

REQUEST FOR QUOTE



ISSUE DATE: December 23, 2013

CONTACT: Jon Dienst

PHONE NO: 563-589-4270

FAX NO: 563-589-4205

EMAIL: jdienst@cityofdubuque.org

SUBMIT PROPOSAL/OFFER PRIOR TO:

CLOSING DATE: January 17, 2014

CLOSING TIME: 2:00 P.M. (local time)

SUBMIT TO:

SEE Section 8.0

FAX/EMAIL NOT ACCEPTED

DESCRIPTION:

Provide Topographic Survey, Design and Construction Services
for the SRF Green Alley Project - Year 2

RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

- If you are considering a response to this Request, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this Request for Quote.

NO RESPONSE REPLY

- If you do not want to respond to this Request for Quote at this time, please mark the box to the left, fill in the information below and return this sheet only.

COMPANY NAME:

DATE:

MAILING ADDRESS:

CITY/STATE:

ZIP CODE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE OF AUTHORIZED REPRESENTATIVE:

EMAIL:

PHONE:



CITY OF DUBUQUE ENGINEERING DEPARTMENT

REQUEST FOR QUOTE

SRF Green Alley Project - Year 2

City of Dubuque, Iowa

January 2014

ORGANIZATION

SRF Green Alley Project - Year 2

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Consultant Professional Services Request for Quote

January 2014

1.0 INTRODUCTION

The City of Dubuque, Iowa is soliciting competitive proposals/quotes from qualified consultants to provide engineering design and construction services for the City's SRF Green Alley Project -Year 2. A separate proposal fee will need to be submitted for each group of alleys in year 2. None of the alleys below except those noted contain City utilities. Below is a listing of the alleys in each group that the City is requesting proposals for:

Alley Bid Set 1

<i>Parallel Bounding Streets</i>	<i>Beginning Point of Alley Reconstruction</i>	<i>End Point of Alley Reconstruction</i>	<i>Approximate Previous Pavement Square Footage</i>
Francis St and Valeria St	Kaufmann Ave	W 23rd St	7920
Kaufmann Ave and W 23rd St	Francis St	Valeria St	2640
Ventura Dr and Broadway St	Pleasant View Dr	Putnam St	10800
Fulton St and Kane St	King St	Monroe St	8000
Ashton PI and Avoca St	Decorah St	Delaware St	4320
* Jackson St and Washington St	E 25th St	E 26th St	13920
		TOTAL SQ FOOTAGE	47,600

*This alley contains watermain and sanitary sewer main that needs to be designed and replaced

Alley Bid Set 2

<i>Parallel Bounding Streets</i>	<i>Beginning Point of Alley Reconstruction</i>	<i>End Point of Alley Reconstruction</i>	<i>Approximate Pervious Pavement Square Footage</i>
Lowell St and Clarke Dr.	Paul St.	Foye St.	8080
Lowell St and Clarke Dr.	Foye St.	Schroeder St.	4160
Schroeder St and Harold St	Clarke Dr.	Lowell St.	6480
W 17th St and Angella St.	Cox St.	Catherine St.	11680
W 11th St and Chestnut St.	Prairie St.	Walnut St.	3600
Mt. Pleasant St and Wood St.	Loras Blvd	Park St	15200
University Ave and Delhi	University Ave.	N. Grandview Ave.	6400
Green St. and N Grandview Ave.	Avoca St	N Algona St	4960
		TOTAL SQ FOOTAGE	60,560

Alley Bid Set 3

<i>Parallel Bounding Streets</i>	<i>Beginning Point of Alley Reconstruction</i>	<i>End Point of Alley Reconstruction</i>	<i>Approximate Pervious Pavement Square Footage</i>
Adair St and N Grandview Ave	Loras Blvd	Fillmore St	4400
Adair St and N Grandview Ave	Fillmore St	Decorah St	4320
Adair St and N Grandview Ave	Decorah St	Delaware St	6320
**N Grandview Ave and Atlantic St.	Custer St	Loras Blvd	6960
N Grandview Ave and Atlantic St.	Loras Blvd	Fillmore St	4400
N Grandview Ave and Atlantic St.	Fillmore St	Decorah St	4320
N Grandview Ave and Atlantic St.	Decorah St	Delaware St	4320
Asbury Rd and Finley St	Poplar Street	Bunker Hill Road	7120
		TOTAL SQ FOOTAGE	42,160

** This alley contains a sanitary sewer main that needs to be designed and replaced

Green Alley Program Background

Since 2009, the City of Dubuque has had an aggressive Green Alley Project. The City has constructed eight green alleys to date. Green alleys are alleys that have permeable pavement surfaces. Most of the existing alleys use interlocking concrete pavers as the paving surface. The City has recently received notice that it can use \$9.4 million in SRF funds to reconstruct approximately 73 alleys over a three year period.

This Request is for the survey, design, construction services and construction documents for the second year alleys identified in exhibit 1 in Appendix E. The respondent will need to submit a fee proposal for each group of alleys. The alleys will be reconstructed using interlocking concrete or brick pavers that are similar to what have already been used on previous Green Alleys projects. A sample plan is attached as exhibit 2 in Appendix E that depicts what the finished plans and specifications are expected to generally look like.

The anticipated timeframe to design the improvements is approximately three months, following the signing of a professional services agreement/contract. The selected consultant will be expected to complete the contracted scope of work within the specified timeframe, under the general direction and coordination of the City's Engineering Department, as authorized by the City Council. The City's goal is to initiate the public bidding process for the alley reconstruction projects in early June 2014.

2.0 PROJECT OBJECTIVES

The objectives of the project are to:

1. Have bid packages ready for the year 2 alleys as soon as possible.
2. Perform Topographic survey of the alleys as shown in exhibit 1 of Appendix E.
3. Design the improvements based on the information provided in the Request for Quote.
4. Coordinate with other utility providers. There are water, sewer, electric, phone, gas and cable providers in the vicinity of these alleys.
5. Obtain all required permits and approvals from the DNR and the City of Dubuque.
6. Prepare storm water SWPPP plans and obtain permits if necessary.
7. Prepare bid documents (plans and specifications) for the construction of the improvements outlined herein. The construction documents should be assembled accordingly. All plans and specifications will be prepared based on SUDAS specifications and design standards and include the City's special provisions and general notes. These will be supplied to the consultant.

8. Submit plans to the IDNR SRF office for review and make corrections as necessary.
9. Provide the construction staking and construction inspection.
10. Provide construction administration services, including processing pay requests, shop drawings, change orders, answering contractor questions, and resolving disputes.
11. All pay requests shall use the City of Dubuque SUDAS payment forms. The electronic form will be supplied to the consultant for use.
12. Provide construction as-builts after work is complete.
13. Plan on weekly coordination with City staff on the project.

3.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. The City is approximately 30 square miles in area, with a population of approximately 60,000 people. The City's annual operating and capital budget is over \$100 million and funds a full range of services. The City's web site is www.cityofdubuque.org.

The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education and employment center for the tri-state area. Tourism continues to be a major economic force in the community.

City government works in collaboration with the private sector to promote economic development.

4.0 PROJECT SCOPE OF SERVICES

Although the scope of services or the project plans may be divided, truncated, phased, or expanded at the sole discretion of the City of Dubuque, the proposal shall outline the means and methods by which the consultant will provide the scope of services identified herein. **The consultant will prepare a separate proposal fee for each of the bid sets identified in Section 1.0. The City may award one or more alley sets to a responding consultant.**

4.1 Project Management

The consultant shall identify one person to serve as the Project Manager for this project. The Project Manager shall be the primary point of contact for the

exchange of all information between the city and consultant team. The Project Manager will be required to perform the following:

- 4.1.1 Review all existing City Documents, Existing and Proposed Plans for the green alleys proposed in year 2. Identify additional needed information to complete the design.
- 4.1.2 Prepare and submit to the Owner a bulleted progress report for the project design on a monthly basis. The summary shall contain a list of major events and accomplishments that occurred over the previous four weeks;
- 4.1.3 Provide topographic survey of the proposed year 2 alleys.
- 4.1.4 Oversee the design of the alley improvements.
- 4.1.5 Work closely with all permitting authorities and the City to obtain all necessary permit coverage prior to issuing project documents for bidding.
- 4.1.6 Secure contact of and communication with property owners, public agencies, and other parties of interest in person and through written correspondence necessary to complete the requirements of this project.

Utility companies must be contacted early in the project. All existing utilities shall be located and included in all surveys and/or resultant plans. Copies of topographic survey base sheets shall then be provided to all utility companies serving the project area for their review. Electronic files or disk copies of the base sheets shall also be made available. Utility facilities and infrastructure shall then be incorporated into all project plans.

- 4.1.7 Coordinate with the SRF Coordinator of the Iowa DNR to make sure bid documents have all of the necessary SRF front ends as shown in the example plans in Appendix E.

4.2 Engineering Analysis

4.2.1 Site Characterization – Data Collection

The consultant will provide all topographic survey work to complete the design of the improvements. The ground control and elevations are to be referenced to the City's existing geographical information system; All surveys shall be tied to NAD 1983 State Plain Iowa North FIPS 1401 (feet). It will be the consultant's responsibility to field-locate structures, utilities, and easement limits etc., to establish and protect limits of disturbance zones during construction. The survey should include all adjacent features in the alley and extend 20 feet from the edge of the existing alley pavement.

4.2.1.1 Environmental inspections

The consultant shall obtain and review all environmental reports that have been completed in the area of the proposed alleys and provide or obtain environmental services to perform additional investigations as needed to make determinations as to the existing soil conditions and how the conditions impact the design and construction of the proposed improvements.

4.2.1.2 Additional Relevant Data

The consultant will be responsible for collecting any additional data that is necessary for the design, construction, and maintenance of the proposed improvements.

4.3 Design

The design of the improvements shall at a minimum address/include the following: This is required for each set of alley plans.

- Existing conditions Plan for the corridor;
- SWPPP and Erosion & Sediment Control Plan;
- Plan and Profile Drawings;
- Traffic Control / Detour Route;
- Construction Details;
- Specifications;
- Agency Coordination;
- Permit Applications;
- Construction Cost Estimates

An example of what the plan set should look like is provided in Exhibit 2, Appendix E. All plan development shall follow the City's SUDAS format (Statewide Urban Design and Specification).

4.3.1 Conceptual Design with Cost Estimate

The purpose of the conceptual (50%) design is to ensure that the City concurs with the proposed functional details and the proposed improvements. Multiple meetings with the City Engineer and other city officials may be necessary prior to the City's approval of the conceptual plan.

4.3.2 Preliminary Design with Cost Estimate

The purpose of the preliminary (75%) design is to ensure that the City concurs with the proposed functional details; the proposed improvements; and the preliminary technical specifications.

4.3.3 Final Design and Construction Documents with Cost Estimate

The final design tasks/deliverables shall at a minimum consist of:

- Final Construction Documents
- Final Plans, Specifications and Cost Estimate
- Permits
- Presentation to City Staff

The Consultant shall be required to complete all of the specifications required to complete the bid documents. The detailed specifications shall include, but not be limited to, cover in sufficient detail the type and quality of materials, required tests and guarantees, methods of construction unrelated to OSHA requirements, sequence of construction, and all other information required for the construction of the project.

Consultant shall provide a set of reproducible paper and electronic (ACAD) and (.PDF) construction plans and specifications signed by a Professional Engineer licensed in the State of Iowa.

The plans shall include a minimum of three indivisible control points to establish horizontal and vertical control for the project. The points must be tied into the City's GIS and must have at least three ties to identify their location in the field.

- The Consultant shall incorporate all addenda and related design and specification changes and updates into a final construction set for distribution.

4.4 Bidding & Contract Award

During the Bidding and Award process the Consultant will be responsible for:

- Answering contractor questions
- Issuing Addenda
- Recommendation of award
- Construction plans & Specifications that include all addenda

4.5 Construction Services

The City requests construction services including inspection, testing, as-built surveys and construction staking. The testing will include nuclear density, slump, air and gradations. All testing shall be done by Iowa DOT certified inspectors. The consultant will be responsible for preparing all

partial payment requests, change orders, answer contractor questions and resolve disputes.

5.0 CITY RESOURCES

5.1 Use of City Resources for the Quote Preparation

All information requests shall be directed to the City's representative as detailed in Section 7.0 of this request for quote.

5.2 Material Available for the Request

See Appendix E.

5.3 City Resources Available to the Selected Vendor

The City will make DAGIS (Dubuque Area Geographical Information System) data (contours, property lines, property ownership, storm & sanitary sewer systems and aerial photography) available for this project as well as staff contact/resources persons in the Information Services Department and Engineering Department.

6.0 INFORMATION TO BE INCLUDED IN PROPOSAL

The submitted proposal should address all aspects of the required work discussed in this Request, including any cost information which should be included in the submittal and clearly titled "Project Cost Estimate". The proposal should be prepared simply and economically, providing a straight-forward, concise description of the consultant's capabilities to satisfy the requirements of the Request for Quote.

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

6.1 Letter of Transmittal

Provide a letter of transmittal briefly outlining the Proposer's understanding of the work and list the project manager's name, address, telephone number, fax number and e-mail address. The name that is provided for the project manager will be used as the primary contact during this Request process.

6.2 Index

Each proposal shall contain a table of contents that delineates each section contained in the proposal and the corresponding page number.

6.3 Profile of Firm

Provide general background information about the firm and its areas of expertise as they relate to this Request. Include information about the key project team members who will be assigned to the project and their areas of expertise that will be utilized on the project. Include a flow chart that shows the communication path between the city and key project team members. Include all project team members on the flow chart and show the supervisory relationship between all members of the team.

6.4 Proposed Project Team Qualifications

Describe the experience and success of the Firm and key personnel proposed for the Dubuque project, in performing similar projects. Specifically include any experience and success the firm or key personnel have in working on previous pavement design. Include any innovative designs or applications.

Include at least 3 client references (including individual contact name and telephone numbers) from similar projects that have been completed in the last five (5) years AND the list the names of project team members proposed for the Dubuque project who have worked on the referenced projects.

Describe the name and location of other sub-contracting firms that would be used by the Consultant during the project. List the approximate percentage of the work that would be performed by each of these firms. Briefly describe any relevant experience and qualifications of the sub-contracting firm.

6.5 Scope of Services

Describe the means or strategy by which the Consultant would satisfy the Scope of Services. Include a copy of the sub consultants completed Work Breakdown Structure (WBS) for the project (See Appendix E), and clearly mark the services which your firm will provide as main consultant. Only mark services that are included in your proposed fee. At a minimum, the submitted WBS should include the services required by the Request. The Consultant should indicate in the WBS any work items that are expected to be completed by City staff.

6.6 Proposed Project Schedule

Provide a design/construction project schedule outlining the time period and estimated completion date of the proposed scope of work. This should include a schedule and description of all deliverable reports/documents throughout the

project. The construction documents for the first phase of the project should be ready to initiate public bidding in June of 2014.

6.7 Certificate of Insurance

The selected firm will be required to meet the City's insurance requirements for professional services. (See attached Insurance Schedule C/Appendix C.)

6.8 Sustainable Dubuque Initiatives

In 2006, the Mayor and City Council identified Sustainability and Green City designation as a top priority. Since then, the city has been working on numerous projects to help implement this priority as listed on the website <http://www.sustainabledubuque.org>. The selected firm shall follow the Vision Statement and twelve sustainable principles on this City of Dubuque project. Hard copy can be provided upon request.

6.9 Federal Consent Decree

All potential contractors and consultants to the City of Dubuque (City) that perform work that may apply to or impact the city's sanitary sewer collection system shall sign the "Certification by contractor or consultant" The Consent Decree is available online (<http://www.cityofdubuque.org/consentdecree>) or a hardcopy can be provided upon request. You are required to review the Consent Decree and comply fully with its terms and conditions

6.10 Fees and Compensation

Provide a fixed fee budget for completion of the proposed scope of services with cost breakdowns by major scope element; Topographic Survey, Design, Permitting, bidding & award, construction services. Also include a rate structure. The Consultant will be progressively paid for the earned value of progress made for each major scope element completed, plus reimbursable expenses, subject to the agreed upon Not-to-Exceed amount as written in the signed contract. Invoices shall be paid on a monthly basis.

Quotation of fees and compensation shall remain firm for a period of at least 60 days from the Request for Quote submission deadline.

7.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, or other technical questions, please submit your requests to the City's designated representative. The City has used considerable efforts to ensure an accurate representation of information in this Request

for Quote. Each Proposer is urged to conduct its own investigations into the material facts provided.

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

Any questions concerning this proposal must be received on or before 12:00 p.m. (local time) on January 15, 2014. Any inquiries received after this date will not be answered. When submitting a question to the City's representative, please include the appropriate Consultant contact information.

From the date of issuance of the Request for Quote until final City action, the Proposer shall not discuss the Request for Quote with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City representative identified in this section (Section 7.0) for this proposal. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Proposer's proposal.

Contact information is as follows:

Join Dienst, P.E.	
City of Dubuque	
Engineering Department	Phone 563.589.4270
50 West 13th Street	Fax: 563.589.4205
Dubuque, IA 52001	E-mail: jdienst@cityofdubuque.org

8.0 SUBMISSION REQUIREMENTS

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

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: January 17, 2014 on or before 2:00 p.m. (Local Time)
- Submittal
Mailing Address: City of Dubuque
Engineering Department
c/o Jon Dienst, P.E.
50 West 13th Street
Dubuque, Iowa 52001-4864
- Submittal Copies: **Proposal:** Seven (7) hardcopies and one electronic (.pdf) copy shall be provided.

Fees: One (1) hardcopy and one electronic (.pdf) copy shall be provided (under separate cover). On the fee sheet you will list the fee for each alley set (3).

Submit one (1) original signed proposal and six (6) copies all labeled **SRF Green Alley Project - Year 2**. Submitted proposals must be delivered in printed format. In addition, supply one (1) electronic version of the proposal in Adobe Acrobat format. No faxed or e-mail proposals will be accepted. The proposal must be a document of not more than twenty (20) numbered 8-1/2 x 11-inch pages, not including the letter of transmittal, index, project schedule, dividers and the front and back covers. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 20 numbered pages may not be considered.**

The original proposal document shall be signed in blue ink by an officer of the company who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than sixty (60) calendar days from the proposal closing date is required.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered, and will be returned unopened to the Proposer. The City of Dubuque will not be responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any cost incurred by any Consultant prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by the firms in responding to this Request for Quote and those not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Thank you for your consideration and interest in the project.

Sincerely,

Jon Dienst, P.E.
Civil Engineer II
City of Dubuque

SRF Green Alley Project - Year 2

Consultant Professional Services Request for Quote

January 2014

Appendix A

Consultant Evaluation and Selection Process

INITIAL EVALUATION CRITERIA

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

1. The proposed project team's level of professional competence and a proven track record in:
 - ❑ Designing alley and street projects in a municipal environment;
 - ❑ Applying sustainability principles to design;
 - ❑ Applying for and obtaining the permits that will be required for this project;
 - ❑ Staying within the proposal budget;
 - ❑ Working on municipal capital improvement projects in Iowa
 - ❑ Innovative pervious pavement design
2. The proposed project team's experience working together on similar projects.
3. The quality of the proposal based on the:
 - ❑ Demonstrated understanding of the City's overall objectives;
 - ❑ Design approach/methodology in completing scope of service;
 - ❑ Level of interest;
 - ❑ Knowledge of the project site;
 - ❑ Proposed schedule;
 - ❑ Creativity and problem solving ability;
 - ❑ Ability to demonstrate initiative and motivation; and
 - ❑ Local economic impact.
 - ❑ Proposed fee in relationship to the services offered.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A selection committee may or may not interview short-listed firms. If interviews are held, both the original submitted proposal and the results of Consultant interview may be used to evaluate consultants. In addition to the evaluation criteria listed above, interviews will be judged on the consultant's:

- Responsiveness and compatibility with the City;
- General attitude and ability to communicate;
- Ability of the Consultant to communicate ideas through prepared documents and presentations;
- Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts;
- How the Consultant team would interact with the general public, City staff, and public officials; and

The City may also review direct and indirect references of previous work product. The City may utilize site visits or may request additional material, information, presentations from the Proposer(s) submitting the proposals.

SELECTED VENDOR FEE NEGOTIATION PROCESS

Upon the successful completion of Consultant interviews, the committee shall recommend the selection of a Consultant to the City Manager. The City Manager may in turn make a recommendation to the City Council. A finalized scope of work and fee structure shall be directly negotiated with the Firm that is selected by the Dubuque City Council.

After the City Council grants authority to negotiate a final scope of work and execute a contract for the project, the Consultant shall prepare and submit to the City a separate Work Breakdown Structure (WBS) to reflect the Firm's approach to the project. The City's WBS – Vertical form shall be used by the Consultant. The WBS, at a minimum, should include work tasks for each of the components outlined in the Request for Quote, a separate line item for each deliverable, and the WBS should include project management as a separate task. Each major task/scope element of the WBS shall have a defined cost and schedule. The consultant shall indicate in the WBS the work tasks that will be completed by City staff.

Once the selected consultant has prepared the WBS, the final scope of work for the project will be negotiated with the City by joint revision to the WBS in order to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by City staff, work reassignment to different project team members, and addition or elimination of tasks may be modified on the WBS in order to achieve the best overall results for project. The selected consultant shall be responsible for preparing and revising the final WBS. When the final scope has been determined and a design fee has been negotiated and the WBS has been finalized, the consultant shall incorporate the WBS into the contract documents being prepared for signature. The Consultant shall also include in the final contract documents, the language contained in Appendix D - City of Dubuque Contract Terms and Conditions.

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

***Consultant Professional Services
Request for Quote***

January 2014

Appendix B

Request for Quote Rules and Protest Procedure

MINOR IRREGULARITIES

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

EXCEPTIONS

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

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager has recommended that a contract be negotiated with the recommended firm. However, after said authorization has been given, all contents of the selected proposal shall become public information.

DEFINITIONS

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

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

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this Request document, any addendum to this Request document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contract set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

**Consultant Professional Services
Request for Quote**

January 2014

Appendix C

Insurance Requirements
(Schedule C, October, 2013)

Insurance Schedule C

1. _____ shall furnish a signed Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificates shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit I.
6. All required endorsements to various policies shall be attached to Certificate of insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I.
9. Whenever an ISO form is referenced the current edition of the form must be used.

Insurance Schedule C (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A Statutory—State of Iowa
Coverage B Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Dubuque.

Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$1,000,000 Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY \$ _____

Preservation of Governmental Immunities Endorsement

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

SRF Green Alley Project - Year 1

Consultant Professional Services Request for Quote

June 2012

Appendix D

City of Dubuque Contract Terms and Conditions

TERMS AND CONDITIONS

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

1. CONSULTANT'S ENDORSEMENT ON PLANS.

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

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. SUBSTITUTION OF PROJECT TEAM MEMBERS.

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

4. INSURANCE.

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

5. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City** from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Consultant**, **Consultant**'s subcontractor, or anyone directly or indirectly employed by **Consultant** or **Consultant** subcontractor or anyone for whose acts **Consultant** or **Consultant**'s subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6. ERRORS & OMISSIONS.

In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **City**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not

to be construed as a limitation of the **City's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

7. OWNERSHIP OF ENGINEERING DOCUMENTS.

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

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

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

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

The **City** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

8. SUBLetting, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the Engineer and approved by the **City**.

**Consultant Professional Services
Request for Quote**

January 2014

Appendix E

Project Data:

Green Alley Year Two Listing (.pdf)

Green Alley Year 2 Map (.pdf)

Green Alley Project Sample Plan (.pdf)

Green Alley Project Sample Specification (.pdf)

Work Breakdown Schedule (.pdf)

For FTP Site Access Contact:
Engineering Department
563-589-4270