# REQUEST FOR QUALIFICATIONS (RFQ)

**ISSUE DATE:** July 26, 2023  
**CONTACT:** Steve Sampson Brown  
**PHONE NO:** 563-599-9498  
**EMAIL:** sbrown@cityofdubuque.org

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<tr>
<td>CLOSING DATE: August 11, 2023</td>
<td>SEE Section 8.0</td>
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<tr>
<td>CLOSING TIME: 2:00 P.M. (local time)</td>
<td>FAX/EMAIL NOT ACCEPTED</td>
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**DESCRIPTION:**  
Iowa Amphitheater at Schmitt Island  
Dubuque, Iowa

- **RECEIPT ACKNOWLEDGEMENT**  
  If you are considering a response to this RFQ, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFQ.

- **NO RESPONSE REPLY**  
  If you do **not** want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.

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CITY OF DUBUQUE

REQUEST FOR QUALIFICATIONS

Iowa Amphitheater at Schmitt Island
Architecture and Engineering Services
City of Dubuque, Iowa

July 26, 2023
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1.0 INTRODUCTION

The City of Dubuque, Iowa is soliciting competitive sealed proposals from professional consulting firms for the architectural design, engineering, and construction administration of the Iowa Amphitheater on Schmitt Island in Dubuque, Iowa. Services shall include topographic survey, all aspects of civil engineering site design, project permitting, space utilization programming, site layout planning & design, utility design, MEP design, all phases of architectural services including schematic design, design development, construction documents, bidding, and construction administration. Services provided will also include all aspects of project management from project start through end of construction.

The selected Consultant will be expected to complete the contracted scope of work within the specified timeframe, under the general direction and coordination of the City’s Engineering Department as authorized by the Dubuque City Council.

2.0 PROJECT BACKGROUND

In May 2023 the City of Dubuque executed a grant agreement with the Iowa Economic Development Authority. The grant supports the design and construction of the Iowa Amphitheater at Schmitt Island which will create a recreational landmark and gateway from Wisconsin into Iowa. This $15,442,961 development will enhance outdoor recreational activities and increase tourism opportunities on Schmitt Island in Dubuque and in the State of Iowa. Schmitt Island is a connected island along the Mississippi River that welcomes visitors and community to recreation, entertainment, and the outdoors. The proposed project will create a signature destination and a “front door” to Dubuque and Iowa. This project is designed to be an iconic outdoor recreational gateway that will connect tourists to the Mississippi River and create a sense of place improving the Islands’ overall amenities and attractions.

3.0 PROJECT OBJECTIVES

The project vision is to create Schmitt Island as “Dubuque’s Gateway to Entertainment and the Mississippi” and was set forth in a Schmitt Island Master Plan developed in 2014 and updated in 2017 and also in the Schmitt Island Placemaking &
Implementation Plan adopted in June 2017. The mission adopted for this exciting project is to create “a connected island that welcomes visitors and the community to recreation, entertainment and the outdoors.” The City of Dubuque and the Dubuque Racing Association (DRA) are partnering on this impactful project to create a unique and exciting gateway into Iowa that will help grow the economy across the State, build upon current outdoor recreational amenities already on the island, connect people to new economic opportunities, and attract tourists from all over the nation.

The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education. The amphitheater location and orientation on the island shall highlight both land and river perspectives.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts with 2,000 to 3,000 patrons and for national acts of 5,000 to 7,000 people. It is desired to have the amphitheater have the potential to accommodate America’s River Festival, an annual event that draws people from across the State of Iowa, Wisconsin, and Illinois, by accommodating 8,000 to 10,000 people.

The large open space around the stage shall be designed so it can be used flexibly, for recreational and public events of all kinds, which will allow it to become the “Central Park” of the island. The space will be accessed by ADA-compliant paths and trails connecting from other places on the island. The amphitheater will be constructed to allow the City and DRA to provide assistive technologies including I-Caption units (handheld closed caption devices), assistive listening devices (headphones that amplify the sound on stage), closed captioned performances, sign language interpreted performances, and D-scriptive audio devices that provide a detailed account of all onstage activity.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage and seating that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.
4.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. As Iowa’s oldest city, Dubuque is a community well known for its historic and architectural beauty. The City is approximately 30 square miles in area, with a population approaching 60,000 persons. The City’s annual operating and capital budget is over $185 million and funds a full range of municipal services. The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. City government works in collaboration with private and non-profit sectors to promote the principles of sustainability and equity. Dubuque’s framework for sustainability is centered on economic prosperity, environmental integrity, and social/cultural vibrancy.

The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education and employment center for the tri-state area. Tourism continues to be a major economic force in the community. City government works in collaboration with the private sector to promote economic development. The job creation and unemployment numbers show that Dubuque is growing steadily in the current economic climate. Dubuque’s construction numbers reveal an even more encouraging picture. The City has formed strong relationships with the local business community to promote continued economic growth and success.

5.0 PROJECT SCOPE OF SERVICES

The following outline represents the minimum components that must be provided for this project. The City of Dubuque has a strict design and construction budget for the project as follows:

<table>
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<th>Budget Items</th>
<th>Cost</th>
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<tr>
<td>Real Estate Acquisition</td>
<td>$0</td>
</tr>
<tr>
<td>Construction – Amphitheater – City and DI Grant</td>
<td>$11,784,961</td>
</tr>
<tr>
<td>Site Prep – Deconstruct Dog Track – DRA</td>
<td>$1,050,000</td>
</tr>
<tr>
<td>Fixtures/Furniture/Equipment – One model cabin - DRA</td>
<td>$100,000</td>
</tr>
<tr>
<td>Landscaping – Schmitt Island Signage – DRA</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>Construction – Surface Parking Upgrades - DRA</td>
<td>$1,208,000</td>
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<tr>
<td>TOTAL PROJECT COSTS</td>
<td>$15,442,961</td>
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Funding for the project is as follows:
City of Dubuque capital funds: $8,784,961
DRA in kind match work: $3,658,000
Grant funds: $3,000,000
Critical Success Factors:

- Develop a program for the amphitheater space that maximizes flexible utilization.
- Maintain project schedule to ensure $3,000,000 in grant funds are obligated under a construction contract by December 2024.
- Active management and coordination of the entire project that includes all components and phases.
- Deliver the project on budget.

Tentative Project Schedule:

1. Selection of Consultant and Contract Executed: September 2023
2. Space Use Programming: October-November 2023
3. Phase 1 or Complete Design/Construction Document Preparation: November 2023- September 2024
4. Bidding and Award Contracts: October 2024 – December 2024
5. Construction: January 2025 - June 2026
6. Site Ready for Occupancy: July 2026

The professional services sought in this request include comprehensive design of all project elements to the 100% design level, including site survey, schematic design, design development, and construction documents phases. Robust cost estimates at each of these phases is required. Other services include 3D renderings at each phase for review & comment, approval of any needed permits, preparation of bid document package, and construction administration. The City will direct contract for geotechnical engineering services and hazardous material engineering services.

All associated project costs must be funded from the established project budget. Definitions for Schematic Design, Design Development, Construction Documents, Bidding Services, and Construction Phase Services shall follow the definitions outlined in AIA Document B101.

Sustainable design practices should be applied to all aspects of the project. In 2006, the Mayor and City Council identified Sustainability and Green City designation as a top priority. Since then, the city has been working to implement this priority as listed on the www.sustainabledubuque.org website on all projects.

In preparing a response to this RFQ, the Consultant should describe the means or strategy by which they would satisfy the scope of services. The Consultant may choose to provide a second alternative or hybrid strategy that details what processes and outcomes would be used to make the project better.

Respondents to this RFQ must address the following task list in their responses:

5.1 – Project Management & Accounting

5.1(1) The Consultant shall identify one person to serve as the Project Manager (PM) for this project. The PM shall be the leader of this effort and is expected to ensure that the project scope, schedule, and Total Project Cost (TPC) budget are
being monitored and adhered to at all times during the design and construction phases. One of the PM's prime responsibilities is to track and facilitate solutions for any issues that may arise during the design and construction phases. Additionally, the PM shall serve as the primary point of contact for all exchange of information between the City and the Consultant.

5.1(2) The PM shall maintain an updated, Work Breakdown Structure (WBS)/task outline for the duration of the design and construction phases. The WBS shall contain line items for all major deliverable components of the project and any significant subcomponents along with the budgeted amount of fee associated with each task listed. Project Management shall be listed as a separate task on the WBS. The Project Manager shall track on the WBS the amount of work accomplished on each task that is listed.

5.1(3) The PM shall maintain an updated project schedule for the duration of the design phases based on the tasks listed in the WBS.

5.1(4) The PM shall maintain an updated Total Project Cost (TPC) budget for the duration of the project. The TPC budget shall be completed using the best available information at the time of each periodic submittal in order to provide an estimated total cost for all components of the project. The budget shall include construction costs, equipment/furniture costs plus all other direct costs and reimbursable expenses for the Consultant, Sub-consultants and the City.

5.1(5) During the design phase of the project, the PM shall submit to the City a bulleted periodic progress report for the project. The summary shall only contain a list of major events that have occurred since the last report submittal, along with a list of work that will be accomplished in the upcoming weeks and a list of critical items that need immediate attention.

5.1(6) The PM shall oversee, ensure full compliance with IEDA – ARPA grant funding requirements (see Appendix E).

5.2  Project Manager Deliverables

The following is a list of requirements that shall be provided throughout the design and construction of the project.

5.2(1) The PM shall submit by electronic mail a copy of the WBS to the City on a monthly basis.

5.2(2) The PM shall submit an updated electronic copy of the project schedule along with the WBS each month. This submittal is required only during the design and bidding phase.

5.2(3) The TPC budget and the WBS shall be submitted to the City in an electronic file format.
5.2(4) The PM shall submit a project progress update report with the WBS each month. The summary shall be submitted by electronic mail and be less than a single page in length.

5.2(5) Multiple meetings with project stakeholders, including city departments, will be required during the design process to gather input, communicate project progress, and coordinate with various agencies.

5.2(6) Two update meetings with the City Council shall be included with the project. The City Council will be kept informed of project's progress and findings throughout the project.

5.2(7) The Consultant shall have a formal written Quality Assurance/Quality Control (QA/QC) program in place for the full duration of the project. Upon request from the City and at any time throughout the project, the Consultant shall provide documentation to the City that verifies the QA/QC program is being actively utilized and followed.

5.2 (8) The Consultant shall conform to the IEDA – ARPA contract requirements listed in Appendix E.

5.3 – Phase I – Space Programming Utilization and Schematic Design

5.3(1) Collaborate with the City of Dubuque and DRA to understand intended future uses of the amphitheater space, advise on feasibility of those uses, and establish a final scope of amphitheater project based the final programming plan.

5.3(2) Conduct detailed field survey work to establish boundary lines and accurate locations of all existing utilities and any other appurtenances within the project area.

5.3(3) Prepare the schematic design including a site plan and visual renderings adequate to describe major project elements, amphitheater layout, signage, lighting, preliminary grading, utilities, etc.

5.3(4) Prepare initial construction cost estimate of all elements of the work.

5.3(5) Review of the schematic design with the City/DRA project team and the City’s Development Review Team.

5.4 – Phase II – Design Development

5.4(1) Prepare design development documents, including description of all design work, grading and planting plans, site utilities and other necessary civil engineering work, structural engineering, that includes geotechnical and environmental engineering technical information, etc.
5.4(2) Conduct value engineering and risk assessment activities with City/DRA project team.

5.4(3) Prepare a revised detailed cost estimate of all elements of the work.

5.4(4) Evaluate project schedule and determine if an early site/foundation bid package will be required to meet the IEDA/ARPA grant funding contractual obligation deadline of December 2024.

5.4(5) Review of the schematic design with the City/DRA project team and the City’s Development Review Team.

5.4(6) Work Session project presentation to the Dubuque City Council.

5.5 – Phase III – Construction Documents

5.5(1) Prepare construction bid documents, including plans, specifications, general and supplemental conditions adequate to let a lump sum, low bid contract.

5.5(2) Prepare a revised detailed cost estimate of all elements of the work.

5.5(3) Consultant shall be responsible for obtaining all required permit approvals.

5.6 – Phase IV – Bid Assistance

5.6(1) Provide signed and sealed final bid plans and specifications by Iowa licensed professional architects and engineers.

5.6(2) Attend pre-bid meeting with contractors to discuss the project.

5.6(3) Respond to bidder questions and issue addenda.

5.6(4) Attend bid opening.

5.6(5) Tabulate and evaluate bids and review to determine if bids are responsive and responsible. Provide City with recommendation of award.

5.7 – Phase V – Construction Administration

5.7(1) Coordinate the pre-construction conference and progress meetings throughout construction.

5.7(2) Consult with City/DRA project team regarding construction progress and quality.

5.7(3) Provide construction field services including review of contractor’s periodic construction reports; review of contractor submittals for furnishings, fixtures and equipment purchase coordination; answer questions during construction on the interpretation and intent of the plans and specifications; review and approve material sources and shop drawings; process and log Requests For Information;
review requests for changes; issue, log and assist in negotiating Contractor Proposal Requests, issue and log Construction Change Directives; and based on all of the previous, submit recommendations to the City, and if accepted, process Construction Change Orders; observe the contractor’s final testing, start-up of utility systems and equipment; schedule and observe training for operational systems and equipment; issue Certificate of Substantial Completion; actively monitor and report on punch list progress; secure, review and transmit to the City warranties, maintenance manuals and similar submittals as required in the project specifications; review and coordinate proper contractor submittal of as-built information in order to produce Record Drawings; issue Certificate of Final Completion.

5.7(4) Periodic site visits to ensure the work is being completed as intended by the contract documents. The City will provide a full-time, on-site, senior engineering technician during the construction phase to assist with monitoring quality control and resolution of constructability issues.

5.7(5) Review and recommend to City Project Team contractor requests for payment. Submit recommended requests to the City for approval.

5.7(6) Conduct substantial and final completion inspections with City and Contractor.

5.7(7) Submit record drawings City upon completion of the construction project.

6.0 CITY RESOURCES

6.1 - Use of City Resources for the RFQ Preparation

- All information requests shall be directed to the City’s Project Manager as detailed in Section 8.0 of this request for proposal. All Consultants should note that contacting other City of Dubuque staff, Dubuque Racing Association members, or any of the Selection Committee members shall be considered inappropriate and be grounds for possible disqualification.

6.2 - Material Available for the RFQ

- IEDA Grant Documentation
- Previous Schmitt Island planning documents

6.3 - City Resources Available to the Consultant for use During the Project

- The City will make its ArcGIS mapping and data analysis capabilities available for this project along with drone aerial photography as requested.

- The City’s Project Manager will make staff contact/resources persons available in the Construction & Inspections Services Office, along with Planning, GIS, Water, and Engineering Departments.

- DRA facilities staff will be available to provide casino campus information as requested.
7.0 INFORMATION TO BE INCLUDED IN THE PROPOSAL

The proposal should address all points outlined in this RFQ excluding any cost information. The proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant’s capabilities that satisfy the requirements of this RFQ.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included as they represent the minimum criteria against which the proposal will be evaluated.

A. Letter of Transmittal
Provide a letter of transmittal briefly outlining the Consultant’s understanding of the work and list the Project Manager’s name, address, office telephone number, mobile telephone number and email address. The name that is provided for the Project Manager will be used as the primary contact person during the RFQ evaluation process.

B. Table of Contents
The proposal shall contain a table of contents that delineates each section and the corresponding page number.

C. Profile of Firm
Provide general information about the Firm, along with its area of expertise and experience as it relates to this RFQ. Describe the experience and success of the Firm in working on similar projects. State the size of the Firm, the size of the Firm’s professional staff, and the location(s) of the office from where the work on this project will be performed.

D. Project Capacity/Workload
Discuss the Consultant’s ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with sub-consultants.

E. Scope of Services
Describe the means or strategy by which the Consultant would satisfy the scope of services for the currently approved budget as listed in Section 5.0.

The Consultant may also choose to submit a second alternative or hybrid strategy with a modified scope of services that would improve the results of the project.

Include a basic work plan that delineates the Consultant’s approach to the completion of the project. The work plan, at a minimum, should include those components outlined in Section 5 of this RFQ. The Consultant should indicate in the work plan those aspects that are expected to be completed by city staff.
Highlight any parts of the work plan that will reflect the Consultant's unique philosophy or insight regarding the approach to this project and how this approach positively impacts the successful completion of the project.

F. Quality Assurance/Quality Control
As a part of the proposal, specifically describe the quality control process that will be used throughout the project. List the number of hours for each phase that will be dedicated to QA/QC and briefly describe how those hours will be spent. The City expects that the majority of the QA/QC process will be performed by someone who is not an active member of the project team.

G. Project Team Qualifications
Provide the names for key members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide a short summary of their qualifications and experience. Specifically list any successful experiences working on outdoor amphitheaters or similar spaces.

Include a flow chart that shows the communication path between the City and the Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all sub-consultant staff on the project team flow chart. Describe the major tasks each team member will be working on.

Provide the name and location of other sub-consulting firms that would be used by the Consultant during the project and the approximate percentage and type of work that would be performed by each firm. Summarize the qualifications and experience of all sub-consultant staff working on the project.

In submitting the proposal, the prospective Consultant is representing that each person listed or referenced in the proposal shall be available to perform the services as described. The project manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix C, Section 3 - Substitution of Project Team Members.

Provide at least 3 client references (include individual contact names and telephone numbers) for similar projects that have been completed by the Consultant in the last five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the client reference projects.

H. Proposed Project Schedule
Provide a project schedule for each proposed strategy. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project.

I. Certificate of Insurance
The Consultant should provide a statement indicating that they are able to meet the
City’s insurance requirements for professional services. (See attached Insurance Schedule C – Appendix D.) Submittal of insurance documents as part of this RFQ is not required.

J. Understanding of Final Contract Terms
The Proposer should provide a statement that indicates they have read and understand Appendix C – “City of Dubuque Contract Terms and Conditions” and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in the submitted proposal.

K. Additional Required Submittals
Provide completed copies of all the certifications and assurances documents attached in Appendix E, F & G (see pages 40-69). Certifications and assurances are not included in calculating the maximum proposal length.

L. Fees and Compensation
Price will not be a determining factor in selecting a vendor; however, please provide a detailed budget for only Scope of Services Section 5.3-Phase I in a separately labeled electronic file that will be analyzed after a Consultant is selected. In addition, please provide some high level narrative regarding what range of fees maybe expected to fully complete the project.

Quotation of fees and compensation shall remain firm for a period of at least 90 days from the RFQ submission deadline.

Remember to separate the proposed budget from the other portion of the RFQ submittal.

8.0 QUESTIONS AND ANSWERS

If you have any questions concerning this Request for Qualifications, please submit your requests to the City’s designated Project Manager. The City has made considerable efforts to ensure an accurate representation of information in this RFQ. Each Proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFQ unless released in writing (letter or email) as an officially numbered and titled addendum to the RFQ by the City of Dubuque.

Any questions concerning this RFQ must be received on or before 10:00 a.m. CST on August 9, 2023. Any inquiries received after this date will not be answered. When submitting a question to the City’s Project Manager, please include the appropriate Consultant contact information.

Note: If submitting a question via email, please send a text message to the mobile number listed below to verify the email has been received.
From the date of issuance of the RFQ until final City action, the Proposer shall not discuss the RFQ with or contact other City of Dubuque staff, Dubuque Racing Association members, or any of the Selection Committee members except as expressly authorized by the City’s Project Manager identified in this section (Section 8.0). Violation of this requirement shall be considered a violation of the RFQ rules and be grounds for disqualification of the Consultant’s proposal.

Project Manager contact information is as follows:

Steve Sampson Brown  
Project Manager  
City of Dubuque  
Engineering Department  
50 West 13th Street  
Dubuque, IA 52001  
Phone:  563.589.4270 Office  
563.599.9498 Mobile  
E-mail:  sbrown@cityofdubuque.org

9.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: August 11, 2023 before 2:00 p.m. CST
- Submittal Location: Via email to: engineer@cityofdubuque.org
- Submittal Copies: Proposals: one electronic PDF file shall be provided. Consultant Fees: one electronic PDF file shall be provided.
  
Name all files using the following format:
  
“Company Name”-Schmitt Island Amphitheater.pdf

No faxed or printed proposals will be accepted. The proposal must be a document of not more than twenty-five (25) numbered 8-1/2 x 11-inch pages, with the exception of the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, index, dividers and the front and back covers. Any proposals exceeding 25 numbered pages will not be considered.

Each addendum shall be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant’s responsibility to ensure that all addendums to this RFQ have been received before submitting the proposal.
The original proposal document shall be signed in blue ink by an officer of the Firm who is authorized to legally bind the Proposer to its provisions. Proposals shall contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) calendar days from the proposal closing date is required.

Each Consultant assumes full responsibility for delivery of the required proposal documents on or before the deadline. Any proposal received after the submittal deadline will not be considered. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the proposal.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract, nor shall the City of Dubuque be liable for any costs incurred by Consultants that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Upon receiving this RFQ, we request that you complete the “Receipt of Proposal Acknowledgement” – “No Response Reply” information contained on the first page of this document and return it to the City’s Project Manager by regular mail or email so the City can ensure that each Consultant has received this Request for Proposal.

The City of Dubuque appreciates your time and consideration of this RFQ.

Sincerely,

Steve Sampson Brown
Project Manager
Engineering Department
City of Dubuque
Appendix A

Consultant Evaluation and Selection Process
INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select Consultants for placement on the Consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals:

1. A high level of professional competence and a proven track record in the design and construction administration of public amphitheaters and large outdoor gathering spaces:
   a. Qualifications and experience of the Consultant and any Subconsultants.
   b. Demonstration of the project team’s professional expertise and technical abilities.
   c. If a joint venture with Subconsultants, the track records of the Consultants experience working together.
   d. Experience of the Consultant working on municipal projects.
   e. Experience of the Consultant working on municipal projects in Iowa.
   f. Experience of the Consultant working on large public venue projects.

2. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City’s overall objectives for the Iowa Amphitheater Project.

3. Design approach/methodology for completing the scope of services such as:
   a. Grasp of project requirements and level of interest in the project.
   b. Creativity and problem-solving ability.
   c. Ability of Consultant team to demonstrate initiative, motivation, and knowledge as an indication of their desire to work with the City of Dubuque.

4. Proposed schedule required to complete project.

5. Proven experience managing stakeholder expectations. Ability to provide a diversified project team that has experience with all aspects covered by this RFQ’s scope of work, and who can draw on significant institutional knowledge to bring innovative solutions to the project.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A selection committee may choose to interview one or all of the short-listed Consultants. Both the original submitted proposals and the results of any Consultant interviews will be used to select the final Consultant for the project. The following criteria are among those that will be used to evaluate the Consultants on the short-list.

1. A high level of professional competence and a proven track record in the design and construction administration of public amphitheaters and large outdoor gathering spaces:
   a. Qualifications and experience of the Consultant and any sub-Consultants.
   b. Demonstration of the project team’s professional expertise and technical abilities.
c. If a joint venture with Subconsultants, the track records of the Consultants experience working together.

d. Experience of the Consultant working on municipal projects.

e. Experience of the Consultant working on municipal projects in Iowa.

f. Experience of the Consultant working on large public venue projects.

g. Overall success of past projects completed for the City of Dubuque.

2. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City’s overall objectives for the Iowa Amphitheater Project.

3. Design approach/methodology in completing scope of services such as:

a. Grasp of project requirements and level of interest in the project.

b. Creativity and problem-solving ability.

c. Ability of Consultant team to demonstrate initiative, motivation, and knowledge as an indication of their desire to work with the City of Dubuque.

d. Superior project management capabilities.

4. Responsiveness and compatibility between the Consultant and City:

a. General attitude and ability to communicate and be a high-quality team player.

b. Ability of the Consultant to maintain a high level of direct interaction and communication with City and DRA staff.

c. Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.

d. How the Consultant team interacts with the general public, city staff, and public officials.

5. Ability to adhere to proposed schedule required to complete the project.

6. Proven experience managing stakeholder expectations. Ability to provide a diversified project team that has experience with all aspects covered by this RFQ’s scope of work, and who can draw on significant institutional knowledge to bring innovative solutions to the project.

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the successful completion of the Consultant review process, the RFP Selection Committee will recommend to the City Manager, the awarding of a contract to the highest ranked Consultant. The Selection Committee will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

After authority is granted to negotiate an agreement and execute a contract with a Consultant, the Consultant shall prepare an industry standard Work Breakdown Structure (WBS) to reflect the Consultant’s approach to the completion of the project. The WBS, at a minimum, should include work tasks for each of the components outlined in the RFP, a separate line item for each deliverable, and list project management as a separate task. No individual task on the WBS shall have a total value exceeding
$10,000. The Consultant shall indicate in the WBS the work tasks that will be completed by city staff.

The format of the WBS shall summarize the fixed fee for each task listed, plus individually list in a separate section any associated reimbursable expenses that would specifically relate to this project. An example WBS may be obtained from the City if desired.

Once the selected Consultant has prepared the WBS, the City and the Consultant will meet and the final scope of work for the project will be negotiated by joint revision to the WBS in order to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by city staff, work reassignment to different project team members, and the addition or elimination of tasks may be modified on the WBS in order to achieve the best overall results for project.

The selected Consultant shall be responsible for updating the WBS to reflect any changes that were agreed to during negotiations. After the final scope of services has been determined, a fee has been negotiated, and the WBS has been finalized, the Consultant shall incorporate the WBS into the contract documents being prepared for signature.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offerer. Otherwise, negotiations with the offerer ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on until a contract can be negotiated that is acceptable to the City.

Upon the successful completion of contract negotiations, the selection committee shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will in turn make a decision to execute the contract with a Consultant.

Payment for Work: The Consultant awarded the contract shall be paid once monthly. The invoiced amount shall be based on the Earned Value of the percent work completed as reported on the most recently updated and submitted WBS.
Appendix B

RFQ Rules and Protest Procedure
MINOR IRREGULARITIES
The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City’s best interests and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS
Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS
No debriefings or scoring information shall be released before the City Manager has recommended that a contract be negotiated with the recommended Consultant. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS
The City has established for the purposes of this RFP that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions requirements.

The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of proposal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS
Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 8.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.
Appendix C

City of Dubuque Contract Terms and Conditions
TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

1. CONSULTANT’S ENDORSEMENT ON PLANS.
The Consultant shall endorse the completed computations prepared under this Agreement and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

2. CHANGE IN SCOPE OF SERVICES.
No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. EXTRA WORK.
The Consultant shall monitor the approved project budget in relation to the specific tasks included in the approved scope of work and evaluate the work effort expended as it relates to the approved budget. Should additional work be required for a task beyond the currently authorized scope and budget, the Consultant shall submit in writing a request for additional compensation which will be considered by the City. If approved by the City, the Consultant shall not commence work on the extra work until the City has provided written approval of the request for additional compensation.

4. SUBSTITUTION OF PROJECT TEAM MEMBERS.
The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the Consultant. These personnel may also be changed for other reasons however, in either case, the City retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Dubuque.

5. INSURANCE.
Consultant shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule.

6. INDEMNIFICATION.
To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, Consultant’s subcontractor, or anyone directly or indirectly employed by Consultant or Consultant’s subcontractor or anyone for whose acts Consultant or Consultant’s subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
7. TERMINATION.
City may terminate this agreement, with or without cause, upon providing 14 days written notice to the Consultant.

8. ERRORS & OMISSIONS.
In the event that the work product prepared by the Consultant is found to be in error and revision or reworking the work product is necessary, the Consultant agrees that it shall do such revisions without expense to the City, even though final payment may have been received. The Consultant must give immediate attention to these changes so there will be a minimum of delay during Implementation. The above and foregoing is not to be constructed as a limitation of the City’s right to seek recovery of damages for negligence on the part of the Consultant herein.

9. OWNERSHIP OF ENGINEERING DOCUMENTS.
All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the City and shall be delivered to the Project Manager upon completion of the plans or termination of the services of the Consultant. There shall be no restriction or limitations on their future use by the City, except any use on extensions of the project or on any other project without written verification or adaptation by the Consultant for the specific purpose intended will be the City’s sole risk and without liability or legal exposure to the Consultant.

The City acknowledges the Consultant’s plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all moneys due to the Consultant.

The City and the Consultant agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment ___ of the contract. Any change to these specifications by either the City or the Consultant is subject to review and acceptance by the other party. Additional efforts by the Consultant made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

The City is aware that significant differences may exist between the electronic files delivered and the respective Implementation documents due to addenda, change orders or other revisions. In the event of a conflict between the signed Implementation documents prepared by the Consultant and electronic files, the signed Implementation documents shall govern.

The City may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.
10. SUBLETTING, ASSIGNMENT OR TRANSFER.
Subletting, assignment, or transfer of all or part of the interest of the Consultant in this Agreement is prohibited unless written consent is obtained from the Engineer and approved by the City.

11. GRANT REQUIREMENTS
Consultant agrees to abide by and include in the executed agreement the requirements of contained in the Code of Federal Regulations section 2.CFR.200-Appendix II.
Appendix D

Insurance Requirements
INSURANCE SCHEDULE J

1. shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_______ or Project Location at _________ or construction of _________.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best’s Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor’s limits of liability are higher than the required minimum limits then the provider’s limits shall be this agreement’s required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.
City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage Limit (any one occurrence)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.

2) Include endorsement indicating that coverage is primary and non-contributory.

3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).

4) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.

5) Policy shall include Waiver of Right to Recover from Others endorsement.

6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor’s business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS’ COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Statutory—State of Iowa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A</td>
<td></td>
</tr>
<tr>
<td>Coverage B</td>
<td>Employers Liability</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Each Employee-Disease</td>
<td>$100,000</td>
</tr>
<tr>
<td>Policy Limit-Disease</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Policy shall include Waiver of Right to Recover from Others endorsement.
City of Dubuque Insurance Requirements for Professional Services

Coverage B limits shall be greater if required by the umbrella/excess insurer.

**OR**

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers’ Compensation Insurance, the Contractor shall have a copy of the State’s Nonelection of Workers’ Compensation or Employers’ Liability Coverage form on file with the Iowa Workers’ Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**D) UMBRELLA/EXCESS LIABILITY**  $1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

**E) PROFESSIONAL LIABILITY**  $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide “extended reporting” coverage for a minimum of five (5) years after completion of the work or services.

**F) CYBER LIABILITY/BREACH**  $1,000,000

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Yes  ❌ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.
City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. **Nonwaiver of Governmental Immunity.** The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. **Claims Coverage.** The insurer 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. **Assertion of Government Immunity.** The City of Dubuque, 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 insurer.

4. **Non-Denial of Coverage.** The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, 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 Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)
Appendix E

Project Related Data

https://cityofdubuque-my.sharepoint.com/:f:/g/personal/sbrown_cityofdubuque_org/EhZTVLO7haJPrWf0wEsfmbEB850iiEPLFvqq4fi-Up8WJg?e=rB2qfi