



City of Cedar Falls, Iowa

Request for Proposals

CITY HALL REMODEL

Staff Contact Person:
Jamie Castle, Building Official
Inspection Services Division
319-268-5189
Jamie.Castle@cedarfalls.com

Project Number: 062427

ISSUED: July 1, 2019
PROPOSALS DUE: July 26, 2019, 2:00 p.m.

Background

The City of Cedar Falls City Hall was built in 1967. A major expansion occurred in 2000. Currently it houses the Mayor, Council Chambers, various meeting rooms, City Administrator, Community Development Department (Inspection Services, Engineering Services, Planning & Community Services), Finance and Business Operations Department (Finance, City Clerk, IT, legal, human resources, and administrative clerks), and the Police Operations Division (all police personnel and the administrative team for Public Safety Department). This remodel is prompted by the need to update the building due to aging materials (carpets and finishes), efficient operations of staff, as well as the move of Police Operations Division and the Public Safety administrative team to the newly completed Public Safety Building.

The City of Cedar Falls is issuing a Request for Proposals (RFP) from qualified consultants (and consultant teams) to prepare design development drawings and construction documents for the remodel of City Hall. These plans will be based on the enclosed schematic plans. City staff has reviewed its needs, evaluated a variety of options, and determined an appropriate schematic plan. Nonetheless, the City is open to alternative ideas proposers may have that achieve the same goals, with an eye toward improved operational efficiencies and/or reduced project cost.

Objectives

Schematic plans have been completed. Verification of existing structure and dimensions will be required. The selected consultant will provide full interior documents for bid, including but not limited to floor plans, interior elevations, structural, MEP, and interior finish selection. The design, materials, equipment, and finishes recommended are to be durable. Emphasis on decorative or showy items will be minimized. The City is seeking environmentally responsible design and products. The consultant is expected to provide information on the efficiencies and benefits of the materials and equipment, including estimated annual value (durability, operational cost reductions, environmental impact, etc.) to guide decision making.

It is anticipated that a mix of reuse and replacement will occur with the project. Existing City Hall desks, shelves and tables are in very good condition and will be reused in many cases. Cubicle dividers may need to be re-upholstered. Replacement of a majority of work station chairs, conference room chairs, and Council Chambers audience chairs is anticipated. Conference room tables should be reused, where feasible. The new public conference room (shown near the main entrance on the schematic plan) and downstairs conference/training room will need versatile furnishings and equipment planned for it that can be easily folded down, rolled into a closet, and/or stacked. New offices in lower level, north side of the building, as well as the administrative clerk area in the lower level are anticipated to need new furniture. Full carpet replacement is anticipated and adjustments in locations with/without carpet may be necessary based on changes in work group location. For example, Inspection Services area is best non-carpeted due to frequently muddy boots and the ease of cleaning it. Modernization of wall finishes is anticipated in Council Chambers, the Mayor's Conference Room, as well as main hallways (if needed). IT needs will be determined in the development of the plans, but purchased and installed separately by the City's IT personnel.

It is anticipated that the entire project will be bid at one time, however it will be sequenced to allow City employees to remain in the building during construction. The departments/divisions that will be housed in City Hall include: Finance & Business Operations Department (Finance, City Clerk, IT, legal, human

resources, and administrative clerks), Community Development Director, the Planning Division (planning and housing), the Inspection Services Division (inspections, code enforcement, stormwater), the Engineering Division (engineers, engineering technicians, surveyor), City Administrator (communications specialist and economic development coordinator) and Mayor. The best phasing is to be determined by the consultant, but initially thought to start in the police operations division, then engineering, then inspections, then planning, then IT/clerk/admin clerk area, and finally remaining areas (offices in south wing, Duke Young Room, Mayors Conference Room, and Council Chambers).

The City of Cedar Falls prefers to award to a single consultant team, able to provide all of the services requested. However, if deemed advantageous to the City, multiple teams may be selected.

Project Development

Proposals should include a description of the anticipated process and timeline to prepare the construction plans for bidding. This must include a project schedule that includes the points at which meetings with the City’s project team are anticipated. It is desired that the general topics for discussion at each meeting are noted, for example Meeting #1: Project Materials, Meeting #2: Project Phasing, Meeting #3: Detailed Discussion on Equipment & Furniture, etc.

Tentative Schedule

The anticipated consultant selection process and timeline for the project is outlined below. This schedule may vary depending public meeting requirements, budget or other factors.

Distribute RFP	July 1, 2019
Mandatory on site tour/ meeting	July 16, 2019 9:00 am at City Hall, Duke Young Conference Room
Submittal deadline	July 26, 2019 2:00 pm
Interviews (if needed, please hold these dates)	August 8 & 9, 2019
Consultant selection	August 16, 2019
City Council contract consideration	September 3, 2019*
Design project begins	September 4, 2019
Council Work Session to present & discuss proposed project	January 2020
Desired design plan completion date	February 28, 2020
Public bidding process for construction	March – April 2020
Construction start	May 1, 2020

* Signed contract and insurance documents needed by noon on August 28, 2019.

As a public project, a public bid letting is required. The anticipated schedule is as follows:

Set Public Hearing (Council meeting)	3/2/20
Public Hearing (Council meeting)	3/16/20
Bid letting	3/24/20
Low bid determination (Council meeting)	4/6/20
Contract award (Council meeting)	4/20/20

Consultant Interest

This RFP will be sent to architects the City has worked with in the past and other firms known in the area. Out of state or other architecture firms are invited to submit a proposal. The City encourages any interested consultants to indicate their plan to respond, so that any clarifications or updates to the RFP may be sent to all interested parties. Contact Jamie Castle at Jamie.Castle@cedarfalls.com to register your interest.

The City will host a voluntary informational meeting and on-site tour on July 16, 2019 at 9:00 am at City Hall. It will start in Council Chambers. There will be no meeting notes distributed after the meeting. If clarifications to this RFP or project approach are prompted by discussion at that meeting, staff will include pertinent information in the written response noted below.

The City does not anticipate holding individual meetings with interested consultants. Rather, written responses to clarifications or request for information will be provided. Questions should be submitted by noon on July 11, 2019. A written response will be issued no later than end of day July 15, 2019, to the list of all interested consultants. Questions submitted after July 11th may not be answered.

RFP Submittal Instructions. Terms & Conditions

Submittals must be received by the City Clerk, Attn: Building Official, 220 Clay St., Cedar Falls, IA 50613 by 2:00 p.m. (CST) on July 26, 2019. **Deliver seven (7)** bound copies of your submittal and an electronic version on a flash drive. Submit cost proposals in a sealed envelope.

All RFPs must be received by the above due date and time. Sole responsibility rests with the consultant to see that their RFP is received on time and at the stated location. Any responses received after due date will not be considered (nor will they be returned).

The proposal length is limited to 20 single-sided pages (10 double-sided pages).

The City of Cedar Falls reserves the right to accept or reject any or all proposals received as a result of this request. All information and material submitted in this request will become the property of the City of Cedar Falls. Selection of a team or firm will not be based solely upon the lowest responsible bid but will also take into account relevant experience on local government buildings, an understanding of the project goals, the firm's approach to the project, and references (where quality bid documents were completed on-time and the construction was completed within the estimated original cost). The City will determine, at its sole discretion, the firm(s) most advantageous to the City of Cedar Falls. All responses will be reviewed by a team of City staff to determine the best proposals.

This RFP does not obligate the City of Cedar Falls to contract to any firm, nor pay any cost incurred in the preparation of proposals submitted in response to this request.

All responses to this RFP are subject to the provisions of the Iowa Public Records Statute, Iowa Code Chapter 21.

Conflicts of Interest

Please identify any relationship that has existed, or presently exists with the City of Cedar Falls and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. If no relationship has existed or does not presently exist, the company must make this statement in the submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Cedar Falls).

Form of Contract

It is anticipated that an AIA contract would be used for the services provided. In addition, City of Cedar Falls insurance requirements must be met (attached). **The submission of your proposal will be considered confirmation that you have reviewed the attached City insurance requirements and that the required insurance will be met in the same form as what is provided in the attachment.** For those awarded the contract, insurance requirements must be provided in a timely manner and approved by City Staff prior to being placed on the City Council Agenda for approval.

Awarding the Contract

The finalist shall be contacted via phone and/or e-mail. In the event that more than one firm is being considered, modified bids may be requested of the ones selected.

Proposal Information

At a minimum, the City is seeking the following information from the proposer(s):

1. **Experience in significant office remodel/renovation projects.** Describe experience on local government buildings, in particular and how they may be different/similar to other projects.
2. **Timeline for design.** Include information on the company's availability, typical process with milestones, critical path items, and the like.
3. **Innovative solutions and understanding the project goals.** Are there project alternatives, opportunities to add value, or other ideas the consultant describes that could be of value for the Cedar Falls City Hall remodel/renovation project. How does proposal address the City's goals.
4. **On time and within budget.** Describe the consultant's accountability for delivering design within the timeframe specified for a project (and specifically for this one, with any recommended modifications and why). Demonstrated examples of resulting construction project being completed within the architectural firm's estimated original cost).
5. **Quality assurance/Control approach.** Detail on the consultant ensures quality documents are prepared. What methods are employed to review for accuracy, verification of meeting code requirements, etc. where quality bid documents? How has this been proven effective?

6. **Project team.** Provide information on the team members to be involved in the project. Indicate the organizational structure of the team proposed (including name, title and project role). Who will be the team members regularly meeting/communicating with the team? Note any secondary team members (those that work “behind the scenes” and will not be involved in meeting with the City. At a minimum, resumes and/or qualifications of primary team members should be provided to demonstrate their specific and relevant experience.
7. **References.** Provide no more than three references for similar projects completed by the proposer(s) within the last five years along with contacts for the project.
8. **Sealed bid.** A total project cost must be provided for the services identified in response to this RFP. If there are additional costs such as reimbursable expenses, they must be estimated and included with the bid. The bid must include fees representing all items discussed or proposed in the RFP. For example, if services are discussed in the RFP but intended to be conveyed as an additional service beyond the base scope of the project, then the proposal and bid should identify them as such and include a cost estimate. The City will consider whether additional services desired or not. The City anticipates a lump sum contract, considering schematic plans have been developed. If consultant would propose differently, then an explanation is desired.

Schematic Plans

Below are schematic plans developed by the Building Official, in coordination with the City's Administration team and staff. They are available in full size documents (≈ 24"x36") on the City's ftp site, accessible with an account. Contact Dan Jaeger in our Information Systems Division at Dan.Jaeger@cedarfalls.com to gain access. Original construction documents of the past construction projects will also be made available on the ftp site.

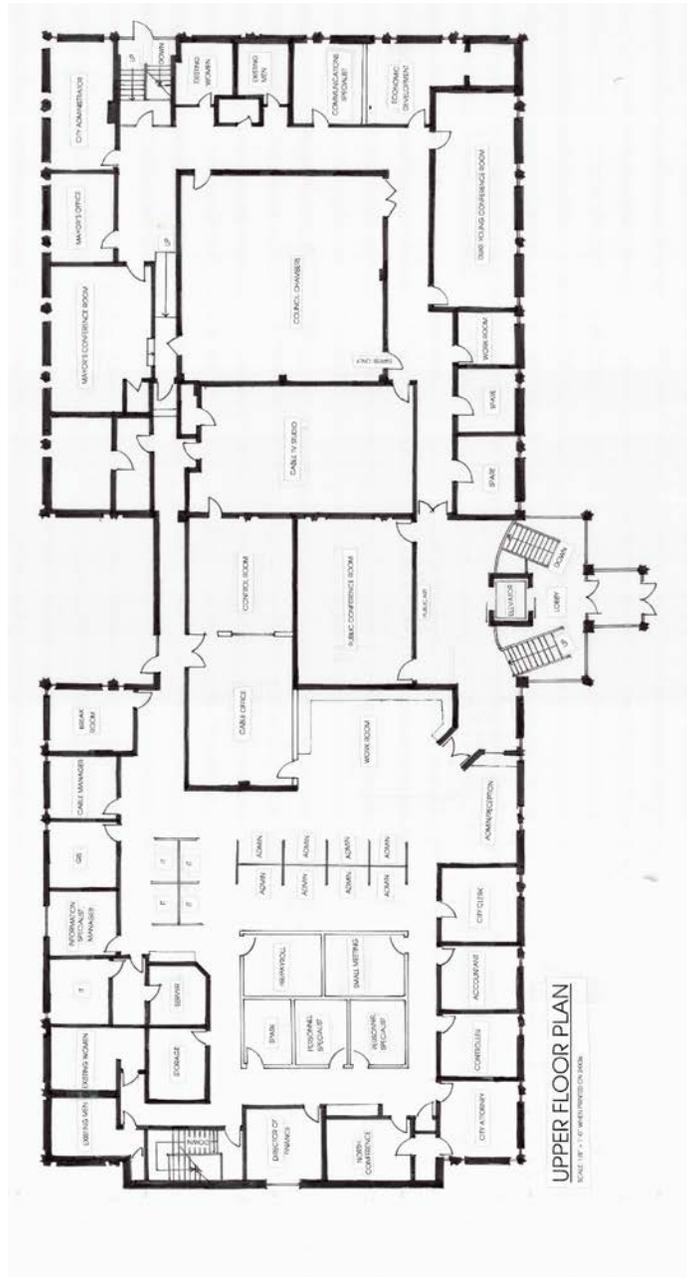


Exhibit B

_____ (insert project name)
Cedar Falls, Iowa
City Project Number _____

**INSURANCE REQUIREMENTS FOR
CONSULTANTS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed

by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or

negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.