

# Request for Proposals

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**City of Minneapolis  
Finance and Property Services Department**

**Commissioning Services for  
East Side Storage & Maintenance Facility  
340 27th Ave NE in Minneapolis**

**RFP 2016-59 Issue Date: April 26, 2016**

**Proposals Due by: Thursday, May 26, 2016 at 4:00PM**



April 25, 2016

To whom it may concern

Attached is a Request for Proposal for Commissioning services. These services are needed for a new East Side Storage & Maintenance Facility, located at 340 27th Ave NE in Minneapolis, for the Finance and Property Services Department, Property Services Division. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by 4:00 PM CST on May 26, 2016. A pre-proposal conference will be held at City of Minneapolis Royalston Maintenance Facility (661 5<sup>th</sup> Ave North) on May 12, 2016 at 9:00 AM.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Friddle".

Robert Friddle, RA, AIA, LEED® AP  
Director, Facilities Design & Construction  
Finance and Property Services Department, Property Services Division

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**REQUEST FOR PROPOSALS  
FOR  
COMMISSIONING SERVICES  
FOR THE  
CITY OF MINNEAPOLIS FINANCE & PROPERTY SERVICES  
DEPARTMENT  
EAST SIDE STORAGE & MAINTENANCE FACILITY**

- I. INVITATION:** The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified Commissioning Agent (hereinafter referred to as the CxA) for providing Commissioning Services for the proposed East Side Storage & Maintenance Facility (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the CxA, City, and other parties involved in the Project.
- II. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at 9 am, May 12, 2016 at Royalston Maintenance Facility, 661 5<sup>th</sup> Ave North, Rm 113. All potential Consultants are encouraged to attend this conference and tour.
- III. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit **ten (10) copies** of their proposal to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement  
Request for Proposals for:  
Commissioning Services  
East Side Storage & Maintenance Facility  
330 2<sup>nd</sup> Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), May 26, 2016.**  
**NOTE: Late Proposals may not be accepted.**

- IV. PROPOSAL FORMAT:** The CxA shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. **Executive Summary** - The Executive Summary should include a clear statement of the CxA’s understanding of the RFP, including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed Commissioning services.
2. **Scope of Services** -. Based upon the “Scope of Services” (Attachment B), the CxA shall describe their understanding of the Project, and their approach to providing full

commissioning services, including their approach to accomplishing “Leadership in Energy and Environmental Design (LEED®) New Construction (NC v4) - Gold Certified” for the Project. Include a description of the Commissioning services to be provided with a detailed listing of tasks and deliverables.

3. **Previous Similar Experience:** This section should identify similar projects involving municipal public works maintenance, vehicle storage, and construction facilities, industrial facilities, and/or combined office and shop facilities, for which the proposing firm has provided commissioning services. In addition, the Consultant shall identify related experience involving “ASHRAE Guideline 0-2005” and “Leadership in Energy and Environmental Design” (LEED®) building standards. The CxA shall have documented commissioning authority experience in at least two similar building projects. The projects listed should include references with name, title, date, and phone number, together with costs for services performed.

Compressed Natural Gas (CNG) ‘slow fill’ fueling (indoor and/or outdoor) and indoor CNG vehicle storage will be an option for this campus, and the CxA shall demonstrate familiarity in this area or have a sub consultant that can provide necessary experience.

4. **Experience and Capacity** - Describe firm and key team member background and related experience, demonstrating availability and ability to provide required services. Indicate if company expansion is required to provide service.
5. **Financial responsibility and capacity of company** including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
6. **References** - List a minimum of three references from contracts similar in size and scope.
7. **Personnel** – This section should include resumes of all proposed CxA team members and indicate the number of staff available within the firm and/or sub-consultant's firm, for work on the Project. The CxA team shall include a LEED® Accredited Professional (AP). The CxA shall assign an experienced Project Manager/Team Leader who is experienced in similar Projects, who will be responsible for all aspects of service delivery including the qualitative requirements of LEED® - NC v4 Gold (Certified). The resumes should identify discipline, level of expertise, years of experience in areas of specialty and any direct work experience on similar projects.

**Use of Consultants:** This section should identify any consultants which the firm intends to utilize on the Project. Clear indication of previous associations with those consultants as well as the consultant's experience and their intended participation should be included as well as the consultant's commitments to assume responsibility for their performance. Design experience of consultants related to LEED® building standards shall be emphasized.

**SUBP participation** – The CxA shall make and document every reasonable effort to include certified small businesses, including companies owned by women and minority persons, as part of their team. . See Attachment A, General Conditions, Item 28 for SUBP requirements, Attachment D, Fee Worksheet.

8. **Familiarity with City Offices and Requirements:** This section should clearly describe the familiarity with City of Minneapolis departments and agencies with which the CxA shall be required to coordinate, such as: the Minneapolis Finance & Property Services Department, the Property Services Division, Civil Rights, and the Small and Underutilized Business Program (SUBP), as well as the Minneapolis Parks & Recreation Board.
9. **Cost/Fees** - This section shall provide a detailed breakdown of the cost of services anticipated to perform the work for the base project, as well as additional fees related to potential additional scope as described herein and outlined in the "Scope of Services" (Attachment B). The base project is estimated to be an approximately 100,000 sf building. The total base project cost, including land acquisition, environmental cleanup, site work, building, design fees, overhead, FF&E, contingency and all other 'soft' costs should be assumed not to exceed forty million dollars.

The CxA should address how they would propose to adjust their fees, should the design Building scope be increased or decreased as a result of the Scope Definition and Master Planning process.

Each phase of services shall be priced separately and should include hourly rates, reimbursable expenses, and a detailed explanation of cost determination. Specifically, the proposing CxA firm shall identify (as a base fee) those costs related to providing basic services, and then specifically identify those additional costs related to LEED® - NC v4 Gold (Certified). Identify anticipated Reimbursables and include them in the total fee. Total fee for the costs of services will be on a lump sum, not-to-exceed basis. **Consultants shall complete the attached Fee Worksheet, Attachment D.**

The cost of services shall include an hourly rate schedule.

- V. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Finance and Property Services and representatives of the Minneapolis Parks and Recreation Board, as well as other City staff as they might require. The Evaluation Panel will select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section IV "PROPOSAL FORMAT", and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives.
- D. Financial responsibility and capacity of company.
- E. Organization and management approach and involvement for a successful project.
- F. Experience working on City of Minneapolis and/or government projects.
- G. Small & Underutilized Business participation.
- H. Cost of services proposed.
- I. Insurance coverage as required for the services by the General Conditions.

A formal Presentation/Interview will be requested of the "short list" Consultants. Specifically, the City requests that the Consultant's Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including key sub-consultants) participate

in the formal presentation/interview.

The Presentation/Interview of the “short listed” Consultants will consist of the following elements, at a minimum:

1. Discussion of the CxA Team’s approach to providing professional services for this Project including program development, multi-phase project delivery, A/E design services, construction administration and inspection services.
2. Discussion of the CxA Firm’s understanding and approach to meeting the desired outcomes for the City for the Project
3. Discussion of the CxA Firm’s familiarity with LEED® requirements as established by the U.S. Green Building Council, and how sustainable design could be incorporated into this Project.
4. Overview of the CxA Firm’s experience as related to the Scope of Services. This shall include any directly related experience, related design/construction experience of any sub-consultants and experience related to LEED® requirements.
5. Questions & Answers: A portion of the Presentation/Interview will be dedicated to questions and answers; a formal list of questions covering a variety of Project related issues will be prepared and made available to each firm just prior to the Presentation/Interviews. The CxA will be expected to respond to each of the questions, and possible follow-up questions that the evaluation panel may have.

The evaluation panel will schedule and arrange for the presentations, following which; the panel will evaluate the presentations and provide their recommendation of the selected A/E Firm to the proper City Council Committee(s) and full City Council for its consideration.

**VI. PROJECT SCHEDULE:** The following is a listing of key Proposal and Project milestones:

RFP Release	April 26, 2016
Pre-Proposal Conference and tour	9:00 AM on May 12, 2016
Questions on RFP Due by 4 pm	May 19, 2016
Responses to Questions posted by end of day	May 23, 2016
Proposals due by	4:00 PM on May 26, 2016
Estimated Shortlist Interviews week of	June, 2016
Estimated Consultant selection	June, 2016
Estimated contract execution	July 2016
Estimated services start date	August, 2016
Estimated Design period	August, 2016 – February 2017
Est. Demolition/site cleanup	April 2017
Est. Construction Start	May 2017
Est. Construction complete	April 2018
Estimated services end date (close-out)	May 2019

**VII. PROJECT PARTICIPANTS:** The current intention is that the CxA’s primary interface with the City will be with the City’s Project Manager who will act as the City’s designated representative for

the Project. The City, at its discretion, may complete portions of the Project with the City's own work forces. The Consultant shall not assume any reduction in services based on the City utilizing its own work forces.

The City has contracted A/E Designer, independent of the Commissioning Agent (CxA) for the project. In addition, the City may contract with other independent consultants. The CxA will be expected to coordinate and cooperate with all Project team members.

**VIII. CONTRACT:** The contracting parties will be the City of Minneapolis and the CxA selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to use the standard form of agreement between Owner and Architect (AIA B141-1997 and B214-2012) as a basis for the formal agreement.

**IX. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions *in writing only* to:

Contract Manager: Robert Friddle, Director, Facilities Design & Construction  
Property Services Division  
Department of Finance & Property Services  
350 S. 5<sup>th</sup> St., Rm 223  
Minneapolis, MN 55415  
Bob.friddle@minneapolismn.gov

All questions are due no later than 4 pm May 19, 2016. Responses to the Questions will be posted by May 23, 2016, on City's RFP website at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP. Consultants are prohibited from interviewing City/MPRB staff or other partners in any effort to obtain information relating to this RFP. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this prohibition could result in the rejection of the proposal.

**X. REJECTION OF PROPOSALS:** The City reserves the right to reject any or all proposals or any Consultant on the basis of the proposal submitted.

**XI. ADDENDA TO THE RFP:** If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>  
The City reserves the right to cancel or amend the RFP at any time.

**XII. SITE VISITS** Consultants may not visit the site property except during the tour that follows the pre-proposal conference.

# ATTACHMENT A

## RFP GENERAL CONDITIONS

# **ATTACHMENT A**

## **General Conditions for Request For Proposals (RFP)**

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

### **1. City's Rights**

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

### **2. Equal Opportunity Statement**

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

### **3. Insurance**

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual

hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

#### 4. Hold Harmless

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and

omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

**5. Subcontracting**

The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

**6. Assignment or Transfer of Interest**

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**7. General Compliance**

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

**8. Performance Monitoring**

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

## **10. Independent Consultant**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

## **11. Accounting Standards**

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

## **12. Retention of Records**

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

## **13. Data Practices**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals

and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

#### **14. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

#### **15. Living Wage Ordinance**

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)” ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

#### **16. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

#### **17. Conflict and Priority**

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

#### **18. Travel**

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City’s [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

## **19. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

## **20. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **21. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

## **22. Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

## **23. Intellectual Property**

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **24. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available

at: [http://www.minneapolismn.gov/www/groups/public/@finance/documents/w ebcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/w ebcontent/convert_261694.pdf)

It is the Consultant's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

## **25. City Ownership and Use of Data**

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

## **26. Small & Underutilized Business Program (SUBP) Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50, apply to any professional or technical service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Administrator to obtain authorization as stated under "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

# **ATTACHMENT B**

## **SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

### **PROJECT DESCRIPTION:**

The City of Minneapolis proposes the complete design and re-construction of the East Side Storage & Maintenance Facility located at 340 27th Ave NE, in Minneapolis. This proposed multi-purpose building and site will be utilized, first and foremost, as a municipal operations campus that will facilitate a variety of large scale storage and maintenance needs. The East Side Storage & Maintenance Facility Project is intended to provide a City of Minneapolis north campus for City vehicle storage and maintenance and related offices, as well as for a northern operations office, vehicle and equipment storage and maintenance center for the Minneapolis Parks & Recreation Board (MPRB).

The facility and site may also be utilized to provide for additional City vehicle storage and maintenance, warehouse storage and officing needs. This co-location will increase the City's and MPRB's operational efficiencies and improve coordination of work activities.

This Project has been registered with the U.S. Green Building Council (USGBC) and is anticipated to become a Gold LEED®-NC building under the LEED®-NC v4 Rating System.

### **OVERALL PROJECT OBJECTIVES:**

The current City vehicle storage and maintenance facilities and MPRB's north and east service centers are not large enough to meet the City's and MPRB's needs, and do not provide adequate or efficient use of space. Design objectives for this Project are:

- Create a multi-agency municipal operations campus, consistent with the City's Comprehensive Plan, through provision of a facility that meets the current operational needs of the City's and Park & Recreation's functions, within the available funding, designed and constructed in such a way as to easily accommodate potential future additions.
- Design for density and flexibility; provide consideration for present or future programmatic needs of additional departments, including Property and Evidence, Transportation Maintenance and others as may be appropriate.
- Provide for efficiency and improved flow and function of operations in the facility and on the site.
- Provide for shared use of common areas and amenities spaces, such as conferencing, toilets, showers, lockers and break rooms.
- Provide a facility that has a positive impact on the working environment, including, but not limited to: indoor air quality, thermal control, lighting, and acoustics.
- Engage neighbors early to set goals and expectations, providing a facility that has a positive impact on the surrounding neighborhood and is considered to be a 'good neighbor'.
- Provide a facility that is certified by the USGBC as a LEED®-NC building under the LEED®-NC v4 Rating System, and potentially as a LEED®GOLD – NC building.

## **SCOPE OF WORK: COMMISSIONING**

The City of Minneapolis is committed to commissioning this facility to systematically optimize the building systems so they operate efficiently and effectively, and that the facilities staff has adequate systems documentation and training. It is the intent of the City to verify and ensure that the fundamental building systems are designed, installed, calibrated and operating as required per the City's Project requirements, the basis of design, and the construction documents. In order to affect this intent, the City will utilize an independent Commissioning Authority (CxA) in conjunction with the design and construction of the Project. The CxA shall actively participate in all Project phases throughout design, construction, post construction, and warranty periods. It is the City's intent that the CxA be an integral member of the design and construction team in order to enhance the performance of the team, help to achieve LEED® certification of the building, and to ensure that the City's design intent is realized.

**Project Scope:** The general scope of the Project is to provide full Commissioning services as defined by "ASHRAE Guideline 0-2005" and as required per LEED®-NC v4 (Energy and Atmosphere Prerequisite 1 and Credit 3).

The City has adopted the Commissioning Process as a quality process to plan, design, construct, and operate this facility. As with any quality process, the Commissioning Process provides tools to enable everyone involved in the construction of the facility to verify that the final facility meets the Owner's Project Requirements. The following is a summary of the Commissioning Process that the City intends to implement on this project. The CxA is free to suggest changes and improvements to this process. However, for this proposal the following process will be assumed.

**Commissioning Process during the Pre-Design Phase:** The Commissioning Process activities completed by the CxA during the Pre-Design Phase shall include:

- Developing and documenting the Owner's Project Requirements (OPR).
- Identifying a scope and budget for the Commissioning Process.
- Developing the initial Commissioning Plan.
- Acceptance of Pre-Design Phase Commissioning Process activities.

**Commissioning Process during the Design Phase:** The Commissioning Process activities completed by the CxA during the Design Phase shall include:

- Work with the Commissioning Team to document the Owner's Project Requirements for the facility.
- Work with the design professionals in documenting the Basis of Design (BOD).
- Verify the Basis of Design with regard to the Owner's Project Requirements.
- Develop a Commissioning Plan encompassing the Design, Construction, Occupancy and Operations Phases.
- Determine the commissioning requirements and activities to include in the Construction Documents, with review by the design team, for integration into the project's construction specifications.

- Review the in-depth design documentation developed by the design professionals.
- Perform statistically based quality design review at 35%, 50%, 95%, and 100% completion of the drawings and specifications.

**Commissioning Process during the Construction Phase:** The Commissioning Process activities accomplished by the CxA during the Construction Phase shall include:

- Organize the Commissioning Process components and conducts a pre-bid and pre-construction meeting where the Commissioning Process requirements are reviewed with the Commissioning Team.
- Organize and conducts periodic Commissioning Team meetings necessary to plan, develop the scope of, coordinate, and schedule activities and resolve problems.
- Review submittals concurrent with the design professional's review.
- Work with Contractors in completing Construction Checklists and tracking of Checklist completion.
- Statistically sample completion of Construction Checklists on a periodic basis to verify that Contractor's quality process is achieving the Owner's Project Requirements.
- Develop specific test procedures. The Contractors review the procedures.
- Direct the execution of the tests by the Contractors.
- Document the results of the tests.
- Document the correction and retesting of noncompliance items by the Contractor.
- Review the Systems Manual for achieving the OPR.
- Review, pre-approves, and verifies the training provided by the Contractors.
- Verify delivery of the Systems Manual.
- Collaborate with design team and contractor for LEED Submittals

**Commissioning Process during the Occupancy and Operations Phase:** The Commissioning Process activities accomplished by the CxA during the Occupancy and Operations Phase shall include:

- Schedule and verify deferred and seasonal testing by the Contractor.
- Verify continuing training.
- Accomplishes a review of warranties with the operations and maintenance staff two months prior to expiration of warranty.
- Schedule, organize, and attend a lessons-learned workshop. The workshop is facilitated by an independent member of the CxA's firm.
- Complete the Final Commissioning Process Report.

**Building Systems:** Items to be commissioned shall include, but are not limited to, the following major systems:

- Mechanical HVAC Systems including: heating, ventilating, air conditioning, indoor air quality systems, refrigeration, comfort, energy, renewable energy, associated controls, and testing, adjusting, & balancing.
- Electrical Systems including: power, lighting, daylighting, and associated controls.
- Renewable Energy Systems (such as solar, wind, geothermal, etc.)
- Plumbing Systems including: flow rates, domestic water (hot and cold), and waste water systems.

**Roles and Responsibilities:** The responsibilities of the CxA shall include, but not be limited to, the following:

1. Organize and lead the Commissioning Team.
2. Facilitate and document the OPR.
3. Verify that the Commissioning Process activities are clearly stated in all scopes of work.
4. Integrate the Commissioning Process activities into the Project schedule.
5. Prepare a Commissioning Plan that describes the extent of the Commissioning Process to accomplish the OPR. Update the Commissioning Plan during each phase of the Project to incorporate changes and additional information.
6. Review and comment on the ability of the design documents to achieve the OPR for the commissioned systems and assemblies.
7. Prepare the Commissioning Process activities to be included as part of the Project specification. Include a list of all individual trade Contractor responsibilities for all the Commissioning Process activities (list Contractors by name, firm, and trade specialty if known).
8. Execute the Commissioning Process through the writing and review of Commissioning Process Reports, organization of all Commissioning Team meetings, tests, demonstrations, and training events described in the Contract Documents and approved Commissioning Plan. Organizational responsibilities include preparation of agendas, attendance lists, and arrangements for facilities, and timely notification to participants for each Commissioning Process activity. The Commissioning Authority shall act as chair at all commissioning events and ensure execution of all agenda items. The Commissioning Authority shall prepare minutes of every Commissioning Process activity and send copies to all Commissioning Team members and attendees within five workdays of the event.
9. Review the plans and specifications (during the Pre-Design and Design Phases) with respect to their completeness in all areas relating to the Commissioning Process. This includes verifying that the Owner's Project Requirements have been achieved, and that there are adequate devices included in the design to properly test the systems and

assemblies and to document the performance of each piece of equipment, system, or assembly.

10. Schedule all document review coordination meetings.
11. Attend the Project's pre-bid meeting to detail the design professional or contractor Commissioning Process requirements.
12. Schedule the pre-design and pre-construction Commissioning Process meeting within 45 days of the award of the contract at some convenient location and at a time suitable to the attendees. This meeting will be for the purpose of reviewing the complete Commissioning Process and establishing tentative schedules for the Design Phase and Construction Phase commissioning activities.
13. Develop the initial format to be used for Issues Logs throughout and for each phase of the Commissioning Process.
14. Schedule the initial owner training session so that it will be held immediately before the contractor training. This session will be attended by the owner's O&M personnel, the design professionals, the contractor, and the Commissioning Authority. The Commissioning Authority will review the Owner's Project Requirements and the design professional(s) will review the Basis of Design.
15. Review proposed contractor-provided training program to verify that the Owner's Project Requirements are achieved.
16. Attend a portion of the contractor-provided training sessions to verify that the Owner's Project Requirements are achieved.
17. Receive and review the Systems Manual as submitted by the contractor. Verify that it achieves the OPR. Insert systems descriptions as provided by the design professional(s) in the Systems Manual.
18. Witness system and assembly testing. Verify the results and include a summary of deficiencies.
19. Perform periodic site visits, as deemed necessary, to inspect the installation of commissioned systems.
20. Perform site visits to supervise start-up and checkout of systems and control points.
21. Supervise the Commissioning Team members in completion of tests. The test data will be part of the Commissioning Process Report.
22. Periodically review Record Drawings for accuracy with respect to the installed systems. Request revisions to achieve accuracy.

23. Verify that the Systems Manual and all other design and construction records have been updated to include all modifications made during the Construction Phase.
24. Repeat implementing of tests to accommodate seasonal tests or to correct any performance deficiencies. Revise and resubmit the Commissioning Process Report.
25. Prepare the final Commissioning Process Report.
26. Assemble the final documentation, which includes the Commissioning Process Report, the Systems Manual, and all record documents. Submit this documentation to the owner for review and acceptance.
27. Recommend acceptance of the individual systems and assemblies to the owner (in accord with the defined project requirements).

**Limit Of Responsibilities:** The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving nonconformance or deficiencies, but ultimately that responsibility resides with the general contractor and design professionals.

# **ATTACHMENT C**

**LEED NC v4  
ENERGY & ATMOSPHERE  
PREREQUISITE 1 AND  
CREDIT 1**



## New AIA Contract Documents, 2012

### Frequently Asked Questions

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The American Institute of Architects released six new contract documents in May 2012. New documents include a new edition of **AIA Document B214™–2012**, Standard Form of Architect's Services: LEED® Certification, and five documents for use on sustainable projects:

- **AIA Document A101™–2007 SP**, Standard Form of Agreement Between Owner and Contractor, for use on a Sustainable Project where the basis of payment is a Stipulated Sum
- **AIA Document A201™–2007 SP**, General Conditions of the Contract for Construction, for use on a Sustainable Project
- **AIA Document A401™–2007 SP**, Standard Form of Agreement Between Contractor and Subcontractor, for use on a Sustainable Project
- **AIA Document B101™–2007 SP**, Standard Form of Agreement Between Owner and Architect, for use on a Sustainable Project
- **AIA Document C401™–2007 SP**, Standard Form of Agreement Between Architect and Consultant, for use on a Sustainable Project

#### **AIA Document B214–2012**

##### **Q1. What is AIA Document B214–2012?**

AIA Document B214–2012, Scope of Architect's Services: LEED® Certification, is an update to AIA Document B214–2007. It is a scope of services document that establishes duties and responsibilities when the owner seeks certification from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program. B214–2012 may be used to provide the scope of services for a prime architect who is providing LEED Certification services as an Additional Service, or, in the alternative, for an architect who is providing only LEED Certification services as a consultant to the owner. Although some of the architect's services vary based on whether the architect is performing its services as the prime architect or as a LEED consultant, in either case the architect's services include conducting a LEED Workshop, preparing a LEED Certification Plan, and registering the Project and submitting LEED Documentation to the Green Building Certification Institute (GBCI).

##### **Q2. What are the differences between AIA Documents B214–2012 and B214–2007?**

AIA Document B214–2012 includes generally updated language that reflects the processes and procedures developed for the AIA's Sustainable Projects documents with language specific to the LEED Certification process. In addition, B214–2012 draws a clear distinction between the scope of the architect's services, depending upon whether the architect is performing services as the primary architect for the project or whether the architect is performing its services solely as a LEED consulting architect. B214–2012 also includes several new provisions that address specific issues related to achievement of LEED Certification, such as a waiver of guarantees and warranties related to the award of LEED Certification and a waiver of consequential damages specific to the unique types of consequential damages that may be encountered on a LEED project.

### **Q3. Is AIA Document B214–2012 a stand-alone agreement?**

No, AIA Document B214–2012 is not a stand-alone agreement and to become effective it must be incorporated into an owner-architect agreement. It may be used with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the architect's sole scope of services, or with B102–2007 in conjunction with other standard form services documents. It may also be incorporated into any owner-architect agreement when the agreement is executed or used with AIA Document G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

### **Q3. Can AIA Document B214–2012 be used with the AIA's Sustainable Projects documents, such as AIA Document B101–2007 SP, Standard Form of Agreement Between Owner and Architect, for use on a Sustainable Project?**

No, AIA Document B214–2012, Scope of Architect's Services: LEED® Certification, should not be used with the AIA's Sustainable Projects documents. Those agreements already have provisions that will encompass services for LEED Certification as part of the architect's Sustainability Services when the owner's Sustainable Objective includes LEED certification.

## **AIA Documents for Sustainable Projects**

### **Q1. What are the AIA Sustainable Projects documents?**

The Sustainable Projects documents are based on underlying documents in the Conventional (A201) family of AIA Contract Documents, with modifications that address the risks, responsibilities and opportunities unique to projects involving substantial elements of sustainable design and construction (sustainable projects). The Sustainable Projects documents have been developed for use on a wide variety of sustainable projects, including those in which the Sustainable Objective includes obtaining a Sustainability Certification, such as LEED® (Leadership in Energy and Environmental Design), or those in which the Sustainable Objective is based on incorporation of performance based sustainable design or construction elements. In addition, as new "green" codes are developed, the process outlined in the Sustainable Projects documents will help Project participants navigate the requirements of code compliance.

### **Q2. How are the Sustainable Projects documents different from the underlying AIA Documents on which they are based?**

The Sustainable Projects documents are a coordinated set of documents that provide a process specifically geared toward development and implementation of sustainable design and construction measures. For example, AIA Document B101–2007 SP, Standard Form of Agreement Between Owner and Architect, for use on a Sustainable Project, includes a new scope of "Sustainability Services" that outlines a process for developing a roadmap toward achieving the owner's sustainable design and construction goals through the development of a Sustainability Plan. The Sustainable Projects documents also contain modifications that address the risks, responsibilities and opportunities unique to sustainable projects.

### **Q3. Are the Sustainable Projects documents appropriate for use on projects pursuing a sustainable building rating system, such as LEED® Certification?**

Yes, the Sustainable Projects documents have been developed for use on all types of sustainable projects, including those pursuing a sustainability certification such as LEED® Certification.

**Q4. How does the design and construction process differ in the Sustainable Projects documents from that in the underlying versions of AIA documents?**

The Sustainable Projects documents provide a process to develop and implement a program for sustainable design and construction projects. AIA Document A201–2007 SP introduces a number of new definitions and terms that are unique to the Sustainable Projects documents. In addition, AIA Document B101–2007 SP sets forth a newly defined scope of “Architect’s Services for Sustainable Projects,” that requires the Architect to meet with the Owner to discuss the sustainable design features of the Project during a sustainability workshop. The ultimate outcome of the sustainability workshop is the development of a Sustainability Plan that identifies the Owner’s Sustainable Objective for the Project, outlines Sustainable Measures necessary to achieve the Sustainable Objective, and allocates responsibility for each of the Sustainable Measures to the Project team member in the best position to perform the Sustainable Measure. In addition, the Sustainability Plan includes information such as testing and implementation strategies necessary to achieve the Sustainable Objective. The requirements of the Sustainability Plan, with the Owner’s approval, will be further developed as the design for the project progresses and will, as appropriate, ultimately be incorporated into the drawings and specifications. The Sustainability Plan itself is also incorporated as a Contract Document.

**Q5. Are there documents available that show the differences between the Sustainable Projects documents and the underlying AIA Contract Documents?**

Yes, a comparative document is available for each of the Sustainable Projects documents that show the differences between the Sustainable Projects document and the underlying AIA Contract document. The comparatives may be found at [www.aia.org/contractdocs/reference](http://www.aia.org/contractdocs/reference). In addition, the instructions for each document include a brief explanation of each change or addition to the text of the underlying standard document on which the SP version is based.

**Q6. What if I am working on a sustainable project that is not using the Sustainable Projects documents’ A201 family design-bid-build delivery method?**

For sustainable projects that do not use the AIA Sustainable Projects documents, please consult [AIA Document D503™–2011](#), Guide for Sustainable Projects, including Agreement Amendments and Supplementary Conditions.

# **ATTACHMENT D**

## **COMMISSIONING SERVICES FEE WORKSHEET**

Attachment D

Fee Worksheet - East Side Storage & Maintenance Facility Commissioning



Proposal By:  
Date

rev 3/17/2016

Team	Firm	Hours						
		Program/CD	SD	DD	CD	Bid	CA	Close
Commissioning Agent								
Sub-consultant 1:								
Sub-consultant 2:								
Sub-consultant 3:								
Additional Consultant								
	Totals	0	0	0	0	0	0	0
MBE \$/%								
WBE \$/%								
	Fee \$ by phase							
OPR Development								
Schematic Design Phase								
Design Development Phase								
Construction Documents Phase								
Bidding Phase								
Construction Administration								
Project Closeout								
Additional Consultants								
Total Leed Related Fees								
Total Professional Design Fees								
Estimated Reimbursables & Misc								
<b>TOTAL =</b>								

How is fee developed?

How would the fee be adjusted if the scope changes?