

REQUEST FOR PROPOSAL (RFP)



ISSUE DATE: June 16th, 2015
CONTACT: Steve Fehsal
PHONE NO: 563-589-4260
FAX NO: 563-589-4391
EMAIL: sfehsal@cityofdubuque.org

SUBMIT PROPOSAL/OFFER PRIOR TO:
CLOSING DATE: July 7th, 2015
CLOSING TIME: 2:00 P.M. (local time)

SUBMIT TO:
See Page 5
FAX/EMAIL NOT ACCEPTED

DESCRIPTION:

Skate Park Evaluation and Concept Design

RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

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

NO RESPONSE REPLY

If you do not want to respond to this RFP 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:



Request for Proposals
Skate Park Evaluation and Concept Design

Leisure Services Department
2200 Bunker Hill Rd
Dubuque, Iowa 52001

INTRODUCTION

The City of Dubuque is soliciting requests for proposals from qualified consultants to complete the evaluation of current facilities and design of a skate park to be located within City limits. This project would include, but is not limited to, meeting with City staff and committee members, evaluation of current skate parks, public meetings, conceptual design development, location evaluation and determination and fundraising and approvals. Interested and qualified firms are invited to submit a proposal to provide professional services for the project, as noted below.

For any questions or additional information regarding this proposal prior to submission please contact:

Steve Fehsal
Park Division Manager
Phone: (563) 589-4260
E-mail: sfehstal@cityofdubuque.org

COMMUNITY BACKGROUND

The city of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. As Iowa's oldest city, Dubuque is a community well known for its historic and architectural beauty. The city is over 30 square miles in area, with a population of nearly 60,000 persons. 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.

The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. The City funds a full range of municipal services. City government works in collaboration with the private and non-profit sectors to promote economic development and sustainability. Sustainability and downtown, neighborhood, and riverfront planning and revitalization are long-standing priorities of the City Council. The City's website is www.cityofdubuque.org. The City Council goals and priorities are available online at www.cityofdubuque.org/councilgoals.

SUSTAINABLE DUBUQUE

Sustainability is defined by a community's ability to meet the environmental, economic, and social equity needs of today without reducing the ability of future generations to meet their needs. Sustainable Dubuque is a holistic approach to making our community sustainable. Our model involves a three-part approach that address:

- Environmental and Ecological Integrity
- Economic Prosperity
- Social and Cultural Vibrancy

Each of these pieces is important individually and helps contribute to a sustainable community that is viable, livable, and equitable.

In 2006 and every year since, the Mayor and City Council identified becoming a more Sustainable City as one of their top priorities for our community. Implementation of a community-defined sustainability plan is among the top Council priorities of this year, and each of this year's priorities incorporate one of the parts of Dubuque's model of sustainability. Find out more at the www.sustainabledubuque.org website.

SUMMARY OF PROPOSED PROJECT

The proposed skate park must meet the safety and standards for current action skate park design principles in Iowa and the U.S. that include flow, traffic patterns, skill levels, and ability levels as well as being of the highest quality with regards to design. The project plan should include addressing whether this skate park should include opportunities for inline skating, bicyclists and /or scooters. The process should engage all potential user groups, potential partners and the community.

The skate park should draw and engage local users to a facility that will challenge beginners to experienced users. The facility shall provide street and park style elements, obstacles and terrain as determined by the City of Dubuque and the community engagement process. It has not been predetermined whether the facility will be concrete, metal, or other materials or whether it should be a skate park, skate plaza, skate spot or other configuration. This will be determined through the evaluation and design process. A review of the location(s) of the user-base for identified new and/or existing facility and/or means to get to them will be a part of the study.

The consultant will also evaluate and make recommendations for the current skate parks operated by the City. The skate spot at Comiskey Park (255 East 24th Street) is a metal element park that is approximately ten (10) years old and was built by American Ramp Company. The skate park at McAleece Sports Complex (1801 Admiral Sheehy Drive) is also a metal element park that is approximately fifteen (15) years old and built by American Ramp Company. In 2008, the elements were retrofitted with 10-gauge steel surfacing.

The City has funds budgeted towards the completion of this project. This figure is all inclusive of the skate amenity as well as other associated amenities included but not limited to restrooms and parking. The cost of the evaluation and design as well as any project costs related to the City's current skate parks is a part of the total budget. The City has committed \$600,000 and has also challenged the local parent and skate park user group to raise an additional \$200,000 which would make the project total up to the \$800,000 budget.

RFP RESPONSE PROCESS

Consultants desiring to provide professional services to the City must be able to:

1. Successfully team with the City as well as community stakeholders.
2. Provide the necessary experience to work with the City, as well as community stakeholders to complete an evaluation of current facilities and design of a skate park to be located within City limits.

RFP SUBMISSION PROCESS

1. Interested consultants must submit seven (7) copies of a written proposal and also an electronic pdf version. Proposals must be delivered in printed format with the exclusion of the one required pdf version. The pdf version must be submitted on a flash drive along with the written copies of the proposal. No faxed or e-mail proposals will be

accepted. By providing a proposal, the vendor acknowledges and will adhere to all specifications as stated within this RFP packet.

2. Proposals shall be delivered, in a sealed envelope or box with the words "Skate Park Evaluation and Concept Design" clearly marked on the outside thereof, to:

City of Dubuque
Leisure Services Department
Attn: Skate Park Project
2200 Bunker Hill Road
Dubuque, Iowa 52001

3. Proposals are due to the City **before 2:00 p.m. CST, July 7th, 2015.**
 - a. Proposals will be reviewed by a City committee established. After the proposals are evaluated, the City will determine the consultants to be interviewed.
 - b. The City may choose to contact officials from other jurisdictions regarding the consultant, their prior work experience, and their ability to successfully complete the scope of services.
 - c. The City may request clarification or additional information from a specific consultant in order to assist in the City's evaluation of a proposal.
 - d. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the contract.
4. Each consultant assumes full responsibility for delivery and deposit of the completed proposal package before the deadline. The City is not responsible for any loss or delay with respect to delivery of the proposals. The City reserves the right to reject any and all proposals and to negotiate changes with any consultant. The City is not liable for any cost incurred by any consultant prior to the execution of an agreement or contract. Nor shall the City be liable for any costs incurred by the consultant that are not specified in any contract.

EVALUATION CRITERIA & PROCESS

The objective is to select the consultant most qualified to provide the services outlined in this request. Initial screening will be done without knowing the consultant's proposed fee for services. Evaluations will be based on the criteria listed below.

Responsiveness, Quality, and Completeness of Proposal

- Everything is included that was required by the RFP
- The proposal fits with the City Council's Goals and Priorities
- The quality of written material and presentation, relevant experience, answers to questions, and overall organization

Experience/Qualifications/Creativity

- Experience evaluating and designing skate parks
- Experience working with municipalities
- Experience working with multiple partners
- Experience with developing and implementing community engagement processes
- Ability to successfully complete the scope of services on time and within budget

- Ability to successfully work with City staff
- References
- The selected team has proven capability to deliver strong and innovative solutions that respond to key issues (demonstrate capabilities in proposals)
- Skate concept design capabilities and experience
- Skate park capital and operating cost estimating expertise
- Site evaluation capabilities and experience
- Knowledge of similar projects, costs, and performance characteristics

Qualifications of Key Individuals

- Project manager's expertise, experience, and unique qualifications
- Other personnel committed to this project and their unique qualifications

Scope of Services

- Consultant understands what it will take to successfully achieve the goals and objectives of the requested services
- Consultant proposed revisions and/or changes to the scope of services that would better serve the community

Communication

- Consultant's ability to conduct engagement activities, public outreach meetings and solicit input
- Consultant's ability to communicate ideas, reports, and vision(s) in a clear and concise format
- Success of the project will rely on input from the community and from potential partners and the process used to incorporate feedback

Litigation

- List and explain any past claims and/or lawsuits, and the reason for the claim and/or lawsuit
- List and explain any pending claims and/or lawsuits, and the reason for the claim and/or lawsuit

Proposed Fees and Compensation

- Reasonability of scope of services to fees proposed

RFP RESPONSE SUBMITTAL DETAILS

All proposals submitted must be:

- Limited to twenty-five (25) pages
 - The 25-page limit does not include front and back covers (optional), transmittal letter, references, and fees and compensation
 - Fees and compensation must be submitted in a separate envelope
- Bulleted items or outline format are required; essay format is not acceptable
- Presented in 8 ½ x 11 inch format
- On all recyclable materials
- Arial font, minimum 11 point font
- In the same order as described below
- No binders or bindings

- The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature
- Do not include marketing materials

Add any specific additional information about the consultant that will benefit the City in the selection process.

Failure to provide the required mandatory information may result in a consultant not being considered. Submitted proposals will not be returned.

ORDER OF SUBMITTAL DOCUMENTS

To simplify the review process and obtain the maximum comparability, the proposal must include the following information, at a minimum, and be organized in the following manner.

Letter of Transmittal: Provide a one-page letter of transmittal briefly stating the consultant's interest in this project, outlining the consultant's understanding of the work, and the name, address, telephone, cell and fax numbers, and email address of the proposed project manager and signed by the project manager.

Introduction Statement: Provide a one-page introduction statement that explains the consultant's expertise, previous experience, and unique qualifications for this project.

Profile of Consultant: Provide general information about the consultant and its area of expertise in regards to this RFP, including the qualifications of the project manager and other key personnel to be assigned to the project.

Background and Organization - Identify name, address, history and organization of the consultant, including an overview of the services the consultant provides in-house and the number of years the consultant has provided the requested services. Describe any other relevant professional services offered by the consultant and how these services may be able to benefit the City.

Teamwork - Describe the process recommended to create a team relationship among those involved with the project, including the City, the public, and other potential partners.

Experience - Describe recent professional experience with detailed but brief descriptions of representative projects, including project budgets, team members, community engagement process, and other applicable information, including work with public sector clients and must demonstrate recent experience (within the past three years) with skate park evaluation and design.

Team Members - Identify key team members that will be assigned to the project, including their office location, specific roles and responsibilities, time commitment to the project, and individual professional expertise/credentials, especially relating to experience with similar studies.

- List project manager for the team

- A listing of team personnel who will actually be assigned to perform the work on this project, and a breakdown and description of tasks assigned per project team member. Describe the hierarchy of project management
- For consultants located outside the region, address how the consultant will remain responsive to short notice requests and meetings
- Identify similar projects that team members have worked on together

Sub-consultant(s) personnel experience (if proposed)

- Names and addresses of any outside consultant(s) or associate(s) proposed to be involved with this project
- Include each proposed sub-consultant(s) experience and qualifications as described above for firm's personnel
- For sub-consultants located outside the region, address how they will remain responsive to short notice requests and meetings
- Identify similar projects that team members have worked on together with the sub-consultants

Scope of Services

Scope of services should include preparation and presentation of draft and final written reports and concepts, including all visual aids for public presentations.

Provide a detailed description of how the consultant proposes to approach this project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Describe the means or strategy by which the consultant would satisfy the following scope of services, and/or an alternative or hybrid strategy recommended by the consultant.

The proposed scope of services will fully address:

- Meet with City Staff and Committee Members
- Evaluation of Current Skate Parks
- Public Meetings
- Conceptual Design Development
- Location Evaluation and Determination
- Fundraising and Approvals

Proposed Project Schedule

Completion of evaluation and concept design is targeted for November 1st, 2015. Provide a project schedule outlining the time period and estimated completion date of the proposed scope of work. This should include a schedule for and description of all deliverable products throughout the period. Describe the method to assure that the time schedule will be met. Identify the person responsible for assuring schedule compliance.

Products should be delivered in hardcopy and electronic formats compatible with the City's computer software and hardware.

References

Provide at least three (3) references of clients for whom the consultant has completed similar projects within the past five years, with full name, title, current address, email, phone, and fax numbers.

Litigation

Provide litigation information, if applicable.

Fees and Compensation

Provide a proposed cost plus expenses budget for completion of the proposed scope of services with cost breakdowns by scope element. Clearly define reimbursable costs such as travel, printing, etc. Provide hourly and overhead rates for personnel, including for additional services. Include proposed fee payment schedule. Quotation of fees and compensation shall remain firm for a period of at least 90 days from the submission deadline. **Please separate the proposed fees and compensation from the other portion of the RFP submittal.** Initial screening will be done without knowing the consultant's proposed fee for services.

PROJECT SCOPE

1. Meet with City Staff and Committee Members:

The Consultant shall meet with City staff and committee members to review the scope of the project, establish design standards, become familiar with concerns and the community, and review any existing documentation which may be of benefit in the process.

2. Evaluation of Current Skate Parks:

The consultant shall evaluate the two current skate parks the City owns and maintains. A detailed report will be required regarding the evaluation of and recommendations for the skate parks. The report should include but not limited to any capital funds needed and timeframes for those needs.

3. Community Engagement:

Describe the plan for community engagement. The community engagement plan needs to identify community needs and desires for the overall concept, engage community partners in the process and identify other funding options. Conceptual planning will incorporate (where applicable) feedback received from the community engagement process.

The consultant will conduct at least three gathering public meetings with citizens and stakeholders to aid in location and design. The meetings will aid in gathering more information and the consultant may need to conduct more meetings if deemed necessary by City staff.

The proposed community engagement plan should:

- Assign staff and define role
- Provide for communication with all members of the community
- Incorporate diverse methods for presenting information and receiving feedback

4. Conceptual Design Development:

This task will result in the finalization of a conceptual design, indicating the layout type and style and quantity of the skate park's features and associated amenities. The needs of the community will be researched and documented. The consultant should have advanced skills and significant experience with skate park design and amenities influenced by community outreach. Identification of user groups will be determined. At least one public meeting will be held to present the proposed final design for consideration. The conceptual plan will include detailed capital and operating cost estimates to assist with budgeting operational costs after project completion.

5. Site Analysis and Determination:

This task will result in the analysis of potential sites and determination of a final location for the proposed project. Each site should be analyzed to determine its suitability for a skate park or chosen conceptual design. The consultant will identify key criteria to assess the benefits and disadvantages to each site and develop methodologies to compare and contrast the individual merits of each site. At least one public meeting will be held to present the proposed final site for the location of the project. A section will be included in the report detailing the analysis, results, limitations or concerns related to each site.

6. Fundraising:

This task will allow for the community to hold fundraising efforts for the project to raise the \$200,000 match. The consultant will share recommendations based on experience with fundraising for similar projects. There may be a timeline created to allow for fundraising efforts. Recommendations for gift recognition should be included.

7. Approvals:

Approvals for design, materials, and location will also be required from City entities such as but not limited to: Parks and Recreation Commission, Planning and Zoning Commission and City Council.

TERMS AND CONDITIONS

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

CONSULTANT'S ENDORSEMENT ON PLANS.

The Consultant shall endorse the completed computations prepared under this Agreement. The project Architect will review and provide comments regarding the equipment and installation of such equipment on the project.

CHANGE IN SCOPE OF SERVICES.

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

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.

INSURANCE.

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

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.

TERMINATION.

City may terminate this agreement, with or without cause, upon providing 14 days written notice to the Consultant.

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

OWNERSHIP OF 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 will conform to the specifications listed in 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 will 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.

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.

City of Dubuque Insurance Requirements for Professional Services

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.

City of Dubuque Insurance Requirements for Professional Services

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

- 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.
- 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.
- Include endorsement indicating that coverage is primary and non-contributory.
- Include endorsement to preserve Governmental Immunity. (Sample attached).
- Include an endorsement that deletes any fellow employee exclusion.
- 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 \$ _____

City of Dubuque Insurance Requirements for Professional Services

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