

CITY OF DES MOINES
ENGINEERING DEPARTMENT

REQUEST FOR PROPOSALS

**PROFESSIONAL SERVICES FOR
MUNICIPAL SERVICES CENTER - PHASE 1
Activity ID 01-2012-010**

- 1. Purpose:** The City of Des Moines, Iowa, (City) is hereby soliciting consultant proposals for professional services to provide architectural and engineering design and construction phase services for the Municipal Services Center - Phase 1. 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 firm is selected, a contract will be negotiated based on a mutually agreed upon scope of services.
- 2. Project Description:** The project consists of the first phase of the Municipal Services Center, located on an 11.5 acre site, east of SE 15th Street and between Scott Avenue and the proposed SE Connector. The property is being acquired from Carroll Automotive by the City. The Municipal Services Center Master Plan was prepared in 2011 and is available at:
<http://www.dmgov.org/Departments/CommunityDevelopment/PDF/FinalCDMMSCMasterPlanReport010912.pdf>
The project is intended to better serve Des Moines' citizens and realize organization efficiencies by consolidating city services into sustainable facilities that are centrally located on a single site. Phase 1 includes 84,000 square feet of building that will house the Parks and Recreation Department and portions of the Engineering Department. Phase 1 consists of office, office support, shop and garage space. Federal transportation dollars are available to fund the functional replacement of City facilities at SE 20th and Scott Avenue that are impacted by the Southeast Connector roadway project. To utilize these funds it will be necessary to document the project in such a way to demonstrate the functional replacement and betterment features of the proposed Municipal Services Center. The overall project budget for Phase 1 is \$18.5 million; approximately \$12 million is budgeted for construction. The construction of the Municipal Services Center - Phase 1 must be complete in early 2014, to allow moving and occupancy no later than May 2014. Phase 2 is proposed as a future addition to Phase 1 and is not part of this project scope.
- 3. Proposal Submission:** Responses to the RFP must be received by the City of Des Moines as follows:

Due Date:	February 13, 2012
Time:	Prior to 4:00 pm
Deliver To:	Jeb E. Brewer, P.E., City Engineer City Hall, 2 nd Floor 400 Robert D. Ray Drive Des Moines, IA 50309
Number of copies:	6

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 20 single-sided pages, not including dividers and covers. 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. The responding firm shall state its understanding of the project as outlined in the Scope of Services. 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. Descriptions of a minimum of two (2) and a maximum of five (5) projects of similar size and nature shall be submitted. 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:
 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. The consultant's and anticipated subconsultant's current workload and its ability to complete the project in a timely manner shall be discussed.
 - f. Work Elements. A matrix of the hours appropriate for the work requested categorized by work elements/phases versus personnel classifications for each discipline shall be provided. A range of total estimated fees for the professional services requested, including sub consultants, shall be provided.
 - 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 be held at 1:00 pm on Tuesday, January 31, 2012 at City Council Chambers, 400 Robert D. Ray Drive, Des Moines, Ia 50309. THE CONFERENCE IS MANDATORY IF YOU WISH TO SUBMIT A PROPOSAL.
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 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 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, 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 firm should the City elect to proceed with the project.
- 9. Contact Person:** Any questions concerning the proposals should be directed to Jill Tenney, City Architect, 400 Robert D. Ray Drive, Des Moines, IA 50309, 515/283-4032, fax 515/ 237-1814, or jetenney@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:** Jeb E. Brewer, 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 firms that have been sent this RFP and posted on the City website at: http://www.dmgov.org/departments/ENG/Bid_Information/RFPs/RFP.htm.

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. Persons or entities who knowingly or willfully violate this provision may be guilty of a crime, punishable by fine or imprisonment. 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.

ATTACHMENT 1

CITY STANDARD PROFESSIONAL SERVICES – MAJOR

INSURANCE & INDEMNIFICATION REQUIREMENTS

(7/12/2011)

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, and the term "CITY" means and includes the City of Des Moines, Iowa its elected and appointed officials, and its agents, employees and volunteers.

1. GENERAL

The Consultant shall purchase and maintain insurance to protect the Consultant and the City of Des Moines, Iowa (CITY) throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "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 a per occurrence basis, not a claims-made basis, and in form and amounts and with companies 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, during the life of this Agreement, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, and (e) Personal and Advertising Injury.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). Any additional exclusion shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the CITY.

C. AUTOMOBILE LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

If the Consultant's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Insurance policy does not follow the form of the

primary policy(ies), it shall include the same endorsements as required of the primary policy(ies).

- E. PROFESSIONAL LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate. The Consultant will notify the CITY if claims made erode the Policy Limits below those required above.
- F. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to purchase and maintain the same types of insurance as are required of the Consultant.
- G. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverage's specified in paragraphs B, C, and D above shall include the CITY Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements are attached.
- H. CANCELLATION & MATERIAL CHANGES: The insurance policies providing the coverages specified in paragraphs B, C, D and E above shall include the CITY's Cancellation and Material Changes Endorsement. A copy of this endorsement is attached.
- I. PROOF OF INSURANCE: The Consultant shall provide to the CITY a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through E and G and H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items" the title of the Agreement and that "Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included as per attached." These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

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.

4. WAIVER OF SUBROGATION

To the fullest extent permitted by law, Consultant hereby releases the CITY, its elected and appointed officials, its 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 a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder.

5. ENDORSEMENTS

All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name (see attached).

CITY OF DES MOINES, IOWA
ENDORSEMENTS

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Engineering Department, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

ADDITIONAL INSURED ENDORSEMENT

The City of Des Moines, Iowa,, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their boards' members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the Consultant's work and services performed for the CITY. This coverage shall be primary to the Additional Insureds', and not contributing with any other insurance or similar protection available to the Additional Insureds', whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including CITY as Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa, as Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa, under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Des Moines, Iowa, shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, 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 Des Moines, Iowa.
5. No Other Change in Policy. The insurance carrier, the City of Des Moines, Iowa, agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**ATTACHMENT 2
SCOPE OF SERVICES**

**MUNICIPAL SERVICES CENTER – PHASE 1
Activity ID 01-2012-010**

General: This 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 firms wishing to submit proposals.

The scope of this project includes the design of the Municipal Service Center - Phase 1. The Consultant is to provide all necessary professional architectural/engineering services for the project.

The City will separately contract for geotechnical services, geothermal test wells, special inspection, materials testing, and commissioning

GENERAL

Basic Services in this proposal include:

1. Architectural Design
2. Structural Engineering
3. Mechanical and Electrical Engineering
4. Telecom Engineering
5. Fire Detection and Suppression Design
6. Civil Engineering, including storm water management to meet City of Des Moines standards and as described within the Master Plan limits site detention release rate to 10 cfs.

Additional Services included in the total design fees are

1. Review & confirmation of programming and space planning from Master Plan
2. Participate in MidAmerican Energy Advantage Commercial New Construction Program Custom Plus Track
3. LEED Services for certification submission including day-lighting analysis for LEED credit EQ 8.1 and additional Energy Modeling for LEED credit EA 1 if not provided by MidAmerican
4. Life Cycle Cost Analysis per state requirements
5. Civil boundary and topographic survey
6. Storm Water Pollution and Prevention Plan (SWPPP)
7. Landscape Design services
8. Security system design services
9. Cost estimation services by an independent cost consultant, including details required for Federal funding to functionally replace the existing facilities. The Functional Replacement report is available at: <http://www.dmgov.org/Departments/Engineering/PDF/FinalReport.pdf>.
10. Fixtures, Furnishings and Equipment (FFE) design services
11. Retain a subconsultant for Construction Photographic Documentation services. The subconsultant shall provide documentation inclusive of electronic indexing, navigation, storage and remote access throughout construction. The website shall be a repository of the ongoing documentation which will combine indexing and navigation system with inspection-grade high-resolution digital photography designed to capture actual conditions throughout construction and at critical milestones. The website will be accessible to the City, Consultants and subconsultants, Contractors and subcontractors.

LEED SERVICES

The City and Consultant mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) 2009 for New Construction V3.

The City recognizes that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED-certification processes and procedures as determined by the USGBC.

The Consultant will make reasonable efforts to facilitate and coordinate the LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. The Consultant cannot, however, guarantee LEED certification or the actual performance of the building based on the Consultant's design drawings, specifications, or resource use or consumption modeling for the Project, nor can it guarantee certain performance levels anticipated through the LEED-certification process.

The consultant shall make all reasonable attempts to gain certification including appeals to the USGBC if necessary to obtain certification. Appeals are to be pre-approved by the City. The fee for one appeal shall be included in the reimbursable expenses.

LEED Services are integral to the design process and will be dispersed in project phasing and are described as follows:

- A. Work with the City's representatives to establish sustainable design and LEED goals
- B. Register project with the U.S. Green Building Council (USGBC). Registration fee shall be a reimbursable expense.
- C. Update scorecard for each design review with the City
- D. Prepare documentation for certification at the end of design and at the end of construction.
- E. Submit certification documentation via LEED Online at the appropriate times. Certification fees shall be a reimbursable expense.
- F. Work with City's Commissioning Agent to establish Owner's Project Requirements and Basis of Design documents
- G. Provide energy modeling for EAp2 and EAcl if the project does not meet the MidAmerican Energy criteria for the MidAmerican Energy Consultant to provide the modeling. Provide a separate cost for the energy modeling service.

DESIGN PHASE SERVICES

- A. Review the existing space needs and building program prepared in 2011 and review with Parks and Recreation, Public Works and City Engineering Department representatives. Conduct meetings as required and distribute minutes.
- B. Prepare a design program and needs assessment for review by City Departments.
- C. Prepare a boundary/topographic/on-site utility survey and coordinate with information from utility providers.
- D. Prepare no more than three final schematic design options and executive summary for architectural, structural, mechanical, and electrical narratives.
- E. Meet with Permit & Development for Pre-application meeting.
- F. Present plans at 50% design development and at the end of design development to obtain approval from City. Include structural, mechanical, electrical, special systems, and sitework outline specifications.
- G. Submit plans to the Urban Design Review Board (UDRB) and the Access Advisory Board at the end of design development. A second presentation to the UDRB may be necessary for final approval. Present

design development drawings at public meetings and City Council Workshop. Attend meetings to present plans and answer questions.

- H. Upon completion of schematic and design development drawings, produce construction documents and technical specifications for bidding purposes. Provide one set of reproducible drawings and technical specifications to the City for printing and distribution. All drawings/ specifications are to be certified/sealed as required by law for issuance of a building permit.
- I. Prepare opinion of probable construction cost at the end of schematic design and design development. Provide a cost estimate at 60% and 90% construction documents.
- J. Answer questions from contractors during the bid phase. Provide addenda to the City for distribution.

CONSTRUCTION PHASE SERVICES

A. Construction Administration

- 1. Pre-construction Conference - The Consultant shall conduct a pre-construction conference for the project with the Contractor and City and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule. The Consultant shall prepare and distribute minutes of the conference.
- 2. Construction Progress Meetings – The Consultant shall attend bi-weekly Contractor/Architect/Owner meetings conducted by the Contractor.
- 3. Shop Drawings - The Consultant shall review the Contractor's shop drawings and other required submittals for conformance with the contract documents.
- 4. The Consultant shall answer design interpretation questions from the City Engineer, Contractor and review agencies.
- 5. Contractor Payment Requests - The Consultant shall review and process progress payment applications submitted by the Contractor and, based upon its review of construction progress by on-site observation, shall make a recommendation to the Engineer for payment of the appropriate amount for work completed since the last payment application.
- 6. Change Requests and Requests for Proposal - The Consultant shall review and recommend proposed costs for approval of the City prior to Contractor's start of work under the change request. The City will write the change order.
- 7. During the Construction Services Phase, the Consultant shall confer with the City to report project status.
- 8. Final Inspection and Punch List; Final Acceptance - The Consultant shall coordinate final inspection and prepare a punch list of items to be completed. On the basis of such inspection, the Consultant shall determine if the project is substantially complete according to 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.
- 9. Post Construction Services - The Consultant shall assist the City in determining solutions to any problems that arise with the construction and the one-year warranty inspection.
- 10. As-built documents are to be provided by the contractor. Per City direction, record drawings are not required. Record drawings may be provided by A/E as an additional service.

B. Construction Observation

1. The Consultant shall cause its design personnel to make periodic visits to the site at intervals appropriate to the stage of construction and submit field reports, or as otherwise agreed by the City and Consultant in writing, to provide field observation to ascertain the progress and quality of the work completed and to determine if the work is being performed in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. Construction Observation services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.
2. 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.
3. 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 which the Consultant knows 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, take action to reasonably verify that these recommendations are implemented by the Contractor. However, the Consultant shall not be required to make exhaustive or continuous on-site observations to check for unsatisfactory, faulty, defective, or incomplete work which the Consultant knows does not conform to the Contract Documents.

**ATTACHMENT 3
SELECTION CRITERIA**

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.	Project Overview Understanding of the Project objectives. Proposal reflects the Consultant's understanding of the Project's specific scope and goals. Proposal also identifies potential, major problems that may be perceived at this time; and describes the overall approach used to overcome these problems and efficiently complete this Project.	(0 - 30)
2.	Experience, Qualifications and Expertise Firm, key personnel, and sub consultant experience, qualifications and expertise with similar projects.	(0 – 20)
3.	Capabilities and Resources Availability of key personnel. Proposal shows that projects currently under contract involving key personnel assigned to the Project have a reasonable workload to provide full attention to the Project in addition to their other assignments.	(0 – 20)
4.	Quality and Thoroughness of Proposal	(0 – 10)
5.	Work Elements & Fee Range a. Appropriateness of estimated staff hours required to meet the objectives of the Project. b. Appropriateness of the range of total fees for all services for the scope of the Project.	(0 – 5)
6.	References Information on other organizations for which your firm has provided comparable consulting services.	(0 – 5)
7.	Geographic Location of your Firm Key personnel are in the local office and can respond in a timely manner.	(0 – 5)
8.	Additional Factors a. City Experience b. Other related information	(0 – 5)