

CITY OF DES MOINES
ENGINEERING DEPARTMENT

REQUEST FOR PROPOSALS

**PROFESSIONAL SERVICES FOR
2019-2020 ON-CALL ENVIRONMENTAL ENGINEERING SERVICES
Activity ID 14-2019-012**

- 1. Purpose:** The City of Des Moines, Iowa, (City) is hereby soliciting consultant proposals for professional services for Fiscal Years 2019-2020 ON-CALL ENVIRONMENTAL ENGINEERING SERVICES. This request invites qualified consultants to submit proposals for accomplishments of the items of work described below under Scope of Services. Proposals shall be prepared and submitted in accordance with the requirements described in this Request for Proposals (RFP). The City is interested in selecting multiple consulting firms to provide on-call City-wide environmental engineering services, as needed. Once the firms are selected, individual professional services agreements (see Attachments 4 and 5) will be negotiated for individual projects, as projects are identified. Specific environmental engineering tasks for identified projects for this RFP will be defined by an individual scope of work and cost estimate prepared for each specific task/project. The cost estimate for each specific task/project will be based on an hourly not-to-exceed fee amount.

On-call professional services selection will be effective for a period of two years, through June 30, 2021.

There is no specific allocated dollar amount dedicated or assigned to anticipated tasks or projects to be accomplished. The City does not guarantee a set amount of work or agreement value for potential services.

- 2. Project Description:** The City is interested in selecting multiple consulting firms to provide on-call City-wide environmental engineering services, as needed. In general, the City will work with the selected firms on a project-by-project basis to determine the types of services required on a specific project. The consultants are expected to be able to provide on-call environmental engineering services as required. The services performed by the consulting firms may include, but are not limited to: Investigating past and present site usage to determine the potential for the presence of regulated materials either through completing a full or limited Phase I Environmental Site Assessment in accordance with the latest ASTM E 1527 standard; Conducting Phase II Environmental Site Assessments in accordance with the latest ASTM E 1903 standard to identify, locate and quantify the existence of regulated materials; investigating Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) sites as well as abandoned tanks that may be encountered at City Construction sites along with developing specifications or urgent response plans for mitigation or disposal of materials according to Iowa's Risk Based Corrective Action (RBCA) and Tier 1 guidance; also investigating contaminated sites according to Iowa's Risk Based Corrective Action (RBCA) including requirements for RCRA 8 metals, developing remediation or disposal specifications and response plans and arranging for appropriate disposal and filing of required Iowa Department of Natural Resources (IDNR) or Environmental Protection Agency (EPA) forms.

- 3. Proposal Submission:** Responses to the RFP must be received by the City of Des Moines as follows:

Due Date: **Thursday, June 6, 2019**

Time: **Prior to Noon**

Deliver To: Steven L. Naber, P.E.
City Engineer
City Hall, 2nd Floor
400 Robert D. Ray Drive
Des Moines, IA 50309

Number of copies: **5 hard copies and one electronic (.pdf format on USB or CD drive)**

During the proposal evaluation, the City reserves the right to request additional written information to assist in the evaluation of proposals.

Proposals and written responses to the City's request for additional information shall be signed by the proposer (if an individual), by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

Upon receipt, the proposals shall become the property of the City of Des Moines for disposition or usage by the City of Des Moines at its discretion.

- 4. Proposal Content:** To standardize responses and simplify the comparison and evaluation of responses, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the proposal under a single cover. The proposal length shall be limited to a maximum of 15 single-sided pages total, including resumes, but not including dividers, covers, and appendices requested below. Minimum font size shall be ten (10) point.
- a. Business Organization. The full name and address of the firm's organization and the branch office that will perform the services described herein shall be stated. The Principal-in-Charge of the branch office shall be identified. A statement shall be included from the firm that to the best of its knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the City of Des Moines. A statement shall be included that the Insurance and Indemnification Requirements included as Attachment 1 have been read and understood; and will be accepted by the Consultant without modification upon entering into an agreement with the City of Des Moines.
 - b. Technical Approach and Scope of Work. Provide the planned approach in providing the services requested, including the use of subconsultants (if needed), the firm's ability to provide on-call environmental engineering services, who will be the firm's main point of contact and/or how the firm will serve the City, and familiarity with relevant local and regional issues.
 - c. Related Technical Experience. Descriptions of one(1) Limited Environmental Site Assessment(ESA), one(1) Phase I ESA investigation, One(1) Phase II ESA Investigation, two (2) UST/LUST investigation and response or disposal projects, and two (2) contaminated site projects with response plans and Site Cleanup Reports(SCRs). The project descriptions must contain the scope of services performed, location and reference (contact person). Provide one sample only of a Limited ESA, one sample only of a UST/LUST investigation and disposal project and one sample only of a contaminated site soil and groundwater response plan.
 - d. Project Staffing and Organization. Qualifications of the project manager and personnel who will be performing the work, including anticipated subconsultants, with specialized skills shall be highlighted. A list of subconsultants that will be used (if any) and the work they will perform. See 'Attachment 2 Scope of Services' under the 'General' section for minimum qualifications. Resumes for all key personnel listed shall be included and show the following:
 1. Name, specialty, and job title
 2. Years of relevant experience with firm (and previous employers)
 3. Academic degree(s), discipline, and year degree(s) received
 4. Professional registrations
 5. Office location where employed
 6. A synopsis of experience, training or other qualities that reflect the individual's related experience and expected contribution to the project.
 - e. Timely Completion of the Project. Discuss the consultant's and anticipated subconsultant's current workload and its ability to provide on-call environmental engineering services as tasks/projects come up.
 - f. Standard Hourly Billing Rates. Provide standard hourly billing rates for personnel classifications that would likely be providing anticipated services described.

g. Additional Information. Provide any additional information regarding your firm's experience and capabilities that you feel would be important to the success of the project.

5. **Presubmittal Conference:** A presubmittal conference will not be held. All questions on the Request for Proposal shall be directed to the Contact Person listed below.
6. **Insurance Requirements:** Attachment No. 1, Insurance and Indemnification Requirements, describes the minimum insurance the consultant must have in order to enter into a professional services contract with the City of Des Moines. All firms that submit proposals in response to this RFP will be required to accept and comply with Attachment No. 1, Insurance and Indemnification Requirements if selected. These requirements are not subject to negotiation.
7. **Form of Contract:** The City of Des Moines' standard forms of contract will be used for professional services agreements as projects are identified. A copy of the standard forms of contract are included in Attachments 5 and 6.

The contents of this RFP, of a proposal submitted in response thereto, and of the City's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful proposer and accepted by the City, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.

8. **Scope of Services:** A proposed Scope of Services is included as Attachment 2. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as a part of the final professional services agreement(s), but is intended to provide general information to firms wishing to submit proposals. It is the intent of the City to draw upon the expertise and experience of firms submitting proposals as to their recommendations as to exact tasks of work to accomplish City goals. The City will negotiate the detailed Scope of Services with the successful firms as individual tasks/projects are identified, should the City elect to proceed with the projects.
9. **Contact Person:** Any questions concerning the proposals should be directed to Bruce Rydberg, PE, Civil Engineer II and Environmental Coordinator, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, Iowa 50309, Phone (515)283-4074, Email BKRydberg@dmgov.org
10. **Proposer Questions, and Requests for Clarification or Interpretation:** After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who have questions regarding the RFP, or who object to any term, provision, or requirement of the RFP, or who desire clarification or interpretation of any term, provision, or requirement of the RFP, may submit such questions, objections, or requests for clarification or interpretation to the Contact Person named above no later than seven calendar days prior to the proposal due date. Such questions, objections, requests for clarification or interpretation shall be submitted in writing and shall clearly identify the individual or entity submitting same, including the name, address, telephone number, FAX number and e-mail address, if any, of such person or entity.
11. **City's Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation Issuance of Addenda to RFP:** Steven L. Naber, P.E., City Engineer, will respond in writing to all questions, objections, requests for clarification or interpretation presented to the City as provided above. Only the City's written responses shall be considered the City's official response binding upon the City. In addition to making a written response, the City may issue addenda amending the RFP by changing, deleting, or adding terms, provisions, or requirements to the RFP.

Written answers to all written inquiries will be sent to all firms that have been sent this RFP and posted on the City website at https://www.dsm.city/departments/engineering - division/prof_services_rfps.php

In no case will verbal communications override written responses or requirements of this RFP.

12. **Proposer's Communications with City Officials and Employees Restricted – Proposers Prohibited from Attempting to Improperly Influence City Officials or Employees – Violation May Be A Crime- Violation May Result in Rejection or Return of Proposal:** After issuance of an RFP by the City, persons or entities

who intend to respond to such RFP by submission of a competitive proposal, and who desire to pose questions, objections, requests for clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to contact or communicate with, in writing, electronically, or orally, any City official or employee other than the designated contact person. After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not contact or communicate with, in writing, electronically, or orally, any City official or employee in an attempt to gather information which would be helpful in responding to the RFP, or in an attempt to influence the City's consideration of its competing proposal. In addition, the City may refuse to accept or may return the proposal of any person or entity determined to be in violation of this provision. Contacting other selection committee members will be considered inappropriate and may lead to a loss of Selection Criteria points or disqualification, at the discretion of the City Engineer.

- 13. Cost of Responding to this RFP:** The City will not pay for any information requested in the RFP or any cost incurred in submitting proposals, responding to additional questions, or participating in the interview process.
- 14. Evaluation and Selection Process:** Proposals will be evaluated by a selection committee established by the City using the Selection Criteria included in Attachment 3 to identify the firm or firms best qualified to meet the City's needs on this project. The firms deemed best qualified by the selection committee will be invited for additional presentations and interviews. However, the City reserves the right to request interviews of any, all, or none of the consultants.
- 15. Rejection of Proposals:** The City reserves the right to reject any or all proposals in whole or in part and to waive irregularities in proposals received.

All firms submitting proposals will receive a written response from the City as to which firm the City selected to proceed with contract negotiation and award for services related to this RFP.

- 16. City Council Consideration of Evaluation and Selection Committee Recommendation as to Best Proposal – Opportunity for Input by the Public:** When the evaluation and selection committee's recommendation comes before the City Council for consideration, the City Council may request that the proposer whose proposal is recommended for selection appear before the Council to give a presentation or to answer questions regarding its proposal. Competing proposers will not be allowed to speak at that time unless a prior request has been made by such a proposer and permission to speak granted by the Mayor, or unless a City Council member requests that the competing proposer be allowed to speak and the Council consents to such request. Members of the public may likewise be allowed to speak regarding the selected proposal.

The City reserves the right to select another consultant to complete the Scope of Services if at any phase of project development the City determines that the selected consultant is not performing work in accordance with executed engineering services agreements.

- 17. Award of Contract:** Award of contract, if any, will be to the consultant deemed best qualified by the City, in accordance with the selection criteria, to perform the services outlined in this RFP.
- 18. Assignment of Contract Prohibited Unless Approved in Writing by the City:** No contract awarded pursuant to RFP shall be assignable by the successful proposer without the written consent of the City Council.
- 19. Statutes and Rules:** Chapter 2, Municipal Code of the City of Des Moines, contains policies and procedures for procurement under which this request for proposal is issued. The terms and conditions of this bid or request for proposal, the resulting contract or purchase order or activities based upon this bid or request for proposal shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this bid or request for proposal and resulting purchase order or contract. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the City of Des Moines.

20. Proposals Not Confidential: Proposer Requests for Confidentiality Under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content: Under Chapter 22 of the Iowa Code, “Examination of Public Records”, all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of “confidential records”. Under this provision, confidential records are to be kept confidential, “unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information”. Among the public records which are considered confidential under this Iowa Code provision, are the following:

3. Trade secrets which are recognized and protected as such by law.
6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions 3. and 6. (noted above). If a responding individual or company in good-faith reasonably determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination. Proposer shall be responsible for all costs relating to a declaratory judgment or injunctive action, including the payment of any damages assessed and attorney fees and litigation expenses awarded.

If the process for selecting the best proposal includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure; if not otherwise determined confidential as above provided.

21. Contract Compliance: All firms that submit proposals in response to this RFP agree to comply with the requirements of the City of Des Moines Contract Compliance Program, which is available from the City Engineer upon request or may be viewed at the following website: <https://dsm.city/ContractComplianceProgram> , and has been viewed by the Consultant.

ATTACHMENT 1

CITY OF DES MOINES, IOWA PROFESSIONAL SERVICES – CONSTRUCTION DESIGN

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, subconsultants and others under the control of Consultant. The term "CITY" means the City of Des Moines, Iowa and its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Consultant shall purchase and maintain insurance to protect the Consultant and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Consultant shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the CITY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. PROFESSIONAL LIABILITY INSURANCE: The Consultant shall procure and maintain Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate.

D. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. To the extent available, the Professional Liability Insurance policy shall also include Contractual Liability coverage. The CITY shall not be included as an Additional Insured on either policy.

E. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance and Professional Liability Insurance policies shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***

F. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Consultant hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf,

from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.

G. PROOF OF INSURANCE: The Consultant shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***

H. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents, subconsultants and subcontractors who perform work and/or services on behalf of the Consultant purchase and maintain the types of insurance customary for the services being provided.

3. **INDEMNIFICATION REQUIREMENTS**

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

Consultant's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

Consultant expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Consultant's work

Consultant shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Consultant will observe all applicable safety rules.

For professional service agreements with a total estimated cost to the CITY of \$500,000 or more, delete the second paragraph of Section 3 above and replace it with the following:

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be asserted or claimed against, recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

ATTACHMENT 2
SCOPE OF SERVICES
for
2019-2021 ON-CALL ENVIRONMENTAL ENGINEERING SERVICES
Activity ID 14-2019-012

General: The proposed Scope of Services is not intended to be a detailed scope of work that will be required as a part of the final professional services agreement(s), but is intended to provide general information to firms wishing to submit proposals. The City will negotiate the detailed Scope of Services with the successful firms as individual tasks/projects are identified, should the City elect to proceed with the projects. The firm must have the following qualifications:

- The firm must be able to document a project history showing its ability to successfully conduct environmental services such as those listed as well as regulated materials handling and disposal services, including the handling of both hazardous and non-hazardous wastes within the Polk County area for the past three years.
- The firm must have people on staff that demonstrate a thorough knowledge of Iowa's Risk Based Corrective Action (RBCA), Iowa DNR Tier 1 Guidance, and including evaluations and disposal recommendations of RCRA 8 Metals.
- The firm must demonstrate a 3 year history of groundwater monitoring well installation and removal and include resumes of support personnel that manage the drilling crews as well as equipment that would be available on short notice for response to potential construction site contamination.
- The firm must have at least one staff person who is an Iowa Certified Groundwater Professional as outlined in 567 IAC Chapter 134.
- The firm must be capable of producing presentation quality maps, images and other pertinent data using GPS, GIS, and CADD as may be needed to evaluate the geological factors related to contamination at a site.

In general, the City will work with the selected firms on a project by project basis to determine the types of services required on a project. The consultants are expected to be able to provide on-call environmental engineering services as required. The services performed by the consulting firms may include, but are not limited to:

- Limited Environmental Site Assessment for due diligence.
- Phase I Environmental Site Assessment in accordance with the latest ASTM E 1527 standard
- Phase II Environmental Site Assessments in accordance with the latest ASTM E 1903 standard
- Investigate, remediate, and/or monitor leaking underground storage tank sites in accordance with the state of Iowa's Risk Based Corrective Action (RBCA) and Iowa DNR Tier 1 etc. Guidance.
- Investigate, develop specifications for remediation or disposal, monitor and coordinate the filing of appropriate forms and notices with the Iowa DNR or EPA for contaminated sites.
- Soil & Groundwater Environmental Contamination Response Plans.
- Installation and removal of soil and groundwater monitoring wells as outlined in 567 IAC Chapter 134
- Miscellaneous Environmental Engineering Assistance.

**ATTACHMENT 3
SELECTION CRITERIA
for
2019-2021 ON-CALL ENVIRONMENTAL ENGINEERING SERVICES
Activity ID 14-2019-012**

The consultant Selection Committee established by the City for this project will evaluate each firm in accordance with the following criteria to identify the firm or firms best qualified to meet the City's needs on this project. The firms deemed best qualified by the Selection Committee will be invited for additional presentations and interviews. However, the City reserves the right to request interviews of any, all, or none of the consultants

<u>Item</u>	<u>Description</u>	<u>Rating Ranges</u>
1.	Experience, Qualifications and Expertise Firm's experience with similar projects, qualifications and expertise of key personnel and subconsultants. Description of experience of project manager that would oversee anticipated agreement(s)	(0 – 25)
2.	Capabilities and Resources Typical workload involving equipment and key personnel that would also handle anticipated agreement(s). Availability and responsiveness of key staff (working on the project) in local area.	(0 – 25)
3.	Project Overview Convey your understanding of the RFP objectives. Describe the overall approach you will use to complete the services outlined.	(0 - 20)
4.	References Information on other organizations for which your firm has provided comparable consulting services.	(0 – 20)
5.	Quality and Thoroughness of Proposal	(0 – 10)
6.	Geographic Location of your Firm	(0 – 5)
7.	Additional Factors a. City Experience. Familiarity with local/regional issues. b. Other related information	(0 – 5)

**ATTACHMENT 4
MODIFIED PROFESSIONAL SERVICES AGREEMENT
FOR INDIVIDUAL PROJECTS UNDER \$50,000
2019-2021 ON-CALL ENVIRONMENTAL ENGINEERING SERVICES
Activity ID 14-2019-012**

**CITY OF DES MOINES
MODIFIED PROFESSIONAL SERVICES AGREEMENT
(Title of Contract)
Activity ID (Activity ID #)**

A. GENERAL PROVISIONS:

1. The City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "City", and (Consultant Company Name, President/CEO Name, Title, and Complete Address), hereinafter referred to as "Consultant", hereby enter into a Modified Professional Services Agreement for Engineering Consultant Services.
2. Under the terms of this Agreement, Consultant shall perform the following professional services for the City: (Description of the Scope of Services to be Provided). In consideration of the Consultant's provision of said professional services, the City agrees to pay Consultant a total hourly OR lump sum (delete one) fee not-to-exceed \$(Amount Included in Consultant's Proposal).
3. Any changes to this Agreement must be approved in writing and signed by the City Engineer and the Consultant, and shall become part of this Agreement and shall be binding on the City and Consultant.
4. The term of this Agreement shall commence on (Date), and all services under this Agreement shall be completed by (Date).
5. The primary contact person for the City is (Project Engineer, Phone Number, Email). The primary contact for the Consultant is (Consultant Contact, Phone Number, Email).

B. NON-DISCRIMINATION: The Consultant hereby acknowledges and agrees:

1. To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available from the City Engineer's Office or at <https://dsm.city/ContractComplianceProgram>.
2. To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
3. Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, gender identify, familial status, or disability.
4. To include this provision in all subcontracts for this project.
5. **INCLUDE IN TRANSPORTATION PROJECTS:** Consultants shall comply with Attachment 1A. The Consultant shall be subject to all terms and provisions set forth in Attachment 1A.

C. INSURANCE AND INDEMNIFICATION: The Consultant shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Consultant and City throughout the duration of this Agreement. The Consultant shall not commit any act which shall invalidate any policy of insurance. The Consultant shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Consultant shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.

IN WITNESS WHEREOF, the parties have agreed and executed this Agreement, in duplicate, as of the dates indicated below.

CITY OF DES MOINES, IOWA

(NAME OF PROFESSIONAL SERVICE PROVIDER)

Steven L. Naber, P.E.
Des Moines City Engineer
Date: _____

(Name Authorized Officer),
(Officer's Title)
Date: _____

10/10/18	For City Use Only Insurance Reviewed By _____ Dated _____
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ATTACHMENT 5
AGREEMENT FOR PROFESSIONAL SERVICES
FOR INDIVIDUAL PROJECTS GREATER THAN \$50,000
2019-2021 ON-CALL ENVIRONMENTAL ENGINEERING SERVICES
Activity ID 14-2019-012

For individual projects with engineering fees totaling greater than \$50,000, one of the following agreements will be used:

Agreement for Professional Services – Lump Sum

https://engconnect.cdmgov.org/_layouts/15/WopiFrame.aspx?sourcedoc={4E5E5998-9042-43D2-900C-06160EF9D100}&file=Agreement%20for%20Professional%20Services%20-%20lump%20sum.docx&action=default

Agreement for Professional Services – Hourly

https://engconnect.cdmgov.org/_layouts/15/WopiFrame.aspx?sourcedoc={2FD622A6-5576-4E4D-9F14-42CD550E1B4E}&file=Agreement%20for%20Professional%20Services%20-%20hourly.docx&action=default