



CITY OF IOWA CITY

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

**DATE:** June 28, 2016

**REQUEST FOR PROPOSAL:**

**#17-16, CONSULTING SERVICES FOR A COMPREHENSIVE  
MASTER PLAN FOR THE CITY OF IOWA CITY PARK SYSTEM**

**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 a Comprehensive Master Plan for The City of Iowa City Park System, RFP #17-16."

**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. In order to receive a response they must be in written form and be submitted via e-mail no later than **July 11, 2016, noon (local time)**.

**Purchasing:**

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

**PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), July 19, 2016 in the City Clerk's Office.** Proposers must submit **five (5)** written copies of their proposal.

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 five (5) copies of your company's proposal. The proposals shall be limited to no more than twenty-five (25) pages.**

***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 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 descriptions of projects with respect to client, location, common issues and services provided.

### **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/phrase completion dates and key meeting/presentation 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 **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 - Conflict of 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 – Wage Theft Policy**

Your firm must carefully review the policy included in Section IV of this Request for Proposal. Any objection that your firm has regarding this policy must be stated in your in your submitted proposal. If your firm is in agreement with this policy and is able to uphold the policy, provide a statement in your submitted proposal.

## **SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**

### **A. PROJECT DESCRIPTION:**

Create a 10 year Master Plan for park facility improvements that prioritizes providing equitable, accessible and well maintained park facilities throughout Iowa City. Project includes an assessment of current park facilities to evaluate for accessibility and compliance with the American Disabilities Act, assessment of current safety and maintenance needs, determination of probable lifespan of current facilities and recommendations for future facility needs based upon community social-economic demographics, recreational use trends and community interests.

The project timeline for completion of the Master Plan is nine months from the date the contract is signed by the City Manager.

Additional information regarding the City and the Parks and Recreation Department can be found on the City of Iowa City's website at [www.icgov.org](http://www.icgov.org).

### **B. PROJECT PURPOSE:**

The Master Plan will present a 10 year prioritized plan and cost estimates for park facility maintenance, upgrades and enhancements which provide the Iowa City community with an equitable, accessible and cohesive brand of park facilities.

### **C. SCOPE OF WORK:**

The Scope of Work shall include a Work Plan, Facility Evaluation, Programs and Services Analysis, Citizen Interest and Needs, Policy Standards, Prioritization, Demographic Analysis, and Other Recommendations. This plan will not include spaces and recreation programs taking place within the City's recreation and aquatic centers. In order to fulfill these requirements the Master Plan Consultant will be responsible for the following tasks:

1. Evaluation of existing park facilities for compliance with the most current standards of Americans with Disabilities Act. Final report will include the following items related to the ADA evaluation:
  - a. Describe process(es) used to conduct ADA evaluation.
  - b. A list, by facility and park location, that describes deficiencies.
  - c. Photos of deficiencies.
  - d. A transition plan with recommended phasing for corrective work and recommendations of areas/items that may be left "as is" along with reasoning for these recommendations.
2. Evaluation of existing park facilities for safety and maintenance concerns.
  - a. A list, by facility and park location, that describes deficiencies.
  - b. Photos of deficiencies.
  - c. A maintenance/replacement plan with recommended phasing for corrective work and recommendations of areas/items that may be left "as is" along with reasoning for these recommendations.

3. Evaluation of the number and distribution of each type of park based recreational facility as bench marked against comparative communities and/or regional/national standards. (Playgrounds, picnic shelters, athletic fields, tennis courts, pickleball courts, bocce ball, horseshoes, etc..)
4. Six meetings with staff and six meetings with community steering committee to review progress and provide feedback throughout process.
5. Public Input process including community input regarding facility and park improvements through public forum, an on-line tool/portal and other means as proposed by consultant. Interviews with stakeholders, community groups and City staff to gather information regarding the needs and priorities for park facilities.
6. Develop a strategic action plan that represents the values of the community for park facilities.
7. Develop detailed recommendations for park facility improvements and cost estimates for each.
8. Make presentations for public hearings at an Iowa City Parks Commission and an Iowa City Council meeting.
9. Creation of a graphical/illustrative document with maps and tables to ease readability/understanding to assist with implementation.

**D. PUBLIC INVOLVEMENT:**

The creation of the City of Iowa City Parks System Master Plan must include an opportunity for citizens to provide input concerning park facility priorities. The consultant will develop and utilize innovative and cost-effective methods to generate and maximize public participation in the review of the plan. The consultant will work with staff and the Parks and Recreation Commission along with public officials and agencies, interested individuals and parties representing a wide range of parks and recreation user groups.

**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 - Director of Parks and Recreation
2. An advisory committee - comprised of Parks and Recreation staff, Planning staff and the Parks and Recreation Commission.
3. Copies of all existing applicable studies, plans and other data including the City of Iowa City Comprehensive Plan, the Neighborhood Open Space Plan, existing trail and park plans, recreation activity brochures, etc.
4. Access to all applicable City records
5. Assistance with logistics and scheduling of community meetings and interviews.

**F. ITEMS TO BE PROVIDED TO THE CITY:**

The consultant will be responsible for providing the following items to the City to facilitate the project plan:

1. Detailed plan of work
2. Summary of existing conditions, inventories and analysis
3. Fifteen (15) copies of a draft Master Plan for distribution and review; draft shall include all the information contained in the scope of work.

4. Appropriate written materials and graphics to be used for public presentations.
5. Fifteen (15) copies of the final Master Plan, including all elements listed in the scope of work. One black and white and one color reproducible copy of the Master Plan and electronic files to be used by the City for future reproduction.
6. Final Master Plan maps showing all open space, trails, recreation facilities provided in color poster format (24- inch by 36-inch). This shall include the goals, objectives and policies of the Master Plan.

**G. DELIVERABLES:**

The Consultant will produce an ADA Transition Plan for Parks Facilities, an Executive Summary Park Master Plan report and a Master Plan Document from which the Parks and Recreation Department can envision its future and develop the necessary procedures and operation to achieve the stated goals. The documents will be a management tool designed to produce decisions and actions to shape and guide the purpose of the organization, the operation of the organization, and the background for how the organization will focus and act in the future. The product will, at minimum, incorporate the following components and characteristics:

1. Evaluation of current park facilities to determine compliance with the American with Disabilities Act.
2. Evaluation of current park facilities to determine safety and maintenance needs.
3. Environmental scan of community to include community demographics, community trends and socio economic characteristics of each park service area.
4. Analysis of community input of park facility needs.
5. Timeline reflecting the prioritized improvements that will identify short-term projects (4 - 6 years) and longer term projects (beyond 6 years)
6. A master planning document that reflects service priorities in the short term (4-6) for the Parks and Recreation Department as well as reflects on long term (7-10 year) needs
7. Executive Summary of Master Planning Document including updated map of park facilities and amenities.

**H. SCHEDULE:**

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

1. Issue RFP – June 28, 2016
2. RFP Questions Due – July 11, 2016, noon (local time)
3. Proposals Due – July 19, 2016, 2:30 p.m. (local time)
4. Consultant Interviews – To be determined
5. Selection of Consultant – To be determined
6. Draft Report Submitted to Parks and Recreation Commission – To be determined
7. Formal Presentation and Final Report Submitted to Parks and Recreation Commission – To be determined

**I. 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 **July 11, 2016, noon (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.

**J. 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.

**K. 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.

**L. 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	30
<ul style="list-style-type: none"> <li>• Firm's Resume</li> <li>• Qualifications/Personnel</li> <li>• Success of Similar Projects</li> </ul>	
Proposed Work Plan	30
Performance of Services	20
Project Costs	<u>20</u>
<b>Total Points Phase One</b>	<b>100</b>

<u>PHASE TWO - POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Interview/Presentation	30
References	
• Proven Success of Contracts with Other Clients	<u>20</u>
<b>Total Points for Phase Two</b>	<b>50</b>
<b>Total Points for Phase One and Phase Two</b>	<b>150</b>

**M. INTERVIEW:**

During the initial evaluation process, the Parks and Recreation 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 Parks and Recreation 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 Parks and Recreation Department.

**N. 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, demonstrated creative and appropriate proposed services to engage stakeholders and develop a long range plan and facilities master plan, 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 the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
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.

13. **WAGE THEFT.** All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will 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. 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.

**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: <https://icgov.org/purchasing-bids>

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. The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
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.

13. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

**F. PAYMENT PROVISIONS**

1. PAYMENT TERMS. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.

2. INVOICING. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Purchasing Division  
Attn: Mary Niichel-Hegwood  
City of Iowa City  
410 East Washington St.  
Iowa City, Iowa 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. 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.

**SECTION V. 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.

WHEREAS, the CONSULTANT will create a 10 year Master Plan for park facility improvements that prioritizes providing equitable, accessible and well maintained park facilities throughout Iowa City. Project includes an assessment of current park facilities to evaluate for accessibility and compliance with the American Disabilities Act, assessment of current safety and maintenance needs, determination of probable lifespan of current facilities and recommendations for future facility needs based upon community social-economic demographics, recreational use trends and community interests. The project timeline for completion of the Master Plan is nine months from the date the contract is signed by the City Manager.

The Master Plan will present a 10 year prioritized plan and cost estimates for park facility maintenance, upgrades and enhancements which provide the Iowa City community with an equitable, accessible and cohesive brand of park facilities. The Consultant agrees to perform the following services for the CITY, and to do so in a timely and satisfactory manner.

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. CONTRACT REQUIREMENTS**

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

**Task 1: Scope of Work**

The Scope of Work shall include a Work Plan, Facility Evaluation, Programs and Services Analysis, Citizen Interest and Needs, Policy Standards, Prioritization, Demographic Analysis, and Other Recommendations. This plan will not include spaces and recreation programs taking place within the City's recreation and aquatic centers. In order to fulfill these requirements the Master Plan Consultant will be responsible for the following tasks:

**1.1** Evaluation of existing park facilities for compliance with the most current standards of Americans with Disabilities Act. Final report will include the following items related to the ADA evaluation:

- a. Describe process(es) used to conduct ADA evaluation.
- b. A list, by facility and park location, that describes deficiencies.
- c. Photos of deficiencies.
- d. A transition plan with recommended phasing for corrective work and recommendations of areas/items that may be left "as is" along with reasoning for these recommendations.

**1.2** Evaluation of existing park facilities for safety and maintenance concerns.

- a. A list, by facility and park location, that describes deficiencies.
- b. Photos of deficiencies.

- 1.3 A maintenance/replacement plan with recommended phasing for corrective work and recommendations of areas/items that may be left “as is” along with reasoning for these recommendations.
- 1.4 Evaluation of the number and distribution of each type of park based recreational facility as bench marked against comparative communities and/or regional/national standards. (Playgrounds, picnic shelters, athletic fields, tennis courts, pickleball courts, bocce ball, horseshoes, etc..)
- 1.5 Six meetings with staff and six meetings with community steering committee to review progress and provide feedback throughout process.
- 1.6 Public Input process including community input regarding facility and park improvements through public forum, an on-line tool/portal and other means as proposed by consultant. Interviews with stakeholders, community groups and CITY staff to gather information regarding the needs and priorities for park facilities.
- 1.7 Develop a strategic action plan that represents the values of the community for park facilities.
- 1.8 Develop detailed recommendations for park facility improvements and cost estimates for each.
- 1.9 Make presentations for public hearings at an Iowa City Parks Commission and an Iowa City Council meeting.
- 1.10 Creation of a graphical/illustrative document with maps and tables to ease readability/understanding to assist with implementation.

#### **Task 2: Public Involvement**

The creation of the City of Iowa City Parks System Master Plan must include an opportunity for citizens to provide input concerning park facility priorities. The consultant will develop and utilize innovative and cost-effective methods to generate and maximize public participation in the review of the plan. The consultant will work with staff and the Parks and Recreation Commission along with public officials and agencies, interested individuals and parties representing a wide range of parks and recreation user groups.

#### **Task 3: Items to be Provided to the CITY**

The CONSULTANT will be responsible for providing the following items to the CITY to facilitate the project plan:

1. Detailed plan of work
2. Summary of existing conditions, inventories and analysis
3. Fifteen (15) copies of a draft Master Plan for distribution and review; draft shall include all the information contained in the scope of work.
4. Appropriate written materials and graphics to be used for public presentations.
5. Fifteen (15) copies of the final Master Plan, including all elements listed in the scope of work. One black and white and one color reproducible copy of the Master Plan and electronic files to be used by the CITY for future reproduction.
6. Final Master Plan maps showing all open space, trails, recreation facilities provided in color poster format (24- inch by 36-inch). This shall include the goals, objectives and policies of the Master Plan.

**Task 4: 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 - Director of Parks and Recreation
2. An advisory committee - comprised of Parks and Recreation staff, Planning staff and the Parks and Recreation Commission.
3. Copies of all existing applicable studies, plans and other data including the City of Iowa City Comprehensive Plan, the Neighborhood Open Space Plan, existing trail and park plans, recreation activity brochures, etc.
4. Access to all applicable City records
5. Assistance with logistics and scheduling of community meetings and interviews.

**Task 5: Deliverables**

The CONSULTANT will produce an ADA Transition Plan for Parks Facilities, an Executive Summary Park Master Plan report and a Master Plan Document from which the Parks and Recreation Department can envision its future and develop the necessary procedures and operation to achieve the stated goals. The documents will be a management tool designed to produce decisions and actions to shape and guide the purpose of the organization, the operation of the organization, and the background for how the organization will focus and act in the future. The product will, at minimum, incorporate the following components and characteristics:

1. Evaluation of current park facilities to determine compliance with the American with Disabilities Act.
2. Evaluation of current park facilities to determine safety and maintenance needs.
3. Environmental scan of community to include community demographics, community trends and socio economic characteristics of each park service area.
4. Analysis of community input of park facility needs.
5. Timeline reflecting the prioritized improvements that will identify short-term projects (4 - 6 years) and longer term projects (beyond 6 years)
6. A master planning document that reflects service priorities in the short term (4-6) for the Parks and Recreation Department as well as reflects on long term (7-10 year) needs
7. Executive Summary of Master Planning Document including updated map of park facilities and amenities.

**Task 6: Schedule**

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

1. Issue RFP – June 28, 2016
2. RFP Questions Due – July 11, 2016, noon (local time)
3. Proposals Due – July 19, 2016, 2:30 p.m. (local time)
4. Consultant Interviews – To be determined
5. Selection of Consultant – To be determined
6. Draft Report Submitted to Parks and Recreation Commission – To be determined
7. Formal Presentation and Final Report Submitted to Parks and Recreation Commission – To be determined

## II. 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 agreed upon at contract commencement. 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 made 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 mylar 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.
- P. No Modifications to the Scope of Services or other contract terms can be made without the written consent of both parties. For purposes of this clause, e-mail is to be considered a writing. Authority to approve changes from the CITY side is vested solely with the City Manager, unless the City Manager delegates that authority to another named CITY employee in writing.

### **III. 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. The following documents are hereby incorporated into this Agreement by this reference, in order of precedence: RFP #17-16 for Consulting Services for a Comprehensive Master Plan for the City of Iowa City Park System, the CONSULTANT'S Proposal, and any subsequent written language agreed upon by the parties.

FOR THE CITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

FOR THE CONSULTANT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date