

# REQUEST FOR PROPOSAL (RFP)

## DESIGN/BUILD SERVICES



### Village of Logan Recreation Complex

July 2023

Village of Logan, New  
Mexico

**Prepared by:**

**Village of Logan**

**Owner:** Rodney Paris, Village Administrator  
Village of Logan

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## 1.0 GENERAL INFORMATION

### 1.1. INTRODUCTION AND PROJECT DESCRIPTION

This Request for Proposal (“RFP”) is issued to provide the selection process for Design/Build services for the New Recreation Complex. Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience to the project and offer their methodology for meeting the criteria noted in this RFP. The shortlisted finalists will then be requested to participate in an interview. At that stage of the selection process, respondents will be asked to include a fee proposal for the design and preconstruction services work as outlined in this RFP.

#### **Background**

Village of Logan has received an Outdoor recreation Grant from the New Mexico Department of Finance Authority. The Village of Logan has completed the planning process for the New Complex and the concept design is included for reference. The Village of Logan is seeking qualified Design/Build Teams (DESIGN BUILDER) to complete the following elements for the project:

- Environmental Clearance
- Complete Topographic and Property Survey of the Project Site
- Existing Utility Research and Survey
- Completion of the design Construction Documents (30%, 75% and Final Construction Document Submittals)
- Provide Preconstruction Services by contractor to include estimating and value engineering to develop Guaranteed Maximum Price for the approved scope of work for construction.
- Provide Construction Phase Services to complete the construction of the negotiated scope developed during Preconstruction Phase Services and related to the Guaranteed Maximum Price (GMP)
- Provide Construction Phase Services to conduct preconstruction meeting, weekly construction meeting, substantial completion walkthrough and final completion walkthrough.
- Provide Construction Phases services to provide quality control testing per specifications.
- Provide Post Construction Warranty Phase services for 1 year after Final Completion of the project.
- The DESIGN BUILDER will be required to Team with the Village of Logan and owner’s representation team for the successful completion of the project.

#### **Master Plan Project Elements**

The following list are desired project elements developed during the planning process and illustrated on attached Master Plan Concept. It is understood that the final scope of work and project elements will be designed and estimated to the owners budget for the project and may include all or some of the elements listed depending on the owners budget:

- New Softball Field
- New Pavilion Building
- New Playground
- New Multisport Field
- New Multisport Courts

- Archery Range
- Pump Track
- Parking Lot and overflow parking
- Roadway and Utility Extension to the Site
- Food Truck Hookup
- Site Amenities and Furnishings

### **1.3. BUDGET**

The current approximate overall project budget is approximately \$4.9.M . The design/build construction value is To Be Determined.

### **1.4 GENERAL DESIGN BUILD SCOPE OF SERVICES**

The exact scope of services required by the Owner will be set forth in the agreement between the Owner and the selected DESIGN BUILDER. The scope of work will consist of assisting Owner's staff and consultants in completing the pre-construction phase of the project, in preparation for final approval by the necessary Village Council. In conjunction with this approval, the DESIGN BUILDER will have also prepared a final Guaranteed Maximum Price (GMP), anticipated at 100% Design Documents. Upon approval by the Village Council, the contractor will enter into a pre-negotiated contract to perform the construction management / general contracting services and design construction administration necessary to satisfactorily complete the project in compliance with the contract documents.

The DESIGN BUILDER's services during the Pre-Construction Services phase shall include, but may not be limited to, confirming the program, design and cost estimating of building and site, value engineering, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (GMP) Proposal for the Owner's optional acceptance, reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Owner and shall include estimated quantities and values justified by the DESIGN BUILDER. All clarifications, exclusions, exceptions must be identified within pricing packages and the GMP Proposal.

The DESIGN BUILDER's services during the Construction Services phase shall include, but may not be limited to, construction management, design construction administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules and providing the general conditions work for the Project.

Generally, all trade contracts shall be competitively bid and assigned to the DESIGN BUILDER's contract; however, when circumstances warrant it, the DESIGN BUILDER will be allowed to self-perform work that it traditionally performs with its own forces.

The DESIGN BUILDER shall implement and maintain a project controls system with full access to the project information by all project stakeholders. The DESIGN BUILD shall allow for "open book" policy and facilitate review of all Project contracts, records, accounting and other documentation and information, in any form, to the Owner or persons designated by the Owner for auditing purposes.

The DESIGN BUILDER maintains all project records including, but not limited to, managing Issues, RFI's, ASI's, Submittals and Shop Drawings, Site Photos, Field Reports, Meetings, etc.

#### **A. PRE-CONSTRUCTION SERVICES FIXED FEE**

The DESIGN BUILDER shall participate in the continuing of the design process as an integral member of the Project Team and shall perform Pre-Construction Services that, in general, shall include but not be limited to the following:

- 1) Schedule, attend and manage all necessary design work sessions with the Owner and Design Team to gather and distribute information on the Project as required.
- 2) In conjunction with the Owner and Design Team, immediately identify the Project requirements and prepare a comprehensive Construction Budget. DESIGN BUILDER to identify all project related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), construction within right-of-way, permitting and other such costs that may be of consequence to Owner.
- 3) Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the Owner and the Design Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Owner and the Design Team regularly to identify deviations and changes.
- 4) Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the Owner. Conduct formal value engineering work sessions with the Owner and the Design Team, and recommend design detail, system and assembly alternatives.
- 5) Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise the Owner and the Design Team if it appears that the construction budget will not be met and make recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone: Schematic Design Package (30%), Design Development (75%) Permit Drawings (100%CDs). In addition to providing periodic estimates, it is expected that DESIGN BUILDER will work cooperatively with Owner and the Design Team to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by the Owner and the Design Team.
- 6) Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
- 7) Review the proposed design concepts, layouts, dimensions, clearances and advise the Owner and the Design Team of possible conflicts of the building and site. DESIGN BUILDER to confirm accuracy of Civil Engineer's earthmoving, import and export quantity assumptions prior to providing GMP.
- 8) Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project.
- 9) Recommend and prequalify subcontractors and contact suppliers to develop a bidder's list for review and approval by the Owner and the Design Team. It is the Owner's policy that only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. Minimum of three (3) bids per

subcontract or subtrade, unless otherwise agreed to by Owner.

- 10) Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by the Owner and the Design Team.
- 11) Prepare and submit a final Guaranteed Maximum Price (GMP) Proposal for the Owner's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Owner and shall include estimated quantities and values justified by the DESIGN BUILDER. All clarifications, exclusions, exceptions must be identified within your proposal.
- 12) Identify and submit proposals for long lead items for direct purchase by the Owner.
- 13) Include costs for and coordinate with the Building Department and other authorities having jurisdiction over the Project in order to obtain the building permit(s) on a timely basis for the construction activities.

**B. CONSTRUCTION SERVICES FEE**

The DESIGN BUILDER shall construct the work according to the construction documents and specifications within the scheduled time frame agreed to with the Owner.

1. The DESIGN BUILDER will work with the Owner's Representative Online Project Management software to track project related information including but not limited to RFI's, ASI's, Submittals, Punch List, Warranty Items, O&M Manuals
2. The DESIGN BUILDER will be required to provide warranty and closeout assistance. Warranty on items will be for a minimum of 1 year.

Fees are not due with this submission. Preconstruction Phase Services for Design Build Team fees will be negotiated with the awarded team. Construction service GMP will be developed and negotiated during the end of the Preconstruction Phase Services.

**C. COST SAVINGS**

To the extent the actual cost of the work may be reduced through the course of the design refinement, Procurement and Construction, the reduction in cost shall revert entirely to the benefit of the Owner. There shall be no "shared savings" compensation to the DESIGN BUILDER.

**D. CONSTRUCTION CHANGE ORDER MARK-UP**

For Owner approved changes to the scope of work, the DESIGN BUILD shall propose a Percentage Fee for additive and deductive change orders to the Guaranteed Maximum Price (GMP) Contract amount. Deductive change orders will be credited only for the cost of the work.

**E. SCHEDULE**

The final Project Schedule is not certain at this time; however, it is the Owner's intent to provide Notice to Proceed for Pre-construction Services by November, 2023. Notice to Proceed for Construction Services is anticipated by March, 2024. Construction completion is desired by end of March, 2025.

**F. BIDDING & CONSTRUCTION CONTINGENCY**

The DESIGN BUILDER’S contingency shall be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Cost of the Work but are not the basis for a change order. The DESIGN BUILDER’S contingency shall be used with the Owner’s and the Design Team’s concurrence ONLY, which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the DESIGN BUILDER within ten (10) calendar days of the event that caused such Cost of Work to be incurred, or as soon as the need is apparent, whichever is earlier. The DESIGN BUILDER’s contingency shall not be used for repairing or replacement of the Work due to the DESIGN BUILDER’s negligence or error. The contingency may be refunded via change order to the owner in stages as agreed upon by the team and the balance of the DESIGN BUILDER’S contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of the Owner, upon final invoicing. The DESIGN BUILDER shall also provide the Owner and the Design Team documented status of the contingency amount on a monthly basis with each payment application. The OWNER will carry a separate contingency for changes to the work.

**1.5 CONTACTS**

Copies of this RFP are available from the Owner

**Owner Village of Logan, Rodney Paris, Village Administrator**

**Phone: 575-487-2239**

**Email: rodney.paris@villageoflogan.com**

***Notice: Direct contact with the Owner, the Village Council, or other related parties, may cause this candidate’s removal from the RFP process.***

**1.6 SCHEDULE OF EVENTS**

The anticipated schedule below outlines milestones for the project:

DATE	TIME	EVENT
July 31, 2023		DESIGN BUILD RFP Issued
August 14, 2023	11:00 AM	Non-mandatory site visit
August 16, 2023	5 PM	Design Builder to confirm if they will submit (not a requirement to submit but requested by the Owner’s Rep)
August 23, 2023	NOON	Deadline for receipt of questions and inquiries
August 29, 2023		Final responses to questions, addendum one
<b>August 31, 2023</b>	<b>3pm</b>	<b>Deadline for submission of proposals from DESIGN BUILD candidates</b>
August 31, 2023	3:30 pm	RFP Opening
Sept 6, 2023		Notification of short-listed candidates
Sept 15, 2023	TBD	Interviews of short-listed firms

Sept .22, 2023		Preferred DESIGN BUILDER announced (anticipated)
Oct 16, 2023		Board Approval of Design Builder Selection
Oct. 27, 2023		Finalize contract negotiations (Anticipated)
November 1, 2023		Commence DESIGN BUILDER services kick off (Anticipated)
March 2024		Desired Construction Notice to Proceed
March 2025		Desired Construction Completion

**1.7 PROPOSAL INSTRUCTIONS**

The Owner is looking to base their decision on qualifications of the proposing firms and is requesting that items related to Fee not be submitted for this phase of the selection process.

- A. Pages in the proposal shall be typed with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, table of contents, similar project profile sheets, and other supplemental proposal forms required or requested) to be limited to fifteen 15 pages numbered in sequential order.
- B. **Submit a single electronic PDF file of your proposal by the submittal date/time aforementioned;** email to the Owner’s Representative contact listed in Section 1.5 above. It is advised to request a read receipt when submitting. If email is not possible submit one thumb drive by the Proposing Firm containing the completed RFP response to the Owner’s



Representative by the date noted in Section 1.6. Oral, telephonic, or faxed proposals are invalid and will be considered as non-responsive.

- C. No Proposing Firm may submit more than one proposal. Multiple submissions under different names will not be accepted from one firm, Joint Venture, or association.
- D. Each respondent must comply with the submission requirements as outlined. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the Owner. At any stage, the Owner reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, as the best interests of the Owner may require.

## 1.8 PROPOSAL REQUIREMENTS

**Proposals must include, but are not limited to, the following items:**

Brief cover letter expressing interest.

### **Part 1 – Organization Information**

- A. If your firm has multiple offices, please provide this information for all offices. Indicate which office is going to perform the bulk of the services for this project.
- B. Statement of available bonding capacity for this project.

### **Part 2 – Project Experience**

- A. Present at least three DESIGN BUILD projects by design firm or contractor completed in the last five years similar in size and complexity. Include:
  - 1) Project location
  - 2) Project size of the project
  - 3) Project completed construction value.
  - 4) Project construction start and completion date.
  - 5) Method of construction
  - 6) Other relevant project information
  - 7) General Contractor Staff directly involved with the project. Identify teams Preconstruction Manager, Project Manager, Estimator and Superintendent at a minimum
  - 8) Owner/Owner contact with telephone number
  - 9) Owner's Representative contact with telephone number

### **Part 3 – Project Team & Staff**

- A. Resumes for:
  - 1) Architect
  - 2) Engineers
  - 3) Estimator
  - 4) Project Manager
  - 5) Project Superintendent
- B. Owner and other references (including telephone numbers and email), clearly identify which project and who the reference is in relation too. Please include relevant projects team members have worked on together.
- C. Describe current workload of proposed staff and overlapping project responsibilities.

- D. Provide an organization chart graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Pre-Construction and Construction phases.

#### **Part 4 – Organization & Management of the Project**

- A. What makes your teams Design Build service unique and successful?
- B. What makes your firms design and pre-construction services unique? What tools do you use to enhance the process? Describe your approach.
- C. Describe how your cost estimating process is organized, and provide specific examples of your cost estimating documents where you feel such information will provide clarity. Provide historical cost comparisons between schematic design cost estimates and the final GMP on projects of similar size and/or scope to that of the project.
- D. Describe your approach to safety on the project site, specifically as it relates to work taking place adjacent to a functioning Owner facility. Cite specific examples where your team has dealt with this, and how the safety plan was communicated and managed.
- E. Describe how your team (preferably the Design Build team) recently worked together to resolve a complicated unexpected construction situation on a recent project.
- F. Describe a recent project that was completed as Design Build. What lessons did you learn and what would you do differently on this project.
- G. Have your superintendent describe what he/she is most proud of on his/her most recent project.
- H. What bothers your superintendent most on projects and how does he/she resolve it?

A.

- ❖ Insurance certificates naming the Owner as additional insured will be required prior to work commencing, but not required as part of this submittal.

#### **1.9 QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFP**

Questions and inquiries regarding the RFP should be directed to the Owner listed above by the date aforementioned. The Owner will issue a response to all questions by email. Questions should not be submitted to the the Board or other parties, doing so will cause this candidate's removal from the RFP process.

#### **1.10 PROPOSING FIRMS TO FULLY INFORM THEMSELVES**

Proposers are required to fully inform themselves of all project conditions which may impact their proposal and the Owner's requirements prior to submitting a proposal. Proposers should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal. Firms proposing are responsible for examining and determining for themselves the location and nature of the proposed work, the amount and character of the labor and materials required, and the difficulties which may be encountered. If requested in advance the Owner will provide the Firm proposing access to the site to conduct such examinations as each Proposing Firm deems necessary for submission of a proposal.

The Proposing Firm is to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

The Owner will not consider any claims arising from failure to take such actions.

### **1.11 EVALUATION & SELECTION CRITERIA**

The Owner reserves the right to reject any or all responses to this RFP. Final selection of the short-listed DESIGN BUILD candidates will be on the basis of their apparent ability to best meet the overall expectations of the Owner, as determined solely by the Owner.

The Village reserves the absolute right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the firm responding. The purpose of such investigation is to determine that the DESIGN BUILD has the ability, experience, resources and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.

The following items will be reviewed to provide a basis for selection, (not in order of priority):

A. Qualifications Proposal Phase of Selection (total points available = 100):

- 1) Qualifications and experience of the teams, as indicated by prior successful completion of similar projects. 30 points
- 2) Qualifications and experience of the key individuals, who will be assigned to this project, as indicated by prior involvement in similar projects. 30 points
- 3) Proposed approach to completion of the scope of work and understanding of the project and project issues. 20 points
- 4) References 15 points
- 5) Demonstrated ability to provide acceptable surety by bond or letter of credit. 5 points

B. Interview Proposal Phase of Selection:

- 1) Those respondents deemed best qualified will be invited to participate in an interview with the Selection Committee. An interview invitation will be sent out to approx. three (3) Candidates with the highest RFP submittal scores (from the above Qualifications Proposal Phase) on the date noted in the schedule of events. The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the RFP responses, and to introduce key members of the DESIGN BUILD Team.

- ❖ Note – Although the project cost will be a major component of the selection process, other factors will also be considered. Contract may not be awarded to the firm providing the lowest proposed fee.

### **1.12 SELECTION PROCESS**

- A. The Owner will review all responses to this RFP that meet requirements and are received prior to the designated closing date and time.
- B. Upon review of the qualified firms, the Owner will select the proposal which best reflects the Owner's needs and requirements.
- C. The top firm's proposal, based on qualifications, will be reviewed and, if necessary, negotiations

will commence.

D. If a satisfactory agreement with to the awarded proposer cannot be reached, at a price that is determined to be fair and reasonable, negotiations with that firm shall be formally terminated. Negotiations with the second ranked proposer may then be initiated. Failing accord with the second ranked proposer, the Owner shall formally terminate negotiations and may then undertake negotiations with the third ranked proposer or re-issue the RFP at their discretion.

E. The Owner will have sole determination of which proposal is in the Owner's best interest.

#### **1.13 RIGHT OF REJECTION**

The Owner reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Proposing Firms, if such action is in the best interest of the Owner. The Owner has the right, in its sole and absolute discretion, to select the proposal or proposals that the Owner determines best meets its needs.

#### **1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL**

- A. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals due date/time provided that they are then fully in conformance with the RFP.
- B. If, within twenty-four hours after proposals are opened, any company that provides written notice to the Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its proposal, that company may withdraw its proposal. Thereafter, that company will be disqualified from further bidding on the Work.

#### **1.15 PROPOSALS TO REMAIN OPEN SUBJECT TO ACCEPTANCE**

All proposals shall remain open for forty five (45) days after the day of the proposal opening, but the Owner may, in its sole discretion release any proposal prior to that date.

#### **1.16 COST OF PROPOSALS**

Expenses incurred in the preparation of proposals in response to this RFP are the Proposing Firm's sole responsibility. The Owner assumes no responsibility for payment of any expenses incurred by any Proposing Firm as part of the RFP process.

2.0

2.1 PROPOSAL FORM FOR DESIGN BUILD

(Please use additional sheets as necessary.)

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON NAME: \_\_\_\_\_

CONTACT PERSON PHONE: \_\_\_\_\_

CONTACT PERSON EMAIL: \_\_\_\_\_

1. I Acknowledge that the "Sample Agreement" attached to this RFP has been reviewed and is agreed to as shown. \_\_\_\_\_(YES/NO). Do you request amendments to the "Agreement" \_\_\_\_\_(YES/NO) Please list them if yes.
2. Acknowledgment that the submitting agent meets or exceeds insurance requirements as outlined in the RFP. \_\_\_\_\_(YES/NO)
3. The undersigned Proposer declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Request for Proposal and associated documents, all of which have been examined by the undersigned. \_(YES/NO)
4. The submission of the proposal constitutes an agreement, and shall not be withdrawn after the proposal opening for a period of forty-five days.
5. Acknowledgment that the submitting agent carries (or will carry) a license in Weld County, Colorado \_\_\_\_\_(YES/NO)
6. The Proposer hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_
7. List of construction items that will be self-performed.

A		I	
B		J	
C		K	
D		L	
E		M	
F		N	
G		O	
H		P	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\* End of Proposal Form \*\*\*

**3.0 ATTACHMENTS**

**3.1 EXHIBIT A: Concept Master Plan**

