

Request for Qualifications for Architectural Services
Fairhill Center
Kinship Village Project

Fairhill Center invites qualified architectural firms to submit a statement of qualifications for architectural and engineering services. Although the full scope of the project has not been determined, the project will consist of renovation and adaptive re-use of two existing 1920s era three storey buildings totaling approximately 22,500 square feet, from which asbestos and lead-based paint has been removed and/or abated. The buildings are located on the Fairhill Center campus and are referred to as Building #6 and Building #9 and the work completed and inspected. To the extent possible, the principles of universal design and "visitability" should be incorporated. Renovations to include new residential apartment units; existing and new community rooms; and existing exterior façade. Scope also includes limited modifications to the building shell including replacement of the existing doors and windows, patching and repair of the roofs and gutters, tuck pointing and repair of the masonry; replacing the porches, and portico and adding a handicapped accessible ramp on Building #9. The interior scope also includes the total replacement of the buildings' MEP infrastructure. The center stair between the first and third floors of Building #9 will be removed and a new elevator will be added. Scope should further include ensuring that the infrastructure for public utilities is adequate to serve both buildings. The project is to be implemented in such a way so as to qualify for the "LEED Certified" standard.

Architectural firms interested in being considered for a contract to provide the required services should reply with a proposal no later than Noon on April 15, 2009. Proposals received after this deadline may not be considered. **ALTHOUGH COMPETITIVE PRICING IS AN IMPORTANT CRITERION FOR SELECTION, THE LOWEST PRICE WILL NOT NECESSARILY DETERMINE WHICH FIRM IS AWARDED THE CONTRACT.**

Requirements for the proposals are stated below. Requests for clarification, site visits and project briefings may be addressed by telephone, e-mail, in writing or by fax to:

Mr. M. C. Gathercole, Associate Director, Fairhill Center, 12200 Fairhill Road, Cleveland, Ohio 44120. Telephone: (216) 421 1350, extn. 118. Fax: (216) 421 8874
E-mail: mcg@fairhillcenter.org

Request for Qualifications for Architectural Services

Fairhill Center intends to contract for architectural and engineering services, to include:

1. Review of all facilities to include documentation of all existing conditions including structure and sites.
2. Evaluation of critical building components within each facility. Components include building envelope and structural system; All mechanical, plumbing and electrical systems have been removed.
3. Development of physical plant recommendations, including improvements to systems described above and to new geothermal, mechanical, plumbing and electrical systems to meet building code standards.
4. Contracting with the selected architectural firm for professional services for the project.

Firms wishing to submit their qualifications shall include the following minimum information:

- Information regarding the firm's history
- Education and experience of owners and key technical personnel, to include LEED accreditations.
- The technical expertise of firm's current staff
- Evidence of the firm's commitment to and/or experience in performing engineering and geothermal studies; universal design, "visitability", sustainability, adaptive re-use and historic preservation; code issues; cost estimating; construction administration; construction observation; and design/build projects
- Availability of staff and firm's equipment and facilities
- References for similar projects
- A statement of design philosophy

In addition to estimates for this architectural and engineering work, submitting firms should supply alternate estimates for each of the following:

- The cost of including LEED provisions
- The cost of verifying those LEED provisions for certification
- Feasibility study and, if feasible, providing geothermal power
- Executing the project as a design/build contract

Submitting firms shall include two complete hard copies and one electronic copy (PDF format on CD) of their Statement of Qualifications by Noon on April 15, 2009 to:-

Mrs. E. Cisek,
Fairhill Center,
12200 Fairhill Road
Cleveland,
Ohio 44120.
Telephone: (216) 421 1350, extn. 117
E-mail: ecisek@fairhillcenter.org
Fax: (216) 421 8874

TERMS AND CONDITIONS

1. ACCEPTANCE. Documents which contain terms additional to or different from those set forth in this Agreement shall not be binding upon the Owner. Commencement of the Services by the Architectural Firm shall constitute acceptance by the Architectural Firm of the terms and conditions of this Agreement.

2. EVALUATIONS. The Architectural Firm shall (a) evaluate the Owner's Criteria and make appropriate recommendations regarding appropriate revisions to the Owner's Criteria; (b) review applicable Legal Requirements, correlate Legal Requirements with the Owner's Criteria, and advise the Owner if any portion of the Owner's Criteria may cause a violation of Legal Requirements ("Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any governmental or quasi-governmental entity having jurisdiction over the Project); (c) advise the Owner of the need or advisability of securing tests, analyses, studies, reports or consultants' services in connection with the evaluation of the Owner's Criteria and the development of the financing Documents and the financing Presentation Booklet; (d) consult with the Owner's Contractor and the Owner regarding alternative approaches to design and construction; and (e) visit the Project site, become familiar with the local conditions and correlate observable conditions with the requirements of the Owner's Criteria.

3. DOCUMENTS. Based upon the Owner's Criteria, the Architectural Firm shall prepare for the Owner's review and approval all documents as identified in the Detailed Scope of Services attached to this Agreement as Exhibit I. There shall be no less than two (2) submittals of the Financing Documents, at 50% and 100% completion, including final revisions. At the time of the scheduled submittals, the Architectural Firm shall provide for the Owner's review and approval a set of the progress prints. The Owner may disapprove any portion of the Design Development (DD) Documents on any basis, including aesthetic considerations. The Architectural Firm shall proceed, when requested by the Owner and without adjustment to the Architectural Firm's Fee, to revise the DD Documents to satisfy the Owner's concerns. The Owner's review and approval of such documents shall not be deemed to transfer any design liability or responsibility from the Architectural Firm to the Owner.

4. ESTIMATES. Based on the DD Documents and the Owner's Criteria, the Architectural Firm will work in concert with the Owner's Contractor to prepare preliminary estimates of construction cost using quantities and unit prices or similar schematic design estimating techniques, including cost evaluations of alternative materials and systems. The Contractor shall advise the Architectural Firm and the Owner if it appears that the construction cost may exceed the Owner's budget and the Architectural Firm shall work cooperatively with the Owner's Contractor to make recommendations to reduce costs.

5. SCHEDULE. In the Project Schedule, the Contractor shall coordinate and integrate both design and construction services, the Owner's responsibilities, and anticipated Financing approval with anticipated construction schedules, highlighting critical and long-lead-time items as well as any construction phasing or bid phasing packages.

6. MEETINGS & REPORTS. Minutes of all meetings shall be maintained by the Architectural Firm and provided to all attendees for review within seven (7) days of the meeting. The Contractor shall submit to the Owner each month, minutes of weekly, on site coordination meetings; AIA payment applications; change orders for processing; updated monthly progress reports; monthly job photographs; and other periodic status reports, including such information as the Owner may require. The Contractor and Architectural Firm shall make a formal presentation at the Owner's Cleveland office of the status of the DD Presentation Booklet and the Architectural Firm's and the Owner's Contractor's coordinated recommendations.

7. CONSULTANTS. Design services required by the scope of the project shall be performed by qualified Architectural Firms and other consultants. The Architectural Firm shall prepare and submit to the Owner for its approval a list of consultants the Architectural Firm intends to engage for the Project and, if requested, a resume or vitae describing the education, licensure, experience and other qualifications of each such professional. The Architectural Firm shall not engage a consultant to whom the Owner has a reasonable objection. The Architectural Firm shall be responsible to the Owner for the acts and omissions of its consultants.

8. THE OWNER. The Owner shall provide a survey and legal description of the Project site and the site and development plans identified on page 1. Whenever the approval or consent of the Owner is required, such approval or consent shall be made by the Owner in its sole discretion. The Owner's approval or acceptance of, or payment for, any of the Services shall not be construed as a waiver of any rights of the Owner. The Architectural Firm hereby assigns to the Owner, without reservation, all rights, including the copyright, to all Project-related design documents, renderings, perspectives, models, photographs, and other forms of expression created by the Architectural Firm and/or its consultants.

9. CHANGES IN SERVICES. The Architectural Firm shall notify the Owner in writing immediately upon the Architectural Firm's determination that a change in Services is required, specifying the scope of the change, the reason for the change, the estimated financial and schedule impacts of the change, and the additional Fee the Architectural Firm claims to be related to such change. The duties, responsibilities, and limitations of authority of the Architectural Firm may be restricted, modified, or extended by the Owner, in which event the Architectural Firm's Fee shall be equitably adjusted.

10. INSURANCE AND INDEMNITY. The Architectural Firm shall maintain the following insurance: Worker's Compensation (statutory); Employer's Liability (\$1,000,000); Commercial General Liability, including personal injury, premises/operations, independent contractors, products and completed operations coverages (\$1,000,000 each accident, each employee and policy limits) and Commercial Automobile Liability, including owned, non-owned and hired-car coverages (\$2,000,000 combined single limit). The Architectural Firm shall defend and indemnify the Owner from and against all claims, damages, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services, but only to the extent caused by the acts or omissions of the Architectural Firm, its employees, subcontractors, design professionals and consultants, and anyone for whose acts they may be liable. The insurance shall be procured from companies qualified to do business in the state of Ohio. The insurers must have a minimum AM Best rating of A VIII. Coverage shall be on an occurrence basis. All insurance procured or maintained by the Architectural Firm shall be primary. Any insurance available to the Owner shall be considered excess and non-contributory. Certificates

of Insurance acceptable to the Owner shall be submitted to the Owner prior to commencement of the Services and as a condition precedent to the Owner's obligation to tender any payment to the Architectural Firm. The Certificates shall contain a provision that coverage shall not be canceled until at least thirty (30) days' prior written notice has been given to the Owner. The Certificates for the commercial general liability, automobile liability and any umbrella or excess liability policies shall name the Owner as additional insured.

11. PROFESSIONAL LIABILITY INSURANCE. The Architectural Firm shall maintain, at its own expense, a professional liability policy of insurance with a limit of liability of not less than \$2,000,000 per claim with not more than a \$50,000 deductible. The Architectural Firm shall deliver to the Owner a Certificate of Insurance confirming that the annual aggregate limit of liability has not been depleted and deleting any design-build or similar exclusions that could compromise coverage. The effective date of the policy shall be amended by an endorsement allowing retroactive coverage for prior acts. This policy must remain continuously in force for a period of two (2) years after the completion of the Architectural Firm's Services. In the event of termination of this coverage, the Architectural Firm must provide evidence of either a twenty-four (24) month extended reporting period endorsement or a replacement policy with a retroactive date no later than the date of this Agreement.

12. DEFAULT AND TERMINATION. If the Architectural Firm fails to provide a sufficient number of properly skilled designers, fails to perform the Services timely, or fails in any material respect to comply with this Agreement (collectively, "Default"), the Owner may, after forty-eight (48) hours written notice, take such steps to correct, cure or overcome the Default as the Owner deems expedient and charge all damages, costs and expenses, including attorney's fees, to the Architectural Firm, or terminate this Agreement. In addition, the Owner may, at any time and for its convenience, terminate this Agreement. If the Architectural Firm is not in Default, the Architectural Firm shall receive, as full compensation, the Architectural Firm's Fee as provided in this Agreement for Services rendered to the date of termination. The Architectural Firm waives and relinquishes all other claims for payment and damages, including, without limitation, anticipated Fee and other damages.

13. CONFIDENTIALITY. The Architectural Firm agrees to hold all information it obtains from or about the Owner in strictest confidence, not to use such information other than for the performance of the Services, not to use the name, trademark and logo of the Owner or any subsidiaries or affiliates in any sales of marketing publications or advertisements without the prior written consent of the Owner, and to cause its employees, agents and consultants to be bound to the same obligation of confidentiality.

14. MISCELLANEOUS. Nothing contained in this Agreement shall create a contractual relationship between the Owner and any consultant or other third party; however, the Owner is an intended third-party beneficiary of all agreements between the Architectural Firm and its consultants. This Agreement forms the entire contractual relationship between the Architectural Firm and the Contractor and supersedes all prior negotiations, representations and agreements. This Agreement shall be governed by the laws of the state of Ohio.

EXHIBIT I

DESIGN DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION SERVICES

1. DESIGN DEVELOPMENT

Based upon the approved Schematic Design documents and authorized adjustments to the Owner's program, schedule and budget, including value engineering adjustments informed by feedback from Owner' concerning anticipated unfavorable budget impacts identified during this phase of the Services, Architectural Firm will prepare, for Owner approval, Design Development documents consisting of drawings and other documents to manage and describe the size and character of the project.

The Scope of Work required for the production of the Design Development Package will include:

- A. Development of floor plans, reflected ceiling plans, exterior elevations, interior elevations and building sections.
- B. Development of preliminary MEP, Lighting design, Landscape and Hardscape designs and outline specifications.
- C. Selection of building materials and finishes to present to Owner for approval
- D. Preparation of generic room finish schedule, initial door schedule and initial window schedule.
- E. Review construction pricing from Owner's Contractor with Owner and Owner's Contractor. Revise Design Development documents to incorporate value engineering adjustments informed by feedback from Owner and Owner's Contractor concerning unfavorable budget impacts identified during this phase of the Services.
- F. Present progress printings of the Design Development Documents to Owner for review and approval at 50% and 100% completion.

2. CONSTRUCTION DOCUMENTS

Based upon the approved Design Development documents and any adjustments in scope or quality of the project, or construction budget approved by the Owner, including value engineering adjustments informed by feedback concerning anticipated unfavorable budget impacts identified during this phase of the Services, Architectural Firm and its consulting engineers shall prepare Construction Documents consisting of drawings and specifications sufficient for contracting the construction of the project.

The scope of work required for the production of the Construction Documents will include:

- A. Development and coordination of architecture, MEP engineering, Lighting design, Civil

Engineering drawings, Landscape drawings and specifications required for bidding, permitting and construction.

- B. Present progress printings of Construction Documents to Owner for review and approval at 50, 90 and 100% completion.
- C. Revision of Design Development documents to incorporate value engineering adjustments informed by feedback from Owner concerning unfavorable budget impacts identified during this phase of the Services
- D. Presentation of final Construction Drawings to Owner for review and approval.
- E. Submittal to appropriate sustainability authorities, if required.

3. PROCUREMENT OF CONSTRUCTION SERVICES

Architectural Firm will coordinate with Owner to issue Construction Documents as required for procurement of construction services. Architectural Firm shall, if necessary, produce fast-tracked phased drawing packages for long lead items, including, but not limited to tile floor, electrical and lighting and restroom packages. Architectural Firm will answer Contractor questions during the procurement process, issuing addenda as required to clarify the documents. If requested by the Owner, Architectural Firm will assist in evaluating contractor bids or proposal for scope and design compliance.

4. CONSTRUCTION ADMINISTRATION

During the construction phase of the project, Architectural Firm will provide the following services:

- A. Meet with the Owner and Contractor at least once, as necessary, before the commencement of the Work.
- B. Visit the site at least monthly, or more frequently as circumstances, such as the completion of a significant phase, may dictate, to review the quality of construction, progress compared to the schedule and adherence to the design intent, and prepare a report of findings. .
- C. Review shop drawings and submittals.
- D. Clarify design and details for the Owner's Contractor.
- E. Review Owner's Contractor's application for payment.
- F. Prepare a final punchlist of deficient or unfinished work requiring correction.
- G. Provide Owner and Owner's Contractor with electronic files of the Construction Documents for their use in the preparation of as-built documents. Electronic files for as-builts are to include all addenda, including RFI's, Owner/AE revisions and change orders.
- H. Provide review and acceptance of General Contractor's Close Out documentation prior to the documents being released to the Owner.

5. PROJECT TEAM *Bidders please specify:*

- A. LEED-accredited Architect
- B. MEP Engineer _____
- C. Lighting Consultant _____
- D. Landscape Architect _____
- E. Structural Engineer _____
- F. Code Consultants _____
- G. Civil Engineer _____

6. CONSTRUCTION SITE VISITS *Bidders please specify:*

The following construction site visits are included in the scope and fee of this contract:

- A. Architectural ___ trips
- B. MEP Engineering ___ trips
- C. Lighting ___ trips
- D. Landscape Architect ___ trips
- E. Structural Engineering ___ trips
- F. Code Consultants ___ trips
- G. Civil Engineer ___ trips

EXHIBIT II

COMPENSATION - DESIGN DEVELOPMENT THROUGH CONSTRUCTION SERVICES

Bidders please specify amounts for all items listed on this form:

Base Fee Amount: \$ _____ (Lump sum total amount)

Breakdown of Base Fee by Phase:

Design Development	\$ _____	___%
Construction Documents	\$ _____	___%
Bidding	\$ _____	___%
Construction Administration	\$ _____	___%

Breakdown of Base Fee by Discipline:

Architectural	\$ _____
MEP Engineering	\$ _____
Lighting Consultant	\$ _____
Landscape Architect	\$ _____
Structural Engineer	\$ _____
Code Consultant	\$ _____
Civil Engineering	\$ _____
Other	\$ _____

Total: \$ _____

Other Services and Fees:

Before and After Photography\$_____

REIMBURSABLE EXPENSES ALLOWANCE (do-not-exceed amount): \$_____

REIMBURSABLE EXPENSES

Reimbursable expenses are limited to, air travel, hotel accommodations and subsistence for travel, mileage, long distance telephone calls, faxes, shipping and delivery, printing, photography and consultant's reimbursables, and are to be billed at cost x 1.0 (no mark-up).

ADDITIONAL SERVICES

Any services that are not included as part of the basic architectural and engineering services described above will be considered Additional Services. The fee basis for these services will be either hourly, at current hourly rates, or based on a Lump Sum amount.

Hourly Rates: *Bidders please specify:*

Principal \$_____/hr
Sr. Designer/
Technical Director \$_____/hr
Project Manager \$_____/hr
Project Architect \$_____/hr
Designer/Architect \$_____/hr
Design \$_____/hr

THE DESIGN SCHEDULE

<u>Phase</u>	<u>Duration (in weeks)</u>
Design Development	__ weeks
Construction Documents	__ weeks
Bidding	__ weeks
Construction Administration	__ weeks