



REQUEST FOR PROPOSAL
HISTORIC STRUCTURE REPORT & RELATED SERVICES
for the RENWICK COURT HOUSE, OLD JAIL, and OLD
WALLACE LIBRARY

Due Date: Friday, May 22nd, 2015



[Old Wallace Library](#)

City of Fredericksburg
April 2015

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Historic Renwick Courthouse



Old Jail

Introduction & Background

INTRODUCTION

The City of Fredericksburg, Virginia is seeking to engage the services of a qualified architectural/engineering team to provide a Historic Structure Report for the Renwick Court House, the adjacent jail, and the old Wallace Library, which serves as the current administrative offices for the Fredericksburg City Public Schools.

BACKGROUND

1. The Renwick Court House, built in 1852, is a Gothic-revival, two story masonry structure, with a cupola. The physical location is 809 Princess Anne Street, Fredericksburg, VA. The courthouse was designed by James Renwick, architect of the Smithsonian “Castle” and one of the most prominent American architects of the Nineteenth Century.
2. The Court House site includes the court building, noted above, as well as the old jail, which is a two-story masonry building directly behind the court building and which has a lower level that extends down to the mid-block alley. The City also owns the old Wallace Library building, just north of the Renwick Court building and the old jail. The physical address of the Wallace Library building is 817 Princess Anne Street. These three buildings are the subject of the scope of work.
3. The City of Fredericksburg owns the Court House and the old jail, both of which are vacant. The City also owns the old Wallace Library building, which is currently occupied by the Fredericksburg City Public Schools administrative offices.
4. The requested Historic Structure Report is an initial step to the adaptive reuse of the Renwick Court House and the old jail. Adaptive reuse of the old Wallace Library building is also under consideration, but is contingent upon the relocation of the administrative offices of the Fredericksburg City Public Schools.
5. The City commissioned a Court Feasibility Study in 2007, done by Moseley Architects and Sadler & Whitehead Architects that is provided along with this RFP for additional information, particularly on the Renwick Court building.

Scope of Services

The City wishes to procure a Historic Structure Report to document the history, significance, and current condition of the three buildings. The report will be used to guide the adaptive reuse of the Renwick Court House, the current Fredericksburg City School Board administrative office, and the old jail. The delivered report must address the following items:

EVALUATION OF BUILDINGS

- **Examine archival documentation/Assess existing research**

Much has been written about the Renwick Court House, but a definitive statement is desired in order to establish a clear record of the evolution of the three buildings. The consultant will be able to access a considerable body of existing research, but will need to assess this material carefully and note any discrepancies or deficiencies when providing conclusions. A large compendium of material is not required, but the final report will need to include the following items:

- Historical information that establishes the significance of the buildings;
- The history of the buildings, to include original construction and later modifications;
- Historic images and photographs; and
- Assessment of the validity/accuracy of previous research.

- **Survey existing conditions**

An investigation of the three buildings is necessary to document and assess the material condition of their construction and design. This step will also identify and evaluate architectural elements and character defining features. The extent of this survey will need to include the following:

- Exterior materials
- Interior materials
- Architectural features
- Finishes
- Structural systems
- Mechanical, electrical, and plumbing systems
- Fire detection and suppression systems
- Security systems

An archaeological assessment is not required, but the consultant may engage in subterranean exploration, as needed, to assess existing conditions. Please bear in mind that the consultant must obtain City approval prior to engaging in any subterranean exploration.

- **Develop measured drawings and photographic record**

Documentation that meets archival standards is desired as a part of the requested report. Measured drawings and record photography must adhere to *The Secretary of the Interior's Standards for Architectural and Engineering Documentation*.

- **Test materials (as needed)**

In assessing the Renwick Court and the Old Jail, the consultant may engage in non-intrusive as well as intrusive testing. However, the consultant will not be allowed to do intrusive testing at the occupied Fredericksburg City School Board offices. All plans for intrusive testing must be submitted to the City for approval, prior to undertaking such testing procedures. The consultant will also be expected to identify whether any ongoing field monitoring will be required.

- **Evaluate significance**

The consultant will need to provide an historic overview of the three buildings, to include a chronology of their initial construction and all subsequent modifications. Using this data, the consultant will need to make a determination of historical, architectural, engineering, and cultural significance.

- **Identify physical problems**

The consultant will need to identify physical problems that will have implications for applying the Fire and Building Codes, during any renovation of the buildings. In addition, any conditions that could lead to a loss of historic fabric should also be identified.

PRESERVATION OF BUILDINGS

- **Develop preliminary treatment plan**

Although an adaptive reuse of the buildings has not yet been agreed upon, the consultant should provide an initial treatment plan (not to include mothballing) for any work that is immediately needed to keep the buildings intact.

PROJECT PROGRESS & QUALITY ASSURANCE

Proposing firms should plan on progress meetings with the City's project management team at least once every six weeks throughout the project, which may be adjusted as needed. The City will expect as part of the work an initial review draft and a final review draft prior to the submission of the final report.

REPORTING REQUIREMENTS

The deliverable Historic Structure Report will need to include all of the information noted above, with footnotes/endnotes, a bibliography, and appendices that contain historic documentation and technical data. Final submittal will need to include five hard copies and one electronic copy in “.pdf” format.

Instructions to Proposers

1. Please deliver or mail one original and two hard copies of the proposal to the City Manager's Office in City Hall of the City of Fredericksburg no later than 2:00 p.m. Friday, May 22nd, 2015. Proposals received after this time will not be considered. Proposals should be submitted on 8 ½ by 11 paper and consecutively numbered.
2. Proposals must be either mailed or hand-delivered to the City Manager's Office, Room 203, City Hall, Fredericksburg, Virginia.

Hand delivered:
City Manager's Office
715 Princess Anne Street, Room 203
Fredericksburg, VA 22401

U.S. Mailing Address:
City of Fredericksburg
City Manager's Office
Attention: Mark Whitley, Assistant City Manager
PO Box 7447
Fredericksburg, VA 22404-7447

Proposals should be clearly marked on the exterior as "Proposal for Historic Structure Report – Renwick Courthouse Property."

3. Submitted proposal packages must be complete, including the attached Appendices. The City reserves the right to reject any and all proposals, if in its sole discretion the City deems that to be in its best interest.
4. The City requests hard copies of proposals in order to be considered. Proposers are free to e-mail additional copies of their proposals for convenience; however, these submissions will not be considered a substitute for the required three hard copies. The City will not consider proposals via telephone or facsimile.
5. The original proposal must be signed by an official authorized to legally bind the proposer to its terms. The signature must appear above the typed or printed name and title of the individual signing, include a statement that the signer is authorized to bind the proposer to its terms, and include a statement that the proposal is valid for at least 180 days from the proposal date.
6. The City is scheduling a walk-through of the unoccupied buildings on Monday, May 11th, at 11:00 a.m. (There will be no walk-through scheduled for the FCPS Headquarters). Interested parties are welcome to come at that time and walk through the building. After May 11th, additional walk-throughs and examinations of the building will be available by appointment.

7. For questions about this Request for Proposals, please contact Mark Whitley at 540-372-1010, Monday-Friday between 8:15 a.m. and 4:30 p.m. You are also welcome to e-mail Mr. Whitley at mwhitley@fredericksburgva.gov. The City will put out an addendum in writing on its web site, www.fredericksburgva.gov, on the “Bids and RFP’s” page, no later than one week before the deadline for proposals detailing questions and any additional information developed as a result of the RFP process. The City reserves the right to extend the deadline if necessary.
8. Please do not include price information with the initial proposal submission. The City intends to select at least three proposals, and engage in individual discussions with those proposers. The City will request non-binding estimates of cost at that time. The City will rank the selected proposers and negotiate, starting with the first-ranked firm, until a satisfactory contract has been signed.
9. The City may award a contract, multiple contracts, or no contract. The City may accept or reject any or all proposals, waive irregularities and technicalities, and request re-submission or additional information. The City is the sole judge of suitability of the proposals. The City’s decision will be final.
10. Proposals should include the following information:
 - a. Understanding of the project and the services requested under this RFP
 - b. Description of the firm and the qualifications and experience of the assigned project team.
 - c. Describe all proposed subcontracting activities, including the full legal name and address of proposed subcontractors, the type of work they will perform, and the percentage of the total work that they will perform
 - d. Examples of at least three similar reports for historic buildings in other jurisdictions. Citations and links should be provided in the actual proposal. The responding firm should provide, in electronic format, either access to or copies of the actual example studies.
 - e. Proposal to complete the project, including a proposed timeline and major milestones, and an explanation of any assumptions and constraints.
 - f. Evidence of insurance coverage, including Professional Liability (Errors and Omissions) coverage and worker’s compensation coverage, or evidence of the ability to obtain this coverage. The final contract will include the provision of a Certificate of Insurance listing the City as an additional named insured for provision of this work.
 - g. A proposed plan for quality assurance and quality control for the final report.
11. Please provide the following information in a separate section or attachment:
 - a. Any exceptions to the City’s requirements or clarifications to the City’s requirements
 - b. State the name, case number, court, and a general summary of any litigation pending or judgment rendered with the past 5 years against the proposer or any of its previous legal entities.

- c. State whether the proposer or any of its officers or managers (i) is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal, state, or local agency, (ii) has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 5 years, (iii) has a proposed debarment pending, or (iv) has been indicted, convicted, or has a civil judgment rendered against it involving fraud or misconduct within the past 5 years.
12. The City may request clarification of submitted information and request additional information.
13. Any proposal may be withdrawn up until the time set for the opening of the proposal.
14. Proposals are binding offers. If the City accepts a proposal, the proposer is bound to the terms of the contract.
15. This program is contingent on available funding. The City may award multiple contracts or no contract. The City may negotiate with proposers and ask proposers to revise aspects of their proposals.
16. The City is not responsible for any costs incurred in preparing a proposal.
17. If the City determines that a proposer has made a material misstatement or misrepresentation, the City may eliminate the proposer from the RFP process.
18. The City owns all information submitted to it in proposals under this RFP.

Selection Criteria

The City is seeking a qualified architectural / engineering firm for the services outlined in this Request for Proposal. Procurement will be conducted under the competitive negotiation process outlined in the Virginia Public Procurement Act and the City Code for professional services.

Please note that the City does not discriminate against proposers based on race, religion, color, sex, national origin, age, disability, or faith-based organization status.

1. All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, timely, in the requested format, and in compliance with all the requirements of this RFP.
 - b. The proposal must meet the requirements of the outlined scope of work.
2. The City will then use the following criteria to review and evaluate proposals:

Understanding of the project and the scope of services requested in the RFP
Qualifications and Experience of the Firm and the Assigned Project Team
Proposed Project Timeline & Milestones
QA/QC Plan
Availability of the Firm (Distance & Time)
Evaluation of Examples of Similar Work
Non-Binding Estimate of Cost (at interview stage)

City Standard Contract Terms

Authorization to do Business in Virginia. Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.

Relation to City. Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.

Modifications. This contract consists of the **Request for Proposals** issued by the City (including these terms), the winning **Proposal**, the Notice of Award issued by the City, and any written change orders approved by the City. Modifications to this contract can only be authorized by approved written change order. Contractor must submit requests for change orders to the City. The City will respond to requests promptly, in writing.

Freedom of Information Act. All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et. seq*) unless specifically exempted under Virginia Code § 2.2-4342.

Audit. Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.

Ethics in Public Contracting. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Non-Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Immigration. Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

Drug-Free Workplace. Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Payments. Contractor must provide its federal employer identification number to the City before requesting payment. Contractor will submit invoices, with appropriate documentation, to the City. The City will pay invoices within 30 days. Any invoice not paid within 30 days will accrue 1% interest per month.

Non-appropriation. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

Subcontractors. Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

Indemnification. Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

Insurance. Contractor and any subcontractors will maintain the following insurance coverage during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

- a. Workers' Compensation—as required by law.
- b. Employer's Liability--\$100,000.
- c. Commercial General Liability--\$1,000,000 per occurrence. The City must be named as an additional insured on this policy.
- d. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate.

Assignment. Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

Choice of Law, Venue. This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.

Claims. Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.

Dispute Resolution. The parties shall first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.

Default. The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

Remedies. If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law.

Termination. The City may terminate this contract for any reason upon 30 days notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract.

The parties can agree to terminate this contract at any time.

Notices. Any notices pertaining to this contract must be sent by first-class mail to:

To the City:

Fredericksburg City Manager
P.O. Box 7447
Fredericksburg, Virginia 22404-7447

To the Contractor:

The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

Severability. If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

Strict Performance. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

Attachment A: Signature Sheet

RFP for HISTORIC STRUCTURE REPORT – RENWICK COURT HOUSE

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Please note that proposers must be authorized to do business in Virginia, and registered with the Virginia State Corporation Commission. Please provide the full legal name of the proposer, as registered with the SCC, using this form.

Name and Address of Firm:

Date: _____

By: _____ (Signature in ink)

Name: _____ (Please print or type)

Title: _____

Telephone: _____

E-mail: _____

FEI/FIN NO. _____

SCC ID Number: _____

Attachment B: Offeror Data Sheet

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company,
Corporation, or Partnership

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: _____
Contact: _____
Phone:(_____) _____
Email: _____
Project: _____
Dates of Service: _____ \$ Value: _____

Company _____
Contact: _____
Phone:(_____) _____
Email: _____
Project: _____
Dates of Service: _____ \$ Value: _____

Company: _____
Contact: _____
Phone:(_____) _____
Email: _____
Project: _____
Dates of Service: _____ \$ Value: _____

Attachment D: Certification of Compliance with Code of Virginia §22.1-296.1

Contractor: _____

RFP for HISTORIC STRUCTURE REPORT – RENWICK COURT HOUSE

Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Fredericksburg Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Fredericksburg and to the Fredericksburg City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Fredericksburg of any event that renders this certification untrue.

Company Name

Printed Name and Title of Person Making Certification

Signature

Date
