

REQUEST FOR PROPOSAL (RFP)



ISSUE DATE: January 17, 2024
CONTACT: Maxwell O'Brien
PHONE NO: 563-690-6034
EMAIL: mobrien@cityofdubuque.org

SUBMIT PROPOSAL/OFFER PRIOR TO:
CLOSING DATE: February 8, 2024
CLOSING TIME: Before 2:00 P.M. (local time)

SUBMIT TO:
See Section 8.0
FAX NOT ACCEPTED

DESCRIPTION:

Kerper Boulevard Lift Station Project

RECEIPT OF PROPOSALS

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:

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CITY OF DUBUQUE ENGINEERING DEPARTMENT

REQUEST FOR PROPOSAL

*Kerper Boulevard Lift Station Project
City of Dubuque, Iowa*

January 17, 2024

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RFP ORGANIZATION

Kerper Boulevard Lift Station Project City of Dubuque, Iowa

January 17, 2024

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Kerper Boulevard Lift Station Project
City of Dubuque, Iowa



Consultant Professional Services
Request for Proposal

January 17, 2024

1.0 INTRODUCTION

The City of Dubuque, Iowa is soliciting competitive sealed proposals from professional consulting firms to evaluate the existing collection and pumping systems that transport sanitary sewage in the Kerper Boulevard Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure, and to design and construct the lift station replacement. The City also prefers that the Consultant be responsible for supervising any work that may be sub-contracted, including third party inspection firms. Based on written recommendation and agreement between the Consultant and City, the City shall enter into sub-consultant contracts independent of this contract if required.

The City anticipates bidding this project in November 2024 with a final project completion date of September 2025. The selected Consultant will be expected to complete the contracted scope of work within the specified timeframe under the general direction of the identified City project manager, in Section 7.0 of this document, as authorized by the Dubuque City Council. The project will require coordination with the City's Engineering and Water Resource Recovery Center (WRRC) Departments.

2.0 BACKGROUND

In October of 2023, the City Council approved the disposal of 5.25 acres of City property located at the corner of Kerper Boulevard and Hawthorne Street to Union at the Marina, LP and approved a development agreement with same. Per the agreement, Union at the Marina, LP will construct buildings with 201 residential units at an aggregate cost of approximately \$45.7 million. And that they will use reasonable efforts to start construction of the improvements within six (6) months of the closing date.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The existing lift station cannot be upgraded to accommodate the additional flows from the proposed development, or to accommodate existing and future flows within the service area limits, within the constraints of the existing structure. Therefore, a new lift station is proposed near the existing facility. When complete, the existing lift station would be decommissioned.

Additionally, the Track Line sanitary sewer system located between Garfield Avenue and the railroad tracks from Fengler Street to Hawthorne Street has been identified as high risk infrastructure. Due to the proximity to the railroad, access to the Track Line sewer is insufficient to adequately inspect, clean, or rehabilitate the existing sanitary sewer and the City desires to evaluate alternatives to relocate this sewer. The proposed Kerper Boulevard Lift Station replacement may be designed to accommodate a significant portion of flows from the existing Track Line sewer system, providing the City with the opportunity to redirect flows and to abandon the failing Track Line sewer in future phases as funding allows.

Flow from both the Kerper Boulevard Lift Station and the Track Line sewer system convey to the downstream Kerper Court Lift Station and there will be no changes to the downstream flow conditions at the Kerper Court Lift Station included as part of this project. According to existing records, the existing Kerper Boulevard Lift Station has a firm design pump capacity of 200 gpm (~0.3 MGD). On September 1, 2023, staff conducted a draw down test at the existing lift station. Based on the field investigations, the observed average influent flow rate was 27 gpm (~0.04 MGD) and the average discharge pumping rate was 247 gpm (~0.36 MGD) at the time of the draw down test. City staff has also been collecting gravity flow meter data in various locations within the Kerper Court Lift Station sewer service area that will be available for use during these evaluation and design efforts.

3.0 PROJECT OBJECTIVE

General Information:

The City is seeking a consultant to evaluate the existing collection and pumping systems that transport sanitary sewage in the Kerper Boulevard Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure, and to design and construct the lift station replacement. The major scope items to be included in the proposal listed below are further explained in Section 4.0 of this document:

- 4.1: Project Management
- 4.2: Facility Plan Preparation
- 4.3: Design & Project Document Preparation
- 4.4: Bidding Assistance
- 4.5: Construction Administration
- 4.6: Construction Inspection

Critical Success Factors:

- Active project management and task completion and coordination by the consultant for the entire project. Maintain project schedule.
- A realistic strategic facility plan for more effective use of available sewer funds for capital improvement projects.
- An understanding of transparent and verifiable standards in the water and sewer pipe industry. Credible information that can be communicated to the public and stakeholders.

Desired Project Schedule:

| | |
|---|---|
| RFP Issued: | January 17, 2024 |
| Questions Due: | February 2, 2024 |
| Response Addendum Due: | February 6, 2024 |
| Proposals Due: | February 8, 2024 |
| Committee Review & Shortlist: | February 12, 2024 thru February 13, 2024 |
| <i>Shortlist Interviews:</i> | <i>February 19, 2024 thru February 20, 2024</i> |
| <i>(If determined to be necessary by the Review Committee – See Appendix A)</i> | |
| Recommendation to City Manager: | February 23, 2024 |
| City Council Approval: | March 4, 2024 |
| Executed Contract: | March 18, 2024 |
| SRF Facility Plan Submittal Due: | June 1, 2024 |
| Final Contract Documents Complete: | October 1, 2024 |
| All Permits Acquired: | October 1, 2024 |
| Council Initiate and set Public Hearing: | October 7, 2024 |
| Bid Advertisement: | October 9, 2024 |
| Public Hearing: | October 21, 2024 |
| Bid Opening: | November 7, 2024 |
| Bid Award: | November 18, 2024 |
| Construction/Contract Start: | December 2, 2024 |
| Construction End: | September 1, 2025 |

The Consultant may choose to submit a modified project schedule as part of the proposal submittal for Section 4.1 (Project Management - Schedule) of this document that would improve the results of this project.

4.0 PROJECT SCOPE OF SERVICES

The Consultant's focus will be to evaluate the existing collection and pumping systems that transport sanitary sewage in the Kerper Boulevard Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure located along the Track Line sewer interceptor, and to design and construct the Kerper Boulevard Lift Station replacement. Also included is the design of the new lift station SCADA system and integration at WRRC.

The consultant should not feel constrained to the scope of services as outlined herein. Consultants are encouraged to include any ideas to improve the development of the Project as outlined and to recommend work not identified in this RFP but deemed worth considering by the consultant and the City. The negotiated scope of services may be adjusted to include items not listed, if it is determined that additional factors need to be investigated and addressed in the project development and design process.

The Consultant should demonstrate in the RFP response how they are best qualified to satisfy the Scope of Services as described in the following sections.

4.1 PROJECT MANAGEMENT

- The Consultant shall designate a Project Manager who will work with and coordinate with the City's designated Project Manager for this project. This will provide a single point of contact between the City and the consultant. The Consultants Project Manager shall serve as the primary point of contact for all exchange of information between the City and the sub-contractors related to the items listed under the consultant's scope.
- Task List: The Consultants Project Manager shall maintain an updated, Work Breakdown Structure (WBS)/task outline for the duration of the project. The WBS shall contain line items for all major deliverable components of the project and any significant subcomponents along with the budgeted amount of the fee associated with each task listed. Project Management shall be listed as a separate task on the WBS. The Project Manager shall track on the WBS the amount of work accomplished for each task that is listed. A copy of the WBS shall be submitted to the City on a monthly basis by electronic mail, or as necessary to facilitate the project.
- Schedule: The Consultants Project Manager shall maintain an updated critical path project schedule for the duration of the design phase based on the tasks listed in the WBS. The Project Manager shall be responsible for reviewing and monitoring the sub-consultant's project schedule during construction. An updated electronic copy of the project schedule should be submitted once a month. This submittal is required during the duration of the project.

- Budget: The Project Manager shall coordinate with the City to maintain an updated Total Project Cost (TPC) budget for the duration of the project. The budget shall include estimated consultant and vendor fees, construction costs, and all direct costs and reimbursable expenses for the Consultant, Sub-consultants, and the City.
- Progress Report: During the project, the Project Manager shall submit to the City a bulleted progress report for the project on a monthly basis. The summary shall only contain a list of what was accomplished during the previous period, what is expected to be accomplished in the next period, scope changes, budget status, schedule status, issues and concerns, and input needed from the city. The summary shall be submitted by electronic mail and be approximately a single page in length.
- Site visits and Consultations: The Consultant's Project Manager and design team shall meet with City representatives to review project scope and complexity, design criteria, related requirements, view existing conditions, and gather additional data from the City files and previously prepared reports. Additional consultations shall, where necessary, clarify the technical requirements and objectives of the design contract.
- Quality Assurance Quality Control (QAQC): The Consultant shall have a formal written QA/QC program in place for the full duration of the project. The written program will be submitted to the City at the project kick-off meeting for review. Upon request from the City and at any time throughout the project, the Consultant shall provide documentation to the City that verifies the QA/QC program is being actively utilized and followed.

4.2 FACILITY PLAN PREPARATION

The consultant will advance and complete the analysis of the Kerper Boulevard Lift Station sewer service area to replace the existing lift station and to address high risk infrastructure located along the Track Line sewer interceptor as outlined in the items and tasks listed below:

- The consultant will prepare a facility plan document showing the results of the analysis for the Kerper Boulevard Lift Station sewer service area to include:
 - Sewer service area analysis for required sanitary sewer gravity main, force main, and lift station sizing in accordance with the requirements of Chapter 11 of the Iowa Wastewater Facilities Design Standards and the SUDAS Design Manual.
 - Preliminary (30%) lift station basis of design and cost estimate, with a description of the alternatives evaluated.
 - Description of the alternative utility corridors evaluated for the phased relocation of the Track Line sewer interceptor, with budgetary level cost estimates for each phase.
- The consultant will aid City staff in the development and submittal of Clean Water State Revolving Fund (CWSRF) Intended Use Plan (IUP) Application for the construction loan

submittal deadline (see SRF website for list of dates - <https://www.iowasrf.com/drinking-water-loan-program/>).

- Construction loan application will be for the lift station phase of the facility plan only. Future phases of the gravity relocations to address the Track Line sewer interceptor identified in the facility plan will be completed at a later time as funding allows.
- Preliminary schematics of the existing and proposed sewer service area for the Kerper Boulevard Lift Station showing the limits of the Track Line sewer interceptor have been provided in Appendix E for consultant reference.

4.3 DESIGN & PROJECT DOCUMENTATION PREPARATION

The Consultant will advance and complete the design of the Kerper Boulevard Lift Station replacement and associated site civil work, as outlined in the items and tasks listed below:

- The consultant will prepare construction drawings, in accordance with the SUDAS Design and Specifications Manuals and the City's supplemental requirements, for the complete design of the new lift station, vaults and appurtenances, lift station SCADA System and integration at WRRC.
- The technical specifications for lift station will be in accordance with the City's Supplemental Specifications, including Section 12,010 - Minor Wastewater Lift Station. The Consultant will prepare and provide any additional technical specifications as necessary. The City will provide the standard City contract documents and SRF frontend documents.
- The consultant will prepare a cost estimate for the all components of the lift station and site design project. The estimate will be a lump sum dollar amount for each item. The consultant will also prepare a detailed estimate breakdown of each item, for use in a schedule of values. The consultant will use the City's standard project workbook for the estimate.
- The consultant will obtain any survey and geotechnical investigations required for the design of the lift station.
- The consultant will obtain all permits required for construction. Anticipate inclusion of regulatory review submittals to be required (60% IDNR, 90% City Development Review Team and IDNR).

- The consultant will prepare the final construction documents, incorporating all addenda. The scope of services is subject to change and prioritization amendments following discussion and clarification upon the successful hire of the Consultant.
- A preliminary layout of the Kerper Boulevard Lift Station replacement and sample City lift station plans have been provided in Appendix E for consultant reference.

4.4 BIDDING ASSISTANCE

The professional consultant will assist the City during the bidding process with the City being the primary point of contact during bidding. The City will direct questions to the consultant as necessary. Addenda related to the Consultant's scope will be developed by the consultant and published by the City. The consultant will attend a pre-bid conference and assist the City with evaluating the bids.

4.5 CONSTRUCTION ADMINISTRATION

- Review and approve shop drawings and samples, the results of tests and inspections and other data which contractor(s) is required to submit for conformance with the design of the project and compliance with the information given in the final plans and specifications and the contract documents; determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees and certificates in accordance with the final plans and specifications and contract documents.
- Make bi-weekly site visits to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine if the work is proceeding in accordance with the final plans, specifications and the contract documents. The Engineer's efforts will be directed toward providing assurance for the City that the completed project will conform to the final plans and specifications and to the contract documents. During such visits and on the basis of its on-site observations, the Engineers shall determine the progress of work for monthly progress payments, endeavor to guard against defects and deficiencies in the work of the contractor(s), notify the City of any observed defects or deficiencies in the work of the contractor(s), and shall disapprove or reject work as failing to conform to the final plans and specifications or contract documents. Develop and provide change orders to the City for execution with the contractor(s).

4.6 CONSTRUCTION INSPECTION

Provide a separate amount for full time construction inspection of the items identified in the scope of services for design. Material and density testing will not be part of this contract. The City may elect to eliminate construction inspection from the scope prior to award.

5.0 USE OF CITY RESOURCES

5.1 - Requesting Use of City Resources for Preparation of the RFP Response

- All information requests shall be directed to the City's Project Manager as detailed in Section 7.0 of this request for proposals. All Consultants should note that directly contacting other City of Dubuque staff or any of the Selection Committee members shall be considered inappropriate and grounds for disqualification.

5.2 - Material Available for the RFP Response

- Written questions may be submitted by each prime Consultant that will be answered by the relevant city staff person. Questions must be submitted via email to the City's Project Manager no later than 2 PM on **February 2, 2024**. Text 563-594-8666 to confirm the City's receipt of emailed questions. Any inquiries received after this date will not be answered. Responses will be provided by **February 6, 2024**.
- See items provided in Appendix E of this document.

5.3 - City Resources Available to the Consultant for use During the Project

- The City will make staff contact/resources available in the Public Works, Water & Resource Recovery Center (WRRC), and Engineering Departments.
- The City will make GIS available for this project via a web application or GIS services.
- The City will make previously collected CCTV and Manhole Inspection Data available for this project.
- The City will make any previously developed documents pertinent to the condition, operation and maintenance, or capacity of the City's sanitary sewer system available for this project available.
- See Appendix E for additional project related data available for the Consultant to utilize.

6.0 INFORMATION TO BE INCLUDED IN THE RESPONSE

The Response should address all of the points outlined in this RFP along with any cost information and a fee schedule for the prime consultant and all listed sub-consultants. The Response should be prepared simply and economically, providing a straight-forward, concise description of the Consultant's capabilities and project experience to satisfy the requirements of this RFP.

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

A. Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's name, address, office telephone number, mobile telephone number and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

B. Index

The submittal shall contain a table of contents that delineates each section and the corresponding page number.

C. Profile of Consultant

Provide general information about the Firm, along with its areas of expertise and experience as it relates to this RFP. Describe the experience and success of the Firm in working on similar projects. State the size of the Firm, the size of the Firm's professional staff, and the location of the office(s) from where the work on this project will be performed.

Discuss the Consultant's ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with sub-consultants.

D. Scope of Services

Briefly describe the means or strategy by which the Consultant would satisfy the scope of services, listing an estimated, not to exceed, budget to complete for each of the phases.

The Consultant may also choose to submit a modified scope of services, schedule and estimate or probable cost that would improve the results of this project.

Highlight any past projects that will reflect the Consultant's unique philosophy or insight regarding its approach to this project and how this approach positively impacts the successful completion of the project.

E. Project Team Qualifications

Provide the names of all members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide a brief summary of their qualifications and experience.

Include a flow chart that shows the communication path between the City and Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all Subconsultant staff on the project team flow chart.

Provide the name and location of other subconsulting firms that would be used by the Consultant during the project and the approximate percentage of the work that would be performed by each of these firms.

In submitting the proposal, the prospective Consultant is representing that each person listed or referenced in the submittal shall be available to perform the services as described. The Project Manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix C, Section 4 - Substitution of Project Team Members.

Provide at least 3 client references (include individual contact names, email addresses, and telephone numbers) for similar projects that have been completed by the Consultant in the past five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the client reference projects.

F. Project Capacity/Workload

Discuss the Consultant's ability to integrate this project into their current workload. Include a statement to specify if the Consultant has the capacity to undertake the project or whether it intends to hire additional staff or partner with Subconsultants.

G. Quality Assurance/Quality Control

As a part of the submittal, specifically describe the quality control process that will be used throughout the project. The City expects that the majority of the QA/QC process will be performed by someone who is not an active member of the project design team.

H. Understanding of Final Contract Terms

The Proposer should provide a statement that indicates they have read and understand Appendix C – “City of Dubuque Contract Terms and Conditions” and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in the submitted proposals.

I. Certificate of Insurance

The Consultant should provide a statement indicating that they are able to meet the City's insurance requirements for professional services. (See attached Insurance Schedule J –

Appendix D.) Submittal of insurance documents as part of this RFP is not required.

J. Fees and Compensation

Provide the Fee Schedule in separate file from the proposal submittal named *2024-KerperBlvdLS-Fee_“Company Name”.pdf* (see Section 8.0 for submission requirements), inserted with the requested Firm profiles, for the prime consultant and all listed sub-consultants.

Please provide fee submittals broken out for each of the respective scope of service sections described in this document:

- 4.1: Project Management
- 4.2: Facility Plan Preparation
- 4.3: Design & Project Document Preparation
- 4.4: Bidding Assistance
- 4.5: Construction Administration
- 4.6: Construction Inspection

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

7.0 QUESTIONS AND ANSWERS

If you have any questions concerning the RFP, please submit your requests to the City's designated Project Manager. The City has made considerable efforts to ensure an accurate representation of information in this RFP. 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 RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning the RFP must be received before 2:00 p.m. CST on **February 2, 2024**. Any inquiries received after this date will not be answered. When submitting a question to the Project Manager, please include the appropriate Consultant contact information. Responses will be provided by **February 6, 2024**.

From the date of issuance of this RFP until final City award of this contract, the Proposer shall not discuss the RFP with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City's Project Manager identified in this section (Section 7.0). Violation of this requirement will be considered a violation of the rules and be grounds for disqualification of the Consultant's submittal.

Project Manager contact information is as follows:

Maxwell O'Brien
Civil Engineer
City of Dubuque
Engineering Department
50 West 13th Street
Dubuque, IA 52001

Phone: 563.690.6034 Office
563.594.8666 Mobile
E-mail: mobrien@cityofdubuque.org

8.0 SUBMISSION REQUIREMENTS

Before submitting proposals, each Consultant 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.

SUBMITTAL INFORMATION

- Submittal Deadline: **February 8, 2024** before 2:00 p.m. CST
- Submittal Location: Via email to: engineer@cityofdubuque.org
**For files exceeding 20MB, please contact City Project Manager for FTP site link.*
- Submittal Copies: Proposal: one electronic PDF file shall be provided.
Name all files using the following formats:
Proposal Submittal:
2024-KerperBlvdLS-Proposal_“Company Name”.pdf
Fee Submittal:
2024-KerperBlvdLS-Fee_“Company Name”.pdf

No external USB drive, faxed or printed submittals will be accepted.

The submittals must be a document of not more than twenty (20) numbered 8-1/2 x 11-inch pages. Any submittals exceeding 20 numbered pages may not be considered. The letter of transmittal, the front and back covers, index, dividers, or appendices will not be counted towards the total page count.

Each addendum shall be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant's responsibility to ensure that all addendums to this RFP have been received before submitting the proposals.

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

Each Consultant assumes full responsibility for delivery of the required submittal documents on or before the deadline. Any submittal received after the submittal deadline will not be considered. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the submittal.

The City of Dubuque is not liable for any costs 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 Consultants that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Upon receiving this RFP, we request that you complete the "Receipt of Proposal Acknowledgement" – "No Response Reply" information contained on the first page of this document and return it to the City's Project Manager by regular mail or email so the City can ensure that each Consultant has received this Request for Proposal.

The City of Dubuque appreciates your time and consideration of this RFP.

Sincerely,

A handwritten signature in blue ink, appearing to read "Max O'Brien".

Maxwell O'Brien
Civil Engineer
Engineering Department
City of Dubuque

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Kerper Boulevard Lift Station Project
City of Dubuque, Iowa



Consultant Professional Services
Request for Proposal

January 17, 2024

Appendix A

Consultant Evaluation and Selection Process

INITIAL EVALUATION CRITERIA

Submittals will be screened to ensure that they meet the minimum requirements of the submittal format. A selection committee will review qualifying submittals and select Consultants 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. A high level of professional competence and a proven track record in the preparation and implementation of sanitary sewer lift stations designs or similar:
 - a. Qualifications and experience of the Consultant and any Subconsultants.
 - b. Demonstration of the project team's professional expertise and technical abilities.
 - c. If a joint venture with Subconsultants, the track records of the Consultants experience working together.
 - d. Experience of the Consultant working on municipal projects.
 - e. Experience of the Consultant working on municipal projects in Iowa.
 - f. Experience of the Consultant working on sanitary sewer utility projects in Iowa.
2. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives for the project.
3. Design approach/methodology for completing the scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.
 - c. Ability of Consultant team to demonstrate initiative, motivation, and knowledge as an indication of their desire to work with the City of Dubuque.
4. Proposed schedule required to complete the project.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A selection committee may choose to interview one or all of the short-listed Consultants. Both the original submitted proposal and the results of any Consultant interviews will be used to select the final Consultant for the project. The following criteria are among those that will be used to evaluate the Consultants on the short-list.

1. A high level of professional competence and a proven track record in the preparation and implementation of sanitary sewer lift station designs or similar:
 - a. Qualifications and experience of the Consultant and any sub-Consultants.
 - b. Demonstration of the project team's professional expertise and technical abilities.
 - c. If a joint venture with Subconsultants, the track records of the Consultants experience working together.
 - d. Experience of the Consultant working on municipal projects.
 - e. Experience of the Consultant working on municipal projects in Iowa.
 - f. Experience of the Consultant working on sanitary sewer utility projects in Iowa.
 - g. Overall success of past projects completed for the City of Dubuque.
2. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives for the project.
3. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.
 - c. Ability of Consultant team to demonstrate initiative, motivation, and knowledge as an indication of their desire to work with the City of Dubuque.
 - d. Superior project management capabilities.
4. Responsiveness and compatibility between the Consultant and City:
 - a. General attitude and ability to communicate and be a high quality team player.
 - b. Ability of the Consultant to maintain a high level of direct interaction and communication with City staff.
 - c. Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - d. How the Consultant team interacts with the general public, city staff, and public officials.
5. Ability to adhere to proposed schedule required to complete the project.

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Consultant Professional Services
Request for Proposal

January 17, 2024

Appendix B

RFP Rules and Protest Procedure

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposal, 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 prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

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

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 Consultant. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals 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 is not in substantial accord with this RFPs 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 submittal 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 submittal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact 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.

Kerper Boulevard Lift Station Project
City of Dubuque, Iowa



Consultant Professional Services
Request for Proposal

January 17, 2024

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. EXTRA WORK.

The **Consultant** shall monitor the approved project budget in relation to the specific tasks included in the approved scope of work and evaluate the work effort expended as it relates to the approved budget. Should additional work be required for a task beyond the currently authorized scope and budget, the **Consultant** shall submit in writing a request for additional compensation which will be considered by the **City**. If approved by the **City**, the **Consultant** shall not commence work on the extra work until the **City** has provided written approval of the request for additional compensation.

4. 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.

5. INSURANCE.

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

6. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City** its officers, agents, and employees 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.

7. TERMINATION.

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

8. 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 Implementation. 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.

9. 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 Implementation documents due to addenda, change orders or other revisions. In the event of a conflict between the signed Implementation documents prepared by the **Consultant** and electronic files, the signed Implementation 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.

10. 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**.

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Consultant Professional Services
Request for Proposal

January 17, 2024

Appendix D
Insurance 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 Director of Finance and Budget. 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 Finance 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 the certificate. The certificate is due before the contract/agreement can be approved.
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 Director of Finance and Budget 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.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (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 |

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) 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 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

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.

| | | |
|------------|-------------------------|-----------|
| 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 Waiver of Right to Recover from Others endorsement.

City of Dubuque Insurance Requirements for Professional Services

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

| | | |
|--|--|-------------|
| D) | UMBRELLA/EXCESS LIABILITY | \$1,000,000 |
| The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City. | | |
| E) | PROFESSIONAL LIABILITY | \$2,000,000 |
| If the required policy provides claims-made coverage: | | |
| 1) | The Retroactive Date must be shown and must be before the date of the agreement. | |
| 2) | Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services. | |
| 3) | If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services. | |
| F) | CYBER LIABILITY/BREACH | \$1,000,000 |
| <input type="checkbox"/> Yes <input type="checkbox"/> 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. | | |

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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.

SPECIMEN

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

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***Consultant Professional Services
Request for Proposal***

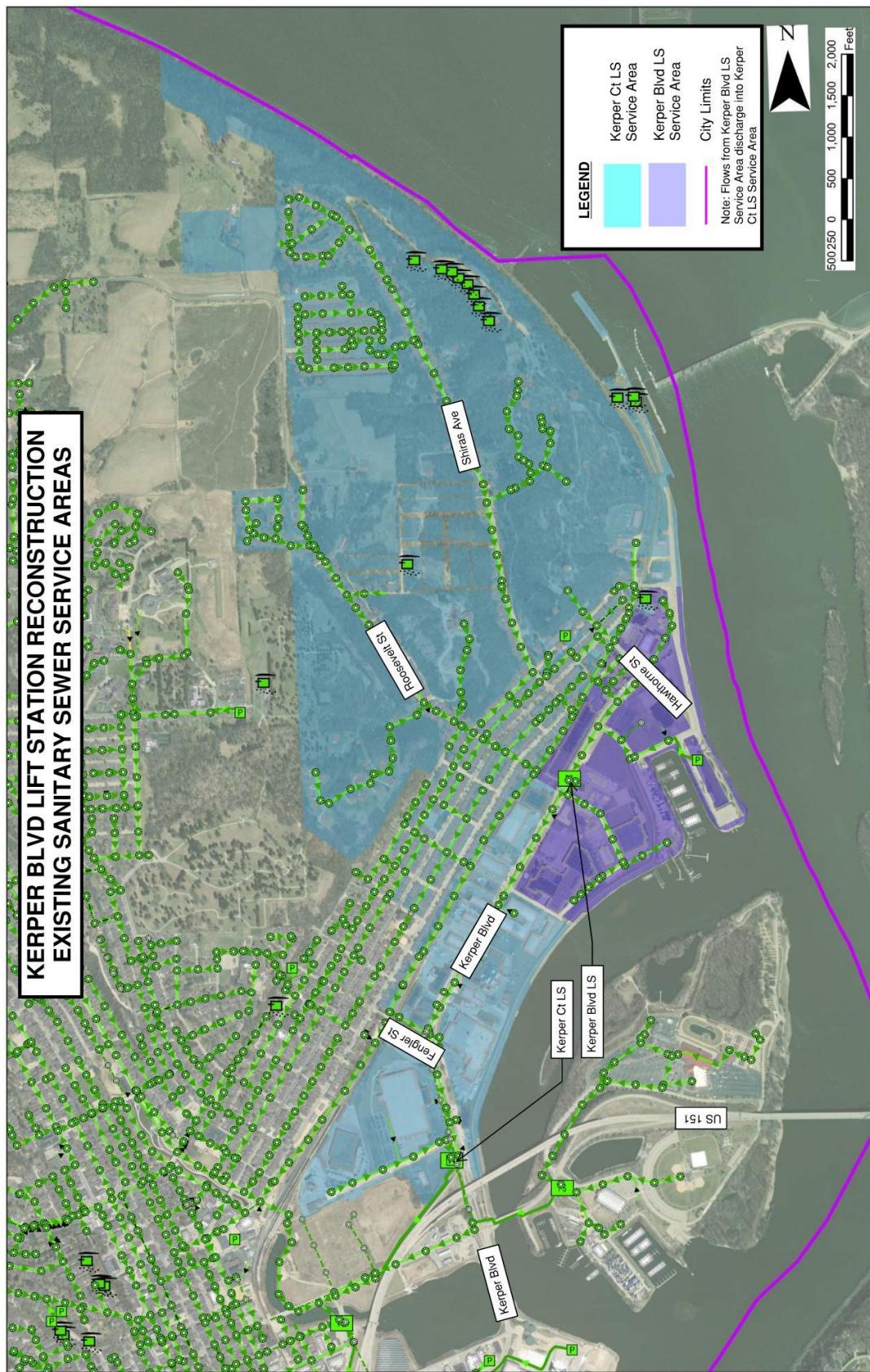
January 17, 2024

Appendix E

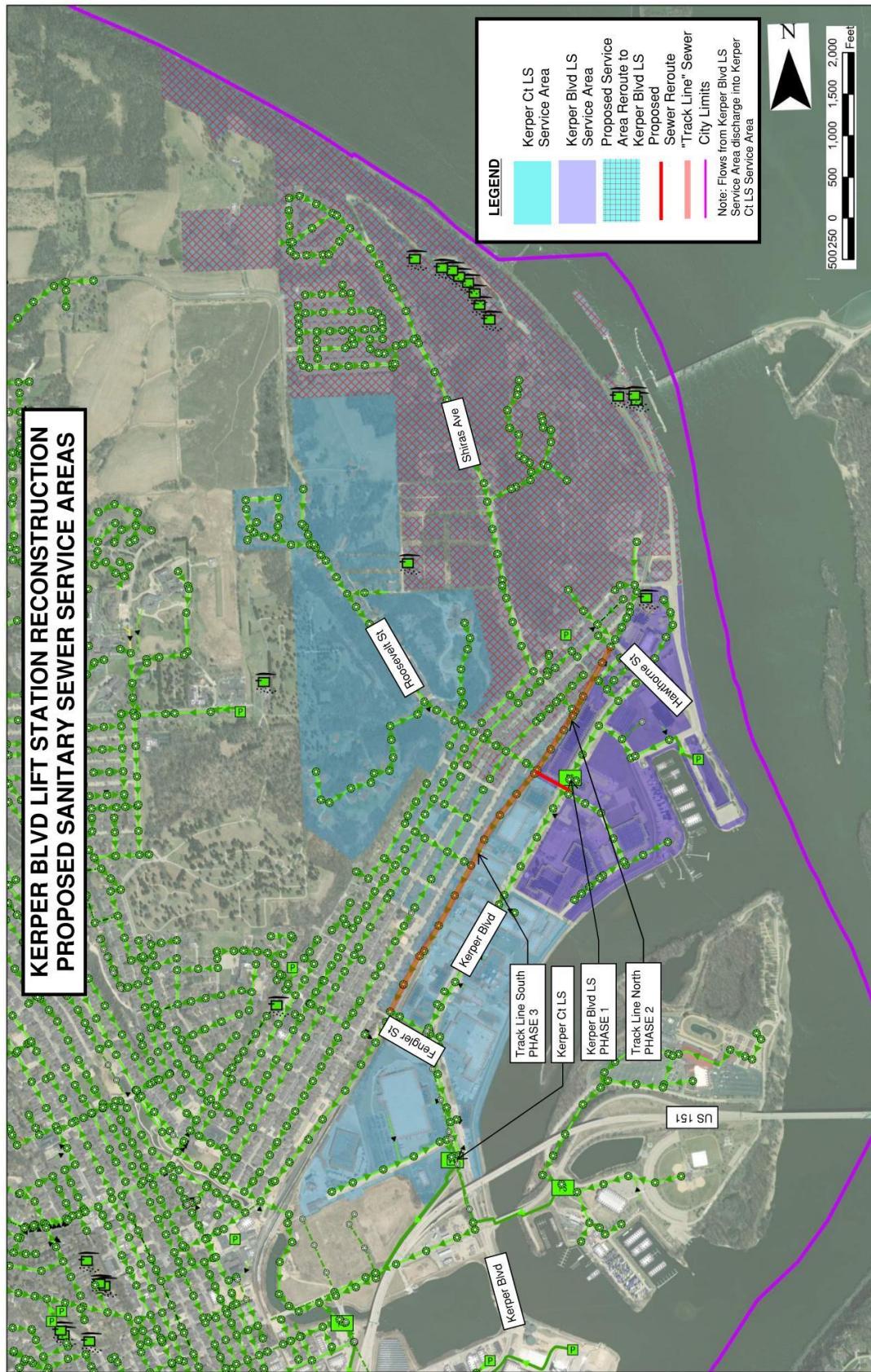
Project Related Data

- 4.2: Facility Plan Preparation
 - Existing Kerper Court Lift Station Sewer Service Area
 - Proposed Reroute within Kerper Court Lift Station Sewer Service Area
 - Existing Kerper Boulevard Lift Station Draw Down Test Results
- 4.3: Design & Project Document Preparation
 - City's Supplemental Specifications
 - Preliminary Kerper Boulevard Lift Station Replacement Layout Sketch
 - 2018 Kerper Court Lift Station Design Site Plan (for Reference)
 - 2018 Kerper Court Lift Station Design Layout (for Reference)
 - 2018 Kerper Court Lift Station Design Sections (for Reference)
 - 2018 Kerper Court Lift Station Design Details (for Reference)

Existing Kerper Court Lift Station Sewer Service Area



Proposed Reroute within Kerper Court Lift Station Sewer Service Area



Existing Kerper Boulevard Lift Station Draw Down Test Results

Average of Draw Down Test Results Below:

- **Average Pump Rate (gpm):** 249.668
- **Average Pump Duration (min):** 2.977
- **Average Depth to "On" (ft):** 16.669
- **Average Depth to "Off" (ft):** 18.566
- **Area Wet Well (sf):** 50.24

Draw Down Test #1: 8/31/2023

- Average Fill (gpm): 8.287
- Average Discharge (gpm): -260.881
- Average Pump Rate (gpm): 252.594
- Average Pump Duration (min): 2.917
- Average Depth to "On" (ft): 16.985
- Average Depth to "Off" (ft): 18.580

| Cycle #: | Pump On/Off: | Depth to Water (ft): | Time Stamp: | Δ Elev (ft): | Volume (cf): | Volume (gal): | Δ Time (hr): | Δ Time (min): | Operation: | Rate (gpm): |
|----------|--------------|----------------------|-------------|--------------|--------------|---------------|--------------|---------------|--------------|-------------|
| 1 | On | 17.830 | 7:10:00 AM | - | - | - | - | - | Not Recorded | - |
| 1 | Off | - | 7:13:00 AM | - | - | - | 0.05 | 3.00 | Not Recorded | - |
| 2 | On | 16.750 | 9:20:00 AM | - | - | - | 2.12 | 127.00 | Not Recorded | - |
| 2 | Off | 18.580 | 9:23:00 AM | -1.830 | -91.939 | -687.797 | 0.05 | 3.00 | pump | -229.266 |
| 3 | On | 16.375 | 11:03:00 AM | 2.205 | 110.779 | 828.739 | 1.67 | 100.00 | fill | 8.287 |
| 3 | Off | 18.580 | 11:06:00 AM | -2.205 | -110.779 | -828.739 | 0.05 | 2.83 | pump | -292.496 |

Draw Down Test #2: 9/1/2023

- Average Fill (gpm): 26.570
- Average Discharge (gpm): -273.311
- Average Pump Rate (gpm): 246.742
- Average Pump Duration (min): 3.038
- Average Depth to "On" (ft): 16.353
- Average Depth to "Off" (ft): 18.552

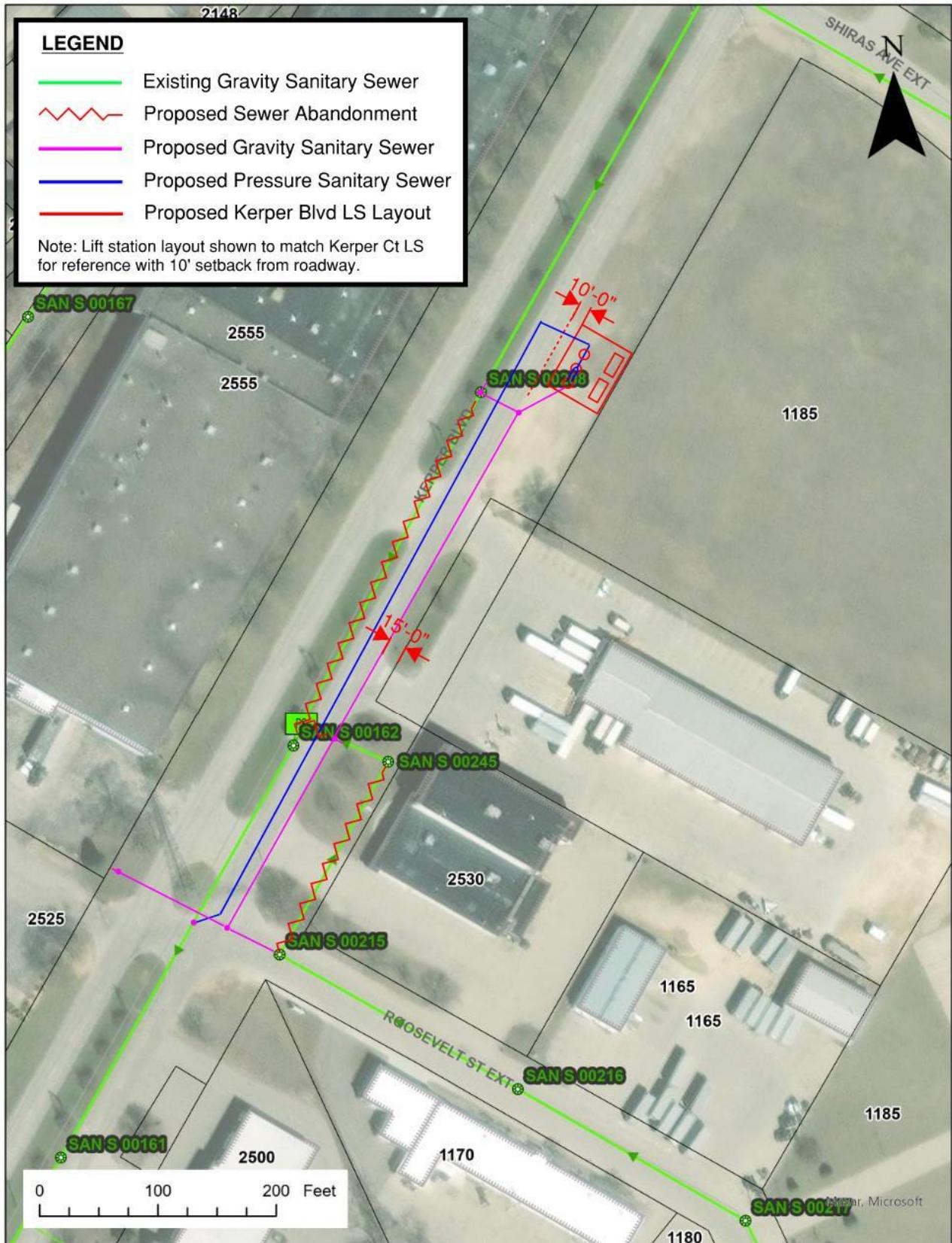
| Cycle #: | Pump On/Off: | Depth to Water (ft): | Time Stamp: | Δ Elev (ft): | Volume (cf): | Volume (gal): | Δ Time (hr): | Δ Time (min): | Operation: | Rate (gpm): |
|----------|--------------|----------------------|-------------|--------------|--------------|---------------|--------------|---------------|--------------|-------------|
| 1 | On | 16.750 | 12:38:00 PM | - | - | - | - | - | Not Recorded | - |
| 1 | Off | 18.670 | 12:41:00 PM | -1.920 | -96.461 | -721.623 | 0.05 | 3.10 | pump | -232.782 |
| 2 | On | 15.580 | 1:14:00 PM | 3.090 | 155.242 | 1161.362 | 0.55 | 33.00 | fill | 35.193 |
| 2 | Off | 18.330 | 1:17:00 PM | -2.750 | -138.160 | -1033.575 | 0.05 | 2.98 | pump | -346.450 |
| 3 | On | 16.580 | 1:45:00 PM | 1.750 | 87.920 | 657.730 | 0.47 | 28.00 | fill | 23.490 |
| 3 | Off | 18.458 | 1:48:00 PM | -1.878 | -94.351 | -705.838 | 0.05 | 3.15 | pump | -224.075 |
| 4 | On | 16.500 | 2:23:00 PM | 1.958 | 98.370 | 735.905 | 0.58 | 35.00 | fill | 21.026 |
| 4 | Off | 18.750 | 2:26:00 PM | -2.250 | -113.040 | -845.652 | 0.05 | 2.92 | pump | -289.938 |

City Supplemental Specifications

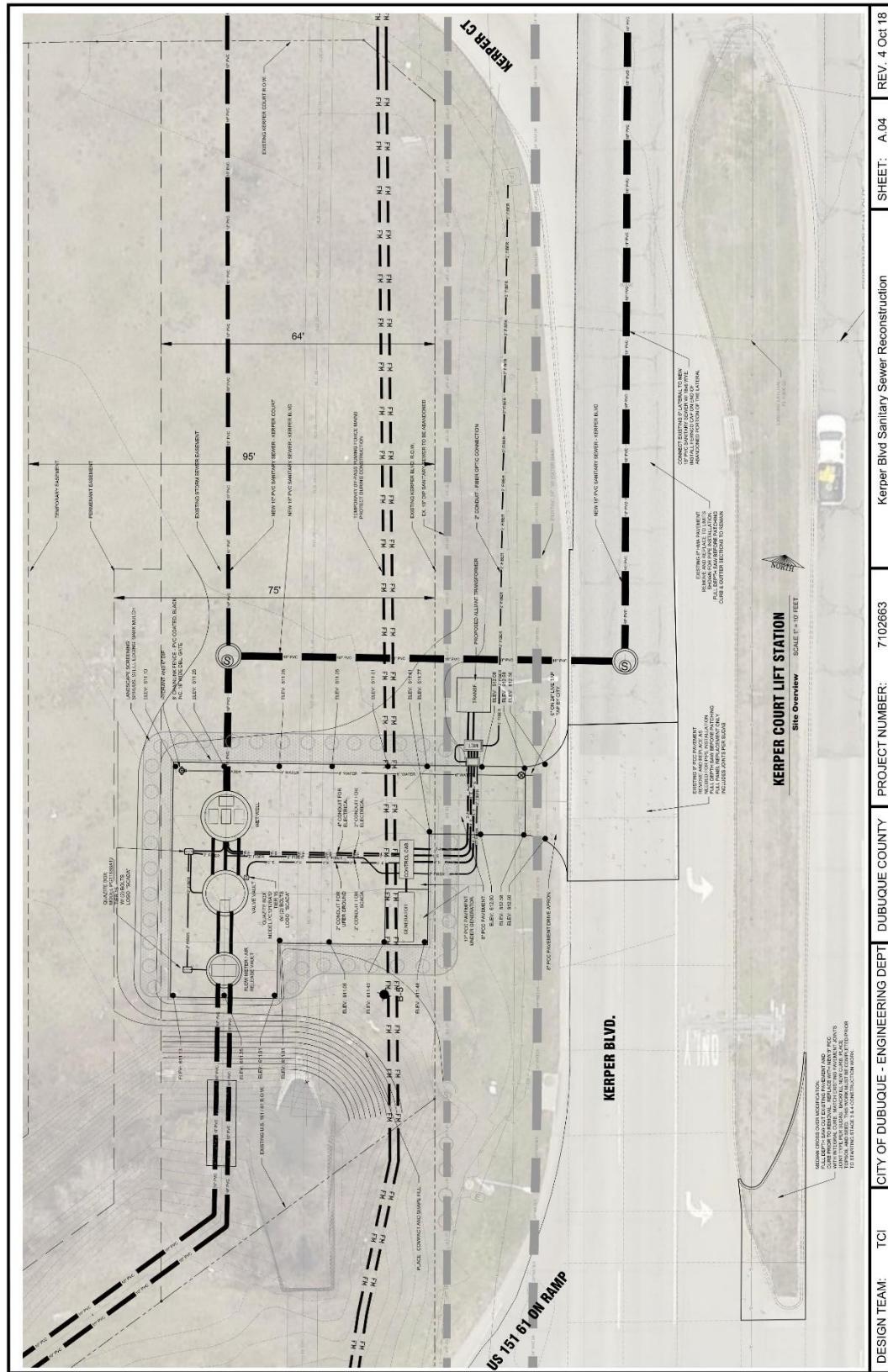
The City's Supplemental Specifications to the SUDAS Program are located at the following link: <https://www.cityofdubuque.org/2817/Resources-for-Contractors-Engineers-Deve>

Please review Section 12,010 - Minor Wastewater Lift Station for the City's requirements for City owned sanitary sewer lift stations.

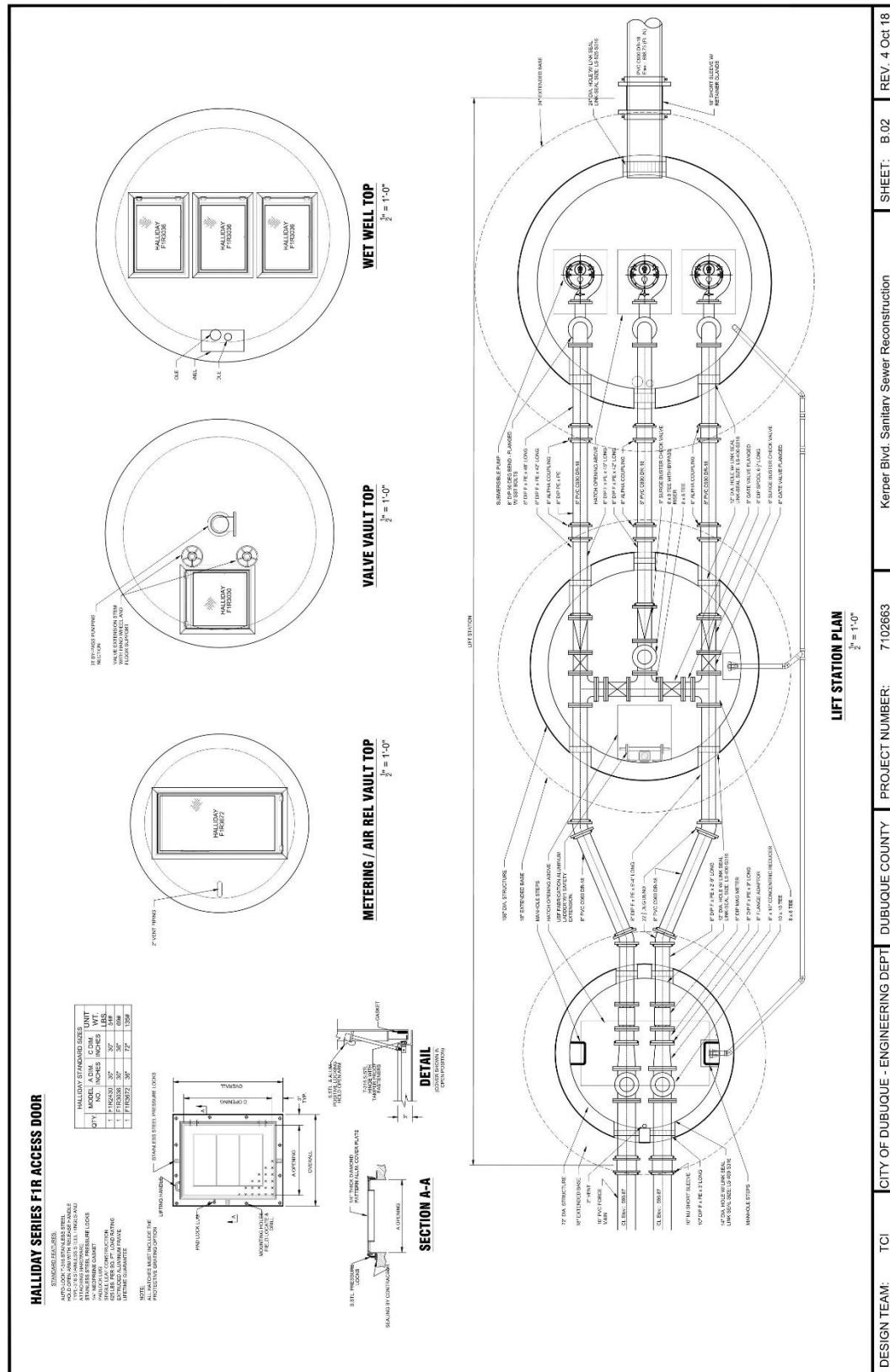
Preliminary Kerper Boulevard Lift Station Replacement Layout Sketch



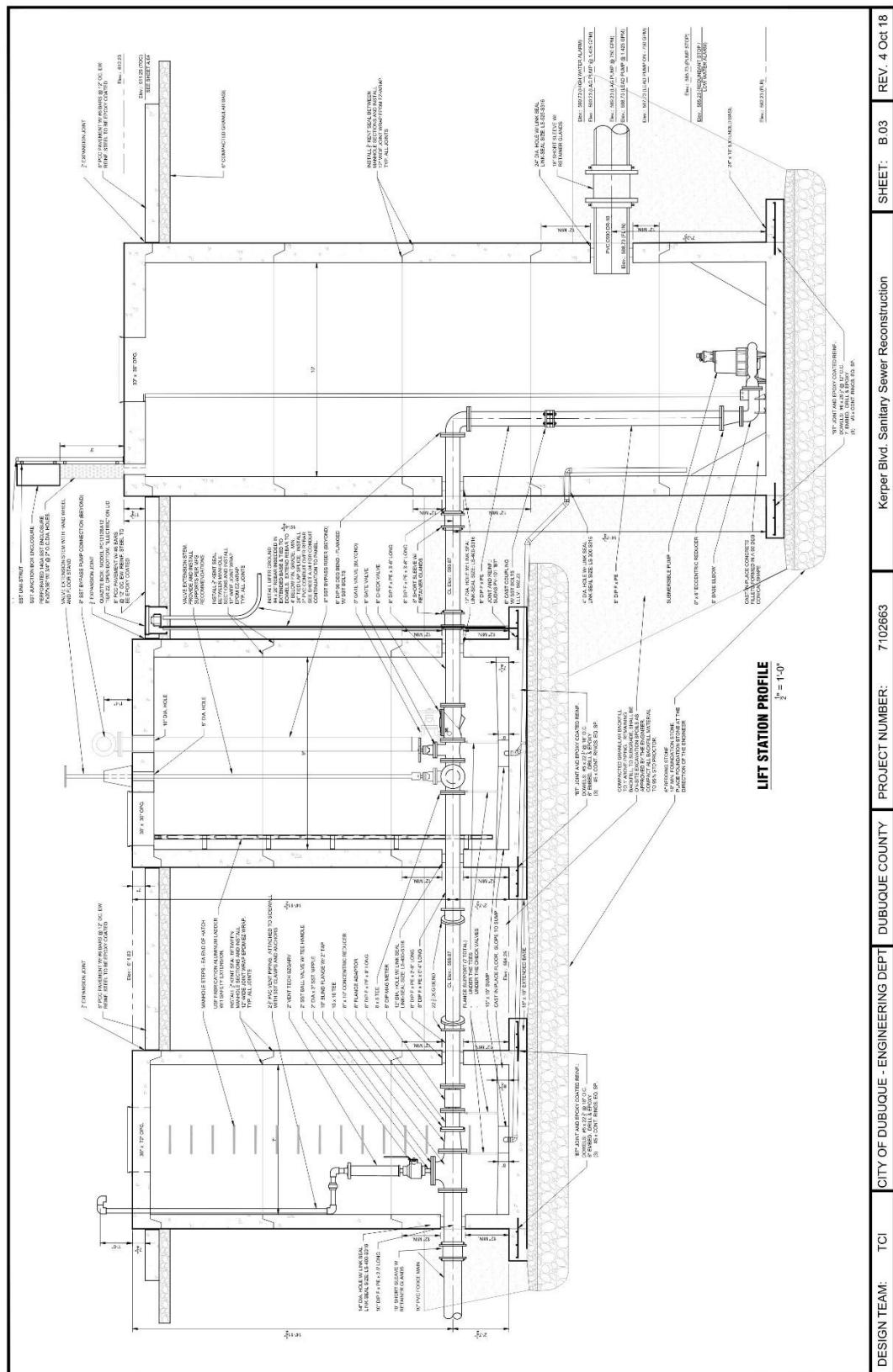
2018 Kerper Court Lift Station Design Site Plan (for Reference)



2018 Kerper Court Lift Station Design Layout (for Reference)



2018 Kerper Court Lift Station Design Sections (for Reference)



2018 Kerper Court Lift Station Design Details (for Reference)

