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January 18th, 2023

Request for Qualifications

The City of Bondurant invites engineering firms to submit qualifications for the project listed and described below. Staff will respond to those firms who submit qualifications within 30 days of the specified submittal date.

PROJECT INFORMATION

Grant Street S Realignment/Central District Stormwater Improvements Design and Funding

Project Overview: This project provides for the planning, design, and funding identification and pursuit for the realignment, expansion, and reconstruction of Grant Street S and the first phase of the Central District Stormwater Improvements, as identified in the [Master Plan](#) recently adopted by the City Council.

Location: This project covers the Grant St S corridor from Highway 65/NE Hubbell Ave. to approximately 900 feet north of 32nd Street SE and also the first phase of the Central District Stormwater Improvement Master Plan area. (See attached project map).

Schedule: The schedule of the proposed improvements is anticipated as follows:

- FY 24-26: Planning, Design, Funding Identification and Grant Applications
- FY25-28: Construction, including bid packages anticipated for earthwork and grading, roadway and Utility Improvements, and Park and trail amenities.

Professional Services: The professional services to be performed by the consultant shall include services necessary for the planning, design, and funding identification and pursuit for the following improvements.

- Realignment and reconstruction of Grant Street S.
- Construction of unnamed street connection from 15th Street SE and Grant St S.
- Construction of Phase I of the Master Plan for the Central District Stormwater Improvements including Central Park basin, loop trail, north gateway and parking, flexible lawns, and boardwalk.

Anticipated services include but are not limited to:

- Project Management
- Development of staging plan
- Traffic Studies and engineering
- Street and roadway design and engineering
- Sanitary sewer, storm sewer, water main and utility design and engineering
- Bridge Engineering
- Stormwater/Lake Engineering
- Geotechnical Engineering
- Topographic Survey



- Boundary Survey
- Acquisition Plat Preparation
- Coordination and meeting with individual property owners
- Land Acquisition Services
- Permitting
- Utility Coordination and Relocation
- Development of a framework for a regional stormwater connection fee district
- Funding source identification and grant application preparation and submittals – anticipated for no less than 3 years

It is anticipated that construction phase services, if required, will be included via supplement agreement, and are not anticipated as part of the initial scope of services.

BASIS OF EVALUATION AND CONTRACT AWARD

Received qualifications will be evaluated, scored, and ranked by a project evaluation team based on the following criteria:

- Qualifications and Key Personnel (40 points)
 - Project Approach (50 points)
 - Reference Projects/Related Experience. (10 points)
- Submittal Maximum Points: 100 points

The award of a professional services contract will be based on this evaluation, pending negotiations with the top ranked firm. The City also reserves the right to request interviews with consultants if deemed necessary by the Evaluation and Selection Committee to making their final determination.

The Selection Committee consists of several members of the Public Works Department, Planning Department, City Administration, and other City departments as needed. Submittals will be reviewed based on the submittal contents described below and evaluated based on the evaluation criteria. The firm deemed best qualified by the Selection Committee will be selected for negotiations related to final project design 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 qualifications submittal process is to allow the city to evaluate, rank and select the most qualified firm based on the identified needs of the city. The skills, areas of expertise, and capabilities that the City believes are necessary for successful design and funding of the project will be evaluated and factored in the selection process. In all cases, the City reserves the right to select a consultant firm and award contracts that are in the best interests of the City. The City does not guarantee the award of any contract and reserves the right to not award a contract for any project. The City reserves the right to consider experience(s) with consultants on past City projects in the scoring of submittals and the selection of consultants. Should a consultant fail to perform in a satisfactory manner on a current or future project, as determined by the City, the City reserves the right to eliminate the consultant from consideration for future contracts as a part of this selection process.

Consultants are responsible for errors and omissions in their submittals. No error or omission will diminish the submitter's obligations to the City. The City of Bondurant may reject any or all submissions without penalty. The City, at its discretion, may waive immaterial defects and minor irregularities in any submittal.

SUBMITTAL CONTENTS

To standardize submittals and simplify the comparison and evaluation of responses, all submittals 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 submittal under a single cover. The submittal length shall be limited to a maximum number of 20 pages, based on the sections described below, 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 included in the Request for Qualifications. 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 specific types of projects, and their positions within the firm. It is a requirement of the 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 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.

Project Approach – A description of anticipated project approach, including technical and management factors that will lead to quality projects. 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 categories included in the Request for Qualifications. Competitive advantages or special capabilities of project teams should be highlighted in this section. The project approach should be structured to include information related to the firm's general project approach, as well as any specialized or specific project approach information for the project.

Reference Projects – A listing of three to five reference projects shall be provided. Reference projects should be of similar size and scope to the Grant Street S and Phase I of the Central District Stormwater Improvements. 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. The provided information should also include the final design contract costs, final construction costs and final change order costs for each project. If the project is not yet completed/accepted, the costs may be estimated as accurately as possible. However, at least 50% of the submitted reference projects shall be completed, accepted, and include final cost information. All reference projects shall include contact information for the project owner(s), the nature of the firm's scope of work on the project, and the date the contract started and ended.

Billing Rates – Provide current billing rates for firm personnel, including rates of staff included in the submittal, at a minimum. Billing rates for consultants will be locked at the rates provided for all contracts awarded through December 31, 2023.

Conflicts of Interest – Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City. No employee or officer of the City, which includes members of the City Council and City boards and commissions, may have an interest, either direct or indirect, in any consultant agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5 Identify any relationship that has existed, or presently exists with the City of Bondurant, its staff or members of the City Council and city boards and commissions 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, Consultant shall make that statement in their submittal (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Bondurant).

SUBMITTAL OF QUALIFICATIONS

Please provide an electronic PDF copy of the qualifications to the email address below:

jhorton@cityofbondurant.com

DEADLINE: The submittal deadline for the project is 4:00 PM Monday, February 20th, 2023.

Thank you for your interest in working with the City of Bondurant and we look forward to hearing from you.

INQUIRIES

Inquiries to clarify the requirements of the Request for Qualifications must be in writing and can be directed to John Horton at jhorton@cityofbondurant.com. All inquiries must be made no later than **February 13th, 2023, at 4:00 p.m.** All questions received, including responses, will be posted under the Government Section and Request for Proposals/Qualifications subsection of the City's website at www.cityofbondurant.com.

Requests for meetings with individual consultants will not be accepted.

Additionally, a meeting where prospective bidders can ask questions in person will be held **January 30th, 2023, at 1:30 p.m.** at Bondurant City Hall (200 Second Street NE, Bondurant, IA, 50035).

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2022, by and between the CITY OF BONDURANT, IOWA, a municipal corporation, hereinafter referred to as "City", and

_____, (Fed. I.D. # _____), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement for the Project Name: **Grant Street South Realignment/Central District Stormwater Improvements Design/Funding** shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The city agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant \$

Total \$

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses, and any approved amendments to this Agreement, based upon services completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the city by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of consultant 's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Bondurant
Attn: John Horton, Public Works Director
Address: 200 Second St. NE P.O. Box 37
City, State: Bondurant, IA 50035-1021

FOR THE CONSULTANT:

Name:
Attn:
Address:
City, State:

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Consultant will cooperate with the city in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order, or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive, or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The city is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF BONDURANT, IOWA

BY: _____
Name

BY: _____
Doug Elrod, Mayor

ATTACHMENT 1

SCOPE OF SERVICES

ATTACHMENT 2
PROJECT SCHEDULE

ATTACHMENT 3

2023 SCHEDULE OF FEES

ATTACHMENT 4

CERTIFICATE OF INSURANCE