REQUEST FOR PROPOSALS FOR
PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES
FOR
HALLORAN PARK ICE SKATING RINK IMPROVEMENTS
PHASE 2

Issuing Office:

City of Cleveland
Mayor's Office of Capital Projects
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, Ohio 44114
216/664-2584

PROPOSALS DUE

DATE: January 26, 2018
12:00 Noon Local Time

ALL RESPONSES SHALL BE MARKED AS:

“SEALED BID”
Proposal for Professional Architectural / Engineering Services for
Halloran Park Ice Skating Rink Improvements Phase 2
## TABLE OF CONTENTS

I. BACKGROUND AND CONCEPT ................................................................. 3 - 5

II. SCOPE OF SERVICES ............................................................................ 6 - 11

   STAGE I: PRELIMINARY DESIGN ......................................................... 6 - 7
      • Phase A - Schematic Design
      • Cost Estimation Services

   STAGE II: DETAILED DESIGN ............................................................ 7 - 10
      • Phase A - Design Development
      • Phase B - Construction Documents
      • Phase C - Bidding and Award
      • Cost Estimation Services

   STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT ... 11

III. OTHER CONDITIONS AND INFORMATION ......................................... 11 - 13

IV. PROPOSAL SUBMISSION REQUIREMENTS ........................................ 13 - 20

V. SELECTION CRITERIA ........................................................................ 21 - 23

VI. OTHER PROPOSAL INFORMATION .................................................... 23 - 24

VII. MAILING LIST .................................................................................. 25 - 29

### EXHIBITS:

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 & OEO SCHEDULES

EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY and PROCEDURE

EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT

EXHIBIT F: CONSULTANT SELECTION QUESTIONNAIRE

EXHIBIT G: STAGE / PHASE SUBMITTAL CHECKLIST

EXHIBIT H: SELECTED BUILDING PLANS / BUILDING ASSESSMENT
REQUEST FOR PROPOSAL

PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR
HALLORAN PARK ICE SKATING RINK IMPROVEMENTS
PHASE 2

City of Cleveland:
Mayor’s Office of Capital Projects
Matthew L. Spronz, P.E., PMP, Director
Division of Architecture and Site Development
Mark Duluk, RA, AIA, Section Chief - Architecture, Project Manager

Date: December 21, 2017

I. BACKGROUND AND CONCEPT

It is the intent of the City of Cleveland Mayor’s Office of Capital Projects, through this Request for Proposal (RFP), to solicit proposals for Professional Architectural/Engineering Services for Public Improvements at the Halloran Park Ice Skating Rink Phase 2. These improvements shall consist of alterations to the existing facilities in order to provide upgraded facilities to support and house existing and expanded recreational programs at the facility.

Various City of Cleveland departments maintain responsibilities for this particular property and will actively participate in decisions regarding the Project. The City of Cleveland’s Department of Parks, Recreation and Properties manages over one hundred fifty (150) parks, playgrounds, and green spaces, with twenty five (25) playgrounds staffed seasonally with Division of Recreation employees. The City of Cleveland Department of Public Works owns and operates twenty-one (21) recreation centers. The Division of Recreation manages the daily operations at these facilities, while the Division of Property Management provides maintenance services on an on-going basis. Consultants will be expected to interact with these End Users and provide consideration for their input. However, the City’s Division of Architecture and Site Design will administer the contract for the consulting services for this Project, manage communications with End Users, and provide direction to Consultants.

The Halloran Skating Rink, built in 1958, is located in Halloran Park at 3550 West 117th Street, Cleveland, Ohio 44111 and is positioned on the city’s west side between Linnet and Cooley Avenues.

The Halloran Park Ice Skating Rink is an active facility that offers numerous recreational programs to the surrounding community for residents of all ages. Considered among the best places to go ice skating in Cleveland, Halloran Park is a recreational center that offers ice skating for the whole family from October to April. Ice sports include recreational hockey, guidance in figure skating, speed skating, couple figure skating or skating just for the fun of it. In addition, Halloran Park offers a leadership program for teens ages 12 to 16, which allows the teens to help with the ice rink and participate in special events at the area. It also encourages the teens to share their love of the ice with the youth and provide a role model for the younger ones attending the arena.
The existing Skating Rink is a single-story structure consisting of approximately 21,500 gross square feet that includes an outdoor ice rink covered with a roof but not enclosed with exterior walls as well as an adjacent Shelter House building. An assessment of the facility was conducted in 2007 to determine conditions. In response to this report and in an effort to advance improvements, a subsequent study was conducted to further evaluate critical priorities and determine recommendations for an approach to renovations. Initial documentation regarding the facility including record drawings, assessment documents, and recommendations are available at this link:

https://www.dropbox.com/sh/gwoyxt5m1uoiuv6/AACxIeu8oeJbNhmsPbhPkJWYCa?dl=0

To implement necessary improvements at this facility it is the City’s intention to proceed incrementally, with determination of projects and phases to be based on recreational programming priorities, relative cost, and availability of funding.

Phase 1 Improvements to this facility were accomplished during 2016 with a scope of work that included replacement of the damaged evaporative condenser unit.

The current proposed scope for the Phase 2 Improvements to this facility includes replacement of the balance of the rink refrigeration system including but not limited to:

- Replace Chiller
- Remove existing dasherboards, floor, and piping
- Install a new sub-floor heating system to prevent permafrost heaving
- Install a new rink floor utilizing polyethylene (PEX) tubing and a glycol piping system
- Install new dasherboards

In addition to the scope listed herein above, the City would also like to develop a design solution to mitigate condensation issues as part of the objectives for the Phase 2 Improvements. Given the unique nature of this facility, the City seeks a competent Architectural and Engineering Team (“Consultant”) qualified and experienced in the design of recreational facilities with expertise in outdoor skating rinks with roof structures to engage collaboratively in determining the most effective approach to achieving the goals of this Project.

The City will determine the Project Budget and funding allocation for the Phase 2 Improvements subsequent to and based upon confirmation of the scope of work and estimate of Construction Cost obtained at the conclusion of STAGE 1: PRELIMINARY DESIGN Consulting Services. Once determined, the Project Budget will include both hard and soft costs associated with the Project. Soft costs include, but are not limited to: professional services fees, allowable reimbursable expenses, surveys, testing, agency, and utility provider fees. Hard costs include, but are not limited to: materials, labor, equipment, testing, permits, general conditions, overhead and profit.

**STAGE I: PRELIMINARY DESIGN** services shall include: Phase A - Schematic Design; and Cost Estimation services.

As part of Stage I services, the Consultant is to reference and review the existing building and site facilities drawings, and Existing Facility Assessment, which will be made available to the Consultant by the City. The Consultant is to review recommendations proposed under the previous plans and assessments, and during their own site visits and field assessments is to verify and determine improvements to be included in the current scope. Accurate base drawings, a schematic design, and a cost estimate are to be provided by the Consultant Team.
Once these Stage I services are complete and thoroughly reviewed, analyzed, and approved by the City, then Stage II services shall be authorized to commence.

**STAGE II: DETAILED DESIGN** services shall include: Design Development; Construction Documents; Bidding and Award services; and Cost Estimation services as required for the execution of the Scope as established in Stage I, which will be determined by the City based on the project priorities and actual funding available at the completion of the Stage I services. Once these Stage II services are complete and thoroughly reviewed, analyzed, and approved by the City, then the Stage III services shall be authorized to commence.

**STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT** services shall consist of Construction Administration services as required for the execution of Construction Scope as defined by the Stage II Scope.

**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 Consultant 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 Consultant, other than usual disclaimers for reliance of accuracy of use of another person’s work product.

**Possible Separate Bid Packages:** The City desires that the Scope of Work determined as appropriate to move forward with into Stage II and Stage III services be bid as one bid package. However, based on the availability of funding, the Consultant 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 services, if there is more than one bid package. The Consultant shall include in its’ Fee any additional costs that may be incurred in the event that the City desires to issue up to three (3) bid packages to accomplish the work.

**City Agencies (Cleveland):** The Consultant 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 Consultant in all phases of the development. The Consultant shall comply with all standards and directives established and issued by the Division of Architecture and Site Development.

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 Consultant and any resources needed to gain design compliance shall be borne by the Consultant.
II. SCOPE OF SERVICES
It is the City’s intent to hire a competent Architectural and Engineering Team (“Consultant”) qualified and experienced in the design of recreational facilities with ice rinks for the execution of the scope of work as described in this RFP. This scope of work is 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: Schematic Design
- Cost Estimation Services

STAGE II: DETAILED DESIGN - Services to complete design documentation and solicit bids for the Construction Scope, 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 the Construction Scope.

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 – Schematic Design; and Cost Estimation services as necessary to establish the Project Scope and Cost.

Phase A – Schematic Design:
Objective: The Schematic Design shall establish and address the requirements, goals and the constraints for this project. One of the objectives for this Phase is to ensure that possible viable options for design solutions have been explored, reviewed, and analyzed. In addition the Schematic Design Phase is to provide a general view of the project components and the scale of the project including spatial relationships, character, and layout to further establish the project scope within the requirements and budget of the Project.

Deliverables: 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:
- 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: Consultant will review the Existing Facility Assessment and, in collaboration with City Staff, confirm goals and priorities for this Project’s Scope of Work. This will include identifying possible items to be addressed as bid alternates.
- Documentation of precedents and supporting materials to suggest different methods of approaching the design while meeting project requirements.
- Documentation of comparative analysis of options for different means of accomplishing the goals and objectives for the facility and recommendation for most viable and appropriate design approach and solution.
- Preliminary product selections with technical data and/or sketches illustrating proposed design concept(s).
- Staff/User Meetings: Two (2) Staff/User Meetings are anticipated for this Phase.
- Accurate Existing Conditions Plans based on actual field verification of dimensions and conditions by the Consultant.
- Schematic drawings and specifications illustrating and describing the architectural and engineering components of the Project.
- Schematic Plan Drawings illustrating all components of the Project including the size, scale, location, dimensions, and character of physical systems and equipment including any potential additional structure(s).
- Schematic Elevations and Section Drawings which illustrate the spatial relationships, construction, materials and character of the Project.
- Written description of all materials, components, and systems 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.
- Schematic Design Package and Cost Estimate in CSI format, for the Scope of Work determined as appropriate given project priorities and available funding.

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 format.

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 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.

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 Sequence 1 Scope of Work.

**Phase A · Design Development:**

**Objective:** The primary objective of the Design Development Phase is to complete all design required for the project in preparation for proceeding into production of Construction Documents.
Deliverables: Based upon the Director’s approval of the Stage I Phase A 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**: Site Plan, Dimensioned Floor Plans indicating sizes and construction of all components, Roof Plan, Furnishing and Equipment Plan, Enlarged Plans and Sections, Room finish Plans/Schedule, Building Sections, Door and Window Schedules, Preliminary Wall Sections and Building Details, and Reflected Ceiling Plans.
- **Mechanical**: Heating/Cooling Load Calculations, Equipment Schedules, HVAC Plans indicating main and branch ductwork and Equipment.
- **Plumbing**: Plumbing Calculations, Fixture Schedules, Plumbing Plans indicating all Supply and Drainage piping and equipment.
- **Electrical**: Floor Plans locating all equipment and loads, Site Plan with site lighting and fixture types, Lighting Plans with preliminary circuiting, Preliminary Panel Schedules.
- **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**: Based upon the Director’s approval of the Construction Sequence 1 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 will likely include, but not be limited to, the following:
• **Title Sheet** per City of Cleveland Standards, including:
  o Code Summary
  o Location Map
  o Drawing Index
  o General Notes

• **Architectural**:
  o Fully developed and dimensioned Floor Plans and Enlarged Floor Plans of key building areas as required.
  o Elevations, Schedules, and Details.
  o Finish and Color Schedules.
  o Reflected Ceiling Plans and Details as required.
  o Architectural Details.
  o Finish Plans and Details.
  o Equipment Plans.

• **Structural**:
  o Concrete Slab and Footing Plans and Details

• **Mechanical**:
  o Mechanical Equipment and Exterior Louver Schedules
  o HVAC Floor/Reflected Ceiling Plans indicating all ductwork, equipment, and diffusers/return air grilles.
  o Mechanical Piping Plans, Riser Diagrams, and Piping Schematics.
  o Enlarged Equipment Area/Room Plans.
  o Mechanical Design Details.
  o Ductwork and wall penetration details, including dampers and rated firestopping assemblies.

• **Plumbing**:
  o Plumbing Fixture Schedules.
  o Plumbing Floor Plans indicating all plumbing fixtures, domestic water, storm, waste, vent and gas piping, meters, and equipment, including utility connections.
  o Plumbing Riser Diagrams.
  o Plumbing Design Details.
  o Enlarged Plumbing Equipment Area/Room Plans.
  o Fire Protection Plans.

• **Electrical**:
  o Lighting Fixture and Control Schedules.
  o Power Riser Diagrams and Panel Schedules.
  o Power Plans, including Electrical Service.
  o Lighting Plans
  o Telecommunications/Technology/Security Plans.
  o Enlarged Electrical Equipment Area/Room/Server Room Plans.
  o Electrical Details.
  o Electrical Site Plan and Details.

• **Technical Specifications/Project Manual**:
  o 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 participate in a weekly conference call-in meeting, and shall attend the weekly meeting 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 and 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 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/or 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 contractors punch lists for Substantial Completion and Final Acceptance.
- Provide services to obtain complete Commissioning of all completed systems and construction.
- Assist the City in resolving all post-occupancy claims of deficient work during the one-year warranty/guarantee period.
- Participate in warranty/guarantee inspections at the conclusion of the warranty/guarantee period.

III. OTHER CONDITIONS AND INFORMATION

Formats for Deliverables: All deliverables for all Stages and Phases shall be submitted in native software formats (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files and Meeting Minutes; “~.pdf” AND Microsoft Project® for Project Schedules) via electronic download at the end of each Stage and Phase 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 in Microsoft Project®, 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 Consultant shall produce, maintain, update biweekly, and submit the Project Schedule at each Stage and Phase of the project, or as requested by the City.

**Management of the Budget:** The Consultant shall be responsible for managing the Project Budget, and shall, during each Stage per the Scope of Work described in this RFP:
- Provide Cost Estimates 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 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 Professional Services as complete, nor authorize the continuation of the Consultant’s Services, until satisfied that the Project Scope as defined in the Contract Documents can be achieved within the Project Budget.

**Professional Services Payments:** Payments for Professional Services shall be made in accordance with the Consultant’s Proposed Fee (See Section III Proposal Submission Requirements – Item P.) Consultant shall be responsible for management of the Professional Services Fee as follows:
- Submit Sample format for Requests for Payment for City Approval; to include:
  - Fee Breakdown by Stage and Phase per Proposal.
  - Percent Complete, Amount Earned, Previous Fee Billing, and Current Billing by Stage and Phase.
  - 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.
- Submit Requests for Payment on a monthly basis not to exceed the amounts stipulated in the Fee, 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 Consultant Team:** It is anticipated that involvement by the following disciplines and services will be required throughout this Project in varying degrees:
- Architecture
- ADA Compliance
- Electrical Engineering
- Mechanical Engineering (HVAC, Plumbing & Fire Protection)
- Specialty Engineering (i.e.: mechanical engineering design for ice rinks)
- Humidity Management analysis

**Standard of Care:** The standard of care of the services provided by the Consultant shall meet or exceed that level commonly expected of professional architects and engineers that are licensed to practice in the State of Ohio.

The Consultant shall assume the role of “Architect-of-Record” and “Engineer-of-Record” for all work performed under the contract and shall be licensed in the State of Ohio. All documents for the work performed under the contract shall bear a current, active professional seal recognized by and as required the State of Ohio.
The Consultant shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required during all Stages.

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

Upon request, the Consultant, through the services of a sub-consultant, 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 Consultant 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 Consultant to be fully acquainted with the existing conditions of the project by conducting visual inspections and site visit(s) prior to proposal submission. Site visits to the Halloran Skating Rink may be conducted only during the hours of normal operation and when the facility is open to the public. 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.

*Disclaimer:* The City advises that the Halloran Skating Rink, although a fully functional facility, may have conditions in selected areas that warrant due care and that proposers entering the structure do so at their own risk and are further advised to wear appropriate protective clothing, footwear, eye protection and dust protection to ensure their personal safety. The City shall not assume any liability for personal safety.

**IV. PROPOSAL SUBMISSION REQUIREMENTS**

Each Consultant that wishes to be considered for selection to perform this scope of services shall submit to the Division of Architecture and Site Development the following items:

A. **Cover Letter**

Include phone and e-mail contact information for primary Project contact Person.

B. **Organization of the Firm**

Include a description of the Consultant Firm 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 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 Approach**

The Consultant shall include a description of their management approach and technical approach for the proposed Scope of Services. A specific and complete list of proposed deliverables shall also be included.

D. **Ability to Perform Scope of Services**

At a minimum, demonstrate how the firm meets the following qualifications:

1. A minimum of five (5) years of professional architectural/engineering experience with projects of similar scope of work. Each project reference should include a short description of the scope of work, the engineering and construction budget amount, the timeframe required for completion, and any exceptional successes, or challenges encountered during the project.

2. Experience coordinating with and obtaining required advisory panel approvals, building and other regulatory permits from various City of Cleveland offices.
E. Capacity to Perform Work
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.

F. Special Commendations
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. Inclusion of expert historical preservation design professionals on the Consultant is strongly encouraged.

G. Qualifications of Project Team
Include a list of all key employees to be assigned or employed on the Project by the firm. The resume of each such person shall be attached to the Proposal (limit of 1 page for each). The Proposal shall also identify the person who will be the primary contact and any alternate personnel to be assigned to the project. Only resumes of key employees are to be included in the Proposal and significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will be comparable to work as detailed in the RFP. Client references shall be included with telephone numbers and email addresses.

The Consultant shall provide: professional licenses held by any and all members of the Project Team including design/engineering firms; certificates of current professional liability insurance; and any associations to which they hold membership.

Demonstrated cost estimating knowledge in particular in historic renovations, additions and alterations as may be relevant to the Project.

In the event an interested group or combination of consultants is proposing a joint venture, collaboration or similar arrangement with other firms, please state the nature and hierarchy of the relationship in the proposal.

H. Project Team
Include a list of all proposed sub-consultants, technicians and testing agencies and their roles on the Project as assigned by the Prime Consultant. A one-page resume of each key person shall be attached to the proposal. The proposal shall also identify the person from each sub-consultant who will be the primary contact with the Consultant Team and any alternate personnel to be assigned to the project. Only resumes of key employees are to be included in the proposal and significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will be comparable to work as detailed in this RFP. Client references with telephone numbers and email addresses shall be included.

The City of Cleveland expects the prime contract holder for the Professional Services contract to display team leadership for all services provided through this Contract. The prime contract holder shall actively manage its sub-consultants to ensure the best outcomes for the City. Such active management shall include, but is not limited to:

1. Confirmation that sub-consultants’ teams are appropriately staffed to meet their obligations.
2. Coordination of the Work of all disciplines throughout all Stages and Phases, well before Work is issued for bidding.

3. Routinely perform a peer review, evaluation, and coordination of their sub-consultants’ work well before work is issued for City review, bidding and in certain cases, a full QA/QC, and/or cost estimate, when requested.

Therefore, the prime contract holder should act as mentors to support the work of its sub-consultants and help build the strength and capacity of their practices.

I. Proposed Design Schedule
Provide a Design Schedule indicating a proposed timeline for the performances of all Professional Services as detailed in Section II Scope of Work.

The Consultant must be prepared to commence work immediately after the execution of a Contract for Professional Services.

J. Consultant Selection Questionnaire
Interested Consultants shall complete and submit the Consultant Selection Questionnaire as part of their proposal. Refer to Exhibit F.

K. Compliance Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2018 is enclosed as Exhibit A for use with contracts to be awarded in 2018. All Consultants submitting proposals for contracts awarded on or after January 1, 2018 must initially submit a notarized 2018 affidavit. If award of contract extends into 2018, then an updated form shall be required.


Submit the 2018 Statement with a letter, whichever is appropriate, in the separate sealed envelope that contains the fee proposal.

L. Northern Ireland Fair Employment Practices Disclosure
Interested Consultants shall complete and submit the Northern Ireland Fair Employment Practices Disclosure form as part of their proposal. Refer to Exhibit B.

M. Mayor’s Office of Equal Opportunity
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. If a Schedule is not applicable, it must be marked N.A. and signed.

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:


1. 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 Cleveland, Ohio, 1976 (“C.O.”), and any Regulations promulgated under the Code, which Code and Regulations are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor’s:

a) Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement:

b) Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department:

c) 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
d) 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 (e.g. 30% completion, 60% completion, 90% completion).

2. Failure to Comply. 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.

a. 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.

b. 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.

c. 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”.

d. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at http://www.city.cleveland.oh.us. On the home page, select “Office of Equal Opportunity” from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “Certification and Compliance Reporting System.” A new window will open and a selection for “CSB/MBE/FBE Registry” will appear on the left-hand column.

e. 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.

f. 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.

g. The Cleveland Area Business Code, any Regulations promulgated under the Code, and the OEO Notice to Bidders & Schedules are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

N. Certificate of Insurance
The Consultant shall 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:

1. 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.

2. 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.

3. Workers’ compensation and employer’s general liability insurance as provided under the laws of the State of Ohio.

4. Statutory unemployment insurance protection for all of its employees.

5. Such other insurance coverage(s) as the City may reasonably require.

O. Certificate of Authorization or Certificate of Exemption

Interested Consultants shall 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.

P. Compensation

The Consultant’s proposal shall indicate the proposed fee for each of the Stages and Phases of service as defined previously, shall include an appropriate amount for reimbursable expenses in each Stage, and shall indicate a total Lump Sum Fee as follows:

STAGE I: PRELIMINARY DESIGN – Subtotal:______(25%)

   Phase Subtotals including Cost Estimation:
   - Phase A - Schematic Design:_____

STAGE II: DETAILED DESIGN – Subtotal:_____(50%)

   Phase Subtotals including Cost Estimation:
   - Phase A - Design Development:_____(15%)
   - Phase B - Construction Documents:_____(30%)
   - Phase C - Bidding and Award:_____(5%)

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT:_____(25%)

   Construction Administration:_____(25%)

TOTAL PROPOSED LUMP SUM FEE:_____(100%)

DESIGN FEE CONTINGENCY – 10% of Total Proposed Lump Sum Fee:_____

TOTAL PROPOSED REIMBURSABLE ALLOWANCES:__________

Subtotals:
- Stage I Reimbursable Allowance:_____
  - (Identify Geotechnical, Environmental, and Survey costs individually)
- Stage II Reimbursable allowance:_____

2017-12-20 Halloran Ice Rink Improvements RFP Phase 2 AE   Page 17 of 30
• Stage III Reimbursable Allowance: _______

**TOTAL PROPOSED COMPENSATION:** _______
(Containing Design Fee Contingency and Reimbursable Allowances)

**Design Fee Contingency:** The Design Fee 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 Design 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 Design Fee Contingency are to be included in the Lump Sum Fee and not in the Design Fee Contingency.

**Reimbursable Expenses:** Reimbursable expenses shall be accounted for and reimbursed according to the City of Cleveland Professional Services Contracts Reimbursables 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 phase 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 Stage may only be carried over to subsequent stages/phases after written approval.

**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 a separate sealed envelope marked ‘Professional Services Fee’, which is to be attached to the main proposal package, the interested Consultant shall submit one (1) original hard copy and one (1) digital copy, on compact disc or flash drive, of the interested consultant’s Professional Services Fee. Included in the envelope, 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:

a. Principal Architect .................................................. $______ per hour.
   (Registered/licensed with 10+ years’ experience)

b. Principal Engineer .................................................. $______ per hour.
   (Registered/licensed with 10+ years’ experience)

c. Principal Landscape Architect ............................... $______ per hour.
   (Registered/licensed with 10+ years’ experience)

d. Project Architect .................................................. $______ per hour.
   (Registered/licensed with 5+ years’ experience)

e. Project Engineer .................................................. $______ per hour.
   (Registered/licensed with 5+ years’ experience)

f. Project Landscape Architect ................................. $______ per hour.
   (Registered/licensed with 5+ years’ experience)

g. Architectural Designer ......................................... $______ per hour.
   (Non-registered/licensed with 3+ years’ experience)
h. Engineering Designer ........................................ $_______ per hour.
   (Non-registered/licensed with 3+ years' experience)

i. Landscape Architect Designer ................................ $_______ per hour.
   (Non-registered/licensed with 3+ years' experience)

j. Architectural CAD Technician ................................ $_______ per hour.
   (Non-registered/licensed with at least Associate degree)

k. Engineering CAD Technician ................................ $_______ per hour.
   (Registered/licensed with at least Associate degree)

l. Landscape Architect CAD Technician ...................... $_______ per hour.
   (Non-registered/licensed with at least Associate degree)

m. Administrative Support .................................... $_______ per hour.
   (Non-registered/licensed with 3+ years' experience)

n. In-house printing cost for Black and White copies, 8-1/2"x11" in size: $_______ per each.

o. In-house printing cost for Black and White copies, 11"x17" in size: $_______ per each.

p. In-house printing cost for Color copies, 8-1/2"x11" in size: $_______ per each.

q. In-house printing cost for Color copies, 11"x17" in size: $_______ per each.

r. Cost for large format Black and White prints/plots: $_______ per each.

s. Cost for large format Color prints/plots: $_______ per each.

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 (see Section V.)

Q. Organization of Proposal:
Proposal shall be submitted in 8 1/2" x 11" format, one (1) original and three (3) copies (bound individually) with one (1) compact disc or flash drive with the entire proposal in digital format. Each individual section shall be identified as follows:
1. Cover Letter
2. Organization of the Firm including an organizational chart
3. Project Approach
4. Ability to Perform Scope of Services including recent projects indicating the consultant(s) experience in the project building type.
5. Capacity to Perform Work
6. Special Accommodations
7. Qualifications of Project Team including resumes of proposed personnel to participate in this project.
8. Project Team including resumes of proposed personnel to participate in this project.
10. Required Documents:
   a. Consultant Selection Questionnaire, Exhibit F
   b. Non-Competitive Bid Contract Statement and W-9 form, Exhibit A
   c. Northern Ireland Fair Employment Practices Disclosure, Exhibit B
   d. O.E.O. Schedules 1 through 4, Exhibit C
   e. Certificate of Liability General Insurance
   f. Certificate of Liability for Errors and Omissions
   g. Certificate of Authorization or Certificate of Exemption
   h. Compensation (in a separate sealed envelope)

R. Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed. 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.

S. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-reusable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested. Marketing documents, such as brochures, advertisements, etc. shall not be permitted.

T. Should this RFP contain any discrepancies or omissions, or if the intended meaning of any part of this RFP is unclear or in doubt, please send a written request for clarification or interpretation no later than 12:00 Noon, Local Time, January 16, 2018, to:

Ms. Mark Duluk, Section Chief · Architecture
Division of Architecture and Site Development
Mayor's Office of Capital Projects
601 Lakeside Avenue, Room 517A
Cleveland, Ohio 44114

Requests for clarification or interpretation may be submitted via e-mail to mduluk@city.cleveland.oh.us.

U. The City’s Rights and Requirements

1. 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.

2. 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.

3. 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.

4. 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.
V. SELECTION CRITERIA

A. 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 Accommodations as defined in the previous Section V.

B. Credentials of Key Personnel (25 points)
Credentials of Key Personnel includes Qualifications of the Project Team and Project Team as defined in the previous Section V., 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.

C. Compensation/Fee (20 points)
This item will be reviewed after the evaluations of qualifications have been completed.

D. Proposed Schedule / Demonstrated Ability (10 points)
Proposed Schedule to complete the work and demonstrated ability to meet proposed schedules and budgets on past projects.

E. Compliance with the 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.

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 Personal (“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.
      1) “City of Cleveland Small Business” or “CCSB.”
      2) “Cleveland Area Small Business” or “CSB.”
      3) “Cleveland Area Business Code” or “CAB Code.”
      4) “Female Business Enterprise” or “FBE.”
      5) “Minority Business Enterprise” or “MBE.”
      6) “Office of Equal Opportunity” or “OEO.”
      7) “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.
      8) “Proposer” means a Person submitting a Proposal to the City.
      9) “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 or from a CSB, MBE, or FBE joint venture. The contracting department shall apply evaluation credit according to the following criteria:
      1) 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.

2) 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 a CSB when 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.

3) 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”).

4) The City may consider a proposer’s location as a factor in selecting a proposal for contract award. Proposers with main offices located in the corporate limits of Cleveland, Ohio, first, and Cuyahoga County, second, may receive preferential status at the discretion of the City.

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 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 amount of a proposal submitted by a proposer or of the contract executed based on the proposal. The City will use only the actual proposal upon which the City and the proposer have agreed for approval and a contract award based on that proposal.

2. Proposer’s Good-Faith Effort

Each proposer shall make and document its good-faith efforts to meet every 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.

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. See Exhibit C.
It is the Proposer's responsibility to verify that team members are currently registered with the City of Cleveland's Office of Equal Opportunity at the time of submission. Firms not in good standing at the time of submission will not be counted towards meeting the participation goal mentioned previously.

F. 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.

VI. OTHER PROPOSAL INFORMATION
A. Pre-Proposal Conference / Site Visit
A Non-Mandatory Pre-Proposal Conference will be held on Tuesday, January 9, 2018 at 1:30 pm, Local Time, Cleveland City Hall, Room 517a, 601 Lakeside Avenue, Cleveland, Ohio, 44113. Attendance is not mandatory however it is highly encouraged. For reasons of security, those planning to attend the pre-proposal conference and/or site visit must provide photographic identification in order to enter City of Cleveland facilities.

B. Deadline for Questions
The deadline for any and all questions shall be 12:00 PM Noon, Local Time, on Tuesday, January 16, 2018. Questions should be directed/addressed in writing to:

Mr. Mark Duluk AIA, Section Chief - Architecture
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, OH 44114-1015
T: 216.664.2304
F: 216.664.4220
E: mduluk@city.cleveland.oh.us

C. Proposal Deadline
1. Proposals must be received no later than 12:00 Noon, Local Time, on Friday, January 26, 2018, by Mr. Mark Duluk, AIA, Section Chief - Architecture, Division of Architecture and Site Development. 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.

2. The proposal shall consist of four (4) hard copies [one (1) original and three (3) duplicate copies] and one (1) electronic (digital) copy on compact disc or flash drive.

3. Proposals shall be mailed or delivered to the following address which must be clearly identified on the outside of the sealed envelope(s):

Mr. Mark Duluk AIA, Section Chief - Architecture
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, OH 44114-1015
Proposal for Professional Architectural and Engineering Services for Halloran Park Ice Skating Rink Improvements Phase 2
D. **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 reissue 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.

E. **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.

F. **Economy of Preparation**

Proposals should be prepared simply and economically in 8½" x 11" vertical format, providing straightforward, concise descriptions and information. **Company brochures and marketing materials will not be accepted.**

G. **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.

H. **Mailing List and Notifications:**

The following 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. Mark Duluk AIA, Section Chief - Architecture, in writing (via e-mail to mduluk@city.cleveland.oh.us) 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.
### VII. MAILING LIST – RFP for the Halloran Ice Rink Improvements Phase 2

**PROJECT:** Halloran Skating Rink Phase 2  
**SERVICES:** Professional Architecture/Engineering Design Consulting  
**DATE:** 11/20/17

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ADDRESS</th>
<th>TELEPHONE</th>
<th>CONTACT</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AECOM</td>
<td>1375 Euclid Avenue, Suite 600</td>
<td>216.622.2400</td>
<td>Marino Curati</td>
<td><a href="mailto:marino.curati@aecom.com">marino.curati@aecom.com</a></td>
</tr>
<tr>
<td>Andrus Architecture</td>
<td>11629 Northland Drive, Suite 200 Rockford, MI</td>
<td>616.863.8850</td>
<td>Robert Andrus</td>
<td><a href="mailto:robert@andrusarchitecture.com">robert@andrusarchitecture.com</a></td>
</tr>
<tr>
<td>ASC Group, Inc.</td>
<td>7123 Pearl Road, Suite 107 Middleburg Heights, OH</td>
<td>440.845.7590</td>
<td>Shaune Melissa Skinner</td>
<td><a href="mailto:sskinner@ascgroup.net">sskinner@ascgroup.net</a></td>
</tr>
<tr>
<td>Bialosky + Partners, Architects, LLC</td>
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</table>
EXHIBITS

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 &
OEO SCHEDULES

EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY AND
PROCEDURE

EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT *(TO BE AMENDED AS
NECESSARY TO INCORPORATE SPECIFICS OF THE PROJECT)* and CITY OF
CLEVELAND PROFESSIONAL SERVICES CONTRACTS REIMBURSABLES
POLICY

EXHIBIT F: CONSULTANT SELECTION QUESTIONNAIRE

EXHIBIT G: STAGE / PHASE SUBMITTAL CHECKLIST

EXHIBIT H: SELECTED BUILDING PLANS / BUILDING ASSESSMENT