

THE FLEA THEATER

Request for Proposals Owner's Representative Services

for

THE FLEA THEATER *RAISE THE ROOF* CAPITAL PROJECT

The Flea Theater, a 501©3 non profit corporation, seeks proposals to provide owner's representative services for the acquisition, design, and renovation of its space in TriBeCa.

The Flea Theater
Jim Simpson, Artistic Director
Carol Ostrow, Producing Director

February 19, 2007

**Please submit Proposals no later then 2:00 PM on Friday March 16, 2007
in order to be considered.**

The award winning Flea Theater is planning to “*Raise the Roof*” -- acquiring, designing, renovating, upgrading and enlarging its space in TriBeCa. Our plan is to either purchase four stories of the renovated factory building we now occupy or to purchase a similar space in a building in our immediate neighborhood. The Flea is currently seeking an owner’s representative to oversee the entire project which entails purchase of property, oversight of the design and renovation of the space as well as management of the funding process which constitutes both public and private funding. The Flea’s artistic mission is to “create joyful hell in a small space” and we desire the services of a like minded firm that will bring creativity, knowledge, experience and entrepreneurship to what will be a complicated process. We ultimately seek a new space that will be welcoming, comfortable and chic for artists and audiences alike that will keep The Flea at the forefront of the downtown arts scene.

I. PROJECT OVERVIEW

With our actively committed Board and staff behind us, The Flea Theater has designed a \$9 million capital campaign entitled *Raise the Roof*. The three-fold campaign is intended to enhance and expand the capital resources we offer to artists and audiences, grant us ownership and permanent occupancy of our space, and establish working capital funds for future growth.

A. **Enhancing Capital Resources:** Founded by working artists, The Flea was created with an ideal of providing the highest standard in capital resources for artists and audiences alike. As a result, The Flea led the way in raising standards for all of Off-Off-Broadway. But the natural progression of technology, along with wear and tear from the sustained and heavy use of our spaces, has begun to threaten our ability to serve the artists and audiences of the future. Our newly enhanced space will:

- address artistic capacity by creating new rehearsal facilities, upgrading lighting and sound packages, and making the individual theaters more flexible;
- address artist comfort by creating new and upgraded dressing rooms, green rooms, and above-ground office space;
- address audience capacity by fulfilling ADA compliance issues, creating new signage and visibility, and designing crowd-friendly lobbies; and
- address audience comfort by installing new heating & cooling systems, comfortable seating, and upgrading bathroom facilities.

B. **Ownership and Occupancy:** Founded and led by mature career artists, The Flea’s leadership understands the crushing pressures of constant rent and occupancy concerns, and understands how counter these pressures are to the safe and nurturing environment needed for the creation of great art. We are committed to leaving a solid, debt-free legacy for the next generation of artists and leaders who inherit The Flea, allowing them to focus more on art and less on business. This means:

- the outright purchase of our current or an equivalent building; and
- the establishment of earned income capacity from varied sources, including theater rental, increased performance activity, and rehearsal space rental.

C. Working Capital Funds: The Flea has had a significant impact on the eco-system of New York theater by re-infusing it with entrepreneurial spirit and small-business savvy. Building on this approach, *Raise the Roof* includes the establishment of:

- a \$150,000 cash reserve for increased operating flexibility,
- a \$350,000 enhancement fund, to retain ownership of commercially transferred productions, and
- a \$500,000 operating fund to offset increased building maintenance and energy costs.

II. CLIENT OVERVIEW

The Flea

Founded in 1996 by three of New York's most acclaimed downtown theater artists - director Jim Simpson, designer Kyle Chepulis, and playwright Mac Wellman - the award-winning Flea Theater was originally formed out of the purely artistic impulse. Brash, energetic, and dedicated, we quickly became a downtown beacon for creative artists of every discipline, and for audiences seeking bold and inventive work. Soon a more formal mission was born: to raise the standards of Off-Off-Broadway for artists and audiences. Comfortable seats and decent dressing rooms became as much a part of our mission as talented artists and big ideas.

Non-institutional and non-commercial, The Flea embodies the spirit of adventure and experiment that has defined Off-Off-Broadway since its inception. Part playground, part laboratory, and part training ground, we are home to established artists taking new risks, emerging artists developing their ideas, and mid-career artists solidifying their audience and identity. We are also one of the only professional theaters left in New York that maintains an open-door policy for artists, which we believe is crucial to keeping New York theater vital. With the continued participation of our founders and an ever-growing community of diverse and creative talents, The Flea truly represents the wide range of what is possible Off-Off-Broadway.

The Flea has been home to some of the world's leading emerging and established talents in theater, music, and dance, drawing more than 100,000 audience members through our doors in the past ten years. Our stages have featured Sigourney Weaver, William Bolcolm, A.R. Gurney, Elizabeth Swados, Irene Worth, Bang on a Can, and Big Dance Theater, among others. We've won two OBIEs, an Otto, a Drama Desk, and a number of special citations including, for two years in a row, a place on *The New York Times*' Top Ten Shows of the Season list--unprecedented for a theater of our size and locale.

A seminal early Flea production was *The Guys*, which captured the hearts and minds of New York City after 9/11. Running just a few short blocks from Ground Zero, *The Guys* turned into an extraordinary community phenomenon and played to 13 months of sold-out houses before being made into a feature film. By the end of its run it had featured a rotating cast that included Sigourney Weaver, Bill Murray, Susan Sarandon, Tim Robbins, Swoosie Kurtz, Bill Irwin, Carol Kane, and Amy Irving, among others. More than 13,000 people ventured downtown to our tiny yet dynamic 90-seat house at a critical moment in New York's history .

Impact on Lower Manhattan

Ever since The Flea came to TriBeCa in 1996, it has served a special niche in the landscape of New York City cultural institutions. Harkening back to the days of wild experimentation that resulted in the creation of the Off-Off-Broadway movement, we have helped expand the notion of Off-Off-Broadway to include Lower Manhattan and the TriBeCa, Chinatown, and Wall Street neighborhoods. In cooperation with our neighboring theaters, we have helped to establish a new theatergoing market, making it appealing, safe, and easy for “uptown” audiences to venture below Houston to seek out new work.

The caliber of artists and artistry on our stages has also been a great boon for Lower Manhattan, with more than 100,000 people coming through our doors in the past nine years, patronizing local restaurants, bars, parking facilities, and delis. While the first beneficiaries of *Raise The Roof* will be our current constituency, we anticipate a 20% increase in artist, media, and audience traffic after completion, as a result of our newly available rehearsal spaces, the expanded artist and audience access to both of our theaters, and high-profile partnerships with other emerging companies such as the music and dance troupes who participate in our annual festivals, the International Fringe Festival, and the small arts groups who will be renting our improved performance spaces.

The Flea has changed a great deal since its early mission to “create a joyful hell in a small space”. In fact, the original plan was to operate the theater for five years and finish with a bang. But in 2001, after the huge success of *The Guys*, it became apparent that The Flea had an important and longer-term role to play, both as a beacon for brave and relevant art, and as a mascot for the resiliency of Lower Manhattan. With *Raise The Roof*, we proudly rise to that challenge.

Project Objectives

This new building opportunity for The Flea will ensure that the organization will remain a leader in the Lower Manhattan community, and that its services will continue to be easily accessible to our constituents. The *Raise the Roof* capital project will provide long-term stability in the form of affordable rehearsal, performance, office, classroom and technical support space. With our enlarged premises, The Flea will be able to expand current programs, create new programming and increase the quality of the experience for artists, audience and staff.

The fit-out for the new Flea should be designed to meet the following minimum objectives:

1. An architectural aesthetic that is contemporary, functional, and appropriate to the mission of the organization, especially as it relates to the activities of the theater and the hands-on ethos of the founders.
2. Consideration of the different programmatic elements that will take place in the same space in terms of flexibility, large/small spaces for different uses, security and privacy.
3. Environmentally-responsible design to the highest possible level by incorporating green materials and energy-efficient building systems throughout.
4. A design that can withstand daily wear and tear of our performance and rehearsal schedule, and needs of our artists.
5. A design process that is inclusive of staff input and which can incorporate participation from The Flea Board of Directors as well as city, state and federal funding overseers.
6. Completion on time and on budget.

Project Schedule

The preliminary Project Schedule anticipates procurement of space by July 2007, to be followed directly with the selection of the Architect, with a Pre-Schematic Design phase to be completed by October 2007. Design Development and Construction Documents are scheduled to take six months, including time for review by the various federal, state and city funders. During this period, fundraising will also be proceeding, though major funding has been secured that will include purchase of our space. The schedule will be further revised once an Architect is selected, and the durations included here may be shortened. According to the current timetable, construction will start in May 2008 to be completed by May 2009.

III. OWNER'S REPRESENTATIVE SCOPE OF SERVICES:

The Owner's Representative firm shall be The Flea's agent, consultant, advisor, and authorized representative through all phases of the project through completion and occupancy.

Owner's Representative services are to be provided during the following phases, which are described in further detail herein:

- Site Acquisition
- Preconstruction Phase
- Bidding/Award Phase
- Construction Phase
- Closeout Phase

While the scope may vary during the course of the project, at a minimum it is expected that the following be required:

SITE ACQUISITION PHASE

- A. View alternative properties and work with The Flea leadership to determine appropriate offer price and bidding strategies**
- B. Participate in negotiation process**

PRE-CONSTRUCTION PHASE

A. Establish and Document Project Requirements

- Meet with team members to establish and document Project Requirements ensuring a complete understanding of the Owner's short and long-term objectives and requirements
 - a. Establish key milestones schedule and project strategy.
 - b. Site and project logistics requirement
 - c. Project quality requirements
 - d. First-Cost vs. Operating Cost priorities
 - e. Project Target Budget
- Attend and chair project team meetings bi-weekly (at a minimum, more if required), including detailed preparation of agenda and minutes.

B. Design Team Management and Construction Team Selection and Management

- Review design documents during development for constructability, coordination, completeness and value. Provide a written constructability analysis report with recommendations to the Owner and Architect at the completion of design development and construction documents phases.

- A comprehensive construction cost estimate at the completion of the Design Development phase and Construction Drawing phase. Make recommendation to the Owner if the estimated costs exceed the Owner's budget.
- Prepare a value engineering report including recommendations to enhance the design effort at the completion of design development phase evaluating alternative materials and systems.
- Analyze the project requirements and develop a site logistics and phasing plan to allow for construction activities.
- Assist the architect with issuance of a construction bid packages, summary of work, phasing, general condition, etc.
- Generate list of local qualified contractors and assist the architect with responses to contractor's questions.
- Develop a list of additional consultants that may be needed for the project and review with Owner. Assist with hiring consultants including writing RFP and managing bid/selection process including advising on process, analyzing proposals, assisting with negotiations, reviewing draft of standard agreements.
- Develop a Request for Proposal for a General Contractor consistent with this project's requirements, conduct pre-bid conferences and solicit responses from three or more qualified construction firms.
- Provide a complete analysis of the proposing contractor's RFP responses including the development of direct comparisons and recommendations.
- Assist Owner in the award of the contract and negotiation of appropriate terms in the General Contractor agreement with the selected contractor.
- Assist the General Contractor in developing qualification criteria and recommending qualified sub-contractors to bid and assist in developing and managing the sub-contractor RFP Process.

C. Project Management and Controls

- Establish and implement the appropriate financial and administrative controls for the remaining portions of the design phase of the project.
- Monitor the design process including incorporation of program requirements into the design, monitor probes and investigations in behalf to the Owner and assist in the dissemination of information to consultants for their incorporation into the design
- Assist Owner's local counsel and all consultants.
- Attend meetings with public agencies and assist in obtaining permits, approvals, and other authorizations necessary for the development, construction and operation of the project.

- Work with General Contractor to prepare a Project Schedule, incorporating pre-construction and proposed construction activities and the coordination with the Owner's ongoing operations. Project schedule will provide enough detail to show
 - a. Design process activities
 - b. Architect/Engineer and Consultant activities
 - c. Approvals for all government agencies
 - d. Identification, tracking and expediting of long lead materials and equipment
 - e. Construction bidding process
 - f. Schedule of major construction activities
 - g. Occupancy and Closeout

Monitor and update project schedule biweekly during the preconstruction phase.
- Provide day-to-day interface with General Contractor and Owner's operational personnel to plan work and safety of operating facility
- Monitor and regular update schedule based on impacts due to design changes, field condition, results of probes and investigations and other related impacts.
- Manage the value engineering process by
 - a. Establishing criteria for variations in the schematics,
 - b. Regular project meetings to discuss ideas and suggestion
 - c. Discussing alternatives with the specialty contractors
 - d. Investigating current market trends and capabilities
 - e. Reporting and regular feedback to project team
- Assist the architect with contractor questions and maintain an RFI Log.

D. Project Budget

- Prepare a Master Project Budget including consultants, construction, FFE, Information Technology, Security and other related costs and contingencies including:
 - a. List of all hard and soft cost items
 - b. List of all document with issue dates
 - c. List of qualifications, assumptions and allowances
 - d. Allowed for temporary construction activities due to the planning of construction.
- Modify and update the estimate at the conclusion of each phase of design.
- Monitor and advise the owner of variance and available means to mitigate variances. Advise on options with differing impact or consequences.
- Work with Project Team to generate a cash flow forecast for the Project and update the same on regular basis.

CONSTRUCTION PHASE

A. Project Management & Controls

Once construction has started, act on behalf of Owner for all construction matters, except as otherwise directed by the Owner. Coordinate the work of the General Contractor with the operations, activities and responsibilities of the Owner and Project Team. Provide sufficient personnel with authority to achieve these objectives:

- Provide experienced on-site staff to provide services described herein.
- Schedule and conduct, as required, weekly Project Meetings at which Owner, GC, Project Team to discuss such matters as procedures, progress, problems scheduling, phasing and coordination with ongoing operations and other issues relevant to the successful completion of the work. Ensure the preparation and distribution of minutes of all meetings and shall track the progress of all action on items outlined;
- Arrange for storage of any Owner purchased items
- Provide or cause to be provided a detailed schedule for the operations of GC on the project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples and delivery of products requiring long lead time procurement;
- Provide regular monitoring of the schedule and safety as construction progresses. Identify and report on potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to Owner and GC adjustments in the schedule to meet their required completion date;
- Recommend courses of action to Owner when requirements of any contracts are not being fulfilled.
- Coordinate the periodic inspection by the architect and other necessary consultants on the work of the contractors.
- Consult with the architect if any contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of any questions, which may arise. Confer with Owner on any disputes requiring resolution through arbitration under the terms of the construction documents.
- In collaboration with the architect, establish and implement procedures for tracking and expediting the processing and approval of shop drawings and samples.
- Record the progress of the project. Submit written progress reports to Owner, including information on the contractors and work, the percentage of completion and the number and amounts of change orders.
- Receive contractor shop drawings, product data and samples and maintain log. Monitor Architect/Engineer for timely responses.

- Cause GC to maintain at the project site, on a current basis: records of all contracts; shop drawings; samples; purchases; materials; equipment; applicable handbooks; federal, commercial and technical standards and specifications; maintenance and operating manuals and revisions which arise out of the construction documents or the work.

B. Cost Tracking & Reporting

- Manage the Project Budget developed during Pre-Construction and monitor the GC's Anticipated Cost Report ensuring that all project related costs are tracked in a timely and accurate manner and reported in regular updates.
- Provide regular monitoring (at least monthly) of the anticipated final cost report, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise Owner whenever projected costs are anticipated to exceed budgets or estimates.
- Meet with the Owner regularly to provide executive level updates regarding project status.
- Revise and refine the anticipated final construction cost, incorporating pending and approved changes, and potential exposures as they occur, and update develop cash flow reports and forecasts as needed.
- Arrange for the maintenance of cost accounting records on authorized work performed under unit costs, actual costs for labor and materials, or other bases requiring accounting records.
- Maintain a daily construction log.
- Develop, implement and manage a system for review and processing of change orders.
- Recommend necessary or desirable changes to Owner and the architect, review requests for changes, submit recommendations to Owner and the architect, and assist in negotiating change orders
- Develop, implement and manage a procedure for the review and processing of applications by contractors for progress and final payments. Confirm all relevant attachments including certified payroll reports; affirmative action reports, etc. are included. Make recommendations for certification to Owner for payment.

PROJECT CLOSEOUT

Assist in closing out construction and all contracts as detailed below

A. Substantial Completion

- Upon the determination by the contractor of "substantial completion" of the project or designated portions thereof, direct the architect's preparation of a list of incomplete, unsatisfactory or non-confirming items "Punch List Items" required for completion/remedy prior to certification of substantial completion.
- After the architect certifies the date of "substantial completion", facilitate and monitor the contractor's completion of and the architect's review and approval of all punch list work.
- Coordinate with Owner's maintenance personnel and monitor the inspection of utilities, operating systems and equipment for readiness and assist in their initial start-up and testing.
- Facilitate any required training of Owner's maintenance personnel.

B. Final Completion

- Coordinate the architect's determination of final completion and provide written notice to Owner and architect that the work is ready for final inspection.
- Secure and transmit to the Owner and/or architect required guarantees, affidavits, releases, bonds and waivers.
- Turn over to Owner all keys, manuals, record drawings and maintenance stocks. Assist Owner's expediting consultant and other related vendors/contractors in obtaining temporary certificates of occupancy and permanent certificates of occupancy for the improvements, filing all notices of completion, coordinating final payment and securing final conditional lien releases and any other activities which may be required to occupy the project.

IV. DELIVERABLES

Budget

Following receipt of the existing Construction Estimates and the preliminary budget from The Flea, Owner's Representative will work with the project team and prepare a preliminary budget for The Flea review. This budget will include all hard and soft costs, potential exposures and appropriate contingencies. Budget will be updated periodically as new information becomes available. All project expenditures will be tracked through cost control system.

Agenda and Minutes

Owner's Representative will prepare detailed agendas and accurate, timely minutes for project meetings and work sessions.

Schedule

Following receipt of The Flea and architect project schedule, Owner's Representative will develop a master project completion schedule. Schedules will be monitored and updated regularly in conjunction with the project team. Schedule to be expanded when information is available from GC.

V. OWNER'S REPRESENTATIVE INDEMNITY REQUIREMENTS

Owner's Representative hereby agrees to indemnify and defend and hold harmless the Owner, together with its employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Owner's Representative, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of this Contract. Owner's Representative's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law.

VI. OWNER'S REPRESENTATIVE INSURANCE REQUIREMENTS

The Owner's Representative shall provide insurance with the coverage stated below:

- A. Broad Form, comprehensive or commercial general liability insurance, including Contractual liability coverage, against claims for personal injury, death or property damage with coverage in the amount of One Million Dollars (\$1,000,000) in respect to injury or death of a single person and in the aggregate, and One Million Dollars (\$1,000,000) in respect to property damage, together with excess/umbrella coverage equal to Four Million Dollars (\$4,000,000).
- B. Workers compensation insurance as required by statute. Employer's liability – Five Hundred Thousand Dollars (\$500,000) each accident.
- C. Comprehensive automobile/truck liability insurance, including coverage for any and all owned, non owned, hired or borrowed vehicles, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit, per occurrence for personal injury and property damage.
- D. Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.

All insurance policies shall be primary policies. The policies, except professional liability insurance, shall provide coverage on an occurrence basis. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Owner's Representative shall provide Owner, prior to execution of this Agreement and upon its request from time to time thereafter, a certificate or certificates of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of New York.

VII. SELECTION PROCESS:

The selection process will include a review of qualifications according to the following criteria:

- Project understanding and approach.
- Company expertise in overseeing similar renovation projects in a functioning facility particularly with not-for-profits.
- Staffing: dedication of personnel to The Flea project; appropriate back-up, in-house budgeting, value engineering, and construction logistics expertise
- Expertise in keeping projects within budget and on schedule
- Fee

IX. QUESTIONS

If there are any questions regarding the project and the Owner's Representative services Request for Proposal, contact Carol Ostrow, Producing Director, The Flea Theater, 212-226-0051, ext 104, carolo@theflea.org

X. SEALED PROPOSALS:

Proposals shall contain, at a minimum the following information:

1. Project understanding and approach
2. Firm description
3. Proposed team with specific experience and qualifications
4. Staffing Commitments and On-Site Presence
5. Relevant projects
6. Fee structure: proposed Owner's Representative services in a lump sum fees for Phase, Cost and Man-Hours for each of the following.
 - a. Site Acquisition
 - b. Preconstruction Bidding, Award Phase
 - c. Construction and Close Out Phases based on dates enclosed
 - d. Construction and Close Our Phases if construction exceeds one year
 - e. Additional Services
7. Fixed Reimbursable expenses included but not limited to telephone, computer, printer, fax, copier, office supplies, travel expenses, cell phone, internet, postage and special mail handling.
8. Deliverable Examples
9. Firm's Insurance Coverage

Five (5) copies of the firm's proposal shall be submitted in a sealed envelope clearly marked on the outside Owner's Representative Services Proposal. Proposals no later than 2:00 PM on Friday March 16, 2007 in order to be considered.

Please submit proposals to:
Carol Ostrow
Producing Director
The Flea Theater
41 White Street
New York, NY 10013

Late proposals will not be considered.

END OF REQUEST FOR PROPOSAL