



CITY OF CLEVELAND
Mayor Justin M. Bibb



Request for Proposal

For Professional Design-Build
services for the

CLEVELAND CITY HALL MEP REPAIRS

Released: October 6, 2023
City of Cleveland
601 Lakeside Avenue
Cleveland, Ohio 44114

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Exhibits

Due to file sizes, exhibits are not included in the emailed version of this RFP. A copy of this RFP and all exhibits can be found at the following link:

<https://tinyurl.com/ue3ckb2t>

Exhibit A: Required Forms:

- Non-Competitive Bid Contract Statement
- W-9 Form
- Affidavit
- Northern Ireland Fair Employment Practices Disclosure Form

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

Exhibit C: Subcontractor Addition and Subtraction Policy and Procedure

Exhibit D: Sample Professional Services Agreement and Reimbursement Policy

Exhibit E: RFP Mailing List

Exhibit F: General Conditions for Construction

Exhibit G: Criteria Documents

Exhibit H: Criteria Documents – Program Estimate

Exhibit I: Cleveland City Hall Asbestos Survey

Exhibit J: Cleveland City-Wide Asbestos Policy

Overview

Introduction

It is the intent of the City of Cleveland Mayor's Office of Capital Projects (MOCAP), through this Request for Proposal (RFP), to solicit proposals for Design/Build Services for capital improvements to Cleveland City Hall located at 601 Lakeside Avenue, Cleveland, OH 44144.

Program

The intent of the project is to provide necessary repairs and improve the maintainability of the building's existing steam heating and glycol chilled water cooling systems. The system's current configuration does not allow for adequate isolation to service portions of the building without a full system shutdown. As part of the steam and chilled water system repairs, minimal hazardous material abatement will be required. Additionally, there are two building intake louvers that are currently covered over by plywood. These intake louvers should be permanently covered over with materials that provide insulative value and a finished look.

STEAM SYSTEM

The building is served by 25lb. district steam that enters the sub-basement. The steam is then regulated to the building perimeter exterior walls' cast iron radiators by two existing steam pressure reducing valves (PRV's) which have recently been rebuilt. The existing steam PRV's are being evaluated for proper sizing under a separate assessment contract. The goal of this project is to provide better isolation of the existing steam and condensate piping for maintenance purposes. Distribution piping is preferred to be isolated by floor. Existing "back of house" leaking piping, isolation valves, pipe flanges, control valves, steam traps, insulation and all other system components and steam specialties shall be replaced and isolation valves, piping and all other necessary system components added for floor by floor isolation.

GLYCOL CHILLED WATER SYSTEM

Glycol chilled water enters the building in the sub-basement. The goal of this project is to provide better isolation of the existing glycol chilled water and supply piping for maintenance purposes. Distribution piping is preferred to be isolated by floor. Existing "back of house" leaking piping, isolation valves, pipe flanges, and control valves, insulation and all other system components shall be replaced.

For the purposes of this project, "back of house," refers to spaces within the sub-basement and piping risers to each floor. Distribution piping and terminal equipment throughout the floors are excluded and will be evaluated as part of a future space planning project.

Building controls are currently pneumatic (Powers). The City wishes to phase out the pneumatic controls and develop a plan for Direct Digital Controls (DDC) throughout the building. For this reason, the components provided with this project must function for the system's current configuration and be easily adaptable to the future DDC function. The City has an existing Tridium Niagara License.

There will be asbestos abatement required for this project, but areas of scope shall be limited to areas of local construction only. Chemtron is the existing hazardous material contractor. Areas of scope shall be limited to two (2) feet on either side of any valve being replaced. However in areas where large amounts of asbestos insulation has fallen making working in the area likely to expose workers to friable ACM, the area may require containment and

abatement. Air sampling of the containment area shall be required and copies of reports provided to the Owner.

Plaster repair will be required for any areas of demolition that disturb finished spaces. A skilled plastering contractor shall be required to meet the City's finish requirements.

This RFP includes schematic system riser diagrams and anticipated areas of construction/repair. Extensive field survey should be done by the design build contractor and engineer of record.

PROCESS BRIEF

MOCAP and the Owner's Representative Team have compiled preliminary schematic riser diagrams which capture the owner's intended function for the building systems affected by this work. This information will serve as a basis for the overall project intent. The project will be delivered via design/build.

The Scope of Design-Build Services for this project will be organized into two (2) Stages, each with various Phases as follows:

STAGE I – WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT:

- Phase A – Evaluation of Owner's Criteria
- Phase B – Preliminary Design
- Phase C – Construction Proposal (GMP)
- Phase D – Execution of the Design-Build Amendment

STAGE II – WORK FOLLOWING THE EXECUTION OF THE DESIGN-BUILD AMENDMENT:

- Phase A – Construction Documents
- Phase B – Construction

ALTERNATE 1: ELECTRICAL ONE-LINE DIAGRAM

During Stage I, the Design-Builder will gather and document information related to the existing physical conditions and project needs, conduct project kick-off workshops; complete various other activities to establish goals and constraints of the project; and develop, document, and present schematic design solutions. During Stage II, the Design-Builder will progress design solutions and create Construction Documents in accordance with project requirements. Stage II efforts will also correlate with the sequence of construction of the project.

ACTION STEPS AND OWNERSHIP OF WORK PRODUCTS:

The City reserves the right to contract for the performance of Stage I services only, and delay or terminate future Phases pending the outcome of the design and cost estimation work. Furthermore, the City reserves the right to award a contract for all Phases of the project, yet terminate the project at any time, upon written notice to the Design-Builder and making payment for all satisfactory services rendered to date of termination. All deliverables shall become the sole property of the City for use or distribution as it sees fit without limitations from the Design-Builder, other than usual disclaimers for reliance of accuracy of use of another person's work product.

POSSIBLE SEPARATE BID PACKAGES:

Based on any opportunity identified by the Director of the Mayor's Office of Capital Projects, the Design-Builder shall be responsible to evaluate the advantages and disadvantages of the need for separate bid packages that best serve the economic interests of the City, and to provide all Design-Build Services if there is more than one bid package. The Design-Builder shall include in its Design-Build Fee Proposal any additional costs that may be incurred in the event that the City desires to issue up to two (2) bid packages to accomplish the work.

CITY AGENCIES (CLEVELAND):

The Design-Builder shall consult in detail with the Director of the Mayor's Office of Capital Projects (MOCAP) and/or his designee and carefully analyze any information furnished by the Owner concerning the specific requirements of the Project, including but not limited to, design, construction, scheduling, budgetary, or operational requirements, limitations, and objectives. The Division of Architecture and Site Development (DASD) will coordinate the project and will work closely with the Design-Builder in all phases of the development. The Design-Builder shall comply with all standards and directives established and issued by the Division of Architecture and Site Development. The City of Cleveland may retain an Owner's Representative Team to perform functions of DASD as needed.

This facility is located within the corporate limits of Cleveland, Ohio and all work shall comply with all local, state and/or federal standards and ordinances and revised codes, including but not limited to Ohio Revised Code (O.R.C.) Chapter 153, as applicable to the scope of work. Compliance with these standards is mandatory by the Design-Builder and any resources needed to gain design compliance shall be borne by the Design-Builder.

Scope of Work

OVERVIEW

It is the City's intent to hire a qualified, experienced, creative Design/Build Team ("Design-Builder") to provide full design and construction services, beginning with site investigation, through construction documents, permitting, construction, and closeout.

A. DESIGN SCOPE SPECIFICATIONS

STAGE I – WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT: Services within this Stage will establish project design parameters, scope, goals, costs, and design intent. This Stage will comprise the following Phases:

I. Phase A – Evaluation of Owner's Criteria:

A. Objective: This Phase will review the established requirements, goals, and constraints for the project. It is to include, but is not limited to, the following:

B. Process:

- i. Existing Documentation and Site Investigations: The Design-Builder is to review and reference all existing documentation, assessments, and exhibits made available by the City. Conduct site investigations as necessary to understand proposed improvement requirements; verify, validate, and determine the phasing of proposed improvements.
- ii. Project Kick-Off Workshop: Host, in collaboration with the City Staff, a workshop to establish project goals and aspirations with key project stakeholders (list of which is to be pre-approved by the Director of the Mayor's Office of Capital Projects).
- iii. Project Team Meetings: Anticipate bi-weekly meetings for this Phase.
- iv. Conceptual Phasing Plan: Create phasing plan for renovations, identifying sequence of renovations and swing space(s) to be used.

C. Deliverables:

- i. Project Kick-Off Workshop Summary: Document and memorialize outcomes of this workshop. Include any narratives, diagrams, graphics, etc. that were part of, or a result of the workshop.
- ii. Project Schedule: Provide updated project schedule. Coordinate with MOCAP and the Owner's Representative Team to incorporate project schedule into Master Schedule.
- iii. Conceptual Cost Estimate: Provide updated project cost estimate to include items learned during the Phase A.

- iv. Hazardous Material Survey: Provide a summary of hazardous materials on site and any recommended remediation.

D. Reviews and Approvals:

- i. Stage/Phase Completion: After all deliverables have been provided and incorporation of any changes ordered by the Director have been completed, the Director shall authorize the Design-Builder in writing to commence the subsequent Stage and/or Phase. The City of Cleveland may retain an Owner's Representative Team to perform functions of DASD as needed. The Design-Builder may commence tasks of subsequent Stages and/or Phases at their own risk.

II. Phase B – Preliminary Design:

- A. Objective: This Phase will establish the scope and character of design solutions within the budget and other requirements of the project. Preliminary Design documents shall be of sufficient detail and completeness to obtain a Construction Proposal as described below. Preliminary Design is to include, but is not limited to, the following:

B. Process:

- i. Site Visits and Investigations: Conduct in-depth site visits and investigations to fully understand and document extent and requirements of proposed design solutions.
- ii. Presentation: One (1) presentation to project stakeholders designated by the Director.
- iii. Project Team Meetings: Anticipate bi-weekly meetings in this Phase.

C. Deliverables:

- i. Existing Condition Drawings: Drawings which accurately document the existing conditions of the project. These drawings will serve as the background/base files for all drawings in future Stages and/or Phases of the Project. Drawings should document existing conditions of all disciplines, including, but not limited to: architecture and plumbing.
- ii. Code Summary: List all applicable codes and regulations for the site and building. Describe building data including size, construction type, occupancy, etc. and identify potentially anomalous conditions as related to code compliance, with special attention to the items listed above. The code summary must address:
 - 1. Applicability of Chapter 34 requirements for existing buildings and structures.

2. After conducting code analysis, conduct code review meeting with Authority Having Jurisdiction.

iii. Preliminary Design Package:

1. Plumbing: Narratives, preliminary plans, and diagrams which include equipment locations, distribution layouts, and proposed routing. Coordinate schematic architectural and plumbing drawings.
2. Outline specifications or sufficient written description of all materials, systems, and components proposed for use in the project.
3. Phasing Plan: indicate phased approach, if necessary, to complete the project while maintaining existing building occupancy.

- iv. Preliminary Design Estimate: Provide a cost estimate for the Preliminary Design Package. Break down costs by work area and/or system and then organize by CSI format. Utilize data appropriate for the various components of the project and its location.

- v. Preliminary Design Schedule: Provide an updated and refined schedule which identifies the sequencing, durations, and milestones of the development of the project.

D. Reviews and Approvals:

- i. General: The Design-Builder shall present the Preliminary Design deliverables to the Director and shall incorporate any changes ordered by the Director regarding the Preliminary Design or the requirements of the Project.
- ii. Stage/Phase Completion: After all review and approval requirements for this Stage and/or Phase have been met, and incorporation of any changes ordered by the Director have been completed, the Director shall authorize the Design-Builder in writing to commence the subsequent Stage and/or Phase. The City of Cleveland may retain an Owner's Representative Team to perform functions of DASD as needed. The Design-Builder may commence tasks of subsequent Stages and/or Phases at their own risk.

III. Phase C – Construction Proposal:

- A. Objective: This Phase will review the established requirements, goals, and constraints for the project and incorporate them into a formal cost proposal for construction services.

- B. The Design-Builder will obtain bids for the various subcontractor scopes of work within the project. Design-Builder will conduct bid scope reviews with the City, including review of cost, qualifications, and OEO participation.
- C. Bid review and development of GMP shall be a fully “open-book” process as defined in Ohio Revised Code 153.65.
- D. Construction Proposal shall include 10% construction contingency and 5% design contingency.
- E. Construction Proposal shall include all applicable permitting cost, including plan review and permit fees.
- F. OEO schedules for construction services are to be submitted with the Construction Proposal. OEO participation goals are described below.
- G. Deliverables:
 - i. Enumeration of Documents: Include a list of the Preliminary Design documents and other information, including the Design-Builder’s clarifications, assumptions, and deviations from the Owner’s Criteria, upon which the Design-Builder’s Proposal is based.
 - ii. Proposed Contract Sum (Guaranteed Maximum Price): Include the compensation method and a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder’s Proposal, and other items that comprise the Contract Sum
 - iii. Proposed Schedule: Include all revisions of preliminary schedules made to date. Include sufficient time for design, construction, and closeout to complete the entire project. Schedule shall include the proposed date the Design-Builder will achieve Substantial Completion.
 - iv. Bid and performance bonds shall be part of the Construction Proposal submission.

IV. Phase D – Execution of Design-Build Amendment:

- A. Objective: This Phase will review the Construction Proposal and upon Owner’s acceptance of the proposal, execute the Design-Build Amendment authorizing the Design-Builder to move to subsequent phases:
- B. Process:
 - i. Presentation/Review Meeting: Host, in collaboration with the City Staff, a meeting to review the submitted Construction Proposal with key project stakeholders (list of which is to be pre-approved by the Director of the Mayor’s Office of Capital Projects).
- C. Deliverable:

- i. Design-Build Amendment: The City will prepare the Design-Build Amendment incorporating the Owner's Criteria, the Design-Builder's Preliminary Design, the Design-Builder's Proposal, and any other reference documents produced or referenced to establish the Owner's goals and scope of the agreement.

STAGE II – WORK FOLLOWING THE EXECUTION OF THE DESIGN-BUILD AMENDMENT: Services within this Stage will be as necessary to complete and fully document the design solutions for the project and execute the construction. This Stage will comprise the following Phases:

I. Phase A – Construction Documents:

A. Objective: This Phase will produce the Construction 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). This Phase is to include, but is not limited to, the following:

B. Process:

- i. Progress Submittal Review Meetings: Per Review and Approval requirements for this Phase, submit progress deliverables at 50% and 100% completion. Host, in collaboration with City Staff and/or the Owner's Representative Team, review meetings. Attendees should include representatives from all disciplines who are capable and authorized to provide meaningful input regarding documentation progress, respective discipline/system requirements, project requirements, and scope.
- ii. Project Team Meetings: Anticipate bi-weekly meetings in this Phase.

C. Deliverables:

i. Construction Documents Package:

1. Title Sheet per City of Cleveland Standards: Code Summary, Location Map, Drawing Index, General Notes.
2. Construction Drawings: Fully developed and coordinated drawings for all disciplines suitable for bidding, permitting, and construction, including full phasing plans.

3. Technical Specifications/Project Manual: Fully developed and coordinated book format Detailed Technical Specifications for all disciplines in current CSI Master Format; Division 1 and other Specification sections as required to meet project specific building performance goals.
- ii. Construction Proposal update: Confirm all cost components of GMP based on final design.
- iii. Construction Documents Schedule: Provide an updated and refined schedule which identifies the sequencing, durations, and milestones of the development of the project.

D. Review and Approvals:

- i. Progress Submittals: The Design-Builder shall prepare and submit all Stage II, Phase A Deliverables for reviews at 50% and 100% completion and attend review meetings with the City and/or the Owner's Representative Team. All Progress Submittals 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.
- ii. Design Review and Permitting: The Design-Builder shall be responsible for obtaining and coordinating the information required by the various agencies and entities from which permits and/or approvals are needed for the Project. The Design-Builder shall also be responsible for applying for and acquiring the necessary permits and approvals. All plan review application fees to City, state and/or federal agencies as well as the cost of building permits for Construction shall be borne by the Design-Builder and included in the Construction Proposal.
- iii. Stage/Phase Completion: After all review and approval requirements for this Stage and/or Phase have been met, and incorporation of any changes ordered by the Director have been completed, the Director shall authorize the Design-Builder in writing to commence the subsequent Stage and/or Phase. The City of Cleveland may retain an Owner's Representative Team to perform functions of DASD as needed.

II. Phase B – Construction:

- A. Objective: This Phase will execute the construction of the Work. The Design-Builder shall oversee the Work, to the Design-Builders' best ability. The Design-Builder shall have responsibility for, and have oversight over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the

Design-Build Documents give other specific instructions concerning these matters.

This Phase is to include, but is not limited to, the following:

B. Process:

- i. Construction Progress Meetings: Host, in collaboration with City Staff and/or the Owner's Representative Team, progress meetings. Attendees should include representatives from all disciplines who are capable and authorized to provide meaningful input regarding documentation progress, respective discipline/system requirements, project requirements, and scope. Meetings should review items typical of construction phase services including but not limited to, progress of construction, submittals, Requests for Information (RFIs), upcoming work tasks, overall schedule, and payments.
- ii. Project Team Meetings: Anticipate bi-weekly meetings in this Phase.

C. Deliverables:

i. Meeting Minutes

1. Summary of items discussed, decisions made, and status of outstanding items as well as responsibility for completing outstanding items.

ii. Pay Applications

1. Pay Applications shall be submitted together with any professional service fees, Design-Builder fees, reimbursables, or other costs in a single monthly invoice.
2. Monthly invoice shall include a current schedule of values and overall project critical-path schedule.

iii. Submittals

1. Submittals shall be processed in accordance with attached General Conditions exhibit.

iv. Field Clarifications

1. Use of contingency and changes in overall schedule are approved by the City through the Field Clarification process outlined in the General Conditions exhibit.

ALTERNATE 1: ELECTRICAL ONE-LINE DIAGRAM: Create an diagram of electrical distribution throughout City Hall. This work may be conducted at any time during the projects, as it does not impact the rest of the project scope.

- I. Locate and trace all electrical distribution equipment, including:
 - A. Switchboards
 - B. Panelboards larger than 60A
 - C. Transformers
 - D. Generator equipment
- II. Document all electrical equipment and feeders, including disconnects/breakers for mechanical equipment
- III. Document items that do not meet current NEC

Proposal Schedule

Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be on **Friday, October 13, 2023 at 11:00 AM Local Time in room 517a City Hall**. Leave adequate time to get through security. Photo ID is required to enter City Hall.

Site Visit

A non-mandatory Pre-Proposal Site Visit of City Hall will be held on **Friday, October 13, 2023 at 1:00 PM Local Time**. This will be the **only** opportunity to visit City Hall during the pre-proposal period. Participants will meet in the hallway outside room 517a.

Questions

The deadline for any and all questions, including if this RFP should contain any discrepancies or omissions, or if the intended meaning of any part of this RFP is unclear or in doubt, shall be **Friday, October 20, 2023 at 12:00 PM Noon Local Time**. Questions should be directed/addressed via e-mail **both** to the following:

Mr. Carter Edman
cedman@clevelandohio.gov

and

Mr. Richard Seitz
rseitz@clevelandohio.gov

Email subject line shall be:
CITY HALL MEP RFI

Deadline

Proposals must be received no later than **Friday, November 3, 2023 at 12:00 PM Noon Local Time**. No proposals will 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 **both** to the following:

Mr. Carter Edman
cedman@clevelandohio.gov

and

Mr. Richard Seitz
rseitz@clevelandohio.gov

Email subject line shall be:
CITY HALL MEP 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 Design-Builder that wishes to be considered for selection to perform the Scope of Design-Build Services described in this RFP shall submit separately a Design-Build Services Proposal and a Design-Build Fee Proposal to the Division of Architecture and Site Development, as described below:

1. **Design-Build Services Proposal:** The Services Proposal shall be submitted as a pdf in 8 1/2" × 11" format. Content for this part of the Proposal Submission shall be organized as follows:
 - A. **Cover Letter (One page):** Clearly indicate contact information, including phone and e-mail, for project primary contact individual.
 - B. **Organization of the Design-Build Team (One page):** Include a description of the Design-Builder including information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the proposer that the proposer feels will assist in understanding the qualifications of the design-build team. It is highly desirable that there be a local component to the Design-Builder Team to facilitate response time to matters that require on-site reviews.
 - C. **Project Team (One Page):** Include a list of all Project Team members including consultants, sub-consultants and subcontractors and their roles on the Project as assigned by the Design/Builder. The RFP shall also identify the person from each Project Team member who will be the primary contact with the Project/Builder and any alternate personnel to be assigned to the engagement.
 - D. **Project Team Qualifications (Up to 2 Pages Each):** Include a list of all key employees to be assigned or employed on the Project by the Design/Builder. The resume of each such person shall be included in the Proposal. The Proposal shall also identify the person who will be the primary day-to-day contact with the City Project Manager and any alternate personnel to be assigned to the engagement. The Project Manager requests that only resumes of key employees be included in the Proposal and should focus on highlighting their relevant qualifications and experiences that will most likely be comparable to work as detailed in this RFP.
 - E. **Project Approach:** The Proposer shall include a description of 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, QA/QC approach, procurement, construction management, and cost and schedule management, 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 Design-Builder'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 Design-Builder plans to use to assist in performing work as required on schedule, and within budget.
- H. Special Commendations (Optional):** The Design-Builder may provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required Design-Build Services in a manner not detailed previously within this RFP.
- I. Licensure and Other Documentation:** Design-Builder shall provide professional licenses held any and all members of the Project Team including design/engineering firms, certificates of current professional liability insurance and any associations of which they hold membership.
- J. Proposed Project Schedule:** Provide a Design and Construction Schedule indicating a proposed timeline for the performances of all Design-Build Services as detailed in Section 2 Scope of Services. The Design-Builder must be prepared to commence work immediately after the execution of a Contract for Design-Build Services.
- K. Required Forms:** Submit completed 2023 Noncompetitive Bid Statement, IRS Form W9, Affidavit, and Northern Ireland Fair Employment Practices Disclosure. These forms are included with this RFP as Exhibit A.
- 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 \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$1,000,000.00 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:** Submit fee proposal for initial professional services only. Construction cost proposal will be submitted separately as outlined above in the Scope of Services. Fee proposal shall be organized as shown below.

The Fee Proposal shall be submitted as a separate pdf file in 8 1/2" x 11" format. Note that OEO schedules, which contain Design-Build Fee information, should be part of the Design-Build Fee Proposal and NOT part of the Design-Build Services Proposal. Content for this part of the Proposal Submission shall be organized as follows:

A. **Compensation:** The initial Fee Proposal to be submitted in response to this RFP shall contain the following items and be organized thus:

Fee Proposal:

- A. Design-Builder's Fee: _____
- B. Phase A – Evaluation of Owner's Criteria: _____
- C. Phase B – Preliminary Design: _____
- D. Reimbursables: _____
- E. Base Services Fee: (A+B+C+D): _____
- F. Design Contingency: (10% of E): _____
- G. **Total Design Services Fee (E+F):** _____

H. **Alternate 1 Proposed Cost** _____

a. **Contingency:** The Design and Construction Contingencies are eligible for use in performing Professional Services and Construction Services, respectively, necessary to complete the project as contemplated in this RFP but are unforeseen at the time of issuance of this RFP. Any change in Services to be paid from a Contingency shall be preceded by a Clarification, an itemized scope and fee breakdown provided by the Proposer, 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 or at prevailing wage, as appropriate, and does not exceed the available Contingency amount. *The Proposer's cost for*

overhead, profit, and other expenses contemplated for assessment against the Contingency are to be included in the proposed 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 Proposer 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/subcontractor 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. 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.

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

Item A: Design-Builder's Fee shall include all cost associated with bidding and creating the Construction Proposal.

C. Equal Opportunity Documentation: Enclosed is the Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & Schedules – Exhibit C. The Proposer 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 subconsultants/subcontractors that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- ii. **The sub-contracting goal for professional services for this Design portion of the contract is 10% Cleveland Area Small Business ("CSB") subconsultant 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. **For the Construction portion of the contract the subcontracting goals are 15% certified MBE, 7% certified FBE and 8% certified CSB subcontractor participation.**
- iii. To document its good-faith effort to utilize certified MBE, FBE and CSB subconsultants/subcontractors, 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 subconsultants/subcontractors on the project, which evidences the proposer's good-faith effort to obtain the participation of certified subconsultants/subcontractors. 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 subconsultants/subcontractors. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB subconsultants/subcontractors.
- vi. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB subconsultants/subcontractors 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 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

Throughout Stage I and II the Design-Builder shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Design-Builder to all attendees within three (3) business days of the event’s conclusion.

Project Schedule

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

- Proposed duration of each Stage and Phase.
- Milestone dates including review submittals.
- Allowance for reasonable time required for all reviews/approvals by all authorities.

The Design-Builder shall produce, maintain, update biweekly, and submit the Project Schedule at each Stage and Phase of the project, or as requested by the City or the Owner’s Representative Team.

Management of the Budget

The Design-Builder shall be responsible for managing the Project Budget, and shall, during each Stage per the Scope of Design-Build Services described in this RFP:

- Provide Cost Estimates which break down cost by work area and/or system, and then organize in CSI format appropriate to the level of project completion in Microsoft Excel, formatted for 8-1/2” x 11 paper.
- Review the Project Scope and Budget with the City and/or the Owner’s Representative Team and provide back-up documentation.
- Adjust the Project Scope and modify documents as necessary to ensure alignment of Project Scope with the Project Budget.

The City shall not consider any Stage or Phase of the Design-Build Services as complete, nor authorize the continuation of the Design-Builder’s Services, until satisfied that the Project Scope as defined in the Contract Documents can be achieved within the Project Budget.

Design-Build Services Payments

Payments for Design-Build Services shall be made in accordance with the Design-Builder’s Proposed Design-Build Fee Proposal (See Section 5 Proposal Submission Requirements). Design-Builder shall be responsible for management of the Design-Build Services Fee as follows:

- Requests for Payment, to include (provide sample for City approval):
 - Design-Build Fee Proposal Breakdown by Stage per Proposal.
 - Percent Complete, Amount Earned, Previous Billing, and Current Billing by Stage.

- Reimbursable Expenses by Phase, broken down by Current, Prior, and Billed-to-Date.

Staff logs/hours expended and reimbursable receipts for each Request for Payment. Requests for Payment shall be submitted on a monthly basis not to exceed the amounts stipulated in the Design-Build Fee Proposal, including reimbursable expenses, for each Stage and Phase.

Payments may not exceed 90% of each Stage or Phase until the Phase or Stage is satisfactorily completed and accepted by the City.

Final payment will be made only when all record and project close-out documents have been accepted by the City as complete.

Any portions of Fees or Reimbursable Allowances not utilized for any Stage or Phase may only be utilized in later Stages or Phases with prior written authorization by the City.

Composition of Design-Build Team

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

- Design-Builder including mechanical, electrical, plumbing, HVAC controls and general trades contractors / subcontractors.
 - HVAC Controls Contractors, include DDC Systems Contractor, Temperature Controls Contractor and Systems Integration Contractor.
 - General Trades may include plastering and painting.
- Architecture
- Plumbing Engineering
- Mechanical Engineer
- Electrical Engineer
- Environmental/Hazardous Material Design-Builder

It is the prime consultant's responsibility to determine the subconsultants/subcontractors required to complete this project.

Standard of Care

The standard of care of the services provided by the Design-Builder shall meet or exceed that level commonly expected of professional architects, engineers, and Design-Builders that are licensed to practice in the State of Ohio.

The Design-Builder shall assume the role of Design-Builder for all work performed under the contract and all entities that comprise the Design-Build team shall be licensed in the State of Ohio as required. All documents for the work performed under the contract shall bear a current, active professional seal recognized and as required by the State of Ohio.

The Design-Builder shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required during all Stages.

Upon request, the Design-Builder shall make field observations and conduct investigations, as required, to evaluate existing conditions during all Stages.

Upon request, the Design-Builder, through the services of a sub-Design-Builder, shall provide environmental assessment services to determine the extent and impact of the presence of hazardous materials within a project area. Individuals performing these services must be fully licensed to perform the services needed and shall work with the Design-Builder and the Division to prepare scopes of work and cost estimates for remediation work.

Site Review and On-Site Questions

It is the responsibility of the Design-Builder to be fully acquainted with the existing conditions of the project by conducting visual inspections and site visit(s) prior to proposal submission. These visits are for observation only. No discussions on-site shall be deemed official. All questions must be submitted in writing and will be responded to within an addendum to this RFP.

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 Design-Build Services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director and/or the Owner's Representative Team may modify or amend any provision of this notice, or the RFP. Proposers 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 Design-Builder Team shall be required to execute an agreement substantially in the form of the Sample Design-Build Services Agreement attached as Exhibit E as amended to incorporate the full range of Design-Build Services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Design-Builder Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Design-Build Services Contract.

Mailing List and Notifications

The Mailing List included as an exhibit to this RFP 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 (10 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 (20 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)

History of successful relevant projects of a similar scope, scale, and type, delivered on time, on budget, with the specified quality.

Proposed Schedule (15 points)

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

Compensation / Fee (15 points)

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

OEO Compliance (20 points)

In Accordance with the City’s goal of increasing the level of certified Cleveland Small Business, Minority Business Enterprise, and Female Business Enterprise participation in City contracts, the Consultant shall strive to meet the following subconsultant/subcontractor participation goals:

For the initial fee proposal (professional architecture, engineering, and preconstruction services) portion of the contract **(to be submitted with the response to this RFP)**:

- 10% certified CSB
- Note that firms which are CSB/MBE or CSB/FBE are eligible for CSB participation and are encouraged.

For the Construction portion of the contract **(to be submitted later with the Construction Proposal)**:

- 15% certified MBE
- 7% certified FBE
- 8% certified CSB

Participation percentage is measure as the subcontractors’ contract value as a percentage of the total base bid contract value. Note that suppliers (i.e. subcontractors providing material only, not labor) are evaluated, for OEO participation purposes at 60% of the supplier’s contract value.

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.

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.