



Request for Proposals (RFP)
Inspection and Engineering Services for
Iowa City Water Division Collector Well Maintenance Project
February 14, 2018

SUMMARY

The City of Iowa City, Iowa, is soliciting proposals from interested consultants to inspect alluvial collector wells, and provide professional engineering services for evaluation of inspection results to include recommended improvements, opinion of probable construction costs, and schedule. Consultants wishing to submit a proposal shall include information as described in this RFP.

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SUBMITTAL DELIVERY ADDRESS

City Clerk
City of Iowa City
City Hall
410 East Washington Street
Iowa City, Iowa 52240

SUBMITTAL DEADLINE: 2:00 p.m. CDT on Friday, March 9, 2018

BACKGROUND

The City of Iowa City Water Division operates five horizontal alluvial collector wells as raw water sources for the drinking water treatment plant. Collector wells are located on two well fields in close proximity of the water treatment plant. All five wells were bored between 1999 and 2000, and were put into production in 2003. The Water Division is looking for an assessment of collector well physical condition and production, recommended operational parameters, and recommended improvements with emphasis on higher long-term production.

SCOPE OF SERVICES

The information provided in this section is not intended to comprise a detailed scope of services that will be determined in the final consultant contract, but is intended to provide general information to firms wishing to submit proposals. The City will negotiate the detailed scope of services with the successful firm.

Services will include, but not be limited to, the following:

- Conduct a kick-off meeting with City Staff.
- Review available information provided by the City.
- Survey and field verify the project area.
- Conduct/Contract inspections of wells and horizontal lateral lines and submit inspection documentation to City Staff.
- Provide corrections to record drawings for wells and lateral lines based on inspections.
- Conduct a performance test on each collector well and calculate actual production capacity.
- Submit preliminary list of recommendations and cost estimates for proposed maintenance and rehabilitation projects for wells for City review and comment.
- Develop a maintenance and record keeping schedule for collector wells.
- Project team meetings (City and Consultant staff) and field visits as necessary.
- Provide report for review at approximately 50%, 90%, and 100% completion.
- Meet with City Staff to discuss and review comments for each submittal.
- Provide report in five (5) bound hard copies and one electronic copy.

Following selection of a consultant, City staff will meet with consultant staff to negotiate final project design scope and fee.

MINIMUM QUALIFICATIONS

To be considered, consultants must document the knowledge, skills, and abilities of the firm and team members proposed for the project.

COSTS

Firms participating in the consultant selection process will be responsible for all costs incurred to respond to this RFP.

TIMELINE

Tentative consultant selection timeline is as follows:

- Submittals are due 2:00 p.m. CDT on March 9, 2018.
- Selection of consultants on approximately March 23, 2018.
- Consultant agreements finalized in April 2018.

Report to be completed by August 31, 2018.

CONSULTANT SELECTION PROCESS

The Selection Committee consists of several members of the Engineering and Water Divisions. Submittals will be reviewed based on the contents described below, and evaluated based on the following criteria: consultant qualifications and experience, project approach, consultant fees, project costs, and project scheduling. The firm deemed best qualified by the Selection Committee for the project will be selected for negotiations related to scope and fee. Should the City and Consultant not be able to reach an agreement regarding project scope and fee, the City reserves the right to negotiate with the firm determined by the City to be the next most qualified.

The intent of the selection process is to select the most qualified firm based on the identified needs of the City of Iowa City. The skills, areas of expertise, and capabilities that the City of Iowa City believes are necessary for successful completion of the project will be evaluated and factored in the selection process. In all cases, the City of Iowa City reserves the right to select a consultant firm and award a contract that is in the best interests of the City.

SUBMITTAL CONTENTS

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. However, specific requirements for each section have been minimized in order to allow for flexibility for each firm to provide information they feel best conveys their qualifications. All information and materials requested shall be provided in the proposal under a single cover. The submittal length shall be limited to a maximum of 20 single-sided (or 10 double-sided) pages, not including dividers and covers. Minimum font size shall be ten (10) point.

Cover Letter - The letter should state the firm's interest in being considered for selection and pertinent information for the firm's contact person.

General Firm Profile - A general description of the firm is required. Describe the general nature of services provided by the firm, the location of main and branch offices, and the number of years the firm has provided services similar to those anticipated on the project included in the RFP. Any sub-consultants who are expected to be a part of the design team should be identified.

Key Personnel - Provide information indicating anticipated key personnel, relationship to the projects and their positions within the firm. It is a requirement of the City of Iowa City that the key personnel identified during the consultant selection process will participate in and execute the project. Substitution of key personnel after selection will require approval by the City of Iowa City as project lead professionals are considered essential. Please indicate the persons possessing the licenses and certifications necessary to perform the type of work being requested.

Reference Projects - A listing of reference projects shall be provided. Reference projects should be of similar size and scope. Particular emphasis should be placed on innovative, sustainable and cost-effective solutions. Indicate which key personnel were involved in the reference projects and their role in the reference projects. Provide contact information for the project owners, the nature of the firm's scope of work on the project and the date the contract started and ended.

Project Approach – A description of the anticipated project approach, including technical and management factors that will lead to a quality project. Respondents are encouraged to use this section of the submittal to address unique understanding, knowledge and/or abilities of the firm as they apply to the project included in the RFP. Competitive advantages or special capabilities of project teams should be highlighted in this section.

Estimate of Resources – Based on the firm's understanding of the scope of work required, provide an estimate of the firm's resources that should be dedicated to the project. This can be in a form of the firm's choosing but should clearly convey a sense of the amount of effort, resources and an estimated price the firm believes will be required for the project.

Project Schedule – Provide a preliminary project schedule that includes projected durations for anticipated project phases, including project milestones and deliverables.

Billing Rates – Provide current billing rates for firm personnel, including rates of staff included in the proposal, at a minimum.

CONTRACT DOCUMENTS

The consultants selected to provide engineering services will be required to enter into a written consultant agreement with the City of Iowa City. A sample consultant agreement is included in Appendix A of this RFP. Any objections to agreement language shall be documented in the submitted proposal.

In addition, selected consultants will be required to submit a completed copy of the City of Iowa City Wage Theft Policy, included in Appendix B of this RFP. Any objections to agreement language shall be documented in the submitted proposal.

All projects shall utilize City of Iowa City standard front ends and contract documents for project development.

SUBMITTAL INSTRUCTIONS AND DEADLINE

The submittal should be sent or delivered to the following address:

City Clerk
City of Iowa City
City Hall
410 East Washington Street
Iowa City, Iowa 52240

Five hard copies of the proposal and one electronic (PDF) copy of the submittal are due by **2:00 p.m. CDT on Friday, March 9, 2018**. The submittals must be sealed and clearly marked as: "Request for

Proposals for the 2018 Water Well Maintenance Project.” No portion of a submittal may be submitted by FAX or e-mail.

INQUIRIES

Inquiries to clarify the requirements of the RFP can be directed to Chris Parizek by email at chris-parizek@iowa-city.org.

Meeting requests to address questions related to projects included in this RFP will be limited to one 30-minute (maximum) meeting per consultant. All inquiries must be made no later than March 2, 2018.

DISTRIBUTION LIST

AECOM
Anderson Bogert
Bolton & Menk, Inc.
Burns & McDonnell
Foth Infrastructure & Environment
Hall & Hall Engineers
HBK Engineering, LLC
HDR
HR Green Company
IIW
McClure Engineering Company
MMS Consultants, Inc.
MSA Professional Services, Inc.
Shive-Hattery, Inc.
Shoemaker & Haaland
Snyder and Associates
Stanley Consultants, Inc.
Strand Associates, Inc.
Veenstra & Kimm, Inc.
Watersmith Engineering

Appendix A

CONSULTANT AGREEMENT

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.

INSERT 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.

INSERT DESCRIPTION OF SCOPE OF SERVICES

II. TIME OF COMPLETION

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

INSERT 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

INSERT DESCRIPTION OF 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.

FOR THE CITY

By: _____

Title: _____

Date: _____

ATTEST: _____

FOR THE CONSULTANT

By: _____

Title: _____

Date: _____

Approved by:

City Attorney's Office

Date

Appendix B

CITY OF IOWA CITY WAGE THEFT POLICY

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

I. **Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction

or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

Any objection that your company has regarding this policy must be stated in the space provided below. If your company is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

Signature of Company Representative

Date