

# **B**BLACK ROCK CENTER FOR THE ARTS

Request for Proposal (RFP) - Design and Build Services  
Sealed proposals shall be submitted no later than  
Friday, August 11, 2023, at 5:00PM

**Proposals should be addressed to:**

BlackRock Center for the Arts  
C/O Michael Sickles  
12901 Town Commons Drive  
Germantown, MD 20874

**Submit proposals via email to:**

[Msickles@blackrockcenter.org](mailto:Msickles@blackrockcenter.org)

**Subject Line:**

[Firm Name] Proposal – BRCA Outdoor Stage & Great Lawn Project

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# Part 1: Project Introduction and Requirements

## 1.0 Project Overview and Background

BlackRock Center for the Arts (BRCA) anticipates awarding a design-build agreement (“Design-Builder”) whose proposal is most advantageous to the award criteria described in PART 3 of this Request for Proposal (RFP). The Project includes a full design, project management, and construction services for an approximately 2,100 square foot outdoor stage and 25,000 square foot great lawn that will improve the aesthetic, capacity, and safety aspects of BRCA’s outdoor spaces to expand to current offering of high quality programming. The Design-Builder may provide a complete renovation of the existing outdoor stage and great lawn or propose a partial renovation so long as it meets the goals of the Project.



The scope of the project includes:

- Revitalize the Outdoor Stage & Great Lawn spaces to provide high quality outdoor programming such as BlackRock’s Artisans Markets, special events, summer concert series, festivals, movie nights, and more.
- Distinguish BlackRock as a cultural arts organization, separate from the design and feel of the surrounding facades.
- Create a space that invites the community to meet, create, play, and relax.
- Enhance the aesthetic, functional, and safety aspects of the Outdoor Stage to provide high-quality outdoor events to include:

- Subcontracting with a trusted theatrical systems provider to design, source, and install high quality, weatherproof audio & visual systems.
- The design should incorporate two technical booths (one side-stage position and one in the front of house position).

### **1.1 Project Budget and Funding Limitations**

BRCA is a recipient of two capital grants from the State of Maryland (“State”) totaling \$1,200,000 for this project (“Project Budget”). The Project Budget must include the full service of design, construction, permitting, inspections, equipment, furniture and seating, and landscaping and hardscape.

Funds may not be used for lobbying or religious purposes and must be used directly for the project. The State may audit, require, and/or request information at any time from the Design-Builder.

### **1.2 Compensation**

The Design-Builder Agreement will not exceed \$1,200,000. The Design-Builder will directly invoice the State on a reimbursement basis.

Reimbursable costs and without mark-up are:

- A. Payments made by the Design-Builder to subcontractors and suppliers in accordance with the subcontracts and supply agreements;
- B. All amounts due to the Design-Builder to perform any portion of the work as self-performed with proper authorization;
- C. Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by BRCA;
- D. Fees for obtaining all required approvals or permits associated with the abatement, demolition, utility abandonment, and utility relocation, and all trade permit fees and the building permit fee;
- E. Cost of the Design-Builder’s Architect/Engineer’s contract reimbursed at cost and without markup; provided, however, that such costs shall not exceed the Design Fee set forth in the Offeror’s Proposal. Any amounts in excess of the Design Fee shall not be reimbursable as a Cost of Work;
- F. All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections that BRCA may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement’s requirements, in which case the Design-Builder shall pay the costs, without reimbursement;
- G. All bonds to jurisdictional agencies (utilities, stormwater management, land disturbance, and grading) and
- H. General liability insurance with BRCA and the State as additionally insured.

### **1.3 Project Sustainability Requirements**

BRCA encourages the use of green building technologies.

### **1.4 Minority Businesses**

BRCA strongly encourages the use of subcontracting with Minority Businesses. The State’s goal is to achieve at least 29% certified MBE participation.

### **1.5 Resident Business**

The State encourages the use of Maryland residents and businesses.

### **1.6 Prevailing Wage Requirements**

The Design-Builder must obtain the prevailing wage rate for the project from the State Commissioner of Labor and Industry.

### **1.7 Good Standing with the State of Maryland**

The Design-Builder must be registered to conduct business in the State of Maryland and be in good standing with the State. The Design-Builder must not be debarred from the State and must certify that they are not debarred or suspended.

### **1.8 Scope of Services**

#### **1.8.1 Project Delivery Method and Schedule**

BCRA intends to implement the Project through a design-build approach. The scope of work for the Project ("Scope of Work") will be divided into two phases: (i) the design and preconstruction phase; and (ii) the construction phase. Additional information about the scope of work of the project can be found below under Part 2.

#### **1.8.2 Design and Preconstruction Phase**

During the Design and Preconstruction Phase, the Design-Builder, in consultation with BCRA, will be required to:

- A. Develop and advance the design in accordance with the BCRA programming requirements to permit drawings/specifications and submit for permit(s);
- B. In coordination with BCRA develop a Project phasing plan;
- C. Progress the permit drawings/specifications for the Project to construction documents ("Construction Documents");
- D. Be responsible for and participate in any ongoing community awareness or presentation to county or state officials; and
- E. Develop an early budget for the Project. In developing the budget, the Design-Builder will be required to obtain quotes from trade subcontractors based on the approved design documents and ensure the design and build project will not exceed the funding limitations described in Section 1.1.

#### **1.8.3 Construction Phase**

During the Construction Phase, the Design-Builder, in consultation with BCRA, will be required to provide construction and construction administration services to construct the outdoor stage and great lawn and other items, as necessary for BRCA to occupy and operate the facility while construction occurs.

### **1.9 BRCA Point of Contact**

BRCA sole Point of Contact ("POC") for matters related to this RFP is the only individual authorized to discuss the RFP. All communications with BRCA shall be in writing to:

Name: Michael Sickles  
Title: Director of Facilities and Operations  
Mailing Address: 12901 Town Commons Drive, Germantown, MD 20874

Email: msickles@blackrockcenter.org

**1.10 Design-Builder Point of Contact**

Design-Builders responding to this RFP shall provide the name, address, phone number, and email address of their designated POC as part of this proposal cover page. Design-Builder shall notify BRCA POC of change(s) to the Design-Builder POC as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Design-Builder failing to receive post-bid communications from BRCA, for which BRCA shall not be responsible.

**1.11 RFP Schedule**

BRCA has established the following RFP schedule:

Activity	Date
RFP Release Date	July 21, 2023
Pre-Proposal Conference and Site Visit (optional)	TBD between Design-Builder & BRCA
RFP Questions Due	July 28, 2023
RFP Release of Answers to Questions received	August 3, 2023
Proposals Due	5:00 pm on August 11 2023
Notice of Intent to Award	September 15, 2023
Draft Agreement Submitted to Design-Builder	September 22, 2023
Final Agreement sent to State for Approval	October 13, 2023

**Part 2 – Project Requirements**

**2.0 Scope of Work**

Under this RFP, BRCA will engage a Design-Builder to provide any and all design, permitting, project management, and construction including, but not limited to, temporary utilities, public art installation, furniture, fixtures, and equipment and coordination with BCRA for continued use of the main facilities during construction.

The Project will be located at BlackRock Center for the Arts at 12901 Town Commons Drive, Germantown, MD 20874. Generally, the Design-Builder’s responsibilities shall include, but will not be limited to, the following:

- A. Confirm the design and construction of the Project in accordance with the RFP Documents, including all applicable attachments;
- B. Provide all design, construction, and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering (“Value Engineering”), scheduling, Project phasing, Project administration, management, and soliciting, bidding, selecting and coordinating of subcontractors. Design scope shall also include full design and specifications, with a minimum of three options;
- C. Conduct subsurface investigation work if and as required for the Project;
- D. Solicit, assemble, and issue bid packages for subcontracting; manage all subcontractors
- E. Prepare construction costs estimates and phases of key milestones;
- F. Furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project;

- G. Provide the necessary design, consultants, and documentation for all permitting, zoning, historic preservation and approvals; and
- H. Provide coordination and logistics support for the Project.

## **2.1 Design-Builder's Duties; General Intent**

The Design-Builder will be required to work with BRCA through a collaborative design process to fully realize the goals of the Project in accordance with the available Project Budget. The Design-Builder will be required to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with BCRA's goals for the Project (e.g., programmatic, budgetary, schedule and quality); and to develop a comprehensive Project phasing.

In addition, the Design-Builder will provide logistics support, plan to solicit competitive trade bids for the construction work, including all required inspections for material testing, code inspections, and industrial hygienist and to develop a budget and corresponding scope and schedule for the Work; and to implement the requisite construction and other work necessary. The Design-Builder will be required to provide a "turn-key" Project ready for use by BRCA.

## **2.2 Design and Preconstruction Phase Details**

### **2.2.1 Initial Deliverables**

The Design and Preconstruction Phase will start once an Agreement has been signed. The Design-Builder's initial task will be to advance the design narrative to a complete schematic design, develop a phasing plan and budget for the Project. As part of this effort, the Design-Builder shall prepare and provide the following initial deliverables:

### **2.2.2 Baseline Schedule**

The Design-Builder shall propose and submit a Baseline Schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be subject to review and approval by BRCA. The Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by BRCA. The Baseline Schedule shall be prepared in a critical path method ("CPM") in a sufficient level of detail to permit BRCA and the Design-Builder and any other affected parties to properly plan the Project. The Baseline Schedule shall include but is not be limited to the following key milestones:

- A. Concept Design
- B. Schematic Design
- C. Design Development
- D. Construction Document Submission
- E. Construction costs estimates and stages/phases
- F. Prepare and draft a master project schedule incorporating key activities of BRCA, Design-Builder, and subcontractors.

### **2.2.3 Preliminary Budget Estimate**

The Design-Builder shall submit a detailed cost estimate of the concept design (such estimate, the "Preliminary Budget Estimate"). The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid BRCA in understanding the costs associated with key elements of the Project to better prioritize and manage the use of the funding allocated to this Project.

### **2.2.4 Additional Preconstruction Service**

In addition to the items enumerated in this RFP, the Design-Builder shall provide such preconstruction service as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop-drawings, ordering long-lead materials, condition assessments, studies, surveys, and geotechnical testing.

**2.2.5 Design Management**

During the Design and Preconstruction Phase, the Design-Builder, in consultation with BRCA shall manage the Design process and prepare all necessary drawings, schematic design, specifications, cost estimates, and other documents required for the construction and completion of the Project. The Design-Builder shall ensure the design for the Project, in consultation with BRCA, evolves in a manner consistent with BRCA’s goals and budget.

**2.2.6 Permits**

The Design-Builder shall be responsible for preparing, submitting, and all resources required for permit applications that are necessary to complete the Project.

**2.2.7 Entitlements**

The Design-Builder shall prepare and present, as part of the design and pre-construction phase, such materials and make such presentations as are necessary to obtain the required land use entitlement approvals, such as the Planning Department.

**2.2.8 Managing Subcontractors/Bidding**

The Design-Builder will be responsible for prequalifying, contracting, and managing multiple subcontractors. The Design-Builder will assemble and issue bid packages, conduct pre-bid meetings and site walk-thru, receive and descope bids and make recommendations to BRCA before selecting and awarding a contract.

When/if the Design-Builder intends to self-perform any construction or trade work services, the Design-Builder must also obtain quotes from at least two (2) pre-qualified companies for the proposed self-performed work. BRCA must receive “fair market” pricing for all work related to the Project. The Design-Builder will have the option to self-perform the work for the price of the lowest price obtained or to hire the contractor with the lowest price as a subcontractor.

**2.2.9 Project Budget**

BRCA and the Design-Builder shall meet to consider the Design-Builder’s recommendation on subcontractors and to negotiate the terms of the Construction Budget.

**2.3 Construction Phase**

Based on the approved plans and specifications, the Design-Builder shall construct the Project. During the Construction Phase, the Design-Builder shall be required to cause the Work to be completed in a manner consistent with the Design documents and phasing plan approved by BRCA. The Design-Builder shall provide all labor, materials, insurance, equipment, and all related services to fully complete the Project in accordance with the drawings, specifications, schedule and resources needed to complete the project. The construction phase service shall include and not limited to:

- a. Permit BRCA to organize and arrange a groundbreaking.
- b. Manage all aspects of the construction of the Project.
  - a. Obtain and post permits and coordinate utility service connections and upgrades
  - b. Conduct pre-construction meetings with contractors and necessary BRCA stakeholders.



- c. Negotiate and manage all change orders in the best interest of BRCA and the State.
- d. Prepare daily construction logs and daily reports
- c. Manage weekly progress meetings with BRCA; Design-Builder will generate the agenda and submit minutes from the meeting on a weekly basis.
- d. Provide monthly project budget updates.
- e. Prepare meeting notes and record decisions and changes and prepare Construction Documents.
- f. Provide Monthly Schedule Updates on the progress of the entire Work and reflect actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design-Builder's best projection of dates.
- g. Conduct and ensure pre-closeout inspections are completed.
- h. Supervision to oversee the Work at all times while construction is underway. Supervision shall be completed by personnel employed by the Design-Builder as a fulltime, on-site construction supervisor to monitor, supervise, quality control, coordination of various subcontractors, record drawings, daily work log, etc.

### **2.3.1 Construction and Construction Contingency**

The Design-Builder must allocate appropriately for construction contingencies. When/If there is a need to deviate from the approved Design Documents, the Design-Builder must seek written approval from BRCA for the modification. In the event, BRCA does not approve such written modifications within ten (10) business days after the insurance, unless otherwise denied, such document shall be deemed approved, provided however BRCA has not advised that such document is still under review.

### **2.3.2 Construction Documents**

The Design-Builder shall manage the completion of the design of the Project and is responsible for ensuring the 2 sets of Construction Documents are compiled and submitted to BRCA at the completion of the Project. The Construction Documents include but not limited to the final design drawing and information, permit application, permits, narrative when a deviation of the Design has occurred, material list, list of subcontractors and the service such subcontractors provided, warranties, etc.

### **2.3.3 Protection of Existing Elements**

The Design-Builder shall protect all existing features of the main building, public utilities, and other structures during construction. The Design-Builder shall protect existing site improvements, trees, and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The Design-Builder shall not store materials or equipment, or drive machinery, within the drip line of existing trees and shrubs.

### **2.3.5 Site Cleanliness**

During the Project and/or directed by BRCA, as the installation is completed, the Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish, or debris.

### **2.3.6 Site Safety**

The Design-Builder shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder shall be responsible for complying with all OSHA and County safety requirements. The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. A Safety Plan must be submitted to BRCA prior to the commencement of construction. Once the Safety Plan has been approved, the Design-Builder shall always comply with the plan during construction. The Design-Builder shall be required to revise the Safety Plan as may be requested by BRCA at any time, including, but not limited to, as

necessary to address any new national or local regulations, recommendations, or restrictions. The Design-Builder will not be permitted to commence the Construction Phase until the Safety Plan is approved by BRCA and in no event shall any resulting delay constitute an excusable delay.

### **2.3.7 Safety Barriers/Fences**

As part of its responsibility for the Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are being used by BRCA. The Design-Builder shall describe in the Safety Plan the proposed separation and specific nature of the fences and barriers that will be used. BRCA is permitted to hand signage on such fences and barriers during the Construction Phases so long as it is not covering required notices.

### **2.3.8 Site Security**

The Design-Builder shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

### **2.3.9 Workhours**

The Design-Builder shall comply with applicable noise ordinances and neither it nor subcontractors shall undertake work on the Project site other than at the times and sound levels permitted by the noise ordinance.

### **2.3.10 Parking**

The Design-Builder shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood or commercial parking. The Design-Builder shall develop and enforce a parking plan for those individuals working on the site that is reasonable acceptable to BRCA.

## **Part 3: Evaluation and Selection**

### **3.0 Evaluation Criteria**

Proposals will be evaluated in the following criteria:

- a. Key Personnel of the Design-Builder (20 points)
- b. Past performance, relevant experience and capabilities of the Design-Builder (30 points)
- c. Key Personnel of the Architect/Engineer (15 points)
- d. Key Personnel of the relevant experience, and capabilities of the Contractor (15 points)
- e. Project Management Plan and Schedule (30 points)
- f. Price (30 points)
- g. Meeting State Policies and Requirements (10 points)

### **3.1 Evaluation Committee**

The Evaluation Committee is made of BRCA staff, board members and stakeholders. The Evaluation Committee will only use materials requested in this RFP for the evaluation, any additional documents not requested or required will not be considered in evaluating the proposal.

### **3.2 Oral Presentations**

BRCA does not anticipate the need for oral presentation but reserves the right to request and schedule, as needed to answer questions or gain clarity about any proposal. Any oral presentation will not exceed sixty (60) minutes.

### **3.3 Key Personnel of the Design-Builder**

BRCA seeks a Design-Builder with the experience necessary to accomplish the objectives set forth in the RFP. The proposal will be evaluated on the following:

- A. Resumes and, if appropriate, biographies (no more than one page) of all key personnel as part of the proposed Project team.
- B. Proposals are evaluated on documented technical and project administration skills, licensure, certifications, and experience with similar projects.
- C. Please provide a list of at most three (3) completed projects and a list of all current projects, if any, and their completion date.

### **3.4 Past performance, relevant experience, and capabilities of the Design-Builder**

- A. Demonstrated experience with Design-Build of renovation and/or new construction of similar outdoor structures with a similar size and costs.
- B. Demonstrated knowledge and experience with the local subcontracting market.
- C. Past Performance with projects with similar projects, scale, and costs. Proposals must have at least two (2) Past Performance Evaluation forms (Attachment A) submitted directly to Michael Sickles at [Msickles@blackrockenter.org](mailto:Msickles@blackrockenter.org).

### **3.5 Key Personnel of the Architect/Engineer**

The proposal will be evaluated on the following:

- A. Resumes and, if appropriate, biographies (no more than one page) of all key personnel as part of the proposed Project team. Key personnel should include the Architect, Principal in Charge and any engineers or consultants involved in the project.
- B. Proposals are evaluated on documented technical and project administration skills, educational experience, working experience, licensure, certifications, and experience with similar projects.

- C. Please provide a list of at most three (3) completed projects and a list of all current projects, if any, and their completion date.

### **3.6 Key Personnel, relevant experience, and capabilities of the Contractor**

- A. In the proposal, describe the construction experience of contractor. Include renovation and/or new construction of at least two (2) similar projects in size and budget to the proposed Project.
- B. Demonstrated experience and past performance within Montgomery County or work in similar jurisdiction, navigating through permitting, other regulatory/utility agencies.

### **3.7 Project Management Plan and Schedule**

A schedule and a schedule narrative that demonstrates how the Design-Builder intends to complete the Project in a timely manner. The Project Management Plan could show and not limited to: the key design milestone dates, bid packages timeline, release dates for key subcontractors, project phasing, and cash flow analysis.

In addition, the narrative should include:

- A. Design approach, general design ideas on the new outdoor stage and great lawn, the proposed Project budget, and any questions or decision BRCA will need to make to assure success of the Project.
- B. Site Specific construction management plans that include risks and challenges to the Project, as well as common issues at the Project site, delivery routes, permitting needs and timeline, utility coordination, safety plan and quality assurance and quality control plan.
- C. Describe how the Design-Builder will work with the designer to assure that any and all concepts, plans, sketches, and rendering are within the budget.

### **3.8 Price**

Proposal must include a budget that describes the budget for the maximum allowance for the Design Fee, fixed-fee Design-Build Fee, and general cost of construction for the Project.

The narrative for the price should describe how the project will stay within the budget. In addition, the Design-Builder may provide examples of how projects have been descoped while meeting the goals of the project.

### **3.9 Meeting State Policies and Requirements**

Proposals should address how the Design-Builder plans to meet state policies and requirements stated in Part I of this RFP.

Additional preference points are awarded for the following:

- A. Three (3) preference points are awarded for Design-Builders certified as Minority Business Enterprise; two (2) preference points are awarded for intentional use/subcontracting with certified Minority Business Enterprises
- B. Three (3) preference points are awarded for Design-Builders certified as having a business registered and incorporated in the State of Maryland.
- C. Three (3) preference points are awarded for Design-Builders who have a majority of the Key Personnel who are residents of the State of Maryland. A list of key personnel and their home address should be provided.

### 3.10 Rating Scale

Proposal will be evaluated as follows:

Numeric rating	Adjective	Description
0	Unacceptable	Fails to Meet Minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements with minimal deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

## Attachment A

### Past Performance Evaluation Form

Please complete the following to help BlackRock Center for the Arts consider a Design-Builder to complete a renovation project. The completed form must be sent to Michael Sickles at [Msickles@blackrockcenter.org](mailto:Msickles@blackrockcenter.org) by August 11, 2023.

This past performance form is for (Name of Design-Builder): \_\_\_\_\_

#### **Client Information**

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Name of Company/Client:

Company Address:

Website:

#### **Client Contact**

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Name of Individual:

Title/Position:

Email Address:

Phone Number:

#### **Project Information**

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Provide a brief description of the project and describe the Design-Builder's involvement:

**Project Evaluation**

Please rate the following aspects of Design-Builder’s performance on a scale of 0 to 5.

	5 Excellent	4 Good	3 Acceptable	2 Minimally Acceptable	1 Poor	0 Unacceptable
Communication						
Collaboration						
Quality of the design in meeting project objectives						
Project Management						
Workmanship and quality of the completed project						
Timeliness of Project Completion						
Ability to meet budgetary constraints						
Problem-Solving and adaptability						
Overall Satisfaction						

**Evaluation**

Provide a brief evaluation of the Design-Builder’s work with you and if you would continue to work with the Design-Builder on future projects. Would you recommend the Design-Builder?

**Additional Comments**

Feel free to provide any additional comments or information that may be helpful for us in selecting a Design-Builder.