

REQUEST FOR PROPOSAL (RFP)



ISSUE DATE: September 1, 2015
CONTACT: Robert Schiesl
PHONE NO: (563) 589-4270
EMAIL: bschiesl@cityofdubuque.org

SUBMIT PROPOSAL/OFFER PRIOR TO:

CLOSING DATE: September 11, 2015
CLOSING TIME: 2:00 P.M. (local time)

SUBMIT TO:

SEE Section 14.0
FAX / EMAIL NOT ACCEPTED

DESCRIPTION:

**Southwest Arterial Project
Construction Engineering Services
English Mill Road Reconstruction
Military Road Reconstruction**

RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP.

COMPANY NAME:

DATE:

MAILING ADDRESS:

CITY/STATE:

ZIP CODE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE OF AUTHORIZED REPRESENTATIVE:

EMAIL:

PHONE:



ENGINEERING DEPARTMENT

REQUEST FOR PROPOSAL & QUALIFICATIONS

Southwest Arterial Project Construction Engineering Services

English Mill Road Reconstruction
Project No. HDP-2100 (657)-71-31

Military Road Reconstruction
Project No. HDP-2100 (664)-71-31

City of Dubuque, Iowa

September 1, 2015

RFP ORGANIZATION

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Consultant Professional Services Request for Proposal & Qualifications

September 1, 2015

1.0 INTRODUCTION

The City of Dubuque, Iowa (hereafter referred to as the City) is soliciting proposals from qualified consulting firms to determine interest and capabilities of providing Construction Engineering (CE) Services for the English Mill Road Reconstruction Project and the Military Road Reconstruction Project. The Consultant must be prequalified by the Iowa Department of Transportation (Iowa DOT) to perform Highway Roadway Construction (work code no. 221) and Bridge Construction (work code no. 222).

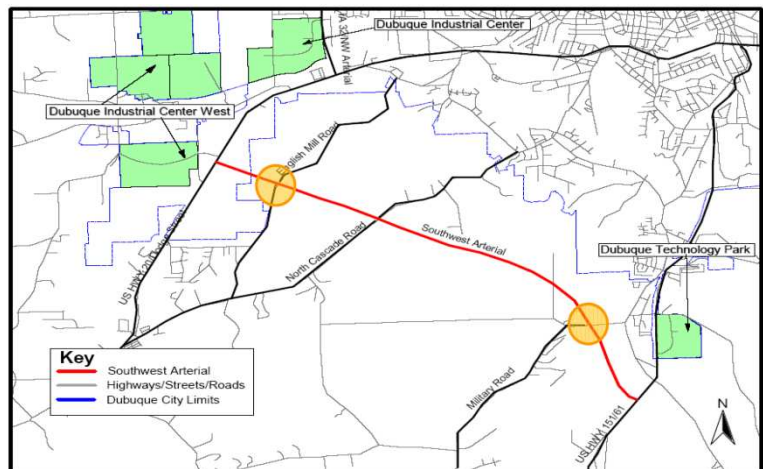
The Construction Engineering (CE) Services contract will be for full-time construction observation for the construction of the two (2) new bridges, all grading and PCC paving required for both side road improvement projects.

It is anticipated that the timeframe for construction of both projects will be approximately two (2) years following the signing of a consultant services contract. The selected Consultant will be expected to complete the contracted scope of work within the specified timeframe, under the general direction and coordination of the City's Engineering Department.

2.0 PROJECT BACKGROUND

The Dubuque City Council, the Dubuque County Board of Supervisors, the Dubuque Metropolitan Area Transportation Study (DMATS), the Dubuque Area Chamber of Commerce and the Greater Dubuque Development Corporation have all identified the completion of the Southwest Arterial Project as the No. 1 surface transportation priority in the Dubuque area. The proposed Southwest Arterial Project will be a 6.1-mile, four-lane divided freeway with priority 1-access control between U.S. Highway 61/151 and U.S. Highway 20.

Both the English Mill Road Reconstruction and the Military Road Reconstruction Projects are bisecting side road reconstruction project which are part of the overall Southwest Arterial project. Both projects will include grading, bridge, and PCC pavement improvements that will allow the future highway to travel under the new English Mill Road Bridge and the new Military Road Bridge.



Sealed bids were received for the English Mill Road Reconstruction Project by the Iowa DOT on July 21, 2015. Taylor Construction, Inc. of New Vienna, Iowa was awarded the construction contract in the amount of \$3,536,064. The English Mill Road Reconstruction project specified 240 working days with free winter work. The preconstruction meeting is scheduled for September 2nd and Taylor Construction anticipates starting grading operations in mid to late September.

Construction plans for the Military Road Reconstruction Project are approximately 95% complete with an estimate of probable cost at \$6.8 million. The Military Road Reconstruction Project is programmed for an Iowa DOT letting in either late 2015 or early 2016, with construction expected to begin in April 2016. The Military Road project is very similar to the English Mill Road project with grading, bridge and paving, however additional geotechnical parameters will be specified to address the deep shale cuts, processing of the shale material, and slope stability requirements.

3.0 RFP SUPPORT DOCUMENTATION

The following supplemental documents are included in the Appendix of this RFP as additional reference material to aid the consultant in preparing a response proposal.

- English Mill Road Reconstruction (657) Plan Set
- English Mill Road Construction Contract
- Military Road Reconstruction (664) Preliminary Plan Set
- Military Road Reconstruction (664) Preliminary Bid Items and Quantities

4.0 PROJECT FUNDING

The professional consultant services contract work, which will provide Construction Engineering (CE) services, will be funded through a combination of local, state and federal appropriations. All work associated with this contract will be subject to City and Iowa DOT review and approval and all associated federal-aid requirements.

5.0 PRELIMINARY SCOPE OF SERVICES

The scope of work associated with this consultant services contract includes the following minimum components and services required during construction.

The Consultant should not feel constrained to the preliminary scope of services as outlined in this RFP. Consultants are encouraged to include any innovative ideas, practices, or efficiencies to improve construction engineering services not identified in this RFP but deemed worth considering by the Consultant and the City.

The final contract scope of services may be adjusted to include items not listed in the preliminary scope of services, if it is determined that service(s) are needed and in the overall best interest of the project.

The scope of services to be performed by the Consultant shall be for all phases of Construction Engineering (CE) Services and completed in accordance with generally accepted standards of practice, and the Iowa DOT Standards and Specifications.

The following outline represents the preliminary scope of services, but is not limited to, the

following tasks:

- 5.1 Review contracts and supplemental materials from the City and Iowa DOT, set up recordkeeping documentation for use during construction.
- 5.2 Review data which any Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- 5.3 Conduct preconstruction meeting and prepare and distribute meeting minutes.
- 5.4 The Consultant shall provide a licensed engineer, senior inspector, or a qualified technician to make periodic visits to the construction site to observe progress and quality of the executed work and determine if the work is proceeding in accordance with the contract documents. Keep the City informed of the progress of work.
- 5.5 The Consultant shall provide a qualified senior inspector or technician to perform regular full-time on-site observations as deemed necessary by the Consultant and approved by the Owner. The level of effort for the inspection services is based on the contract with completion of construction activities in two (2) construction seasons. The on-site observations shall note the progress and quality of various aspects of the work of the Contractor and shall perform field checks and testing of material and documentation as required by the Iowa DOT. A partial list of activities include:
 - EEO board inspection
 - Wage rate interviews
 - On-site inspection of erosion control and necessary reports
 - On-site inspection of roadway grading
 - On-site inspection of rip rap installation
 - On-site inspection of pavement removal and replacement
 - On-site inspection for installation of drainage structures
 - On-site inspection and testing of concrete placement
 - On-site inspection of traffic control
 - On-site inspection of pile driving, prebore, and rock coring operations
 - On-site inspection of bridge forming and steel placement
 - On-site inspection of bridge deck and railing installation
 - On-site inspection of driveway construction if necessary
- 5.6 Certified plant monitoring for PCC and HMA plant operations. Prepare documentation and material testing in conformance with State requirements.
- 5.7 Provide construction staking services if needed.
- 5.8 Issue all instructions of the Owner to the Contractor(s) and prepare routine change orders as required, including all necessary calculations to determine accuracy and veracity of change orders.
- 5.9 Based on on-site observations and review of the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor(s) and approve, in writing, payment to the Contractor(s) in such amounts. Review

and prepare monthly pay estimates and submit to the Owner with recommendations. Final payment is subject to an evaluation of the work as a functioning project upon substantial completion and, to the results of any subsequent tests called for in the Contract Documents.

- 5.10 Provide documentation of quantities for approval by State, including submittal of working day reports.
- 5.11 Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in substantial compliance with the Contract Documents and if each Contractor has fulfilled all for their obligations so that the Engineer may approve, in writing, final payment.
- 5.12 Provide detailed as-built record plans
- 5.13 Prepare necessary certificates of completion for the Owners and State acceptance.
- 5.14 Finalize construction documentation in preparation for State audit. Upon project completion, determine the final contract quantities as required by contract documents or if agreeable to the Owner, State, and contractor from records kept during construction and payment documents submitted to the Engineer and the Owner for approval.
- 5.15 Certified payroll review
- 5.16 Attend State audit of materials and construction documentation and recordkeeping; follow up of audit requirements.
- 5.17 General project management and communication, including preparation of invoices to submit to the City in acceptable Iowa DOT format to allow reimbursement by the Iowa DOT, including documentation of project progress.

6.0 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The Disadvantaged Business Enterprise (DBE) Program, as established in Title 49, Code of Federal Regulations (CFR), Part 26, applies to this contract. **The goal for DBE participation on this contract is 2.5%.** Consultants will be expected to demonstrate a good faith effort and take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to participate in the contract work. The documentation provided shall include the following:

- List of DBE firm(s) contacted.
- List of the DBE firm(s) that responded with a subconsultant proposal.
- If the Consultant does not propose to use a DBE firm(s) that submitted a subconsultant proposal, provide an explanation why such a DBE firm will not be used.
- List the DBE firm(s) that the Consultant proposes to be retained as subconsultant and the approximate DBE percentage (%) that is anticipated for subconsultant(s) on the Project.

DBE firms must be certified by the Iowa Department of Transportation. The directory of firms certified by the Iowa Department of Transportation is available from the Iowa DOT Office of Employee Services, Civil Rights Team at 515.239.1422 or as listed in the Iowa Directory of Certified Disadvantaged Business Enterprises (<https://secure.iowadot.gov/DBE/Home/Index/>), as published by the Iowa DOT Office of Employee Services.

7.0 CONSULTANT SELECTION SCHEDULE

The general schedule for the Construction Engineering (CE) Professional Services selection process and contract negotiations is as follows:

- RFP's released to Consultants: September 1, 2015
- RFP Questions / Answers Deadline: September 8, 2015
- Consultant Response Proposals Due: September 11, 2015
- Selection Committee Review: September 15, 2015
- Recommendation to Iowa DOT / City Council: September 21, 2015 **
- Consultant - Notification: September 22, 2015 **
- Negotiate Scope of Services / Contract: September 22 - September 25, 2015 **
- Iowa DOT Pre-Audit: September 28 - October 2, 2015 **
- City Council Approve Contract: October 5, 2015 **
- Consultant - Notice to Proceed: October 6, 2015 **

** Dates shown are approximate and are subject to change.

8.0 CONSULTANT SELECTION PROCESS

Once the City receives the Consultant response proposal(s), the Selection Committee shall select a Consultant in accordance with the Iowa Department of Transportation Consultant Selection Process (I.M. 3.305). The selection ranking will be based upon the overall strength of information provided in the Consultant's response proposal submitted, the Consultant's demonstrated competence, experience and qualifications.

The Selection Committee will review each of the Consultant's response proposal submitted, rate each consulting firm and establish the order of preference to initiate contract negotiations. ***Interviews are not anticipated to be part of the selection process.***

Once the most highly ranked Consultant has been established, the Selection Committee will recommend to the City Manager, City Council and the Iowa DOT for awarding a Professional Services Contract to the highest ranked Consultant. The Selection Committee will also request authority to negotiate a final scope of work and fee structure for the Project.

All consulting firms that submit proposals will be notified of the Selection Committee's recommendation and the approved action taken by the City Council.

The Consultant Selection Committee reserves the right to reject any and all proposals.

9.0 CONSULTANT EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A review of qualifying proposals will be evaluated by the Selection Committee. Evaluation criteria to be considered by the Selection Committee to establish the ranked order of preference will include the following:

1. Past Experience with Similar Work..... 20%
2. Demonstrated Expertise in Completing Similar Projects..... 20%
3. Demonstrated Understanding of Project Requirements..... 20%
4. Professional Qualifications of Project Team and Key Personnel..... 20%
5. Present Workload and Availability of Project Team and Key Personnel.... 20%

10.0 PROFESSIONAL SERVICES CONTRACT

Once the most highly ranked Consultant has been established and approved, the contract negotiations phase will be administered by the City.

A Standard Consultant Contract will be negotiated after the selection process has been completed in accordance with the Title 23 of the Code of Federal Regulations, Part 172 - Administration of Negotiated Contracts (23 CFR 172).

A comprehensive scope of services will be developed jointly between the Consultant and the City which will become the foundation of the contract between the two parties. Negotiations will culminate in a Standard Consultant Contract as outlined in the Iowa Department of Transportation (I.M. 3.305, Appendix D) and in compliance with Federal Aid contract requirements.

The City reserves the right if an agreement on the scope of services cannot be reached, negotiations with the first-ranked Consultant will be terminated. The City will then initiate negotiations with the second-ranked Consultant.

11.0 COMPENSATION - FEE NEGOTIATION PROCESS

Compensation information should not be submitted as part of the Consultant’s response proposal and, if submitted, will not be considered.

The payment terms of the contract for this Project shall be a "cost plus fixed fee" agreement with a maximum cost not to exceed the fee negotiated with the successful Consultant. The Standard Consultant Contract for this Project shall be in accordance with the requirements of the Federal aid process. Only those services rendered after approval of the agreement will be eligible for compensation.

The City reserves the right if an agreement on the compensation cannot be reached, negotiations with the first-ranked Consultant will be terminated. The City will then initiate negotiations with the second-ranked Consultant.

Upon the successful completion of contract negotiations, the City shall recommend that the City Manager, City Council and the Iowa DOT to execute an approved Standard Consultant Contract with the successful Consultant.

A pre-audit will be performed by the Iowa DOT to determine labor, overhead, and unit rates. Yearly rate reviews may be performed at the request of the Consultant, the City or the Iowa DOT. Following contract completion, the Iowa DOT will perform a closeout audit.

12.0 INFORMATION TO INCLUDE IN PROPOSAL

The Consultant's response proposal should address all of the points outlined in this RFP and shall exclude any cost information. The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional information may be presented, the following subjects must be included and represent the criteria by which the proposal will be evaluated.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's name, address, telephone number, and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

Index

Each proposal shall contain a table of contents that delineates each section contained in the proposal and the corresponding page number.

Profile of the Firm

Provide general information about the Firm, along with its area of expertise and level of experience and knowledge of the federal aid process as it relates to this RFP. Describe the experience and success of the Firm in completing similar projects. State the size of the Firm, the size of the Firm's professional staff, and the location of the office from where the work on this Project will be performed.

Discuss the Firm's ability to integrate this Project into their present workload. Include a statement to specify if the Firm currently has the capacity to undertake the Project or whether it intends to hire additional staff or partner with subconsultants.

Scope of Services

Describe the means or strategy by which the Consultant would satisfy the scope of services necessary to complete the Project as listed in Section 5.0.

Project Team Qualifications

Provide the names of all members of the Project Team associated with this Project. Specifically identify the supervisory and management staff including principals, the Project Manager, and senior inspectors or technical experts who would be assigned to this Project. For each Project Team member, provide their qualifications and level of

experience and knowledge of the federal aid process. Include any training and relevant continuing and professional education.

Include a flow chart that shows the communication path between the City's Project Manager and Consultant / Project Team. Include all Project Team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all subconsultants staff on the Project Team flow chart.

Provide the name and location of other subconsulting firms that would be used by the Prime Consultant during the Project and the approximate percentage of the work that would be performed by each of these firms. Provide the qualifications and experience of all subconsultant staff working on the Project.

In submitting the Proposal, the prospective Consultant is representing that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, and other Project Team staff may be changed in accordance with the contract terms and conditions.

Describe the experience and success of the Project Team members proposed for the Southwest Arterial Project, in performing similar projects.

Include at least 3 client references (including individual contact names and telephone numbers) for similar projects that have been completed by the Consultant / Project Team in the last five (5) years. List the names of individuals on the Project Team proposed for the Project who have worked on the referenced projects.

Certificate of Insurance

The Consultant should provide a statement indicating that they are able to meet the City's insurance requirements for professional services (See Appendix C - Insurance Requirements). Submittal of insurance documents as part of this RFP is not required.

Federal Consent Decree

All potential contractors and consultants to the City of Dubuque that perform work that may apply to or impact the cities sanitary sewer collection system shall sign the "Certification by Contractor or Consultant" Consent Decree or a hardcopy can be provided upon request. You are required to review the Consent Decree and comply fully with its terms and conditions.

<http://www.cityofdubuque.org/DocumentView.aspx?DID=3173>

13.0 QUESTIONS REGARDING THE RFP

If you have any questions concerning this proposal, or other technical questions, please submit your requests to the City's designated representative. The City has used considerable efforts to ensure an accurate representation of information in this RFP. Each Proposer must conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter, fax, or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this RFP must be received on or before 2:00 p.m. (Local time) on **September 8, 2015**. Any inquiries received after this date will not be answered. When submitting a question to the City's representative, please include the appropriate Consultant contact information.

From the date of issuance of the RFP until final City action, the Proposer shall not discuss the RFP with or contact any other City of Dubuque staff, except as expressly authorized by the City representative identified in Section 13.0 of this RFP. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Proposer's proposal.

Contact information is as follows:

Robert Schiesl
Assistant City Engineer
City of Dubuque
50 West 13th Street
Dubuque, IA 52001
Phone (563) 589-4270
E-mail: bschiesl@cityofdubuque.org

14.0 SUBMITTAL REQUIREMENTS

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Consultant will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: September 11, 2015 on or before 2:00 p.m. CST
- Mailing Address: Robert Schiesl, P.E.
Assistant City Engineer
City of Dubuque
50 West 13th Street
Dubuque, Iowa 52001
- Submittal Copies: Five (5) sets of the proposal shall be provided.
Submit one (1) original signed proposal, four (4) copies and an electronic Adobe Acrobat (.pdf) version.

Submitted proposals must be in delivered in printed format with the exclusion of the one required electronic Adobe Acrobat (.pdf) version. The electronic Adobe Acrobat (.pdf) version shall be submitted along with proposal hardcopies. No faxed or e-mail proposals will be accepted.

The proposal must be a document of not more than ten (10) numbered, double sided 8-1/2 x 11-inch pages, and not including the letter of transmittal, index, dividers and the

front and back covers. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 10 numbered pages may not be considered.**

Each addendum must be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant's responsibility to ensure that you have received all addendums to this RFP before submitting the proposal.

The original proposal document shall be signed by an officer of the Firm who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than sixty (60) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for possible disqualification.

Each Proposer assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered, and will be returned unopened to the Proposer. The City of Dubuque will not be responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any cost incurred by any Proposer prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by the firms in responding to this RFP and those not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Thank you for your consideration and interest in the project.

Sincerely,



Robert Schiesl
Assistant City Engineer
City of Dubuque



***Consultant Professional Services
Request for Proposal & Qualifications***

September 1, 2015

Appendix A

RFP Rules and Protest Procedure

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, provided such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests, and will not affect the outcome of the selection process by giving one Proposer an advantage or benefit not enjoyed by other Proposers.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the transmittal letter and in the submitted budget.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager has recommended that a contract be negotiated with the recommended firm. However, after said authorization has been given, all contents of the selected proposal shall become public information.

DEFINITIONS

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in being considered as not in the best interest of the City.

DISPUTES / EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contract set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.



***Consultant Professional Services
Request for Proposal & Qualifications***

September 1, 2015

Appendix B

Standard Consultant Contract

***Consultant Professional Services
Request for Proposal & Qualifications***

September 1, 2015

Appendix C

Insurance Requirements
(Schedule C, July 2015)

City of Dubuque Insurance Requirements for Professional Services

Insurance Schedule C

1. _____ shall furnish a signed Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificates shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subconsultants and sub subconsultants performing work or service shall provide a Certificate of Insurance in accord with Exhibit I.
6. All required endorsements to various policies shall be attached to Certificate of insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If provider's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Whenever an ISO form is referenced the current edition of the form must be used.

Insurance Schedule C (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A Statutory—State of Iowa
 Coverage B Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Dubuque.

Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$ 1,000,000
 Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY \$ 1,000,000

F) CYBER LIABILITY \$ 1,000,000
 Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Yes _____ No _____

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is 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 Dubuque, 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.
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 Dubuque, 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 Dubuque, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN



***Consultant Professional Services
Request for Proposal & Qualifications***

September 1, 2015

Appendix D

English Mill Road Reconstruction (657) Plan Set

**OBTAINING COPIES OF THE
ENGLISH MILL ROAD RECONSTRUCTION (657) PLAN SET**

A copy of the Document(s) can be obtained by downloading the PDF file(s) from the City's sharefile FTP site by clicking on the following link:

<https://cityofdubuque.sharefile.com/d-s65253e05005404ab>

If the above link does not work in your browser viewing software, copy and paste the entire link above into your web browser to access the FTP site.

All download recipients will be required enter name and email before downloading, this helps with tracking copies of the Documents so that a current, up to date recipient list can be maintained.

Should a consultant obtain a copy of the Document(s) from an alternate source, the City respectfully requests that the consultant promptly notify the City so that a current, up to recipient list can be maintained.

The City of Dubuque shall not be responsible for a consultant failure to register as a plan holder with the City and/or failure to receive RFP related notifications.



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Appendix E

English Mill Road Construction Contract

OBTAINING COPIES OF THE ENGLISH MILL ROAD CONSTRUCTION CONTRACT

A copy of the Document(s) can be obtained by downloading the PDF file(s) from the City's sharefile FTP site by clicking on the following link:

<https://cityofdubuque.sharefile.com/d-see213e163b14d08a>

If the above link does not work in your browser viewing software, copy and paste the entire link above into your web browser to access the FTP site.

All download recipients will be required enter name and email before downloading, this helps with tracking copies of the Documents so that a current, up to date recipient list can be maintained.

Should a consultant obtain a copy of the Document(s) from an alternate source, the City respectfully requests that the consultant promptly notify the City so that a current, up to recipient list can be maintained.

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Appendix F

Military Road Reconstruction (664) Preliminary Plan Set

**OBTAINING COPIES OF THE
MILITARY ROAD RECONSTRUCTION (664) PRELIMINARY PLAN SET**

A copy of the Document(s) can be obtained by downloading the PDF file(s) from the City's sharefile FTP site by clicking on the following link:

<https://cityofdubuque.sharefile.com/d-s409a07cc0fa4d7e8>

If the above link does not work in your browser viewing software, copy and paste the entire link above into your web browser to access the FTP site.

All download recipients will be required enter name and email before downloading, this helps with tracking copies of the Documents so that a current, up to date recipient list can be maintained.

Should a consultant obtain a copy of the Document(s) from an alternate source, the City respectfully requests that the consultant promptly notify the City so that a current, up to recipient list can be maintained.

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September 1, 2015

Appendix G

Military Road Preliminary Bid Items and Quantities

**OBTAINING COPIES OF THE
MILITARY ROAD PRELIMINARY BID ITEMS AND QUANTITIES**

A copy of the Document(s) can be obtained by downloading the PDF file(s) from the City's sharefile FTP site by clicking on the following link:

<https://cityofdubuque.sharefile.com/d-se4bc7d5c3174861b>

If the above link does not work in your browser viewing software, copy and paste the entire link above into your web browser to access the FTP site.

All download recipients will be required enter name and email before downloading, this helps with tracking copies of the Documents so that a current, up to date recipient list can be maintained.

Should a consultant obtain a copy of the Document(s) from an alternate source, the City respectfully requests that the consultant promptly notify the City so that a current, up to recipient list can be maintained.

The City of Dubuque shall not be responsible for a consultant failure to register as a plan holder with the City and/or failure to receive RFP related notifications.