Water Management Plan with storm water drainage and calculations.
 - Mechanical and electrical consultants to provide a written description that describes the field conditions and proposed solutions for new/extension of services (such as identification of panels where new electrical circuits will be pulled from, ductwork extension locations, sizing of air handling units, etc.).

- Floor Plans (preferably at 1/4" scale and have north arrows) with wall thickness, room names, doors, windows, furniture, equipment.
- Exterior Elevations (preferably at 1/4" scale) with doors, windows, louvers, roofing, elevation heights.
- Building Sections (preferably at 1/4" scale) with walls, floors, roofing, elevation heights, and ceilings.
- Submit completed Design Report at 100% completion of Design Development Phase.
- Review with the DFMS to ensure that the design is able to be constructed for the established budget that includes construction, equipment, furniture, and any other costs to establish occupancy to MPS.

4.2.4 Construction Documents Phase:

- Create and document final scope of work. Provide paper and electronic copy of review documents.
- Identify the timeframe estimated for the completion of each required review phase.
- Schedule coordination meetings between consultants and the DFMS to ensure that system/materials are consistent with MPS standards as identified in MPS Guide Specifications.
- Reviews: Preparing the following documents for review and comments by DFMS and other District personnel.
 - **75% Construction Documents and Specifications:**
 - Submit Design Report at the 75% completion of Construction Documents Phase.
 - The design review set should clearly define the general scope of work for the project, including all items that have a major impact on the project's budget, mechanical and electrical systems, etc. It is imperative that all consultant work must be 75% complete at the time of the review submittal. Comments and information provided at the Design Development meeting should be, if not complete, at least acknowledged in these documents. A sample of typical information required to be provided is as follows:
 - Extent and intended limits of construction, including exterior site work.
 - Separate demolition drawings that identify any potential penetrations, removals, and attachments to the existing building, in order to allow MPS to review the potential for cutting, demolition and tie-ins to areas that may have hazardous materials present (refer to Section 4.1.2).
 - General wall types and sections or descriptions.
 - Outline of structural framework grid.
 - Typical cabinet/casework construction sections.
 - Roof construction types or sections.
 - Major equipment locations.
 - Utility entrances.
 - Electrical panels and service equipment locations.
 - Telecommunications equipment locations.
 - Network infrastructure main cross-connect (MC) location.
 - Edited specification sections, including any revisions to equipment from MPS Guide Specifications.

- Design shall include coordination, to protect the integrity of the design and facilitate construction with:
 - Manufacturers: Check that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
 - Suppliers: Check that materials and equipment called for in the documents are currently available and suitable for their intended use.
 - Consultants: Check that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the Project Architect.
 - Utility Companies: Determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the project. Provide this information in writing to interested parties as needed.
 - Governmental authorities having jurisdiction over the work. The Project Architect shall submit documents for approval to public agencies having jurisdiction over the project and after obtaining such approval of those agencies, the Program Architect shall file copies of such approval with MPS.
 - Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project, such as the storm water management plan.
 - MPS: Clearly identify all MPS provided equipment and services in the plans and specifications. Schedule pre-installation meetings with consultants and DFMS for items such as fire alarms, signage, etc.
 - Determine time requirements for obtaining said equipment and services and identify coordination issues.
- Specific details would not be required at this stage, but the intent of the work should be clear to all reviewing the documents.
- **95% Construction Documents and Specifications:**
 - Submit Design Report at 95% completion of Construction Documents Phase.
 - Documents shall provide for a final review to confirm that all details are complete and all required information is provided. Minor corrections may remain, such as spelling, incomplete references, etc., but major items such as finishes, equipment schedules, details, sections, and elevations, shall be complete. The specifications should be in the correct final format with a complete Table of Contents.
- Estimate: Provide a detailed estimate for the projected scope of work. Factors influencing the cost feasibility of each major division of the specifications should be identified. Include escalation, if required, based on the time frame of planned construction.
- Identify any long-lead delivery items that will be required for the construction (such as sinks, doors, hardware, etc.) for MPS pre-purchase in order to allow sufficient delivery time for installation by Contractor to meet construction completion date.
- Identify any part of the work that may require special monitoring or consideration during construction to prevent quality control problems, delays, or cost escalation. Include any long lead time equipment or materials.
- Meeting with school staff and DFMS to determine furniture/equipment needs, coordinating layout of standard as well as specialty rooms.

- Work with DFMS in value engineering and providing documents identifying the same including a life cycle cost analysis. All revisions to documents due to value engineering options are the responsibility of Project Architect.
- Preliminary Plan Review by regulating authorities.
- Final 100% complete Bid Documents:
 - Submit one (1) reproducible set of documents to MPS, who will be responsible for the release of the Official Advertisement and the reproduction and distribution of the bidding sets.
 - The Project Architect will be able to obtain as many sets of documents as they require through MPS within reason.
 - The release, prebid walkthrough, and bid due dates are to be confirmed with MPS, prior to completion of the 100% complete documents, for insertion in the bidding documents.
 - MPS requires that projects be bid for a minimum of five (5) weeks.

4.2.5 Bidding/Negotiation Phase:

- Make application for all required plan approvals. Pay all State and Local Plan Examination Fees and be reimbursed at cost. Fee for General Building Permit to be paid by the Contractor.
- Items that require correction or modifications to the drawings or specifications during this phase shall be prepared by Project Architect and submitted to DFMS for final review and distribution a minimum of seven (7) days prior to the bid due date, so that the addendum can be received by all contractors one (1) week prior to the bid due date.
- Attend Pre-Bid Walkthrough with the DFMS.
- Assist DFMS with bidding schedule.
- In the event the lowest responsive bid total received exceeds by five percent (5%) the Estimate of Probable Construction Costs submitted by the project Architect prior to release for bidding, the Project Architect agrees to revise the Bidding Documents, and rebid the project at no additional cost to the Owner. This includes all advertising and reproduction costs to be borne by the Project Architect.

4.2.6 Construction Administration Phase:

- MPS will be responsible for arranging and conducting construction related meetings as required. The Project Architect's representative shall attend weekly job meetings, take notes, publish and distribute minutes of job meetings.
- After the award of the construction Contract, the Project Architect shall become an on-site technical and professional advisor to MPS. In this capacity the Project Architect will have continuous access to the site. The Project Architect, through the DFMS' Project Manager, will have access to data in the construction contractor's files or offices pertaining to the quality or time requirements of the construction Contract, in the same mode, manner and extent that such data would be available to MPS.
- The Project Architect shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Contract Documents, and shall immediately report any variances to MPS.

- The Project Architect shall be responsible for the coordination and performance of on-site services performed by consultants employed by the Project Architect and shall review reports and other data submitted by such consultants. The Project Architect and each consultant engaged shall make an agreement with MPS on construction phase site visits. The Project Architect shall provide in each consultant agreement, a requirement for consultant visits to the site and a schedule for such visits for professional evaluation of the work monitored by each consultant and a reporting system to inform MPS. Site visits shall coincide with crucial times of the construction for the specialty area involved. A minimum of four (4) site visits shall be required (not including the punchlist walkthroughs) for each project. The number of site visits may be revised once actual projects are identified.
- Prior to the start of construction, the Project Architect shall review the schedule for submittals from Contractor and the Project Architect's consultants. The Project Architect shall assess the feasibility of such submittals relative to the construction schedule and review time needed, and advise MPS accordingly.
- Should the Project Architect become aware that the work of any construction contractor or subcontractor in place or underway does not conform to the work or quality required by the construction contracts, MPS shall be immediately notified.
- Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by MPS in the preparation of the documents or design shall be the responsibility of the Project Architect or its consultants, without additional cost to MPS.
- Review Requests for Information (RFI's) and MPS requests for change. Construction bulletins shall be developed and issued by the Project Architect as appropriate. The Project Architect shall create and maintain RFI, Construction Bulleting, and Change Order Logs (Excel format provided by MPS). The Project Architect shall then evaluate subsequent construction contractor proposals and provide MPS with a written recommendation regarding acceptance or rejection. Review and recommendation shall be completed within five (5) working days of receipt, or in accordance with another schedule approved by MPS. The review shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change. Following approval by MPS, the Project Architect shall prepare, process and convey the necessary Change Order within three (3) working days of submittal. Logging of these documents will be accomplished by MPS.
- Prepare and distribute punchlist with input from the DFMS, including above ceiling inspection, final interior punchlist, and exterior punchlist. On phased construction projects, it may be necessary to conduct punchlists for the remodeling work for early occupancy and a second punchlist at project completion.
- Provide follow-up inspection to ensure punch lists are complete in accordance with contract documents. Identify the cost for follow-up services for instances wherein the contractor fails to satisfactorily complete original punchlist items when reviewed for completion.
- Prime engineering consultants are to visit the site a minimum of three (3) times (per construction phase) during construction. Provide written documentation of observations (these visits are separate from punchlist activity or any unusual activity which would require the presence of consultant on site).

- Mechanical, Electrical, Telecommunications and other specialty systems: Respective consultants shall perform or witness functional testing of the respective systems to verify installation and operation meet the intent of the design.

4.2.7 Project Closeout and Follow-Up Phase:

- Upon notification to MPS that the construction contractor(s) has conducted an inspection verifying that Substantial Completion has taken place, provide a written report to MPS indicating if Substantial Completion has in fact, been achieved, along with a written punch list of items found not to be complete, in need of correction, replacement or otherwise not in accordance with the construction Contract Documents. MPS will prepare and distribute the Certificate of Substantial Completion when appropriate.
- MPS will provide a set of prints to prime construction contractor on which daily records of changes and deviations from the Contract will be recorded. At completion of the project and prior to final payment, the contractor shall submit its marked-up record prints to the Project Architect who shall, based on these marked up prints, revise the original documents or prepare a set of reproduced original drawings showing changes in the work made during the construction process to produce a set of as-built documents. All addenda, change orders, and other circumstances known by the Project Architect to have caused change shall be included in the production of the as-built documents. Provide the following to the DFMS:
 - As-Built/Record Drawings:
 - One (1) complete set of reproducible drawings.
 - One (1) complete set of CAD record drawings on CD, properly labeled with index. Each drawing must be a separate CAD drawing file.
 - One (1) complete set of updated schematic CAD poly-line drawings of all new spaces.
 - One (1) electronic copy of Project Specifications.
 - Record of all addenda information.
- Provide follow-up assistance within one year of project completion.

4.3 Additional Services – Full Construction Administration

- A separate cost shall be provided for providing the following full construction administration services as the construction representative for MPS for each current project – refer to the Proposal Form.
 - MPS will be responsible for arranging and conducting construction related meetings as required. The Project Architect's representative shall attend weekly job meetings, take notes, publish and distribute minutes of job meetings.
 - After the award of the construction Contract, the Project Architect shall become an on-site technical and professional advisor to MPS. In this capacity the Project Architect will have continuous access to the site. The Project Architect will have access to data in the construction contractor's files or offices pertaining to the quality or time requirements of the construction Contract, in the same mode, manner and extent that such data would be available to MPS.
 - The Project Architect shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Contract Documents, and shall immediately report any variances to MPS.

- The Project Architect shall be responsible for construction phase site visits. Site visits shall coincide with crucial times of the construction for the specialty area involved. **A minimum of three (3) site visits per week shall be required (not including the punchlist walkthrough) for the project.**
- Should the Project Architect become aware that the work of any construction contractor or subcontractor in place or underway does not conform to the work or quality required by the construction contracts, MPS shall be immediately notified.

4.4 Ownership of Documents

All drawings and specifications, renderings, models, scale details, approved copies of shop drawings, calculations, and other such documents, whether hard copy or electronic, prepared by the Project Architect or any consultant pursuant to each contract shall become the property of MPS on completion and acceptance of any of the Project Architect's work, or upon termination of the contract, and shall be delivered to the DFMS upon request.

Documents prepared under each contract may be issued by MPS for informational purposes without additional compensation to the Project Architect.

4.5 Schedule and Budget

All of the currently funded projects identified in Attachments A-E require 100% complete bid documents by **March 16, 2011**, with construction anticipated to be completed in summer 2011. For the potential future projects, a schedule will be determined for each project by MPS once the projects are funded and design work is approved to proceed.

Although MPS has established the preliminary construction budgets for each of the currently funded projects, it will be the Project Architect's responsibility to confirm the proposed scope of work and develop an actual budget estimate for the specific scope of work. At that time, a comparison will be made with MPS' estimate to determine if modifications will be required to the scope to meet the project budget. Therefore, the fee proposals for the currently funded projects shall be a specific dollar amount and not a range or percentage of construction cost.

4.6 Contract Agreement

All work to be performed for each contract shall be in accordance with the MPS Professional Services Contract (see Attachment F) as amended. This RFP and the MPS Professional Services Contract shall be considered complementary and the greatest scope of service to MPS shall be assumed in the event of a conflict.

For the future projects, once a project is approved and funded by MPS, each approved firm's fee proposal will be reviewed for the specific project type and a final defined scope of work will be provided in order to obtain a final cost proposal.

MPS reserves the right to award individual contracts for projects as they are funded and to re-release the RFP if conditions warrant such action.

4.7 MPS Responsibilities

MPS will provide available information regarding the requirements for the project, including the desired objectives for the program, schedule and overall budget, and the following:

- 4.7.1 Existing Documents:** MPS will provide access to all existing drawings, electronic files, etc., for the Project Architect's use for informational purposes only. All existing conditions must be field verified as the information provided on existing documents may or may not reflect existing conditions correctly.
- 4.7.2 Construction Inspection and Oversight**
- 4.7.3 Hazardous Materials Identification:**
- Existing Materials: MPS will provide information for each specific project and will include the abatement services for the removal of identified hazardous materials.
 - Asbestos materials in any form **are not allowed** to be specified in any portion of the work relating to each contract. At the completion of the project, the Project Architect is to submit a notarized, signed affidavit attesting that no asbestos containing materials were specified or approved to be used through the project, including the approval of shop drawings or change orders on this project.
- 4.7.4 Bidding Documents:** MPS shall establish the release and bid dates, reproduce and distribute bidding documents and any necessary addenda to prospective bidders, plan rooms and advertising entities, and shall conduct the bid opening.

4.8 Termination of Agreement

The contract agreement may be terminated by either party upon seven (7) days written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Project Architect and/or their team, the firm shall be compensated for services performed to termination date, including reimbursable expenses then due, and termination expenses as approved by MPS. Work performed prior to the date of termination shall be in accordance with the terms and conditions of each Contract. Upon termination, the results of such work shall immediately be turned over to the DFMS Project Manager and is a condition precedent to further payment by MPS.

In the event the Agreement between the Project Architect and any consultant on the project is terminated, the results of work by that Consultant shall immediately be turned over to the Project Architect.

Section 5 - Fee Proposal

5.1 Currently Funded Projects

Refer to Attachments A-E for the scope of work required for each currently funded project.

5.2 Potential Future Project Types

The following are the specific project types and estimated range of the estimated cost of construction only to be used for the basis of creating a fee proposal/structure – refer to Section 7 for the specific scope of services, consultants and Contract Compliance Services requirements:

Building Remodeling/Renovation:

- Project Type 1: \$50,000 - \$100,000
- Project Type 2: \$100,000 - \$250,000
- Project Type 3: \$250,000 - \$500,000
- Project Type 4: \$500,000 - \$1,000,000

5.3 Description of Fees

5.3.1 Currently Funded Projects:

All services requested in Sections 4.1 and 4.2 of this RFP shall form the Basic Project Architect Services Fees to be provided for each currently funded project indicated under Section 5.1. In addition, a separate cost shall be submitted to provide the full construction administration services as indicated in Section 4.3

5.3.2 Potential Future Projects:

All services requested in Sections 4.1 and 4.2 of this RFP shall form the Basic Project Architect Services Fees to be provided for each potential future project type identified in Section 5.2. A separate proposal shall be provided for each potential future project type by way of an expected range of fees/fee structure in order for MPS to evaluate each project type and the fees associated with such. Once a future project has been funded, MPS will refer to the Project Architect firms that meet the criteria for the specific project requirements and issue an RFP to a minimum of two (2) firms to review and respond to the project specific proposal. At that time, the selected firm(s) shall provide a fee specific to the project under consideration. It is expected that the actual fee will be within the range as identified in the response to this RFP.

The respondent shall include a breakdown of fees and the typical situations in which they would be applied, including but not limited to the following:

- Hourly billing rates for all personnel assigned to the project.
- All Consultant design services.
- Basis of how fees will be escalated over the duration of the next three years.
- Contingencies.

5.4 Reimbursable Expenses

Reimbursable expenses are actual, incidental expenses incurred by the Project Architect, its employees or consultants, in the interest of the project and are not included in overhead costs for the Project Architect Service Fee identified in Section 5.1 and 5.2, and Additional Services identified in Section 4.3 and 5.5. Reimbursable Expenses shall be incurred or contracted for only with PRIOR written approval from MPS. Such approval shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, and the individuals or firms involved. Payment requests from consultants and construction contractors providing these Reimbursable Expenses shall be reviewed by the Project Architect to check the accuracy of and entitlement to the sums requested.

5.4.1 Reimbursable Expenses may include, but are not limited to, the following incidental expenses:

- Expense of reproduction of drawings and specifications, excluding the review and final sets as required in Section 4.2.
- Expense of a site survey when needed
- Expense of a geotechnical investigation and soils and material testing when required.
- Plan approval or permit fees required by state or federal agencies.
- Zoning approvals required by municipal agencies.
- Expense of translating or converting electronic final project record documents from one file format to another.

5.4.2 Non-Reimbursables: The following items are considered as non-reimbursable costs and therefore, if applicable, should be included in the Base Fee:

- Office space.
- Telephone, cell phones, fax machines and E-mail related costs.
- Secretarial, postage, office material and similar.
- Costs of commuting to and from the City of Milwaukee.
- Cost of commuting to and from the job site or ancillary meeting sites.
- Data processing.
- Termination expenses.
- Professional liability and other insurance premiums.
- Rental costs of machinery or equipment.
- Plotting of electronic drawings.

5.4.3 The respondent is to list any other anticipated reimbursable costs and the basis of how these costs will be escalated over the duration of the project.

5.5 Additional Services

The following services described herein are not included as a part of the Project Architect Fee identified in Section 5.1 and 5.2. Compensation for these additional services or other services as requested by MPS must be requested by the Project Architect, and subsequently approved by MPS PRIOR to proceeding with the work. If the additional services are requested after the contract has been issued, such authorization shall be based on a written proposal delineating the nature of the services, the time involved, the estimated cost thereof, the affect on the project schedule and the individuals or firms involved. When authorized, a Contract Change/Service Order will be issued to modify the Project Architect's Contract.

- Providing planning surveys, program revision, site feasibility, or comparative studies of prospective sites.
- Revising previously approved drawings, specifications or other documents, to accomplish changes not initiated by the Project Architect other than record documents and revisions normally to be expected or required to correct deficiencies in the approved drawings and specifications.
- Preparing detailed models, perspective or renderings.
- Preparing documents for alternate bids when requested by MPS and, requiring significant additional time and expense on the part of the Project Architect or its consultants.
- Obtaining or participating in third party Value Engineering/Enhancement of the project when directed by MPS.
- Providing services other than corrective design work and record documents, after final payment to the construction contractor(s).
- Providing services as expert witness in connection with any public hearings, arbitration proceeding, or the proceedings of a court of record except when the Project Architect is party thereto.

- Providing services for a full time on-site construction representative.
- Providing services to accommodate post-design deviations from the standard design/bid/construction project delivery method.
- Providing specialized design services including, but not limited to Sustainability design or LEED certification, vibration, wind or acoustical analysis, energy modeling.
- Presenting design concepts, drawings or models to special interest groups or fund-raising committees associated with this project.
- Participation in post-project evaluations.
- Assist in zoning approval efforts.
- Preparing multiple bid packages.

5.6 Payments

5.6.1 Project Architect Services Fee: Payments will be made on a monthly basis, in proportion to services performed as confirmed by MPS, to increase the compensation to the following percentages at the completion of each phase of the work to be provided:

- Programming: 5%
- Planning & Schematic Design: 10%
- Design Development: 20%
- Construction Documents: 40%
- Bidding: 5%
- Construction Administration: 15%
- Closeout: 5%

No more than 95 percent of the Project Architect's fee shall be paid out prior to substantial completion of the project. When MPS confirms that development of punch lists, review of Operating & Maintenance Manuals, submittal of record documents, and submittal of all other closeout reports has been satisfactorily completed by the Project Architect, MPS will determine how and when the remaining fee is disbursed.

5.5.1 Approved Reimbursable Expenses as defined in Section 5.4 and Additional Services as defined in Section 5.5 will be made monthly upon request.

- A Project Architect whose work is found deficient or fails to conform to the requirements set forth in the Contract, is not entitled to further payments, until corrected to the satisfaction of MPS.
- Payments to the Project Architect may be withheld, up to the limits of the professional liability insurance deductible, for damages sustained by MPS due to error, omission, unauthorized changes or negligence on the part of the Project Architect. MPS will notify the Project Architect in writing of the alleged, specific damages and amounts involved, on a timely basis.
- Payments to the Project Architect will not be withheld due to disputes between construction contractor(s) and MPS.

- In the event MPS receives Notice from any person, Consultant, Subconsultant, or other third party, that the Project Architect has failed to pay such person(s) for Work performed in accordance with Agreements, the Project Architect shall, at the request of MPS, and in no more than 10 calendar days, provide all documentation MPS believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event MPS determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, MPS may authorize direct payment of any unpaid bills, withholding from the Project Architect's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Project Architect.
- If the project is suspended for more than 3 months in whole or in part, the Project Architect will be paid fees for services performed prior to receipt of written notice from MPS of the suspension, together with Reimbursable Expenses then due and reasonable expenses resulting from this suspension, as approved by MPS. If the project is resumed after being suspended for more than 3 months, the Project Architect's compensation will be subject to renegotiation.

5.7 Invoices

All payment requests shall be submitted with breakdown as indicated in Section 5.6.1 above.

Section 6 – Specific Proposal Requirements

6.1 Cover Letter

Provide a signed proposal cover letter that identifies the name, address, telephone number, facsimile number, and contact person for the proposer.

6.2 Fee Proposal

Complete and submit the Fee Proposal as detailed in Section 7.

The price proposal must disclose the expected level of effort and services for all firms shown on the proposal.

6.3 Firm Identity

Identify the entity that will enter into the contract agreement with MPS by providing the information shown below. If entity is a joint venture, proposal must include a copy of: 1) the executed joint venture agreement, or 2) a memorandum of agreement that fully discloses the relationship between the entities of the joint venture.

1. Firm or Identity
2. City, State, Zip, Phone, Facsimile, e-mail
3. Type of organization (individual, partnership, corporation, LLC, LLP, other)
4. If joint venture, name of joint venture partner(s)

5. List any other specialty consultants who would be retained by the organization on this project by name and type of service they would provide.

6.4 Key Personnel

Provide the following in accordance with Section 3:

- 6.4.1 Identify the Project Architect that would be assigned to each project and provide a copy of his or her resumes. Identify and briefly describe any projects this person is currently assigned to, their expected completion dates and any projects this person may be simultaneously assigned to during the course of the project. This person must attend the oral interview if one is scheduled and your team is invited.
- 6.4.2 Identify the lead designers to be assigned to each project and provide a copy of their resumes. Identify and briefly describe any projects they are currently assigned to, their expected completion dates and any projects they may be simultaneously assigned to during the course of the project. These persons must attend the oral interview if one is scheduled and your team is invited.
- 6.4.3 Identify all other members of the proposed team. Identify and briefly describe any projects these persons are currently assigned to, their expected completion dates and any projects they may be simultaneously assigned to during the course of each project. Provide brief resumes including education, number of years with the firm, related work experience, professional association memberships and all State licenses and registrations held by such personnel.

6.5 Team Experience

Provide the following as detailed in Section 3:

Describe the team's specific experience in architectural services for these projects and the experience of the individuals proposed for this assignment. Include the required references for each referenced project. Address how your project experience addresses the requirements in this proposal.

6.6 Project Approach

Provide a detailed outline of the Proposer's approach toward the delivery of services to complete each currently funded and future project type in accordance with MPS's goals and objectives and scope of services identified in Section 4 of this RFP. The Project Approach will describe the process for making recommendations to MPS and define procedures that will be employed to address the following concerns:

Include a description of how the Project Architect will coordinate. Note any changes or additions to the work descriptions that may be overlooked or which help clarify the work tasks.

Demonstrate school experience with the ability to:

- School Remodeling Projects Only (maximum 1 page)
- Meet projected time lines (maximum 1 page)
- Demonstrate knowledge and understanding of applicable IBC and Fire Codes relevant to a school project (maximum 1 page)

- Division of work between firms on the team, including a description of how the Project Architect will coordinate the work of their consultants (maximum 1 page)
- Project scope and cost control, including what quality control measures will be taken to keep the project on scope, budget and timeline (maximum 2 pages)
- Communications with and reporting to the DFMS. (maximum 1 page)
- Compliance with scope and purpose of MPS' objectives. (maximum 1 page)
- Coordination of regulatory approvals necessary to commence the Project. Discuss your team's familiarity with approvals in the City of Milwaukee. (maximum 1 page)
- Other issues as identified by the proponent. (maximum 1 page)

6.7 Participation in Contract Compliance Services

Provide an acknowledgement of the understanding of the requirements for HUB, COIN and Student Participation as provided under Section 2.8. Identify any past experience HUB and Student Participation on other projects and activities

For the currently funded projects, identify the specific HUB consultants and sub-consultants to be employed for each project and the employment activities, apprenticeships and educational opportunities to be provided in order to meet the Student participation requirements.

For the potential future projects, since there are no specific projects at this time, identify the potential HUB consultants and sub-consultants that the Project Architect may work with in order to meet the participation requirements with the understanding that these firms could change once an actual scope of work is defined. Include the commercially useful functions they would expect those firms to perform. Also identify the potential employment activities, apprenticeships and educational opportunities to be provided in order to meet the Student participation requirements.

6.8 Insurance

Submit proof of proposer's insurance coverage as detailed in Section 3.3. Indicate the coverages in excess of the District's minimum.

6.9 Required Forms and Certificates

Submit all documents as detailed in Section 2.7

Section 7 – Fee Proposal

Firm Name: _____
Firm Address: _____
Contact Person: _____
Phone Number: _____ Fax Number: _____
E-Mail: _____

FEE FOR PROJECT ARCHITECT SERVICES

Currently Funded Projects:

Grade Expansion @ Montessori High School @ Juneau High School Complex (Attachment A):

Proposed Fee for Project Architect Services: _____

Full Construction Administration: _____

Grade Expansion @ Rufus King International Middle Years Campus (Attachment B):

Proposed Fee for Project Architect Services: _____

Full Construction Administration: _____

Grade Expansion @ Morse-Marshall Complex (Attachment C):

Proposed Fee for Project Architect Services: _____

Full Construction Administration: _____

Montessori Program Upgrade @ Garden Homes Elementary School (Attachment D):

Proposed Fee for Project Architect Services: _____

Full Construction Administration: _____

Project Lead the Way Labs @ Riverside University High School (Attachment E):

Proposed Fee for Project Architect Services: _____

Full Construction Administration: _____

Project Lead the Way Labs @ Vieau Elementary School (Attachment F):

Proposed Fee for Project Architect Services: _____

Full Construction Administration: _____

Automotive Lab Alterations @ Pulaski High School (Attachment G):

Proposed Fee for Project Architect Services: _____

Full Construction Administration: _____

Potential Future Projects - Building Remodeling/Renovation
Project Type 1: \$50,000 - \$100,000 (Construction cost only)

Specific Scope of Services Required:

- Planning and Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation Phase
- Construction Administration Phase
- Project Closeout and Follow-Up Phase

Consultant Services Required:

- Structural
- Plumbing
- HVAC
- Electrical
- Telecommunications

Participation Plan Requirements:

- HUB: 0%
- Student Employment and Student Engagement: Number of hours to be determined based on specific project

Proposed Fee Structure/Range for Project Architect Services: _____

Project Type 2: \$100,000 - \$250,000 (Construction cost only)

Specific Scope of Services Required:

- Planning and Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation Phase
- Construction Administration Phase
- Project Closeout and Follow-Up Phase

Consultant Services Required:

- Structural
- Plumbing
- HVAC
- Electrical
- Telecommunications

Participation Plan Requirements:

- HUB: 10%
- Student Employment and Student Engagement: Number of hours to be determined based on specific project

Proposed Fee Structure/Range for Project Architect Services: _____

Project Type 3: \$250,000 - \$500,000 (Construction cost only)

Specific Scope of Services Required:

- Programming
- Planning and Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation Phase
- Construction Administration Phase
- Project Closeout and Follow-Up Phase

Consultant Services Required:

- Civil
- Structural
- Plumbing
- HVAC
- Electrical
- Telecommunications

Participation Plan Requirements:

- HUB: 15%
- Student Employment and Student Engagement: Number of hours to be determined based on specific project

Proposed Fee Structure/Range for Project Architect Services: _____

Project Type 4: \$500,000 - \$1,000,000 (Construction cost only)

Specific Scope of Services Required:

- Programming
- Planning and Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation Phase
- Construction Administration Phase
- Project Closeout and Follow-Up Phase

Consultant Services Required:

- Civil
- Structural
- Fire protection
- Plumbing
- HVAC
- Electrical
- Telecommunications

Participation Plan Requirements:

- HUB: 20%
- Student Employment and Student Engagement: Number of hours to be determined based on specific project

Proposed Fee Structure/Range for Project Architect Services: _____

Hourly Rates

Provide names and hourly billing rates of all personnel assigned to projects.

Principal:

Project Leader/Architect:

Consultants:

Support Staff:

Basis for how fees will be escalated: _____

List all potential Reimbursable Items; How They Are Charged and Mark-Up:

SWORN STATEMENT OF RESPONDENT

I, being first duly sworn at _____
(City, State)

on oath, depose and say I am the _____
(Official Title)

of the Bidder, _____
(Name of company submitting RFP)

that I have carefully examined the terms and conditions and prepared this proposal from the "Request for Proposal," including all accessory data, and have checked the same in detail before submitting this proposal; that all statements are made in behalf of the Proposer; that I have full authority to make such statements and to submit this proposal in behalf of the Proposer; that the said statements are true and correct and this sworn statement is hereby made a part of the foregoing "RFP."

(Signature)

(Official Title)

(Legal Address)

Subscribed and sworn to before me

this _____ day of _____, 20__

Notary Public, _____ County

State of _____

My commission expires _____

**GRADE EXPANSION @ MONTESSORI HIGH SCHOOL
JUNEAU HIGH SCHOOL COMPLEX**

SCOPE OF WORK:

Summary:

Remodel second floor for addition of 7th and 8th grade classes – refer to attached floor plan

1. Provide set of corridor doors located at west end of Corridor 2-3
2. Replace strip of floor tile with contrasting color at west end of Corridor 2-2
3. Provide and install corridor clocks near each stairwell on 2nd Floor
4. Provide openings with doors between Rooms 226, 228, and 230
5. Provide openings with doors between Rooms 204, 206, and 208
6. Install whiteboard (20 lf) in each second floor classroom (15 total)
7. Investigate and add as necessary data and duplex electrical outlets such that each classroom can accommodate up to six (6) computers in 13 rooms.
8. Convert Room 202 to computer lab by adding data and electrical as needed to accommodate 30 computers and printer.
9. Provide and install open metal shelving with wood base, vinyl wrap in Rooms 212, 209, and 215 for storage (approximately 20 units total)
10. Convert Room 222 to multi-purpose high school science lab with vented hood, gas, water, power, flammable storage cabinet and casework. New science lab shall mirror science lab in Room 126.
11. Convert Room 4 to family and consumer education room with 3 to 4 cooking stations as design allows that include casework, sinks, outlets for appliances
12. Provide data and power as needed at desk location in Room 214

Specific Scope of Services Required:

- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation Phase
- Construction Administration Phase
- Project Closeout and Follow-Up Phase

Participation Plan Requirements:

- HUB: 10%
- Student Employment: 200 Hours
- Student Engagement: 10 Hours

