



CITY OF CLEVELAND
Mayor Justin M. Bibb

Request for Proposal

For Professional Architectural and
Engineering Services for

PUBLIC AUDITORIUM ROOF AND ENVELOPE IMPROVEMENTS

Issued: September 1, 2023
*City of Cleveland-Mayor's Office of
Capital Projects- Division of Architecture
and Site Development
601 Lakeside Avenue Room 517A
Cleveland, Ohio 44114*

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Exhibits

NOTE: Due to large file sizes, the exhibits are not part of this pdf. This RFP and all exhibits are available at the following link:

<https://tinyurl.com/4kfgeya4>

Exhibit A: Non-Competitive Bid Contract Statement and W-9 Form

Exhibit B: Northern Ireland Fair Employment Practices Disclosure Form

Exhibit C: Mayor's Office of Equal Opportunity, Cleveland Area Business Code Notice to Bidders and OEO Schedules

Exhibit D: Subcontractor Addition and Subtraction Policy and Procedure

Exhibit E: Sample Professional Services Agreement and Reimbursement Policy

Exhibit F: RFP Mailing List

Exhibit G: Public Auditorium Drawings

Exhibit H: Public Auditorium 2022 Building Assessment

Overview

Introduction

The City of Cleveland (“the City”) is seeking qualified firms (“the Consultant”) to provide professional consulting services for Architecture and Engineering in support of the implementation of improvements to Public Auditorium Envelope. The project development will be administered by the Mayor’s Office of Capital Projects (MOCAP), Division of Architecture and Site Development (DASD). MOCAP is responsible for administering the City’s Capital Improvement Plan (CIP) for all City-owned facilities, outdoor spaces, and infrastructure through its three divisions: Division of Architecture & Site Development, Division of Engineering & Construction, and Division of Real Estate. The mission statement for MOCAP is:

To provide for the planning, designing, construction, and preservation of the City of Cleveland's facilities and infrastructure through collaborative and comprehensive planning, leadership in management, excellence in sustainable design and technical expertise, and quality construction based on integrity and professionalism.

Description of Need

Public Auditorium is a significant historical building in downtown Cleveland. Public Auditorium originally opened in 1922 with the Little Theatre and Music Hall added eight years later. It consists of Public Auditorium, Music Hall, and Little Theatre. Additionally, the Facility has a Conference Center comprised of thirteen meeting rooms. The Facility is architecturally stunning and has a rich history of holding many notable political, sporting and music events.

The Stage roof and Music Hall roof were replaced in 2019 and 2022 respectively.

The City is now soliciting assistance in designing roof replacement and façade repair plans for Public Auditorium. Scope of Services requested include Field Surveying, Schematic documents, Design documents with Specifications, and Construction Administration services.

Based on assessments conducted by MOCAP, the intent of this scope is remediation of the building envelope to improve weather-tightness, habitability, and building longevity, including:

- Complete roof replacement, including flashings, trim, and accessories.
- Correction of rainwater conducting systems, including roof drains, leaders, gutters, downspouts, and sewer tie-ins.
- Concrete and stone façade repairs including but not limited to spalling repair, crack arresting and repair, repointing and sealant removal and replacement.
- Identify opportunities for envelope improvement.

The Public Auditorium roof is approximately 78,200 S.F. The roof is currently spray foam insulation system with elastomeric topcoat applied in the 1970’s, over the existing coal tar built up roof. In addition, the spray topcoat extends to cover the existing metal copings. The roofing system has deteriorated and will need to be replaced (refer to Public Auditorium Assessment; Exhibit H).

The Public Auditorium exterior façade consist of limestone and granite panels. Pieces of limestone have spalled off the building. Pieces are stored and will need to be assessed to determine if the may be used in the spalling repair.

Scope of Services

Overview

It is the City's intent to hire a creative Architectural and Engineering Team ("Consultant") qualified and experienced in the design and construction of building envelopes to provide full design services, beginning with the provided programming and schematic documents, through construction documents, permitting, construction, and closeout. This scope of Services are organized into the three (3) Stages and various Phases as follows:

STAGE I: PRELIMINARY DESIGN - Services to establish Project Scope and Design, including:

- Phase A: Scope / Existing Conditions Verification
- Phase B: Technical Review
- Phase C: Schematic Design
- Cost Estimation Services

STAGE II: DETAILED DESIGN - Services to complete design documentation and solicit bids for Construction Sequence 1, including:

- Phase A: Design Development
- Phase B: Construction Documents
- Phase C: Bidding and Award
- Cost Estimation Services

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT - Services for completing Construction.

The following is a description of the services to be provided under each Stage of the work:

STAGE I: PRELIMINARY DESIGN

The Preliminary Design Stage shall include: Phase A –Verification; Phase B – Technical Review; Phase C - Schematic Design; and Cost Estimation services as necessary to establish the Project Scope and Cost.

Phase A – Scope / Existing Conditions Verification:

Objective: The Scope / Existing Conditions Verification shall establish and address the requirements, goals, and the constraints for this project.

Deliverables: The Scope Verification /Existing Conditions Study shall include, but not be limited to, the following deliverables, related services and activities:

- **Project Kick-Off Workshop:** In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals and Aspirations with the key project stakeholders (list of which are to be pre-approved by the Director).
- **Review of Existing Facility Assessment and Conditions:** Consultant will review the MOCAP facility assessment, conduct on-site condition review, and, in collaboration with City Staff, establish goals and priorities for addressing items identified within the assessment. This will include determining need for additional construction, renovation/restoration, and other improvements; and identifying possible items to be addressed as bid alternates.

- Code Reviews: Zoning and Building Code Reviews for Site and Building (Article 34).
- Existing Conditions Base Plans: Produce Existing Conditions Base Plans as required to execute the Project Scope of Work, including field verification of all dimensions.
- Staff/User Meeting: (1) Staff/User Meeting is anticipated for this Phase, which may be in conjunction with the site visit.
- Project Meetings: Anticipate weekly project update meetings during this phase.

The City of Cleveland will make available to the Consultant any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper formats.

It shall be the responsibility of the Consultant to obtain any additional information necessary for the full and proper execution of this work. The cost for all Consultants required shall be borne by the Consultant and included in the Fee.

The Consultant shall participate in weekly telephone conference call meetings, and weekly meeting in person as determined as necessary by the City.

After all review and approval requirements for the Program and Scope Verification have been met, and incorporation of any changes ordered by the Director, the Director shall authorize the Consultant in writing to commence Technical Review.

Phase B – Technical Review:

Objective: The primary objective of the Technical Review Phase is to ensure that appropriate options for systems to be used have been explored, reviewed, and analyzed.

Deliverables: Based on the approved Scope Verification, the Technical Review Phase shall include, but not be limited to, the following deliverables, related services and activities:

Scope Definition: based upon the outcome of the investigations and workshops, a definition of the scope to be executed using verbal descriptions and/or sketches as appropriate. In particular, the Scope Definition should clarify extents of work beyond roof replacement, such as masonry repairs, lintels, drains and downspouts, doors and windows, etc.

Systems Recommendations: based on investigation of existing conditions and review with MOCAP, provide recommendations for envelope systems, including:

- Roof membrane, insulation, flashings, copings, and accessories.
- Doors, windows, vents, or louvers as needed.
- Additional envelope systems that may be required based on the Scope Definition, such as air barriers, sealants, sealers, coatings, etc.
- Conceptual code review for compliance.

After all review and approval requirements for Technical Review have been met, and incorporation of any changes ordered by the Director, the Director shall authorize the Consultant in writing to commence Schematic Design.

Phase C - Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the extent, quality, and systems in the work, and establish the project scope within the requirements and budget of the Project.

Deliverables: Minimum Submission Requirements: Based upon the satisfactory completion of the Technical Review and a selection of a technical approach to the project, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic Roof Plans showing extents and type of work.
- Schematic Elevation and Section Drawings which illustrate the envelope improvements and methods for achieving them.
- Structural information for any required lintels, decks, beams, bearing masonry, or other structural elements required for envelope remediation.
- Written description of all materials, components, and systems, (Civil, Structural, Electrical, and Mechanical) , If applicable, to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Schematic Design Cost Estimate in CSI format, based on costs for comparable work in this area.
- Updated Building and Zoning Code Review for Schematic Design.

The Consultant shall present the Schematic Design deliverables to the Director and shall incorporate any changes ordered by the Director in regard to the Schematic Design or the requirements of the Project.

The Consultant team shall participate in weekly telephone conference call meetings. The Consultant team shall attend the weekly meeting in person as determined as necessary by the City.

In addition the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the Department in presenting design proposals to the Cleveland Landmarks Commission, Cleveland Design Review Committee, the City Planning Commission and any other State of Ohio or municipal agencies necessary to achieve final plan review and approval.

After all review and approval requirements of the Project have been met and incorporation of any changes ordered by the Director, the Director shall authorize Consultant in writing to commence Stage II: Detailed Design, or such part thereof as directed by the Director, for the Scope of Work.

STAGE II: DETAILED DESIGN

The Detailed Design Stage shall include: Phase A - Design Development; Phase B - Construction Documents; Phase C - Bidding and Award services; and Cost Estimation services as necessary for the execution of the Construction.

Phase A - Design Development:

Objective: The primary objective of the Design Development Phase is to complete all design required for the project.

Deliverables: Based upon the Director's approval of the Stage I Phase C Schematic Design Package, including the Schematic Cost Estimate, and on the Director's authorization of any adjustments in the Project requirements and the budget, the Design Development Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables and related services and activities:

- Architectural: Roof Plan, Enlarged Plans and Sections, Building Sections, Door and Window Schedules, Preliminary Wall Sections and Building Details, and Reflected Ceiling Plans as appropriate.
- Structural: Drawings and details as required to define remediation to structural elements.
- Mechanical: Heating/Cooling Load Calculations, Equipment Schedules, HVAC Plans indicating main and branch ductwork and Equipment.
- Plumbing: Plumbing drawings and calculations for plumbing elements such as gutters, downspouts, and roof drains.
- Outline Specification: An outline specification describing in general the type of construction, materials, systems and other pertinent information for all disciplines.
- Cost Estimation: Design Development Cost Estimate in CSI format, based on costs for comparable projects in this area.

During the development of the Design Development Documents, the Consultant shall confer as necessary and as required with the Director and members of his staff and any other officials of the City as the Director may direct in order that the intent and requirements of the City in regard to the improvements and their scope are met as nearly as practicable.

The City will not consider Design Development as completed until all approvals required by the City at this Stage have been obtained, including that of the Director. After all review and approval requirements of the Project have been met and incorporation of any changes ordered by the Director, the Director shall authorize Consultant in writing to commence Construction Documents.

The Design Development Documents, including the Cost Estimate, as approved, shall be control documents for the Construction Documents, Detail Specifications and other documents required to obtain bids and to form the basis of contract proposals for the actual construction of the project.

Phase B - Construction Documents:

Objective: The primary objective of the Construction Documents is to produce the Contract Documents, which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project and all its components fully operationally and functionally usable for its intended purpose. This shall include, but is not limited to, the satisfaction of all testing, permitting, qualifications, certifications, validations and

obtaining regulatory approvals by all applicable regulatory authorities (City of Cleveland, State of Ohio, U.S. Government).

Deliverables: It is the responsibility of the design professional to determine, with the approval of the DASD, which drawings and specifications are required to effectively bid, permit, and construct this project. Based upon the Director's approval of the Stage II Phase A Design Development Package, including the Design Development Cost Estimate, and on the Director's authorization of any adjustments in the Project requirements and the budget for the Cost of Work, the Construction Documents Phase shall address all requirements of the Project and shall include, but not be limited to, the following: if applicable.

- Title Sheet per City of Cleveland Standards, including:
 - Code Summary
 - Location Map
 - Drawing Index
 - General Notes
- Architectural:
 - Code Review, Life Safety, and Fire Resistance Plans
 - Firestopping Details.
 - Fully developed and dimensioned Roof Plans and details.
 - Enlarged Roof Plans of key building areas as required.
 - Interior and Exterior Window, Door, and Frame Schedules, Elevations, and Details as needed.
 - Exterior Finish Material and Color Schedules as needed.
 - Reflected Ceiling Plans and Details as needed.
 - Wall Sections and Architectural Details (Interior and Exterior.)
 - Exterior Building Elevations.
- Structural:
 - Fully developed and dimensioned drawings and details for all structural elements.
 - Enlarged Plans as required.
- Mechanical:
 - Mechanical Plans and Schedules as needed.
 - Mechanical Design Details as needed.
- Plumbing:
 - Plumbing and Fire Protection Plans and Schedules as needed.
 - Plumbing and Fire Protection Design Details as needed.
- Electrical:
 - Electrical Plans and Schedules as needed.
 - Electrical Design Details as needed.
- Technical Specifications/Project Manual:
 - Detailed Technical Specifications for all disciplines in current CSI *Master Format*.
- Cost Estimation: Cost Estimates in CSI format at 30%, 60%, 90% and 100% Construction Document submittals for review.

Meetings: The Consultant shall attend weekly project update meetings in person as determined as necessary by the City.

Submittals: The Consultant shall prepare and submit Construction Documents for 30%, 60%, 90%, and 100% reviews, including Cost Estimates, and attend review meetings with the City. All drawings and contract documents, including schedule of prices and detailed specifications, are to be comprehensive and concise in nature and in accordance with all professional practice standards in order to completely and accurately describe the design intent and construction/installation methods for the development of the entire project.

Approvals: The Director and/or his designees shall review and approve, where appropriate, the Detailed Design documents, or any portion thereof. The Consultant shall make corrections, modifications and changes as directed by the Director and/or his designees to align with the program and budget of the project.

Design Review and Permitting: The Consultant shall take the lead in obtaining and coordinating the information required by the various agencies and entities from which permits and/or approvals are needed for the Project, including all Environmental, Site, and Utility Applications. The Consultant shall also take the lead in applying for, negotiating, and acquiring the necessary permits and approvals. All plan review application fees to City, state and/or federal agencies shall be borne by the Consultant and included in the Fee. The cost of building permits for Construction shall be borne by the Contractor(s).

Phase C - Bidding and Award:

Objective: The primary objective of the Bidding and Award Phase is to solicit bids from qualified Contractors and award a Construction Contract for the execution of the work.

Deliverables: **Bid Documents:** A full master set of reproducible final (100%) Construction Documents on Mylar (or other approved medium) and in electronic format (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files) on compact disc or via electronic download shall be provided to the Division of Architecture and Site Development for use in compilation of the bid package. Files may be compressed in a “~.zip” file format.

Bidding Activities: The Consultant shall assist the City of Cleveland in Bidding activities, including, but not limited to:

- Preparation of bidding documents and forms
- Preparation of the Conditions of the Contract and the form of agreement between the City and all Contractors.
- Attendance and participation in Pre-Bid Meeting.
- Assist the Division of Purchases and Supplies in providing answers to bidder’s questions during the bidding period.
- Assist in the preparation of any Addenda.
- Assist in obtaining, tabulating, and analyzing bids.
- All other bidding activities set forth in more detail in the Sample Professional Services Agreement attached to this RFP as Exhibit E.

The City will not consider Stage II as completed, or release payment for the final 10% of the Stage, until an accepted, qualified bid for accomplishing the project scope within the budget has been obtained.

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT

The Administration of the Construction Contract Stage shall include all services necessary for the execution of the Construction Scope of Work.

Construction Administration:

The Consultant shall perform Construction Administration in accordance with the Sample Professional Service Agreement attached as Exhibit E, which include but shall not be limited to the following:

- Attend in person Pre-Construction Meeting(s).
- Field Observation and Inspection services during construction shall include a minimum of two (2) site visits (two hours each) per week during intense and critical construction activity periods to inspect the work in progress.
- Coordinate and manage Field Observation services for Sub-consultants for all disciplines, including Job Meeting attendance as required.
- Attend in person and participate in weekly job meetings. (The Contractor shall be responsible for providing written minutes of all meetings.)
- Review and approval of all shop drawings and submittals, including coordination of all sub-consultant reviews and approvals.
- Respond to Contractor requests for information.
- Participate in the preparation of field clarifications for changes in the Work
- Review and approve Contractor applications for payments
- Perform site inspections and review the contractor's punch lists for Substantial Completion and Final Acceptance.
- Assist the City in resolving all post-occupancy claims of deficient work during the one-year warranty/guarantee period.
- Provide As-Built/Record Documents for the Project incorporating any changes during construction as a hard copy and in electronic format (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files)
Participate in warranty/guarantee inspections at the conclusion of the warranty/guarantee

Proposal Schedule

Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held at Cleveland City Hall at 601 Lakeside Avenue E. in Room 517A on **Wednesday, September 13, 2023 at 11:00 AM Local Time, followed by a site visit at 1:00.** Attendees for the site visit will meet at the security desk at the northeast entrance of the Public Auditorium off East Mall Drive.

If you are unable to attend the pre-proposal meeting in person, you can attend virtually at the following link:

<https://tinyurl.com/jkdrtyxe>

Questions

The deadline for any and all questions, including if this RFP should contain any discrepancies or commissions, or if the intended meaning of any part of this RFP is unclear or in doubt, shall be **Friday, September 15, 2023 at 12:00PM Noon Local Time.** Questions should be directed/addressed via e-mail to the following:

Mr. Carter Edman
Manager Division of Architecture and Site Development, MOCAP
cedman@clevelandohio.gov

Mr. Michael Stahl
Division of Architecture and Site Development, MOCAP
mstahl@clevelandohio.gov

Email subject line shall be:
Public Auditorium Envelope Improvements Questions

Deadline

Proposals must be received no later than **Friday, September 22, 2023 at 12:00PM Noon Local Time.** Proposals will NOT be accepted after that time unless the City has extended the deadline by a written addendum. The City reserves the right to refuse any submission not delivered by the deadline.

**PROPOSALS OR UNSOLICITED AMENDMENTS TO PROPOSALS
ARRIVING AFTER THE CLOSING WILL NOT BE ACCEPTED**

All proposals shall be submitted electronically via email to the following:

Mr. Carter Edman
Manager DASD, MOCAP
cedman@clevelandohio.gov

Mr. Michael Stahl
Division of Architecture and Site Development, MOCAP
mstahl@clevelandohio.gov

Email subject line shall be:
Public Auditorium Envelope Improvements PROPOSAL

Proposal documents shall in in pdf format. Proposal documents may be sent as attachments or via embedded link in the email, depending on file size. If sending a link, provide any necessary downloading instructions.

Submit Services Proposal and Fee Proposal as described in the “Proposal Submission Requirements” section of this RFP. Fee Proposals shall be a separate pdf file from the Services Proposal. File names must clearly identify the firm’s name and which file is the Services Proposal and which is the Fee Proposal.

Proposal Submission Requirements Components

Each Consultant that wishes to be considered for selection to perform the Scope of Services described in this RFP shall electronically submit to MOCAP two separate, non-editable pdf files, one labelled Services Proposal, and one labeled Fee Proposal.

1. Services Proposal:

- A. Cover Letter (One page):** Clearly indicate contact information, including phone and e-mail, for project primary contact individual.
- B. Organization of the Firm (One page):** Include a description of the Consultant Firm including information regarding its primary business, its background and history, its organizational structure, QA/QC program, the number of employees, and commitment to diversity. This section should contain any additional information about the firm that the firm feels will assist in understanding the qualifications of the firm. It is highly desirable that there be a local component to the Consultant Team to facilitate response time to matters that require on-site reviews.
- C. Project Team (One Page):** Organizational chart showing project team members, roles, and relationships, including subconsultants.
- D. Project Team Resumes (One Page Each):** Professional resume for each team member shown on the organizational chart, including relevant licenses and qualifications and list of significant projects.
- E. Project Approach:** The Consultant shall include a description how they plan to achieve the goals of this project, with specific descriptions of information gathering, evaluation, prioritization design, and documentation, and of their management, technical, and QA/QC approach taking into account the unique project goals and constraints. Include a specific and complete list of proposed deliverables.
- F. Relevant Project Experience (One Page Each):** Project sheets for completed relevant projects demonstrating ability to successfully lead and execute the type of work required for this project.
- G. Capacity to Perform Work (One Page):** Provide a description of the Consultant's capacity to perform work requested by describing the Team's current workload, including consideration for current City project workload, and the availability of the staff to meet required schedules. Identify all City projects currently being worked on and stage of development. Describe the methods utilized to track work progress, budgets, and deadlines. Describe any support personnel or technical resources the Consultant plans to use to assist in performing work as required on schedule, and within budget.
- H. Special Commendations (Optional):** The Consultant shall provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required Professional Services in a manner not detailed previously within this RFP.

- I. Proposed Project Schedule:** Provide a conceptual Project Schedule indicating a proposed timeline for the performances of all Professional Services as detailed in the “Scope of Services” section starting on page 3 of this RFP. The Consultant must be prepared to commence work immediately after the execution of a Contract for Professional Services.
- J. Compliance Affidavit (Exhibit A):** Non-Competitive Bid Contract Statement for Calendar Year 2023 is enclosed as Exhibit A for use with contracts to be awarded in 2023. All Consultants submitting proposals for contracts awarded on or after January 1, 2023 must initially submit a notarized 2023 affidavit. If award of contract extends into 2024, then an updated form shall be required. Submit the 2023 Statement in the separate sealed envelope that contains the fee proposal.
- K. Northern Ireland Fair Employment Practices Disclosure (Exhibit B):** Interested Consultants shall complete and submit the Northern Ireland Fair Employment Practices Disclosure form as part of their proposal. Refer to Exhibit B.
- L. Certificate of Insurance:** Submit a Certificate of Insurance form indicating limits of professional services (errors and omissions) and general liability coverage as a separate attachment to their Proposal, and shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage:
- a. The insurance company or companies providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated “A” or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
 - b. Professional liability insurance with limits of not less than \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
 - c. Workers’ compensation and employer’s general liability insurance as provided under the laws of the State of Ohio.
 - d. Statutory unemployment insurance protection for all of its employees.
 - e. Such other insurance coverage(s) as the City may reasonably require.
 - f. Certificate of Authorization or Certificate of Exemption: Submit a current “Certificate of Authorization” or a “Certificate of Exemption” to practice as a Professional in the State of Ohio issued by the State of Ohio, for each specified discipline: Architecture, Structural Engineering, Electrical Engineering, Mechanical Engineering, Civil Engineering and Landscape

Architecture. Submit any other certifications, licenses, etc. to confirm professional competency in related services noted.

2. Fee Proposal:

A. Compensation: The Consultant’s proposal shall indicate the proposed fee for each Component of service as defined previously, shall include an appropriate amount for reimbursable expenses in each Component, and shall indicate a total Lump Sum Fee broken down by Component as follows:

STAGE I: PRELIMINARY DESIGN

- A. Phase A: Scope / Existing Conditions Verification: _____
- B. Phase B: Technical Review: _____
- C. Phase C: Schematic Design: _____
- D. Reimbursables: _____
- E. Cost Estimation Services: _____
- F. SUBTOTAL STAGE I (A+B+C+D+E): _____

STAGE II: DETAILED DESIGN

- A. Phase A: Design Development: _____
- B. Phase B: Construction Documents: _____
- C. Phase C: Bidding and Award: _____
- D. Reimbursables: _____
- E. Cost Estimation Services: _____
- F. SUBTOTAL STAGE II (A+B+C+D+E): _____

STAGE III: CONSTRUCTION ADMINISTRATION: _____

SUBTOTAL DESIGN SERVICES (STAGE I+II+III): _____
DESIGN CONTINGENCY (10%) OF SUBTOTAL: _____

TOTAL PROFESSIONAL SERVICES FEE: _____

a. Contingency: The Contingency is eligible for use in performing Professional Services necessary to complete the project as contemplated in this RFP but are unforeseen at the time of issuance of this RFP. Any change in Professional Services to be paid from this Contingency shall be preceded by a Clarification, an itemized scope and fee breakdown provided by the Consultant, and a written determination by the Director’s designee, and approved by the Director, that the change qualifies for payment at rates specified in this RFP and does not exceed the available Contingency amount. The Consultant’s cost for overhead, profit and other expenses contemplated for assessment against the Contingency are to be included in the Lump Sum Fee and not in the Contingency.

b. Reimbursable Expenses: Reimbursable expenses shall be accounted for and reimbursed according to the City of Cleveland Professional Services Contracts Reimbursable Policy included in Exhibit E of this RFP. The Consultant shall identify all items along with estimated costs for any reimbursable expenses required to complete for each Component of the

project. This shall include, but is not limited to: deliveries, postage, printing, reproduction, geotechnical services, surveys, testing, fees, plan review fees, permits, special inspection fees and any other approved expenses usually associated with this type of project. Reimbursable expenses, including subconsultant fees, shall be billed at cost invoiced, without any mark-up. Costs for mileage, travel, parking, tolls, lodging, meals and dues/membership fees to professional societies/organizations are NOT eligible for reimbursement and will not be considered. No qualification of the financial offer will be accepted. Reimbursable Expense Allowance amounts not expended in a previous Component may only be carried over to subsequent Components after written approval.

B. Professional Services Fee Proposal: The Fee Proposal shall indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses based upon the total estimated hours to be spent to provide the services.

In addition to the Lump Sum Fee broken down as described above, shall be a separate breakdown of the Consultant Team's Hourly Rates based upon discipline(s), classification(s) and staffing. Hourly Rates for the following classifications shall be included in the Proposal:

Principal: \$_____ per hour.

Primary Staff: \$_____ per hour.

Administrative Support: \$_____ per hour.

Although Consultants' proposed fees are not the deciding factor in the selection of the Consultant, it will be evaluated with other criteria herein and submitted with the proposal.

C. Equal Opportunity Documentation (Exhibit C): Enclosed is the Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & Schedules – Exhibit C. The Consultant must complete and sign each of the Schedules 1 through 4 as per the instructions.

The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, is incorporated in and made part of the RFP, and any resulting contract by this reference, as fully as if attached. Refer to Exhibits. This document is also available at ClevelandOhio.gov/oeo.

a. Requirements: During performance of this Agreement, Contractor shall comply with all applicable requirements of the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any Regulations promulgated under the Code. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

i. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;

- ii. Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- iii. Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- iv. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department's director(s) at key intervals during performance of the contract services.

b. Compliance Requirements:

- i. Under the Cleveland Area Business Code, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland – area Small Businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- ii. The standard sub-contracting goal for professional services for this contract is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and Cleveland – area Small Businesses (CSB) firms, consistent with the subcontracting goal(s) applicable to this RFP.
- iii. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the Cleveland Area Business Code – Notice to Bidders and Schedules. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal. Proposers who do not make a good faith effort to meet

the participation goal mentioned previously will not be considered “responsive.”

- iv. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at ClevelandOhio.Gov/oeo. On the Office of Equal Opportunity page, you will find a selection in the right-hand column for “B2Gnow Certification Registry.”
- v. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- vi. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

c. Failure to Comply:

- i. When determining the Contractor’s future eligibility for a City contract, the City shall consider a Contractor’s failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

Organization of Proposal

The Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

Marketing documents, such as brochures, advertisements, etc. shall not be permitted.

The City’s Right and Requirements

The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City’s designated representatives for interview or presentation to further describe the Proposer’s qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

Furthermore, the City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interests of the City.

The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City’s best interests.

Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

Other Conditions and Information

Formats for Deliverables

All deliverables for all Components shall be submitted in native software formats (e.g.: “~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND “~.shp” ESRI® Shapefiles AND “~.gdb” ESRI® Geodatabases AND “~.mxd” and/or “~.aprx” ESRI® maps/projects AND Microsoft Word® “~.doc” for Specification files and Meeting Minutes; “~.pdf” AND Microsoft Project® for Project Schedules; “~.pdf” AND “~.xls” for cost estimates) via electronic download at the end of each Component as Record Deliverables. Files may be compressed in a “~.zip” file format.

Meeting Minutes

The Consultant shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Consultant to all attendees.

Project Schedule

The Consultant shall submit within ten (10) calendar days after the award and/or execution of the Contract a Project Schedule which shall include:

1. Proposed duration of each Component.
2. Milestone dates including review submittals.
3. Allowance for reasonable time required for all reviews/approvals by all authorities.

The Consultant shall produce, maintain, update biweekly, and submit the Project Schedule at each Component of the project, or as requested by the City.

Professional Services Payments

Payments for Professional Services shall be made in accordance with the Consultant’s Proposed Fee. Consultant shall be responsible for management of the Professional Services Fee as follows:

1. Requests for Payment, to include (provide sample for City approval):
 - A. Fee Breakdown by Component per Proposal.
 - B. Percent Complete, Amount Earned, Previous Fee Billing, and Current Billing by Component.
 - C. Reimbursable Expenses by Component, broken down by Current, Prior, and Billed-to-Date.
 - D. Staff logs/hours expended and reimbursable receipts for each Request for Payment.
2. Requests for Payment shall be submitted on a monthly basis not to exceed the amounts stipulated in the Fee, including reimbursable expenses, for each Component.
3. Payments may not exceed 90% of each Component until the Component is satisfactorily completed and accepted by the City.
4. Final payment will be made only when all record and project close-out documents have been accepted by the City as complete.

5. Any portions of Fees or Reimbursable Allowances not utilized for any Component may only be utilized in later Components with prior written authorization by the City.

Composition of Consultant Team

While it is the responsibility of the proposers to determine the composition of their consultant team, it is anticipated that the consultant team may include:

1. Professional Surveyor registered in State of Ohio
2. Landscape Architect registered in State of Ohio
3. Public engagement Specialist
4. Professional Engineer registered in State of Ohio – Civil, Electrical and Mechanical
5. Environmental Engineering

Proposal Acceptance

The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at his sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. The Director of the Department of Public Works, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for 180 days after submission.

Costs Incurred

The City is not liable for any costs incurred by any responding firms before execution of a contract and issuance of written Notice to Proceed.

Economy of Preparation

Proposals should be prepared simply and economically in 8-1/2" x 11" vertical format, providing straightforward, concise descriptions and information. Company brochures and marketing materials will not be accepted.

Agreement

The successful Consultant Team shall be required to execute an agreement substantially in the form of the Sample Professional Services Agreement attached as Exhibit E as amended to incorporate the full range of services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Consultant Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Professional Services Contract.

Mailing List and Notifications

Exhibit F – Mailing List is NOT exclusive. Qualified firms not on the list are encouraged to submit proposals for consideration and/or participate as team members. To assure that all modifications, notices and addenda are received, all interested firms that are included and not included on the list are required to notify Mr. Carter Edman, AIA, Manager, Division of Architecture and Site Development, in writing (via e-mail to cedman@clevelandohio.gov) of their interest in the project. Said modifications, notices and addenda will be issued to those firms that have made their interest

known. Firms that fail to confirm their interest risk not receiving important information regarding the project. The City will require the selected Consultant Team to abide by this RFP and any subsequent modifications, notices and addenda.

Proposal Selection Criteria

Quality of Proposal (15 points)

Quality of Proposal includes Organization of the Firm, Specific Approach to this Project, Ability to Perform the Scope of Services, Capacity to Perform Work, including consideration for current City project workload, and Special Commendations as defined in the "Proposal Submission Requirements" section of this RFP.

Credentials of Key Personnel (25 points)

Credentials of Key Personnel includes Qualifications of the Project Team and Project Team as defined in the "Proposal Submission Requirements" section of this RFP, particularly the project manager who will be the lead person on this project, and their prior experience and demonstrated ability to perform the scope of work.

Demonstrated Ability (20 points)

Proposed Schedule to complete the work and demonstrated ability to meet proposed schedules and budgets.

Compensation / Fee (10 points)

This item will be reviewed after the evaluations of qualifications have been completed.

Compliance with Cleveland Small Business ("CSB") Participation and Evaluation Credits (20 points)

In Accordance with the City's goal of increasing the level of CSB participation in City contracts, the Consultant shall strive to meet the City's goal of **10% CSB participation** of the total contract amount (including subsidiary agreements). See Exhibits C and D. Note that firms which are CSB/MBE or CSB/FBE are eligible for CSB participation and are encouraged.

IMPORTANT NOTE: Submissions evaluated as "non-responsive" and/or "not making a good faith effort" will be eliminated from further consideration.

1. CSB, MBE, or FBE Proposals for Professional Services Contracts:

A. Definitions: Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.

- a. "City of Cleveland Small Business" or "CCSB."
- b. "Cleveland Area Small Business" or "CSB."
- c. "Cleveland Area Business Code" or "CAB Code."
- d. "Female Business Enterprise" or "FBE."
- e. "Minority Business Enterprise" or "MBE."
- f. "Office of Equal Opportunity" or "OEO."
- g. "Proposal" means an offer to contract with the City in response to this solicitation of proposals (whether called a "Request for Proposals,"

“Request for Quotes,” or otherwise) for a personal (“professional”) services Contract.

- h. “Proposer” means a Person submitting a Proposal to the City.
- i. “Regional Cleveland Area Small Business” or “RCSB.”

B. Evaluation Credit: For the purpose of comparing competing Proposals only, the City’s contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE. The contracting department shall apply evaluation credit according to the following criteria:

- a. Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department may apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.
- b. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department may apply evaluation credit to the proposal of any CSB(s) where the CSB has its principal office physically located within Cleveland’s municipal boundaries (a “CCSB”). If it does, no other proposer shall receive such evaluation credit.
- c. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland’s municipal boundaries but within Cuyahoga County’s boundaries (a “RCSB”).

C. Procedure: The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which proposal to recommend for a contract award. The City may use the evaluation of a proposal determined after applying evaluation credit to approve that proposal for a contract award. The application of evaluation credits shall not alter the contract amount of a proposal submitted by a proposer, or of the contract executed based on the proposal.

2. Proposer’s Good-Faith Effort: Each proposer shall make and document its good-faith efforts to meet any CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may consider a proposer’s good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

“Good-faith effort” as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer’s:

- A. Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;
 - B. Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information that the Director of the OEO may need to ascertain and verify the specific practical steps the proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer’s equal employment practices; and
 - C. Attendance at and participation in all required pre-contract award meetings.
 - D. The Director of the OEO may determine a proposer’s good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the Cleveland Area Business Code, from the proposer’s documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.
- 3. Incorporation of Cleveland Area Business Code; OEO Notice to Bidders & Schedules:** The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the OEO Notice to Bidders & Schedules are incorporated in and made part of this solicitation and any resulting contract by this reference, as fully as if attached.

Current Work under City Contracts (up to 10 points)

Comparably qualified firms with little to no work under current City contracts may receive additional consideration of up to 10 points.

Interviews

Based on preliminary scoring of point-based items described above the City may create a short list of Consultant(s) and conduct interviews as warranted. Further instruction will be provided to the short listed Consultant(s) when notified of the forthcoming interview.