

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

Architectural Work for Gem Theatre – 111 W. 1st St

Date Issued: January 18, 2018 Proposals Due: February 16, 2018

PUBLIC NOTICE

The City of Kannapolis, NC is soliciting responses to a Request for Qualifications (RFQ) from architectural firms to provide professional architectural design services for the Gem Theatre located at 111 West 1st Street, Kannapolis, NC. This RFQ defines the proposed scope of services and the basis for selecting the firm. The RFQ and information related to this solicitation will be posted to the City website at http://www.kannapolisnc.gov. For questions related to this solicitation or for an electronic copy of the RFQ, contact Irene Sacks, Director of Economic & Community Development isacks@kannapolisnc.gov. All Minority, Woman and Small Businesses are strongly encouraged to apply. The deadline for submission of Statements of Qualifications is the close of business February 16, 2018 at 401 Laureate Way, Kannapolis, NC 28081.

The City reserves the right to reject any offer for failure to comply with all requirements of this Notice or of any of the contract documents. However, the City may waive any minor defects or informalities at its discretion. The City further reserves the right to reject all offers or award a contract which, in its judgment, is in the best interest of the City.

PROJECT OVERVIEW

The City of Kannapolis, NC ("the City") plans to contract with an architecture firm to provide professional architectural design services for planning, stabilization, and ADA compliance for the Gem Theatre located at 111 W. 1st St in Kannapolis ("the Property"). Though not currently on the National Register for Historic Properties, the theatre originally opened on December 31, 1936. A fire gutted the theatre, and the Gem was rebuilt in 1948, featuring 916 seats, including a balcony. The Gem has been open ever since and is one of the oldest single-screen movie theatres in continuous operation today.

The building is owned by the City of Kannapolis as part of its purchase of downtown properties in late 2015. The theatre is currently operated as a private business. The City's goal is to preserve the historic quality of the building while addressing some key functional issues, and looking to how the building will need to adapt in the future. More specifically, the scope of work will include:

Phase 1

- 1. Measured drawings of the existing building.
- 2. Schematic master planning, including connected facilities. This involves the consideration of potential uses for the Gem Theatre over the long term (ex: as a performing arts center), space planning for current and future needs (ex: larger lobby), and whether and how the adjacent spaces at 109 and 113 W. 1st St could be incorporated into the space used by the theatre.
- 3. Schematic design options for ADA toilet solutions. Currently, bathrooms are on the 2nd floor and there is no elevator. The City desires a functional, cost efficient solution to provide ADA toilet access. Options may include adding an elevator, adding bathrooms in adjacent spaces, or expanding into the rear of the building.
- 4. Initial building code analysis of existing and proposed uses.
- 5. Coordination of hazardous materials testing.
- 6. Assessment of mechanical systems (HVAC) to determine longevity and replacement needs.
- 7. Preliminary budgeting of ADA compliance work and abatement.

Phase 2

After this initial work is complete, the City will determine whether to move forward with engineering, construction drawings, and to administer the short-term project work. Short term projects will be limited to ADA compliance and abatement. The long term plans should be kept in mind as the short-term projects are addressed. Implementation of the long term plans will be determined by budget and the ultimate use of the property.

The City is seeking a firm whose combination of experience and personnel will provide timely, cost effective and quality professional services for this project. Areas of expertise should include design, cost estimation and construction administration of/for historic properties and public venues. Experience working for local governments, specifically in the renovation of historic properties will be considered as part of the evaluation process.

The anticipated project timeline and target dates are as follows:

| Project Milestone | Date |
|--|-------------------|
| RFQ due | February 16, 2018 |
| Architect selected, contract executed | March 13, 2018 |
| Schematic master plan, design options, and | May 7, 2018 |
| building code analysis complete | |
| Hazardous materials testing complete | May 7, 2018 |
| Preliminary budget complete | May 21, 2018 |
| Notice to proceed and contract for engineering and | June 25, 2018 |
| construction drawings | |

QUALIFICATIONS PACKAGE EVALUATION CRITERIA

Qualifications Packages will be evaluated on the firms' ability to meet the requirements of this Request for Qualifications (RFQ). Some heavily weighted, specific evaluation criteria, among other factors, will include:

- Experience with renovation of historic properties and/or adaptive re-use
- Experience with renovation of theatres, performing arts centers, auditoriums, or similar public venues
- Ability to adhere to limited project budgets
- Ability to meet established schedules
- Qualifications, certifications, abilities, architectural disciplines and geographic location of key individuals identified in the Qualifications Package
- Qualifications of any specialty firms included in the Qualifications Package
- References

SUBMITTAL REQUIREMENTS

If your firm would like to be considered for providing the required services for the City, please submit one electronically distributed copy of your Qualifications Package to:

Irene Sacks, Director of Economic & Community Development via email at: <u>isacks@kannapolisnc.gov</u>

Title on Package: RFQ – Gem Theatre Architectural Services

In addition, please send three (3) bound copies with the same title to:

Irene Sacks Kannapolis City Hall 401 Laureate Way Kannapolis, NC 28081

Each firm is solely responsible for the timely delivery of its Qualifications Package. All Qualifications Packages must be received by <u>5:00 PM, Friday, February 16, 2018.</u> No Qualifications Packages will be

accepted after this deadline. Firms accept all risks of late delivery of Qualifications Packages regardless of fault.

The Qualifications Package should consist of a cover Letter of Interest including, at a minimum the information described below. Due to the limited complexity of the project, and the short turn-around time scheduled for both submittal and review general marketing materials are permitted to be submitted to supplement the Letter of Interest. The Letter of Interest must identify a contact person for questions during the RFQ process and provide contact information including telephone number, email and postal address.

Required information (in the Letter of Interest or in supplemental marketing materials):

- 1. Identify the legal entity that would enter into the contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, and corporation), state of incorporation or organization and Federal Employer Identification Number, and the name and title of the person authorized to enter into an agreement.
- 2. Provide list (or chart) identifying members of the team, including consultants who would be assigned to this project. The list (or chart) should clearly delineate past relevant experience, roles and responsibilities of the various team members. Please indicate the geographical location of any team member whose office is outside the Kannapolis/Concord/Charlotte region. Supplemental marketing materials can be used to satisfy this information.
- 3. For proposed consultants, please provide the name of each firm, the office location, contact name and telephone number, and the services to be provided.
- 4. State any conflicts of interest your firm or any key individual may have with the City.
- 5. List any contracts performed in the past (8) years by your firm for projects that were similar in size or type to this project. Include a brief description of each project, list the date services were performed, the owner's contact information (name, phone number, email address and physical address), the construction cost estimate, final actual construction cost (including change orders), and total time period involved. Supplemental marketing materials can be used to satisfy this information.
- 6. Litigation History Include a statement detailing whether your firm is currently in litigation or has been in litigation in the past five (5) years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.
- 7. If a significant portion of work on any project task is expected to be performed in any office other than in Kannapolis/Concord/Salisbury/Charlotte region office listed, list each task and the associated office from which work will be performed.

8. Provide information on your current workload, key staff member availability, and how your project team would accommodate this project.

ADDITIONAL INFORMATION ABOUT THIS RFQ

Selection Committee

A Selection Committee will evaluate the information submitted. Interviews with short-listed firms are not anticipated, but may be requested.

Please direct all questions and requests for information by email to <u>isacks@kannapolisnc.gov</u>.

Public Records

Upon receipt by the City, your Qualifications Package becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Your Qualifications Package will be reviewed by the City's Selection Committee, as well as other the City staff and members of the general public who submit public record requests. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Qualifications Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Qualifications Package, each firm agrees that the City may reveal any trade secret materials contained in such response to all the City staff and the City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Qualifications Package as a trade secret may be disqualified from the selection process.

Clarification of Submittal

The City reserves the right to obtain clarification of any item in a firm's proposal or to obtain additional information.

Conditions and Reservations

The City expects to select one (1) firm, but reserves the right to request substitutions of consultants. The City reserves the right to reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

PERFORMANCE EXPECTATIONS

Fulfilling Contract Obligations

- The selected Architectural Firm (the Architect) will understand and uphold the City's best interest at all times.
- The City's Project Manager and the Architect shall be responsible to review these Performance Expectations periodically, and participate fully in the Project Team Evaluation process.
- The City's Project Manager and the Architect shall be responsible to read, understand and fulfill all items in the contract.
- The Architect is responsible to fulfill all of the requirements of the contract.
- The Architect is responsible for the schedule, budget and quality of all of the work performed on the project, including that of their consultants.
- The Architect shall maintain continuity of staff assignments. Written approval from the City's Project Manager is required prior to changing staff assignments.

Timeliness/Responsiveness:

- Phone calls shall be returned by the end of the next working day.
- All correspondence which includes a request for response shall be responded to within the specified time frame.
- The Architect shall inform the City's Project Manager in a timely manner of upcoming concerns, problems, etc. such that they can be addressed by the Project Team without delaying the project schedule.

Clarity:

- The City's Project Manager shall clearly lay out the project goals at the beginning of the project, and communicate additional expectations as soon as they are known.
- The Architect shall request clarification in a timely fashion from the City' Project Team whenever required in order to understand the City's expectations.
- All communication shall be presented in a timely, clear and concise manner.
- Invoicing: With each invoice, a minimum of detail will include date, the City's Purchase Order Number, site visit dates, site visit purpose, related testing, etc.
- Monthly Status Report: With each monthly invoice, the Architect shall provide a signed *Monthly Status Report* and document in that report any project questions/issues/concerns to be addressed by the Project Team.

• Questions/problems identified in the *Monthly Status Report* shall be promptly addressed by the entire Project Team.

Citizen Contacts:

Outside Correspondence:

- The Architect shall provide copies of all correspondence with property owners and third parties associated with the project according to contract requirements.
- The Architect shall not convey to citizens information on the City' policies or procedures unless otherwise directed by the City's Project Manager.
- The Architect shall represent the City in a professional manner.

Council/Public Meetings:

- The Architect shall participate in a professional manner in all Council or public meetings at a level determined by the City's Project Manager (e.g. serve as main speaker, share speaking responsibilities with Project Manager, answers questions etc.).
- The Architect shall prepare exhibits that provide clear, understandable information meeting the specifications set forth by the City's Project Manager and the contract.
- The City' Project Manager will provide a clear description of all exhibits, PowerPoint presentations, handouts etc. to be included in the public meeting. The City's Project Manager will provide a clear explanation of which topics the Architect will be responsible to present at the meeting.

Providing Quality Submittals

- The Architect shall provide recommendations/solutions that are innovative, appropriate, practical, feasible, cost effective, meeting the goals of the project.
- The Architect shall submit high quality work that meets all the City's standards, criteria and requirements as set forth in the Contract Scope.

Meeting Milestone Deadlines

- The Architect shall meet all milestone deadlines as identified in the Contract Scope. A draft of those target milestones is included in this RFQ.
- The City's Project Team shall meet all review milestone deadlines as identified in the Contract Scope.

Meeting Budgets

- The Architect shall work within the parameters of the budget and invoicing procedures as specified.
- No transition of funds from one task or another, or use of Specified or Unspecified Additional Services monies shall occur without prior written approval from the City's Project Manager.
- The Architect is responsible for recommending alternative selections, design parameters, proposed alignments, major project features, and special provisions etc. that follow the City standard practices and meet the goals of the project. The Architect is responsible to obtain clarification from the City's Project Manager prior to spending significant time on major tasks.

The City will not compensate the Architect for any alternatives, alignments, and submittals etc., developed by the Architect without prior approval from the City's Project Manager that does not meet the goals of the project.