

**REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES**

**City-Wide Bridge Evaluation – 2007
Activity ID 01-2007-002**

**Fleur Drive over Raccoon River Bridge Rehabilitation
Activity ID 01-2007-003**

**S.E. 6th Street over Des Moines River Bridge Rehabilitation
Activity ID 01-2007-004**

**Pleasant Drive over Cummins Creek Bridge Replacement
Activity ID 01-2007-005**

1) Purpose

The City of Des Moines, Iowa, is seeking the services of a CONSULTANT(S) qualified to 1) perform a City-Wide Bridge and Structure Evaluation, 2) investigate and evaluate structural repair and corrosion of the existing bridge on Fleur Drive over Raccoon River and provide plans, specifications, and construction administration services for the rehabilitation of said structure, 3) investigate and evaluate the structural repair and corrosion of the existing bridge on S.E. 6th Street over Des Moines River and to provide plans, specifications, and construction administration services for the rehabilitation of said structure, and 4) investigate and evaluate the replacement of the existing bridge on Pleasant Drive over Cummins Creek to provide plans, specifications, and construction administration services for replacement of said structure.

The CITY is contacting several consulting firms to determine their interest and capabilities in performing the required work. A proposal shall be submitted on each project, your firm may submit a proposal on one or more of these projects. The CONSULTANT(S) selected from this Request for Proposal (RFP) will be engaged after competitive evaluation on the basis of the "Selection Criteria" set forth in this request.

This request invites qualified CONSULTANT(S) to submit proposals for accomplishment of the items of work specified below under Scope of Work. Proposals shall be prepared and submitted in accordance with the "Standard Provisions and Requirements" for RFP's (Attachment No. 1) and the guidelines and requirements set forth in this request.

2) Methodology

Selection will be done in a three-step process. The first step will be a review and evaluation of the responses to the RFP. Past performance on projects of similar nature will be the principal evaluation factor. Experience on urban type projects is considered very important. Interviews with the top-rated firms may be utilized as the second step.

The attached "Selection Criteria Form" (Attachment No. 3) will be utilized at the first and second steps in the consultant selection process. The third step will involve the negotiation of a detailed scope of services and fee with the top-rated firm(s). All RFP requirements must be met, or be capable of being met, by the responding firm(s), or its submittal will be disqualified as being non-responsive.

The proposal for each project shall be a maximum of twenty (20) single-sided pages, not counting resumes, dividers, and covers. No more than three pages shall be devoted to each resume. Minimum font size shall be ten (10) point.

Award of the contract, if any, will be to the CONSULTANT(S) deemed best qualified by the CITY, in accordance with the selection criteria, to perform the services outlined in this RFP. The form of contract shall be the City's standard consultant services contract, either hourly rate not to exceed, lump sum, or cost plus fixed fee.

3) Statement Deadline

The response to the Request for Proposals must be received by the City of Des Moines on or before **5:00 p.m., February 9, 2007**. The statement must be responsive to the requirements stated in the Request for Proposals. Six (6) copies of the proposal must be submitted to:

Jeb E. Brewer, P.E., City Engineer
City Hall
400 Robert D. Ray Drive
Des Moines, Iowa 50309-1891

Upon receipt, the proposals shall become the property of the City of Des Moines, without compensation to the responding firms, for disposition or usage by the City of Des Moines at its discretion. The particulars of the proposal documents will remain confidential.

4) Scope of Work

City-Wide Bridge Evaluation – 2007

The CONSULTANT(S) selected for this project will provide the following services in connection with the City-Wide Bridge Evaluation.

1. Review City record plans, bridge and structure inspection files, past SI&A sheets, and inspectors logs.
2. Inspect all bridges and structures within the City as shown on Attachment No. 4. Complete bridge inspection reports including photos, condition assessment, and recommended repairs. Confined space entry will be required to inspect the deck underside and the extrados of the arches of the downtown bridges over the Des Moines River. No underwater inspections are required.
3. Indicate changes in the current SI&A form for review by the City prior to electronic submission to Iowa DOT by the consultant on or before August 1, 2007.

4. Prepare a comprehensive report that summarizes the existing condition of each bridge and structure in the City by September 2007. The report shall identify those structures requiring replacement or major rehabilitation, those structures which require minor repairs, and those structures which are in satisfactory condition. For each bridge or structure, the report shall provide the following information:
 - A. A complete evaluation and description of the current condition of each bridge or structure, discussing and summarizing the field inspection data and SI&A forms.
 - B. Descriptions of all types of deficiencies, severity and extent of each deficiency.
 - C. Recommendations for phasing the replacement, major rehabilitation, and repair work over a ten-year period. Prioritize repairs in order of severity.
 - D. Construction cost estimates in 2007 dollars for repairing the deficiencies identified in the report. Include timeframe for major rehabilitation and replacement of bridges and structures.
 - E. Review and make recommendations for possible increase in the structure and scour inspection intervals on the bridges and structures.
5. Prepare an executive summary of the comprehensive report for submission to City Council by September 2007.
6. Evaluate the structures shown on Attachment No. 5 for the adequacy to safely carry vehicles meeting the SU7 loading requirements.
7. Those structures listed under Parks and Recreation facilities shall be evaluated, reported, and billed for separately.

Fleur Drive Bridge over Raccoon River Rehabilitation

The CONSULTANT selected for this project will provide the following services in connection with rehabilitation of the existing structure on Fleur Drive over Raccoon River.

- PHASE I PREPARE STRUCTURAL EVALUATION REPORT (10 copies) for the rehabilitation of the existing structure, after notice to proceed, to include:
- a) A review of existing plans, and preparation of a plan of the bridge deck, abutments, columns and caps, expansion joints, bearings, drainage systems, approach slabs, retaining walls, and protective coating system for documenting conditions noted during field inspections.

- b) A bridge inspection report, documenting the conditions found, including photos where possible. Acquisition of a snooper vehicle, if needed, will be the responsibility of the consultant, and costs shall be included in the proposal. The City of Des Moines may be able to coordinate the rental and use of an Iowa DOT snooper vehicle by the consultant, subject to availability and costs.
- c) An evaluation of structural and protective coating deficiencies, describing repair options, recommendations and cost estimate(s).
- d) This phase to be completed by August 15, 2007.

PHASE II **PREPARE PLANS, SPECIFICATIONS AND CONSTRUCTION ESTIMATE FOR REHABILITATION** of the structure, after review of the Structural Evaluation Report and authorization to proceed by the City. This phase is to be completed by January 31, 2008 to allow City letting in the first quarter of 2008.

PHASE III **PROVIDE CONSTRUCTION ADMINISTRATION** for the rehabilitation of the structure, including:

- a) Preletting and preconstruction meetings, as deemed necessary by the City.
- b) Review of submittals, testing, and material certifications.
- c) Site observation visits and reports as needed to ensure compliance with the plans.
- d) Construction meetings.
- e) Coordination with City/Contractor.
- f) Review and help in preparation of change orders.
- g) Coordination of claims/disputes.
- h) Final punch list review.
- i) Assist in project final out.

The City will provide continuous inspection and concrete testing during the construction phase and contract administrative activities. The rehabilitation of this structure is to be funded entirely by the City. Construction completion is anticipated in 2008.

S.E. 6th Street Bridge over Des Moines River Rehabilitation

The CONSULTANT selected for this project will provide the following services in connection with rehabilitation of the existing structure on S.E. 6th Street over Des Moines River.

PHASE I **PREPARE STRUCTURAL EVALUATION REPORT** (10 copies) for the rehabilitation of the existing structure, after notice to proceed, to include:

- a) A review of existing plans, and preparation of a plan of the bridge deck, abutments, columns and caps, expansion joints, bearings, drainage systems, approach slabs, retaining walls, and protective coating system for documenting conditions noted during field inspections.

- b) A bridge inspection report, documenting the conditions found, including photos where possible. Acquisition of a snooper vehicle, if needed, will be the responsibility of the consultant, and costs shall be included in the proposal. The City of Des Moines may be able to coordinate the rental and use of an Iowa DOT snooper vehicle by the consultant, subject to availability and costs.
- c) An evaluation of structural and protective deficiencies, describing repair options, recommendations and cost estimate(s).
- d) This work to be completed by April 1, 2007.

PHASE II PREPARE PLANS, SPECIFICATIONS AND CONSTRUCTION ESTIMATE FOR REHABILITATION of the structure, after review of the Structural Evaluation Report and authorization to proceed by the City. This phase to be completed by June 30, 2007 to allow City letting in July 2007 and City award late in August 2007.

PHASE III PROVIDE CONSTRUCTION ADMINISTRATION for the rehabilitation of the structure, including:

- a) Preletting and preconstruction meetings, as deemed necessary by the City.
- b) Review of submittals, shop drawings, testing, and material certifications.
- c) Site observation visits and reports as needed to ensure compliance with the plans.
- d) Construction meetings.
- e) Coordination with City/Contractor.
- f) Review and help in preparation of change orders.
- g) Coordination of claims/disputes.
- h) Final punch list review.
- i) Assist in project final out.

The City will provide continuous inspection and concrete testing during the construction phase and contract administrative activities. The rehabilitation of this structure is to be funded entirely by the City. Construction completion is anticipated in 2007.

Pleasant Drive Bridge over Cummins Creek Replacement

The CONSULTANT selected for this project will provide the following services in connection with replacement of the existing structure on Pleasant Drive over Cummins Creek.

PHASE I PREPARE EVALUATION REPORT (10 copies) for the removal and replacement of the existing structure, after notice to proceed, to include:

- a) A review of existing bridge plans, evaluation of hydraulic requirements of replacement structure.

- b) An evaluation of replacement structure alternatives, recommendations and preliminary schedule and cost estimate(s) to support recommendation for replacement structure.
- c) This phase is to be completed by August 15, 2007.

PHASE II PREPARE PLANS, SPECIFICATIONS AND CONSTRUCTION ESTIMATE FOR REPLACEMENT STRUCTURE to allow the City to solicit competitive bids including the securing of required agency approvals to allow construction of new structure, after review of the Evaluation Report and authorization to proceed by the City.

This phase is to be completed by January 31, 2008 to allow City bidding and award in first quarter 2008.

PHASE III PROVIDE CONSTRUCTION ADMINISTRATION for the replacement structure, including:

- a) Preletting and preconstruction meetings, as deemed necessary by the City.
- b) Responding to queries during the bidding phase.
- c) Review of submittals, shop drawings, testing, and material certifications.
- d) Site observation visits and reports as needed to ensure compliance with the plans.
- e) Construction meetings.
- f) Coordination with City/Contractor.
- g) Review and help in preparation of change orders.
- h) Coordination of claims/disputes.
- i) Final punch list review.
- j) Assist in project final out.

The City will provide continuous inspection and concrete testing during the construction phase and contract administrative activities. The design and construction of this structure is to be funded entirely by the City. Construction completion is anticipated in 2008.

5) **Proposal Format – One proposal for each project**

To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized in the manner set forth below, separated into sections, and entitled appropriately. All information and materials requested shall be provided in the proposal under a single cover.

- a. **Business Organization.** The full name and address of the firm's organization and the branch office that will perform the services described herein shall be stated. The principal in charge of the branch office shall be identified. A statement shall be included from the firm that, to the best of its knowledge, there are no circumstances which shall cause a conflict of interest in performing services for the City of Des Moines.

- b. Technical Approach and Scope of Work. The responding firm shall state in detail its understanding of the project as outlined in the Scope of Services and Supplemental Information. The approach in providing the services required shall be detailed in a proposed scope of services. An estimated schedule of work shall be provided based on the preliminary Scope of Services.
- c. Related Technical Experience. Include descriptions of a minimum of three (3) projects of similar size and nature. The project description must contain the scope of services performed, location, engineering fee, schedule of completion and reference (contact person). A one-page summary matrix of additional relevant experience shall be included.
- d. Project Staffing and Organization. Provide one organizational chart for key personnel to be assigned to the project.

Qualifications of the project manager and personnel with specialized skills shall be highlighted. Resumes for all key personnel listed shall be included and show the following:

- 1. Name, specialty, and job title.
 - 2. Years of relevant experience with firm (and previous employers).
 - 3. Academic degree(s), discipline, and year degree(s) received.
 - 4. Professional registrations.
 - 5. Office location where employed.
 - 6. A synopsis of experience, training or other qualities which reflect the individual's related experience and expected contribution to the project.
- e. Work Elements. Provide a matrix of work elements that would be included, personnel classifications, hours and the window of fee that you feel would be appropriate for the work product requested.

6) Contact Person

Any question concerning the technical aspects of the proposals should be directed to Jon G. Fussell, (Phone 515-283-4027; Fax 515-237-1814, Email: jgfussell@dmgov.org) in accordance with the "Standard Provision and Requirements" attached.

7) Project Schedule

The CONSULTANT(S) selected shall comply with the schedule dates in the Scope of Work for each project.

8) Non-Discrimination

In accordance with Title VI of the Civil Rights Act of 1964, and Title 49, Code of Federal Regulations, the City of Des Moines will insure that qualified minority business enterprises will be afforded full opportunity to submit Proposals in response to this request; and further that no person will, on the grounds of race, color or national origin, be excluded from participation in any program or activity for which the City of Des Moines received financial assistance.

9) Insurance Requirements

Attachment No. 2, Insurance Requirements and Indemnification Requirements, includes a description of the insurance the consultant must have to enter into a professional services contract with the City of Des Moines.

10) Form of Contract

The City of Des Moines standard form contract will be used for the professional services agreement. A copy of the standard form of contract will be provided upon request.

11) Record Plans of Existing Structures

The CITY will provide record plan sets and other documentation of the existing bridges and structures to qualified firms requesting them in digital format without charge. The City requests that these plan sets be returned if the Consultant is not selected.

REQUEST FOR PROPOSALS (RFP's)

City-Wide Bridge Evaluation – 2007 Activity ID 01-2007-002

Fleur Drive over Raccoon River Bridge Rehabilitation Activity ID 01-2007-003

S.E. 6th Street over Des Moines River Bridge Rehabilitation Activity ID 01-2007-004

Pleasant Drive over Cummins Creek Bridge Replacement Activity ID 01-2007-005

STANDARD PROVISIONS AND REQUIREMENTS

1. Proposal Must Be Signed by Proposer or Its Officer or Designated Agent

A proposal submitted in response to the City's Request for Proposals shall be signed by the proposer if an individual, or by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

2. Proposer Questions, Objections, and Requests for Clarification or Interpretation.

After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who have questions regarding the RFP, or who object to any term, provision, or requirement of the RFP, or who desire clarification or interpretation of any term, provision, or requirement of the RFP, may submit such questions, objections, or requests for clarification or interpretation to ***Jon Fussell, Project Engineer***, on or before ***12:00 noon on February 2, 2007***. Such questions, objections, requests for clarification or interpretation shall be submitted in writing and shall clearly identify the individual or entity submitting same, including the name, address, telephone number, FAX number and e-mail address, if any, of such person or entity. Persons or entities who desire to pose such questions, objections, or requests for clarification or interpretation shall not attempt to contact or communicate, either in writing, electronically, or orally, with any City official or employee other than the staff member or official designated above.

3. Proposers Conference.

A conference will not be held, however, firms submitting proposals are strongly encouraged to make site visits.

4. City's Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation: Issuance of Addenda to RFP.

Jeb E. Brewer, P.E., City Engineer will respond in writing to all questions, objections, requests for clarification or interpretation presented to the City as provided in paragraph 2 or raised or presented at the proposer's conference as provided in paragraph 3. Only the City's written responses shall be considered the City's official response binding upon the

City. In addition to making a written response, the City may issue addenda amending the RFP by changing, deleting, or adding terms, provisions, or requirements to the RFP.

5. Proposer's Communications with City Officials and Employees Restricted - Proposers Prohibited from Attempting to Improperly Influence City Officials or Employees - Violation May Be A Crime - Violation May Result in Rejection or Return of Proposal.

After issuance of an RFP by the City, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who desire to pose questions, objections, requests for clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to contact or communicate with, in writing, electronically, or orally, any City official or employee other than **Jon Fussell, Project Engineer**. After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not contact or communicate with, in writing, electronically, or orally, any City official or employee in an attempt to gather information which would be helpful in responding to the RFP, or in an attempt to influence the City's consideration of its competing proposal. Persons or entities who knowingly or willfully violate this provision may be guilty of a crime, punishable by fine or imprisonment. In addition, the City may refuse to accept or may return the proposal of any person or entity determined to be in violation of this provision.

6. Proposals Not Confidential; Proposer Requests for Confidentiality Under Iowa Open Records Law, Chapter 21 of Iowa Code; Disclosure of Proposal Content.

Under Chapter 22 of the Iowa Code, "Examination of Public Records", all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision, are the following:

3. Trade secrets which are recognized and protected as such by law.
6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions 3. and 6. (noted above). If a responding individual or company determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City

will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure; if not otherwise determined confidential as above provided.

7. Evaluation and Selection Committee; Procedure for Evaluation and Recommendation as to Selection of Best Proposal.

- (a) Competing proposals submitted in response to the RFP shall be evaluated by an evaluation and selection committee consisting of persons yet to be determined.

The evaluation and selection committee will utilize the evaluation criteria and scoring methodology set forth in this RFP in making its determination as to the best proposal.

8. City Council Consideration of Evaluation and Selection Committee Recommendation as to Best Proposal - Opportunity for Input by the Public.

When the evaluation and selection committee's recommendation comes before the City Council for consideration, the City Council may request that the proposer whose proposal is recommended for selection appear before the Council to give a presentation or to answer questions regarding its proposal. Competing proposers will not be allowed to speak at that time unless a prior request has been made by such a proposer and permission to speak granted by the Mayor, or unless a City Council member requests that the competing proposer be allowed to speak and the Council consents to such request. Members of the public may likewise be allowed to speak regarding the selected proposal.

9. Rejection of Proposals.

The City reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The City will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a proposer in responding to the RFP.

10. Proposal Obligations.

The contents of this RFP, of a proposal submitted in response thereto, and of the City's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful proposer

and accepted by the City, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.

11. Disposition of Proposals.

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful proposers.

12. Assignment of Contract Prohibited Unless Approved in Writing by the City.

No contract awarded pursuant to RFP shall be assignable by the successful proposer without the written consent of the City Council.

13. Statutes and Rules.

Chapter 18, Code of Iowa, and Chapter 2, Municipal Code of the City of Des Moines, contain policies and procedures for procurement under which this request for proposal is issued. The terms and conditions of this bid or request for proposal, the resulting contract or purchase order or activities based upon this bid or request for proposal shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this bid or request for proposal and resulting purchase order or contract. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the City of Des Moines.

ATTACHMENT 2
STANDARD PROFESSIONAL SERVICES – MAJOR
INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and the City of Des Moines, Iowa throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies), “admitted” and “nonadmitted” to do business in the State of Iowa, having no less than an A. M. Best Rating of “B+.” All policies, except professional liability, shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City of Des Moines. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the City of Des Moines, Iowa prior to contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Worker’s Compensation Insurance, including Employer’s Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CONSULTANT shall procure and maintain, during the life of this contract, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, and (e) Personal and Advertising Injury.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard for Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions “a” through “o”, or any subsequent ISO equivalent form or a non-ISO equivalent form). Any additional exclusions shall be listed and submitted with the Certificate of Insurance and shall be subject to the review and approval of the City of Des Moines, Iowa.

C. AUTOMOBILE LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

If the CONSULTANT'S business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements and deletion of exclusions as required of the primary policy(ies).
- E. PROFESSIONAL LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate. The CONSULTANT will notify the City if claims made erode the Policy Limits below those required above.
- F. AGENTS AND SUBCONTRACTORS: The CONSULTANT shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this contract to meet the same insurance requirements as are required of the CONSULTANT.
- G. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY : Except for Workers Compensation and Professional Liability, the policies providing the coverage's specified in B, C, and D above shall include the City of Des Moines, Iowa Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements are attached.
- H. CANCELLATION & MATERIAL CHANGES: The insurance policies providing the coverage's specified in A, B, C, D and E above shall include the City of Des Moines Cancellation and Material Changes Endorsement. A copy of this endorsement is attached.
- I. PROOF OF INSURANCE: The CONSULTANT shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in A through E and G and H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items" the title of the contract and that "Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included as per attached." These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence there inclusion in the coverage's required.

3. **INDEMNIFICATION REQUIREMENTS**

- A. INDEMNIFICATION (HOLD HARMLESS) PROVISION: To the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorney's fees, and for any damages which may be asserted, claimed or recovered against or from the City of Des Moines, Iowa by reason of personal injury, including bodily injury or death, and property damage, including loss or use thereof, which

arises out of or results from CONSULTANT's work and/or services, other than professional design services, rendered to the City of Des Moines, Iowa pursuant to the provisions of this contract.

In addition, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorney's fees, and for any damages which may be recovered against or from the City of Des Moines, Iowa by reason of any wrongful act, including any error or omission or other act, that causes liability in the performance of CONSULTANT'S professional design services rendered to the City of Des Moines, Iowa pursuant to the provisions of this contract.

It is the intention of the parties that the City of Des Moines, Iowa shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by CONSULTANT, its officers, employees, subcontractors, and others affiliated with CONSULTANT due to accidents, mishaps, misconduct, wrongful acts, negligence, damages or injuries resulting from the work performed by, or the negligent acts and errors or omissions of, CONSULTANT.

CONSULTANT expressly assumes full responsibility for any and all damage caused to City of Des Moines premises resulting from the CONSULTANT's negligent acts, errors or omissions.

CONSULTANT represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and CONSULTANT will observe, and cause its officers, employees, subcontractors, subconsultants, and others affiliated with CONSULTANT to observe all applicable safety rules.

For purposes of this Attachment, the term "CONSULTANT" means and includes the CONSULTANT, its officers, agents, employees, subcontractors, and others affiliated with CONSULTANT, and the term "City of Des Moines, Iowa" means and includes the City of Des Moines, its elected and appointed officials, and its agents, employees, volunteers, and others working on behalf of the City of Des Moines, Iowa.

4. ENDORSEMENTS

- A. ENDORSEMENTS: All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name (see attached).

**CITY OF DES MOINES, IOWA
ENDORSEMENTS**

**CITY OF DES MOINES, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

**CITY OF DES MOINES, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Des Moines, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their boards members, employees, and volunteers, are included as Additional Insured's with respect to liability arising out of the CONSULTANT'S work and services performed for the City of Des Moines, Iowa. This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage be primary, contributing or excess.

**CITY OF DES MOINES, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa.

ATTACHMENT 2
INSURANCE REQUIREMENTS

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Des Moines agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SELECTION CRITERIA (Formal Proposal and Interview)

<u>Item</u>	<u>Description</u>	<u>Rating Ranges</u>
1.	Experience, Qualifications and Expertise Firm's experience with similar projects, qualifications of key personnel and expertise in bridge construction and rehabilitation.	(0 - 20)
2.	Capabilities and Resources Projects currently under contract involving equipment and key personnel that would also handle this project along with estimated time of completion.	(0 - 20)
3.	Project Overview Convey your understanding of the project objectives. Identify major problems that you perceive at this time. Describe the overall approach you will use to overcome these problems and efficiently complete this project.	(0 - 30)
4.	References Information on other organizations for which your firm has provided comparable consulting services.	(0 - 5)
5.	Quality and Thoroughness of Proposal	(0 - 10)
6.	Geographic Location of your Firm	(0 - 5)
7.	Additional Factors	(0 - 5)
a.	DBE Participation	
b.	City Experience	
c.	Other related information	
8.	Costs Appropriateness of estimated fee in relation to objectives and methodology	(0 - 5)

CITY OF DES MOINES BRIDGE AND STRUCTURE LIST - 2007

January 2007

CITY NUMBER	FHWA NUMBER	LOCATION	TYPE
		PARK AND RECREATION STRUCTURES	
P-15	None	Pedestrain/Bike Trail S.W. 5th St (Jackson St.) over Raccoon	Thru Steel Truss
P-63	None	Pedestrain/Bike Trail over Raccoon River - DMWW Park	RR Thru Steel Truss
P-77	None	Ped /Bike Trail South of Euclid Avenue over Des Moines River	RR Steel Through Truss
P-78	None	Ped / Bike Trail Depot Street (DMURR) over Des Moines River	RR Steel Through Truss
14	None	Ped/ Bike Trail S.W. 1st Street over Raccoon River	Concrete Arch
60	None	Birdland Drive over Lagoon - Park and Rec Road	Concrete Arch
43	None	Park Road East of Prospect Road over Closes Creek	Timber Girder/Floor Beam
		PEDESTRIAN BRIDGES	
P-1	None	Pedestrian Bridge over Indianola Road	Pre-Stressed Concrete T-Beam
P-2	None	Pedestrian Bridge over University Avenue	Pre-Stressed Concrete T-Beam
P-3	None	Pedestrain Bridge over S.W. 9th Street	Pre-Stressed Concrete T-Beam
		CULVERTS	
C-9	504730	E. Hartford Avenue over Creek	Corraguted Metal Arch Culvert
C-10	504735	E. Hartford Avenue over Creek	Twin RC Arch Pipe
C-11	None	S.E. 9th Street over Crawford Creek	Steel Culvert
C-20	3681	McKinley Avenue over Yeader Creek	RCBC
C-26	None	Park Avenue over Ditch	RCBC
C-56	None	Kenyon Avenue over Creek E. - S. Union	Concrete Culvert
C-57	None	Kenyon Avenue over Creek W. - S. Union	RCP Culvert
C-61	None	S.W. 9th Street over Drainage Ditch	Corrugated Metal Culvert
C-62	502771	Indianola Road over Yeader Creek	Concrete Box Culvert
C-66	280921	S.W. 42nd Street over Frink Creek	Stone Arch/CMP
C-67	None	S.W. 42nd Street over Frink Creek	Twin R.C. Box
C-71	None	County Line Road Over Creek	Twin R.C. Box
C-72	None	S.E. 80th Avenue over Creek	Triple R.C. Box
C-76	40690	E. Army Post Road over Small Natural Stream	Twin R.C. Box
		Shaded Structures do not require inspections by this contract.	
		BRIDGES	
2	3740	Hubbell Avenue over Four Mile Creek	Concrete Slab
3	3761	Easton Blvd. over Four Mile Creek	Continuous Steel Beam
4	4140	Williams Street over Four Mile Creek	Pre-Stressed Concrete T-Beam
6	3689	Scott Avenue over Four Mile Creek	Precast Concrete Box Beam
7	3686	Scott Avenue over Lee Town Creekway	Precast Concrete Box Beam
12	4090	S.E. 6th Street over Des Moines River	Continuous Steel Beam
13	3684	Scott Avenue over Des Moines River	Concrete Arch
16	3960	S.W. 9th Street over Raccoon River & UPRR	Pre-Stressed Concrete Beam
17	3980	S.W. 7th Street over Raccoon River & UPRR	Concrete Beam/Concrete Arch
18	None	Casady Drive over Creek	Pre-Cast Concrete Arch
21	501400	S.E. 5th Street over Yeader Creek	Concrete Slab
24	4071	South Union Street over Yeader Creek	Concrete T-Beam
25	4081	S.W. 9th Street over Yeader Creek	Concrete Arch

CITY NUMBER	FHWA NUMBER	LOCATION	TYPE
		BRIDGES	
27	3683	Park Avenue over Frink Creek	Concrete Slab
28	500030	S.W. 34th Street over St. Johns Road	Concrete Slab
29	3715	St. Johns Road over Ravine	Concrete Arch
32	3831	N. Valley Drive over Walnut Creek	Precast Concrete Box Beam
33	3750	Pleasant Drive over Cummins Creek	Concrete Slab
35	3721	Grand Avenue over Des Moines River	Concrete Arch
36	3780	Forest Avenue over Closes Creek	Pre-Stressed Concrete Girder
37	3773	University Avenue over Keo Way	Pre-Stressed Concrete Girder
38	3770	University Avenue over Des Moines River	Concrete Arch
39	4010	6th Avenue over Des Moines River & Birdland Dr.	Continuous Steel Girder
40	501160	2nd Avenue over Birdland Drive	Concrete Arch
41	4060	2nd Avenue over Des Moines River	Continuous Steel Girder
45	3974	S.W. 8th St. Viaduct over M. L. K. Pkwy, Cherry St. & IAIS RR	Pre-Stressed Concrete/Steel Girder
46	3961	S.W. 9th St. Viaduct over M. L. K. Pkwy, Cherry St. & IAIS RR	Pre-Stressed Concrete/Steel Girder
47	3910	Fleur Drive over Raccoon River	Continuous Steel Girder
48	3900	Fleur Drive over UPRR & SW 22nd Street	Continuous Steel Beam
49	3710	Locust Street over Des Moines River	Concrete Arch
50	3700	Walnut Street over Des Moines River	Concrete Arch
51	3690	Court Avenue over Des Moines River	Concrete Arch
52	3731	Grand Avenue over Walnut Creek	Concrete Arch
58	3796	E. Douglas Avenue over Four Mile Creek	Concrete Slab
59	4122	S.E. 14th Street over Creek	Precast Concrete Box Beam
64	501260	Guthrie Avenue Viaduct over UPRR	Continuous Steel Girder
65	280940	S.W. McKinley Avenue (S.W. 48th Avenue) over Frink Creek	Steel Beam
68	280840	Evergreen Drive over Easter Lake	Concrete Slab
69	280890	Easter Lake Drive over Easter Lake	Concrete Slab
70	280900	E. Payton Avenue (SE 60th Ave.) over Stream	Steel Beam
73	504320	S.W. 3rd Street over Raccoon River	Prestressed Concrete Beam
74	40770	E. 30th Street (Old IA 46) over UPRR	Steel Beam
75	40700	"Old" Army Post Road over Frink Creek & Nature Trail	Steel Beam
79	335191	85th Avenue (Fleur Drive) over South Middle Creek	Prestressed Concrete Beam
81	504740	ML King Jr. Parkway Northbound over Raccoon River	Prestressed Concrete Beam
82	504745	ML King Jr. Parkway Southbound over Raccoon River	Prestressed Concrete Beam
83	504750	ML King Jr. Parkway E-W over NB Fleur Drive Ramp	Prestressed Concrete Beam
84	504755	ML King Jr. Parkway E-W over Raccoon River	Prestrd Conc. Bm/ Tied Steel Arch
85	504635	Grand Avenue over ML King Parkway (N-S)	Cast In Place PT

**CITY OF DES MOINES BRIDGE AND STRUCTURE LIST - 2007
SU7 RATING**

January 2007

CITY NUMBER	FHWA NUMBER	LOCATION	TYPE
BRIDGES			
3	3761	Easton Blvd. over Four Mile Creek	Continuous Steel Beam
4	4140	Williams Street over Four Mile Creek	Pre-Stressed Concrete T-Beam
6	3689	Scott Avenue over Four Mile Creek	Precast Concrete Box Beam
7	3686	Scott Avenue over Lee Town Creekway	Precast Concrete Box Beam
18	None	Casady Drive over Creek	Pre-Cast Concrete Arch
21	501400	S.E. 5th Street over Yeader Creek	Concrete Slab
25	4081	S.W. 9th Street over Yeader Creek	Concrete Arch
27	3683	Park Avenue over Frink Creek	Concrete Slab
28	500030	S.W. 34th Street over St. Johns Road	Concrete Slab
29	3715	St. Johns Road over Ravine	Concrete Arch
32	3831	N. Valley Drive over Walnut Creek	Precast Concrete Box Beam
33	3750	Pleasant Drive over Cummins Creek	Concrete Slab
36	3780	Forest Avenue over Closes Creek	Pre-Stressed Concrete Girder
49	3710	Locust Street over Des Moines River	Concrete Arch
52	3731	Grand Avenue over Walnut Creek	Concrete Arch
58	3796	E. Douglas Avenue over Four Mile Creek	Concrete Slab
59	4122	S.E. 14th Street over Creek	Precast Concrete Box Beam
65	280940	S.W. McKinley Avenue (S.W. 48th Avenue) over Frink Creek	Steel Beam
68	280840	Evergreen Drive over Easter Lake	Concrete Slab
69	280890	Easter Lake Drive over Easter Lake	Concrete Slab
70	280900	E. Payton Avenue (SE 60th Ave.) over Stream	Steel Beam
73	504320	S.W. 3rd Street over Raccoon River	Prestressed Concrete Beam
75	40700	"Old" Army Post Road over Frink Creek & Nature Trail	Steel Beam
79	335191	85th Avenue (Fleur Drive) over South Middle Creek	Prestressed Concrete Beam
81	504740	ML King Jr. Parkway Northbound over Raccoon River	Prestressed Concrete Beam
82	504745	ML King Jr. Parkway Southbound over Raccoon River	Prestressed Concrete Beam
83	504750	ML King Jr. Parkway E-W over NB Fleur Drive Ramp	Prestressed Concrete Beam
84	504755	ML King Jr. Parkway E-W over Raccoon River	Prestrd Conc. Bm/ Tied Steel Arch
85	504635	Grand Avenue over ML King Parkway (N-S)	Cast In Place PT