

Northeast Iowa Community College  
1625 Hwy 150 South  
Calmar, Iowa 52132  
563-562-3263, ext. 202

Date Request for Proposal (RFP) Published: October 26, 2018

**Request for Proposal (RFP)  
For  
Professional Design Services**

The Northeast Iowa Community College (hereinafter “College” or “Owner”) will receive sealed proposals before 2:00 pm on November 15, 2018. Consultants are requested to submit a sealed envelope or box with the words Professional Services Proposal clearly marked on the outside and deliver to Northeast Iowa Community College, Attn: David Dahms, 1625 Hwy 150 S., PO Box 400, Calmar, IA 52132. Phone number: 563-562-3263, ext. 202. Email dahmsd@nicc.edu.

Bidders are requested to submit eight copies of their proposal accompanied by an electronic copy, in PDF format either emailed or provided on a flash drive. No faxed proposals will be accepted. Failure to provide information requested may be cause for rejection, however, the College reserves the right to request additional clarifications and information.

Each consultant assumes full responsibility for delivery and deposit of completed proposal package before the deadline. The College is not responsible for any loss or delay with respect to delivery of the proposals. The College reserves the right to reject any and all proposals and to negotiate changes with any consultant. The College is not liable for any cost incurred by any consultant prior to the execution of an agreement or contract. Nor shall the College be liable for any costs incurred by the consultant that are not specified in any contract.

In addition to the attachments and other requirements of this Request for Proposal, the proposal shall contain the following: a cover letter, an executive summary, narrative text as listed in Part III, Section O, and a professional fee proposal. The proposals shall include a detailed explanation of all fees. Exhibit F may be used for your fee proposal and the fee proposals shall be submitted in a separate sealed envelope.

Proposals should not contain promotional or display materials. All questions posed by the Request for Proposal must be answered concisely and clearly. Proposals that do not address each criteria may be rejected.

Submitted proposals will be reviewed and evaluated by the College. After evaluation, the highest ranking firms will be interviewed by committee for final recommendation to the board of trustees.

The duties required of the Architect are as specified in Attachment G hereto and by this reference made a part hereof, which is the form of the contract the Architect shall be expected to execute.

*Inquiries regarding interpretation of this RFP and other questions should be directed in writing to Rhonda Seibert at 563.562.3263, ext. 337 and/or email seibertr@nicc.edu no later than the close of business day on November 9, 2018.*

**TIMELINE**

October 26, 2018	RFP Issued
November 9, 2018	Inquiry Deadline
November 15, 2018	Proposals Due
December 7, 2018	Interviews by Committee
December 17, 2018	Contract Award by Board

## **PART I**

### **A. PURPOSE**

To hire an Architect to provide professional comprehensive design services for the contemplated project(s). Professional design services will include architectural structural, mechanical, electrical, civil and other consultants as may be required. Professional services should include, but are not limited to, conceptual facility planning, financial impact analysis, community engagement, site analysis, and needs analysis. Interested and qualified firms are invited to submit a proposal to provide professional services for the project(s) as noted below.

Construction Project(s) will include renovation and construction at the NICC locations in the cities of Calmar, IA, Peosta, IA, and Dubuque, IA. Projects include renovation of the following: Main Building, Peosta; Max Clark Building, Calmar; Dubuque and Town Clock Center, Dubuque as described in Attachment H. The College desires that it have available the best design and technical services in order to advise the administrators and employees of the College regarding design and technical information that may be required to make decisions regarding the Construction Project(s). The consultant shall be able to describe the potential effect on the College's long-term educational facilities. It is acknowledged that one or several projects may be in various stages of progression given the need for phasing to meet College operating needs. Appropriate personnel of the College will be designated to assist the work the Architect.

The general role of the Architect will be to meet and represent the expectations and interests of the College related to its Construction Project(s), cost management issues, program schedule, construction quality control and close out and warranty issues. The Architect shall communicate directly with the College and any additional consultants or professionals it may hire on all matters regarding the Project, including a Construction or Project Manager, or owners representative if so employed by the College.

### **B. INTRODUCTION-SCOPE OF SERVICES DEFINED**

1. The College is seeking architectural services to assist in the planning, construction and management of its Construction Project(s). Each bidder should provide information as is appropriate to demonstrate competence in the architectural field relative to the planning, design documents, construction administration, cost management and time management of public construction projects and Iowa Competitive Bidding Law.
2. The College's Construction Project consists of the project(s) listed in Attachment H.
3. This RFP shall contain performance responsibilities and expectations of the successful consultant. However, additional responsibilities shall be outlined in the

Owner/Architect Contract listed in Attachment G. If there is any inconsistency between this RFP and the Owner/Architect Contract the terms of the Owner/Architect Contract shall control.

## C. **DEFINED TERMS**

Approved Construction Budget: Means the construction budget figure established by the Owner in conjunction with the Architect and any other consultants. The Approved Construction Budget shall not include equipment or other items purchased by the Owner, if said equipment will not be permanently affixed to the public improvement. The Approved Construction Budget shall also not include other costs to the Owner such as Architect's fees, engineer's fees, and the cost of surveys, soil, investigations, and other tests and development fees, but shall include items to be permanently affixed to the public improvement or that, when attached, become so related to particular real estate that an interest in them arise under real estate law.

Architect: Means a person who is qualified by education and experience to design structures for each Project. No person can be an architect without being licensed in the State of Iowa.

Basic Services: Means the design, bidding, construction administration and closeout of the College's Construction Project.

Change Order: Means any change from the contract documents in Construction Project which is part of the Approved Construction Budget and which must be approved in writing by the Board prior to work being performed as a more particularly defined in the Contract Between Owner and Architect.

Construction Project: Means the Northeast Iowa Community College's Construction Project, as described in Section A.

Contract Documents: Means all documents that form the Agreement with the Architect, including this Request for Proposal and all attachments thereto, the Architect's Proposal, the Agreement with the Architect and all attachments and exhibits thereto.

Contractor: Means the person or entity identified as such in the construction contract for the Construction Project and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

Owner or College: Means the Northeast Iowa Community College, including its authorized representative(s).

Scope of Work: Means the planning, design, bidding construction administration and closeout of the College's Construction Project.

Timeline: Means the period of time, including authorized adjustments, allotted in the Contract Documents for each project for final completion of each project.

**D. BASIC SERVICES/RESPONSIBILITIES OF THE ARCHITECT**

The ARCHITECT, if hired, would be generally asked to perform all of the following professional services incident to the Construction Project including but not limited to:

1. Schedule-Time line (defined as: updating initial Time line as needed and approved by the owner)
2. Planning/Programming (defined as: developing the initial plan and conceptual Specifications for the Construction Project)
3. Schematic Design with detailed cost estimate
4. Design Development with detailed cost estimate
5. Construction Documents with detailed cost estimate
6. Advise on available alternatives for construction costs, schedules and feasibility
7. Provide cost benefit assessments to be used in selecting materials and systems
8. Bidding
10. Construction Oversight and Management
11. Contract Administration/Close Out
12. Warranty Inspections and Reviews
13. Commissioning, upon request of the College (defined as: verifying all facility systems work, such as HVAC, fire alarm, clocks, etc.)

**E. TERM**

The Architect must be available to begin service on January 7, 2019, and shall continue to serve at the direction of the College until the College's Construction Project, or any other additional projects, for which the Architect has been assigned responsibility, are fully completed and the warranty period has concluded. The contract may be extended upon agreement of the parties. The College reserves the right to terminate the contract on seven (7) days written notice. The College also reserves the right to negotiate and contract for an

extension of the Architect's services based upon a monthly or other mutually agreeable rate, which rate shall be a part of the bid proposal.

**F. ARCHITECT'S RESPONSIBILITIES FOR PRE-DESIGN SERVICES**

The Architect's Scope of Work responsibilities include, but are not limited to:

1. The Architect shall prepare financial data/information and conceptual/schematic plans and other materials, as authorized by the College, to be used in community communications about the project.
2. A representative of the Architect, selected by the Owner, will be present at reasonably scheduled meetings, as needed, with College representatives and/or the public to answer questions regarding the Construction Project.

**G. ARCHITECT'S RESPONSIBILITIES FOR DESIGN PHASE**

The Architect's responsibilities during these two stages of the Design Phase may include, but are not limited to:

1. Initial Design Stage:
  - a. Prepare Schematic Design Documents for Construction Project for the Project leading to a recommended solution together with a general description of the Project,
  - b. Prepare construction cost estimates and Total Construction Project cost estimates.
  - c. Prepare preliminary material and time schedules, for approval of the Owner.
  - d. Prepare Construction Budget for each project in conjunction with the Owner.
2. Final Design Stage:
  - a. Prepare from the approved Schematic Design Documents, for approval by the College, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials, construction cost estimate, revised schedule, and such other essentials as may be appropriate
  - b. Provide updated construction cost estimates.

- c. Compile and coordinate revised construction scheduling.
- d. Preparation of bid specifications and project manual, including paper and electronic copies.
- e. Assist in identifying potential bidders.
- f. Develop contract documents in consultation with Owner.
- g. Identify and solicit long lead time items.

**H. THE ARCHITECT'S RESPONSIBILITIES DURING THE BIDDING PHASE**

The Architect's responsibilities during the Bidding Phase may include, but are not limited to:

- 1. Assist in obtaining bidder participation.
- 2. Conduct pre-bid meetings at the direction of the College.
- 3. Coordinate bidding logistics.
- 4. Administer bid receipt procedures at direction of the College.
- 5. Analyze and evaluate bid proposals, including but not limited to cost implications and time implications.
- 6. Make bid award recommendations.
- 7. Assist College in resolving bid irregularities.
- 8. Update Approved Construction Budget for the Construction Project.

**I. THE ARCHITECT'S RESPONSIBILITIES DURING THE AWARD PHASE**

The Architect's responsibilities during the Award Phase include, but are not limited to:

- 1. Review Contractor submittals for conformance with the Contract Documents, including but not limited to: alternates, schedules, bonds and insurance.

2. Formulate and compile schedules of values from Contractor(s) through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
3. Compile and integrate construction schedules from Contractor(s) through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
4. Formulate and distribute notice to proceed.
5. Conduct pre-construction meeting.
6. Clarify job site administrative procedures.

**J. THE ARCHITECTS RESPONSIBILITIES DURING THE CONSTRUCTION PHASE**

The Architect' responsibilities during the construction phase may include, but are not necessarily limited to:

1. Develop, initiate and fully implement the following:
  - a. Quality management plan
  - b. Scheduling process
  - c. Shop drawing submittal and approval procedures
  - d. Progress payment procedure which must include Architect and Contractor reviewing and negotiating each progress payment application at least three (3) days before construction meeting and present College with written recommendation regarding each pay request at monthly construction meetings
  - e. Communication system
  - f. Reporting and record systems
  - g. Staging and site utilization plans
  - h. Expediting plan
2. Coordinate contractor(s) activities.

3. Verify receipt of approvals from governmental entities having jurisdiction over each project.
4. Administer construction contract(s).
5. Review project schedules and schedule changes and provide written documentation stating reasons for schedule changes and any recommendations regarding such change.
6. Motivate contractor performance.
7. Maintain contract document file, written and electronic progress and project reports and written cost accounting records.
8. Review and make recommendations with respect to requests for changes in the contract including all Change Orders. Prepare Change Orders as necessary.
9. Provide construction supervision as College's representative.
10. Monitor and evaluate contractor work for compliance with the Contract Documents.
11. Determine completion schedules.
12. Coordinate record drawings.
13. Verify changed conditions and Change Orders and document extra work performed; provide written recommendation to College regarding such changes and extra work prior to performance of work by Contractor.
14. Visit and inspect the site at least weekly, or at less time as agreed upon by the College, and prepare written and photographic documentation of visits as warranted.
15. Ascertain that the Drawings, Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules, policies and regulations. If the Architect recognizes that portions of the Drawings and Specifications are at variance therewith, the Architect shall promptly notify the College, in writing, and shall take all actions necessary to ensure compliance with all applicable laws, regulations and codes.
16. Verify final completion and coordinate clean-up.
17. Assist in start-up/commissioning work, as requested.

18. Negotiate final completion and acceptance of Construction Project by College.
19. Carry out such other requirements consistent with competent and responsible construction duties and procedures or as required by the College.

**K. THE ARCHITECT'S RESPONSIBILITIES DURING THE WARRANTY/GUARANTEE PHASE**

1. Make at least two (2) complete inspections of the work after the work has been accepted by College (i.e., one inspection at approximately eleven (11) months after acceptance and another inspection approximately twenty-two (22) months after acceptance).
2. Provide written report of inspections.
3. Evaluate the performance of any warranty work or correction of any defective work by contractor(s) under the terms of it/their contract(s).
4. Assist the College in getting defective work or warranty work completed by alternative means, if not performed by contractor, at no additional cost to College.

**L. THE ARCHITECT MUST MEET WITH THE COLLEGE'S DESIGNATED PERSONNEL AT LEAST BI WEEKLY DURING THE NON-CONSTRUCTION PHASE OF THE CONTRACT AND AT LEAST WEEKLY DURING THE CONSTRUCTION PHASE OF THE CONTRACT, UNLESS OTHERWISE AGREED TO BY THE COLLEGE AND SHALL PROVIDE ELECTRONIC AND WRITTEN REPORTS TO THE COLLEGE.**

**M. BIDDERS MAY SUBMIT VOLUNTARY ALTERNATE PROPOSALS FOR CONSIDERATION. BIDDERS MUST GIVE A COMPLETE DESCRIPTION AND GUARANTEED MAXIMUM PRICE OF THE SERVICES BEING OFFERED UNDER THE ALTERNATE.**

**N. THE COLLEGE MAY CHOOSE TO HAVE AN INTERVIEW WITH SOME OF THE PARTIES SUBMITTING PROPOSALS.**

**O. THE CONTRACT BETWEEN THE COLLEGE AND SUCCESSFUL BIDDER IS THE AIA B101 2017 FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AS MODIFIED, AT ATTACHMENT G. EVERY BIDDER AGREES TO ENTER INTO THE CONTRACT CONTAINED AT ATTACHMENT G AND AGREES TO THE TERMS AND CONDITIONS CONTAINED THEREWITH BY SUBMITTING A RESPONSE TO**

**THIS RFP. SUCCESSFUL BIDDER WILL BE EXPECTED TO SIGN THE OWNER-MODIFIED AGREEMENT WITH LITTLE TO NO NEGOTIATION OF TERMS. FAILURE OF THE SUCCESSFUL BIDDER TO ENTER INTO THE CONTRACT IN ATTACHMENT G MAY BE GROUNDS FOR REJECTION BY THE OWNER OF THE SELECTED ARCHITECTURAL FIRM.**

## **PART II**

### **A. INQUIRIES AND PROPOSALS**

All inquiries concerning this Request for Proposal are to be directed to:

Rhonda Seibert, Associate Vice President of Operations  
seibertr@nicc.edu  
563.562.3263 ext. 337

Proposal due dates are listed on page 2.

### **B. REJECTION OF PROPOSALS**

The College reserves the right to reject any or all proposals or parts thereof, to waive informalities and to enter into such contract or contracts as shall be deemed in the best interests of the College.

### **C. DISCLOSURE OF PROPOSAL CONTENT**

The laws of Iowa require that at the conclusion of the selection process the contents of the proposals be placed in the public domain and be open for inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

### **D. PROPOSAL OBLIGATIONS**

The contents of the proposal submitted by the successful bidder may become part of and be incorporated by reference into the Architect's Contract.

### **E. DISPOSITION OF PROPOSALS**

All proposals become the property of the College and will not be returned to the bidder.

### **F. IOWA STATUTES AND COLLEGE RULES**

Iowa Code Chapter 26 requires publication of a notice and hearing on plans, specifications, form of contract and estimate of total cost for any public improvement costing one hundred

thirty-five thousand dollars (\$135,000) or more<sup>1</sup>. Chapter 26 also requires that the advertisement for bids for such public improvements specifies bid security and sealed bid procedure, and requires that the contract be let to the lowest responsive, responsible bidder.

The terms and conditions of the Request for Proposal, and the resulting contracts or activities based upon this Request for Proposal shall be construed in accordance with the laws of Iowa. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interest of the College.

**G. SIGNATURE OF OFFEROR'S AGENT**

The proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.

**H. EVALUATION AND SELECTION PROCESS**

1. During the evaluation and selection process, the College may desire the presence of a consultants representative for the purpose of clarifying certain items in the bid, orally or in writing. Additionally, formal interviews of certain consultants may be requested.
2. If discrepancies between sections or other errors are found in a proposal, the College may reject the proposal; however, the College may, at its sole option, retain the proposal and correct any errors.
3. Evaluation of proposals will be based upon qualifications as set forth in Part I, Paragraph D, Part III, Paragraph O and Attachment A of this Request for Proposal, references, previous working experience with the College (if any), and bid amount.

**I. AWARD OF CONTRACT**

The award of the contract, if made, will be made in the best interests of the College. The resulting contract will consist of this document, the response to this document, written letters and agreements modifying or changing the same, and any final contract agreements, memorandums, and written classifications. The College may reject any or all bids or parts of any bids and in its sole discretion may waive irregularities in any bid. "The award of a contract in the best interests of the College" means that the College is not required to award the contract to the lowest money bidder, even if the bidder is financially responsible, but may award the contract to a bidder with a better service as determined by the College or who is more suitable to the College's intended purpose and whose bid is determined to be

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<sup>1</sup> Bid threshold increases to \$139,000 effective January 1, 2019. This new threshold will govern all NICC projects to be constructed under this RFP.

in the best interests of the College. Long range implications as well as short range implications will be considered by the College in making its decision.

### **PART III**

#### **A. TERMINATION**

1. The College may terminate the contract resulting from this request at any time on seven (7) days written notice for convenience.
2. The College may terminate the contract in the event of non-performance by the Architect and shall provide the Architect with seven (7) days written notice.
3. The College may terminate the contract in the event of merger or acquisition of the Architect which is not approved by the College.
4. The College shall be obligated only for those services rendered and accepted before the date of notice of termination and any reimbursable expenses, less any damages that may be assessed for nonperformance.
5. With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date before the end of the contract period without penalty to either party.
6. Notwithstanding any other provisions of the contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the state or College to appropriate funds or through discontinuance or material alteration of the Construction Project for which funds were provided, the College shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

#### **B. REGULATORY COMPLIANCE**

The Architect shall comply with all federal and state laws, rules, and regulations and all applicable College policies, rules, and regulations at all times.

#### **C. AUDIT OR EXAMINATION OF RECORDS**

1. The Architect shall agree that any authorized auditor, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, shall have access to and the right to examine,

audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Architect relation to orders, invoices, or payments of this contract.

2. All records relating to this contract shall be retained for such period of time as required by law.

**D. CHANGES**

Changes in contractual provisions or services to be furnished under the resulting contract may be made only in writing and approved by an agent of the Architect and the College.

**E. TAXES -- FEDERAL STATE AND LOCAL**

The College is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Architect's charges. The College is exempt from sales and use taxes on equipment and services supplied pursuant to this contract. No sales or use taxes shall be included in any bid price.

If a consultant includes in a price any state or federal tax which may be refunded, the consultant shall furnish proof as required by law which will enable the College to obtain any refund or credit to which it is entitled. If a service or an item is to be sold free of federal tax or any other state tax, the seller shall not include such tax in the price and shall furnish all proof required by law to assure that such tax will not be imposed upon the College.

**F. CONFLICT BETWEEN TERMS**

The College reserves the right to accept or reject any exception taken by the Architect to the terms and conditions of this Request for Proposal.

**G. GRATUITIES AND CONFLICT OF INTEREST**

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a College employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to the employee's duties. Furthermore, a public official, public employee, or candidate, or that person's immediate family member shall not, directly or indirectly, accept or receive any gift or service of gifts from a restricted donor as provided in Iowa Code Chapter 68B.

The Architect or its affiliate/subsidiary may not be a construction or project manager, should identify any relationships with the General Contractors which could appear to give preference to any General Contractor on the Construction Project.

**H. WAIVER OF INFORMALITIES**

The College reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

**I. INDEPENDENT CONTRACTOR**

The selected Architect will be an independent contractor and not an employee of the College. The Architect is responsible for all withholding taxes, social security, unemployment, worker's compensation and other taxes and shall hold the College harmless for any claim for the same.

**J. CONTRACTOR PERSONNEL**

The College reserves the right to require replacement of any contractor or subcontractor personnel believed unable to carry out responsibilities, or those who exhibit unsuitability for work in a public educational environment.

**K. PAYMENT PROCEDURES**

The bid shall contain suggested procedures for payment which shall be consistent with construction payment procedures as provided in Chapter 26 and Chapter 573 of the Iowa Code.

**L. BID BOND**

The bidder shall guarantee that the bidder will enter into a contract if selected as the Architect, but no monetary bond will be required.

**M. FORM OF THE PROPOSAL - FIXED LUMP SUM FEE**

In addition to other requirements of this Request for Proposal, the proposal shall contain a cover letter, an executive summary, narrative text, references, and a fixed lump sum fee proposal. The amount of the lump sum fee will be based on the fee percentage of the Approved Construction Budget converted to a fixed lump sum. Price proposals shall be submitted in a separate, sealed envelope and shall be on the price proposal form incorporated into this RFP as Attachment F. Clearly defined reimbursable costs such as travel, printing, and other costs must be included in the price proposal.

Payments to the Architect shall be made in monthly installments based on the amount of the work completed. The payment requests should include detailed summary of work performed, the date and amount of time worked (including hourly rates, hours worked and any reimbursable costs and the person who performed the work by project. In no event shall payments exceed the amount shown in the detailed cost breakdown or exceed the following amounts:

- (a) Upon completion by the Architect and approval of the Owner of the Schematic Design Phase, the Architect may request and receive a sum which does not exceed twelve percent (12%) of the fixed lump sum fee.
- (b) Upon completion by the Architect and approval of the Owner of the Design Development Phase, the Architect may request and receive a sum which does not exceed sixteen percent (16%) of the fixed lump sum fee. (Total-28%)
- (c) Upon completion by the Architect and approval by the Owner of the Working Drawings and Bid Documents, the Architect may request and receive a sum which does not exceed thirty-two percent (32%) of the fixed lump sum fee. (Total-60%)
- (d) Upon completion of the bidding phase, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. (Total-65%)
- (e) During the construction administration phase, the Architect may request and receive a sum which does not exceed twenty-five percent (25%) of the fixed lump sum fee. (Total-90%)
- (f) After all certificates of completion, original record documents and other Construction Project closeout requirements as defined by the College's Technical Specifications are delivered to the College, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. (Total-95%)
- (g) Upon completion of the warranty period, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. At that time, the contract shall be considered as having been fully performed by the Architect except for inspections and follow-up services required. (Total-100%)

**N. INTENT OF THE REQUEST FOR PROPOSAL**

It is the intent of this Request for Proposal that the Architect's services will relate to the preconstruction design, bidding and construction administration and final acceptance administration of the College's Construction Project more specifically defined in Section B(2). However, other projects may exist or be created for which the services of the Architect may be assigned. In such case, the College reserves the right to contract separately or by addendum to the contract for the services of the Architect for unanticipated projects.

**O. OWNER CONSIDERATIONS IN SELECTION OF ARCHITECT**

In addition to Attachment A, consideration of qualifications for an Architect include the following:

1. The successful completion of previous construction projects comparable in design and scope.
2. The recommendations of owners, contractors and engineers for whom the Architect has provided services.
3. The demonstrated ability of the Architect to work cooperatively with owners, community groups, contractors, engineers, construction managers and others.
4. The demonstration of successful management systems for the planning, organizing and monitoring of construction projects.
5. The general capability of the Architect and the ability to draw upon specialized expertise within the organization including, without limitation, estimators, design professionals, contractors, engineers, legal, accounting, and data processing and electronic communication.
6. The reputation of the Architect within the construction industry based on reference checks.
7. The Architect's knowledge of federal, state, and local laws and regulations regarding safety, health, equal opportunity, environmental and energy conservation, and other regulation directly affecting the projects.
8. The Architect' knowledge of and experience with Iowa Competitive Bidding Law.
9. The demonstration of a known local, physical presence by a commitment to establish and maintain staff to complete project requirements.
10. The answers to the background information sheets incorporated into the RFP as Attachment B-E.
11. All other information deemed to be in the best interest of the College.

## **ATTACHMENT A**

### Architect Firm Evaluation Criteria (For Information Only)

In the selection of an Architect the College will consider, among other information, the demonstrated degree of success achieved by the Architect in the following aspects:

1. Success of architectural design
2. Success of functional planning
3. Adherence to time schedules
4. Adherence to cost budgets
5. Adequacy of drawings and specifications
6. Administrative performance
7. Flexibility in the planning approach
8. Follow-through during construction
9. Follow-through after construction
10. Qualifications of lead designer
11. Educational building expertise – renovation & new
12. Past or present litigation, arbitration and/or mediation
13. Past successful experience utilizing high performance and sustainable design features in multifunctional education building.

The above are not listed in any order of priority.

**ATTACHMENT B**  
**GENERAL INFORMATION SHEET**

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Date

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Legal Name of Firm

---

Corporation Identification Number

---

Federal Employer Identification Number

---

Date Office Established

---

Firm's Address

---

Firm's Telephone #

---

Firm's Fax #

---

E-Mail

---

Type of Organization (Partnership, Corporation, etc.)

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Name of Principal-in-Charge, Title, License Number

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Name of Architect and Title

---

Name, Title and Telephone Number of Person to Whom Project  
Correspondence Should be Directed

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Address Where Correspondence Should be Sent

1. Total number of educational projects actually completed by this Firm (may include K-12, community college or higher education).

- a. Renovation \_\_\_\_\_
- b. New \_\_\_\_\_

2. Total number of educational projects in progress by this office. \_\_\_\_\_

3. Total number of projects of all kinds in progress by this office. \_\_\_\_\_

4. These projects represent an approximate construction amount of \$ \_\_\_\_\_

5. List five (5) educational projects both new and renovations you feel represent your best efforts to date; and you would suggest visiting. Fill out a copy of Attachment C for each educational facility.

Engineering Associates – List two firms in each discipline you normally associate with. Rank in order of preference.

1 A. Structural Engineer

a. Firm Name \_\_\_\_\_

b. Lead Engineer \_\_\_\_\_

c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_

d. Business Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

e. Total number of jobs which he has been responsible for engineering services \_\_\_\_\_.

f. Number of educational new construction/renovation. \_\_\_\_\_

g. Remarks \_\_\_\_\_

\_\_\_\_\_

1 B. Structural Engineer

a. Firm Name \_\_\_\_\_

b. Lead Engineer \_\_\_\_\_

- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services  
 \_\_\_\_\_.
- f. Number of educational new construction/renovations. \_\_\_\_\_
- g. Remarks \_\_\_\_\_  
 \_\_\_\_\_

Attach a resume of the key individual for the 1st Ranked Firm.

2 A. Mechanical Engineering

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services  
 \_\_\_\_\_.
- f. Number of educational new construction/renovation. \_\_\_\_\_
- g. Remarks \_\_\_\_\_  
 \_\_\_\_\_

2 B. Mechanical Engineering

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_



- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services  
 \_\_\_\_\_.
- f. Number of education new construction/renovations. \_\_\_\_\_
- g. Remarks \_\_\_\_\_  
 \_\_\_\_\_

Attach a resume of the key individual for the 1st Ranked Firm.

4 A. Civil/Landscape

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Phone \_\_\_\_\_
- e. Total number of jobs which it has been responsible for engineering services  
 \_\_\_\_\_.
- f. Number of educational new construction/renovations. \_\_\_\_\_
- g. Remarks \_\_\_\_\_  
 \_\_\_\_\_

4 B. Civil/Landscape

- a. Firm Name \_\_\_\_\_
- b. Lead Engineer \_\_\_\_\_
- c. Structural Reg. No. \_\_\_\_\_ Date of Reg. \_\_\_\_\_
- d. Business Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

e. Total number of jobs which it has been responsible for engineering services

\_\_\_\_\_.

f. Number of education new construction/renovations. \_\_\_\_\_

g. Remarks \_\_\_\_\_

\_\_\_\_\_

Attach a resume of the key individual for the 1st Ranked Firm.

**ATTACHMENT C**

**ARCHITECTURAL SERVICES**

CONSULTANT NAME: \_\_\_\_\_

Project Name	
Initial Construction Budget	
Final Construction Cost or Estimated Cost	
Planned Design Start Date and Completion Date	
Actual Design and Completion Date	
Construction Completion Date	
Firm's Role On Project	
Initial Dollar Amount of Construction Claims vs. Settlement Amount	
Owner/Contact Person and Telephone Number	

Provide five (5) examples of educational projects your firm has done.

**ATTACHMENT D**

**LISTING OF LAWSUITS OR LITIGATION WITHIN  
THE PAST FIVE YEARS**

Dispute, Lawsuit, Litigation

Status or Outcome

Comments

**ATTACHMENT E**

**ADDITIONAL BACKGROUND INFORMATION**

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets or as part of the proposal itself.

1. When Organized\_\_\_\_\_
2. If Corporation, Where Incorporated\_\_\_\_\_
3. How many years have you been performing architectural work under present firm or trade name?\_\_\_\_\_
4. What other trade name(s) has your firm worked under in the past ten (10) years? \_\_\_\_\_
5. List all the professional liability insurance companies you have utilized in the last five (5) years?\_\_\_\_\_
6. Have you ever had claims filed against your professional liability insurance? If so, describe the circumstances and which professional liability insurance company was involved. Include the name and contact person of the owner(s).\_\_\_\_\_
7. How many change orders have you averaged per project for the last five (5) years and the collective percentage of the construction budget?\_\_\_\_\_
8. Please list all of the educational construction projects you have designed and administered the last five (5) years, and include whether each project has been completed on time, in accordance with the projects' timeline and schedules, and if each project has been completed at or under the approved construction budget? Include the name and contact person of the owner for each project.

9. List the name, size and contact person for all non-educational construction projects you have designed and administered in the last three (3) years.

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10. List the name, size and contact person for all education construction projects you have ever designed or worked on? \_\_\_\_\_

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11. Are you currently being investigated for or previously been found to have violate in the last five (5) years any of the following state or federal law: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner’s Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a ‘willful’ violation of the Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, the Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, please explain: \_\_\_\_\_

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12. Do you currently have any legal action pending which could impact your ability to perform this Work? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, please explain: \_\_\_\_\_

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No actions will be made on the basis of answers to the above-questions without an inquiry and an opportunity to be heard regarding the circumstances of the matters reported.

The undersigned hereby authorizes any person, firm or corporation to furnish any credit history and financial condition or other information required by the College in verification of the recitals compromising this statement of Background Information.

I hereby certify that the above information is true and correct to the best of my knowledge and that the College may rely on the information provided.

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Signature

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Title

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Type/Print Name

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Date

**ATTACHMENT F**

**PRICE PROPOSAL\***

The fee for Scope of Work services to be provided under this RFP (excluding Reimbursable Expenses) is a fixed lump sum fee based on the percentage of the Approved Construction Budget \$ \_\_\_\_\_

The fee for Reimbursable expenses for the Scope of Work services would include the following items and would be calculated as follows, with a guaranteed maximum amount of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The fee for Scope of Work services would change as follows if the College were to hire a Construction Manager who would provide on-site representation: \_\_\_\_\_

\_\_\_\_\_

**\*\*Provide any additional information regarding your price proposal which will help the College evaluate the proposal.**

**ATTACHMENT G**  
**FORM OF THE CONTRACT**

**Provided in separate file**

## **ATTACHMENT H**

### Project Summary

Northeast Iowa Community College (NICC) is a public, two-year comprehensive community college serving an eight-county district in northeast Iowa. The College district spans 5,000 square miles and is served by two campuses in Calmar and Peosta and six centers in Dubuque (two locations), Oelwein, Waukon, Cresco, and Manchester. In addition, NICC provides services in New Hampton and hosts the region's Small Business Development Center in Dubuque, the National Education Center for Agriculture Safety (NECAS) in Peosta, and Iowa's Dairy Center in Calmar.

The College is governed by a nine-member elected Board of Trustees, and is served by the college president, Dr. Liang Chee Wee. In 2016, the College observed its 50<sup>th</sup> anniversary.

In 2007, voters approved a \$35-million-dollar bond levy for new construction and facility renovation. This approval was the first bond levy sought by the college. Several projects were accomplished with these funds which included the construction of two new facilities, the Student Center at the Calmar campus and the Industrial Technology building at the Peosta campus. The College completed extensive renovation of the Industrial Technology, Wilder, and Darwin Schrage Buildings and a remodel of faculty area in the Max Clark building at the Calmar campus. The Peosta campus had extensive renovation of the former career and technical wing to accommodate expanding health sciences academic programming and constructed a joint county/college library. Additional improvements included upgrades to the Dubuque Center and Town Clock Center, technology upgrades, and infrastructure support for parking lots, lighting, and water systems. With this bond, most of the major goals of the College were accomplished.

In 2015, the College continued the Master Facility Plan process. While many of the major goals were accomplished previously, there were areas that remained untouched. This plan focused on the future education needs and infrastructure into the future. A takeaway in this process indicated that the college did not have a shortage of space--it did, however, indicate the need for the right size spaces and that current space does not reflect current and future needs.

Each campus is unique. The Calmar campus is a traditional setting with several buildings, each of which, serve a distinct purpose. Considerations in the 2015 master facility plan was a review of campus expansion and creation of opportunities for wellness.

The Peosta campus has a large dominate single building that is the core of academic and services functions for the campus. The master facility plan examined multi-purpose teaching and learning spaces, creation of a centralized student service area and improve the front door experience. The planned renovation will focus on multipurpose teaching and learning spaces, improving work flow efficiency and enhancing the front door experience for visitors and future students.

In 2017, the College focused on infrastructure assessment relative to deferred maintenance and projected needs. Invision Architect was contracted to complete a facility and deferred maintenance assessment of the Calmar, Peosta, and Dubuque locations. This study included a detailed findings list as well as estimated construction costs. Projects were identified and prioritized and shared with the board of trustees and college community in spring 2018. Due to the many identified needs in the study, the board of trustees approved the College's asking for voter support for a continuance of the current bond. As a result of the study, preliminary programming documentation has been completed and provides a launching point for the selected Architect to finalize.

**This RFP includes the following projects for consideration:**

Peosta Main Building. This Building is 153,000 square feet which includes two additions since original construction in 1979. Phase 1 is the original main building (core) and is 75,200 sq. ft. Phase II was a 47,800 sq. ft. addition constructed in 1982—this area was extensively renovated to the health science and library areas from 2009 to 2011. Phase III was a 30,500 sq. ft. addition constructed in 1993 and encompasses science classrooms, general education classrooms, and offices. The science classrooms were updated in 2010.

The Peosta main building is the lead priority for renovation. Renovation and construction needs include the following:

- Full renovation of unrenovated areas to include classrooms, bathrooms, computer labs, offices, cafeteria, bookstore, print shop, computer information systems storage and offices, marketing, conference center, and student life;
- Electrical panel expansion and motor control upgrades;
- Exterior sleeve replacement of entire building;
- Demolition of bridge and silo to create front entry feature;
- Replacement of doors and windows not included in previous renovation;
- Replacement of aging water lines;
- Replacement of aging HVAC systems;
- New Construction of an exterior addition to allow for expansion of student-centered spaces.

The Calmar campus Max Clark building is 46,000 square feet and was partially renovated in 2009. In 2003, a building addition was constructed that allowed for expansion of the health programs. Identified needs of the Max Clark building include:

- Window and door replacement of original structure
- Foundation repair, tuck-pointing, soffit repair
- ADA and Code compliance upgrades
- Fire System Upgrades
- Replacement of all existing water lines
- Interior renovations to classrooms, office, restrooms
- Replacement of makeup air units, controls, and ductwork
- Partial Roof replacement in 3-5 years

The Dubuque Center and Town Clock Centers had partial renovations and upgrades in 2009-2010. Improvements are identified in these buildings and include:

Dubuque Center:

- Electrical panel expansion
- Boilers
- Interior upgrades-light to medium
- ADA upgrades

Town Clock Center:

- Interior upgrades-light to medium
- Window replacement
- Bathrooms
- ADA Compliance

The College currently uses several motor control systems to monitor heating and air functions. It is desired that all functions be updated to a singular system.

Estimated construction costs for the Peosta main building, Max Clark building, and the Dubuque/Town Clock centers is \$24,000,000. This figure is an estimate and does not include project costs.

Given the scope of work in the major renovations, it is understood that phased projects will be necessary and adjusted to operational needs and capabilities of the college.

Additional construction work is planned and not included in the estimated costs of this RFP. Work will be completed in the Gas Utility and NECAS building at Peosta which will include light interior updates, bathrooms, and boiler replacement. The Peosta campus may include possible extension of the current Industrial Technology building and/or construction of a storage shed. The Calmar Industrial Technology building will include HVAC improvements. The Calmar campus will include construction of a plant services shed at the Calmar campus.

Infrastructure updates to exterior lighting, parking lot improvements and repairs, small construction projects less than 2019 state guidelines of \$139,000, installation of security cameras district-wide, technology improvements, and instructional equipment for academic programming throughout the district are also planned. These projects are not included in this RFP.