



CEDAR RAPIDS

City Of Five Seasons

Request for Qualifications

April 9, 2009

**Architectural Services:
Paramount Theatre Post Flood Rehabilitation**

**PROJECT #0409-277
City of Cedar Rapids, Iowa**

City of Cedar Rapids
Purchasing Services Division

**SECTION I
NOTICE OF REQUEST FOR QUALIFICATIONS**

1.0 Receipt and Opening of Qualifications

1.0.1 All submittals must be received in a sealed envelope in City Hall (date and time stamped) by Friday, May 1, 2009 at 3:00 pm (our clock), Central Daylight Time, in order to be considered. City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Proposals sent via facsimile will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation **'SEALED RFQ – ARCHITECTURAL SERVICES: Paramount Theatre Post Flood Rehabilitation'** due on, **'Friday, May 1, 2009 at 3:00 pm CDT'**.

1.1 RFQ Timeline

Name of the Project	Architectural Services: Paramount Theatre Post Flood Rehabilitation
Date of Issuance	April 9, 2009
Theatre Tours (see 4.0.4, page 4)	Tuesday, April 21, 2009 beginning at 10:00 am, CDT
Deadline for Questions	Friday, April 24, 2009 at 3:00 pm, CDT
Deadline for Qualifications Submittal	Friday, May 1, 2009 at 3:00 pm, CDT
Submit Sealed Proposal to: Address <u>exactly</u> as stated → → → →	Sealed RFQ – Architectural Services: Paramount Theatre Post Flood Rehabilitation City Hall – Office of the City Clerk 3851 River Ridge Dr. NE Cedar Rapids IA 52402
Method of Submittal	In Person, U.S. Mail or Overnight Delivery. Fax proposals are not acceptable
Contact Person, Title E-mail Address	Judy Lehman, CPPB – Purchasing Manager j.lehman@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5022 Fax: 319-286-5130

1.2 The City reserves the right to accept or reject any or all submittals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any submittal responses that are received later than the date and time stated above. Late submittals will be retained in the RFQ file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Statements of Qualifications will be opened on Friday, May 1, 2009 at 3:00 pm (our clock) CDT in City Hall, 3851 River Ridge Dr. NE, Cedar Rapids.

1.5 Statements of Qualifications will be evaluated promptly after opening. Submittals may be withdrawn anytime prior to the scheduled closing time for receipt of qualifications; no submittal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II INSTRUCTIONS TO PROPOSERS

- 2.0 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The City of Cedar Rapids reserves the right to reject any or all submittals, and to accept in whole or in part, the submittals, which, in the judgment of the proposal evaluators, are the most responsive and responsible proposal.
- 2.1 This Request for Qualifications does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of Statements of Qualifications.
- 2.2 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFQ. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFQ may cause their proposal to be rejected.
- 2.3 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Qualifications, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.0 Term of Contract
- 3.0.1 Should your firm be selected for this project, a Professional Services Agreement, provided by the City (attached hereto for reference), with attachments to be completed by successful firm, and executed by the City Manager, shall become the document that authorizes the project. The City's project manager shall issue a notice to proceed, once the insurance requirements have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar services may be added and pricing negotiated during the term of the contract.
- 3.1 Term of Payment
- 3.1.1 Services authorized under this contract will be paid for upon receipt of an original invoice within thirty (30) days and after services are delivered and accepted. **The invoice shall clearly state a detailed description of the work performed, each staff member's name, category of employee, the billable hourly rate for each and the number of hours claimed for each. Sub consultant invoices shall include the same. Hourly rates for the prime consultant are expected to be all-inclusive of expenses, with the exception of any sub consultant(s)**
- Invoices shall be addressed as follows:
City of Cedar Rapids
Finance Department
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402

SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background

4.0.1 Starting the week of June 9, 2008, Cedar Rapids experienced flooding of historic and catastrophic proportions. The Cedar River crested June 13 at 31.12 ft, 19.12 ft above flood stage and 11.12 ft above the previous record set in 1929.

The Paramount Theatre has been listed on the National Register of Historic Places since 1976. Flood water rose to seven feet above the lobby floor, was one of over 7,000 properties impacted by the flood. The City of Cedar Rapids had completed a renovation of and addition to the Paramount Theatre in 2003 to stabilize the building and secure its future as the home of the Cedar Rapids Symphony Orchestra and as the host venue to many community-based and travelling performances.

Flood water destroyed many of the improvements as well as historic building finishes below the flood level. Moisture above the flood level has damaged the building and fixtures above the flood level. Emergency measures were undertaken to remove flood damaged building components, however the building has exhibited deterioration since then and additional mediation and/or reconstruction may be necessary. Additionally, dust generated from the demolition operations has migrated to all parts of the theater.

4.0.2 A flood damage assessment was completed by Howard R. Green Company (HRG), of Cedar Rapids, in late 2008. The format for this report is in the format for the insurance industry standard of Xactimate. Excerpts from that report are included for prospective architect's reference in responding to this RFQ. These documents should be viewed as a draft and not complete until damage scope reconciliation is done with FEMA. HRG is currently assisting the City of Cedar Rapids in working through the repair project's scope with FEMA.

4.0.3 Wiss, Janney, Elstner Associates (WJE), of Chicago, was hired in November 2008 as an historic preservation architect to assist with the restoration plan. Their findings are reported and also attached for the prospective architect's reference in responding to this RFQ. WJE's contractual obligations with the City are currently completed. Their contract has the ability to be extended into the repair and construction phase.

4.0.4 Theater tours for prospective architect(s) and sub consultant(s) – A tour of the damaged facility will be conducted on Tuesday, April 21, 2009, starting at 10:00 am CDT. The tours will be done in small groups and protective equipment will be provided. The tour will be conducted by Base Tactical Disaster Recovery, contact John G. Levy, President, contact number 248-840-0305. To accommodate and schedule the multiple groups with less waiting times, interested parties are encouraged to contact John Levy in advance.

4.1 Project Description

4.1.1 The City requires architectural and engineering plans for the post flood rehabilitation of the Paramount Theatre to meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. The successful firm will include on their team at least one professional qualified in the fields of Architectural History or Historic Architecture as set forth in the Professional Qualifications Standards from the Secretary of the Interior's Standards and Guidelines to advise and assist the design team and to assist in the preparation of documentation that may be required to substantiate the project's conformance with the Secretary of the Interior's Guidelines. The design team shall also include a full complement of design professionals including

but not limited to flood recovery expertise, the architect of record, structural engineer, mechanical engineer, fire protection engineer and electrical engineer.

4.2 Scope of Work

4.2.1 Define the historical context that will guide rehabilitation decisions within the historic theater building. Inventory historic artifacts that remain in place, but which have been damaged by the flood or are in danger of being damaged by reconstruction activities. Inventory historic artifacts that were removed from the building post flood and stored. Verify the architectural program for the rehabilitated theater in consultation with City staff, the Five Seasons Commission and the staff of VenuWorks.

4.2.2 Prepare drawings, specifications and all necessary bid documents that identify the extent of rehabilitation work including but not limited to: reconstruction of plumbing, heating, ventilating and air conditioning, electrical and fire protection systems; reconstruction of partitions removed as part of the emergency measures taken after the flood; reconstruction of historic finishes below the flood level including decorative plaster and painting, terrazzo flooring, carpeting and theater seating; identification of building components and artifacts that remain in place but that will need to be temporarily removed for repair or for protection; identify and specify areas to be cleaned and have environmental remediation, including mold; identification of repair and reconstruction building components above the flood level that have been damaged by the flood environment, and necessary repairs to the building envelope, including areas above the flood damaged areas.

Repair documents shall incorporate selected flood mitigation concepts and sustainable upgrade options. Functional upgrade evaluation, recommendation and options for inclusion shall also be included. Prepare an opinion of probable construction costs.

Participate in regular meetings with City representatives for design progress review and comment. Assist in providing information to communications specialist for dissemination to the public on this valued city building.

4.2.3 Administer bidding of construction work and maintain responsibility for issuance of any addenda. Analyze construction bids and provide recommendation.

4.2.4 Provide optional construction contract administration services. (This will not be part of the original contract, but will be a basis for selection of architect).

SECTION V - METHOD OF EVALUATION

5.0 Contract Awards - Any contract awards made by the City of Cedar Rapids are subject to approval by the City of Cedar Rapids City Council.

5.0.1 Award of contracts shall be made to the most responsible and responsive proposal from a Company whose proposal (and possible interview) demonstrates the services in the best interest of the City with regard to the criteria detailed and the specifications set forth herein to return the Paramount Theater, an historic jewel of the arts and entertainment culture of Cedar Rapids community.

5.1 Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal. The following is a partial list of the criteria that may be used in our determination of company responsibility and responsiveness:

5.1.1 Depth of experience of the individual firm and of its specific assigned employees with similar/relevant projects.

5.1.2 Understanding of disaster recovery and of regulatory review processes at the local, state, and federal levels.

- 5.1.3 Professional qualifications of the applicant (training/educational background appropriate to the project described herein) including professional experience above and beyond the minimum qualifications outlined in the Scope of Work.
 - 5.1.4 Firm's analysis, preparation and level of interest
 - 5.1.5 Technical alternatives, creativity and problem solving ability
 - 5.1.6 Strength and credibility of client references from similar projects.
 - 5.1.7 Familiarity with the Paramount Theatre, its history and architecture.
 - 5.1.8 Proposed project schedule and cost controls
 - 5.1.9 Identification of critical path items for implementing this project
 - 5.1.10 Communication capabilities
 - 5.1.11 Positive efforts toward DBE participation
 - 5.1.12 Compliance with all-inclusive hourly design rates requirements
- 5.2 Proposal Evaluation Procedures - Qualifications will be evaluated by an Evaluation Team (hereinafter referred to as the Team) using the "Evaluation Criteria" as listed above. Members will be employees from various City departments along with possible community stakeholder(s).
- 5.2.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the City's requirements. Each prospective firm is assured that any proposal submitted will be evaluated using the best available information and without any forgone conclusions.
 - 5.2.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.
- 5.3 Design Consultants may be shortlisted for interviews in Cedar Rapids at a mutually convenient time. The evaluation criteria above will apply for the interview phase as well.

SECTION VI - PROPOSAL SUBMITTAL

- 6.0 Proposers shall submit one (1) original and three (3) copies of their qualifications and include the following:
- 6.0.1 Cover Letter of Intent
 - 6.0.2 Contact Information
 - 6.0.3 Executive Summary
 - 6.0.4 Project Approach
 - 6.0.5 Background & Experience of the Applicant Firm, including references
 - 6.0.6 Resumes for All Applicant Staff Participating in the Project including references
 - 6.0.7 Background & Experience of Consultants to the Applicant Firm
 - 6.0.8 Proposed Cost Structure including Hourly Fee Statement (Hourly rates shall include all expenses, except sub consultants) and cost control and monitoring measures
 - 6.0.9 Certificate of Insurance as described on Professional Services Agreement (Attachment B)
 - 6.0.10 Signature Page (Attachment A)

SECTION VII GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF CEDAR RAPIDS, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
4. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
6. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
7. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
8. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
9. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.
10. **PIGGYBACK PROCUREMENT METHOD** - Upon request, the results of this proposal must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this proposal may be extended to other government entities within Linn County. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Cedar Rapids metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.
11. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
12. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
13. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
14. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
15. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.
16. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

17. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
18. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
19. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.
20. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the City, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.
21. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
22. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected.
- A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
- The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
23. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
24. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
25. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
26. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the City may consider your proposal non-responsive and reject the entire proposal. The City reserves the right to reject any and all proposals or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this proposal. The City reserves the right to negotiate optional items with the successful Proposer
27. **TAXES** - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
28. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any proposal opportunity.