REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR
FLEUR DRIVE OVER RACCOON RIVER BRIDGE REHABILITATION
Activity ID 01-2022-021

1. **Purpose:** The City of Des Moines, Iowa, (City) is hereby soliciting consultant proposals for professional services to perform a structural evaluation report and design services for the Fleur Drive over Raccoon River Bridge Rehabilitation project. This request invites qualified Consultants to submit proposals for accomplishments of the items of work described below under Scope of Services. Proposals shall be prepared and submitted in accordance with the requirements described in this Request for Proposals (RFP). Once the Consultant is selected, a contract will be negotiated based on a mutually agreed upon scope of services.

**Consultant Expected Standards of Conduct – COVID-19 Precautions**

1. The City strongly encourages all its partners to adhere to CDC guidelines related to wearing masks, social distancing and other methods of slowing the spread of COVID-19 while conducting work on the City’s behalf.

2. **Project Description:** Rehabilitation of Fleur Drive over Raccoon River Bridge (FHWA No. 003910). Professional services under this RFP include performing a Structural Evaluation to investigate current condition, document the progression of deterioration since past repairs, development of a detailed load rating and alternatives analysis to alter controlling end spans, reconfigure deck geometry to accommodate at least one 12-foot-wide shared-use trail, and provide plans and specifications for the bridge rehabilitation project. Iowa Department of Transportation funding is expected to be used for construction with a preliminary budget of $3,500,000 and a target Iowa DOT letting Fall/Winter 2024.

**Schedule**

The proposed schedule for the bridge project is as follows:

- **July 18, 2022**
  - Request for Proposal Due Date

- **Week of July 25, 2022**
  - City staff selection of Consultant to enter into negotiations for Professional Services Agreement

- **Early August 2022**
  - Project Design Scoping Meeting

- **August 17, 2022**
  - Draft Professional Services Agreement due to City

- **September 12, 2022**
  - Consideration by City Council for Approval of Professional Services Agreement and Authorization to issue Notice to Proceed for Design Phase Services

- **Calendar Year 2025**
  - Start Construction
3. **Proposal Submission**: Responses to the RFP must be received electronically by the City of Des Moines as follows:

- **Due Date**: Monday, July 18, 2022
- **Time**: Prior to 2:00 p.m.
- **Deliver To**: Steven L. Naber, P.E.
  c/o Linda R. Ross, Engineering Administrative Assistant
  Email address: LRRoss@dmgov.org

*For submission of very large files, please use the following FTP link:*
[https://cdmlft.dmgov.org/filedrop/LRRoss@dmgov.org](https://cdmlft.dmgov.org/filedrop/LRRoss@dmgov.org)

- **Number of copies**: Only electronic submissions of proposals are being accepted for this project, as noted above. The City reserves the right to request up to five (5) hard copies and one electronic .PDF (on USB drive or CD) after selection of a Consultant.

During the proposal evaluation, the City reserves the right to request additional written information to assist in the evaluation of proposals.

Proposals and written responses to the City’s request for additional information shall be signed by the Consultant (if an individual), by an officer of the proposing Consultant, or by a designated agent empowered to bind the Consultant in a contract.

Upon receipt, the proposals shall become the property of the City of Des Moines for disposition or usage by the City of Des Moines at its discretion.

4. **Proposal Content**: To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested must be provided in the proposal under a single cover. Attachment 2 must be completed and included inside the cover of the proposal. The proposal length must be limited to a maximum of 20 single-sided pages, not including Attachment 2 and dividers and covers. Minimum font size must be ten (10) point. Failure to materially comply with these requirements may, at the City’s sole discretion, lead to a loss of Selection Criteria points or result in rejection of a proposal.

   a. **Business Organization**. The full name and address of the Consultant’s organization and the branch office that will perform the services described herein shall be stated. The Principal-in-Charge of the branch office shall be identified.

   b. **Technical Approach and Scope of Work**. The Consultant shall state its understanding of the project as outlined in the Scope of Services. The approach in rendering the services required, including the use of subconsultants, shall be detailed in a proposed Scope of Services.

   c. **Related Technical Experience**. Descriptions of a minimum of two (2) and a maximum of five (5) projects of similar size and nature shall be submitted. The project description must contain the scope of services performed, location and reference (contact person).

   d. **Project Staffing and Organization**. Qualifications of the project manager and personnel, including anticipated subconsultants, with specialized skills shall be highlighted. A list of subconsultants that will be used and the work they will perform. Resumes for all key personnel listed shall be included and show the following:
i. Name, specialty, and job title.
ii. Years of relevant experience with Consultant (and previous employers).
iii. Academic degree(s), discipline, and year degree(s) received.
iv. Professional registrations.
v. Office location where employed.
vi. A synopsis of experience, training or other qualities that reflect the individual’s related experience and expected contribution to the project.

e. **Timely Completion of the Project.** Discuss the Consultant’s and anticipated subconsultant’s current workload and its ability to complete the project in a timely manner. Include, if applicable, an estimated schedule to complete the project.

f. **Work Elements.** Provide a matrix of work elements that would be included, personnel classifications and hours you feel would be appropriate for the work requested. Provide a range of total estimated fees for the professional services requested, including subconsultants.

g. **Additional Information.** Provide any additional information regarding Consultant’s experience and capabilities that may be important to the success of the project.

5. **Presubmittal Conference:** A conference will not be held, however, Consultants submitting proposals are strongly encouraged to make a site visit and review the Available City Data provided in Attachment 5.

6. **Insurance Requirements:** Attachment No. 1, Insurance and Indemnification Requirements, describes the minimum insurance the Consultant must have in order to enter into a professional services contract with the City of Des Moines. All Consultants that submit proposals in response to this RFP will be required to accept and comply with Attachment No. 1, Insurance and Indemnification Requirements if selected, and all proposals must include a completed Attachment 2 inside the cover of the proposal. These requirements are not subject to negotiation.

7. **Form of Contract:** The City of Des Moines’ standard form of contract will be used for this professional services agreement. A copy of the standard form of contract will be provided upon request.

The contents of this RFP, of a proposal submitted in response thereto, and of the City's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful Consultant and accepted by the City, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.

8. **Scope of Services:** A proposed Scope of Services is included as Attachment 4. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as a part of the final professional services agreement, but is intended to provide general information to Consultants wishing to submit proposals. It is the intent of the City to draw upon the expertise and experience of Consultants submitting proposals as to their recommendations as to exact tasks of work to accomplish City goals. The City will negotiate the detailed Scope of Services with the successful Consultant should the City elect to proceed with the project.

9. **Contact Person:** Any questions concerning the proposals should be directed to Ben Cole, Civil Engineer II, 400 Robert D. Ray Drive, Des Moines, IA 50309, 515-283-4176, or bmcole@dmgov.org.

10. **Consultant Questions, and Requests for Clarification or Interpretation:** After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who have questions regarding the RFP, or who object to any term, provision, or requirement of the RFP, or who desire clarification or interpretation of any term, provision, or requirement of the RFP, may submit such questions, objections, or requests for clarification or interpretation to the Contact Person named above no later than seven calendar days prior to the proposal due date. Such questions,
objections, requests for clarification or interpretation shall be submitted in writing and shall clearly identify the individual or entity submitting same, including the name, address, telephone number, FAX number and e-mail address, if any, of such person or entity.

11. City’s Response to Consultant Questions, Objections, and Requests for Clarification or Interpretation Issuance of Addenda to RFP: Steven L. Naber, P.E., City Engineer, will respond in writing to all questions, objections, requests for clarification or interpretation presented to the City as provided above or raised or presented at the presubmittal conference as provided above. Only the City's written responses shall be considered the City's official response binding upon the City. In addition to making a written response, the City may issue addenda amending the RFP by changing, deleting, or adding terms, provisions, or requirements to the RFP.

Written answers to all written inquiries will be sent to all Consultants that have been sent this RFP and posted on the City website at https://www.dsm.city/departments/engineering_engineering_division/prof_services_rfps.php.

In no case will verbal communications override written responses or requirements of this RFP.

12. Consultant’s Communications with City Officials and Employees Restricted – Consultants Prohibited from Attempting to Improperly Influence City Officials or Employees – Violation May Be A Crime- Violation May Result in Rejection or Return of Proposal: After issuance of an RFP by the City, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who desire to pose questions, objections, requests for clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to contact or communicate with, in writing, electronically, or orally, any City official or employee other than the designated Contact Person. After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not contact or communicate with, in writing, electronically, or orally, any City official or employee in an attempt to gather information which would be helpful in responding to the RFP, or in an attempt to influence the City’s consideration of its competing proposal. In addition, the City may refuse to accept or may return the proposal of any person or entity determined to be in violation of this provision. Contacting other Evaluation and Selection Committee members will be considered inappropriate and may lead to a loss of Selection Criteria points or disqualification, at the discretion of the City Engineer.

13. Cost of Responding to this RFP: The City will not pay for any information requested in the RFP or any cost incurred in submitting proposals, responding to additional questions, or participating in the interview process.

14. Evaluation and Selection Process: Proposals will be evaluated by an Evaluation and Selection Committee established by the City using the Selection Criteria included in Attachment 3 to identify the Consultant or Consultants best qualified to meet the City’s needs on this project. The Consultants deemed best qualified by the Evaluation and Selection Committee will be invited for additional presentations and interviews. However, the City reserves the right to request interviews of any, all, or none of the Consultants. 

15. City Rejection of Proposals and Reservation of Rights: The City reserves the right to:
   a. Reject any or all proposals in whole or in part and to waive irregularities in proposals received.
   b. Request additional information or modifications to proposals prior to award if in the best interests of the City.
   c. Use any ideas submitted in proposals, except for those which are protected by an enforceable patent or other proprietary right and such idea is identified as protected by patent or other proprietary right and identified as confidential pursuant to Section 21.
   d. In the event of unsuccessful contract negotiations or contract termination, the City reserves the right to enter into contract negotiations with any other qualified consultants, person(s), or entity.
16. **Post Evaluation Notification of Consultants:** All Consultants submitting proposals will receive a written response from the City as to which Consultant the Evaluation and Selection Committee selected to proceed with contract negotiation and consideration of award for services related to this RFP. All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful Consultants.

17. **City Council Consideration of Evaluation and Selection Committee Recommendation as to Best Proposal – Opportunity for Input by the Public:** When the Evaluation and Selection Committee’s recommendation comes before the City Council for consideration, the City Council may request that the Consultant whose proposal is recommended for selection appear before the Council to give a presentation or to answer questions regarding its proposal. Competing Consultants will not be allowed to speak at that time unless a prior request has been made by such a Consultant and permission to speak granted by the Mayor, or unless a City Council member requests that the competing Consultant be allowed to speak and the Council consents to such request. Members of the public may likewise be allowed to speak regarding the selected proposal.

The City reserves the right to select another Consultant or other person(s), or entity to complete the Scope of Services if at any phase of project development the City determines, at its sole discretion, that the selected Consultant is not performing work in accordance with executed professional services agreements.

18. **Award of Contract:** Award of contract by the City Council or City Engineer, if any, will be to the Consultant deemed best qualified by the City, in accordance with the Selection Criteria included in Attachment 3, to perform the services outlined in this RFP.

19. **Assignment of Contract Prohibited Unless Approved in Writing by the City:** No contract awarded pursuant to RFP shall be assignable by the successful Consultant without the written consent of the City Manager.

20. **Statutes and Rules:** Chapter 2, Municipal Code of the City of Des Moines, contains policies and procedures for procurement under which this request for proposal is issued. The terms and conditions of this bid or request for proposal, the resulting contract or purchase order or activities based upon this bid or request for proposal shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this bid or request for proposal and resulting purchase order or contract. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the City of Des Moines.

21. **Proposals Not Confidential:** Consultant Requests for Confidentiality Under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content: Under Chapter 22 of the Iowa Code, “Examination of Public Records”, all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of “confidential records”. Under this provision, confidential records are to be kept confidential, “unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information”. Among the public records which are considered confidential under this Iowa Code provision, are the following:

3. Trade secrets which are recognized and protected as such by law.
6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions 3. and 6. (noted above). If a responding individual or company in good-faith reasonably
determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a **confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual Consultant to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the Consultant and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the Consultant requesting confidentiality to defend its request. In that notification, the Consultant requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of the proposal. Absent such action by a Consultant requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination. Consultant shall be responsible for all costs relating to a declaratory judgment or injunctive action, including the payment of any damages assessed and attorney fees and litigation expenses awarded.

If the process for selecting the best proposal includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing Consultants. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure; if not otherwise determined confidential as above provided.

**22. Contract Compliance and Non-Discrimination:** All Consultants that submit proposals in response to this RFP agree to comply with the requirements of the City of Des Moines Contract Compliance Program, which is available from the City Engineer upon request or may be viewed at the following website: [https://dsm.city/ContractComplianceProgram](https://dsm.city/ContractComplianceProgram), and has been viewed by the Consultant. In addition, Consultant acknowledges and agrees:


b. Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, disability, familial status, or ancestry.

c. To include this provision in all agreements associated with this procurement.

**23. Iowa Law and Venue:** The resulting contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**24. Compliance with All Applicable Laws:** All services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The Consultant expressly warrants and guarantees that the services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.
ATTACHMENT 1

CITY OF DES MOINES, IOWA
PROFESSIONAL SERVICES – CONSTRUCTION DESIGN

INSURANCE & INDEMNIFICATION REQUIREMENTS

For the purposes of this Attachment and all provisions included herein, the term “CITY” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

1. GENERAL

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies “admitted” or “non-admitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “B+.” All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability insurance on an occurrence basis with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. The CITY shall not be included as an Additional Insured.

B. CONTRACTUAL LIABILITY: The Contractual Liability coverage required above shall include the cost of defense and settlement. CONSULTANT agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which the CONSULTANT has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner so required in its insurance policies.

C. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: As required by State of Iowa Workers’ Compensation Law, the CONSULTANT shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage. The Workers’ Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONSULTANT is not required to purchase Workers’ Compensation Insurance, the CONSULTANT 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. Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.
D. **PROFESSIONAL LIABILITY INSURANCE:** Professional Errors and Omissions Insurance with limits not less than $1,000,000 per claim and in the aggregate.

E. **CANCELLATION & NONRENEWAL NOTIFICATION:** The CONSULTANT shall provide the CITY with no less than ten (10) days notification of cancellation or nonrenewal of the General Liability Insurance and Professional Liability Insurance policies required above.

   *Written notifications shall be sent to: City of Des Moines, Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.*

F. **WAIVER OF SUBROGATION:** To the fullest extent permitted by law, CONSULTANT hereby releases the CITY from and against any and all liability or responsibility to the CONSULTANT or anyone claiming through or under the CONSULTANT by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The CONSULTANT’S Workers Compensation Insurance and General Liability Insurance policies shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY, including its elected and appointed officials, agents, employees and volunteers and other working on its behalf.

G. **PROOF OF INSURANCE:** The CONSULTANT shall provide the following proof of insurance to the CITY:

   • Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under “Description of Operations/Locations/Vehicle/Special Items” and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.

   *Mail to: City of Des Moines, Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.*

H. **AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS:** The CONSULTANT shall require all its agents, subconsultants and subcontractors who perform work and/or services on behalf of the CONSULTANT to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

3. **INDEMNIFICATION REQUIREMENTS**

   For other than professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONSULTANT’S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY’S employees, consultant’s, agents or others for whom the CITY is responsible.

   For professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits,
damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the CONSULTANT, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY’S employees, consultants, agents or others for whom the CITY is responsible.

CONSULTANT’S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONSULTANT arising out of or in any way connected or associated with CONSULTANT’S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY’S employees, consultants, agents or others for whom the CITY is responsible.

CONSULTANT expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONSULTANT’S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

CONSULTANT shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONSULTANT will observe all applicable safety rules.
PROFESSIONAL SERVICES AGREEMENT - ATTACHMENT 1A
TRANSPORTATION PROJECT

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations: The consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-Discrimination: The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The consultant shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Des Moines, the IDOT or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Des Moines, the IDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-Compliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Des Moines shall impose such contract sanctions as it, the IDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding of payments to the consultant under the contract until the consultant complies, and/or
   b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the City of Des Moines, the IDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Des Moines or the IDOT to enter into such litigation to protect the interests of the City of Des Moines or the IDOT; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

April 2022
ATTACHMENT 2

ACCEPTANCE OF INSURANCE AND INDEMNIFICATION REQUIREMENTS
AND
CONFLICT OF INTEREST STATEMENT

PROFESSIONAL SERVICES FOR
FLEUR DRIVE OVER RACCOON RIVER BRIDGE REHABILITATION

Activity ID 01-2022-021

This Attachment 2 shall be completed and included inside the cover of the proposal.

Acceptance of Insurance and Indemnification Requirements
By signature below, I hereby certify as the Consultant (if an individual), or an officer of the proposing Consultant, or as a designated agent empowered to bind the Consultant in a contract, that the proposing Consultant will be able to meet all of the insurance requirements of Attachment 1, are aware of any additional costs associated with doing so, and agrees to obtain such coverage if selected as the successful Consultant for this project. By signing below, the Consultant agrees that the Insurance and Indemnification Requirements included as Attachment 1 have been read and understood; and will be accepted by the Consultant without modification.

_________________________  _______________________
Consultant Company Name  Signature

_________________________  _______________________
Name & Title  Date

Conflict of Interest Statement
By signature below, I hereby certify as the Consultant (if an individual), or an officer of the proposing Consultant, or as a designated agent empowered to bind the Consultant in a contract, to the best of the proposing Consultant’s knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the City of Des Moines, Iowa.

_________________________  _______________________
Consultant Company Name  Signature

_________________________  _______________________
Name & Title  Date

Should the Consultant not be able to certify the above Conflict of Interest Statement, the Consultant shall attach a description of any potential conflicts of interest with the City of Des Moines, Iowa.

April 2022
ATTACHMENT 3

1. SELECTION CRITERIA

The Evaluation and Selection Committee established by the City for this project will evaluate each proposal in accordance with the following criteria to identify the Consultant best qualified to meet the City’s needs on this project. The Consultant deemed best qualified by the Evaluation and Selection Committee will be invited for additional presentations and interviews. However, the City reserves the right to request interviews of any, all, or none of the Consultants. If interviews are held, all interviewed proposals will be rescored based upon the above scoring criteria factoring in the interview as well.

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<tr>
<th>Item</th>
<th>Description</th>
<th>Rating Ranges</th>
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<tbody>
<tr>
<td>1.</td>
<td>Technical Approach and Scope of Work</td>
<td>(0 – 30)</td>
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<td></td>
<td>Consultant’s understanding of the project objectives and scope of services. Consultant’s recommendations for modifications to the scope of services and/or modifications or improvements to the overall project. Consultant’s identification of potential problems perceived at this time. Consultant’s description of overall approach to efficiently complete the project.</td>
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<td>2.</td>
<td>Related Technical Experience</td>
<td>(0 – 25)</td>
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<td>Consultant's experience with similar projects. Consultant shall include information on other organizations for which Consultant has provided comparable consulting services.</td>
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<td>Qualifications of the project manager and personnel, including anticipated subconsultants, with specialized skills shall be highlighted.</td>
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<td>4.</td>
<td>Geographic Location of Consultant</td>
<td>(0 – 5)</td>
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<tr>
<td></td>
<td>Consultant’s ability and readiness to timely serve the City.</td>
<td></td>
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<tr>
<td>5.</td>
<td>Timely Completion of the Project</td>
<td>(0 – 5)</td>
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<tr>
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<td>Consultant’s current workload and ability to complete the project in a timely manner. Consultant shall include, if applicable, an estimated schedule for the project.</td>
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<td>6.</td>
<td>Work Elements</td>
<td>(0 – 5)</td>
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<td></td>
<td>Appropriateness of estimated staff hours and cost in relation to objectives and methodology for project.</td>
<td></td>
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<td>7.</td>
<td>Additional Information and Factors</td>
<td>(0 – 5)</td>
</tr>
<tr>
<td></td>
<td>a. City Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Iowa DOT Urban Design Experience</td>
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<tr>
<td></td>
<td>c. Other related information</td>
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</tbody>
</table>
ATTACHMENT 4

SCOPE OF SERVICES

PROFESSIONAL SERVICES FOR
FLEUR DRIVE OVER RACCOON RIVER BRIDGE REHABILITATION

Activity ID 01-2022-021

This sample Scope of Services is not necessarily intended to be a complete scope of work that will be required as part of the final professional services agreement but is intended to provide general information to Consultants wishing to submit proposals. The City reserves the right to modify the scope of services to be included in the final professional services agreement.

The following scope of services are proposed in connection with rehabilitation of Fleur Drive over Raccoon River Bridge:

PHASE I – STRUCTURE EVALUATION

Prepare and provide a Structure Evaluation Report (3 hard copies, 1 electronic) for the existing structure, Fleur Drive over Raccoon River, which includes:

a) Review existing plans, past bridge inspection documents, flood studies and river models, available utility information, and any other available pertinent information.

b) Prepare necessary plans of the bridge deck, abutments, columns and caps, expansion joints, bearings, drainage systems, approach slabs, sidewalks, railings, and protective coating system for documenting conditions noted during field inspection, as well as prepare site photo/bridge condition photo log and other relevant information. Acquisition of any special inspection access equipment will be responsibility of the Consultant.

c) Perform material testing to evaluate the adhesion properties of the existing paint system to the beams, testing for hazardous paint on bridge beams, railings, or other painted bridge elements, testing for asbestos on the bridges (expansion material, caulking, etc.), and performing deck concrete cores for petrograph analysis, as well as other recommended tests or evaluations.

d) Provide a detailed load rating analysis. Past ratings indicate potential rating deficiencies in concrete beam end spans. Evaluation to provide alternatives analysis for possible strengthening, replacement, or elimination. Provide additional analysis and reconfiguration alternatives for accommodating a minimum of one-12 ft. wide shared use path and evaluate providing shared use path on both sides. In addition, provide cost analysis and recommendations for rehabilitation of remaining bridge elements. The analysis should take into account hydraulic impacts for alternatives reviewed (may require hydraulic modeling of alternatives), evaluate impacts to existing utilities, analyze and/or identify structural limitations for alternatives, and perform life cycle cost analysis for the rehabilitation alternatives.

Future Services:

The City will negotiate a Professional Services Agreement with the selected Consultant for PHASE I services. Provided the selected Consultant completes PHASE I work satisfactorily, the City anticipates that the selected Consultant will be contracted to complete PHASE II and PHASE III of the project. The Consultant must demonstrate in its proposal its staff’s capability to complete, and subsequently provide, the services listed in PHASES II and III; HOWEVER, DO NOT INCLUDE ANY LABOR PROJECTIONS OR ASSOCIATED FEE FOR PHASES II AND III SERVICES IN THE WORK ELEMENTS SECTION OF THE PROPOSAL. Any additional services will be negotiated later and incorporated via a supplemental agreement. The services shown below for PHASE II and PHASE III are only a general scope of services. A detailed scope of services will be developed and negotiated in the future.

April 2022
PHASE II – DESIGN PHASE SERVICES

Upon direction and authorization to proceed from the CITY, prepare Plans, Specifications and Construction Estimate for Rehabilitation of the structure(s). This work is to include; providing topographic survey and necessary easement plats, coordinating with existing utilities, coordinating design reviews with Railroad, and preparation and submittal of necessary permit applications or reviews required with the U.S. Army Corps of Engineers (404, 408), Iowa Department of Natural Resources (Flood Plain, Sovereign Lands), or other applicable regulatory agency. Work may include preparing exhibits and project presentations for City Council and Urban Design Review Board, architectural/historical evaluation, detailed hydraulic analysis, and construction staging evaluation. Consultant shall also follow Iowa DOT project development schedule and plan preparation and review requirements for DOT projects.

PHASE III – CONSTRUCTION PHASE SERVICES

Provide limited Construction Administration services for the Project, including:

a) Pre-construction Conference: The Consultant shall attend a pre-construction conference for the Project with the Contractor and City and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule. The Consultant shall prepare and distribute meeting minutes for the conference.

b) Shop Drawings - The Consultant shall review the Contractor's shop drawings, testing, material certifications, and other required submittals for compliance with the contract documents.

c) The Consultant shall answer design interpretation questions from Engineer, Contractor and review agencies.

d) The Consultant shall attend construction progress meetings when requested by the City.

e) Change Orders - The Consultant shall review and assist in the preparation of change orders for approval of the City prior to Contractor’s start of work under the change order.

f) The Consultant shall cause its design personnel to make periodic visits to the site at intervals appropriate to the stage of construction and not less than weekly, or as otherwise agreed by the City and Consultant in writing, to provide field observation to ascertain the progress and quality of the work completed and to determine if the work is being performed in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Construction Observation services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

g) Final Inspection and Punch List; Final Acceptance - The Consultant shall attend final inspection and prepare a punch list of items to be completed. On the basis of such inspection, the Consultant shall determine if the project is substantially complete according to the plans and specifications and shall make a recommendation to the Engineer regarding final payment. It is understood that the City will accept the project only after recommendation by the Consultant.

h) If the Contractor requests a waiver of any provisions of the plans and specifications, the Consultant will make a recommendation on the request to the City for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Consultant to consent to the use of defective workmanship or materials.

i) Notification of Nonconformance - On the basis of on-site observations as a design professional, the Consultant shall keep the City informed of the progress and quality of the Work and shall guard the City against defects and deficiencies in the Work. The Consultant shall notify the City of any work which is unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the City, see that these recommendations are implemented by the Contractor.

j) The Consultant shall assist the City in the coordination of claims/disputes.
The CITY will be responsible for construction observation and concrete testing during the construction phase and will perform contract administrative activities.

ATTACHMENT 5

AVAILABLE CITY DATA

PROFESSIONAL SERVICES FOR
FLEUR DRIVE OVER RACCOON RIVER BRIDGE REHABILITATION

Activity ID 01-2022-021

By accepting the Available City Data provided with this RFP, the Consultant acknowledges and agrees that the information is approximate, may not be complete or current, that the City assumes no liability for its accuracy, and that any users of this data are responsible to field verify all data prior to work.

The following documents have been placed on the below File Transfer Protocol (FTP) sites for the Consultant’s reference:

GIS Storm Sewer, Sanitary Sewer and Other Infrastructure/Facility Data
https://data.dsm.city

Bridge Plans, Inspection Reports
FTP Site https://cdmlft.dmgov.org/message/1dgL1pGoTOmk38J26vq1NI