

**CITY OF MAQUOKETA
201 EAST PLEASANT STREET
MAQUOKETA, IA 52060**

Memo to: Qualified & Interested Architectural Consultants

Subject: Request for Qualifications
City of Maquoketa
Sunshine Learning Center Facility Improvement Project
Design Services

From: Joshua Boldt, City Manager

The City of Maquoketa is requesting written qualifications from qualified and interested consulting architects for preliminary and final design architectural services for Sunshine Learning Center's Facility Improvement Project.

Sunshine Learning Center's current daycare facility is in desperate need of repairs and renovation to allow the Center to continue safe operations and accommodate additional children. The City anticipates the project will be partially funded with a Community Development Block Grant (CDBG), and/or local funds. The City will be the applicant on the CDBG Grant, on behalf of Sunshine Learning Center as the Subrecipient. The project will be bid and constructed in accordance with local, state and federal guidelines.

Qualifications are to be submitted by 5:00 p.m., Friday, March 24, 2023, to Joshua Boldt, City Manager; 201 East Pleasant Street, Maquoketa, IA 52060. Please submit seven copies to the City and one copy of qualifications to: ECIA, 7600 Commerce Park, Dubuque, IA 52002.

Project Description:

Sunshine Learning Center's current structure needs significant repairs while making it more efficient to maintain. Improvements are to include adding solar, replacing water heaters, upgrading the electrical, repairing classrooms that are not in use, and new parking lot. This will help the daycare add more vacancies for children, as well as maintain their costs to remain operational. Their current enrollment is 89 children. With the improvements they will be able to accommodate up to 250 children: an additional 161 children.

The required architectural services include 1) Completion of a Preliminary Architectural Report to determine the most cost effective design and plans for a renovation, and recommend a design and plan to the City; 2) Assisting the City with securing of project funding; 3) updated cost estimates following the City's securing of funding; 4) preparation of final plans and specifications; 5) preparation of bid documents; 6) receipt of bids and recommendation of award; and 7) construction phase services.

The City of Maquoketa will use competitive negotiation procedures for the procurement of architectural services whereby the City Council and staff evaluate the competitors' qualifications,

and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The City will execute a contract with the successful architectural consultant subject to fair and reasonable compensation. The city will negotiate the fee for services at the time of service.

All competitors will be evaluated according to the following criteria:

- Familiarity with CDBG and Federal and State Regulations (What projects has your firm completed that included working with CDBG programs as awarded by the Iowa Economic Development Authority?)
- References (Submit references from current and previous clients of related work within the past five years. If possible, provide references from the Maquoketa area.)
- Description of project timeline to complete the Maquoketa project and ability to complete project on time and within budget (Provide a recent example of the firm's ability to complete the project within a tight time frame? Does the firm have the staff capacity currently to complete a project quickly? Include resumes of all staff who will be assigned to this project.)
- Past Experience with Similar Projects (Provide examples and descriptions of wastewater related projects that have been completed in the Maquoketa area within the past ten years.)
- Provide a description of the firm's errors and omissions insurance coverage, including the coverage amounts or a copy of the firm's insurance policy statement.

The City Council will evaluate and rank proposals according to the following criteria:

	<u>Maximum</u>
Qualifications necessary to complete project:	30 points
Previous work performance:	30 points
Capacity to complete scope of work:	20 points
Experience with the state's CDBG programs:	<u>20 points</u>
Total:	100 points

Selection for contract award will be made by the City Council based upon written qualifications, evaluations and oral interviews (if requested by the City Council). Award will be made to the responsible architectural consultant whose qualifications are most advantageous to the City of Maquoketa. The City Council will review the responses and select an architect as soon as possible.

Direct questions or comments to: Joshua Boldt [(563) 652-2484] or Tricia Wagner, ECIA, 7600 Commerce Park, Dubuque, IA 52002 [(563) 690-5770].

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).