

REQUEST FOR PROPOSALS

**PROFESSIONAL SERVICES FOR
ROADWAY RECONSTRUCTION PROJECTS
Ingersoll Avenue Activity ID 01-2019-037
Indianola Avenue Activity ID 01-2019-038
Dean Avenue Activity ID 01-2019-039**

1. Purpose: The City of Des Moines, Iowa, (City) is hereby soliciting consultant proposals for professional services to provide design and construction phase services for the following three roadway projects:

- A. Ingersoll Avenue from 42nd Street to Polk Boulevard
- B. Indianola Avenue from Army Post Road to U.S. Highway 69
- C. Dean Avenue from E. 26th Street to E. 18th Street

Consultants may submit on one or more of these projects. In the event the Consultant submits on multiple projects, only one proposal document shall be submitted, including Attachment 5, which identifies the projects for which the Consultant is submitting. If the Consultant submits on multiple projects, a separate Project Understanding, Technical Approach and Scope, and Project Staffing shall be clearly identified and provided under a separate divider for each specific project. The City may select one or more consulting firms to complete the projects.

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). Once the Consultant is selected, a contract will be negotiated based on a mutually agreed upon scope of services.

Schedule

The proposed schedules for the roadway projects are as follows:

June 28, 2019	Proposal Due Date
July 19, 2019	City staff selection of Consultant(s) to enter into negotiations for Professional Services Agreement(s) (Projects A, B, and C)
August 2, 2019	Draft Professional Services Agreement(s) due to City for Design Phase
September 9, 2019	Consideration by City Council for Approval of Professional Services Agreement(s) and Authorization to issue Notices to Proceed for Design Phase Services (Projects A, B, and C)
Calendar Year 2021	Construction on Ingersoll Avenue from 42 nd Street to Polk Boulevard
Calendar Year 2022	Construction on Indianola Avenue from Army Post Road to US 69
Calendar Year 2022	Construction on Dean Avenue from 26 th Street to E. 18 th Street

2. Project Description:

Ingersoll Avenue from 42nd Street to Polk Boulevard

Project includes a complete reconstruction of the roadway. Consultant shall work with the City to determine the preferred cross section. This project is a SWAP project and will be bid through the Iowa Department of Transportation. Tallgrass Archaeology, LLC has been contracted directly by the City to perform a cultural and historical review for this project.

Indianola Avenue from Army Post Road to US 69

Project includes a complete reconstruction of the roadway. The cross section is anticipated to be a 27-foot back-of-curb to back-of-curb roadway with turn lanes. and a multi-use trail. This project is a SWAP project and will be bid through the Iowa Department of Transportation.

Dean Avenue from E. 26th Street to E. 18th Street

Project includes a complete reconstruction of the roadway. Consultant shall work with the City to determine the preferred cross section. This project will be bid through the City of Des Moines local letting.

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

Due Date:	Friday, June 28, 2019
Time:	Prior to 5:00 p.m.
Deliver To:	Steven L. Naber, P.E. City Engineer City Hall 400 Robert D. Ray Dr. Des Moines, IA 50309
Number of copies:	5 hard copies and one electronic .PDF (on USB drive or CD)

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 Consultant (if an individual), by an officer of the proposing Consultant, or by a designated agent empowered to bind the Consultant 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 proposals must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested must be provided in the proposal under a single cover. Attachment 2 must be completed and included inside the cover of the proposal. The proposal length for one project must be limited to a maximum of 20 single-sided pages, not including Attachments 2 and 5, dividers, and covers. If the Consultant submits on two projects, the proposal length shall be limited to a maximum of 30 single-sided

pages, not including Attachments 2 and 5, dividers, and covers. Similarly, if the Consultant submits on three projects, the proposal length shall be limited to a maximum of 40 single-sided pages, not including Attachments 2 and 5, dividers, and covers. If the Consultant submits on multiple projects, a separate Project Understanding, Technical Approach and Scope, and Project Staffing shall be clearly identified and provided under a separate divider for each specific project. Minimum font size must be ten (10) point. Failure to materially comply with these requirements may, at the City's sole discretion, lead to a loss of Selection Criteria points or result in rejection of a proposal.

- a. Business Organization. The full name and address of the Consultant'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.
 - b. Technical Approach and Scope of Work. The Consultant shall state its understanding of the project as outlined in the Scope of Services. A separate technical approach should be provided for each project submitted on. The approach in rendering the services required, including the use of subconsultants, shall be detailed in a proposed Scope of Services.
 - c. Related Technical Experience. Consultants shall submit descriptions of a minimum of two (2) and a maximum of five (5) projects of similar size and nature, if submitting on only one project. For Consultants submitting proposals on multiple projects, descriptions of a minimum of four (4) and a maximum of seven (7) projects of similar size and nature shall be provided. The project description must contain the scope of services performed, location and reference (contact person).
 - d. Project Staffing and Organization. Qualifications of the project manager and personnel, including anticipated subconsultants, with specialized skills shall be highlighted. A list of subconsultants that will be used and the work they will perform. Resumes for all key personnel listed shall be included and show the following:
 - i. Name, specialty, and job title.
 - ii. Years of relevant experience with Consultant (and previous employers).
 - iii. Academic degree(s), discipline, and year degree(s) received.
 - iv. Professional registrations.
 - v. Office location where employed.
 - vi. Percentage of overall availability to be devoted to this project on an average weekly basis.
 - vii. 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 complete the project in a timely manner. Include, if applicable, an estimated schedule to complete the project.
 - f. Work Elements. Provide a matrix of work elements that would be included, personnel classifications and hours you feel would be appropriate for the work requested. Provide a range of total estimated fees for the professional services requested, including subconsultants.
 - g. Additional Information. Provide any additional information regarding Consultant's experience and capabilities that may be important to the success of the project.
- 5. Presubmittal Conference:** A conference will not be held, however, Consultants submitting proposals are strongly encouraged to make a site visit.
- 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 Consultants 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, and all proposals must

include a completed Attachment 2 inside the cover of the proposal. These requirements are not subject to negotiation.

- 7. Form of Contract:** The City of Des Moines' standard form of contract will be used for this professional services agreement. A copy of the standard form of contract will be provided upon request.

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 Consultant 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 4. 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, but is intended to provide general information to Consultants wishing to submit proposals. It is the intent of the City to draw upon the expertise and experience of Consultants 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 Consultant should the City elect to proceed with the project.

- 9. Contact Person:** Any questions concerning the proposals should be directed to Zach Erickson, Civil Engineer II, 400 Robert D. Ray Drive, Des Moines, IA 50309, 515/283-4023, fax 515/237-1814, or zlerickson@dmgov.org.

- 10. Consultant 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 Consultant 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 or raised or presented at the presubmittal conference 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 Consultants that have been sent this RFP and posted on the City website at [https://www.dsm.city/departments/engineering - division/prof_services_rfps.php](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. Consultant's Communications with City Officials and Employees Restricted – Consultants 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 Evaluation and 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 an Evaluation and Selection Committee established by the City using the Selection Criteria included in Attachment 3 to identify the Consultant or Consultants best qualified to meet the City's needs on this project. The Consultants deemed best qualified by the Evaluation and 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. City Rejection of Proposals and Reservation of Rights:** The City reserves the right to:
 - a. Reject any or all proposals in whole or in part and to waive irregularities in proposals received.
 - b. Request additional information or modifications to proposals prior to award if in the best interests of the City.
 - c. Use any ideas submitted in proposals, except for those which are protected by an enforceable patent or other proprietary right and such idea is identified as protected by patent or other proprietary right and identified as confidential pursuant to Section 21.
 - d. In the event of unsuccessful contract negotiations or contract termination, the City reserves the right to enter into contract negotiations with any other qualified consultants, person(s), or entity.
- 16. Post Evaluation Notification of Consultants:** All Consultants submitting proposals will receive a written response from the City as to which Consultant the Evaluation and Selection Committee selected to proceed with contract negotiation and consideration of award for services related to this RFP. All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful Consultants.
- 17. 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 Consultant whose proposal is recommended for selection appear before the Council to give a presentation or to answer questions regarding its proposal. Competing Consultants will not be allowed to speak at that time unless a prior request has been made by such a Consultant and permission to speak granted by the Mayor, or unless a City Council member requests that the competing Consultant 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 or other person(s), or entity to complete the Scope of Services if at any phase of project development the City determines, at its sole discretion, that the selected Consultant is not performing work in accordance with executed professional services agreements.
- 18. Award of Contract:** Award of contract by the City Council or City Engineer, if any, will be to the Consultant deemed best qualified by the City, in accordance with the Selection Criteria included in Attachment 3, to perform the services outlined in this RFP.
- 19. Assignment of Contract Prohibited Unless Approved in Writing by the City:** No contract awarded pursuant to RFP shall be assignable by the successful Consultant without the written consent of the City Manager.
- 20. 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.

21. Proposals Not Confidential: Consultant 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 Consultant 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 Consultant and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the Consultant requesting confidentiality to defend its request. In that notification, the Consultant 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 Consultant 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. Consultant 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 Consultants. 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.

22. Contract Compliance and Non-Discrimination: All Consultants 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. In addition, Consultant acknowledges and agrees:

- a. To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
- b. Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, disability, familial status, or ancestry.
- c. To include this provision in all agreements associated with this procurement.

- 23. Iowa Law and Venue:** The resulting contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
- 24. Compliance with All Applicable Laws:** All services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The Consultant expressly warrants and guarantees that the services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

ATTACHMENT 2

**ACCEPTANCE OF INSURANCE AND INDEMNIFICATION REQUIREMENTS
AND
CONFLICT OF INTEREST STATEMENT**

**PROFESSIONAL SERVICES FOR
ROADWAY RECONSTRUCTION PROJECTS
Ingersoll Avenue Activity ID 01-2019-037
Indianola Avenue Activity ID 01-2019-038
Dean Avenue Activity ID 01-2019-039**

This Attachment 2 shall be completed and included inside the cover of the proposal.

Acceptance of Insurance and Indemnification Requirements

By signature below, I hereby certify as the Consultant (if an individual), or an officer of the proposing Consultant, or as a designated agent empowered to bind the Consultant in a contract, that the proposing Consultant will be able to meet all of the insurance requirements of Attachment 1, are aware of any additional costs associated with doing so, and agrees to obtain such coverage if selected as the successful Consultant for this project. By signing below, the Consultant agrees that the Insurance and Indemnification Requirements included as Attachment 1 have been read and understood; and will be accepted by the Consultant without modification.

Consultant Company Name

Signature

Name & Title

Date

Conflict of Interest Statement

By signature below, I hereby certify as the Consultant (if an individual), or an officer of the proposing Consultant, or as a designated agent empowered to bind the Consultant in a contract, to the best of the proposing Consultant's knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the City of Des Moines, Iowa.

Consultant Company Name

Signature

Name & Title

Date

Should the Consultant not be able to certify the above Conflict of Interest Statement, the Consultant shall attach a description of any potential conflicts of interest with the City of Des Moines, Iowa.

ATTACHMENT 3

SELECTION CRITERIA

The Evaluation and Selection Committee established by the City for this project will evaluate each proposal in accordance with the following criteria to identify the Consultant best qualified to meet the City's needs on this project. The Consultant deemed best qualified by the Evaluation and 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. If interviews are held, all interviewed proposals will be rescored based upon the above scoring criteria factoring in the interview as well.

<u>Item</u>	<u>Description</u>	<u>Rating Ranges</u>
1.	Technical Approach and Scope of Work	(0 – 35)
	Consultant's understanding of the project objectives and scope of services. Consultant's recommendations for modifications to the scope of services and/or modifications or improvements to the overall project. Consultant's identification of potential problems perceived at this time. Consultant's description of overall approach to efficiently complete the project.	
2.	Related Technical Experience	(0 – 20)
	Consultant's experience with similar projects. Consultant shall include information on other organizations for which Consultant has provided comparable consulting services.	
3.	Project Staffing and Organization	(0 - 25)
	Qualifications of the project manager and personnel, including anticipated subconsultants, with specialized skills shall be highlighted.	
4.	Geographic Location of Consultant	(0 – 5)
	Consultant's ability and readiness to timely serve the City.	
5.	Timely Completion of the Project	(0 – 5)
	Consultant's current workload and ability to complete the project in a timely manner. Consultant shall include, if applicable, an estimated schedule for the project.	
6.	Work Elements	(0 – 5)
	Appropriateness of estimated staff hours and cost in relation to objectives and methodology for project.	
7.	Additional Information and Factors	(0 – 5)
	a. City Experience	
	b. Other related information	

ATTACHMENT 4

SCOPE OF SERVICES

**PROFESSIONAL SERVICES FOR
ROADWAY RECONSTRUCTION PROJECTS
Ingersoll Avenue Activity ID 01-2019-037
Indianola Avenue Activity ID 01-2019-038
Dean Avenue Activity ID 01-2019-039**

This proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final professional services agreement, but is intended to provide general information to Consultants wishing to submit proposals. The City reserves the right to modify the scope of services to be included in the final professional services agreement.

The Consultant shall provide design and construction services for one or more of the following roadway projects as described in this attachment. Two of these projects currently includes federal SWAP funding bid through the Iowa Department of Transportation (IDOT). The Consultant shall follow all IDOT procedural requirements, including those described in the “Instructional Memorandums to Local Public Agencies” (IM), the “Design Manual”, “Construction Manual”, and Material Instructional Memorandums for the one selected construction phase. The project will be constructed using the current edition of IDOT’s “Standard Specifications for Highway and Bridge Construction” for the one construction phase utilizing federal funding. The other design projects will be constructed using the current edition of the Statewide Urban Design and Specifications (SUDAS).

TASK 1 - Preliminary Design:

OVERVIEW: The Consultant shall develop a preliminary design for the following projects. The design shall meet the design standards of the City of Des Moines, SUDAS, Iowa Department of Transportation (IDOT), and AASHTO’s “Policy on Geometric Design of Highways and Streets”. The items described below are the major tasks to complete the preliminary design and are not intended to include all items of work required. The Consultant will be responsible to complete all design work necessary to provide a complete design.

- 1.1 **Kick-off Meeting:** Meet with representatives of the City and interested agencies to establish communication paths, review and confirm preliminary schedule, confirm strategy, objectives, and goals, review availability of existing information, identify stakeholder groups, and confirm deliverables. The Consultant shall provide office project management, in-house coordination and quality control during the project including the preparation and distribution of meeting minutes, schedules, reports and plans.
- 1.2 **Site Assessment:** The Consultant shall perform a site investigation and analysis of existing conditions, including but not limited to overhead utility lines, signage, crosswalks, traffic signalization, lighting, pavement, sidewalks, drainage, and adjacent land use conditions. The Consultant shall review all relevant data, site and utility surveys, zoning, current and future projects, and applicable studies and summarize the findings in a report.
- 1.3 **Project Concept Statement:** As soon as the project concept has been finalized, the Consultant shall prepare and submit the Project Concept Statement and all supporting information to IDOT if applicable. The Consultant shall provide all additional research, studies and information required to complete the Project Concept Statement including historic and archeological investigation/review if necessary. Follow the requirements of Section 3.1, “Environmental Reviews and Permits” of the Instructional Memorandums to Local Public Agencies (LPA).

- 1.4 **Utility Coordination:** The Consultant shall contact all utility companies operating in the City of Des Moines to determine which utilities are within the project limits and to request maps showing the location of each utility. The Consultant shall work with each utility provider to determine the adequacy/condition of each utility system. The Consultant shall obtain all relevant storm and sanitary sewer information from the City.
- 1.5 **Public Meeting:** The Consultant shall present both the preliminary design plan, along with the cost estimates, to the merchants, property owners, business associations, neighborhood associations, and various City departments to gather input. The Consultant shall prepare and distribute meeting notes within one week of the meeting date.
- 1.6 **Finalization of Preliminary Design and Cost Estimate:** The Consultant shall revise, to the satisfaction of the City, the preliminary streetscape design from, and cost estimates based on input received at the public meeting. The designs shall be delivered to the City both digital and printed formats.

TASK 2 - Final Design:

OVERVIEW: The Consultant shall develop a final design for each project. The design shall meet the design standards of the City of Des Moines, Iowa Department of Transportation (IDOT), and AASHTO's "Policy on Geometric Design of Highways and Streets". The items described below are the major tasks to complete the design and are not intended to include all items of work required. The Consultant shall be responsible to complete all design work necessary to provide a complete design.

- 2.1 **Storm Sewer Analysis and Design:** The Consultant shall complete a project drainage report for the watershed that flows into the streetscape project area. The study shall identify capacity deficiencies in the existing storm sewer system that is located within and downstream of the streetscape project area and estimate the costs to correct the identified deficiencies. Provide final design for storm sewer improvements identified by the City as critical to include in the streetscape project. The City will provide the Consultant with video inspection reports of the existing storm and sanitary sewers and manhole/intake inspection reports for sewer infrastructure located within the project limits. The Consultant shall review the reports, identify structural deficiencies in the existing sewer infrastructure and provide final design to repair the deficiencies deemed critical to include in the streetscape project. This includes identifying critical utility crossings, coordinating potholing of the utility by the City's Subsurface Utility Locating Contractor, and coordinating the City's surveyor to survey the exact location and elevation of the exposed utility.
- 2.2 **Utility Accommodation Coordination:** The Consultant shall contact all utilities that have facilities on, above, or below the street right-of-way to determine the impacts of the project on their facilities. Coordinate all utility adjustments, relocation, and installations to minimize conflicts with the streetscape construction and schedule. Follow the requirements of IDOT's IM 3.640, "Utility Accommodation and Coordination", including completing all duties required of the "LPA".
- 2.3 **Traffic Signal Design:** The Consultant shall develop final drawings for the proposed traffic signals at relative intersections associated with each project. Right of way mapping needs for signal components (as necessary), final signal and intersection layouts, signal timing recommendations, a signal justification report for each location, and an engineer's opinion of probable costs shall be provided. Plans and specifications shall be in accordance with the City's standard plans and specifications for signalization, the Manual for Uniform Control Devices, and IDOT's Design Manual.
- 2.4 **Sidewalk Design:** The Consultant shall provide final design for all sidewalk and pedestrian elements within the project area. This may include but is not limited to sidewalks, curbs, utility

coordination and modifications, special signage, and enhanced street lights. The design shall meet the requirements of the appropriate urban design criteria and all criteria for accessible public rights-of-way. See Chapter 12 of IDOT's Design manual for accessible sidewalk requirements.

2.5 **Construction Staging and Traffic Control Design:** The Consultant shall prepare a staging and traffic control plan showing the major phases of work required to complete the construction of the streetscape project. The plan shall include phasing restrictions and traffic control (signing, barricades, pavement markings, and detours) requirements for both vehicles and pedestrians. The consultant shall coordinate essential traffic impacts with the City and the Iowa DOT. The staging design shall take into consideration access to adjacent properties. See Chapter 9 of IDOT's Design manual for further requirements providing a traffic control plan.

2.6 **Right-of-Way and Easements:** The Consultant shall determine the limits of additional right-of-way, permanent easements and temporary construction easements required to construct the project. Prepare ROW plans as required in Chapter 1 of the Design Manual.

The Consultant shall provide the limits of the additional right-of-way in electronic Microstation CAD files to the City for the preparation of acquisition plats for each parcel of property requiring additional right-of-way and easements.

The City shall acquire the right-of-way and easements needed for the project. When requested by the City, the Consultant shall provide technical expertise concerning the project design and construction during right-of-way negotiations. This could include meeting with property owners to review the project impacts and testimony in condemnation hearings.

2.7 **Erosion Control Plan:** The Consultant shall prepare an erosion control plan showing the minimum requirements to contain soil erosion during the construction period. If the disturbed project area is one acre or more, a pollution prevention plan shall be prepared. Follow all requirements of the National Pollutant Discharge Elimination System (NPDES). See Chapter 10 of IDOT's Design manual for further requirements.

2.8 **Cost Estimates:** The Consultant shall prepare cost estimates for the project at various stages in the design to ensure the proposed design does not exceed the project budget. Adjustments shall be made to the design as required to meet the budget. The Consultant shall prepare separate cost estimates in divisions based on funding sources. Prior to letting, a final construction cost estimate will be prepared.

2.9 **Design Review:** The Consultant shall meet periodically with the City to review the design elements and project schedule prior to Iowa DOT submittals for plan development (Preliminary, Check and Final Plans). Submit a minimum of two intermediate and one final set of construction plans and supporting documents to the City for review. Schedule field reviews at appropriate intervals.

2.10 **Design Phase Meetings:** The Consultant shall hold the following design phase meetings to provide project updates, get feedback from the process, and coordinate with affected entities and City departments:

Merchant and property owner meetings

Business association meetings

City Department meetings (3) – generally at 30%, 60%, and 90% completion

2.11 **Board and Committee Approvals:** In addition to approval by City staff assigned to the project, the Consultant shall obtain all necessary project approvals from City Council, Boards and Commissions and other citizen groups as directed by City staff. This shall include, but not be limited to, City Council approval of the plans and specifications, Access Advisory Board,

Neighborhood Associations, Parks Department, Public Works Department, Engineering Department and the Community Development Department.

- 2.12 **Plan and Special Provision Preparation:** The Consultant shall prepare plans and special provisions meeting the format and content requirements of the IDOT Design Manual and IM to Local Public Agencies. The plans shall include all applicable items, including but not limited to streetscape elements, details, typical sections, bid items, tabulations, right-of-way limits, grading, geometric layout, elevation layout, cross-sections, paving, sidewalk, signage, pavement markings, lighting, utility layout, areaway modifications (if any), station-offset location of all design elements, staging & traffic control and storm sewer improvements along the project corridor. Plans shall conform to the “Specifications for Electronic Plan Submittals to the Iowa Department of Transportation”. Special Provisions shall conform to IDOT’s “Requirements for Preparing and Submitting Special Provisions”. All official plans are to be certified according to the requirements set forth by the Iowa Engineering and Land Surveying Examining Board.

TASK 3 - IDOT Review and Coordination:

- 3.1 **IDOT Review and Coordination:** During one phase of the project, the Consultant shall coordinate project development with the Iowa Department of Transportation and follow all project development procedures and timeframes, including the critical path deadlines for the targeted letting date. Submit all required plans and documents and obtain necessary approvals for environmental clearance, NEPA clearance, preliminary design, final design, utility coordination, right-of-way authorization, project letting, and construction. Transmit project development submittals to IDOT using the Transportation Project Management System (TPMS). Thirty days prior to submitting final plans to IDOT, the Consultant shall submit two (2) copies of the same information to the City for review and comment.

Tasks 4 and 5 (Future Scope of Services -not included in original agreement).

Consultant is not to provide estimated hours and costs for Tasks 4 and 5 (Construction Phase Services) as part of the proposal, but should identify how the Consultant proposes to staff and complete the tasks associated with construction phase services.

TASK 4 - Construction Administration Services:

OVERVIEW: The Consultant shall provide construction administration services for the project. Follow all IDOT procedural requirements for project management of Federal-Aid projects, including those described in the “Instructional Memorandums to Local Public Agencies” (IM), the “Construction Manual”, the Materials Instructional Memorandums, and the coordinating IDOT office’s standard procedures. The items described below are the major tasks to complete the construction administration services and are not intended to include all items of work required. The Consultant will be responsible to complete all construction administration work necessary to ensure the project is constructed in accordance with the approved plans and specifications.

- 4.1 **Pre-construction Conference:** The Consultant shall conduct a pre-construction conference with the Contractor, City, IDOT, utility companies, affected entities and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule. Meeting minutes shall be prepared and distributed by Consultant.
- 4.2 **Shop Drawing Review:** The Consultant shall review the Contractor's shop drawings and other required submittals for compliance with the Contract Documents.
- 4.3 **Design Interpretation Questions:** The Consultant shall answer design interpretation questions from the City, contractor, inspector, utilities, property owners and review agencies.

- 4.4 **Contractor Payment Requests:** The Consultant shall prepare progress payment applications based upon its review of construction progress by on-site observation, and make a recommendation to the City for payment of the appropriate amount for work completed since the last payment application. Payment applications shall be in a format approved by the City. Prior to preparing a payment, the Consultant shall review all material testing and certifications on the project and only recommend payment for items that have acceptable material documentation on file. Also verify that all certified payroll transcripts have been submitted to the City, reviewed, and are acceptable.
- 4.5 **Extra Work and Change Orders:** The Consultant shall review and provide recommendations for extra work requests or changes in the scope of work. Prior to starting extra work, negotiate and prepare change orders for approval by the City and IDOT.
- 4.6 **Minor Plan Modifications:** The Consultant shall provide minor design modifications as required during construction. It is anticipated this would include items such as adjustments to fit changed field conditions, changes in staging, and modifications to the storm sewer to avoid utilities, etc.
- 4.7 **Notification of Nonconformance:** On the basis of on-site observations as a design professional, the Consultant shall keep the City informed of the progress and quality of the work and shall guard the City against defects and deficiencies in the work. The Consultant shall notify the City of any work which is unsatisfactory, faulty, defective, incomplete or does not conform to the contract documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the City, see that these recommendations are implemented by the Contractor.
- 4.8 **Waiver of Provisions:** If the Contractor requests a waiver of any provisions of the plans and specifications, the Consultant will make a recommendation on the request to the City for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Consultant to consent to the use of defective workmanship or materials.
- 4.9 **IDOT Forms, Reports and Reviews:** The Consultant shall complete all required construction administration duties outlined in Chapter 2 of the IDOT Construction Manual, including the Weekly Report of Working Days, review of the Contractor's bulletin board, review of subcontractor requests, and coordinate the submittal and review of the Certified Transcripts of Labor Payroll. The City will complete the review the payroll transcripts forwarded by the Consultant for compliance with the contract wage scale requirements. The Consultant will also conduct onsite contractor wage scale employee interviews.
- 4.10 **Periodic Site Observation:** The Consultant's Engineer and/or Landscape Architect shall make periodic visits to the construction site at intervals appropriate to the stage of construction to (a) observe the progress, (b) review the quality of the work, and (c) determine if the construction work conforms to the drawings and specifications in the construction contract.
- 4.11 **Materials Certifications and Testing:** The Consultant shall review and verify that all materials incorporated into the project have the required certifications, tests and/or approvals, and that said materials conform to the requirements of Contract Documents and IDOT Materials Instructional Memorandums. The Consultant shall coordinate and review all testing, including the testing services provided by the City or independent testing laboratories.
- 4.12 **Construction Progress Meetings:** The Consultant shall coordinate and conduct construction progress meetings with the contractor, inspector, utility companies, City, business owners, and other interested parties, and distribute minutes no later than 3 working days after the meeting. The meetings shall be held weekly, or as otherwise mutually agreed upon.

- 4.13 **Coordination with Public, Businesses, and Property Owners:** The Consultant shall provide frequent and timely communication with adjacent property owners, tenants, business organizations, and neighborhood groups on the project status, schedule, and impacts to individual properties. Communication shall be delivered in multiple formats as required to effectively disseminate information, including an internet website (using the City's or a project specific website), email, flyers, mailings, and personal contact.
- 4.14 **Coordination of related work:** The Consultant shall coordinate related construction work within the project limits, such as abutting site improvements, and work by utility companies and their contractors.
- 4.15 **Final Inspection and Punch List; Final Acceptance:** The Consultant shall complete a final inspection and prepare a punch list of uncompleted items. On the basis of such inspection, the Consultant shall determine if the project is substantially complete in accordance with the plans and specifications and shall make a recommendation to the Engineer regarding final payment. It is understood that the City will accept the project only after recommendation by the Consultant.
- 4.16 **As-built Plans:** After the construction work has been completed, the Consultant shall provide three sets of as-built plans for the project. As-built plans shall be prepared by the Consultant as per the requirements of the Section 2.72 of the Iowa Department of Transportation Construction Manual. The as-built plan shall be submitted in both hard copy and electronic formats, meeting the requirements of the City.
- 4.17 **Project Audit and Close-out:** At the end of the project, the Consultant shall review the inspection, testing and material documentation to ensure compliance with IDOT and City acceptance requirements. The Consultant shall process project close-out following IDOT guidelines and procedures for closing-out Federal-aid projects, including the required field inspections and audits. The Consultant's Engineer and/or Landscape Architect registered in the State of Iowa shall certify that the project has been completed in accordance with the contract documents. The Consultant shall also complete all paperwork required for final acceptance by the City, and shall provide the City with all original construction related documentation at completion of the project.

TASK 5 - Construction Inspection Services:

OVERVIEW: After award of the construction contract the Consultant shall provide construction inspection services. Follow all IDOT procedural requirements for inspection of Federal-Aid projects, including those described in the "Instructional Memorandums to Local Public Agencies" (IM), the "Construction Manual", Material Instructional Memorandums, and the coordinating IDOT office's standard procedures. Inspection staff provided by the Consultant shall have the required IDOT certifications for the type of inspection work being performed. The items described below are the major tasks to complete the construction inspection services and are not intended to include all items of work required. The Consultant will be responsible to complete all construction inspection work necessary to ensure the project is constructed in accordance with the approved plans and specifications.

- 5.1 **Onsite Inspection:** The Consultant shall provide an onsite inspector for the project to ascertain the progress and quality of work, to determine if the work is being performed in accordance with the contract documents, and to document construction activities in a daily observation report, bid item logs, reports, and other forms as required to provide a complete and thorough record of the construction activities. The inspector shall conduct required on-site sampling and testing except as noted in Section 4.02 below, make measurements of completed work in accordance with the method of measurement requirements of the contract documents, and record said measurements on a daily basis. The inspector shall verify that all materials incorporated into the project have required certifications, tests and/or approvals, and that said materials conform to the requirements of contract documents and Iowa DOT Material Instructional Memorandums. The inspector shall prepare the daily observation report to be submitted daily to the City. The daily observation report shall include, controlling operation of work, record of work completed, contractors or subcontractors onsite,

quantities of construction completed that day, quantities of construction completed to date, and weather. Construction inspection services do not include responsibility for the contractor's construction means, controls, techniques, sequences, procedures, and safety, unless said items are required of the contractor in the contract documents.

- 5.2 **Sampling and Testing Coordination:** The Consultant shall be responsible for having personnel (*whether Consultant staff or subconsultant*) perform on-site concrete testing and sampling (i.e. concrete air content and slump testing, taking temperature, taking concrete samples (i.e. cylinders, beams)) who are trained and certified to perform inspection and testing in the State of Iowa. The City will provide on-site testing services for soil density testing of compacted subgrades and trench construction, plant monitoring of the concrete plant, and compression strength testing (cylinders) or flexural strength testing (beams) for pavement. The Consultant shall coordinate on-site sampling and testing by the City, review the test results, and verify that said test results conform to the requirements of contract documents.
- 5.3 **NPDES Inspection:** The Consultant shall provide all required inspection and reporting to comply with NPDES requirements.

The City shall be responsible for construction staking.

ATTACHMENT 5

INTENT TO SUBMIT

(INCLUDE THIS COMPLETED FORM WITH PROPOSAL INSIDE FRONT COVER)

**PROFESSIONAL SERVICES FOR
ROADWAY RECONSTRUCTION PROJECTS**

Ingersoll Avenue Activity ID 01-2019-xxx

Indianola Avenue Activity ID 01-2019-xxx

Dean Avenue Activity ID 01-2019-xxx

The Consultant is submitting this proposal to be considered for the following projects (check all that apply):

- Ingersoll Avenue from 42nd Street to Polk Boulevard

- Indianola Avenue from Army Post Road to US 69

- Dean Avenue from E. 26th Street to E. 18th Street