REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR
Birdland Park Phase 1 Improvements
Activity ID 01-2023-002

1. **Purpose:** The City of Des Moines, Iowa, (City) is hereby soliciting consultant proposals for professional services to provide design, bidding and construction phase services for the Birdland Park Phase 1 Improvements. 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:** Phase 1A Description - Phase 1A improvements include an improved powerboat ramp and associated ADA-accessible pier, realigning the Neal Smith Trail for greater flood resiliency, parking improvements with lighting (25 trailer /25 standard spaces), two open-air shelters with lighting and electrical service, multiple fishing outcroppings, shoreline shaping and resiliency improvements, stormwater management improvements, native prairie plantings, and native tree and shrub plantings.

   Phase 1B Description - Phase 1B include redeveloped parking with lighting near the Ding Darling Shelter (a portion of parking lot driveway will be a part of Birdland Drive when future phases go forward), a trail connection from the 2nd Ave Bridge to the Neal Smith Trail, an exterior deck around the Ding Darling Shelter, and development of the Ding Darling Destination Playscape. The Ding Darling Destination Playscape is proposed to include a large landmark play structure for ages 5-12, a smaller play pod area for ages 2-5, a splash play plaza, a small pavilion with integrated restroom and concessionaire space, a skating loop for year-round use, a great lawn for community events, stormwater management improvements, improved pathway circulation, native plantings, an artistic park gateway feature, and pedestrian crossing improvements to better connect Birdland Park with Union Park.

**Schedule**

The proposed schedule for the roadway project is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>August 5, 2022</td>
<td>Proposal Due Date</td>
</tr>
<tr>
<td>Week of August 8, 2022</td>
<td>City staff selection of Consultant to enter into negotiations for Professional Services Agreement</td>
</tr>
<tr>
<td>Week of August 15, 2022</td>
<td><em>Project Design Scoping Meeting</em></td>
</tr>
<tr>
<td>September 1, 2022</td>
<td><em>Draft Professional Services Agreement due to City</em></td>
</tr>
<tr>
<td>October 3, 2022</td>
<td><em>Consideration by City Council for Approval of Professional Services Agreement and Authorization to issue Notice to Proceed for Design Phase Services</em></td>
</tr>
<tr>
<td>July 2024</td>
<td><em>100% Design Complete (Hard deadline due to grant requirements)</em></td>
</tr>
</tbody>
</table>
3. **Proposal Submission:** Responses to the RFP must be received electronically by the City of Des Moines as follows:

- **Due Date:** Friday, August 5, 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*

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.

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 Jonathan Bullock, Civil Engineer I, 400 Robert D. Ray Drive, Des Moines, IA  50309, 515-283-4074 or jbullock@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_-_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, 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.
ATTACHMENT 2

ACCEPTANCE OF INSURANCE AND INDEMNIFICATION REQUIREMENTS
AND
CONFLICT OF INTEREST STATEMENT

PROFESSIONAL SERVICES FOR

Birdland Park Phase 1 Improvements

Activity ID 01-2023-002

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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<td>1.</td>
<td>Technical Approach and Scope of Work</td>
<td>(0 – 30)</td>
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<tr>
<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>
<td></td>
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<tr>
<td>2.</td>
<td>Related Technical Experience</td>
<td>(0 – 25)</td>
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<td></td>
<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>3.</td>
<td>Project Staffing and Organization</td>
<td>(0 - 25)</td>
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<td></td>
<td>Qualifications of the project manager and personnel, including anticipated subconsultants, with specialized skills shall be highlighted.</td>
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<tr>
<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>
</tr>
<tr>
<td>5.</td>
<td>Timely Completion of the Project</td>
<td>(0 – 5)</td>
</tr>
<tr>
<td></td>
<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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<tr>
<td></td>
<td>Appropriateness of estimated staff hours and cost in relation to objectives and methodology for project.</td>
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<tr>
<td>7.</td>
<td>Additional Information and Factors</td>
<td>(0 – 5)</td>
</tr>
<tr>
<td>a.</td>
<td>City Experience</td>
<td></td>
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<tr>
<td>b.</td>
<td>Iowa DOT Urban Design Experience</td>
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<tr>
<td>c.</td>
<td>Other related information</td>
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ATTACHMENT 4

SAMPLE SCOPE OF SERVICES

PROFESSIONAL SERVICES FOR

Birdland Park Phase 1 Improvements

Activity ID 01-2023-002

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 Consultant shall provide design and bidding phase services for the project as described in this attachment. The project will be constructed using the current edition of the Statewide Urban Design and Specifications (SUDAS) and possibly include the current edition of IDOT’s “Standard Specifications for Highway and Bridge Construction” as appropriate.

The Consultant shall provide professional services required for the design of Birdland Park Phase 1 Improvements, including design of the following:

Phase 1A Description –
- improved powerboat ramp
- ADA-accessible pier
- realigning the Neal Smith Trail for greater flood resiliency
- parking improvements with lighting (25 trailer /25 standard spaces)
- two open-air shelters with lighting and electrical service
- multiple fishing outcroppings
- shoreline shaping and resiliency improvements
- stormwater management improvements
- native prairie plantings, and native tree and shrub plantings

Phase 1B Description –
- redeveloped parking with lighting near the Ding Darling Shelter
- trail connection from the 2nd Ave Bridge to the Neal Smith Trail
- exterior deck around the Ding Darling Shelter,
- Ding Darling Destination Playscape.
- splash play plaza
- small pavilion with integrated restroom and concessionaire space
- skating loop for year-round use
- a great lawn for community events
- stormwater management improvements
- improved pathway circulation
- native plantings, an artistic park gateway feature
- pedestrian crossing improvements to better connect Birdland Park with Union Park

The full Birdland Park and Marina master plan can be viewed at the following link:
Birdland Park & Marina Master Plan.
The scope of work shall include design phase and bidding phase services detailed below:

1. **PROJECT/CONTRACT MANAGEMENT**

   A. **Monitoring Project Schedule**

      The CONSULTANT shall prepare and submit monthly project status that include schedule updates (1-page) via email, outlining the following activities during the reporting period: activities completed during the prior month, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the CONSULTANT shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the CITY with a desired response date noted to avoid delay of the CONSULTANT’s services.

      The overall project schedule shall be developed based on an anticipated 2024 City of Des Moines letting. The milestones outlined below are anticipated:

      | Milestone                  | Date          |
      |---------------------------|---------------|
      | Notice to Proceed         | October 2022  |
      | Conceptual Design         | Completed     |
      | 30% Design                | March 2023    |
      | 60% Design                | September 2023|
      | Permitting with IDNR/Army Corps | September 2023 - July 2024 |
      | 95% Design                | June 2024     |
      | 100% Design               | July 2024 (Hard deadline) |
      | City of Des Moines Bid Letting | August/September 2024 |
      | Contract award:           | September/October 2024 |
      | Commence Construction:    | Fall 2024     |

      The City is pursuing a Destination Iowa grant for the project improvements. If the grant application is unsuccessful in securing the additional funding, the scope of project to be bid and awarded will be limited to the improvements in Phase 1A. Phase 1B will still need to be completed and ready to bid but may not be on the same schedule as Phase 1A.

   B. **Monitoring Project Scope**

      The CONSULTANT shall identify, schedule, and assign all project tasks, being cognizant of each task’s relation to one another, and coordinate them with all entities associated with the project. The CONSULTANT shall inform the CITY of any additional services requested by the CITY that were not included in the scope of services contract approved by the CITY for this project. It shall be the responsibility of the CONSULTANT to inform the CITY of any potential amendments to the contract before the services are rendered. This notice shall occur prior to any extra services being performed. Only those services included in the Agreement or added by written amendment, executed by both parties, are eligible for compensation.

   C. **Quality Assurance/Quality Control Plan**

      The CONSULTANT shall develop a Quality Assurance/Quality Control Plan, designate staff responsibility for implementation of the Plan, and perform ongoing review of the design plan preparation process for completeness and quality to minimize design errors/omissions and construction conflicts.

   D. **Invoice Processing and Review**

      The CONSULTANT shall create, review and process invoices, not more than monthly, verifying they meet CITY payment requirements and verifying all necessary information required for payment is included. The CONSULTANT shall coordinate with CITY staff, as necessary, answer any questions regarding invoices, and verify the percentage of work complete on the project is consistent with the percentage of work invoiced.
Services provided as part of this task shall include all other general project administration necessary to complete the project.

2. **PROJECT COORDINATION**

A. **Project Review Meetings**

The **CONSULTANT** shall meet with the **CITY**, its designated representative, property owners, utilities, and other interested parties to review progress and to discuss specific elements of the project. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The **CONSULTANT** shall document and distribute minutes for all meetings.

The following meetings are included in the scope of work:

1. Project Kickoff and Scoping
2. Project Walk-Thru (on-site)
3. Utility Site Meetings
4. DMWW Coordination (2-meetings)
5. 30% Design Progress Meeting
6. City Development Services Pre-Application Meeting
7. Public Information Planning
8. Public Information Meeting
9. 60% Design Progress
10. Urban Design Review Board
11. Access Advisory Board
12. Photometric Analysis and Review
13. 95% Design Progress

B. **Utility Coordination and Meetings**

The **CONSULTANT** shall contact Iowa One Call through the Design Request System to obtain locations of underground utilities in the project limits. The **CONSULTANT** shall contact the owners/operators of underground facilities to obtain utility information (type and location) and establish coordinates and elevations, if possible.

The **CONSULTANT** shall conduct meetings with individual utility companies to address specific conflicts. For budgeting purposes, it is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first meeting shall be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems (at approximately 60% design completion) and the second meeting shall be for final design review and coordination meeting (at approximately 90% design completion).

The **CONSULTANT** shall distribute Final Plans to utilities and shall keep a record of all communications and correspondence with each utility company.

C. **Project Permitting**

The **CONSULTANT** shall prepare the following documents for the project:

1. The **CONSULTANT** shall follow and prepare permitting documents for the following:
   a. National Pollutant Discharge Elimination System (NPDES) requirements.
   b. Iowa DNR Applicable Permits
   c. Army Corps of Engineers Applicable Permits
   d. City of Des Moines Flood Plain Permit
   e. Site Plan Process through the City of Des Moines Development Services

Fees for construction permits, licenses, or other costs associated with permits and approvals shall be the responsibility of, and paid by, the **CITY**. The **CONSULTANT** shall provide technical criteria, written
descriptions and design data for the CITY’S use in filing the applications for permits. The CONSULTANT shall prepare the permit applications and other documentation.

D. Public Participation and Involvement

The CONSULTANT shall develop a public participation and involvement plan in consultation with the CITY to be implemented and utilized throughout the project design. The plan shall include public notices and public meetings in accordance with the guidelines and recommendations for COVID-19 at the time of such meetings.

1. Public Information Meeting

The CONSULTANT shall attend and assist in the preparation of one (1) public information meeting (PIM). The meeting is anticipated to be scheduled at the completion of preliminary design (60%). The purpose of the meeting shall be to provide an overview of the proposed improvements and potential impacts to adjacent properties. The CONSULTANT shall gather information from property owners, businesses, and stakeholders regarding project concerns, specific issues, and priorities. The CONSULTANT shall provide the following services:

1. Participation in one (1) pre-planning meeting prior to the public meetings.
2. Preparation of necessary maps, displays, and scroll plots showing the proposed improvements.
3. Preparation of a Project Fact Sheet (for attendees to take).
4. Attendance at, and participation in, one (1) public meeting.

3. SURVEY, DATA COLLECTION, AND SUBSURFACE UTILITY INVESTIGATIONS

A. Topographic Survey

The CONSULTANT shall perform and provide topographic surveys required in developing the design plans, including but not limited to the following:

1. Elevations necessary for design and construction.
2. Gutter, roadway, and terrain elevations necessary for drainage design.
4. Fences, signs, buildings retaining walls, etc.
5. Trees, including tree diameters.
6. Utility appurtenances likely to be impacted by the project.
7. Above-ground sanitary and storm sewer structures.
8. Sanitary and storm sewer invert elevations.

B. Survey Control

The CONSULTANT shall use the following survey control for services under this Agreement:

1) Horizontal Control – Iowa State Plane South Coordinate System
2) Vertical Control – City of Des Moines Vertical Datum
3) U.S. Survey Feet

C. Additional Data Collection

The CITY shall provide existing pavement information to the CONSULTANT, if available.

The CONSULTANT shall collect televising data for existing storm and sanitary sewers in the project limits, except for sanitary sewer service pipes. The CONSULTANT shall submit the televising reports for review by the CITY.

1. Deliverables
   - Storm and Sanitary Sewer Televising Reports, .pdf

D. Utility Surveys

The CONSULTANT shall complete a Design Information Request (DIR) and Design Locate Request (DLR) through the Iowa One Call Design Request System and establish coordinates and elevations (if possible) for
underground utilities in the project limits. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer mains, storm sewer, and in-pavement traffic control equipment.

The CONSULTANT shall include visible field features in the topographic survey, including power poles, pedestals, water valve boxes, water service shut-off valves and utility accesses (manholes) located in the survey limits.

The CONSULTANT shall incorporate field collected utility data into the project base map and identify the appropriate survey quality as Level “A”, Level “B”, Level “C” or Level “D” per CI/ASCE 38-02.

E. Right-of-Way Information

The CONSULTANT shall provide right-of-way information in accordance with the Iowa Code and City of Des Moines standards. The CONSULTANT shall:

1. Research public records in the County Recorder’s Office, subject to COVID-19 limitations, to acquire the current recorded deed(s), subdivision plat(s), recorded survey(s), section corner certificate(s), and other information required to prepare the survey.
2. Reestablish section corners and determine section lines.
3. Perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines.

F. Subsurface Utility Investigations

The CONSULTANT shall use utility mapping and field locates to determine critical crossing locations and potential utility conflicts. The CONSULTANT shall identify the location(s) of hydro-excavations (potholes), stake potholes, and survey the location and depth of existing utilities. Potholing shall be performed by the CITY’s on-call Contractor.

4. DESIGN PHASE SERVICES

A. Design Sheet Criteria

All plan sheets shall include the project Activity ID and Plan File Number. The CITY shall provide the CONSULTANT with a standard border, title sheet, and plan file numbers after the total number of sheets is known. Page numbers may be modified, as necessary, to conform to SUDAS standards.

B. Preliminary Design (30%)

1. Preliminary Plan Preparation

After a review of the conceptual design with the CITY and upon authorization from the CITY, the CONSULTANT shall proceed with development of preliminary design plans. Upon completion, the design plans shall be approximately 30% complete. The submittal of 30% preliminary plans shall be completed on or before the submittal date specified by the CITY.

This task consists of assembling the preliminary plan and section sheets for the proposed improvements. Preliminary plans shall be completed to provide the CITY the detail necessary to evaluate and budget for ultimate project improvement goals and an understanding of property impacts. The following specific design items shall be included:

Title and General Information Sheets (A Sheets)
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Preliminary Typical Cross Sections (B Sheets)
This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical Cross
Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

**Preliminary Playground Plan (B Sheets)**
This task consists of developing preliminary plan layout drawings for the playground area and associated amenities.

**Preliminary Skating Loop Plan (B Sheets)**
This task consists of developing preliminary layout of the skating loop with year-round uses.

**Preliminary Estimate of Quantities (C Sheets)**
This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

**Preliminary Plan and Profiles (D and E Sheets)**
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CAD work to show the preliminary design features for the proposed improvements.

**Preliminary Traffic Control and Staging (J Sheets)**
Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

**Preliminary Signage Plans and Details (K Sheets)**
This task consists of preliminary design and drafting of proposed regulatory and gateway or monument signage improvements. Permanent regulatory signage selection and layout shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

**Preliminary Intersection Geometrics (L Sheets)**
Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plans sheets will be 1”=20’.

**Preliminary Storm Drainage Design (M Sheets)**
Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.

**Preliminary Pavement Markings Plan (N Sheets)**
Develop preliminary pavement markings based on proposed.

**Preliminary Lighting and Electrical Plan (P Sheets)**
Develop preliminary electrical plans for the parking lot in Phase 1A and the Ding Darling Parking Lot.

**Preliminary Shelter Plans (Q Sheets)**
Develop preliminary open-air park shelter plans based on manufactured park shelters.

**Preliminary Removal Plans (R Sheets)**
This item consists of preliminary design and drafting of proposed improvements and removals.
Preliminary Curb Ramp Design (S Sheets)
Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Splashpad and Landscape Sheets (T Sheets)
Develop preliminary layout and grading sheets for the splashpad areas of the project. This will include geometric layout of the splashpad elements.

Detailed Cross Sections (W & X Sheets)
This task consists of design and drafting associated with the assembly of detailed cross sections (25’ increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

2. Preliminary Construction Staging Plan
The CONSULTANT shall develop preliminary traffic control layouts (strip maps) to indicate how the project shall generally be constructed and how traffic shall be maintained during construction. The construction staging plan shall take into consideration all elements of construction including roadway, storm sewer, water main and sanitary sewer improvements, as well as property access and private utility relocations. The CONSULTANT’s staging plan shall maintain through traffic along Saylor Road and Birdland Drive during construction. Upon acceptance by the CITY, the concepts developed in preliminary plans shall serve as the basis for preparing the final traffic control plan in final design.

3. Budget Review
The CONSULTANT shall prepare a preliminary opinion of probable construction cost for the project. The preliminary cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs shall not be developed for the preliminary cost estimate.

4. Preliminary Design Exhibits
The preliminary design exhibits shall be used to develop consensus of preliminary design prior to the development of the detailed preliminary plan sheets. The CONSULTANT shall prepare a preliminary design exhibit that consists of full-size scroll plot(s) with the major project features shown on the aerial photograph including coloring, lettering, and other techniques to delineate the proposed design concepts and right-of-way needs and typical section elements of the roadway. The figure shall indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new storm sewer improvements.

5. 30% Design Review Meeting
A meeting shall be held with the CITY of Des Moines Project Manager to discuss key issues, design concepts, access control and traffic control/stage construction.

6. Deliverables
- Preliminary Design Exhibits, Scroll Plot(s), .pdf
- Electronic set of Preliminary (30%) plans, .pdf
- Opinion of Probable Cost (30%), .xlsx and .pdf
- 30% Design Review Meeting Notes, pdf
- Electronic copy of conceptual design comments and how each comment was addressed

C. Geotechnical Soil Borings and Environmental Analysis
The CONSULTANT shall provide subsurface geotechnical exploration based on existing alignment of the roadway. This task includes mobilization of truck and all terrain drilling equipment, traffic control, utility locations (Iowa One Call), drill and sample 5 borings 5-10 feet deep of the proposed project
improvements, laboratory testing, engineering analysis and written report. Engineering analysis shall include subsurface drainage, subgrade preparation, and pavement design.

The costs for all permits, utility locates, traffic control, lane closures, and flaggers shall be paid by the CONSULTANT.

1. Deliverables
   • Geotechnical Report

D. Preliminary Plans (60%)

1. Preliminary Plan Preparation

After CITY review of the 30% preliminary design plans and upon authorization from the CITY, the CONSULTANT shall proceed with the development of design plans which shall be approximately 60% complete. Submittal of preliminary plans shall be completed on or before the date specified for the 60% plan submittal in the 2024 2-Week Bid Schedule for City Let Public Improvement Projects, which shall be provided to the CONSULTANT following selection of a bid date by the CITY.

Preliminary plans shall be completed to provide the CITY the detail necessary to evaluate and budget for ultimate project improvement goals and an understanding of property impacts. The criteria to be addressed shall include items listed on the Preliminary Plans (60%) Checklist provided by the CITY. The following specific design items are to be included:

1. Preliminary Title Sheets (A Sheets)
2. Preliminary Typical Cross Sections and Details (B Sheets)
3. Preliminary Playground Plan and Details (B Sheets)
4. Preliminary Skating Loop Details (B Sheets)
5. Preliminary Plan and Profiles (D and E Sheets)
6. Right-of-Way (H Sheets)
7. Preliminary Traffic Control and Staging (J Sheets)
8. Preliminary Signage Plans and Details (K Sheets)
9. Preliminary Storm Sewer (M Sheets)
10. Preliminary Pavement Marking Layout (N Sheets)
11. Preliminary Lighting and Electrical Plans (P Sheets)
12. Preliminary Shelter Plans (Q Sheets)
13. Preliminary Removals (R Sheets)
14. Preliminary Sidewalk Layout and Curb Ramp Design, except tabulations (S Sheets)
15. Preliminary Splashpad and Landscape Plans (T Sheets)
16. Preliminary Sideroad Cross Sections (W Sheets)
17. Preliminary Roadway and Parking Cross Sections (X Sheets)

2. Budget Review

The CONSULTANT shall prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City’s current project budget. The CONSULTANT shall make recommendations pertaining to modifications in the project to address budgetary concerns. Preliminary cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs shall not be developed for the preliminary cost estimate.

3. 60% Design Review Meeting

The CONSULTANT shall schedule a meeting with the CITY to discuss key issues, design concepts, access control, traffic control/stage construction, and right-of-way. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impacts, and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

4. Deliverables

1. Electronic set of Preliminary (60%) plans, .pdf
2. Opinion of Probable Cost (60%), .xlsx and .pdf
3. Electronic copy of 30% design comments and how each comment was addressed
E. Quality Control

The CONSULTANT shall involve ongoing quality control input from the Project Team and the design engineer’s senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the CITY.

The CONSULTANT shall review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

F. PARKING LOT LIGHTING PHOTOMETRIC DESIGN

The project may require shifting existing utility/light poles to reduce impacts to adjacent properties. The CONSULTANT shall perform a photometric analysis and prepare a lighting layout for the parking lots as required, to ensure that adequate lighting is provided. The design shall meet CITY lighting design standards.

One (1) possible meeting with MidAmerican Energy is assumed. The work item includes preliminary and final design submittals to the CITY for approval.

1. Deliverables
   1. Output of photometric analyses, .pdf
   2. Proposed lighting layout (displayed in P Sheets), .pdf

G. Check Plans (95% Design)

After CITY review of the 60% Preliminary Design Plans and upon authorization from the CITY, the CONSULTANT shall proceed with development of 95% design plans. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the 95% Plans. The submittal of 95% plans shall be completed on or before the date specified for 95% plan submittal in the 2024 2-Week Bid Schedule for City Let Public Improvement Projects, which shall be provided to the CONSULTANT following selection of a bid date by the CITY.

Check plans shall be completed in preparation of the letting. The criteria to be addressed shall include items listed on the City’s Check Plans (95%) Checklist. The check plan set shall be biddable with only minor changes expected after this submittal. The following specific design items are to be included:

1. Title Sheets (A Sheets)
2. Typical Cross Sections and Details (B Sheets)
3. Playground Plan and Details (B Sheets)
4. Skating Loop Details (B Sheets)
5. Plan and Profiles (D and E Sheets)
6. Right-of-Way (H Sheets)
7. Traffic Control and Staging (J Sheets)
8. Signage Plans and Details (K Sheets)
9. Storm Sewer (M Sheets)
10. Pavement Marking Layout (N Sheets)
11. Lighting and Electrical Plans (P Sheets)
12. Shelter Plans (Q Sheets)
13. Removals (R Sheets)
14. Sidewalk Layout and Curb Ramp Design, except tabulations (S Sheets)
15. Splashpad and Landscape Plans (T Sheets)
16. Sideroad Cross Sections (W Sheets)
17. Roadway and Parking Cross Sections (X Sheets)

1. Incorporate Comments from Preliminary Plan Review

The CONSULTANT shall respond to comments resulting from CITY Preliminary Plan (60%) Review and Field Exam. Recommended modifications shall be incorporated into the plan set.

The CONSULTANT shall submit any draft special provisions for the project.

3. Opinion of Probable Construction Cost

The CONSULTANT shall prepare an opinion of probable construction cost for the projects. The cost estimate shall be based on representative major project elements and recent bid information. The CONSULTANT shall budget and review bid items and quantities for the project.

4. 95% Design Review Meeting

A meeting shall be held with the CITY of Des Moines Project Manager to discuss final design issues, submittals and bidding and construction schedules. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

5. Deliverables

1. Electronic set of Check Plans (95%), .pdf
2. Electronic copy of City 60% design comments and how each comment was addressed
3. Opinion of Probable Construction Costs, .xlsx
4. Draft Special Provisions, .docx
5. Check Plans (95%) Checklist, .pdf

H. Final Plans and Contract Form

After CITY's review of the 95% Preliminary Design Plans and upon authorization from the CITY, the CONSULTANT shall proceed with the development of final plans for the project. Upon completion, the design plans shall be Final. Submittal of final plans to the CITY shall be completed at least 14-calendar days prior to the date specified for the Contract Form submittal in the 2024 2-Week Bid Schedule for City Let Public Improvement Projects, which shall be provided to the CONSULTANT following selection of a bid date by the CITY.

1. Incorporate Comments from Check Plan Review

The CONSULTANT shall respond to comments resulting from the 95% Plan Review. Recommended modifications shall be incorporated into the final plan set.

2. Final Special Provisions

The CONSULTANT shall submit final special provisions incorporating any comments resulting from the Check Plan Review.

3. Opinion of Probable Construction Cost

The CONSULTANT shall prepare an opinion of probable construction cost for the project. The final cost opinion shall include all project elements. The published cost opinion should be rounded to the nearest $1,000.

4. Deliverables

1. Final Plans, .pdf format
2. Signed, sealed, and dated cover sheet, hardcopy
3. Final quantities and cost estimate, .xlsx
4. Special Provisions, .docx
5. All CADD drawings, .dgn
6. Approved permits

6. BIDDING PHASE SERVICES

The project shall be bid by the CITY. The work tasks to be performed or coordinated by the CONSULTANT during the bidding phase are based upon one bid letting and shall include the following:
A. Plan Clarification and Addenda

The CONSULTANT shall assist the CITY during the bid period in answering questions regarding the design intent. The CONSULTANT shall address questions presented by the CITY and prepare any necessary addenda for distribution by the CITY.

7. SCHEDULE

A. Project Schedule

The following schedule is preliminary and subject to change:

- Notice to Proceed: October 2022
- Conceptual Design: Completed
- 30% Design: March 2023
- 60% Design: September 2023
- Permitting with IDNR/Army Corps: September 2023 - July 2024
- 95% Design: June 2024
- 100% Design: July 2024 (The 100% design timeline must remain unchanged should the City be awarded a Destination Iowa Grant)
- City of Des Moines Bid Letting: August/September 2024
- Contract award: September/October 2024
- Commence Construction: Fall 2024

Tasks 8 and 9 (Potential Additional Scope of Services – will not be included in the initial Professional Services Agreement).

Consultant is not to provide estimated hours and costs for Tasks 8 and 9 (Construction Phase/Inspection Services) as part of the proposal but should demonstrate how the Consultant proposes to staff and complete the tasks associated with construction phase services if the City ultimately determines those services will be needed.

TASK 8 - Construction Administration Services:

The Consultant shall provide construction administration services for the project. The items described below are the major tasks to complete the construction administration services and are not intended to include all items of work required. The Consultant will be responsible to complete all construction administration work necessary to ensure the project is constructed in accordance with the approved plans and specifications.

8.1 Pre-construction Conference: The Consultant shall conduct a pre-construction conference with the Contractor, City, utility companies, affected entities and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule. Meeting minutes shall be prepared and distributed by Consultant.

8.2 Shop Drawing Review: The Consultant shall review the Contractor's shop drawings and other required submittals for compliance with the Contract Documents.

8.3 Design Interpretation Questions: The Consultant shall answer design interpretation questions from the City, contractor, construction observer, utilities, property owners and review agencies.

8.4 Contractor Payment Requests: The Consultant shall prepare progress payment applications based upon its review of construction progress by on-site observation and make a recommendation to the City for payment of the appropriate amount for work completed since the last payment application. Payment applications shall be in a format approved by the City. Prior to preparing a payment, the Consultant shall review all material testing and certifications on the project and only recommend payment for items that have acceptable material documentation on file.
8.5 **Extra Work and Change Orders:** The Consultant shall review and provide recommendations for extra work requests or changes in the scope of work. Prior to starting extra work, negotiate and prepare change orders for approval by the City.

8.6 **Minor Plan Modifications:** The Consultant shall provide minor design modifications as required during construction. It is anticipated this would include items such as adjustments to fit changed field conditions, changes in staging, and modifications to the storm sewer to avoid utilities, etc.

8.7 **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.

8.8 **Waiver of Provisions:** 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.

8.9 **Periodic Site Observation:** The Consultant’s Engineer and/or Landscape Architect shall make periodic visits to the construction site at intervals appropriate to the stage of construction to (a) observe the progress, (b) review the quality of the work, and (c) determine if the construction work conforms to the drawings and specifications in the construction contract.

8.10 **Materials Certifications and Testing:** The Consultant shall review and verify that all materials incorporated into the project have the required certifications, tests and/or approvals, and that said materials conform to the requirements of Contract Documents. The Consultant shall coordinate and review all testing, including the testing services provided by the City or independent testing laboratories.

8.11 **Construction Progress Meetings:** The Consultant shall coordinate and conduct construction progress meetings with the contractor, inspector, utility companies, City, business owners, and other interested parties, and distribute minutes no later than 3 working days after the meeting. The meetings shall be held weekly, or as otherwise mutually agreed upon.

8.12 **Coordination with Public, Businesses, and Property Owners:** The Consultant shall provide frequent and timely communication with adjacent property owners, tenants, business organizations, and neighborhood groups on the project status, schedule, and impacts to individual properties. Communication shall be delivered in multiple formats as required to effectively disseminate information, including an internet website (using the City’s or a project specific website), email, flyers, mailings, and personal contact.

8.13 **Coordination of related work:** The Consultant shall coordinate related construction work within the project limits, such as abutting site improvements, and work by utility companies and their contractors.

8.14 **Final Inspection and Punch List; Final Acceptance:** The Consultant shall complete a final inspection and prepare a punch list of uncompleted items. On the basis of such inspection, the Consultant shall determine if the project is substantially complete in accordance with 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.
As-built Plans: After the construction work has been completed, the Consultant shall provide three sets of as-built plans for the project. As-built plans shall be prepared by the Consultant as per the requirements of the Section 2.72 of the Iowa Department of Transportation Construction Manual. The as-built plan shall be submitted in both hard copy and electronic formats, meeting the requirements of the City.

Project Close-out: At the end of the project, the Consultant shall review the inspection, testing and material documentation to ensure compliance with City acceptance requirements. The Consultant’s Engineer and/or Landscape Architect registered in the State of Iowa shall certify that the project has been completed in accordance with the contract documents. The Consultant shall also complete all paperwork required for final acceptance by the City, and shall provide the City with all original construction related documentation at completion of the project.

TASK 9 - Construction Observation Services:

After award of the construction contract the Consultant shall provide construction observation services. Inspection staff provided by the Consultant shall have the required certifications, as necessary, for the type of observation work being performed. The items described below are the major tasks to complete the construction observation services and are not intended to include all items of work required. The Consultant will be responsible to complete all construction observation work necessary to ensure the project is constructed in accordance with the approved plans and specifications.

Onsite Observation: The Consultant shall provide an onsite inspector for the project to ascertain the progress and quality of work, to determine if the work is being performed in accordance with the contract documents, and to document construction activities in a daily observation report, bid item logs, reports, and other forms as required to provide a complete and thorough record of the construction activities. The inspector shall conduct required on-site sampling and testing except as noted in Section 4.02 below, make measurements of completed work in accordance with the method of measurement requirements of the contract documents, and record said measurements on a daily basis. The inspector shall verify that all materials incorporated into the project have required certifications, tests and/or approvals, and that said materials conform to the requirements of contract documents. The inspector shall prepare the daily observation report to be submitted daily to the City. The daily observation report shall include, controlling operation of work, record of work completed, contractors or subcontractors onsite, quantities of construction completed that day, quantities of construction completed to date, and weather. Construction observation services do not include responsibility for the contractor’s construction means, controls, techniques, sequences, procedures, and safety, unless said items are required of the contractor in the contract documents.

Sampling and Testing Coordination: The Consultant shall be responsible for having personnel (whether Consultant staff or subconsultant) perform on-site concrete testing and sampling (i.e. concrete air content and slump testing, taking temperature, taking concrete samples (i.e. cylinders, beams)) who are trained and certified to perform observation and testing in the State of Iowa. The City will provide on-site testing services for soil density testing of compacted subgrades and trench construction, plant monitoring of the concrete plant, and compression strength testing (cylinders) or flexural strength testing (beams) for pavement. The Consultant shall coordinate on-site sampling and testing by the City, review the test results, and verify that said test results conform to the requirements of contract documents.

NPDES Inspection: The Consultant shall provide all required inspection and reporting to comply with NPDES requirements.
4.4 DING DARLING & DESTINATION PLAY

The Master Plan proposes enhancing the rental use experience of the Ding Darling Shelter with a dedicated event lawn and lagoon plaza. The surrounding area is improved with a destination play zone and great lawn. A lagoon-side deck is proposed as an improvement to Ding Darling to enhance its connection with the water. In addition, a small event lawn is proposed to the west of the building. A great lawn will flank the building to the east and provide a flexible space for day use or events. The parking lot and dropoff has been redesigned to accommodate the Birdland Drive relocation and enhance the entry.

A destination play zone is proposed to extend from the great lawn southeast to the River Gateway. The design will promote extended use for families and create recreational opportunities for all ages.

A splash play plaza forms a central destination overlooking the water. It sits adjacent to recreational terraces and is flanked by a proposed park building that is planned to include restrooms and accommodate a concessionaire.

A destination playground with strong vertical elements creates a landmark and unique structure with primary features for 5-12 years old.

A play pod structure incorporating unique landforms is designed for smaller children from 2-5 years old. The playpod is surrounded by a skating ribbon. The skate ribbon surface is planned to have an integral cooling system so it can be operated in the winter months and continue the skating tradition that once took place on the lagoon. In the summer months, inline skating or scooters can be used on the ribbon. A rental program could be accommodated within the adjacent park shelter.
ATTACHMENT 5

AVAILABLE CITY DATA

PROFESSIONAL SERVICES FOR
Birdland Park Phase 1 Improvements
Activity ID 01-2023-002

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

Birdland Park & Marina Master Plan