

REQUEST FOR QUALIFICATIONS

For

Professional Design Services

New County Courthouse

For

The County of Franklin, Illinois

901 PUBLIC SQUARE

Benton, Illinois

June 22, 2019

TABLE OF CONTENTS

- I. INVITATION FOR QUALIFICATIONS
- II. PROJECT DESCRIPTION
- III. SCOPE OF SERVICES
- IV. CONTRACT FORMAT
- V. SELECTION PROCESS
- VI. STATEMENT OF QUALIFICATIONS
- VII. MISCELLANEOUS INFORMATION

I. INVITATION FOR QUALIFICATIONS

- A. The County of Franklin proposes to retain a qualified firm/team for the professional design of the new Franklin County Courthouse in accordance with 50 ICLS 510.
- B. To facilitate the selection of the consultant for this project, interested firms are invited to submit qualifications for consideration. Your submission should contain, at a minimum, the information requested in Section VI of this Request for Qualifications.
- C. Eight (8) copies of the qualifications must be submitted to, and received by the office listed below no later than 2:00 PM on July 9, 2019.

Gayla Sink Prather
Franklin County Board Office
Campbell Building
901 Public Square
Benton, IL 62812
618-439-3743

- D. The Franklin County Board Chairman will select a team to assist the Franklin County Engineer with evaluating the qualifications. A recommended selection will be forwarded to the Franklin County Board for their consideration and approval. Negotiation of the Consultant contract is expected to commence directly thereafter.
- E. Franklin County has retained the services of Navigate Building Solutions to serve as the County's Project Manager. Questions concerning this project may be directed to Todd Sweeney at 314-458-3738.
- F. **Interested firms and all representatives thereof are prohibited from contacting any elected officials until after a final selection has been made by the Franklin County Board.**

II. PROJECT DESCRIPTION

In April 2019, Franklin County voters passed a sales tax to fund a new County Courthouse located at the site of the existing County Courthouse at 100 Public Square, Benton, Illinois.

The project shall include the demolition of the old courthouse and design of the new Franklin County Courthouse. The new courthouse shall consist of three finished floors and potentially a basement. The Project will be approximately 40,000 to 50,000 SF and have a construction cost not to exceed \$13,150,000 and furniture budget not to exceed \$700,000.

The new Courthouse will house at least the Circuit Clerk's Office, the Judicial System Offices, support staff for these offices, approximately four (4) courtrooms, jury box and secured holding. The new facility should also include a new County Board room and board office.

A parking strategy is being developed by the county and will include surrounding street parking and adjacent/nearby surface lots. No onsite, secure parking is anticipated immediately adjacent or under the new courthouse.

The Courthouse exterior image is anticipated to reflect the style and feel of the existing Courthouse.

III. SCOPE OF SERVICES

In 2018 the County secured the help of a local firm to complete a feasibility study and to generate a new courthouse rendering. It is anticipated that the selected consultant will perform an independent program evaluation.

As such, the County is seeking a firm and/or team to provide the following services required to complete this project:

- Architectural and Interior Design
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Fire Protection Engineering
- Structural Engineering
- Civil Engineering: In addition to providing all design services required on site for the County Courthouse, the design team will be asked to support the development of the parking strategy on surrounding streets and adjacent/nearby surface lots this strategy and to provide engineering as required to improve existing or purchased parking areas
- Low Voltage Design
 - Audio Visual Systems
 - Courtroom Systems
 - Telecom and Data Backbone (Coordination with County Vendors)
 - Security design including perimeter entry, interior access, monitoring, holding cells and sally port systems. The County is also considering a remote monitoring station to limit staffing impact.
- Limited Landscape and Irrigation Design (if required)
- Furniture inventory, planning, selection, estimating and procurement. The County does not currently utilize cooperative purchasing agreements. It is anticipated that a furniture package will be bid to local furniture suppliers. Built-in courtroom furniture will be included in the Building Bid Package.
- Signage Design: building, wayfinding, interior and courtroom docket signage

- Acoustical Design: Though it is not anticipated that a third-party acoustical consultant is required, the design team will be responsible for accessing exterior acoustical concerns including a neighboring automotive shop and street traffic.
- Engineering Estimates: Consultant to provide mechanical, electrical, plumbing, furniture, low voltage systems (see above) cost estimating. Project Manager shall provide architectural, civil and structural cost estimating.
- Public Agency Interface: All pre planning required for AHJ Approvals and permitting.
- Commissioning: New IBC Code minimum requirements

1. Not Required:

- Re Zoning
- LEED Certification (However the involvement of a LEED Accredited Professional on your team will be viewed positively)
- Environmental Abatement
- Traffic Studies

2. County will provide:

- Site Survey
- Geotechnical Services
- Telecom Services Contract

IV. CONTRACT FORMAT

The selected design firm shall provide a standard AIA contract format with the attached Owner-Architect contract provisions included (See Exhibit A). Any concerns with the provisions provided in Exhibit A must be noted, under a separate tab, in your RFQ response.

Shortlisted firms will be expected to prepare a final draft of their Owner-Architect contract, including proposed fees prior to the interview. However, only the top ranked firm will be asked to submit this information and within 24 hours of notification.

V. SELECTION PROCESS

- A. The Franklin County Board intends to award the contract to the most qualified Consultant which best demonstrates the commitment and application of experience, resources and methods to the unique project requirements.
- B. Your written response to this RFQ will be used to evaluate your firm's or team's qualifications, those of your proposed project team members and the suitability of your indicated approach or plan for the project. It is anticipated that a short list of firms (or teams) will be selected for follow-up interviews.

It is anticipated that interviews will be held on July 23, 2019.

C. The following evaluations criteria have been set for this project.

1. Relevant courthouse experience of the firm	10%
2. Relevant courthouse experience of key staff	30%
3. Relevant experience of subconsultants	15%
4. Teams previous history working together	10%
5. Project understanding	20%
6. Record of performance, reputation, references	10%
7. Proximity and Familiarity	05%

D. Selection Schedule

1. RFQ Issuance	6/22/19
2. Receipt of Responses	7/09/19
3. Shortlist Notification	7/12/19
4. Interviews	7/23/19
5. Board Approval	8/06/19

VI. STATEMENT OF QUALIFICATIONS

Responses to this RFQ should be in the same order as requested. Responses should be specific and precise with adequate detail to accurately define your qualifications for performing the services required. Limit your responses to the information requested by each section. Any additional information that you wish to submit should be included in a separate section marked "Supplemental Information". Please provide:

- A. Brief history and general overview of your company. Please include the name, address, email and phone number of your primary point of contact.
- B. Introduction of any and all subconsultants required for the completion of the Project. Clearly define your past history of working together.
- C. A list of related project experience designing court facilities by the lead firm. Please provide a similar list for each subconsultant. List the project, project description, client, client contact information, date completed, description of project/services completed and who from your proposed project team was involved.
- D. Organizational Chart of key personnel.
- E. A narrative describing who will be leading and supporting each major task identified.
- F. Resumes describing the experience and capabilities of key personnel involved. Please note that the County is an advocate for sustainable design and construction. Though it

is not the County's intent to achieve LEED Certification, the inclusion of some LEED Accredited Professionals on the project team will be viewed favorably.

- G. Provide a management plan that sufficiently defines your project understanding and how you would approach completing the services.
- H. Provide a schedule for the completion of services and by doing so confirm whether or not you believe in the following "tentative" milestones set by the County.
 - 1. Consultant Selection/Commission Award 8/6/19
 - 2. Design Completed (7 Months) 3/31/20
 - 3. Project Bidding April/May, 2020
 - 4. Construction Completed Summer 2021
- I. Provide information, references, reference letters and any other data that substantiates your record of performance.
- J. Provide information detailing your proximity and familiarity with the project, Franklin County and the State of Illinois.

VII. MISCELLANEOUS INFORMATION

- A. Nothing contained herein will create any contractual relationship between the Owner and the firm submitting qualifications. Statements contained in the response of the successful firm may become part of the agreement for services.
- B. Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential.
- C. Owner reserves the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
- D. The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Qualifications attesting that all the information provided is true.
- E. The Owner reserves the right to accept or reject any or all qualifications and to waive any irregularities.
- F. The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Qualifications or subsequent negotiations of a contract for professional services.
- G. As part of your cover letter, provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Qualifications. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.

H. The selected Firm shall agree to indemnify and defend and hold harmless the Owner, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Firm, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Firm's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

EXHIBIT A: Owner - Architect Contract Provisions

The following clarifications shall be made part of any Agreement made between the selected Architect and Owner.

1. To “Architect’s Responsibilities”, Add:
 - a. The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including, but not limited to, architect, structural engineer, civil engineer, mechanical engineer, electrical engineer and any others as necessary, to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits.
 - b. The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect’s project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect’s consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
 - c. The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the COW defined by the last estimate agreed upon by all parties prior to Project Bidding. The Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.
 - d. For each design deliverable the Architect shall provide an estimate for the Mechanical, Plumbing, Fire Protection, Electrical, Low Voltage Systems (Audio Visual, Security, Voice/Data), Furniture, water element, specialty park amenities and possible playground scopes of work. Furthermore, the Architect shall collaborate with and review Navigate Building Solutions estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.
2. To “Scope of Architect’s Basic Services”, Add:
 - a. Architect shall review and approve contractor submittals.
 - b. Architect shall review and respond to RFI’s:
3. For Competitive Bidding Phase Services, Add:

**Franklin County, Illinois
New County Courthouse
Exhibit A: Owner – Architect Contract Provisions**

- a. The Architect shall attend and assist with a pre-bid conference for prospective bidders, and attend and assist with the opening of bids, and subsequently documenting and distributing bidding results, as directed by the Owner.
4. Under 'Changes in the Work', Add:
- a. Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.
5. Under 'Basic Services', Design and Construction Phase Services Shall include the following as the responsibility of the Architect:
- a. Architectural and Interior Design
 - b. Mechanical Engineering
 - c. Plumbing Engineering
 - d. Electrical Engineering
 - e. Fire Protection Engineering
 - f. Structural Engineering
 - g. Civil Engineering: In addition to providing all design services required on-site for the County Courthouse, the design team will be asked to support the development of the parking strategy on surrounding streets and adjacent/nearby surface lots this strategy and to provide engineering as required to improve existing or purchased parking areas
 - h. Low Voltage Design
 - i. Audio Visual Systems
 - ii. Courtroom Systems
 - iii. Telecom and Data Backbone (Coordination with County Vendors)
 - iv. Security design including perimeter entry, interior access, monitoring, holding cells and sally port systems. The County is also considering a remote monitoring station to limit staffing impact.
 - i. Limited Landscape and Irrigation Design (if required)
 - j. Furniture inventory, planning, selection, estimating and procurement. The County does not currently utilize cooperative purchasing agreements. It is anticipated that a furniture package will be bid to local furniture suppliers. Built-in courtroom furniture will be included in the Building Bid Package.
 - k. Signage Design: building, wayfinding, interior and courtroom docket signage.
 - l. Acoustical Design: Though it is not anticipated that a third-party acoustical consultant is required, the design team will be responsible for addressing exterior acoustical concerns including a neighboring automotive shop and street traffic.
 - m. Public Agency Interface: All pre planning required for AHJ Approvals and permitting.
 - n. MEPFP, Furniture, AV, Specialty Systems Estimating
 - o. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre plan for permitting.

**Franklin County, Illinois
New County Courthouse
Exhibit A: Owner – Architect Contract Provisions**

- p. Presentations to the Board: One Presentation per Design Phase
- q. Typical Construction Phase administration and Code required commissioning.
- r. Under 'Architect's Additional Services', the following limits shall be reached before Additional Services can be requested:
 - a. Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - b. Bi-weekly visits to the site by the Architect during construction
 - c. Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - d. Two (2) inspections for any portion of the Work to determine Final Completion
- s. Under 'Cost of the Work', revise the following statement as such:
 - a. The Cost of the Work does not include the compensation of the Architect or NAVIGATE Building Solutions; the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.
- t. Under 'Copyrights and Licenses', replace all other language with the following:
 - a. All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "Instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of Service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of Service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of Service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.
- u. The Owner shall not pay any unearned fee if the Owner terminates this Agreement.
- v. This Agreement shall terminate one year from Final Completion (Not Substantial Completion).
- w. Under Reimbursable Expenses, Add:
 - a. Architect shall provide Owner with two full size and one-half size sets of documents at each design milestone.
 - b. Architect shall provide to Navigate Building Solutions one half size set of documents at each design milestone.

**Franklin County, Illinois
New County Courthouse
Exhibit A: Owner – Architect Contract Provisions**

- c. Anticipated Design Milestones are: Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.

- x. Under Reimbursable Expenses, Add:
 - a. For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Total Reimbursable Expenses shall not exceed \$10,000.

- y. INDEMNIFICATION
 - a. To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, shall defend, indemnify and hold harmless Franklin County, its agents, representatives, officers, directors, officials, employees and Navigate Building Solutions from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect's and Subcontractor's employees.

 - b. Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

- z. INSURANCE
 - a. General Liability: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate
 - b. The amounts of the general liability insurance to be secured by Architect shall at all times be in accordance with the minimum requirements of the State of Illinois or exceed said amounts, and as amended in the future, and it shall be Architect's responsibility to ensure compliance with said statute.
 - c. Automobile Liability: \$1,000,000
 - d. Workers' Compensation: \$1,000,000
 - e. Professional Liability: \$2,000,000
 - f. Certificate - Evidence of Insurance: Prior to commencing any work or services under this Contract, Architect shall furnish Franklin County with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Architect's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, Franklin County shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such

**Franklin County, Illinois
New County Courthouse
Exhibit A: Owner – Architect Contract Provisions**

acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Architect's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. Franklin County, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a. Commercial General Liability
 - b. Auto Liability
 - c. Excess Liability - Follow Form to underlying insurance.
2. Architect's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against Franklin County, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Architect under this Contract.
4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

Franklin County, IL - New County Courthouse Owner Cashflow Projections

		% Complete	Renovate Bldg. Treasure and Clerk	Demo / Abatement	Construction Contractor	Navigate	Design Consultants	Furniture, Fixtures, & Equipment	AV/IT Phones	Owner Contingency	
	Budget		\$900,000	\$250,000	\$ 13,150,000	\$ 450,000	\$ 1,050,000	\$ 700,000	\$ 200,000	\$ 1,300,000	\$
	To Date				\$ -			\$ -	\$ -	\$ -	\$
2019	Jun		\$80,000			\$ 7,000					\$
	July		\$80,000			\$ 7,000					\$
	Aug		\$100,000			\$ 19,606	\$ 21,000				\$
	Sept		\$140,000			\$ 19,606	\$ 50,000				\$
	Oct		\$140,000			\$ 19,606	\$ 70,000				\$
	Nov		\$180,000			\$ 19,606	\$ 100,000				\$
	Dec		\$180,000			\$ 19,606	\$ 100,000				\$
2020	Jan			\$50,000		\$ 19,606	\$ 130,000				\$
	Feb			\$100,000		\$ 19,606	\$ 130,000				\$
	Mar			\$100,000		\$ 19,606	\$ 130,000				\$
	Apr					\$ 19,606	\$ 100,000				\$
	May					\$ 19,606	\$ 100,000				\$
	Jun	1.0%			\$ 131,500	\$ 16,503	\$ 8,500			\$ 13,000	\$
	July	3.5%			\$ 460,250	\$ 16,503	\$ 8,500			\$ 45,500	\$
	Aug	4.0%			\$ 526,000	\$ 16,503	\$ 8,500			\$ 52,000	\$
	Sept	5.0%			\$ 657,500	\$ 16,503	\$ 8,500			\$ 65,000	\$
	Oct	7.0%			\$ 920,500	\$ 16,503	\$ 8,500			\$ 91,000	\$
	Nov	8.0%			\$ 1,052,000	\$ 16,503	\$ 8,500			\$ 104,000	\$
	Dec	12.0%			\$ 1,578,000	\$ 16,503	\$ 8,500			\$ 156,000	\$
2021	Jan	12.0%			\$ 1,578,000	\$ 16,503	\$ 8,500			\$ 156,000	\$
	Feb	10.0%			\$ 1,315,000	\$ 16,503	\$ 8,500			\$ 130,000	\$
	Mar	9.0%			\$ 1,183,500	\$ 16,503	\$ 8,500	\$ 50,000	\$ 50,000	\$ 117,000	\$
	Apr	8.0%			\$ 1,052,000	\$ 16,503	\$ 8,500			\$ 104,000	\$
	May	8.0%			\$ 1,052,000	\$ 16,503	\$ 8,500			\$ 104,000	\$
	Jun	7.0%			\$ 920,500	\$ 16,503	\$ 8,500	\$ 216,667	\$ 50,000	\$ 91,000	\$
	July	5.5%			\$ 723,250	\$ 16,503	\$ 8,500	\$ 216,667	\$ 50,000	\$ 71,500	\$
	Aug				\$ 8,899			\$ 216,666	\$ 50,000	\$ -	\$
		100.0%	\$ 900,000	\$ 250,000	\$ 13,150,000	\$ 450,000	\$ 1,050,000	\$ 700,000	\$ 200,000	\$ 1,300,000	\$

	Consultant Selection
	Design
	Bidding
	Construction