



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

DATE: August 28, 2015

REQUEST FOR PROPOSAL:

**#16-73, CONSULTING SERVICES FOR THE
4-LANE TO 3-LANE STREET CONVERSIONS -
1ST AVENUE (U.S. HIGHWAY 6 TO MALL DRIVE) AND
MORMON TREK BOULEVARD (U.S. HIGHWAY 1 TO MELROSE AVENUE)**

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front "Request for Proposal for Consulting Services for The 4-lane to 3-lane Street Conversions – 1st Avenue (U.S. Highway 6 to Mall Drive) and Mormon Trek Boulevard (U.S. Highway 1 to Melrose Avenue), RFP #16-73."

Faxed and E-mailed Proposals will not be accepted.

QUESTIONS: All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. All questions will be answered on an individual basis and will not be posted to the City's website. In order to receive a response they must be in written form and be submitted via e-mail no later than **September 11, 2015, 5:00 p.m. (local time)**.

Purchasing:

Mary Niichel-Hegwood
Purchasing Agent
mary-niichel@iowa-city.org
(319) 356-5078

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), September 18, 2015 in the City Clerk's Office. Proposers must submit **five (5)** paper copies and **one (1)** electronic copy/pdf of their proposal. Electronic copies of the proposal shall be submitted on a USB Drive; emailed copies will not be accepted.

The City is not responsible for delays occasioned by the U.S. Postal Service, or other carriers, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

Insurance is required for this project, as specified in Section III- B.
No bid security is required for this project.

NO CONTACT POLICY. All questions regarding this Request for Proposal must be in written form and must be submitted to the Purchasing Division, as stated above. After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

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SECTION I. PROPOSAL SUBMITTAL CHECKLIST

Review the following checklist to make sure the contents listed below are included in all copies of your company's proposal. The proposals shall be limited to no more than sixteen (16) pages single sided, or eight (8) pages double sided.

The required sections and specific content must be organized in the submitted proposal as they are listed below. Tabs must be included in each proposal to identify each section.

Section 1 - Executive Summary

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with the City; and c) make presentations (if required) on behalf of the firm. The same information will be required for any sub-consultants working with the primary consultant.

Section 2 – Experience with Similar Projects

Experience: Clearly indicate the specific experience of the individual/firm relative to projects of similar scale and type as this project. Include a brief description of the client, location and scope of the project.

Section 3 – Disciplines

Disciplines: Provide a list of disciplines which will be used with this project and who will provide the services.

Section 4- Respondent's Expertise and Subcontractor's Expertise

Key Personnel: Provide a complete list of key personnel who will work on the project, and all sub-consultants working on the project, along with their professional experience and their role/responsibility.

Section 5 - Proposed Project Work Plan

Project work plan: This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phase completion dates and key meeting dates.

Section 6 – Performance of Services

Methods and Means: Provide a response that defines the methods and means by which the firm will perform the services outlined in the RFP. *In addition, explain your process for ensuring the public involvement goal is met (i.e. types of meetings, number of meetings, number of interviews, etc).*

Section 7 - References

Client References: Provide names, addresses, phone numbers and email addresses of three (3) client references for projects of similar size. Each listed reference should include a brief description and scope of services that were provided.

Section 8 – Project Costs

A comprehensive and detailed listing of **all costs, fees, and reimbursable fees** to be incurred as a part of your company's work. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your company.

Section 9 – Prohibited Interest

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the submitted proposal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

Section 10 – Exceptions or Deviations

Any Exceptions or Deviations that your company may have to this Request for Proposal document must be stated. If your company has no exceptions or deviations, please clarify that there are “No Exceptions.” If you state no exceptions, you may not add your company’s terms and conditions or any other unsolicited documents to your submitted proposal.

Section 11 – Liens

List any and all liens or unsatisfied judgments presently existing against your firm. **If your firm has no liens or unsatisfied judgments you must state this.**

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE OF WORK:

The City of Iowa City Engineering Department is requesting proposals to employ a consultant for preliminary and final design services relating to the 4-lane to 3-lane conversions on 1st Avenue (U.S. Highway 6 to Mall Drive) and Mormon Trek Boulevard (U.S. Highway 1 to Melrose Avenue). As a part of the conversion, the additional pavement width will be utilized for bike lanes in both directions of travel for 1st Avenue and Mormon Trek Boulevard within the prescribed project limits.

The scope of services will include traffic modeling, design development, preparation of acquisition plats and all bidding documents; including plans, specifications, permits, construction cost estimates and other documents required to bid the Project. At a minimum, the traffic modeling shall include the development of a model for each site (1st Avenue and Mormon Trek Boulevard) utilizing the Metropolitan Planning Organization of Johnson County's (MPO) traffic volumes and projections. The intent of the modeling is to confirm pre vs. post improvement street capacity and intersection level of service. The results of this modeling will likely be presented at the public open house meetings and in other venues to support project discussions.

Additionally, the Consultant shall be responsible for coordinating required actions/permits for all work within Iowa DOT right-of-way with the Iowa DOT District 6 office. As a part of the plan development, the Consultant shall verify existing utilities (private and public) and provide coordination with the utility owners during the design process. Project documents shall utilize City of Iowa City specifications and front ends. The Consultant will be responsible for collecting any survey information that is required. The Consultant shall also plan on attending a minimum of four (4) meetings with City staff; a kick-off meeting and three design review meetings.

For estimating purposes, the City is anticipating two (2) locally let bid packages – one for each site (1st Avenue and Mormon Trek Boulevard). During the design development process, Plans shall be submitted for City review at the 30%, 60% and 90% complete milestones. Draft project specifications and all other required supplemental specifications shall be submitted for review at the 90% complete milestone.

The aforementioned project is being funded through both the City's capital improvement program and two \$500,000 grants that the City and the Metropolitan Planning Organization of Johnson County (MPO) secured through the Iowa DOT Traffic Safety Improvement Program. As required by the grants, the project design development shall be coordinated through the Iowa DOT. Copies of the grants are available upon request.

B. PROJECT PURPOSE:

Among the objectives of this project are to improve vehicle & pedestrian safety, implement complete streets measures and to promote other modes of travel (i.e. walking and biking). These objectives also support the Blue Zones Project, an initiative that the City is endorsing to encourage residents to make "Healthy Choices".

The City is soliciting from consultants their approach, work methodologies, work plan and ideas about the project to accomplish the primary purpose. Outside of the design elements necessary to successfully complete the project, a key component to carefully consider is public involvement.

C. PROJECT SCOPE:

The Project generally includes the following:

1st Avenue (U.S. Highway 6 to Mall Drive)

- Modification of the existing traffic control (pavement markings, traffic signing and traffic signals at U.S. Highway 6 and Lower Muscatine Road intersections) to convert the existing 4-lane section to 3-lane with bike lanes. With the traffic signal at the intersection of 1st Avenue and Mall Drive being replaced as a

part of the 1st Avenue Grade Separation Project, adjustments will not be needed as it has been designed for a 3-lane section. Construction of the aforementioned project will be extending through the summer of 2016. Consideration as to when the proposed conversion occurs to the south will be needed.

Mormon Trek Boulevard (U.S. Highway 1 to Melrose Avenue)

- Modification of the existing traffic control (pavement markings and traffic signing) to convert the existing 4-lane section, including the 4-lane divided portion, to 3-lane with bike lanes.
- Replacement of the existing traffic signals at Rohret Road/Cae Drive, Benton Street and Walden Square/Cameron Way.
- Pavement reconstruction of the west approach of the Walden Square/Cameron Way intersection.
- Replacement of non-ADA compliant pedestrian curb ramps at the Rohert Road/Cae Drive and Benton Street Intersections.
- Addition of a right turn lane for north bound Mormon Trek at the Benton Street Intersection.
- Pavement Rehabilitation (Partial & full depth patching only).

D. PUBLIC INVOLVEMENT:

As mentioned previously, public involvement is essential to the success of the project. The City is anticipating the need to host public open house meetings for each site. During each of these meetings, the Consultant shall be prepared to present the advantages of 4 to 3 lane street conversions. Supporting documentation would likely include any historical data from projects of similar size and type along with the pre vs. post traffic modeling results.

Individual property owner meetings may be required for properties adjacent to roadway geometric improvements including but not limited to the right turn lane addition on Mormon Trek and Benton Street along with the Mormon Trek traffic signal replacements as noted previously.

E. RESOURCES TO BE PROVIDED TO THE CONSULTANT:

The City will provide the following items to the consultant to facilitate the project plan:

1. A project manager – Individual from the Engineering Department
2. Copies of all existing applicable plans and CAD files (planometrics, contours, aerials, etc).
3. Access to all applicable City records
4. Assistance with logistics and scheduling of public open house meetings

F. SCHEDULE:

The following schedule identifies milestone dates for the project. The Engineering Department reserves the right to adjust the schedule when necessary.

1. Issue RFP – August 28, 2015
2. RFP Questions Due – September 11, 2015, 5:00 p.m. (local time)
3. Proposals Due – September 18, 2015, 2:30 p.m. (local time)
4. Consultant Interviews – October 2015
5. Selection of Consultant – October 2015
6. Design – October 2015 to January 2016
7. Bidding – February 2016
8. Construction – Spring/Summer 2016

G. PROPOSAL REQUIREMENTS:

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representative listed on page one (1) of this document no later than **September 11, 2015, 5:00 p.m. (local time)**. All questions must be in e-mail form in order to receive a response.

2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the company's proposal must be consistent with the specifications listed on the *Proposal Submittal Checklist – Section I*. Each copy must be organized as stated on the checklist and contain all of the required information in order for the City to fully evaluate the submitted proposal.
4. The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits to the City during the pre-award process.
5. Any costs associated with this project not specifically set forth in the company's submitted proposal (Section 8 – Project Costs) will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by the City.
6. All submitted proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. Responses may be rejected if the proposer fails to perform any of the following:
 - a. To adhere to one or more of the provisions established in this Request for Proposal
 - b. To demonstrate competence, experience, and ability to provide services described in this Request for Proposal
 - c. To submit a response on or before the deadline and complete all required forms
 - d. To fulfill a request for an oral presentation or interview
 - e. To respond to a written request for clarification or additional information
8. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

H. REFERENCE CHECKS AND PROPOSAL CLARIFICATION:

The City of Iowa City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer's qualifications. The City of Iowa City reserves the right to obtain and consider information from other sources concerning a vendor such as the vendor's capability and performance under other contracts.

I. CONTRACT NEGOTIATIONS:

The City of Iowa City reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. The City of Iowa City may require the Request for Proposal and the proposer's submitted proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City of Iowa City as contractually binding on the successful proposer.

The negotiated contract will provide that any material designed specifically to meet the City's Public project and needs, or any modifications to existing materials for the project will become the property of the City of Iowa City over which it shall have exclusive property rights.

J. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements, terms and conditions, and overall responsiveness to the Request for Proposal. The evaluation committee may conduct discussions with any proposer that submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other proposer. The evaluation committee reserves the right to request the proposer to provide additional information during this process.

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. Phase I of the evaluation process shall be based on a 100 point scale. It is required that a proposal receive a minimum of 80 points in order to move on to Phase II and be considered for award.

The proposal that accrues the highest points shall be recommended for award subject to the best interests of City. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

“The Vendor’s submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>PHASE ONE - POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Experience <ul style="list-style-type: none"> • Firm’s Resume • Qualifications/Personnel • Success of Similar Projects 	30
Proposed Work Plan	30
Performance of Services	20
Project Costs	<u>20</u>
Total Points Phase One	100
<u>PHASE TWO - POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Interview/Presentation	30
References <ul style="list-style-type: none"> • Proven Success of Contracts with Other Clients 	<u>20</u>
Total Points for Phase Two	50
Total Points for Phase One and Phase Two	150

K. INTERVIEW

During the initial evaluation process, the Engineering Department will request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview with the Engineering Department will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the Engineering Department.

L. CONTRACT AWARD:

1. The submitted proposal must be complete to be considered for award.

2. Award, if made, will be between the City of Iowa City and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.
3. The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
4. It is the City's intent to make an award based on the schedule provided; the City reserves the right to adjust the schedule when necessary.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a contract issued by the City, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.
7. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
8. Consideration may be given to, but not limited to the firm's resume and qualifications, experience with past and present clients, customer satisfaction and references, proven success of other contracts, firm's financial stability, the firm's ability to demonstrate an understanding of the work to be performed, demonstrated capacity to provide timely and quality deliverables, the firm's ability to comply with the requirements of this Request for Proposal, value of service relative to proposed costs.
9. The awarded vendor will be given the City's **Contract Compliance Document** to complete and return before the commencement of the contract.
10. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
11. Awarded vendor(s) will be required to submit a current certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carriers will be rated as A or better by A.M. Best

The above conditions and instructions clarify this specific Request for Proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).

SECTION III.
CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826
4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by law, during the process of negotiations, no proposals shall be handled so as to permit disclosure of proposals prior to award of the contract.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

B. BONDS AND INSURANCE

1. BID SECURITY. When required, no bid shall be considered unless accompanied by either of the following forms of bid security:
 - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under

the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid,
or

- b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:

- a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

- b. **Minimum Coverage**

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. QUALIFICATIONS, CREDENTIALS AND REFERENCES. The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. ADDENDUM TO SPECIFICATIONS. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website:
<http://www.icgov.org/default/apps/equipment/commodities.asp>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
 - Guarantees and warranties.
 - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
 - Ability to provide future maintenance and service.
 - Character, integrity, reputation, experience and efficiency.
 - Quality of performance of previous and/or existing contracts.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
 - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
 - If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
 - Such other relevant information as may be secured by the City.
 - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. **PRICING REQUIREMENTS.** All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).

5. **PRESENTATIONS.** When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.
6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
 - b. Terminated due to default, as described below.
8. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

12. **ANTI-DISCRIMINATION**. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS**. Payment terms will be negotiated as part of the contract. Payment of balances shall be made only after the submittal of work completed since previous invoicing.
2. **INVOICING**. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before the City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

City of Iowa City
Attn: Scott Sovers
Engineering Department
410 E Washington St.
Iowa City, IA 52240
3. **WITHHOLDING PAYMENT**. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. **TAXES**. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

SECTION IV. CONSULTANT AGREEMENT
(FOR REFERENCE ONLY)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and _____, of _____, hereinafter referred to as the Consultant.

BRIEF PROJECT DESCRIPTION BEGINNING WITH "WHEREAS"

NOW THEREFORE, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. SCOPE OF SERVICES

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

DESCRIBE SCOPE OF SERVICES

II. TIME OF COMPLETION

The Consultant shall complete the following phases of the Project in accordance with the schedule shown.

PRESENT SCHEDULE OF SERVICES

III. GENERAL TERMS

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
 - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "lump sum" amount listed in Section IV. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.

- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.
- I. The Consultant agrees to furnish all reports, specifications, and drawings, with the seal of a professional engineer affixed thereto or such seal as required by Iowa law.
- J. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- L. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.
- M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.
- N. Upon signing this agreement, Consultant acknowledged that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.
- O. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions to the City in the sum of \$1,000,000.

IV. COMPENSATION FOR SERVICES

DESCRIBE COMPENSATION

V. MISCELLANEOUS

- A. All provisions of the Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.
- B. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.
- C. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.
- D. The following documents are hereby incorporated into this Agreement by this reference, in reverse order of precedence: RFP #16-73 for Consulting Services for the 4-Lane to 3-Lane Street Conversions – 1st Avenue (U.S. Highway 6 to Mall Drive) and Mormon Trek Boulevard (U.S. Highway 1 to Melrose Avenue), the Consultants Proposal, and any subsequent written language agreed upon by the parties.

FOR THE CITY

FOR THE CONSULTANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

Approved by:

City Attorney's Office

Date