

Cover Letter

March 4, 2011

Dear Prospective Bidder

The City of Cleveland ("City"), through its Director of Public Works is soliciting proposals from qualified firms interested in providing external management of the day to day operations of the Public Auditorium, which includes Public Hall, Little Theater and Music Hall (collectively, "Public Auditorium").

A pre-proposal conference will be held at 601 Lakeside Avenue, Room 202, Cleveland, Ohio 44114 on April 5, 2011 at 2 P.M.. At that time interested parties may ask questions pertaining to this Request for Proposal. Proposers are encouraged to attend the conference although attendance is not mandatory.

Each firm shall submit 5 proposals, consisting of one (1) original and (4) identical copies and one CD-ROM containing the proposal, to the City no later than 4:00 PM EST on April 29, 2011. No proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City. Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as:

Proposal: **Public Auditorium Management**
601 Lakeside, Room 227
Cleveland, Ohio 44114

If proposals are hand-delivered, proposals should be addressed as above and taken to 601 Lakeside, Room 227.

The City of Cleveland reserves the right to reject any or all proposals or portions of any or all such proposals, to waive irregularities and technicalities, to re-advertise or to proceed to provide the service otherwise in the best interest of the City. The Chief of Staff may, at his sole discretion, modify or amend any and all provisions herein.

Should you have any questions regarding this solicitation please contact Terrell Cole at (216) 664-6225.

Sincerely,

Terrell Cole
Project Manager IT and Operations
Office of the Mayor
City of Cleveland

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I. Introduction and Background Information

The City of Cleveland owns and operates, which includes Public Hall, Little Theater, Music Hall, and meeting rooms (collectively, “Public Auditorium”). The following description appears in Wikipedia:

Public Auditorium (sometimes called **Public Hall**) is located in the central business district of [downtown Cleveland, Ohio](#). Since it was opened in 1922, it has served as a [concert hall](#), sports [arena](#) and [convention center](#). Although it was planned and funded prior to [World War I](#), construction did not begin until 1920. Designed by city architect J. Harold McDowell and Frank Walker of [Walker and Weeks](#) in a [neoclassical](#) style matching the other [Group Plan](#) buildings, it was the largest of its kind when opened, seating 11,500. The building has seen several additions, including the 2,800-seat Music Hall in 1929, and an underground convention center in 1932 which was expanded in 1964 by Cleveland architectural firm Outcalt, Guenther, Rode, & Bonebrake. [Greater Cleveland](#) leaders are currently examining replacements for the aging convention center.

Public Auditorium has hosted many notable events, including the [1924](#) and [1936 Republican National Conventions](#), [General Eisenhower](#)'s address on Sept. 23, 1952 to 15,000 supporters immediately after Richard Nixon's successful [Fund Speech](#), and the 1993 [Cleveland Orchestra](#) 75th anniversary concert. Public Auditorium also was the site for many [rock](#) music acts throughout its history, serving as a venue for performers such as [The Beatles](#), [Madonna](#), [Queen](#) & [R.E.M.](#), when they performed at smaller facilities earlier in their careers. Its use as a concert venue declined sharply after the completion of the [CSU Convocation Center](#) at [Cleveland State University](#) in 1991. In April 2009, it hosted the annual [Rock and Roll Hall of Fame induction](#) ceremonies.

The large Public Hall proper, houses the largest pipe organ ever built at one time by [E.M. Skinner](#).

This RFP seeks the services of a professional convention/theater company to manage the day to day operations of Public Auditorium for a period of twenty (20) years (“Manager”). Such management services must be of the highest quality and shall include competent and sound fiscal and facility management, support programming, minimization of expenses as well as development and maintenance of a positive reputation and good will for Public Auditorium amongst promoters, event attendees, and citizens within the Greater Cleveland community. Moreover, the successful proposer will be expected to proactively protect the City’s capital investment in Public Auditorium through the exercise of a high standard of maintenance and cleanliness.

All designs for Public Auditorium improvements shall achieve maximum energy efficiency City specifications in consultation with the Department of Public Works and the Office of Sustainability.

II. SCOPE OF SERVICES

It is the City's intent to hire a Manager to provide the full range of event planning and hospitality management services. The Manager's services will also include architectural and engineering services required for the development of construction bid packages and construction administration implementing improvements to Public Auditorium. It is the responsibility of the Manager to be fully acquainted with the existing conditions of the project site by conducting visual inspections before proposal submission.

Professional consulting services for the Project will include the traditional stages of Project design (including schematic design, design development and cost estimates); construction administration and management; and field observation and inspection during construction. It is anticipated that the Project requirements will most likely include the involvement, in varying degrees, by surveying, civil engineering, geotechnical, mechanical, and structural professionals.

A. Capital Investment

The City of Cleveland has developed a series of improvements designated for Public Auditorium. The City of Cleveland has committed to investing \$4 million in Phase I improvements before the manager is expected to assume management of Public Auditorium. The remaining improvements would be expected for the Manager to oversee the remaining work. Below outlines how further Capital Investment will be facilitated.

The Manager shall design and construct improvements to Public Auditorium constituting a minimum investment of \$__ million (the "Project"). The minimum investment includes only the Project's "hard costs." The City will not consider the Project's soft costs when evaluating a proposal's minimum investment.

The City of Cleveland will make available to any potential Manager the existing conditions data, record drawings or related information the City has for Public Auditorium (this will include without limitation the City of Cleveland energy study & "green" recommendations for future improvements report prepared by Doty & Miller Architects, Go Sustainable Energy and Coleman Systems dated 11/18/2008 and appropriate portions of the City of Cleveland Facilities Assessment).

Based on its study and analysis, responsive proposals shall include a Design Scope Specifications, which include a written report detailing Manager's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. Each proposal's written shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. If selected, the Manager shall review such report with Owner and shall implement such changes as Owner may require.

It is understood and agreed that if the City provides data, reports or analysis, that such data, drawings, or analysis may be incomplete and are not warranted to show actual subsurface,

field or materials conditions. Any potential Manger submitting a proposal agrees that it will make no claim against the City if, in carrying out the Project, the actual subsurface and other conditions encountered do not conform to those indicated by said data, reports, results or analyses. Prospective Managers to obtain any additional property and topographic surveys necessary for the full and proper execution of this Project. The cost for any property or topographic surveys shall be borne by the Prospective Manager. The Manager shall locate critical existing utilities by obtaining drawings from utility companies, field verifying all information, and as much as possible, having utility locations outmarked by the utility companies. The Manager shall utilize a geotechnical professional, as needed, either internally or through the services of a subconsultant who specializes in geotechnical consulting to prepare preliminary and final geotechnical reports for all project sites that the Manager has recommended for needing such an investigation.

The Manager's scope of services required for the Project's design and construction of improvements are divided into three distinct stages of work which are Stage I – Preliminary Design; Stage II – Detailed Design; and Stage III – Construction Administration.

The following is a brief description of the intent of each respective stage of work:

STAGE I – PRELIMINARY DESIGN

Not later than the date called for in the Design Schedule, described below, Manager shall prepare and submit to the Director of Public Works or his designee ("Director") a Preliminary Design for the Project.

Prior to the preparation of the Preliminary Design, the Manager shall first consult in detail with the Director and carefully analyze any information furnished by the City concerning the specific requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations and objectives, as well as the Design Scope Specifications. The Division of Property Management (DPM) will coordinate the entire project as the Owner's representative and will work closely with the Manager in all phases of the development process.

Once the Manager implements the changes to the Design Scope Specifications required by the Director, the Manager shall proceed to prepare the Preliminary Design for the Project. The Preliminary Design shall address all requirements of the Project and shall include, without limitation the following:

1. preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions and character of each structure;
2. preliminary drawings which illustrate each exterior view of the Project;
4. preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical and structural systems of the Project;

5. a written description of the materials and equipment to be incorporated into the Project and the location of same; and
6. any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specifications.

The Manager shall prepare legal descriptions, calculations and plats for all necessary permits and permanent and temporary easements, which will be needed during construction of the projects. Any major technical efforts in support of the acquisition or negotiation of permits and easements shall be documented by the Manager.

The Manager 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. The Manager shall also take the lead in applying for, negotiating, and acquiring the necessary permits and approvals.

Manager shall review the Preliminary Design with the Director and shall incorporate any changes ordered by the Director in regard to the Preliminary Design or the requirements of the Project.

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

After all review and approval requirements of the Project have been met and incorporation of any changes ordered by the Director, the Director shall authorize Manager in writing to commence preparing the Detailed Design, or such part thereof as directed by the Director.

STAGE II – DETAILED DESIGN: WORKING DRAWINGS, SPECIFICATIONS AND BIDDING OF DOCUMENTS

Not later than the date called for in the Design Schedule, after the Director has authorized Manager to commence with the Detailed Design as provided in Stage I above, Manager shall prepare and submit to the Director the complete Detailed Design.

The Detailed Design shall include all Design 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 fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities

required to render the Project and all its components operational and functionally usable for their intended purpose.

All drawings and contract documents, including schedule of items and detail 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 of the entire Project.

The Owner shall review and approve, where appropriate, the Detailed Design documents, or any portion thereof.

Manager shall assist the City in the preparation of bidding forms, the Conditions of the Contract and the form of agreement between the City and the Contractor, in obtaining, tabulating and analyzing bids, and in all other bidding activities generally set forth in more detail in the Terms and Conditions attached as Exhibit C.

STAGE III – ADMINISTRATION OF CONSTRUCTION CONTRACT

Manager shall perform field observation and inspection services during construction which shall include a minimum of three or four site visitations per week during intense and/or critical construction activity periods, along with participation in weekly job meetings. The Manager shall be responsible for providing written minutes of all meetings.

Manager shall also perform the construction administration services in accordance with the Terms and Conditions attached as Exhibit C.

DESIGN SCHEDULE

Manager shall submit within ten (10) calendar days after the award and/or execution of the Contract, a Design Schedule for the performance of Manager's design services and construction administration which shall include allowance for reasonable time required for the review and/or approval of all authorities having jurisdiction over the Project.

However, the Department of Public Works has established a Preliminary Design Schedule in order to meet the desired completion and dedication dates for the proposed improvements which is as follows:

STAGE I – PRELIMINARY DESIGN (___ days)

Commencing on _____ with completion no later than _____.

STAGE II – WORKING DRAWINGS, SPECIFICATIONS AND BIDDING OF DOCUMENTS (___ days)

Commencing on _____ with completion no later than _____.

STAGE III – CONSTRUCTION ADMINISTRATION

Commencing on _____.

B. Rent and Facility Maintenance

The Manager shall pay the City a fee for the exclusive privilege of rendering event planning and hospitality management services from Public Auditorium. City intends that the fee payable under the agreement shall, except as herein otherwise provided, be absolutely net to the City and that all costs, charges, expenses, impositions and obligations of every kind and nature whatsoever relating to the ownership, use, occupancy, repair and maintenance of Public Auditorium, as more specifically set forth below which may become due or arise during the term or renewal term, shall be paid by Manager. Should any taxes be levied by reason of Manager's occupancy of Public Auditorium, Manager shall pay them immediately upon notice. Commencing upon the date of this agreement and in addition to the base rent, Manager shall also timely pay without notice or demand, except as may be required in the agreement, and without abatement, deduction or set-off, as additional rent, utility charges and expenses, insurance, taxes, maintenance costs, and any other charges or expenses relating to Public Auditorium or the activities conducted thereon.

At its sole cost and expense, Manager shall agree to maintain and keep Public Auditorium in good, clean, safe, and slightly condition and repair. In fulfilling this obligation, Manager will agree to establish a comprehensive sanitation program in accordance with the City's Department of Health specifications to ensure that the highest standards of cleanliness and sanitation are maintained at all times. Manager shall perform interior maintenance sufficient to keep Public Auditorium, including furnishings, fixtures and equipment, in excellent repair, safe condition and first-class appearance. In fulfilling this obligation Manager shall provide for all cleaning and janitorial service necessary to maintain the premises in a high standard of cleanliness, neatness and orderliness, and free from any refuse at all times. Manager, at its expense, shall properly containerize and remove from the City all rubbish debris and waste of whatever nature arising from the operation of the premises. If it is determined, in the Director's sole judgment, that the required standards of health and maintenance are not being satisfactorily met, the Director may notify Manager, in writing, to correct the noted deficiencies. If such corrective maintenance is not substantially accomplished to the satisfaction of the Director within ten (10) calendar days after receipt of such written notice the City shall have the right, without further notice, to perform or cause performance of such maintenance as may be necessary, and Manager shall on the date of the next rent payment is due following written notice from the City, promptly reimburse the City or its agent for the cost thereof plus twenty percent (20%) for administrative overhead. Manager shall, at its expense, at all times during the term of this Agreement and during any occupancy thereafter, pay for all labor and materials furnished to the premises at the instance of Manager or anyone claiming under it, and all taxes, assessments, and any other charges levied, assessed, or which in any other manner may become a lien or charge against the premises or any personal property

situated in the premises, and Manager shall promptly cause all liens, encumbrances or charges arising therefrom to be promptly paid, canceled and discharged of record, and Manager shall not do or permit to be done any other thing which may impair the operations of the City or the right, title or interest of the City in the premises.

C. Event Planning/Event Management

Manager shall perform all event planning activities and hospitality management services for Public Auditorium, including without limitation identifying target audiences, devising event concepts, coordinating technical aspects of events (including lighting, sound, permitting, site design, detailed scheduling, client service), planning logistics (including food and beverage services, health and safety, security, fire systems, HVAC, and emergency procedures), booking and event marketing services (including generation and scheduling of quality programming and maximization of the use of Public Auditorium and its spaces, event and facility advertising, marketing and promotions, ticketing, maximization of revenues and provision of competent and sound fiscal management). Manager's booking and event marketing services for the City will be governed by the following overriding purposes:

- Maximize revenue and use of managed spaces in keeping with a municipal purpose;
- Provide a broad mix of events appealing to all segments of the community, including without limitation commencements, concerts, family shows, high school graduations, and civic events;
- Provide a broad array of entertainment, sports, cultural, educational and other activities and events for the Greater Cleveland community;
- Insure that all scheduled events are appropriate for a public venue and are in compliance with Section 619 of the Codified Ordinances of Cleveland, Ohio which governs obscenity.

D. Human Resources Management

Manager must work with area union labor and provide living and prevailing wages.

E. Concession Management

The City will grant the Manager the exclusive privilege of rendering event planning and hospitality management services by use of and from Public Auditorium to enhance the enjoyment of the facilities and to promote the comfort and convenience of the public thereon.

F. Use Rights Reserved by the City of Cleveland

The City may use Public Auditorium on a rent-free basis, for up to **twenty-four (24) full twenty-four-hour days each year**; without imposition of additional fees by Manager. The City's use of space in Public Auditorium shall be limited to use for "Public Events" which shall be defined as those activities of a charitable, governmental or public nature

(including, without limitation, the induction ceremonies of the Rock and Roll Hall of Fame and Museum) which do not compete with the business or purpose of the Manager's use of Public Auditorium, do not interfere with scheduled activities or use of Public Auditorium, and which are conducted for charitable, governmental or public purposes, and not for the purpose of generating a profit. Manager shall retain responsibility for scheduling and booking of all events in Public Auditorium.

G. Positively Cleveland Use Rights

Positively Cleveland may use Public Auditorium on a rent-free basis, for up to **five (5) full twenty-four-hour days each year**, for meetings, conventions, and/or other events which will bring at least two (2) of the following to Cleveland: the use of a minimum of 900 hotel rooms on peak; the use of a minimum of three (3) hotels; or a minimum of fifteen hundred (1,500) attendees. The parties acknowledge that these five (5) full days should only be used when it is reasonably necessary to provide them in order to give Cleveland a competitive advantage over other cities also trying to book such event.

III. Project Schedule and Deliverables

The City has established the following list of reports that the selected Manager will be required to provide. The City reserves the right to revise the list of deliverables prior to the execution of a contract to incorporate any City requirements adopted after the publication of this Request for Proposal and to incorporate any other changes it deems necessary.

- A. The Manager must generate monthly reports based upon established metrics by the City of Cleveland, retrieve detailed listing of all major record types for a specified period of time (i.e. weekly, monthly, quarterly, yearly). Examples of the reports to be generated include, but are not limited to:
 - i. Contractor Listings (i.e. DBE, CSB, MBE, FBE Prime and Subs), quarterly commitments to DBEs and CSBs and quarterly payments to DBEs, CSBs, MBEs and FBEs;
 - ii. Report of Vendors by vendor number, gender, ethnic group, state ID number, certifying agency, authorization type, certification type and certification expiration date;
 - iii. Report of Contracts by contract number, prime vendor, category, type, status, award date, end date, state, and county;
 - iv. Report of Payments by contract type, contract number, payment voucher, from date, through date, payment amount and status;

- v. Disparity Study data archives for DBE and non-DBE prime contractors and DBE and non-DBE subcontractors. Such data should be archived for each procurement category;
 - vi. Disparity Study Data Archiving Functionality
 - a. Prime Contractor Use Analysis
 - b. Subcontractor Use Analysis
 - c. Relevant Market Analysis
 - d. Availability Analysis
 - e. Total Contractor Use Analysis
 - f. Disparity Study Indices
 - vii. Prevailing Wages (wage & hour), work classification;
 - viii. All workforce data collected on the federal form WH-347 issued by the U.S. Department of Labor, i.e. addresses of City residents participating in the Fannie Lewis Program;
 - ix. Aggregate and detailed reports for all organizational management levels; and
 - x. CSB/ MBE/ FBE utilization performance reports for the City as a whole and individual user department
- B. Responsive proposals must list any other previously defined, standard reports that are included with the management proposal i.e. Vendor Detail Report, Current Details Report, Prevailing Wage Report, Minority Data Sheet Report, Quarterly Awards and Commitments Report, Quarterly Awards and Payments Report, Commercially Useful Function Report and Ethnic Summary Report.
- C. The City reserves the right to add related services as needed. Possible additional System capabilities that may be required include, but are not limited to: the capacity to provide a supplier self-service feature that would permit suppliers to maintain various pieces of information. Information that should be maintained includes supplier demographic data, re-certification data, breakdown of contract work to subs, prime supplier payments to subs, and the like. Prices for these additional System capabilities will be based upon unit prices submitted for similar services.

IV. Proposal Requirements

A. Submission of Proposal.

Each firm shall submit eleven (5) complete proposals, consisting of one (1) original and four (4) identical copies and one CD-ROM containing the proposal, to the City no later than 4:00 p.m. EDT on Friday, April 29, 2011. **Financial details of the proposal**

should be placed in a separate sealed envelope. No proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City. Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Proposal: Public Auditorium Management, Cleveland City Hall, Office of the Mayor, 601 Lakeside Avenue, Cleveland, Ohio 44114.**

If proposals are hand-delivered, proposals should be addressed as above and taken to the City of Cleveland, Office of the Mayor. A pre-proposal conference will be held at the City of Cleveland, Office of the Mayor, 2nd Floor City Hall, 601 Lakeside Avenue, Cleveland, Ohio 44114 on –Tuesday, April 5, 2011 at 11:00 A.M. EDT. At that time interested parties may ask questions pertaining to this Request for Proposal. For reasons of security, those planning to attend the pre-bid conference must register by 4:00 p.m. EDT on Thursday, March 31, 2011 by calling (216) 664-6225 or by e-mail to tcole@city.cleveland.oh.us. When registering it will be necessary to provide the names of all attendees. Proposers are encouraged to attend the conference although attendance is not mandatory. 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.

In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all bids submitted should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-usable materials. Materials should be in a format which allows for easy removal and recycling of paper materials. Proposers are encouraged to use other products which contain recycled content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

If any prospective Proposer finds discrepancies or omissions in this Request for Proposal or if there is doubt as to the intended meaning of any part of this Request for Proposal, a written request for clarification or interpretation must be received by Terrell Cole, City of Cleveland, 601 Lakeside Avenue, Cleveland, Ohio 44114 no later than Friday, April 15 , 2011. Requests for clarification or interpretation may be submitted via e-mail to tcole@city.cleveland.oh.us.

B. The City's Rights and Responsibilities.

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.

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 interest.

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.** Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable. 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. However, by submitting a proposal, the proposer agrees to indemnify, defend and pay all of the City's attorneys' fees, if any, and hold the City harmless from and against any claim, judgment, or lawsuit resulting from the City withholding information responsive to public record requests on the basis of the proposer's assertion that information is proprietary, trade secrets, or otherwise exempt from release.

CLEVELAND AREA BUSINESS CODE

Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, 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: compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement; compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department; 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 attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

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.

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.

The goal for this professional services contracts is 30% 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 CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.

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 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 "CSB/MBE/FBE Registry".

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.

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.

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. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or

goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes.

Term of Proposal’s Effectiveness.

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the “Proposal Expiration Date”).

Execution of a Contract.

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract.

“Short-listing”.

The City reserves the right to select a limited number (a “short list”) of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

Proposer’s Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by

addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

C. Anticipated Proposal Processing

The City anticipates it will - but neither promises nor is obligated to - process proposals received according to the following schedule:

Issue Request for Proposals	March 22, 2011
Pre-Proposal Conference	April 5, 2011
Deadline for Submitting Questions	April 12, 2011
Deadline for Submitting Proposal	April 29, 2011

D. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

V. Qualification for Proposal

A. Minimum Qualifications of Proposer.

Each Proposer must provide evidence that it has a minimum of seven (7) continuous years of experience in the last ten (10) years in providing facility management and special events planning for large venues.

Each Proposer must be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

Each Proposer must possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the Manager.

Proposers must submit with their proposal three (3) written, verifiable references dated within the last three months from businesses familiar with the Proposers business, providing positive recommendations for Proposers

selection for providing and implementing a venue management solution as described throughout this Request for Proposal.

The individual, partnership, joint venture, corporation submitting a proposal, (or the officers or principals thereof) as presently constituted or existing from a business reorganization, or executive affiliation, must have the above minimum qualifications. If such requirements are not met Proposer's proposal may be rejected. If Proposer is a partnership or a joint venture, at least one of the general partners or one of the constituent members respectively must possess said minimum qualifications.

B. Insurance

The Manager, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain or, where appropriate, cause its contractors to maintain the following insurance coverage. The insurance company(ies) 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.

Professional liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) each occurrence and subject to a deductible each occurrence of not more than Twenty-five Thousand Dollars (\$25,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services.

Comprehensive general liability insurance naming the City as an additional insured, shall have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident, and shall be primary with respect to Manager's general liability, notwithstanding any other insurance covering City.

Property Damage liability insurance covering Public Auditorium in an amount not less than \$20,000,000.00 for any occurrence.

Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio. Between the parties, Manager waives any constitutional or statutory immunity derived from compliance with the Workers Compensation law of the State of Ohio for damages at common law or by statute for any injury, occupational disease, or bodily condition received or contracted by any of Concessionaire's employees in the course of or arising out of their employment in connection with or incidental to, either directly or indirectly, the use, occupancy or condition of the Public Auditorium, or exercise of Manager's rights or obligations thereon.

Statutory unemployment insurance protection for all of its employees.

Maintain such other insurance policies as may be reasonably required by the City.

VI. Proposal Contents

The proposal submittal shall consist of the following documents in the sequence shown below. A set of tabs to identify each part of the proposal should be inserted to facilitate quick reference. Proposals must be structured in such a manner as to enable the City to evaluate the Proposer's proposal for providing and implementing a venue management solution.

A. Cover Letter.

Submit a cover letter to identify Proposer and to state other general information that the Proposer wants to include regarding the Proposer's business organization. At a minimum the cover letter must include the name, principal address, federal ID number, telephone number and facsimile number of the Proposer.

If a corporation, state the full name and title of each of the corporate officers and their experience. The state of incorporation is to be included. If the Proposer is not an Ohio corporation, a statement advising whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of a contract.

If the Proposer is a sole proprietorship state the name of the individual doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the firms participating in the joint venture and the principal officers of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

B. Executive Summary

The executive summary should provide a clear and concise summary of Proposer's background, level of expertise, direct relevant experience and ability to provide and implement a management solution for Public Hall et al. The executive summary should make the Proposer's case as the best candidate for the contract. Proposer should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the proposal.

C. Exceptions

Proposer shall include a list of exceptions to the Request for Proposal, if any. If there are no deviations or exceptions to any portion of this Request for Proposal, Proposer shall state that on the “Exceptions” page. If no deviations or exceptions are identified and the City accepts the Proposers proposal, Proposer shall conform to all of the requirements contained in the Request for Proposal.

D. Qualifications

The qualifications statement is an opportunity for each Proposer to detail its qualifications, experience and what defines it as an industry leader. Proposer may include as much information in this section as is needed to differentiate its company and proposal from the other Proposers. Please include, as a minimum, the following information:

Clearly communicate how you meet or exceed the minimum qualifications;

Describe the nature of your business experience in providing management services and event management described in this Request for Proposal and state the number of persons you currently employ in such operations;

Clearly state the total number of such programs and their locations that you have provided and implemented at a facility comparable in size to the Convention Center within the last five (5) years;

Give the name, location and date of all agreements for providing and implementing a management program for facilities that have been terminated or canceled within the past five (5) years, prior to the expiration of their contractual term, and also list any judgment terminating, or any pending lawsuits or unresolved disputes for the termination of, such agreements administered by you within the past five (5) years and;

Give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, email address and telephone number.

E. Proposed Service Solution

Proposer is to provide in sufficient detail to allow the City to evaluate how Proposers management and operating plan will achieve the goal of providing and implementing a venue management solution for Public Auditorium. Please include, as a minimum, how Proposer will manage the proposed program. In its response to this Section, the proposer shall include: an organizational chart specific to the operation; resumes of key management personnel; an operational plan which details how the Proposer will provide and implement the management solution; detailed discussion regarding

professional services/ training to be provided; project management tools used in implementation; and projected pro forma.

Proposer shall also submit its management plan for the following activities: a description of Project and Design Scope Specifications; event scheduling; personnel management; marketing functions; branding; communications; structural improvements; technological improvements; ticketing solutions; show and event production; booking services; and group sales.

F. Environmental Sustainability

Explain how the proposed project/solution incorporates elements of environmental sustainability.

G. Financial Proposal

Proposer shall submit its financial proposal for the fee the proposer will pay to the City if selected Manager and for the dollar amount of proposed “hard costs” of the capital improvements to Public Auditorium. No qualification of the financial offer will be accepted. Place the financial proposal in a separate sealed envelope so the City can evaluate the service proposal independently of the financial proposal.

H. Financial Background Information

The Proposer shall include the following financial information: Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principals, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission (“SEC”) on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal financial statement, current within three (3) months from date of submittal; ownership structure of the Proposer (If the Proposer is a corporation and the outstanding stock of said corporation is held by fewer than ten (10) individuals, the name and residence address of each stockholder and his/her shares of outstanding stock must be listed.); and provide three (3) bank and trade references.

I. CSB/MBE/FBE Proposers 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 using the forms attached as Exhibit _____. 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:

1. 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;
2. 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 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
3. 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.

J. Proposer’s Affidavit

Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract subject to its proposal, and further agreeing that no such money or reward will be hereafter paid.

K. Additional Submittal Requirements

Proposer shall complete, execute and return with its proposal the following documents, copies of which are attached to this Request for Proposal:

Notice to Bidders Schedules;

Northern Ireland Fair Employment Practices Disclosure;

Federal Taxpayer Identification (W-9);

Non-Competitive Bid Contract Statement for Calendar Year 2011

The Office of Equal Opportunity’s *Notice to Bidders and 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 request and any resulting contract, by this reference, as fully as if attached.

ARTICLE _____ COMPLIANCE WITH THE *CLEVELAND AREA BUSINESS CODE*

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. Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976, and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this Agreement by this reference as fully as if attached. Specifically, compliance shall include, but not be limited to, the Contractor's:

1. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
2. Compliance and cooperation with Project Monitors, whether from the OEO or the contracting department;
3. 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
4. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during the contract services (e.g. 25% completion, 50% completion, 75% completion).

C. Failure to Comply. In determining Contractor's future eligibility for a City contract, the City shall consider Contractor's failure to comply with its proposal

representations and the requirements of the *CAB Code* as a failure to faithfully perform a contract.

VII. Selection Criteria

A. Evaluation Methodology

The City will evaluate each responsive proposal, and the Director will present his recommendations to the Board of Control of the City (“Board”). The Board may, with unanimous consent of its members, entertain formal presentations. The Board may award contracts to one or more firms. Only proposals which are received on or before the submittal deadline, and which meet all the requirements of this Request for Proposal, shall be considered. The City reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.

B. Scoring of Proposals

The City will score each proposal in each of the following categories:

- 1) Quality of proposal and specific approach to this project;
- 2) Credentials of key personnel (particularly the project manager who will be the lead person on this project), and prior experience and demonstrated ability to perform the scope of work;
- 3) Economics: The net present value of the combination of: (a) Manager’s proposed capital investment in Public Auditorium; and (b) Manager’s proposed annual rent for Public Auditorium;
- 4) Proposed schedule to complete the work and demonstrated ability to meet proposed schedules and budgets on past projects;
- 5) Compliance with the Cleveland Small Business (“CSB”) Participation and Evaluation Credits.

Note on Criterion (5): 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, all as defined in Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976; and may apply an Evaluation Credit of not more than four percent (4%) of the total points awarded for a Proposal from a local producer, local-food purchaser, or sustainable business all as defined in Chapter 187A of the Codified Ordinances of Cleveland, Ohio, 1976.

The Department of Office of Equal Opportunity can provide more detailed information regarding the availability and applicability of evaluation credits.

C. Disqualification of a Proposer/Proposal

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award , with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

EXHIBIT C

TERMS AND CONDITIONS FOR STAGE II AND III PROJECT SERVICES

Stage II. DETAILED DESIGN: WORKING DRAWINGS, SPECIFICATIONS AND BIDDING OF DOCUMENTS

1. Manager shall prepare the Working Drawings, Specifications and other Bidding Documents as Stage II services from the approved Preliminary Drawings, for approval by the City, and shall set forth in detail the requirements for the construction of the entire project including the necessary bidding information. Manager shall assist the City in the preparation of bidding forms, the Conditions of the Contract and the form of agreement between the City and the Contractor, in obtaining, tabulating and analyzing bids and in processing and filing all forms and documents required for all approvals of any governmental authorities having jurisdiction over the project or providing funding for the project. Manager shall advise the City of any adjustments to previous Estimates of Costs indicated by changes in requirements or general market conditions. All such services shall be performed under the direction and with the approval of the Director. All drawings shall be in ink on Mylar or other approved medium, and the working drawings shall be on a scale as required for the project.

2. The Working Drawings shall include a complete site plan showing the information called for under Stage I and other drawings showing all necessary dimensions to provide a full development of the Preliminary Design, including materials and plans for all elevations, longitudinal and transverse sections, as applicable, and complete drawings for structure and electrical work, if any. The drawings shall also show and make provisions appropriate for distribution, outlets and connections for utilities for the construction area as may be required for the project.

3. Manager shall prepare printed copies of the Specifications for incorporation in a bidding document with certain forms of Instructions to Bidders, General Conditions, Supplemental General Conditions, bond, affidavit and form of proposal, copies of which the City will furnish to Manager, and other pertinent bid documents.

4. All such drawings and specifications shall be prepared and made in conformance with the then existing provisions of all applicable codes and other requirements of the various bureaus and other bodies having jurisdiction.

5. From time to time and as the Director may require during the period of Stage II services, Manager shall submit prints of drawings, specifications and other contract documents and data for review and approval by the Director and the Department of Law.

6. When the Working Drawings, Specifications and other Bidding Documents have been approved by the Director and the form and contents of the contract documents have been approved by the Department of Law, Manager shall furnish ten

(10) sets of them, as approved, to the Director for bidding and other purposes. Drawings shall be bound in sets. Specifications and other bidding documents shall be bound in an appropriate cover.

7. The City will not consider the services to be rendered under Stage II as completed until the Working Drawings, Specifications and other bidding documents have been formally approved by the Director, the Department of Law and any other City official whose approval is required and until the City has received the ten (10) sets of Working Drawings, Specifications, Final Cost Estimate and other bidding documents.

8. Approval of drawings and specifications by the Director or any other official or department of the City shall constitute only acknowledgment of conformance of said drawings and specifications with the applicable codes and requirements of the official or department of the City concerned, but shall not relieve or excuse Architect from responsibility for any errors, omissions or conflicts in drawings and specifications, and no fee or compensation will be paid to Architect for the cost of rectification of any work required on account of such errors or omissions.

STAGE III. ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. During construction of the work, Manager shall render, or cause a subcontractor to render, professional architectural and engineering consultation and advisory services in administration of the construction contract, acting as representative of the Manager, under the direction of the Director. When the Director and Manager, or their authorized representatives, are both present on the job site, all questions regarding the construction work or the construction contract shall be taken up by Manager or his representative with the Director. Manager may stop the construction work at any time, whenever both Manager and the Director agree that such stoppage is necessary to insure the proper performance of the construction contract. Manager, with the approval of the Director, may order the removal and replacement of work failing to meet the requirements of the construction contract. Manager's final instructions or decisions relating to the quality of workmanship and the strength, durability of materials, general appearance, and general progress shall all be subject to the approval of the Director. Manager shall make written recommendations to the Director with respect to all claims and other matters pertaining to the execution and progress of the construction work and the interpretation of the contract documents. The Director shall make all the final decisions on all such matters.

2. Architect shall, in administration of the construction contract, observe and inspect the work periodically, as required and as directed, but at least at weekly during regular working hours and at other times when work is actively being performed at each site where work is being performed. Architect shall, at all times, have access to the work whenever it is in preparation or progress.

3. As part of Stage III services, Manager or its approved representative shall observe and inspect, adequately and satisfactorily, the work performed under the

construction contract or contracts to report on its correctness and fitness, to ascertain compliance with the detailed plans, specifications, other contract documents and contract terms and to assure the absence of delays, defects or deficiencies. If Manager observes any problem of deviation in the work, it shall work with the construction contractor(s) to remedy such deviations and other construction problems that may occur from time to time. Particularly, Manager shall:

a. Cause its consultants, if any, to periodically visit the site of the improvement to inspect and report on the adequacy and correctness of the portion of the work designed and specified by said consultants;

b. Inspect the materials to be used in the construction prior to their incorporation in the work to determine whether they comply with contract requirements;

c. Review, check, approve for conformance with the design concept of the project and process all shop drawings submitted by the contractors for the project, review and evaluate changes to the contract, and perform such other professional services that may be normally required during the construction phase of the project; and

d. Keep records of accounts with contractors and audit the contractors' applications for payments, review monthly estimates for payment while construction work is being carried on, certify the correctness of such estimates which, when properly certified, shall be transmitted to the Director not later than the 10th of the month following that in which the work covered in the estimate was performed, prepare and certify, during and at the end of the period of guarantee, any estimates due the construction contractors. During the period of guarantee, Architect shall furnish such services as may be required to see that the guarantee provisions are carried out by the construction contractors.

4. Manager shall provide, if in the opinion of the Director the job so requires, a qualified full-time resident architect in the field for continuous daily administration and inspection of the project, as distinguished from the services to be provided under subparagraph 2 above. All such additional personnel shall be acceptable to the City and Manager and shall work under the direction of Manager.

5. During the progress of the work, Manager shall furnish the Director with written reports as necessary, but at least monthly, of the progress and quality of the work and of any other information required by him. Architect shall also cooperate with the Director in preparing and checking any other information and data required by the construction work.

6. When the construction work has been completed, Manager shall correct the approved working drawing tracings to conform with the "record" conditions and

submit such corrected original tracings, drawn on Mylar, to the Director to become the property of the City.

7. Based on observations at the site and on the Contractor's Applications for Payment, Manager shall determine the amount owing to the Contractor and shall issue to the Director for approval Certificates for Payment. The issuance of a Certificate for Payment shall constitute a representation by Architect to the City, based on Manager's observations at the site and on the data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Manager's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents subject to the following: an evaluation of the Work as a functioning whole upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviation from the Contract Documents correctable prior to completion; and any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, Manager shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Contract Sum.

8. Manager, together with the Director, shall conduct inspections to determine the Dates of Substantial Completion and Final Completion, shall receive written guarantees, if required, and related documents assembled by the Contractor, and shall issue a Final Certificate of Payment.

9. The City shall not consider the services to be furnished by Architect under Stage III as completed until: a). all parts of the improvement, as constructed, have been certified as having been constructed and built in accordance with Codes and other applicable provisions as required by the various departments, bureaus and other governmental agencies having jurisdiction or interest; b). such certificates are in the hands of the Director; c). the estimate for the last payment to the Contractor, or contractors, has been certified and transmitted to the Director; and d). the corrected original tracings required by the City have been turned over to the Director.

Sample Vendor List

Jamie Belkin Events
2460 Fairmount Boulevard, Suite 303
Cleveland, Ohio 44106

EventWorks, Inc.
Beachwood Studios
Production Center
23330 Commerce Park
Beachwood, Ohio 44122

Jacobs Investment
1231 Main Avenue
Cleveland, Ohio 44113

Paragon International, Inc.
5725 Oleander Drive, Suite D4
Wilmington, NC 28403

Kenneth J. Geist
Executive Vice President
Sage Hospitality
1575 Welton, Suite 300
Denver, CO 80202

Global Spectrum
Business Development & Client Relations
41-B New London Turnpike
Glastonbury, CT 06033

SMG
300 Conshohocken State Rd. Ste 770
West Conshohocken, PA 19428

PMI Entertainment Group
1901 South Oneida Street
Green Bay, WI, 54304

AEG Corporate Headquarters
800 West Olympic Blvd., Suite 305
Los Angeles, CA 90015

ARAMARK
1101 Market Street
Philadelphia, PA 19107