REQUEST FOR PROPOSAL

CENTRAL AVENUE CORRIDOR
STREETSCEAPE MASTER PLAN

City of Dubuque, Iowa

May 22, 2018

Economic Development Department
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# RFP ORGANIZATION

**CENTRAL AVENUE CORRIDOR**

**STREETSCAPE MASTER PLAN**

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1.0 INTRODUCTION
The City of Dubuque, Iowa is soliciting proposals from qualified professional firms to develop a Central Avenue Corridor Streetscape Master Plan between 11th and 22nd Streets in the Washington Neighborhood. The project will require professional(s) with expertise in the fields of planning, engineering, urban design, landscape architecture, and/or architecture, as well as experience with community engagement, such as holding input and educational meetings and making presentations to elected officials.

This effort is being directed by the City’s Economic Development Department in partnership with other organizations working on the Central Avenue Corridor Initiative. The City’s budget for this project is $19,447.

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 58,600 people. The City's annual operating budget is $131.2 million, and the five-year capital improvement budget is $167 million, which funds a full range of services. The City’s website 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. The job creation and unemployment numbers show that Dubuque is growing steadily in the current economic climate. Dubuque’s construction numbers reveal an even more encouraging picture. The City has formed strong relationships with the local business community to promote continued economic growth and success.

Project Background
Information on the Central Avenue Corridor Initiative is available on the City website online at http://www.cityofdubuque.org/2523/Central-Avenue-Corridor-Initiative.

Central Avenue Initiative
In 2016, the City of Dubuque asked Iowa State University Extension and Outreach (ISUEO) Community and Economic Development (CED) for assistance in assessing opportunities for economic redevelopment and improvement in the quality of life for residents along the Central Avenue Corridor (CAC). This portion of the CAC abuts Dubuque’s historic and ethnically diverse Washington Area Neighborhood, a focus of redevelopment since 2005.

One of the older commercial districts in Dubuque, the CAC continues to boast a large number of businesses frequented by residents of the Washington Neighborhood and surrounding areas. At
one time, the CAC was fairly self-sufficient. It provided most of the commercial services needed by residents of the surrounding neighborhoods, including retail, business and household services, banking and a fire station. Typical of the early to mid-1900s many of the buildings along the CAC are mixed-use, allowing for residential living on the upper floors and commercial retail space at street level. However, in recent years, the CAC has struggled to overcome the impacts of deindustrialization and the economic crises of the 1980s, when the economy of the City of Dubuque spiraled downward. Many industries and businesses in Dubuque, including those along what is now known as the CAC, either relocated or closed shop permanently. The area has yet to recover.

The eight (8) blocks of the CAC that form the basis of the building inventory report and the residential areas immediately to the west and east are perceived by many Dubuque residents and visitors as an area in decline, both in terms of economic development and appearance, because of higher crime rates, run-down housing, and lack of access to grocery stores and other amenities. Yet, despite the challenges, the area possesses a number of intrinsic assets that could form the building blocks of a larger revitalization effort for the benefit of residents and business owners.

In an effort to revitalize the north end of Dubuque, the City, area non-profits, and community-based organizations have been devoting financial and human capital resources in the neighborhoods along the CAC for the past decade with moderate successes. The scheduled completion of the Southwest Arterial in 2019 and subsequent removal of most of truck traffic from the corridor, combined with the improved resilience of the neighborhood thanks to the Bee Branch Creek Watershed Flood Mitigation Project, will create a prime environment for a renaissance. The purpose of this initiative is to engage stakeholders in the process to prepare for and guide this renaissance.

The initiative’s efforts will be focused on the Central Avenue Corridor from 11th Street to 22nd Street. This corridor connects Dubuque’s central downtown and Historic Millwork District to the city’s North End. It features a wide variety of historic buildings offering commercial and retail opportunities on the ground floor and residential spaces on upper floors. The goal of this initiative is the economic revitalization of the Central Avenue Corridor through community engagement, educational outreach, and community-informed storefront and streetscape design. Central Avenue Corridor stakeholders include business owners, employees, patrons, residents, landlords, social service agencies, community leaders, the City of Dubuque, and partner agencies. Community Development Block Grant (CDBG) funds will be used to offer low- or no-interest loans to “microenterprise businesses” in the corridor. Microenterprise businesses have five or fewer employees. To qualify, the business owner(s) must be low to moderate income.

**Design Studio**
The City of Dubuque has a collaborative relationship with Iowa State University Extension and Outreach (ISUEO) to assist the City with this initiative. Specifically, ISUEO will assist with outreach and community engagement efforts, asset mapping of buildings and businesses in the corridor, and identification of additional partnership opportunities.

ISUEO brought students and faculty in the ISU College of Design’s “Seeing, Making, Doing – The Art and Design of Social Capital” course to Dubuque to operate a design studio in the
corridor during the spring 2017 semester. Students from a variety of disciplines, such as studio art, graphic design, interior design, landscape design, business, sociology, journalism, and education, worked collaboratively throughout the semester on effective ways to engage communities, facilitate meaningful community discussions, and use art and design with culture to build goodwill and understanding among diverse populations. The studio served as a temporary “project headquarters” and was used to focus efforts on engaging local community members, brainstorming possibilities for a long-term creative placemaking strategy, and planning and implementing a cultural event for the neighborhood in late spring 2017.

In early April 2017, Iowa State University Extension and Outreach and College of Design hosted a cultural event to celebrate the stories and experiences on the Central Avenue Corridor. Free transportation to the event was provided by the City of Dubuque's Public Transit Department.

**Washington Neighborhood Revitalization Strategy**
The Washington Neighborhood has been a major focus for reinvestment efforts by the City of Dubuque. The neighborhood’s historic buildings, central location and wide range of housing stock provide key assets to build upon. The neighborhood is in the center of Dubuque's urban core and borders the Historic Millwork District, restored Bee Branch Creek, North End Neighborhood and Downtown. Many public, private and civic efforts have coalesced during recent years to address community needs and emphasized physical infrastructure with new developments such as Prescott School and the restoration of Washington Court Apartments, Engine House No. 1, White Street Condominiums and the Washington Neighborhood Rowhouses. From 2005 to 2017, the City has invested $14 million in the Washington Neighborhood, leveraging over $15.5 million in private investment and over $13 million in other government investments.

In 2009, Teska Associates led a Washington Neighborhood planning process for the City of Dubuque. The resulting plan, entitled "Community Assessment and Revitalization Strategies," included a market analysis, land use plan, transportation and human service strategies, all with the aim of accelerating the improvement of the Washington Neighborhood. This document serves as a road map for revitalization initiatives and activities in the neighborhood. A core recommendation of the plan is to enhance the Central Avenue corridor with streetscape improvements and gateway features to foster investment.

A 2013 market analysis of the Washington Neighborhood by Teska Associates, Inc., indicates that the 55 square block area is primed for growth:

- Population has been rebounding, providing more support for retail – 9% increase
- Education levels have risen sharply
- Homeownership has been improving, with slow and steady appreciation
- Median household income, while lower than the average in the Dubuque MSA, has been climbing at the same rate – 9% Increase

**Traditional Urban Neighborhood**
The Washington Neighborhood is a traditional urban neighborhood that has and continues to serve as a “port-of-entry” for new families and residents moving to Dubuque. It contains a mix of housing, primarily renter-occupied, small to modest scale commercial and industrial
businesses, service businesses, limited recreational areas, and institutional uses consisting mostly of churches and Prescott Elementary School. The Central Avenue corridor is predominantly a mix of commercial storefronts and upper story residential. The historic Central Avenue corridor serves as the neighborhood’s primary business corridor with a variety of retail and service businesses, professional offices as well as vacancies. A series of maps of Dubuque and the Central Avenue Corridor project area in relationship to the Washington Neighborhood and surrounding environs is attached in the Appendix.

Located within the project area is the Upper Central Avenue Commercial Historic District. The district was listed on the National Register of Historic Places in 2012. The district is a well preserved and excellent example of Dubuque's commercial architecture, dating from the latter half of the Nineteenth and the first decade of the Twentieth centuries. Collectively, this range of architectural examples represents the largest, the most ornate and best preserved commercial buildings in downtown Dubuque. They are also the most unified in terms of period of development and design cohesion. It is important that the Central Avenue Streetscape Master Plan compliment the historic character of the corridor.

**Street Network**

The street network serving the Washington Neighborhood is designed in a traditional grid, providing generally efficient vehicular access and circulation throughout the neighborhood. Central Avenue is the major street that brings much of the vehicular traffic to the Washington Neighborhood. It also serves as the gateway between north Dubuque and the downtown. The Washington Neighborhood and Central Avenue corridor is generally viewed as a walkable neighborhood. The dense blocks of residential and commercial uses help create a pedestrian-friendly urban environment.

The major streets that bring most of the vehicular traffic to the Washington Neighborhood include Central Avenue, White Street, 11th Street, 11th Street/Loras Boulevard, 16th Street, 20th Street, and Kaufmann Avenue. Central Avenue and White Street generally act as the neighborhood’s primary business corridors with a variety of retail businesses and professional offices.

With access to Highway 20 via the Northwest Arterial, consumers from the north no longer have to pass through Downtown in order to get to the West End, which has reduced traffic and visibility along Central Avenue. To achieve any sort of larger draw, the Washington Neighborhood needs to identify a unique position within the competitive marketplace capable of becoming a destination.

**Highway Network Conversion: One-Way to Two-Way**

Unique to Central Avenue Corridor is that it is also U.S. Highway 52 and the Great River Road. The one-way highway pair supports two lanes, sidewalks, on-street parking and a 25 mph speed limit throughout the project area. The street serves as a north-south corridor for truck traffic. The City is currently working with the State of Iowa to transfer jurisdiction of the corridor with completion of the Southwest Arterial.

The scheduled completion of the Southwest Arterial in 2019 and subsequent removal of most of the truck traffic from the corridor, combined with the improved resilience of the neighborhood
thanks to the Bee Branch Creek Watershed Flood Mitigation Project, will create a prime environment for a renaissance. The initiative is engaging stakeholders in the corridor to prepare for and guide this renaissance.

It is anticipated the roadway will be convert from a one-way highway to a two-way local arterial. It is anticipated that the one-way sections of Central Avenue and White Street will be converted from a one-way highway to a two-way local arterial with Complete Streets design, such as bike signals, bike lanes, and intersection crossing markings.

As part of the transfer of jurisdiction, U.S. 52 is being brought to a State of Good Repair in phases. Two phases of the have been completed. Phase 3 is scheduled for the Summer of 2018. Phase 4 is scheduled for the Summer of 2019. Incorporating Complete Street design in these last two phases of State of Good Repair is more cost effective, establishes a multi-modal transportation network, and helps revitalize the corridor. The project’s capital improvement program is attached in the Appendix.

**Bee Branch Watershed Flood Mitigation Project**
The historic Central Avenue Corridor is a mix of commercial and residential uses laid out on a grid street network. Improvements in the street network accommodate flood mitigation projects to help revitalize the area. The Bee Branch Creek Restoration project -- one phase of the Bee Branch Watershed Flood Mitigation Project -- eliminates the severe and frequent flash flooding experienced in the watershed while creating a bike & pedestrian friendly environment. The streetscape improvements on this corridor will be used to inform the Central Avenue Corridor Streetscape Master Plan. Information about the Bee Branch Watershed Flood Mitigation Project is at [http://www.cityofdubuque.org/1812/Bee-Branch-Watershed-Flood-Mitigation-Project](http://www.cityofdubuque.org/1812/Bee-Branch-Watershed-Flood-Mitigation-Project).

**22nd Street / Kaufmann Avenue Storm Sewer**
This capacity improvement project requires total street and sidewalk reconstruction and relocation of underground utilities along the entire length of the project. Construction will be completed in phases starting at Elm Street in spring of 2018 and continuing along Kaufmann Avenue to Kane Street by 2021. The streetscape improvements on this corridor will be used to inform the Central Avenue Corridor Streetscape Master Plan. The project’s capital improvement program and project phases are attached in the Appendix. Project plans are available from the City.

**17th Street Storm Sewer**
This capacity improvement project requires total street and sidewalk reconstruction and relocation of underground utilities. Construction will be completed in phases in the spring of 2018. Phase 1 was completed in 2017. The streetscape improvements on this corridor will be used to inform the Central Avenue Corridor Streetscape Master Plan. The project’s capital improvement program and project phases are attached in the Appendix. Project plans are available from the City.

**2.0 PROJECT OBJECTIVES**
The Streetscape Master Plan for the Central Avenue Corridor from 11th to 22nd Streets must:
1. Be clearly written, concise, and highly illustrative, and include conceptual renderings of streetscape improvements.

2. Address the Corridor’s current state of aesthetics as well as provide guidelines for future improvements, and redevelopment of public infrastructure elements within the Corridor.

3. Provide design guidelines for linking complimentary uses, preserving the history and identity of the neighborhood, and improving walkability.

4. Recommend streetscape furnishings such as pedestrian scale lighting, way-finding systems, greenspace creation and public art.

5. Promote creative, innovative, and sustainable opportunities to beautify and bring a cohesive sense of identity and place to the corridor, including installation of sustainable sidewalk systems and other sustainable streetscape amenities that complement the historic urban character of the Corridor.

6. Consider both hardscape and landscape strategies that will create an inviting, walkable pedestrian scaled environment and be complimentary to the area’s historic character.

7. Recommend landscaping opportunities such as street trees, decorative planters, planting beds, as well as any other creative and innovative means of beautifying the corridor.

8. Address conditions and opportunities for the Corridor’s future transition from its current status as a one-way State highway to a pedestrian-friendly two-way city street.

9. Consideration must be made to traffic calming and Complete Street strategies.

10. Outline simple, cost-effective strategies that can be reasonably be achieved in a short period of time as well as more complex, long term strategies that will require greater coordination and expense.

All elements of the Streetscape Master Plan need to consider the 2009 Community Assessment and Revitalization Strategies Plan and the 2013 Market Analysis update for the Washington Neighborhood. These documents are online at http://www.cityofdubuque.org/1939/Washington-Neighborhood-Revitalization.

The Streetscape Master Plan needs to consider the Central Avenue Corridor Building Inventory Report and Seeing, Making, Doing: Art and Social Capital Report. These documents are online at http://www.cityofdubuque.org/2523/Central-Avenue-Corridor-Initiative.


The Streetscape Master Plan also needs to follow the City of Dubuque 2014 Architectural Guidelines, online at http://www.cityofdubuque.org/1881/Architectural-Guidelines.
It is anticipated that the timeframe for development of the Streetscape Master Plan will be
approximately six (6) months following the signing of a professional services 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 Economic
Development Department as authorized by the City Council.

**Project Coordination**
The selected consultant will be expected to coordinate with community stakeholders such as City
Staff, community partners, and business and property owners within the project area throughout
the project. The consultant will be required to present an outline and schedule of activities for the
plan to project stakeholders for review and comment early in the process. The consultant will be
required to present the draft plan to project stakeholders at a public meeting. The selected
consultant will also be expected to present the draft plan to the City Council. The consultant will
be expected to maintain a high level of coordination with the City’s project manager throughout
the entirety of the project.

**3.0 INFORMATION TO BE INCLUDED IN THE PROPOSAL**
The submitted proposal should address all aspects of the required scope of work discussed in this
RFP. The proposal should be prepared simply and economically, providing a straightforward,
concise description of the consultant’s capabilities to satisfy the requirements of the RFP.

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.

**Letter of Transmittal**
Provide a letter of transmittal briefly outlining the consultant’s understanding of the work and
general information regarding the consultant and individuals to be involved, and the name,
address, telephone number, fax number, and e-mail address for the firm’s primary contact
person.

**Profile of Consultant**
Provide general information about the consultant, the consultant’s area of expertise related to this
RFP, and the consultant’s official name, address, and principal officers, including names of the
project manager and other key personnel who would be assigned to the project. The profile must
also identify any sub-consultants as well as their role and expertise relative to the project.

**Qualifications of Proposed Project Team**
The project will require professional(s) with expertise in the fields of planning, engineering,
urban design, landscape architecture, and/or architecture, as well as experience with community
engagement, such as holding input and educational meetings and making presentations to elected
officials.

1. Provide the name and contact information for the project manager, his or her qualifications
   and experience, and the names, qualifications, and experience of other key personnel who
   would be associated with the project. The selection of a project manager by a consultant
will constitute a contractual commitment by that consultant and a substitute manager will not be allowed without prior written approval by the City of Dubuque.

2. Describe the experience of the project team in developing relevant plans. Include at least 3 client references (including individual contact name, email 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.

3. 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.

Scope of Services
Describe the means or strategy by which the consultant would satisfy the project objectives. Explain the project approach as well as additional recommended strategies the consultant would suggest to create a more relevant and meaningful plan.

Proposed Project Schedule
Provide a project schedule outlining the time period and estimated completion date of the plan. This should include a schedule and description of all deliverable reports/documents throughout the project. Discuss the consultant’s ability to integrate this project into the consultant’s present workload.

Fees and Compensation
Provide a Not-to-Exceed fee budget and not to exceed reimbursables if applicable for completion of the proposed scope of services with cost breakdowns by major scope element and 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. All invoices must be accompanied by a current progress report of each scope item.

Certificate of Insurance
The selected consultant shall adhere to insurance requirements for professional services as detailed in the attached Insurance Schedule J in the Appendix during the term of the contract agreement. Please provide confirmation that the requirements will be met. An insurance certificate can be supplied at a later date by the successful firm.

Understanding of Final Contract Terms
Provide a statement that indicates the consultant(s) have read, understand, and agree to include in the final signed contract the clauses that are listed in the “City of Dubuque Contract Terms and Conditions” attached in the Appendix. Any exceptions to the Contract Terms and Conditions by the consultant must be clearly stated in their submitted Proposal.

Contract
A draft contract for services must be included in the submittal.
4.0 SUBMISSION REQUIREMENTS
The City of Dubuque reserves the right to reject any and all proposals and to negotiate changes with any firms. The City of Dubuque is not liable for any cost incurred by any firms prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by the firm that are not specified in the contract. The City of Dubuque is an Equal Employment Opportunity Employer.

Proposal Submission Information
Submittal Deadline: June 7, 2018 on or before 4:00 p.m. CDT

Submittal Mailing Address: Maurice Jones, Economic Development Director
Economic Development Department
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001-4864

Submittal Copies:
Proposal: Six (6) hard copies shall be provided.
Fees: Six (6) hard copies shall be provided.

Submit one (1) original signed proposal and five (5) copies all labeled Central Avenue Corridor Streetscape Master Plan in printed format. No faxed or e-mail proposals will be accepted. The proposal must be a document of not more than twelve (12) numbered 8½ x 11-inch pages, not including the letter of transmittal and project schedule. Proposals should not include any pre-printed or promotional materials. Any proposals exceeding 12 numbered pages may not be considered. The proposals shall be 100% recyclable. No binders are to be used.

Please provide the proposed fees and compensation under separate cover, clearly labeled; “Fees and Compensation”. Initial screening will be done by a selection committee without the benefit of knowing the proposed fee for services.

Each consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the proposals.

Questions Regarding this RFP
Questions should be directed to Economic Development Maurice Jones by telephone at (563) 589-4393 or email at mjones@cityofdubuque.org.

The City of Dubuque anticipates award of the contract to the successful consultant/firm for this project in late June / early July 2018. Consultants/firms whose proposals are not accepted will be notified shortly after the selected firm has been approved.

5.0 CONSULTANT SELECTION EVALUATION PROCESS
Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A City consultant selection committee will review qualifying proposals and then create a consultant short-list for the project.
Initial Evaluation Criteria
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 proven track record in successfully completing similar projects.

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 corridor;
   - Proposed schedule;
   - Creativity and problem solving ability;
   - Ability to demonstrate initiative and motivation; and
   - Local economic impact.

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

- 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
- Proposed fee in relationship to the services offered.
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, and presentations from the Proposer(s) submitting the proposals.

**Selected Vendor Fee Negotiation Process**

Upon the successful completion of consultant proposal reviews and interviews (if conducted), 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.

Upon successful negotiation of the final scope of work and fees, the consultant shall prepare and submit to the City, a final project schedule to reflect the negotiated contract.

When the final scope has been determined, a design fee has been negotiated, and the schedule has been finalized, the consultant shall incorporate the schedule into the contract documents being prepared for signature. The consultant shall also include, in the final contract documents, the language contained in the Appendix - City of Dubuque Contract Terms and Conditions as well as Certificate of Insurance and all other required insurance related documents.

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 offeror. Otherwise, negotiations with the offeror 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.

**APPENDIX**

The following supplemental documents are included in the Appendix of this RFP as additional reference material to aid the consultant in preparing a response proposal.

- RFP Rules and Protest Procedure
- City of Dubuque Contract Terms and Conditions
- Insurance Schedule Requirements
- Project Related Data
APPENDIX A: RFP 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 RFP that the words “shall”, “must”, or “will” are equivalent in this RFP 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 in not in substantial accord with this RFP’s mandatory conditions requirements.

The words “should” or “may” are equivalent in this RFP 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 RFP document, any addendum to this RFP 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.
APPENDIX B: INSURANCE SCHEDULE REQUIREMENTS

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

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. Contractors 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 approved by the Finance Director. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_________ or Project Location at ________ or construction of ________.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers 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 __________ Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule 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. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to certificate of insurance.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Finance Director and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor’s limits of liability are higher than the required minimum limits then the provider’s limits shall be this agreement’s required limits.
A) COMMERCIAL GENERAL LIABILITY

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<th>Limit</th>
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<td>General Aggregate Limit</td>
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<td>Products-Completed Operations Aggregate Limit</td>
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<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
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<tr>
<td>Each Occurrence</td>
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<tr>
<td>Fire Damage Limit (any one occurrence)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
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</table>

1. Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or business owners form BP 0002, shall be clearly identified.

2. 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.

3. Include endorsement indicating that coverage is primary and non-contributory.

4. Include Preservation of Governmental Immunities Endorsement. (Sample attached).

5. Include an endorsement that deletes any fellow employee exclusion.

6. 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.

7. Policy shall include Waiver of Right to Recover from Others endorsement.

B) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

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

<table>
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<tbody>
<tr>
<td>Each Accident</td>
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<tr>
<td>Each Employee-Disease</td>
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</tr>
<tr>
<td>Policy Limit-Disease</td>
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</table>

Policy shall include Waiver of Right to Recover from Others endorsement.

Nonelection of Workers’ Compensation or Employers’ Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached
INSURANCE SCHEDULE J (continued)

Exhibit I

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

E) PROFESSIONAL LIABILITY $1,000,000
Provide evidence of coverage for 5 years after completion of project.

F) CYBER LIABILITY $1,000,000
___ yes ___ no
Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer 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 insurer 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 insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer 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.

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

SPECIMEN
APPENDIX C: 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.
The 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 constructed 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 PROJECT 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 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.
APPENDIX D: PROJECT RELATED DATA

A series of maps of Dubuque and the Central Avenue Corridor project area in relationship to the Washington Neighborhood and surrounding environs.

Highway Network Conversion: One-Way to Two-Way capital improvement program

22nd Street / Kaufmann Avenue Storm Sewer capital improvement program and phases

17th Street Storm Sewer capital improvement program and phases
CASE STUDY: Central Avenue Corridor
CASE STUDY: Central Avenue Corridor

TOPOGRAPHIC MAP
CASE STUDY: Central Avenue Corridor

HISTORIC RESOURCES

LEGEND
- Conservation Districts
- Nat. Register Eligible Districts
- Nat. Register Districts
- Local Historic District
- Individually Listed Property

NORTH
**PROJECT DESCRIPTION/JUSTIFICATION**

The proposed funding would provide for hiring a consultant to complete a One-Way to Two-Way Traffic Conversion Study along the Central Avenue Corridor from 4th Street to 21st Street, and on White Street from 5th Street to 21st Street. The proposed Study would evaluate the 15 signalized intersections within the Central and White corridors; identify Complete Street corridor improvements or modifications to support traffic demands; and to consider transit needs, bike and pedestrian needs, and sustainability.

**RELATIONSHIP TO OTHER PROJECTS**
This project is related to a City Council Top Priority for the Central Avenue Corridor Revitalization, Streetscape and Business Development

**OUTCOME**
Connected Community: Improve traffic flow throughout the city, Economic Development, Livable Neighborhoods and Housing

**FUNDING RESTRICTIONS**
This project is restricted to Sales Tax Fund (30%), Road Use Tax, and Greater Downtown TIF.
DEPARTMENT: 55 - Engineering / Stormwater

STATE PROGRAM: 8C - Business Type

PROJECT TITLE: 22nd Street/Kaufmann Ave (Phase 8 of Bee Branch Watershed Flood Mitigation Project)

YEAR FIRST SUBMITTED: FY 2018

ACTIVITY NO: 264-2769 340-2769

TOTAL PROJECT COST $ 15,400,000

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<td>$ -</td>
<td>$ 5,310,000</td>
<td>TOTAL</td>
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<td>$ 3,436,000</td>
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<td>$ -</td>
<td>$ -</td>
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| $ 5,310,000  | $ 5,310,000 | B. PROJECT FINANCING | $ 6,190,000 | $ - | $ - | $ - | $ - | $ - |
| $ -          | $ 5,310,000 | Federal Grant        | $ - | $ - | $ - | $ - | $ - | $ - |
| $ -          | $ 464,000   | State Flood Mitigation | $ 3,436,000 | $ - | $ - | $ - | $ - | $ - |
| $ -          | $ 5,310,000 | TOTAL                | $ 6,654,000 | $ 3,436,000 | $ - | $ - | $ - | $ - |

PROJECT DESCRIPTION/JUSTIFICATION
This project provides for the installation of a large diameter storm sewer and total reconstruction of the street and utilities along 22nd Street from Elm Street to the west across Central Avenue up Kaufmann Ave to Kane Street. Due to the size of the storm sewer to be installed, the project requires the complete reconstruction of the street, traffic control, and public utilities along the entire stretch. Flash flooding has resulted in stormwater running like a river down 22nd Street from Central Avenue to Elm Street. A hydraulic capacity analysis of the Kaufmann Avenue (22nd Street) storm sewer revealed that the existing storm sewer is insufficient to convey more than a 2-year rain event. Construction of the Bee Branch Creek just downstream allows for the upsizing of the storm sewer system to alleviate the flooding conditions in the street.

RELATIONSHIP TO OTHER PROJECTS
This project is Phase 8 of the Bee Branch Watershed Flood Mitigation Project. The Bee Branch Watershed Flood Mitigation Project phases are as follows: Phase 1 - Carter Road Detention Basin; Phase 2 - W.32nd Street Detention Basin; Phase 3 - Historic Millwork District; Phase 4 - Lower Bee Branch Creek Restoration; Phase 5 - Bee Branch Flood Mitigation Gate Replacement Project; Phase 6 - Impervious Surface Reduction (Pervious Pavement Systems); Phase 7 - Upper Bee Branch Creek Restoration; Phase 8 - 22nd St/Kaufmann Ave Storm Sewer Improvements; Phase 9 - Flood Maintenance Facility; Phase 10 - North End Storm Sewer Improvements; Phase 11 - Water Plant Flood Protection System; Phase 12 - 17th St/W. Locust Street Storm Sewer Improvements.

OUTCOME
Robust Local Economy: Have the infrastructure and amenities to support economic development and growth: industrial/business parks, streets and utilities, air service and housing

FUNDING RESTRICTIONS
This project is restricted to the Sales Tax Increment Fund and HUD NDRC Grant Funds.
Construction Schedule

Storm Sewer Capacity Improvement Project

22nd ST. / KAUFMANN AVE
### Project Description/Justification

This project provides for the construction of a large diameter storm sewer along 17th Street from the Bee Branch Creek to W. Locust Street. Due to the size of the storm sewer to be installed, the project requires the complete reconstruction of the street, traffic control, and public utilities along the entire stretch. The Drainage Basin Master Plan identified multiple locations between W. Locust Street and the Bee Branch Creek Restoration where the existing storm sewer capacity is not adequate to carry even the 10-year rainstorm. A problem area was identified at the base of Locust Street and 17th Street where the grade flattens along the street causing flooding in the area. In addition, stormwater will flow rapidly down 17th Street much like a running river. The expansion of the capacity of storm sewer inlets and pipes would significantly reduce flooding of streets and adjacent properties within the Locust Street Drainage Subarea.

### Relationship to Other Projects

This project is Phase 12 of the Bee Branch Watershed Flood Mitigation Project. The Bee Branch Watershed Flood Mitigation Project phases are as follows: Phase 1 - Carter Road Detention Basin; Phase 2 - W.32nd Street Detention Basin; Phase 3 - Historic Millwork District; Phase 4 - Lower Bee Branch Creek Restoration; Phase 5 - Bee Branch Flood Mitigation Gate Replacement Project; Phase 6 - Impervious Surface Reduction (Pervious Pavement Systems); Phase 7 - Upper Bee Branch Creek Restoration; Phase 8 - 22nd St/Kaufmann Ave Storm Sewer Improvements; Phase 9 - Flood Maintenance Facility; Phase 10 - North End Storm Sewer Improvements; Phase 11 - Water Plant Flood Protection System; Phase 12 - 17th St/W. Locust Street Storm Sewer Improvements.

### Outcome

Robust Local Economy: Have the infrastructure and amenities to support economic development and growth: industrial/business parks, streets and utilities, air service and housing

### Funding Restrictions

This project is restricted to the Stormwater Construction Fund, HUD NDRC grant funds, and State Flood Mitigation Funds.

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**A. EXPENDITURE ITEMS**
- Design & Engineering: $262,500, $472,500, $340,000
- Engineering Services: $87,500, $156,500, $121,000
- Construction: $1,900,000, $4,620,980, $3,320,000

**B. PROJECT FINANCING**
- Federal Grant: $2,250,000, $350,000
- Stormwater Construction Fund: $2,250,000, $350,000
- State Flood Mitigation: $2,250,000, $350,000

**TOTAL**
- $2,250,000, $5,249,980, $3,781,000

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Storm Sewer Capacity Improvement Project
17TH ST. / W. LOCUST

Construction Schedule

W. Locust Street to Rosedale Avenue: Construction in 2019-2020

Heeb Street to W. Locust Street: Construction in 2019

Pine Street to Bee Branch Creek: Construction in 2019

Elm Street to Heeb Street: Construction in 2018 & 2019

Pine Street to Elm Street: Construction Complete in 2017