

CITY OF DES MOINES
ENGINEERING DEPARTMENT

REQUEST FOR PROPOSALS

**PROFESSIONAL SERVICES FOR
WALNUT STREET STREETScape RENOVATION
Activity ID 01-2012-014**

- 1. Purpose:** The City of Des Moines, Iowa, (City) is hereby soliciting consultant proposals for professional services to: 1) prepare schematic design and cost estimates for streetscape renovation along Walnut Street from Second Avenue to 10th Street and 2) provide recommendations to reconstruct the street according to the preferred option identified in the functional programming report and with consideration of recommendations made in the 2011 design workshop. 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:** This is a multi-discipline project that will include landscape architecture, urban planning and design, and engineering elements. The successful consultant(s) must have extensive experience and expertise in the development of successful urban retail/entertainment districts, streetscape design, project development, plan preparation, specification writing, and construction inspection using City of Des Moines Engineering Department policies and procedures. It is anticipated that a multi-disciplinary consultant team will be utilized for this project.

Downtown Community Alliance (DCA) initiated a study of Walnut Street from Second Avenue to 10th Street in mid-2011. This study was prompted by several factors including the rise in vacancies along Walnut Street and the future elimination of the transit mall function on Walnut Street that has been in operation since the mid-1980's. This study resulted in a functional programming report. This report, which included input from the City of Des Moines, key downtown property owners, businesses, and other stakeholders, identified the preferred arrangement of programmatic elements for Walnut Street. Among a number of programmatic recommendations for elements typical to streetscape (auto/pedestrian configuration, parking, sidewalk), the functional program also calls for a blending of public and private spaces aimed to enrich and enliven urban activity along Walnut Street. The report is available on the City of Des Moines web site at <http://www.dmgov.org/Departments/Engineering/Pages/BidsContracts.aspx>

In late 2011, a planning and design workshop for Walnut Street was conducted by DCA with Agrest + Gandelonas Architects. The workshop resulted in a vision for Walnut Street that coincides with the program recommendations and will guide the design of the streetscape. The report is available on the City of Des Moines web site at <http://www.dmgov.org/Departments/Engineering/Pages/BidsContracts.aspx>.

As with other streetscape projects in Des Moines, it is anticipated that funding will be provided by City CIP funds and private community fundraising. The DCA is responsible for the private fundraising. They intend to raise funds once schematic design has been completed and agreed upon. The final budget for this project will not be known until fund raising is complete. In the process of creating the schematic design the consultant will create options that can be selected depending on the final budget.

It is the City's intention to continue with the selected consultant team through construction documents and implementation pending successful completion of schematic design and fundraising. However, the initial agreement will be for schematic design as described in Scope of Services (Attachment 2).

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

Due Date: March 28, 2012

Time: Prior to 4:00 p.m.

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

Number of copies: 10

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.
- 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.

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- 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.
- 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 and an estimated range of fees.
- 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 conference will not be held, however, firms 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.
- 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 Gary Hlavka, P.E., Engineering Department, 400 Robert D. Ray Drive, Des Moines, Iowa 50309-1891, 515/283-4025, fax 515/237-1814, or gdhlavka@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](http://www.dmgov.org/departments/ENG/Bid%20Information/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 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.

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 exclusions 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.

ATTACHMENT 1
INSURANCE & INDEMNIFICATION REQUIREMENTS

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**

**WALNUT STREET STREETScape IMPROVEMENTS
Activity ID 01-2012-014**

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. It is the intent of the City to draw upon the expertise and experience of firms submitting proposals as to exact task 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.

Services to be provided by the Consultant:

1. Site analysis

Site analysis will be conducted and the findings will be summarized in a report. Analysis will include, but is not limited to:

- a. Landscape features (including tree inventory)
- b. Fixtures and furnishings
- c. Adjacent ground floor occupancy, use and entrances
- d. Lighting
- e. Traffic signals
- f. Traffic patterns in vicinity
- g. Transit patterns in vicinity
- h. Parking
- i. Pavement conditions
- j. Utilities (contact each utility to discuss age, condition, and potential upgrade/replacement plans, if any)
- k. Skywalks and associated entries
- l. Substructure conditions (see item 2. of scope)
- m. ADA issues
- n. Opportunities for development of a successful retail/entertainment district
- o. Special Event Needs (i.e. Farmers Market, seasonal displays, festivals, etc.)

2. Survey and base mapping

Survey project area to obtain the necessary topographic data, ground elevations and cross sections required for the project design. Information on existing utilities, and sanitary and storm sewer systems will be included in the survey. Obtain utility mapping from each utility company and sewer condition records from the City of Des Moines. Request utility locates thru the One Call Design Request System and include the marked surface location of all utilities in the field survey. Investigate areaways (above and below ground) and other encroachments into the right of way. Preparation of a base map in an electronic version in accordance with the City of Des Moines standards. The survey shall be completed using State Plane Coordinates and electronic files shall be in Microstation format.

3. Engineering analysis of condition of concrete base

The existing Walnut Street Transit Mall was constructed in 1985 (5th Ave. to 10th St) and 1986 (2nd Ave. to 5th Ave.). The pavement section consists of the following:

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- 2 1/4" brick surface with 3/4" HMA setting bed (5th Ave. to 10th Street) or a 3" HMA surface with brick crosswalks (2nd Ave. to 5th Ave.)
- 8" Reinforced PCC base (reinforced with #5 bars 12" c-c both ways.)
- 4" Aggregate Subbase

Visually inspect the street pavement, report on its general condition, and locate any visible failures in the PCC base. Core the existing street pavement in a minimum of six locations and analyze the condition of the existing HMA surface (for cores located between 2nd St. to 5th Ave.), PCC base, reinforcing steel and aggregate subbase. For each core provide a location map, photographs of the core, measurements of the depth of each pavement material, and the condition of each pavement material (including reinforcing steel). It is anticipated that the base pavement will remain in place and be reused in the proposed project. Estimate the remaining life of the base pavement for its intended future use.

4. Budget controls and life cycle costs

Prepare preliminary construction cost estimates and corresponding strategies for phased implementation. The Consultant shall also provide lifecycle costs including replacement costs, maintenance and operating expenses on traffic signals, lighting fixtures, furniture, other proposed enhancements and alternative paving materials to assist the City and stakeholders in making design decisions.

Construction of the streetscape will likely occur in phases. The consultant will balance streetscape needs, stakeholder input and funding opportunities to identify phasing strategies/scenarios.

5. Conceptual design

Preparation of conceptual design drawings for up to 3 options including site plans and illustrations to be used to solicit input and for fund raising efforts and public display. This is to include typical sections and details, and plans to show all streetscape/landscape elements in context. Conceptual design options will be used to build consensus with the schematic design. Conceptual design must also include recommendations and considerations regarding development of a successful urban retail/entertainment district.

6. Peer review

The City intends to utilize design professionals with national perspective and experience in urban planning and design, landscape architecture and/or urban revitalization for peer review of the conceptual designs. The input will be reviewed with the consultant team and considered in the proposed schematic design. This process will be coordinated by City staff.

7. Final schematic design

Preparation of final design documents based on concepts previously approved by the client. The scope of work includes: final schematic design plans and illustrations, preparation of CADD drawings, cost estimates (unit price), phasing scenario(s) and outline specifications. Drawings will be in hard copy and electronic format in compliance with project CADD standards issued by the City of Des Moines). It is anticipated that the schematic design documents will include the following items:

- Utility replacement, relocation and/or burial
- Sign supports and banners
- Pedestrian and Roadway lighting
- Landscape lighting and wiring
- Sidewalk and roadway pavement/surfaces, including detailed elevations.
- Bus shelters
- Traffic signals

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- Other enhancements or street furniture including, but not limited to: benches, trash receptacles and bike racks, public art (or accommodation for public art)
- Storm drainage, piping and conduits
- Landscaping, trees and plantings
- Grading
- Any other significant infrastructure improvements

8. Final report

A final report will summarize the process and document the proposed schematic design. The report should include the site analysis and record of important meetings.

9. Meetings, review and coordination

Numerous meetings with the City of Des Moines, Downtown business & neighborhood groups, utilities, boards, and agencies are anticipated during schematic design. Meeting notes summarizing key issues and decisions will be prepared and distributed by the consultant for all meetings.

Kick-off meetings with technical committee

Meet with representatives of the City of Des Moines staff and interested agencies to establish their current views on the goals and objectives to be accomplished in the design of the streetscape and landscape improvements. This meeting will also be an opportunity to confirm strategy and schedule, as well as gather existing project plans and related materials. The City of Des Moines will assemble the technical committee.

Technical committee meetings

The City will identify members of a technical committee comprised mainly of City staff to advise on process and progress with the schematic design. Convene technical committee at regular intervals to review progress with the schematic design.

Meetings with stakeholders committee (Downtown business and property owners, neighborhood residents and community groups).

Meet with representatives from affected businesses and the community at large to establish their current views on the goals and objectives to be accomplished in the design of the streetscape and landscape improvements on an as-needed basis. The City of Des Moines and DCA will define the stakeholders committee.

Public meetings

There will be two public meetings as a part of the schematic design process. The first public meeting will seek input on conceptual design options. The second public meeting will review the recommended schematic design, associated costs, and phasing scenarios.

10. Project management

Consultant will 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.

The City will designate a project manager.

11. Approvals

In addition to approval by City staff assigned to this project, the consultant shall obtain all necessary approvals from City Boards and Commissions and other citizen groups as directed by City staff. This will include, but is not limited to the Urban Design Review Board, the Access Advisory Board, and the City Council.

12. Deliverables

Process work is anticipated as follows:

- Site analysis report in digital format.
- Design boards and presentation as needed to convey conceptual design options. Printing as needed for presentation purposes. Provide presentation to City in digital format.
- Proposed Schematic Design boards and presentation as needed to convey schematic design proposal. Printing as needed for presentation purposes. Provide presentation to City in digital format.

Five full color and bound printed copies of the final report and 2 CDs with digital files of the final report and working files from the project will be provided to the City at the conclusion of Schematic Design.

13. Future work

The City anticipates that the selected consultant team will advance the project through construction. The Consultant team must be prepared to provide the required services subject to successful completion of schematic design and project funding.

14. Time Frame

Interviews with Design Teams	April 2012
Consultant Agreement Negotiation	April-May 2012
Agreement Approved/SD Commences	May 2012
Conceptual Design Options	July 2012
Reviews	August 2012
Final Schematic Design	November 2012
Final SD Report Completed	December 2012
Community Fund Raising	TBD
Final Design	TBD
Construction	TBD

**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.	<p>Experience, Qualifications and Expertise</p> <p>Firm's experience with similar projects, qualifications and key personnel and expertise in handling survey data. Firm’s experience on City of Des Moines Projects. Firm’s experience with a variety of funding sources for implementation, including federal funds</p>	(0 – 30)
2.	<p>Capabilities and Resources</p> <p>Projects currently under contract involving equipment and key personnel that would also handle this project along with estimated time of completion. Availability and responsiveness of staff in local area.</p>	(0 – 10)
3.	<p>Project Overview</p> <p>Convey your understanding of the project objectives. Identify major problems that you perceive at this time. Describe the overall approach you will use to overcome these problems and efficiently complete this project.</p>	(0 - 30)
4.	<p>References</p> <p>Information on other organizations for which your firm has provided comparable consulting services.</p>	(0 – 5)
5.	<p>Quality and Thoroughness of Proposal</p>	(0 – 10)
6.	<p>Geographic Location of your Firm</p>	(0 – 5)
7.	<p>Additional Factors</p> <p>a. DBE Participation b. Other related information</p>	(0 – 5)
8.	<p>Costs</p> <p>Appropriateness of estimated fee for schematic design in relation to objectives and methodology</p>	(0 – 5)