



**Roll Call Number**

**Agenda Item Number**

49

**Date** March 7, 2022

**APPROVING CONTRACT WITH KENDIG KEAST COLLABORATIVE, INC. TO PROVIDE  
CONSULTING SERVICES FOR DEVELOPMENT OF A CITYWIDE HISTORIC  
PRESERVATION PLAN AND AUTHORIZING CITY MANAGER TO  
EXECUTE AGREEMENT FOR THE PROVISION OF SAME**

WHEREAS, the City of Des Moines has declared as a matter of public policy the importance of the enhancement and perpetuation of its architectural and cultural history through the establishment of historical districts, and the identification and preservation of historical landmarks, as carried out in through the adoption of a Historical Preservation code and the work of a Historical Preservation commission; and

WHEREAS, the City is in need of development of a Citywide Historic Preservation Plan to for use by City leaders and staff to help guide decision making, policy and program development to further efforts for historical preservation in the City, as well as updating of the City's present Historic Preservation design guidelines; and

WHEREAS, the City Manager's Office requested the Finance Department Procurement Division to solicit proposals for a Historic Preservation Plan consultant and the Procurement Division solicited such services by advertisement and mailing RFP No. N22-12 Citywide Historic Preservation Plan for the City of Des Moines to 20 potential consultants with 1 proposal received; and

WHEREAS, the Evaluation and Selection Committee determined that the proposal submitted by Kendig Keast Collaborative, Inc., 1415 Highway 6 South, Suite A-300, Sugarland, Texas 77478, should be recommended to the City Council for award of contract; and

WHEREAS, an agreement to provide such services has been negotiated through the Development Services Department Planning and Urban Design Administrator with Kendig and Keast Collaborative, Inc., at a cost of \$92,737.00, a copy of which is on file in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that the Agreement with Kendig Keast Collaborative, Inc., for development of a Citywide Historic Preservation Plan and updating of Historic Preservation Design guidelines is hereby accepted and the City Manager is hereby authorized and directed to execute an agreement with Kendig Keast Collaborative, Inc., at a cost of \$92,737.00, a copy of which is on file in the City Clerk's Office, and the City Clerk is authorized and directed to attest to the City Manager's signature.



**Roll Call Number**

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**Agenda Item Number**

49

**Date** March 7, 2022

(Council Communication No. 22 077 )

MOVED BY \_\_\_\_\_ TO ADOPT- SECONDED BY \_\_\_\_\_.

APPROVED AS TO FORM:



Judy K. Parks-Kruse  
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
SHEUMAKER				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				
MOTION CARRIED		APPROVED		

**CERTIFICATE**

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**AGREEMENT BY AND BETWEEN THE CITY OF DES MOINES, IOWA,  
AND KENDIG KEAST COLLABORATIVE, INC FOR CONSULTANT SERVICES FOR  
COMPLETION OF A CITYWIDE HISTORIC PRESERVATION PLAN**

**THIS AGREEMENT** for Consultant Services ("Agreement") is made by and between the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "City" and Kendig Keast Collaborative ("Consultant" or "KKC"), an Illinois corporation with an address 1415 Highway 6, Suite A300, Sugarland, Texas 77478-4962, referred to as the "Consultant". This Agreement is not valid until signed by the City representative set out below.

**WHEREAS**, the City desires to procure consulting services for preparation of a citywide historic preservation plan including updating of the City's Historic Preservation Design Guidelines for the City of Des Moines, Iowa, ("the Project"); and

**WHEREAS**, on August 24, 2021, the Procurement Division issued a Request for Proposals (N22-12) for Citywide Historic Preservation Plan (RFP) to twenty (20) potential consultants; and

**WHEREAS**, the Procurement Division received one (1) proposal in response, submitted by Consultant for a fee not to exceed Eighty-Nine Thousand Two Hundred Thirty Seven Dollars (\$89,237) ("the Proposal"); and

**WHEREAS**, the City proposed an addendum to the RFP for the updating of the City's Historic Preservation Design Guidelines was included for a fee of not to exceed Three Thousand Five Hundred Dollars (\$3500.00), which was accepted by Consultant, for a total cost of the Project of Ninety Two Thousand Seven Hundred and Thirty Seven Dollars (\$92,737); and

**WHEREAS**, this Agreement is intended to formalize and implement the provisions of the RFP and of the Proposal including the Addendum and Draft Schedule, all of which are made a part of this Agreement by this reference.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1: SCOPE OF SERVICES TO BE RENDERED**

Consultant agrees during the term of this Agreement to provide to the CITY, under the terms and conditions set forth in this Agreement, the Services and Deliverables which are described in the RFP including the Addendum to the RFP, and in the Proposed Scope of Services section of the Proposal.

**SECTION 2: CONTRACT ADMINISTRATION**

That the Planning and Urban Design Administrator, Development Services Department of the City of Des Moines, Iowa (Administrator) establishes as his designee Senior City Planner Kyle Larson, who shall be the primary liaison between Consultant and the City for the purpose of administration of the services to be performed under this Agreement. The services to be performed by Consultant shall at all times be subject to the general supervision of the Administrator, or his designee.

### **SECTION 3: TERM OF CONTRACT**

In order to meet compliance deadlines as conditioned for the grant funds for the Project, Consultant shall complete all services outlined in the original RFP attached to this Contract on or before September 1, 2022, providing no unforeseen delays are experienced beyond the control of the Consultant.

For the Services to be performed under the Addendum, Consultant agrees to completion of the update to the Historic Design guidelines no later than October 31, 2022. A later date may be mutually agreed to by the parties for this portion of the Services performed.

### **SECTION 4: PRICES AND PAYMENT**

CONSULTANT's fee for all work performed under this Agreement (Scope of Services) shall not exceed Ninety Two Thousand Seven Hundred and Thirty Seven Dollars (\$92,737), which includes all travel and charges for reimbursable costs. Charges for reimbursable costs for travel are limited to coach airfare, One Hundred Fifty Dollars (\$150) per night for hotel costs, and Sixty-One Dollars (\$61.00) per day for meals. Payments to CONSULTANT shall be made upon completion and delivery or performance of all of the deliverables per phase, for each of the 5 phases as identified on page 26, Tab 3 - Draft Schedule and page 1 of Tab 8 – Project Costs of the CONSULTANT's Proposal. Final payment shall be made upon delivery and acceptance by the City of the final written report of edits to the Citywide Historic Preservation Plan and following Consultant's presentations to the City Council, Historic Preservation Commission and/or Plan and Zoning Commission. Consultant's hourly billing rate shall be as described in the Proposed Fees section of the Proposal. Such hourly rates shall be the basis for additional fees if the City requires work in addition to the Scope of Services or to the Addendum. Additional work, if any, must be by written amendment signed by both parties.

CONSULTANT's fee as proposed is understood to include costs for any stakeholder committee expenses.

### **SECTION 5: CONTRACT DOCUMENTS**

This Agreement shall include and be composed of: (1) this Agreement, (2) the RFP and the Addendum to the RFP attached hereto and incorporated herein as Exhibit A; (3) the Draft Schedule 01.25.22, attached hereto and incorporated herein as Exhibit B; (3) the Kendig Keast Proposal, attached hereto and incorporated herein as Exhibit C; and (4) the Support Services Detail attached hereto and incorporated herein as Exhibit D. In the event of any conflict or inconsistency between this Agreement and the other documents comprising the Agreement, the hierarchy of precedent shall be as listed above. This Agreement may be amended by execution of a written amendment executed by both parties.

### **SECTION 6: MEETINGS**

At the request of the Administrator, or his designee, meetings shall be bimonthly as the performance of this Agreement progresses at a mutually convenient location. Consultant shall prepare and present such information as may be pertinent or necessary to enable the Administrator to pass critical judgment on the features and progress of services under this Agreement.



## **SECTION 7: PROGRESS REPORTS AND INFORMATION**

Consultant shall furnish the City with a progress report submitted every other Wednesday by 5:00 pm which shall indicate the progress on each Task completed on the Project to the date of the report, together with a description of the status of services in progress during Consultant's performance under this Agreement. Consultant shall also, upon request of the Administrator, or his designee, furnish the necessary documentation to verify the reported progress in the performance of said services.

Consultant is entitled to assume, without independent verification, the accuracy of all information and data that the City provides to Consultant. All information and data to be supplied will be complete and accurate to the best of the City's knowledge. Consultant will use information and data furnished by others if Consultant reasonably and in good faith believes such information and data to be reliable; however, Consultant shall not be responsible for, and Consultant shall provide no assurance regarding, the accuracy of any such information or data. Consultant shall be providing advice and recommendations to the City; however, all decisions in connection with the implementation of such advice and recommendations shall be the City's responsibility. Consultant shall have no responsibility for any decisions made by the City relating to Consultant's services hereunder. Consultant shall have no responsibility for any assumptions provided by the City, which assumptions shall be the City's responsibility. The reports may include estimates of annual operating results based upon courses of action that the City expects to take prior to and during the period under analysis. The City is responsible for representations about its plans and expectations, and for the disclosure of significant information that might affect the estimated results.

Any reports prepared by Consultant are valid only when presented in their entirety and only for the purpose stated therein. It is expressly understood that (a) Consultant's reports, suggestions, analyses and conclusions, if any, do not, in whole or in part, constitute a fairness or solvency opinion and (b) Consultant will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the City have any reservations with regard to the estimates, we will discuss them with the City before the report is issued. Any partially completed work products and drafts presented to the City are for internal use only.

## **SECTION 8: ACCESS TO CONSULTANT'S RECORDS**

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The City or any of its duly authorized representatives upon no less than thirty (30) days prior written notice shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying (each at the City's sole cost and expense) during normal business hours. All such books, records, and documents shall be retained by Consultant for three (3) years from the



date of final payment under this Agreement and the City may only exercise its rights under this Section 8 one (1) time during any twelve (12) month period.

## **SECTION 9: OWNERSHIP OF DOCUMENTS**

Except as otherwise provided below, Consultant agrees that the City shall become the sole and exclusive owner of all reports, studies, designs, design plans, images, drawings, photographs, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement, including without limitation, those prepared by Consultant's subcontractors or subconsultant's ("the Works") upon completion or termination of the services of Consultant. Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Works created under this Agreement, and all intellectual property rights and proprietary rights arising out of such Works, including copyrights, patents, trademarks, and derivative works and interests. Consultant warrants to the City that the Works will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant. Upon completion or termination of this Agreement and payment of all fees due and owing to Consultant, Consultant will immediately turn over to City all Works not previously delivered to City.

To the extent any of Consultant's rights in the Works are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Works.

Notwithstanding anything to the contrary in the foregoing, to the extent that Consultant utilizes any of its property (including, without limitation, proprietary databases, proprietary information, any hardware or software) in connection with its services, such property shall remain the property of Consultant, and the City shall not acquire any right or interest in such property nor shall such property be considered part of the Works. Consultant shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization of any works of authorship) in conducting its business, and the City shall not assert or cause to be asserted against Consultant or its personnel any prohibition or restraint from so doing. To the extent that the Works include any of the foregoing intellectual property of Consultant, Consultant hereby grants to the City an irrevocable, perpetual, unlimited license to use such property in connection with the Works, in any media and for any purpose.

## **SECTION 10: TERMINATION**

If the City determines in its discretion that Consultant is not satisfactorily in accordance with the terms and conditions of this Agreement, or that further performance by Consultant under this Agreement is no longer beneficial to the City, the City may terminate Consultant's services under this Agreement by giving Consultant written notice of such termination upon no less than thirty (30) days prior written notice. In said event, the City shall promptly pay Consultant for all services rendered by Consultant prior to notice of such termination.

## **SECTION 11: INSURANCE AND INDEMNIFICATION**

Consultant shall defend, pay on behalf of, indemnify and hold harmless the City as provided for in Attachment 2 of the RFP- Insurance and Indemnity/Endorsements, shown in Attachment 1 to this Agreement. Consultant shall obtain and maintain in continuous effect during the term of this Agreement with the City and while any of its obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements set forth in Attachment 2 of the RFP, shown in Attachment 1 to this Agreement, and shall provide the City with a certificate of insurance showing such coverages prior to execution of this Agreement.

## **SECTION 12. NON-DISCRIMINATION**

Consultant shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, disability or familial status and shall furnish evidence of compliance with this provision when so requested by the City.

## **SECTION 13: CHOICE OF LAW**

This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

## **SECTION 14: FORCE MAJEURE**

Except for any payment obligations, neither party hereto will be liable for any failure or delay in performing under this Contract where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, war, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

## **SECTION 15: NOTICES, PAYMENTS AND INVOICES**

All notices which the parties are authorized or required to give one another pursuant to this Agreement, and all reports, payments and invoices, shall be in writing and may be personally delivered, sent by ordinary mail, or sent with a nationally recognized overnight carrier to the addresses hereafter provided. Mailed notices, reports, payments or invoices shall be deemed to be received by the party to whom directed five (5) business days after being deposited into the United



States mail. Such notices, reports, payments and invoices shall be delivered or mailed to the following persons at the addresses listed:

CITY:

Jason Van Essen  
Planning and Urban Design Administrator  
Development Services Department  
City of Des Moines  
600 Robert D. Ray Drive  
Des Moines, Iowa 50309

CONSULTANT:

Gary Mitchell  
President  
Kendig Keast Collaborative, Inc.  
1415 Highway 6 South, Suite A-300  
Sugarland, Texas 77478

**SECTION 16: MISCELLANEOUS**

Limitation on Warranties. This is a consulting services agreement. Due to the inherent uncertainty involved with predicting future events and local/industry conditions, Consultant makes no representations or warranties as to the findings or recommendations contained within any of its analyses, including any estimates and disclaims, and City hereby expressly waives, any and all claims based on any possible representations and warranties, whether express, implied or otherwise, including, without limitation, warranties of merchantability and fitness for a particular purpose.

Findings and Recommendations. Any findings and recommendations presented as a part of this Agreement will reflect the analysis of primary and secondary information provided by you and other involved parties. Information provided by third parties will not be audited or verified, unless otherwise noted, and will be assumed to be correct. As any projected information provided as a part of this Agreement will be based on various trends and assumptions, there will be differences between the information presented and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

Cooperation. The City shall cooperate with Consultant in connection with the performance of its services hereunder, including providing Consultant with reasonable and timely access to the City's information, data, and personnel.

Consent and Good Faith Dealings. The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by their duly authorized representatives.



**CITY OF DES MOINES, IOWA**

**KENDIG KEAST COLLABORATIVE,  
INC.**

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Scott Sanders  
City Manager

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Gary Mitchell  
President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Judy K. Parks-Kruse, Assistant City Attorney

## EXHIBIT A – REQUEST FOR PROPOSAL AND ADDENDUM 1

RFP #N22-12, Page 1 of 27

Date: August 10, 2021



### **Request for Proposal: #N22-12 Citywide Historic Preservation Plan for the City of Des Moines**

**Notice to Proposers:** Sealed proposals will be received at the Procurement Division, until the time and date specified below.

**Address Proposals to:** Attention: Procurement Division, City of Des Moines, 400 Robert D. Ray Dr., Des Moines, IA 50309. Proposals shall be sealed and clearly marked on the outside of your mailing envelope or container **“Request for Proposal #N22-12 for a Citywide Historic Preservation Plan for the City of Des Moines.”** Faxed and e-mailed proposals will not be accepted.

**Questions:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative. In order to receive a response, they must be in written form and be submitted via e-mail no later than **noon (local time), August 23, 2021.**

Procurement Division  
Mary Niichel-Hegwood  
Procurement Administrator  
[mmnhegwood@dmgov.org](mailto:mmnhegwood@dmgov.org)  
(515) 283-4205

In order to receive addendums to this RFP, Proposers must notify the Procurement Administrator via e-mail no later than **noon (local time), August 23, 2021.**

Answers to requests for clarification will be provided to all persons making a request no later than **5:00pm (local time), August 27, 2021.**

**Proposals are due no later than: noon (local time), September 8, 2021, in the Procurement Office.** Proposers must submit one (1) original copy and one (1) USB flash drive of their proposal.

If you intend to submit your proposal in-person, upon arrival at City Hall, Proposers must deliver the proposal to security staff located at the main entrance of City Hall. Security staff will deliver the proposal to the Procurement Office. Security staff is at City Hall from 8:00 a.m. – 5:00 p.m. Monday – Friday. Please allow additional time for in-person delivery. It is the Proposer’s responsibility to allow enough time for their Proposal to be filed **with the Security staff on or before noon (local time) September 8, 2021.**

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, delivery by security staff, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

Proposals received no later than the time and date stated above will be publicly opened at the Procurement Office at City Hall at **noon (local time), September 8, 2021.**

**No Contact Policy:** All questions regarding this Request for Proposal (RFP) must be in written form and must be submitted to the Procurement Division, as stated above. Once the Request for Proposal document has been issued by the Procurement Division, any contact initiated by the Proposer or by a City representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of such Proposer’s proposal from acceptance or consideration.

Following the Proposal submittal deadline, Proposers shall not contact the Procurement Division or any other City employee or representative except to respond to a request by the Procurement Division.

Proposals received no later than the time and date stated above will be publicly opened at the Procurement Office at City Hall at **noon (local time), September 8, 2021.** Proposers can attend a zoom meeting online or call in for the proposal opening by accessing the following site or using the following phone numbers to dial in.

Join Zoom Meeting

<https://dmgov-org.zoom.us/j/84982334569?pwd=UINPYVJKSXRQeVJvM1VHeWU1REkxdz09>

Meeting ID: 849 8233 4569

Passcode: 142920

One tap mobile

+13126266799,,84982334569#,,, \*142920# US (Chicago)

+17209289299,,84982334569#,,, \*142920# US (Denver)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 720 928 9299 US (Denver)

877 853 5257 US Toll-free

833 548 0276 US Toll-free

Meeting ID: 849 8233 4569

Passcode: 142920

Find your local number: <https://dmgov-org.zoom.us/u/kbk57t68IO>

All proposals shall be valid for 120 days from the RFP due date.

**Index:**

Section 1	Proposal Submittal Checklist
Section 2	Specific Requirements
Section 3	Standard Provisions and Requirements for Request for Proposals
Section 4	Professional Services – Construction Design General Insurance & Indemnification Requirements
Section 5	Pricing and Company Information Form
	Attachment 1: Non-Collusion Affidavit
	Attachment 2: Proposer's Insurance Agent Regarding Proposer's Ability to Obtain Required Insurance Coverages



### **Section 1 - Proposal Submittal Checklist**

**Review the following checklist to make sure the contents listed below are included in the original copy of your consulting team's proposal and on the USB flash drive.**

**The proposals shall be double-sided, limited to 50 pages total, with recyclable paper, no plastic cover or plastic binding.**

***The required sections and specific content must be organized in the submitted proposal as they are listed below.***

#### **Tab 1 - Executive Summary**

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with the City; and c) make presentations on behalf of the consultant team. The same information will be required for any sub-consultants working with the primary consultant.

#### **Tab 2 - Experience with Similar Projects**

Experience: Clearly indicate the specific experience of the individual/consultant relative to projects of similar scale and type as this project. Include descriptions of projects with respect to client, location, common issues and services provided.

#### **Tab 3 - Disciplines**

Disciplines: Provide a list of disciplines which will be used with this project and who will provide the services.

#### **Tab 4 - Respondent's Expertise and Subcontractor's Expertise**

Key Personnel: Provide a complete list of key personnel who would work on the project, and all sub-consultants who would work on the project, along with their professional experience and their role/responsibility.

#### **Tab 5 - Proposed Project Work Plan**

Project work plan: Include a project plan and time schedule describing the general work tasks and personnel assigned to the project. Include estimated task/phase completion dates and key meeting/presentation dates. A Gantt chart or similar is required.

#### **Tab 6 - Performance of Services**

Methods and Means: Provide a response that defines the methods and means by which the consultant team will perform the services outlined in the RFP. In addition, explain your process for ensuring the public involvement goal is met (i.e. types of meetings, number of meetings, number of interviews, etc.).

#### **Tab 7 - References**

Client References: Provide names, addresses, phone numbers and email addresses of three (3) client references for projects of similar scope. Each listed reference should include a brief description and scope of services that were provided.

#### **Tab 8 - Project Costs**

A comprehensive and detailed listing of all costs, fees, and reimbursable costs to be incurred as a part of your consultant team's work. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your consulting team.

#### **Tab 9 - Company Information Form**

Complete and sign the form included in Section 5.

#### **Tab 10 - Sustainability and Inclusion**

Provide responses to the following questions:

- What measures does your company take to minimize negative impacts to human health and the environment, if any? Describe methods and means. For example, using 3rd party certified environmentally preferable products or services.

- What goals does your company have to reflect, increase and improve diversity, inclusion, and equity in your workforce (including subcontractors) as well as board? Examples include supporting disadvantaged business enterprises, workforce demographic diversity, and company inclusion goals.

**Tab 11 - Non-Collusion and Insurance Certification:** Complete and sign the following attachments:

Attachment 1: Non-Collusion Affidavit

Attachment 2: Proposer's Insurance Agent Regarding Proposer's Ability to Obtain Required Insurance Coverages



## **Section 2 - Specific Requirements**

### **A. Project Purpose and Description:**

The primary purpose of the project is to develop a comprehensive, robust, and innovative Citywide Preservation Plan for Des Moines. The Citywide Preservation Plan will be used by City leaders and staff to help guide decision making, policy and program development for preservation in Des Moines.

The City is seeking a qualified consultant who meets the Secretary of the Interior's Professional Qualifications for Historic Preservation Planner to undertake this project. The Consultant must be knowledgeable of historic preservation planning principles and must have experience developing a citywide preservation plan. The Consultant must be familiar with both traditional best practices and innovative solutions that have been developed in similar communities. In particular, the City seeks a consultant with a commitment to inclusivity, experience engaging diverse audiences via multiple communication strategies/languages, and the ability to strengthen existing partnerships and activate new ones.

The consultant must also demonstrate experience in handling mid-century modern and other buildings "coming of age" from a historic preservation standpoint as well as display an understanding of the importance/impact of historic preservation from an environmental sustainability perspective. The consultant must be able to advise and incorporate topics currently at the forefront of historic preservation planning. These will likely include accessory dwelling/commercial units, conservation districts, archaeology, and emerging discussions surrounding cultural criteria as a basis for historic designation and protection.

This preservation planning effort will be managed by a City staff project manager who will oversee work of the selected consultant. An advisory committee comprised of elected officials, City staff, associated professionals, Historic Preservation Commission members, representatives of partner organizations, and business and neighborhood leaders will provide guidance and support. Members of the Des Moines Historic Preservation Commission will assist with community outreach and provide substantial input throughout the process. Other groups that are anticipated to participate in community outreach are the Des Moines Rehabbers Club, the Des Moines Historical Society and neighborhood associations. It is understood that in light of the COVID pandemic and the need for social distancing, it may be necessary to conduct meetings virtually, rather than in person.

### ***Project Background***

The City of Des Moines is Iowa's capital City and the seat of Polk County. The City's population is approximately 215,000 residents across 52 neighborhoods. The city is situated at the confluence of the Des Moines and Racoon Rivers and is a commercial, industrial and recreational hub for the metro region and state. It also enjoys a long and rich history of settlement dating back to 1831, an existence that predates Iowa's statehood in 1846. The town government was organized in 1851 and Des Moines became the site of state capital in 1857. The city's history is reflected in the many historical sites and architecture within its boundaries that have long been associated with prominent historical figures and events for nearly two centuries.

The City has become a bustling metropolis gaining national recognition. Recent accolades include being listed as a Top 10 Best Place for Business and Careers (Forbes, 2019), 5th Best Place to Live in the U.S. (U.S. News & World Report, 2019), and a top seven Most Recession-Proof Cities in the U.S. (Livability, 2019). A significant factor in the City's renaissance is the revitalization of our downtown and numerous historic buildings, fueled by historic tax credit applications. As the City seeks to leverage this momentum and foster additional historic preservation activities, we need an updated Preservation Plan to guide this effort.

Des Moines has been a designated Certified Local Government (CLG) since 1986. Our Historic Preservation Commission advises City Council on preservation-related topics and reviews exterior alterations in our 3 designated Local Historic Districts. In 1995, our first comprehensive Preservation Plan was adopted. Since that time, the City has invested in numerous historic resource inventories and supported the Historic Register designation of many National Historic Districts and individual property listings.

Additional successes since 1995 include the rehabilitation and adaptive reuse of multiple prominent historic civic buildings, incorporation of a new Local Historic District, the development of a Demolition Delay Ordinance, and the designation of our first Main Street District. The 1995 plan also provided the mechanism by which City staff incorporates preservation planning and advocacy into individual neighborhood plans. Challenges remain. The City continues to seek a balance between historic preservation and new development. The City is seeking appropriate policy



tools beyond demolition with which public nuisances can be abated and the historic fabric of our neighborhoods can be protected.

The City's demographics have also changed significantly since 1995 and neighborhoods reflect this diversity with schools serving students speaking over 30 native languages. This growing multiculturalism is a strength and adds to the City's vibrancy, but language and cultural differences require innovative approaches to outreach and education.

This is an important moment for the future of historic preservation in Des Moines. In 2015, a new comprehensive plan, PlanDSM, was adopted, and just last year the City adopted a new comprehensive form-based zoning code. The City's Community Development Department and Office of Economic Development are being restructured to provide services more effectively and new strategies are being developed to enhance the attractiveness and vibrancy of our neighborhoods. Historic preservation can play an integral role as downtown's revitalization is further bolstered and extends out into our neighborhoods, but a new planning framework and specific implementation strategies for it to most effectively do so are needed.

### ***Project Considerations***

This project is slated to begin in mid-2021. The challenges of the COVID-19 pandemic remain strong. The Consultant will be required to abide by all City of Des Moines policies for the facilitation of work related to this project. Where necessary, alternative delivery methods may need to be considered for public meetings, stakeholder and community engagement and other project aspects. Consultants should consider these challenges in their proposal. The consultant will coordinate approaches and receive final approval from the City's project manager.

***Note: On-site visits shall be in accordance with the CITY's COVID-19 Policy Guidelines at the time onsite visits are to be conducted.***

### ***Project Timeline***

The project timeline for the Citywide Preservation Plan is for completion by September 30, 2022. We anticipate an approximately 12-month timeframe from the date of contract approval to final adoption by City Council.

## **B. Scope of Services:**

The City of Des Moines strives to develop a Citywide Preservation Plan that is comprehensive, robust, and innovative, while also being a document that the public and local stakeholders can successfully engage in and utilize to further local preservation efforts. The Consultant must demonstrate an understanding of the Plan's impact beyond just the preservation aspect and how the plan may affect broader development and redevelopment within the City of Des Moines. This plan will serve to mobilize the community and empower City leaders, staff and residents through a comprehensive strategy.

The Preservation Plan must be developed in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning. A qualified consultant will be hired to develop a Des Moines Preservation Plan and to provide the following scope of work:

- Summarize the City's existing preservation program including economic factors, stakeholders, current issues and existing tools
- Analyze the current City preservation program including all pertinent ordinances and procedures and their impacts
- Identify all city-owned properties that are listed on the National Register, are eligible for the National Register, or are locally landmarked (based on list provided by the city of city-owned real estate)
- Provide strategies and recommendations on the following:
  - Overall improvements to existing programs and procedures
  - Effective public education and communications strategies
  - Identification and recommendation on future survey (above ground and archeological) needs including identification of under surveyed areas, populations, cultural resources, and architectural styles
  - Guidance and strategies on managing potential impacts of relocating historic buildings

- Investment mechanisms (public and private) to improve and protect historic building stock in our neighborhoods
- Strategies for local districts, public nuisances, City-owned properties, moving historic properties, diversity in preservation and other emerging historic preservation issues.
- Preservation and reuse of historic city-owned properties

**C. Public Involvement:**

The creation of the Preservation Plan will involve substantial resident and stakeholder participation. Public input will be essential to the success of this planning effort and to empowering individuals to action during plan implementation. The consultant will be required to develop and utilize innovative and cost-effective methods to generate and maximize public participation in the development of the plan. The consultant will work with The City's Project Manager and interested individuals and parties representing a wide range of stakeholders. Key stakeholders are identified in the Scope of Services section of this Request for Proposal.

We anticipate offering a variety of input opportunities including focus groups, digital surveys, meetings with partner organizations and neighborhood associations. We hope to celebrate the planning effort with events such as tours and lectures that empower engagement and mark important process milestones. We desire the planning process itself to proceed in a manner that builds capacity and ensures successful long-term implementation.

**D. Resources to be Provided to the Consultant:**

The City will provide the following items to the consultant to facilitate the project plan:

1. Project Manager from the Development Services Department
2. Advisory Committee - Comprising city staff and external stakeholders from key local and regional institutions and stakeholder groups. This committee will help guide the overall development of the plan.
3. Printed and/or digital files of all existing applicable studies, plans, and other data.

Several planning documents are publicly available. Those that are or have been digitized are available via the links below:

- 1995 Preservation Plan
- City Comprehensive Plan - [PlanDSM](#)
- City Strategic Plan - [GuideDSM](#)
- LiveDSM, Parks and Recreation - [LiveDSM Parks and Recreation Comprehensive Plan.pdf \(revize.com\)](#)
- MoveDSM- [Transportation Master Plan](#)
- InvestDSM (Neighborhood Revitalization Strategy), [About | Invest DSM | A Collaboration of Des Moines and Polk County](#)

4. Access to all applicable City records including GIS assets
5. Assistance with logistics and scheduling of community meetings and interviews
6. CLG Grant Project Director's Manual Forms, if needed

**E. Products to be Provided to the City:** The Consultant will be required to produce and distribute the following products:

**Progress reports:**

Provide the Project Manager with quarterly progress reports that are required by the SHSI on a quarterly basis for the duration of the project. The Project Manager may assist in the submittal of these quarterly reports in an electronic file format to the SHSI.



**Tangible work products:**

The project will result in the creation of a Citywide Preservation Plan for Des Moines. The final version will be a City Council approved document that will be adopted as an element of Plan DSM, which is the City's comprehensive plan. It will be used to guide policy decisions including anticipated improvements to the City's historic preservation program. The document will be posted on the City's website and made available to the public.

Our 1995 Preservation Plan was primarily visionary and heavy on narrative. For our new plan to be most effective, we anticipate a strong focus on implementation mechanisms with a specific, yet flexible, framework of action items that incorporates components that can be adopted and utilized by partner organizations.

Additional work products will likely include presentations tailored to various audiences/partners, highly graphic summary documents, social media campaigns, and awareness-building videography. All products will be submitted digitally except an unbound, single-sided copy of the final preservation plan is required.

**Additional work products:**

- HADB form
- 10-15 photographs of the project in progress
- Any required documentation for grant reimbursement through SHSI

**F. Project Schedule:**

The following schedule identifies milestone dates for the project. The Development Services Department reserves the right to adjust the schedule when necessary.

**Project RFP Schedule:** Note: The City of Des Moines reserves the right to adjust this schedule based on administrative requirements.

<b>Interviews</b>	<b>September 2021</b>
<b>Vendor Recommendation</b>	<b>September/October 2021</b>
<b>Project Initiation</b>	<b>September/October 2021</b>

**Project Execution Schedule:** Note this schedule is subject to change based on contract date and proposed schedules

Kick Off Meeting w/ City, SHPO, and Consultant	October 2021
Kick off community event/lecture series begins	October 2021
Preliminary scoping workshops with partner organizations, elected officials, City staff, community residents	October – November 2021
Online survey posted	December 2021
Draft outline of plan	January 2022
Online survey closed	February 2022
Administrative draft	March 2022
Community workshop(s), second round	April 2022
Historic Preservation Commission, Public, SHPO review draft	May 2022



Final community workshop(s)	June 2022
Final draft	July 2022
Approval by Historic Preservation Commission, Planning & Zoning Commission, and Des Moines City Council	July – September 2022

**G. Proposal Requirements:**

1. The submission of a proposal by a Proposer is deemed to be the Proposer's acceptance of the terms and conditions herein, unless otherwise stated. All deviations from the proposal specifications must be noted in detail by the Proposer, in writing, at the time of submittal of this proposal. The absence of a written list of deviations at the time of submittal of the proposal will hold the Proposer strictly accountable to the specifications contained in this Request for Proposal.
2. Proposers submitting proposals for specific services must clearly demonstrate and provide documentation substantiating that they are qualified and are able to meet the requirements of the Request for Proposal to provide the services proposed by the company, otherwise they may be disqualified, at the sole discretion of the City.
3. The Proposer is responsible for all costs related to the preparation of this proposal.
4. Insurance is required for this contract, as specified in Section 4 and Attachment 2. A Bid Bond is not required for this contract
5. Proposed pricing shall be firm from the beginning date of the signed agreement. All proposed pricing must be clearly stated and identified by each service proposed. All proposed services must include all expenses required to perform the contract. Any exclusions of costs to perform this contract will be the responsibility of the Proposer.
6. In addition to other reasons, proposals may be rejected if the proposal fails to comply with any of the following:
  - To adhere to one or more of the provisions established in this Request for Proposal
  - To demonstrate competence, experience, and ability to provide services described in this Request for Proposal
  - To submit a response on or before the deadline and complete all required forms
  - To fulfill a request for meeting or interview with the City
  - To respond to a written request for clarification or additional information

**H. Reference Checks and Proposal Clarifications:**

The City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the Proposer's qualifications. The City reserves the right to obtain and consider information from other sources concerning a Proposer such as the Proposer's capability and performance under other contracts.

**I. Evaluation and Selection Process:**

**1. Committee Evaluation and Recommendation**

An Evaluation and Selection Committee will evaluate the proposals received in accordance with the below Evaluation Criteria. Failure of the Proposer to provide any information requested in the Request for Proposal may result in disqualification of the proposal. The evaluation process shall be based on a 103-point scale. The proposal(s) that accrues the highest point total shall be recommended for award subject to the best interests of the City. Each Evaluation Criteria category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's specifications. The following table lists the maximum points associated with each category.

The Committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal.

## 2. Scoring Proposals

<b>Experience (Tab 2, 3, 4, &amp; 7)</b>	25
<ul style="list-style-type: none"> <li>• Consultant Team Composition</li> <li>• Consultant Team Resume</li> <li>• Capabilities, Qualifications, and Personnel</li> <li>• Success of Similar Projects/References</li> </ul>	
<b>Proposed Work Plan (Tab 5)</b>	30
<ul style="list-style-type: none"> <li>• Overall Project Schedule / Timeline</li> <li>• Comprehension of Project</li> <li>• Tasks and Benchmarks</li> </ul>	
<b>Performance of Services (Tab 6)</b>	35
<ul style="list-style-type: none"> <li>• Means and Methods Approach</li> <li>• Public Engagement Strategy</li> <li>• Innovation</li> </ul>	
<b>Professional Service Cost (Tab 8)</b>	10
<b>Local Preference</b>	<u>1</u>
<b>Sustainability (Tab 10)</b>	1
<b>Diversity, Inclusion, &amp; Equity (Tab 10)</b>	<u>1</u>
<b>Total Points</b>	103

**Local Preference:** Given to businesses with headquarters, or headquarters of its parent or holding company, residing within the corporate limits of the City of Des Moines as required by section 2-705 of the Municipal Code.

### **Proposed Professional Service Costs**

An outline of professional service fees itemized for each Task for completing the Scope of Work and Services must be summarized in a clear, easy-to-read chart listing tasks, team member, rate, time estimated, expenses, etc. Professional fees must be on a not-to-exceed (NTE) basis accrued at your hourly rates for the time applied to the project. All reimbursable expenses incurred must be included in the Consultant's NTE fee, but may be listed as a separate line item.

For the Proposed Professional Service Cost, the maximum number of points will be awarded to the proposal with the lowest cost of the resulting contract agreement. Points assigned to other NTE fee proposals will be on a proportional basis according to the following formula:

Example:

**Proposal A: \$18,000 = 10 points**

**Proposal B: \$20,000 = 9 points**

**Low Cost Proposal A/Proposal B X 10 = points awarded**

## 3. Selection and Proposer Interviews

The Evaluation and Selection Committee will score the proposal of each Proposer based upon the above criteria. The Evaluation and Selection Committee will have the option to schedule interviews with Proposers receiving the highest total points. If the Evaluation and Selection Committee elects to interview, the Committee will re-score the proposal of each Proposer interviewed based upon the above criteria. The Proposer(s) receiving the highest total points will be recommended for contract award. If the Evaluation and Selection Committee decides to schedule interviews and a Proposer is invited to interview with the Committee, the person identified as the Project Manager for this contract must play the lead role in the interview and, if the project is a Partnership or Joint



Venture, the interview team should include project leads from all contributing partners. Interviews will be at no cost to the City.

**J. Contract Award:**

1. The City reserves the right to qualify, accept, or reject any or all proposals as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest the City. The City reserves the right to accept or reject any exception taken by the Proposer to the terms and conditions of the Request for Proposal.
2. The City reserves the right to request additional information or modifications to proposals prior to award if in the best interest of the City.
3. The City is in no way restricted from procuring similar services from other companies as needed.
4. All proposals shall be valid for 120 days from the RFP due date.
5. The City reserves the right to accept proposals and make an award for all or part of the services proposed.
6. Award, if made, shall be in the form of a contract issued by the City, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.
7. The awarded Proposer will be required to submit a current certificate of insurance prior to commencement of work in compliance with the Section 4 requirements.
8. The Procurement Administrator must be notified in writing of any proposed changes to an agreement resulting from this RFP.
9. On-site visits must be conducted in accordance with the City's COVID-19 policies in effect at the time of such on-site visit.

**K. Ownership of Documents:** The Consultant agrees that the City shall become the sole and exclusive owner of all plans, designs, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form and whatever stage of design, prepared under this Agreement ("the Plan Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Plan Documents and all intellectual property rights and proprietary rights arising out of the Plan Documents, including copyrights, patents, trademarks, and derivative works and interests therein or related thereto. Consultant warrants to the City that the Plan Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant and Consultant will indemnify the City for any such claims or encumbrances pursuant to Section 3 – Standard Provisions and Requirements for Request for Proposals and Section 4 - Standard Minor Insurance and Indemnification Requirements. Upon completion or termination of the Agreement resulting from this RFP, Consultant will immediately turn over to City all Plan Documents not previously delivered to City. To the extent any of Consultant's rights in the Plan Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Plan Documents.

**L. Contractor Expected Standards of Conduct – COVID-19 Precautions**

1. The City requires all individuals to comply with State and City COVID-19 requirements, which currently require all persons inside City facilities to wear a face mask covering their nose and mouth while in communal areas. This includes the Contractor and anyone who will be performing work on behalf of the Contractor.
2. If Contractor or their agent(s) is unable to adhere to this requirement, Contractor shall notify the City and provide an explanation as to why they are not able to comply with the PPE requirement and describe proposed alternative COVID-19 safety precautions and procedures.

3. The City strongly encourages all its vendors to adhere to CDC guidelines related to wearing masks, social distancing and other methods of slowing the spread of COVID-19 while conducting work on the City's behalf.



**Section 3 – Standard Provisions and Requirements for Request for Proposals (2/25/20)**

**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. Partnership and Joint Venture Proposals; Use of Corporate Name or Fictitious Corporate Name.**

(a) If a proposal is submitted by two or more persons acting as a partnership, the names of the persons appearing on the proposal must be followed by the notation -- "a partnership", or words of similar import.

(b) If a proposal is submitted by two or more persons or corporate entities as a joint venture, the names of the persons or entities appearing on the proposal must be followed by the notation -- "a joint venture". In that instance, the proposal must also be signed by all such persons and/or the authorized agents of all such entities, and the proposal bond or fidelity bond, if any is required, must cover the joint venture. Joint venture proposals shall identify which person or firm will act as lead person of firm.

(c) A proposal submitted by two or more persons or corporate entities without any indication that they are submitting it as a joint venture, without being signed by all such persons and/or the authorized representatives of all such entities, and without a proposal bond or fidelity bond covering all such persons or entities as a joint venture, will be subject to rejection.

(d) In submitting a proposal and in entering into a contract in response to an RFP, a corporate entity may use its fictitious corporate name in addition to its legal corporate name, if the fictitious name is appropriately registered with the Iowa Secretary of State.

**3. Proposer Questions, or Requests for Information, Clarification or Interpretation to be Submitted to Procurement Administrator - Proposers Prohibited from Inappropriate Communication with City Officials or Employees - Inappropriate Communication May Result in Rejection or Return of Proposals - Inappropriate Communication May be Considered in Evaluation of Proposals.**

In order to ensure an open process and the provision of equal knowledge and opportunity to all potential Proposers, the Procurement Administrator or his/her designee shall serve as the sole point of contact for questions, informational requests and requests for clarification or interpretation during the RFP process. The City's intention is to avoid such questions, or requests for information or clarification being posed by an individual Proposer and then being answered only for that Proposer. Instead, the City's goal is to allow such questions, objections and requests to be posed by all potential Proposers, and to communicate those questions, requests, and the City's responses, to all potential Proposers.

Consequently, only written questions, requests for information, clarification or interpretation, submitted by e-mail, shall be accepted from potential Proposers, and written responses will be issued to all known potential Proposers. Dates and times for acceptance of questions, and requests for information or clarification, and for delivery of written responses, will be detailed in the RFP. Oral questions, objections or requests will not be accepted. A Proposer's conference will be scheduled as provided in paragraph 4, at which Proposer's may submit questions, objections or requests orally or in writing.

After issuance of an RFP by the City, persons or entities who intend to respond to such RFP and who desire to pose questions, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to communicate with, in writing, electronically, or orally, any City official or employee other than the City's Procurement Administrator. Persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not communicate with, in writing, electronically, or orally, any other 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. All inappropriate communications with City officials or employees shall be reported to the Procurement Administrator and evaluation and selection committee. Such inappropriate communication by a Proposer or potential Proposer may, at the discretion of the Procurement Administrator, constitute grounds for disqualification of that Proposer's proposal, resulting in the Procurement Administrator's refusal to accept such proposal or in the return of such proposal. Further, the evaluation and selection committee may in its discretion consider such inappropriate communication in evaluating and scoring such proposal. The Procurement Administrator shall advise City officials and staff of the pendency of RFPs for evaluation or award, and during the pendency thereof City officials or employees shall be prohibited from



engaging in discussion of an RFP with a Proposer or potential Proposer unless so directed or approved by the Procurement Administrator.

Any Proposer or potential Proposer who believes that the Procurement Administrator or other City staff have not appropriately responded to its questions, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, or who believes that the Procurement Administrator or other City staff have a bias against it or are treating it unfairly, may communicate its concerns in that regard to the Finance Director or his or her designee for his or her consideration.

#### **4. Proposers Conference - Not used**

#### **5. City's Response to Proposer Questions, and Requests for Clarification or Interpretation; Issuance of Addenda to RFP.**

The City's Procurement Administrator shall respond in writing to all questions, objections, or requests for information, clarification or interpretation presented to the City as provided in paragraph 3 or, if applicable, raised or presented at the Proposer's conference as provided in paragraph 4. The City's written response shall be directed to all known potential Proposers who have attended a proposer's conference, if held, or submitted such request or have responded to the Procurement division with interest in the request for proposals. 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 or deleting the provisions of, or adding provisions to, the RFP.

#### **6. Collusion Prohibited - Affidavit Required.**

Any agreement or collusion among Proposers or prospective Proposers, in restraint of freedom of competition by agreement to propose a fixed price or otherwise shall render the proposals of such Proposers void. Proposers will be required to execute and submit with their proposals a Non-Collusion Affidavit in the form appended hereto as Attachment 1. Any disclosure by one Proposer to another Proposer of the content of a proposal in advance of the submission of proposals shall render the proposals of both such Proposers void, and may at the discretion of the Procurement Administrator render the RFP proceedings void.

#### **7. Gratuities Prohibited.**

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this clause will be turned over to the appropriate law enforcement agency.

#### **8. Proposals Not Confidential; Proposer Requests for Confidentiality Under Iowa Open Records Law, Chapter 22 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:

1. Trade secrets which are recognized and protected as such by law.
2. 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 in good faith reasonably 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. Proposer shall be responsible for all costs relating to a declaratory judgment or in junctive action, including the payment of any damages assessed and attorney fees and litigation expenses awarded.

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.

**9. Proposal to Include Only Market Available Equipment and Field-Tested Software Unless Otherwise Provided**

- (a) All equipment, features, and attachments which are proposed must have been formally announced for market purposes before the date the proposal is submitted to the City.
- (b) All Proposer supplied programs/software referred to in the proposal must be field operational before the date the proposal is submitted, unless the services to be provided in response to the RFP include program/software development.
- (c) Demonstrations must utilize the proposed equipment, programs or software precisely as proposed.
- (d) Unless otherwise specified in the specifications, all items on which a Proposer submits a proposal shall be new, of the latest model or manufacture and shall be at least equal in quality to that specified in the bidding documents.

**10. Proposer Required to Identify Patented Equipment, Processes, Materials, or Hardware, and Copyrighted Text, Information, Data, or Software Included in Its Proposal; Proposer Required to Include with Its Proposal any Licenses Which City Will be Expected to Execute.**

(a) Proposers shall be required to identify any patented equipment, processes, materials, or hardware, or any copyrighted text, information, data, or software, which it proposes to supply as part of the goods it is required to provide under the RFP or which it proposes to supply as part of the services it is required to perform under the RFP. Every Proposer shall likewise identify the licensing agent for such patented or copyrighted items, and shall provide with its proposal a copy of any licensing or use agreement which the City will be expected to execute for the use of such patented equipment, processes, materials, or hardware, or copyrighted text, information, data, or software included in a Proposer's proposal, as well as the anticipated cost to the City, if any, for such use under license or agreement. The Proposer to whom the contract is awarded shall be required to warrant that the intellectual property rights of third parties (copyright, trademark, or patent) will not be violated by the Proposer's or City's use of any equipment, process or service provided in response to the RFP.

(b) All software provided to the City pursuant to a Proposer's proposal shall be fully documented. This documentation shall consist of pertinent technical documentation and operator documentation including the following, as applicable:

- ◆ Proprietary source code escrow option Database definitions and file structures;
- ◆ Variable descriptions, variable cross-references and subroutine calling sequences;
- ◆ Interface specifications;
- ◆ Requirements traceability matrix;
- ◆ Communication protocols including field device protocol;
- ◆ Security documentation;
- ◆ System backup and recovery procedures;
- ◆ System operational procedures and error handling;
- ◆ Hard copy user manual segregated into chapters (or volumes) which group topics according to whether the software is used from TMC operator stations, from remote computers, and from either of the above;
- ◆ On-line user manual or help facility;



- ◆ Warranties on software; and
- ◆ Licenses and liens.

The Proposer may use different methods for documentation if it provides sufficient information as determined by the City. All documentation shall be submitted to the City for final approval.

(c) Source Code Escrow. Rights to intellectual property developed, utilized, or modified by the Proposer in the performance of the services shall remain the property of the Proposer. However, program source libraries, source code, flow charts of source code, database definitions, file structures, communications protocols, variable descriptions, variable cross-references, subroutine calling sequences, and other documentation are elements of the work product without which the City would be at a severe loss should the Proposer be unable or unwilling to provide service for the life of the software. For this reason, the successful Proposer shall, to the extent required by the RFP, be required to provide an independent escrow agent to handle such proprietary work product documentation which shall be transferred from escrow agent to the City in the event that the Contractor fails to provide service at a reasonable and justifiable price during the life span of the software.

**11. Proposer to Complete and Execute Contract and Submit Same With Its Proposal; Proposer Obligated to Perform Upon City's Approval of Its Proposal – Not used.**

**12. Proposers to Provide Evidence of Ability to Obtain Insurance and/or Bond.**

If insurance is required by this RFP, each Proposer shall be required to provide evidence satisfactory to the City that it can obtain the required insurance coverages. For this purpose, each Proposer shall submit with its proposal the certification form appended to this RFP as Attachment 3, in which the Proposer's insurance agent and/or bonding company will be required to certify that the Proposer can obtain the required insurance coverages and/or bond. Failure to submit the required certification form shall be grounds for rejection of the proposal or be considered in the evaluation of the proposal.

**13. 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 appointed by the director of the department sponsoring the RFP. The evaluation and selection committee shall, at the department director's discretion, be composed of city staff members, consultant representatives if a consultant was utilized in formulating the RFP, and other persons deemed knowledgeable of the goods and/or services being procured. The evaluation and selection committee ("committee") shall evaluate the competing proposals and make a recommendation regarding the highest scoring proposal. In conducting the evaluation, the committee shall utilize the evaluation criteria and scoring methodology set forth in this RFP.

(b) Upon completing its evaluation and the scoring of competing proposals, the committee will make a written report of its determination and recommendation as to the selection of the highest scoring proposal. The report shall be filed with the department director and Procurement Administrator. The Procurement Administrator shall send the report and Notice of Intent to Award to all competing Proposers by ordinary mail, FAX or e-mail at the address, FAX number or e-mail address shown in their proposals at least 5 days prior to the appeal deadline set forth in the Notice of Intent to Award.

**14. Appeal of Evaluation and Selection Committee Recommendation - Proposer Objections to be Submitted in Writing – Hearing by City Manager or Hearing Officer - Resolution of Proposer Objections.**

(a) Opportunity for Proposers to Appeal Evaluation and Selection Committee Recommendation as to Selection of Highest Scoring Proposal - Required Submission in Support of Objection.

A Proposer who is aggrieved by the evaluation and selection committee's determination and recommendation as to the selection of the best proposal, as set forth in the committee's report, may appeal such determination and recommendation by filing a written objection thereto with the Procurement Administrator within the appeal deadline set forth in the Notice of Intent to Award. Such objections may be filed in person or by mail or e-mail. In its written objection, the appealing Proposer shall set forth all of its objections to the committee's recommendation and all arguments in support thereof, and shall attach thereto all documentation supporting its objections which it intends to rely on in making its appeal. The appealing Proposer may request a hearing on its appeal, but the determination whether to hold a hearing or to determine the appeal on the basis of the record made in the written objection shall be discretionary with the City Manager. If an appeal



is timely filed, the Procurement Administrator shall forward the Proposer's written objections and all supporting documentation to the City Manager.

(b) Appeal Heard by City Manager or Hearing Officer.

Upon receipt of the Proposer's written objection, the City Manager shall determine if the appeal will be determined by the City Manager or if it will be determined by an appeal officer selected by the City Manager. If the City Manager decides that the appeal will be decided pursuant to an appeal hearing, the City Manager or appeal officer shall set the time, date, and place of a hearing on such objection, and shall cause written notification of the hearing to be provided to the appealing Proposer and all Proposers. The City Manager may set for hearing at the same time, date, and place the objections of two or more Proposers. Upon the request of an objecting Proposer, the hearing officer may for good cause shown be rescheduled, provided that the hearing is held not more than 10 days after the filing of the written objection. In the appeal, the burden of persuasion shall be upon the appealing Proposer. If a hearing is held, the appealing Proposer shall be required to present its evidence first, and shall be entitled to examine the chair of the evaluation and selection committee, or such other member as may then be available. The hearing shall be electronically recorded, and upon the prior approval of the City Manager or appeal officer, the appealing Proposer may at its expense cause the proceedings to be reported and transcribed. A transcription of the proceedings shall be made available to the City at no cost. For purposes of this appeal provision, the Deputy City Manager may act in the absence or unavailability of the City Manager.

If the appeal will be decided on the basis of the record, the City Manager or hearing officer may require the evaluation and selection committee to provide a written response to the appeal objections within five (5) business days of such request. A copy of such committee response shall be sent by mail or email to the appealing Proposer on the same date as provided to the City Manager or hearing officer.

The award of a contract shall be deferred pending the outcome of the appeal.

(c) Report of City Manager or Hearing Officer to Appealing Proposer.

Upon completing the review of the appealing Proposer's written objection, or upon the conclusion of the hearing, the City Manager or the designated hearing officer shall make a written report setting forth the determination of the appeal. All objections made by the appealing Proposer shall either be affirmed or overruled. The report shall immediately be forwarded to the appealing Proposer.

If an appealing Proposer's objection is affirmed, the City Manager or hearing officer shall reject the recommendation of the evaluation and selection committee, and shall direct the committee to reconvene to reevaluate the proposals submitted in response to the RFP. In conducting its reevaluation, the committee shall consider all objections affirmed by the City Manager or hearing officer. Upon completing its reevaluation, the committee shall make a written report of its determination and recommendation as the selection of the best proposal, and shall file the report with the City Manager and mail same to competing Proposers. Such determination and recommendation shall be subject to appeal as herein provided.

If an appealing Proposer's objection is overruled, the appealing Proposer and all competing Proposers shall be given written notification of the date of the Council meeting at which said recommendation of the evaluation and selection committee will be considered by the City Council.

The City Manager's or hearing officer's decision shall be considered final.

(d) The appealing Proposer or city aggrieved by the decision made by the City Manager or hearing officer may challenge whether the City Manager or hearing officer exceeded proper jurisdiction or otherwise acted illegally by commencing a certiorari action in the district court for Polk County, Iowa. The petition to initiate a certiorari action must be filed within 30 days after entry of the final determination unless an extension of time is allowed by the reviewing court pursuant to Division XIV of the Iowa Rules of Civil Procedure. The City Manager is hereby authorized to initiate a certiorari action on behalf of the city when the City Manager, in consultation with the City attorney, deems it necessary and appropriate.

(e) The filing of an action in the district court challenging the final determination of the City Manager or hearing officer does not automatically stop the city from awarding the contract. Unless the city has been served with an order from the district court directing otherwise, the city may proceed with awarding the contract.



**15. 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.

**16. City Council Selection of Best Proposal and Authorization to Execute Contract with Successful Proposer - Notification of Successful Proposer.**

The City Council will by resolution approve the proposal which it selects as the best proposal and authorize execution of a contract, either by the Mayor or by the City Manager or a department director. Upon the City Council's approval of the proposal, the Procurement Administrator shall give notice advising the Proposer whose proposal was selected (hereafter the "successful Proposer") what actions must be taken to complete the formation of the contract.

**17. Insurance and Indemnity Requirements (See Attachment)**

The successful Proposer will, in its contract with the City, be required to agree to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, as more particularly provided in Section 5. The successful Proposer will also be required to obtain and maintain in continuous effect during the term of its contract with the City, and while any of its obligations under said contract remain unsatisfied, the insurance coverages set forth in Section 5, with amounts, coverages, limits, exclusions, and endorsements as therein provided.

**18. Bonding Requirements - Not Used**

**19. Formation of Contract.**

**Contract to be Negotiated and Executed Upon Selection by Evaluation and Selection Committee or Council Selection of Best Proposal / Designation of Successful Proposer.**

**(a) Finalization of Contract Terms Subject to Negotiation.**

At the option of the department, upon issuance of the Notice of Intent to Award or upon City Council approval of the recommendation of the evaluation and selection committee and authorization to execute the contract, the selected/successful Proposer shall be required to immediately commence negotiations to conclude a contract with the City for the provision of the (goods)(services) proposed in response to the RFP. Only those terms identified as negotiable in the RFP shall be subject to negotiation.

**(b) Submission of Evidence of Insurance by Successful Proposer**

Upon City Council approval of the recommendation of the evaluation and selection committee, and authorization to execute the contract, the successful Proposer shall submit a certificate or certificates of insurance evidencing insurance coverages of the type and amount, and with the endorsements, required by Section 5 "Indemnity and Insurance".

**(c) Execution of Contract by Successful Proposer.**

Upon the successful conclusion of contract negotiations by the City and successful Proposer, and/or upon the City's completion of a form of contract incorporating the terms of proposal submitted by the successful Proposer in its RFP, the successful Proposer shall be required to execute the contract and return it to the City within the time specified by the City. The contract must be executed by the successful Proposer if an individual, or by the authorized representative or representatives of any partnership or corporation making or joining in the proposal, and all signatures must be notarized.

**(d) Execution of Contract by the City.**

Upon the Risk Manager's approval of the evidence of insurance submitted by the successful Proposer, and upon the Legal Department's approval of the form of contract executed by the Proposer, the Mayor or City Manager will execute the contract as directed by the City Council, and the City Clerk will attest the signature of the Mayor or City Manager.

**(e) Successful Proposer's Failure to Execute Contract or to Submit Required Insurance.**

The successful Proposer's refusal to negotiate contract terms as provided in the RFP, or its refusal to limit negotiations to the terms identified in the RFP, shall be considered a default by the Proposer and shall be grounds for rejection of Proposer's



proposal. The successful Proposer's failure to submit an insurance certificate or certificates evidencing required insurance coverages shall be considered a default by the Proposer and shall be grounds for rejection of Proposer's proposal.

**20. 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.

**21. 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.

**22. 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 Manager.

**23. Statutes and Rules.**

Chapter 2, Municipal Code of the City of Des Moines, contains 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 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.

**24. Attachments.**

- (a) Attachment 1: Non-Collusion Affidavit
- (b) Attachment 2: Proposer's Insurance Agent Regarding Proposer's Ability to Obtain Required Insurance Coverages and/or Bond

**25. Exclusive Contract**

The contract which results from this Request for Proposals constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

**27. Remedies Upon Default**

In any case where the successful Proposer has failed to deliver or has delivered non-conforming goods or services, the Procurement Division shall provide a cure notice by mail or e-mail. If after the cure period provided the Proposer continues to be in default, the Procurement Division may procure goods or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Proposer, or in the alternative, the City may elect to offset such actual cost from any City payments owing to the successful Proposer.

**28. Acts of God**

The successful Proposer shall not be considered to be in default under this contract if performance is delayed or made impossible by an act of God, including without limitation, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Proposer. It shall be the responsibility of the Proposer to promptly advise the Procurement Division of the delay. The City may elect to cancel all orders on file with the Proposer and place the order with another Proposer.

**29. Subcontractors**

The successful Proposer shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful Proposer may engage for the completion of any contract with the city. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the Proposer from default remedies. The successful Proposer shall be responsible for payment to all subcontractors or secondary suppliers.



**30. Termination Due to Non-Appropriation**

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the City to appropriate funds, or due to discontinuance or material alteration of the program for which funds were provided, then the City shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

**31. Immunity of City, State, and Federal Agencies**

Proposer shall defend, indemnify, and hold harmless the City, its officers, employees and agents, and any State or Federal funding source for City from liability arising from Proposer's performance or attempted performance of this contract and Proposer's activities with subcontractors and all other third parties.

**32. Delivery and Acceptance**

When an award has been made to a Proposer and the official purchase order issued and received by the Proposer, deliveries are to be made in the following manner:

- a. Deliveries are to be made only to the point specified on the official purchase order. If delivery is made to any other point it shall be the responsibility of the Proposer to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the City.
- b. All delivery charges shall be to the account of the Proposer. If not, they must be prepaid and added to the invoice.
- c. The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving department to the Proposer and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Procurement Division. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the City at any time after acceptance.
- d. The Proposer must remove at the Proposer's expense any item rejected by the City. If the Proposer fails to remove that rejected item the City may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the Proposer.
- e. Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, Proposers will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

**33. Assignment**

The successful Proposer may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Manager or his/her designee.

**34. Anti-Trust Assignment**

For good cause and as consideration for submitting a proposal, the Proposer, through its duly authorized agent, conveys, sells assigns, and transfers to the City all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by City pursuant to the RFP.

**35. Title of Goods**

Proposer warrants that the goods procured pursuant to the RFP are free from all liens, claims or encumbrances.

**36. Indemnification**

To the extent the goods procured pursuant to the RFP are not manufactured in accordance with the City's design or specification, the successful Proposer shall defend, indemnify and hold harmless the City and the City's assignees, and other users of the goods, from and against any claim of infringement of any Patent, Trade Name, Trademark, Copyright, or Trade Secret by reason of sale or use of any articles purchased hereunder. The City shall promptly notify the successful Proposer of any such claim.

**37. Miscellaneous**

This contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.



**38. Non-Discrimination**

Proposer acknowledges and agrees:

- To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
- Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, gender identity, familial status, or disability.
- To include this provision in all agreements associated with this procurement.

**39. Warranty**

The Proposer expressly warrants that all goods supplied shall be merchantable within the meaning of section 554.2314 of the Iowa Code in effect on the date of the bid or proposal in the City of Des Moines, Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship.

**40. Chemicals – Not Used**

**41. Compliance with Applicable Laws**

All goods and/or services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The successful Proposer expressly warrants and guarantees that the goods and/or services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

**Section 4 - Professional Services – Construction Design**  
**General Insurance & Indemnification Requirements**

For the purposes of this Attachment and all provisions included herein, the term “CITY” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

**1. GENERAL**

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies “admitted” or “non-admitted” 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 an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

**2. INSURANCE REQUIREMENTS**

- A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. *The CITY shall not be included as an Additional Insured.*

- B. CONTRACTUAL LIABILITY: The Contractual Liability coverage required above shall include the cost of defense and settlement. CONSULTANT agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which the CONSULTANT has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner so required in its insurance policies.
- C. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: CONTRACTUAL LIABILITY: As required by State of Iowa Workers’ Compensation Law, the CONSULTANT shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage. The Workers’ Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONSULTANT is not required to purchase Workers’ Compensation Insurance, the CONSULTANT shall have a copy of the State’s Nonelection of Workers’ Compensation or Employers’ Liability Coverage form on file with the Iowa Workers’ Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. *Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.*
- D. PROFESSIONAL LIABILITY INSURANCE: Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate.
- E. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The CONSULTANT shall provide the City with no less than ten (10) days notification of cancellation or nonrenewal of the General Liability Insurance and Professional Liability Insurance policies required above.  
*Written notifications shall be sent to: City of Des Moines, Procurement Administrator, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.*
- F. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONSULTANT hereby releases the CITY from and against any and all liability or responsibility to the CONSULTANT or anyone claiming through or under the CONSULTANT by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force



and effect only with respect to loss or damage occurring during the time of this Agreement. The CONSULTANT'S Workers Compensation Insurance and General Liability Insurance policies shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY, including its elected and appointed officials, agents, employees and volunteers and other working on its behalf.

G. PROOF OF INSURANCE: The CONSULTANT shall provide the following proof of insurance to the CITY:

- Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.

***Mail Certificates of Insurance to: City of Des Moines, Procurement Administrator, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***

H. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The CONSULTANT shall require all its agents, subconsultants and subcontractors who perform work and/or services on behalf of the CONSULTANT to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

### 3. INDEMNIFICATION REQUIREMENTS

For other than professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

For professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the CONSULTANT, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

CONSULTANT'S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONSULTANT arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

CONSULTANT expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

CONSULTANT shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONSULTANT will observe all applicable safety rules.

**Section 5 – Pricing and Company Information Form**

*This form must be included in the company's proposal. All areas of the form must be fully reviewed and completed.*

Provide a comprehensive and detailed listing of all costs, fees, and reimbursable fees to be incurred as a part of your company's work in the space provided below. All billable costs for these services must be included in the submitted proposal. The Cost Proposal must provide, but not be limited to, a detailed description of costs that address the requirements identified in Section 2 - Specific Requirements. If a formal presentation to City Council is required, this cost must also be included in the pricing provided below.

Exclusion of any costs for these services will be the responsibility of your company.

Description of Services Provided	Number of Hours	Hourly Rate	Total Not to Exceed Cost

Total Project Cost                      \$ \_\_\_\_\_

**Exceptions, Deviations or other Agreements**

Exceptions/Deviations to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date (N/A or Not Applicable is not an acceptable response).**

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

List any and all disciplinary actions, administrative proceedings, any filed or pending claims, litigation, or other like proceedings against company or any of its personnel relating to firm's services that are current, pending, or occurring in the last five (5) years. **If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred must state this also (N/A or Not Applicable is not an acceptable response).**

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**Potential Conflict of Interest**

List any current or historical engagement or relationship with any public or private party that could potentially create a conflict of interest with the City. Consultants that help prepare an RFP are not eligible to submit a proposal for services that are the subject of the Consultant's project for the City. **If no potential conflict of interest exists your company must state this also (N/A or Not Applicable is not an acceptable response).**

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Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

The undersigned Proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the work as described in the RFP documents, and do all work at the fees stated in the submitted proposal. The undersigned Proposer certifies that this proposal is made in good faith and without collusion and connection with any person or persons submitting proposals in response to this RFP.

The undersigned Proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City, the RFP shall prevail.

Name of Firm: \_\_\_\_\_

Name and Title of Representative: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Web Site: \_\_\_\_\_

**Attachment 1 - Non-Collusion Affidavit**

The Proposer hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the City of Des Moines, Iowa; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or of any other Proposer, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Proposer.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code



**Attachment 2 – Certification of Proposer’s Insurance Agent Regarding  
Proposer’s Ability to Obtain Required Insurance Coverage**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Section 5, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful Proposer of the RFP to which my client has responded:

Legal Name of Proposer:

\_\_\_\_\_

Name/Address/Phone/Fax # of Insurance Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name of Agent/Broker (Print):

\_\_\_\_\_

Signature of Agent/Broker:

\_\_\_\_\_

Date of Signature: \_\_\_\_\_



## **Addendum No. 1 - RFP #N22-12 Citywide Historic Preservation Plan for the City of Des Moines**

Procurement Division, City of Des Moines, Iowa  
Date of Addendum: August 24, 2021

This Addendum to Request for Proposal #N22-12 is being issued to provide responses to questions that were received regarding the Citywide Historic Preservation Plan for the City of Des Moines.

1. The top of Pg. 3 states that plastic covers are not permitted for the one required hard copy of the proposal. Are vinyl covers and backings permitted?

**Yes**

2. On page 7, item #4, it indicates that the City will provide needed GIS data. To maximize the City's budget for this project, can the City actually produce all required maps with direction from the consultants? Similarly, item #5 on this page indicates that the City will assist with the logistics related to meetings. Can the City be responsible for all logistics related to meetings with direction from the consultants?

**City staff is available to assist the consultant in preparing maps and meeting logistics.**

3. The bottom of page 10 addresses potential interviews for the selection process. Is there a chance that interviews could be conducted via teleconferencing?

**Yes**

4. There are multiple references in the RFP regarding proposers who are "partnerships" or "joint ventures." Some of the requirements for the proposal are dependent on those definitions. Would a team in which there is a prime firm that contracts with the City and a subconsultant firm that contracts with the prime firm be defined as either a partnership or joint venture?

**Yes, if the main consultant includes a subconsultant or any other organization to complete the project this would be considered a partnership or joint venture.**

5. With respect to the Section 5 pricing form on page 24 of the RFP, does the City want a breakdown by project task and/or consultant?

**The chart on page 24 must be completed as described in the headings. If a subconsultant is used for any of the tasks please state the name of the subconsultant that will be assigned to the task.**

6. Can the City indicate the amount of funding budgeted for this plan, or at least a range? That would dictate the consultant team composition and the project approach.  
Could you please share what the City has in mind for the total project budget including any grant funding and city funding, as well as how much been funded in the current fiscal year, and how much funding is anticipated beyond that to complete the project?

**At this point the City is waiting to receive the submitted proposals in order to have a better idea of the project cost.**

7. Could you specify the City's public involvement goal as noted on page 3 for inclusion in Tab 6 of the proposal? Does the City have a particular number of public meetings they would like to be included as part of the project, or is the City looking for a detailed public engagement strategy that outlines the number and type of meeting?

**The City does not have a particular number of public meetings in mind. This can be discussed in more detail with the selected consultant, but at least one public meeting to share the updated preservation plan is expected.**



8. In the interest of sustainability, would submitting a proposal electronically, rather than printed and fastened, be acceptable?

**All proposals must be submitted as stated on page one of the RFP.**

9. As part of the Scope of Services outlined on page 6, does staff anticipate reconnaissance and/or intensive survey work to be completed, or the general identification of areas of historic and potentially historic resources that may need to be surveyed in the future? (ie. Clarifying between the 3<sup>rd</sup> bullet and the 3<sup>rd</sup> sub-bullet under the 4<sup>th</sup> bullet under B. Scope of Services.) Also, does the City have current maps of designated historic resources and districts, or would that be part of the project scope?

**No reconnaissance or intensive survey work is anticipated as part of this project. We do have local and national historic districts and resources mapped in GIS.**

Addendum No. 1 is hereby incorporated and made a part of Request for Proposal #N22-12 - Citywide Historic Preservation Plan for the City of Des Moines.

**Proposers must include one (1) copy of this Addendum with their submitted proposal on or before the time and date specified in the Request for Proposal. Failure to include Addendum 1 with the submitted proposal may constitute grounds for rejection of the vendor's proposal.**

Mary Niichel-Hegwood  
Procurement Administrator  
City of Des Moines

**EXHIBIT "B"**  
**PREPARATION OF HISTORIC PRESERVATION PLAN**  
**DES MOINES, IOWA**

**SUPPORT SERVICES**

The **City of Des Moines, Iowa** will provide administrative and technical support services to assist **Kendig Keast Collaborative (KKC)** in performing the Scope of Services described in Exhibit "A" for development of an Historical Preservation Plan. The support services to be provided by the City will include the following types of general services and specific tasks for the planning program:

- Identify a single individual as the City's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative regulatory drafting effort involving both City and KKC personnel, resources, and capabilities.
- Provide all available data, maps, air photos, spatial data, previous reports/plans/studies/ordinances, data sets and GIS coverages and layers already developed/maintained by the City for its entire planning area, and other information that is available to the City in digital or printed format, which is pertinent and necessary for the inventory. Prompt compilation and delivery of such resource materials to KKC is an essential prerequisite for initiation of the report drafting process and timely progress on various initial public participation and strategic assessment tasks. City materials will not be required to be returned upon project completion.
- Make affected or related entities or organizations aware of the Historic Preservation plan process and any contemplated process for developing regulations.
- Ensure that key City personnel, appointed and elected officials who will participate as needed in the process be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for development of the various aspects of the Historic Preservation Plan. This will include potential formal or informal meetings and a briefing with the City Council as specified in Exhibit A, Scope of Services.
- Review in a timely manner the draft regulatory provisions submitted by KKC.
- Reproduce and forward each draft project submittal provided via e-mail by KKC to City staff, Historic Preservation Commission members and Planning and Zoning Commission members, as appropriate. In addition, each draft deliverable will be provided to the City Council for courtesy review and discussion as the Historic Preservation Plan development process proceeds. The Project Director of the City may provide briefings to the City Council or other bodies at regular intervals throughout the process.
- As necessary, the City will be responsible for news media contacts, preparation and distribution of news releases, posting of meeting notices and project information, updates on the City's web site, and any other public information materials.



- Organize, notice, provide space for, and provide administrative support for City Staff, Historic Preservation Commission, Planning and Zoning Commission, and City Council meetings and any other events and workshops. This support includes:
  - Adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords, easels, flip pads and markers, etc.).
  - Arranging meeting locations and reproducing agendas and other handouts.
  - Noticing the meetings according to City requirements for public notice.
- Reproduce paper copies of project materials as the City deems necessary for execution of the project.
- Consider and act on all deliverables and other interim work items submitted by KKC that require City review, comments or approval within a reasonable period of time so as to enable KKC to complete the work on schedule. Specific timeframes for such City response will be incorporated into a detailed project schedule.
- Provide KKC written summaries and copies of any handouts/materials from all project-related meetings not attended by KKC.

**ATTACHMENT 1**  
**CITY OF DES MOINES, IOWA**  
**PROFESSIONAL SERVICES - GENERAL**

**INSURANCE & INDEMNIFICATION REQUIREMENTS**

(Attachment 2 of the RFP)

For the purposes of this Attachment and all provisions included herein, the term “CITY” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

**1. GENERAL**

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies “admitted” or “non-admitted” 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 an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

**2. INSURANCE REQUIREMENTS**

- A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. ***The CITY shall not be included as an Additional Insured.***

- B. CONTRACTUAL LIABILITY: The Contractual Liability coverage required above shall include the cost of defense and settlement. CONSULTANT agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which the CONSULTANT has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner so required in its insurance policies.



- C. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: CONTRACTUAL LIABILITY: As required by State of Iowa Workers' Compensation Law, the CONSULTANT shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONSULTANT is not required to purchase Workers' Compensation Insurance, the CONSULTANT shall have a copy of the Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.***
- D. PROFESSIONAL LIABILITY INSURANCE: Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate.
- E. CANCELLATION & NONRENEWAL NOTIFICATIONS: The CONSULTANT shall provide the City with no less than ten (10) days notification of cancellation or nonrenewal of General Liability Insurance and Professional Liability Insurance policies required above.  
***Written notifications shall be sent to: City of Des Moines, Procurement Administrator, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- F. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONSULTANT hereby releases the CITY from and against any and all liability or responsibility to the CONSULTANT or anyone claiming through or under the CONSULTANT by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The CONSULTANT'S Workers Compensation Insurance and General Liability Insurance policies shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY, including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- G. PROOF OF INSURANCE: The CONSULTANT shall provide the following proof of insurance to the CITY:
- Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.  
***Mail Certificates of Insurance to: City of Des Moines, Procurement Administrator, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- H. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The CONSULTANT shall require all its agents, subconsultants and subcontractors who perform work and/or

services on behalf of the CONSULTANT to purchase and maintain the types of insurance customary for the services being provided.

### **3. INDEMNIFICATION REQUIREMENTS**

For other than professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

For professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the CONSULTANT, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

CONSULTANT'S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONSULTANT arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY.

CONSULTANT expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

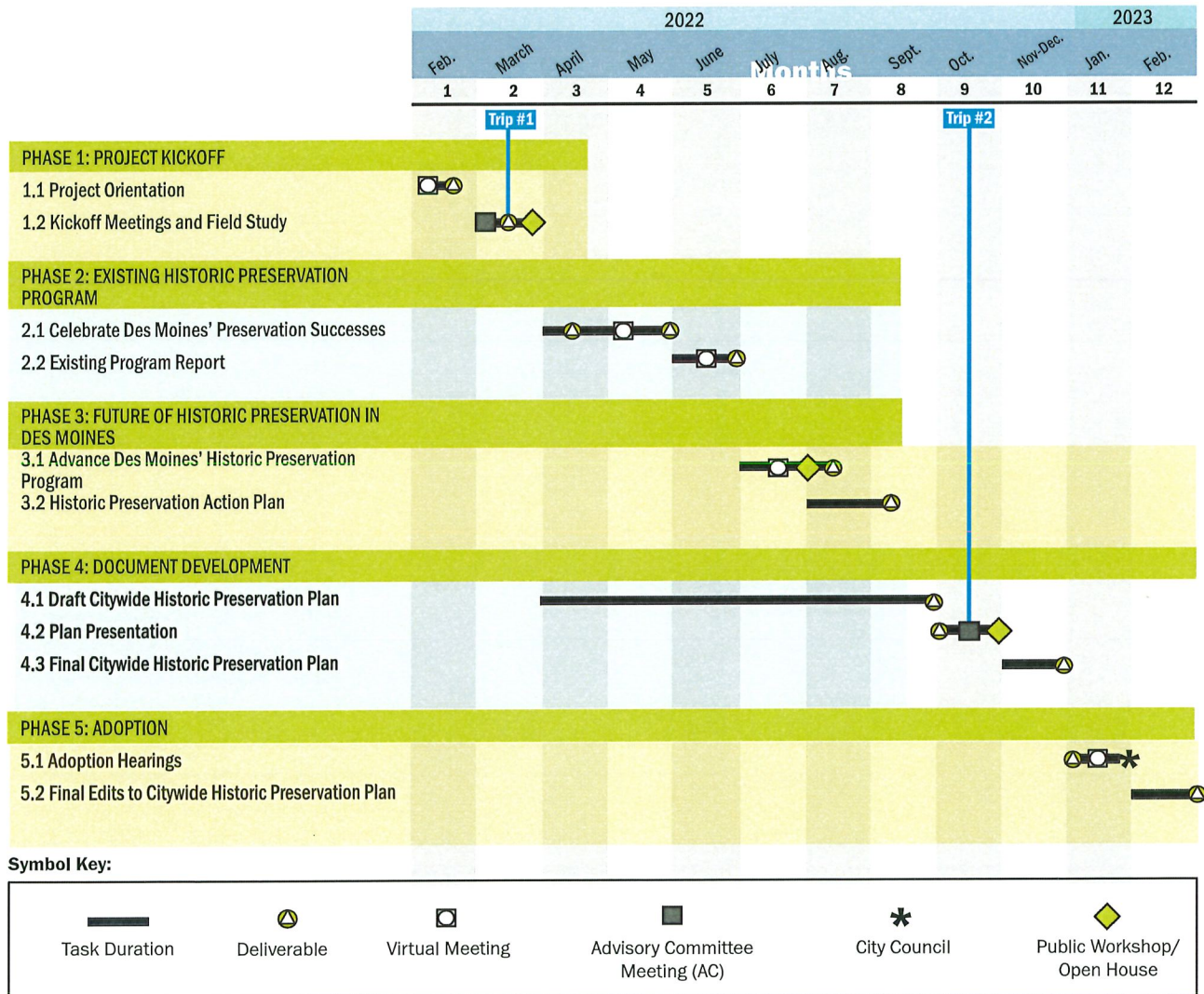
CONSULTANT shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONSULTANT will observe all applicable safety rules.



# Des Moines Historic Preservation Plan

Draft Schedule

01.25.2022



## Potential Trip Dates

Note that the dates below are subject to finalization of work program specifics through the completion of a contract, as well as availability of City of Des Moines staff and the consultant team.

Trip 1: Early-Mid March (Week of March 14?)

Trip 2: Late Oct./Early Nov. (Week of Oct. 31?)

Project completion by March 2023



# City of Des Moines, Iowa

September 8, 2021



Prepared by Kendig Keast Collaborative  
In association with Susan West Montgomery

Point of Contact  
Marela Boyle, AICP

281.721.4125  
marc@kendigkeast.com  
1373 N. Sheridan Avenue  
Pittsburgh, PA 15206



*towns and cities from coasts to plains*







## TABLE OF CONTENTS

TAB 1 - Executive Summary

TAB 2 - Experience with Similar Projects

TAB 3 - Disciplines

TAB 4 - Respondent's Expertise and Subcontractor's Expertise

TAB 5 - Proposed Project Work Plan

TAB 6 - Performance of Services

TAB 7 - References

TAB 8 - Project Costs

TAB 9 - Company Information Form

TAB 10 - Sustainability and Inclusion

TAB 11 - Non-Collusion and Insurance Certifications



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COLLABORATIVE



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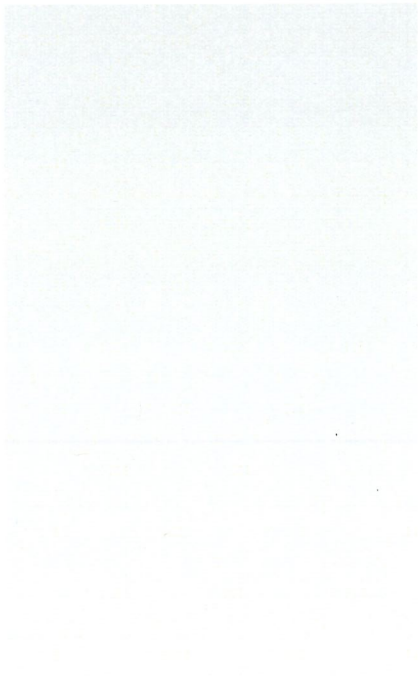


## TAB 1: EXECUTIVE SUMMARY



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# TAB 1 - EXECUTIVE SUMMARY

KENDIG KEAST  
COLLABORATIVE

1415 Highway 6 South – Suite A-300 | Sugar Land, TX 77478

September 8, 2021

Mary Niichel-Hegwood, Procurement Administrator  
City of Des Moines  
400 Robert D. Ray Dr.  
Des Moines, IA 50309

Re: Proposal for Citywide Historic Preservation Plan for the City of Des Moines

Dear Ms. Niichel-Hegwood:

On behalf of Kendig Keast Collaborative (KKC), along with our subconsultant, Susan West Montgomery, a historic preservation consultant and community advocate, I am excited to respond to the City's Request for Proposals (and Addendum 1) for a Citywide Historic Preservation Plan. We are a team of seasoned planning and zoning professionals with expertise in a wide variety of specialty areas including historic preservation and urban design.

Our submittal demonstrates our qualifications as well as an understanding of the City's needs, and provides an initial Scope of Services that we believe will achieve the City's goal of creating a Citywide Historic Preservation Plan that celebrates the success of existing programs and resources, and builds on that success to create an implementable plan to propel the program forward.

## EVALUATION CRITERIA

Having written historic preservation plans, design guidelines, and training program documents for communities across the country, our team members have the expertise to draft a Citywide Historic Preservation Plan that is realistic, effective, and implementable. We take great pride in drafting historic preservation plans that exhibit a clear understanding of the community's desires and context, and provide direct linkages between historic preservation best practices and the planning policies developed by Plan DSM. I offer the following summary of our qualifications:

- **Relevant Experience of Firm** | KKC, in business since 1983, specializes in writing, implementing, and administering custom-crafted plans and Zoning Ordinances for communities across the country. Our work offers innovative planning solutions that receive meritorious recognition.
- **Relevant Experience of Project Team** | Our Project Manager and main project contact will be **Marcia Boyle, AICP, [marcia@kendigkeast.com, (281) 721-4125]** who is based in our **Pittsburgh office [1373 N Sheridan Avenue, Pittsburgh, PA 15206]**. Marcia has served in both the public and private sectors, working as the Historic Preservation Coordinator in Madison, Indiana while studying urban planning and historic preservation, and since then as a consultant with Winter & Company (Boulder, Colorado), and Kendig Keast Collaborative. Marcia's experience assisting community members through the design review process, and crafting historic preservation plans and design guidelines for communities throughout the country positions her to develop a citywide historic preservation plan unique to Des Moines that incorporates a national perspective.

[www.kendigkeast.com](http://www.kendigkeast.com)



- **Our subconsultant partner, Susan West Montgomery** [westmontgomery2019@gmail.com, (202) 257-3403], based in Washington, DC [10 Philadelphia Avenue, Takoma Park, MD, 20912] provides consulting services to local, state, and national non-profits and government agencies in the areas of strategic planning, project management, public advocacy, fundraising, and training. She is former Vice President for Preservation Resources at the National Trust and was directly engaged in supporting and advancing historic preservation practice in more than 100 communities across the country. She has particular expertise in new and inclusive approaches to historic preservation. She assists organizations and agencies in uncovering their own exclusionary and inequitable policies in order to remedy them going forward.
- **Public Process** | Developing an inclusive engagement strategy that offers opportunities for all community members to participate in the process is essential to the Plan development. We are deeply committed to engaging the widest possible and most diverse community of stakeholders in the planning process. Toward that end, as defined in our Scope of Service, we propose an innovative public input process that recruits community members to serve as ambassadors for the plan and ensures a flexible and inclusive series of engagement opportunities. In addition to an Advisory Committee, this Outreach Coordinator Cohort (OCC) will assist our team in reaching community members that may not typically participate in this type of project process. We anticipate this process will include in-person, virtual (real-time), and online (web-based, anytime) methods as appropriate, and we are flexible and prepared to adjust our methods as the COVID-19 public health crisis evolves.
- **Task Understanding/Familiarity** | In addition to review of current regulations and plan documents that serve as a background and context to the Plan, we will spend substantial time to gain greater local understanding of key issues: touring the community's three designated local historic districts; reviewing properties that are "coming of age" including mid-century resources; engaging stakeholders; understanding the existing processes for review and between city departments; and reviewing other policy documents; so that the Plan captures existing conditions and pushes the historic preservation program forward.
- **Clarity of Presentation** | Just as this submittal is clearly written, free of jargon or "legalese", our plans and regulations are articulate, include illustrative graphics and tables where appropriate, and avoid the use overly complex technical terminology.

We appreciate this opportunity to outline our credentials and approach to creating a Citywide Historic Preservation Plan. Our team is excited about the prospect of working with you and the citizens and elected officials of Des Moines. This proposal, including services and pricing form, are valid for 120 days from your receipt of our submittal. We are ready to begin work immediately, and we look forward to hearing from you.

Respectfully,

KENDIG KEAST COLLABORATIVE



Bret C. Keast, AICP  
CEO | Owner



## TAB 2: EXPERIENCE WITH SIMILAR PROJECTS

### REPRESENTATIVE PROJECTS

Through our 39 years, Kendig Keast Collaborative's staff has facilitated planning projects for hundreds of communities throughout the U.S. spanning large scale comprehensive plans and unified development codes to smaller neighborhood plans and code updates. To lead this project, we have Urban Designer Marcia Boyle, AICP, KKC's historic preservation specialist. Marcia is a former Associate Planner/Designer and Project Manager for Winter & Company, a nationally recognized leader in historic preservation planning. In 2021, as her former employer and KKC's occasional consulting partner closed shop, we brought Marcia to the KKC team.

The following project descriptions display a range of historic preservation projects that Marcia worked on and/or led, including three historic preservation plans. Her involvement in each project is described in addition to an overview of the project.

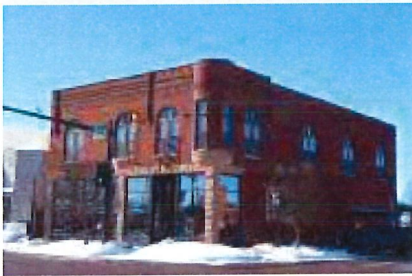
Our other key team member for this project is our subconsultant Susan West Montgomery, whose 30-year career as a preservation executive put her at the forefront of preservation advocacy, policy development, and creative thinking about historic preservation practice. She co-authored the National Trust for Historic Preservation's report *Preservation for People: A Vision for the Future* which offers a progressive vision for a people-centered approach to historic preservation. Her consulting practice focuses on developing effective and inclusive community engagement strategies that center preservation practice in communities historically marginalized by traditional preservation practice. A key component of her approach is the inclusion of a conscientious assessment of current practices and policies with an eye toward uncovering their inequitable and exclusionary applications. Once identified, such practices can be revised and updated to meet current standards and values.

KKC principals and personnel allocate their time nearly equally between comprehensive community plans and development code work. We also complete other special plans and studies for local government clients, including socioeconomic analyses; downtown, corridor, neighborhood, and redevelopment plans; parks, recreation, and trails master plans; land use and development impact studies; growth management and annexation assessments; and 3-D visualization and mapping projects.



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### Historic Preservation Plan for Brookings, SD

#### PROJECT DURATION

January 2020 - February 2021

#### KEY OBJECTIVES

- ◆ Historic Preservation
- ◆ Community Character
- ◆ Community Outreach
- ◆ Historical Events Research

#### REFERENCE

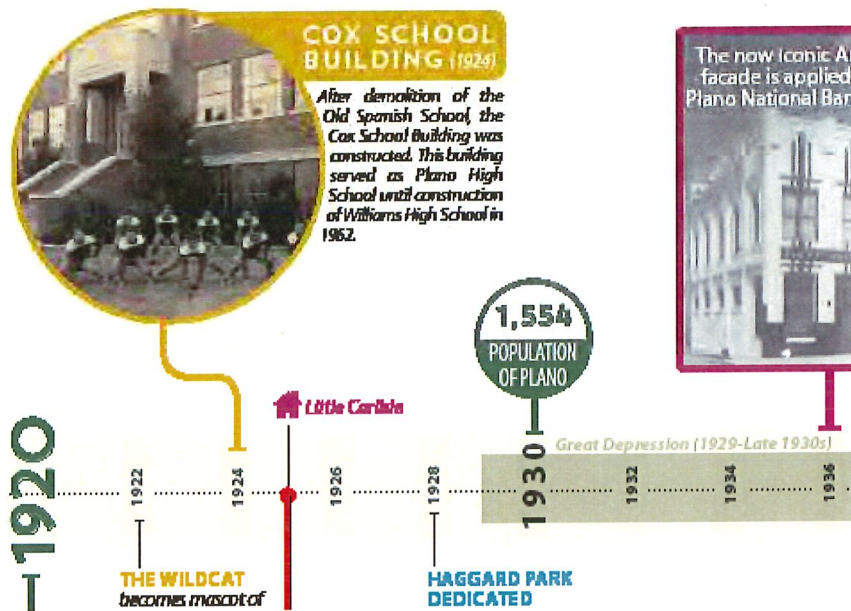
Mike Struck, Community  
Development Director  
520 3rd Street  
Suite 230  
Brookings, SD 57006  
(605) 697-8635  
[mstruck@cityofbrookings-sd.gov](mailto:mstruck@cityofbrookings-sd.gov)

The City of Brookings, SD contracted with Marcia Boyle's former employer Winter & Company to update its citywide historic preservation plan that would bring the preservation program into the 21st century. While the previous plan, adopted twenty years prior, captured the importance of the city's historic districts and resources, it lacked the authority of an updated document that would ensure the historic preservation program was a key part of the community's planning process. Marcia led this historic preservation plan update process, acting as the primary contact with the City, organizing and presenting at key public engagement points, and drafting the Plan. Early on in the project, a public engagement shift occurred in response to the COVID-19 public health crisis. While in-person outreach was a part of the project early on, a shift to virtual formats using SurveyMonkey and Zoom kept the project on schedule to meet funding deadlines.

The Brookings Historic Preservation Plan was organized around a series of vision statements and six major plan components. The document structure allowed for continuity in describing the existing conditions and the opportunities for improvement, and also provided structure for the implementation plan.

As previously mentioned, this project began with in-person stakeholder meetings and hands-on activities to understand the community's interest in historic preservation and the background of preservation in the community. However, as the COVID-19 crisis unfolded, engagement quickly moved virtual. In addition to virtual stakeholder meetings, the final public meeting became a combination of pre-recorded video and SurveyMonkey. This provided the community an opportunity to "attend" the presentation of the draft Plan at their convenience and provide comment, resulting in a Plan document that incorporated many community voices.





## Preservation Plano 150: Heritage Preservation Plan for Plano, TX

While at Winter & Company, Marcia was part of the project team hired by the City of Plano, TX to complete an updated Heritage Preservation Plan to guide the preservation program, especially as the City neared the celebration of its 150th anniversary in 2023. Marcia focused on creating materials for outreach (including public workshops, online surveys and conversations with staff) and document development.

The Plan was structured around seven key components - Growth & Redevelopment, Emerging Trends, Placemaking and Community Design, Education and Awareness, Benefits and Protections, Program Administration, and Survey. It provided a holistic approach to examining the strengths of and opportunities to improve on the existing preservation program. While the Plan itself is not regulatory in nature, it was a key component of the implementation of *Plano Tomorrow*, the City's Comprehensive Plan.

The project began with a series of in-person community engagement events focusing on stakeholder groups currently involved in the preservation program, city departments that could assist in strengthening the program, and the community at large. Each group shared their vision for Plano's historic resources and helped identify areas for program improvement.

The Plan itself is a highly illustrative document, incorporating a graphic timeline of the history of the City, charts and graphs representing statistics about the previous Plan versions, and other data to make it a document that was interesting and useful not only to staff but to the community as a whole. Plan implementation for each of the seven program components was divided into a series of goals, policies, and actions. To assist staff in determining what actions should occur first, the final round of outreach focused on an implementation matrix to assign a priority to the action, as well as a suggested timing (immediate vs. long-term, for instance.) The Plan was adopted by City Council in late November of 2018.

### PROJECT DURATION

Historic Preservation Plan: January 2018 - November 2018

### KEY ISSUES OR TASKS

- ◆ Historic Preservation
- ◆ Community Character
- ◆ Community Outreach
- ◆ Historical Events Research

### REFERENCE

Michael Bell, Comprehensive Planning Manager  
mbell@plano.gov  
(972) 941-5472

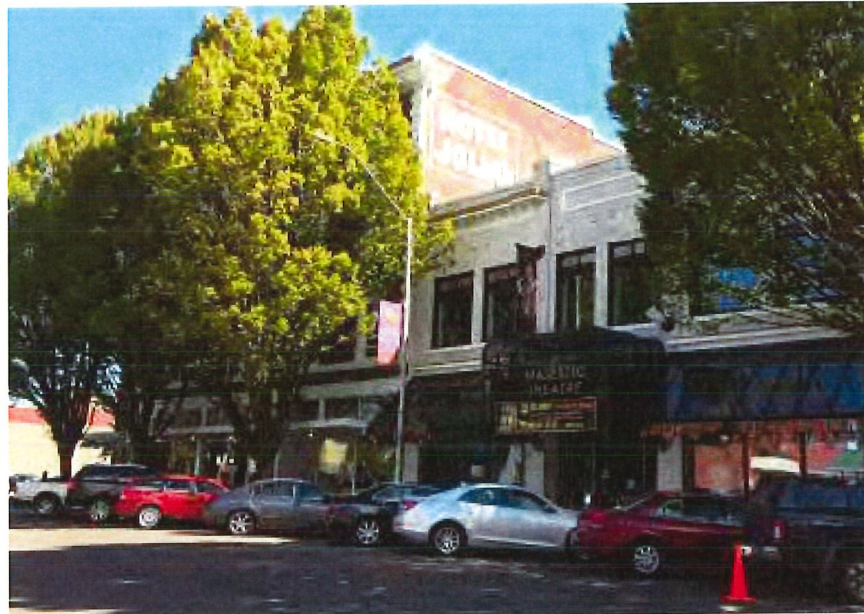
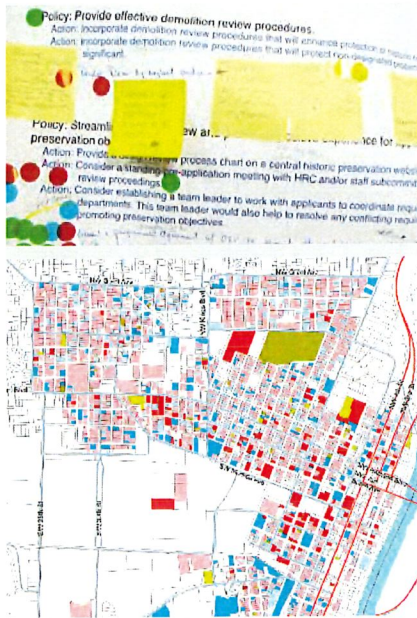
### AWARD WINNER!

Historic Preservation Planning Achievement, 2019 from the Texas Chapter of the American Planning Association



**KENDIG KEAST**  
COLLABORATIVE





### Historic Preservation Plan for Corvallis, OR

#### PROJECT DURATION

2016 - 2017

#### KEY ISSUES OR TASKS

- ◆ Historic Preservation
- ◆ Community Character

In order to guide community efforts to preserve and protect their historic resources, the City of Corvallis began the process of developing a historic preservation plan. While previously employed at Winter & Company, Marcia assisted in the development of the Plan, creating materials for hands-on workshops; presenting to the community at workshops, Historic Preservation Commission meetings and Planning Commission meetings; and drafting and formatting the Plan.

The project began with an analysis of the current historic preservation program. This included a study of the existing regulations protecting historic resources, of outreach and educational events, and staff resources for the program. In addition to the study of these tools, a series of kickoff meetings provided a wealth of information to assist in understanding the current program, and to provide an overview of the existing historic preservation program and the economic, environmental, and cultural benefits to historic preservation. Staff, Historic Preservation Commissioners, Planning Commissioners and community members provided their feedback on current preservation efforts and on their vision for preservation moving forward.

With an understanding of the current program, and a developing vision for the program moving forward, additional study was given to a variety of topics including the feasibility of adaptively reusing historic buildings, and how conservation districts might factor into the program. Plan text was drafted and organized into a series of program components. Each program component began with a description of its importance and the current status, but quickly moved into identifying successes and opportunities for improvement. A subsequent round of public outreach provided a chance for the community to review the draft and assist in the identification and prioritization of goals, policies and actions to guide each program component. A timeline utilizing this feedback was then created to visually display when the community would work towards completing each action. This timeline tool was also designed to be an interactive tool that staff could use to keep track of work and to update based on funding or staffing resources.





### Historic Preservation Program for State College, PA

This multi-pronged project began in 2017 with the Borough of State College retaining the services of Winter & Company to explore community interest in a historic preservation program. While at Winter & Company, Marcia participated in each of the three project phases, and led the final phase.

The project began with the need to explore the use of a local preservation program. While the community already had two districts listed in the National Register of Historic Places, no local regulatory protections existed to maintain the historic integrity of historic structures or districts, or to promote compatible new development in the districts. Marcia developed materials for and analyzed the results of a series of hands-on and online meetings at which community members provided feedback on design topics they felt were needed in the creation of a local program. With this information, the team drafted a preservation ordinance that reflected community desires, while respecting staffing capacity.

After successfully writing and adopting the Borough's first historic preservation ordinance, phase 2 focused on creating a design guidelines document. Marcia assisted in the drafting, formatting and editing of the design guidelines document. The design guidelines focused on "reviewable" topics - additions to a historic structure, demolition of a historic structure, and new construction in a historic district, but also included information to assist property owners in completing compatible alterations. The design guidelines document was visually coded to distinguish between reviewable and non-reviewable design topics. Only additions, demolition and new construction could be used by the Historic and Architectural Review Board (HARB) for design review. Upon adoption of the design guidelines, Marcia led an in-person design review training for the HARB and Borough Council.

The final project component, led by Marcia, focused on the application of the design guidelines. Upon submission of a Certificate of Appropriateness (COA) application, a review of the COA's compliance with the design guidelines was completed. This review was then sent to the HARB, who reviewed the submission and determined whether to grant a Certificate of Appropriateness.

#### PROJECT DURATION

Historic Preservation Program  
- Ordinance: January 2017 -  
September 2017

Historic Preservation Design  
Guidelines: September 2017 -  
June 2018

Design Review: 2019 - present

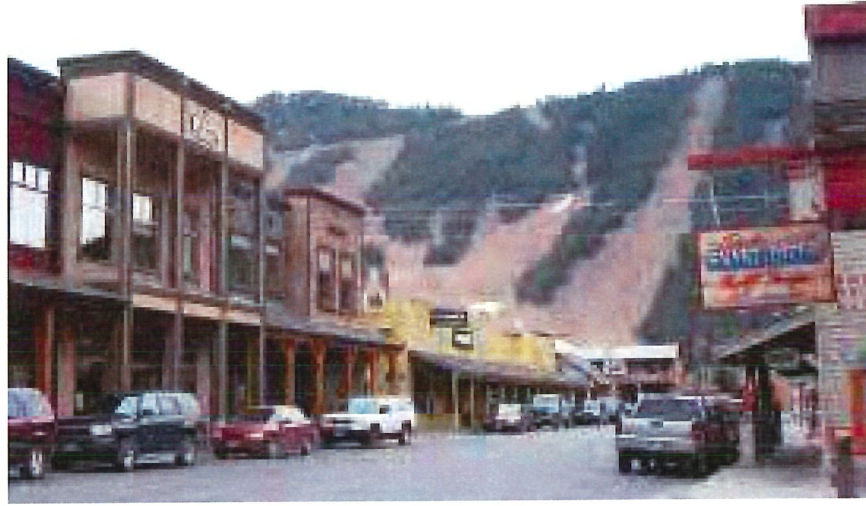
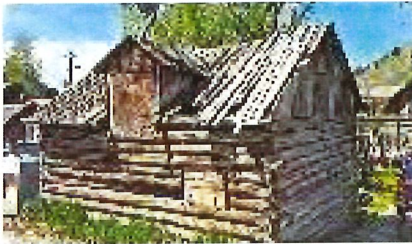
#### KEY ISSUES OR TASKS

- ◆ Historic Preservation
- ◆ Community Character



**KENDIG KEAST**  
COLLABORATIVE





### PROJECT DURATION

Historic Preservation Analysis:  
November 2018 - January 2021

Design Standards and Code  
Updates: August 2018 - January  
2021

### KEY ISSUES OR TASKS

- ◆ Historic Preservation
- ◆ Community Character
- ◆ Western Character
- ◆ Building Form Standards

## Preservation Strategy and Code Update for Jackson, WY

While at Winter & Company, Marcia Boyle, AICP, participated on the Jackson project team that established a historic preservation program, worked toward defining “western character”, and ensured the zoning code reflected appropriate design standards for the Town Square. The project first explored community interest in a historic preservation program. Marcia assisted in the creation of public outreach tools, including a hands-on workshop and a follow-up online community survey, to understand community opinion on potential historic resources. Activities also included a visual preference survey of community members of on the appropriateness of new buildings. From this information and discussions with Teton County Historic Preservation Board, recommendations for a historic preservation program were developed that included regulations, a review process, and potential tools for protecting historic properties including easements and transfer of development rights.

The second project component focused on determining the appropriate building design and streetscape character around the Town Square in downtown Jackson. This involved defining the term “western character,” which was completed through a series of public outreach events that collected individual and group opinions about the definition of the term. Appropriate building design drew from historic resources in the Square, including building height and stories, roof form, facade articulation and building materials.

To conclude the project, a deliverable was developed to correspond with each project phase. Marcia focused primarily on the first deliverable, which was the creation of a historic preservation ordinance. This ordinance established the Jackson Historic Register, as well as the process and reviewing body to designate historic resources. A set of historic preservation design guidelines accompanied the ordinance, and was written as an appendix to the Town’s existing design guidelines document. While Marcia did not lead this element, she did assist in its review to ensure all necessary topics were covered. A similar set of design guidelines addressed the topic of Western Character that would be used in the review of new development around the Town Square. The final deliverable incorporated changes to the design standards in the Land Development Code to match the objectives of the aforementioned documents. Marcia assisted in the development and review of this final deliverable. These went through the adoption process in early 2021.



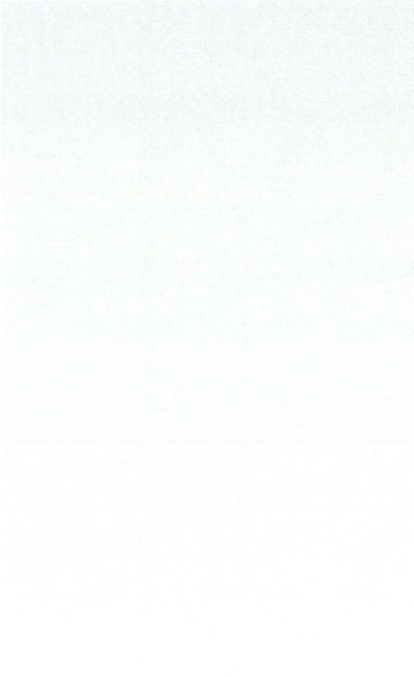
## TAB 3: DISCIPLINES

The Kendig Keast Collaborative consultant team includes collectively nearly 40 years of historic preservation planning, comprehensive planning, and regulatory tool drafting and implementation experience. In order to develop an update to the Citywide Historic Preservation Plan for the City of Des Moines that is thorough and ready to guide historic preservation efforts for the City, the following disciplines will be utilized:

- ◆ Historic research - Marcia and Susan
- ◆ Historic and potentially historic resource analysis - Marcia and Susan
- ◆ Regulatory framework analysis - Gary, Marcia, and Susan
- ◆ Writing and formatting documents - Gary, Marcia, and Susan
- ◆ Stakeholder mediation - Marcia and Susan
- ◆ Hands-on outreach activity facilitation - Marcia and Susan
- ◆ Presenting materials to city staff, elected officials, stakeholders, and the community at-large through in-person and virtual formats - Gary, Marcia, and Susan
- ◆ Understanding and utilization of virtual engagement tools - Gary and Marcia







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## TAB 4: RESPONDENT'S EXPERTISE AND SUBCONTRACTOR'S EXPERTISE

Kendig Keast Collaborative (KKC) represents the collaboration of **Bret C. Keast, AICP**, **Gary Mitchell, FAICP**, and a select group of talented principals and associates. Our firm has earned a reputation for its innovation and repeated success in solving problems of varying complexities for small and large clients in a range of environments. Our practice emphasizes the pursuit of good land stewardship, as well as conserving resources, preserving and enhancing community character, safeguarding neighborhood integrity, and ensuring fiscal responsibility. Our proven approach is founded on the principle of performance, meaning development that is in context with its built and natural environments.

KKC continues to build on the foundation and body of work of Lane Kendig, our founder and a respected authority in the urban planning field. The firm was originally established in 1983 as Lane Kendig, Inc. In 2002, Bret joined the practice as Vice President and Partner. The firm name was changed to Kendig Keast Collaborative in 2007 to reflect the transition to Bret's ownership. In 2009, Lane Kendig retired, although he remains a Strategic Advisor to the firm and its employees.

Bret remains as Owner and Chief Executive Officer, and together with Gary as KKC President, directs a small and highly qualified staff which provides professional services in the areas of comprehensive and strategic planning, zoning and other development regulations, growth management and resource protection, land planning, and various related specialties. KKC's unique approach and process is grounded in the encouragement of meaningful public participation, a clear understanding of planning issues and implementation options, and a direct linkage between plans and ordinances to ensure they are both politically feasible and able to be implemented. We are proud of our firm's reputation for providing clients with highly customized and responsive approaches to challenging community planning issues, resulting in innovative yet viable solutions.

### Planning

Community planning is the foundation of KKC's consulting practice, along with development code work. Our principals and senior staff have led project teams and played substantial roles in the preparation of dozens of plans in more than 80 jurisdictions across the U.S. We offer significant experience with overall comprehensive plans, as well as with typical plan elements, which are sometimes the focus of stand-alone projects and work products.



### CORPORATE OFFICE (Texas)

1415 Highway 6 South  
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(281) 242-2960

### ADDITIONAL OFFICES

#### Colorado

1475 S. Washington St.  
Denver, CO 80210  
(303) 717-2261

#### Kentucky/Indiana

901 Sandstone Drive  
Jeffersonville, IN 47130  
(812) 748-8111

#### Pennsylvania

1373 N. Sheridan Avenue  
Pittsburgh, PA 15206  
(314) 304-7071

#### South Carolina

309 English Oak Road  
Simpsonville, SC 29681  
(864) 248-6161



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## BACKGROUNDS IN LOCAL GOVERNMENT

KKC team members have each worked for municipal planning and community development departments (including our Project Manager's time on staff in Madison, IN). We purposefully seek to hire staff with this background of daily experience in writing, amending, and administering plan documents, zoning, and land development ordinances. It is a valuable asset, essential to crafting regulations that are easy to administer by staff, understandable to members of planning boards and municipal councils, and that articulate development and design standards that produce predictable and desirable outcomes.

### Project Team Organization Chart

City of Des Moines  
Officials, Staff, Residents

City of Des Moines  
Project Director

Kendig Keast Collaborative  
Principal-in-Charge  
Gary Mitchell, FAICP

Project Manager  
Marcia Boyle, AICP

Historic Preservation  
Consultant  
Susan West Montgomery

## Community Character

KKC submits that the central function of any long-range planning should be protecting and enhancing the community character traits that residents and visitors value. Put simply, character should be the central theme that ties the elements of planning together, especially where the preservation and maintenance of historic resources are concerned.

## Implementation

KKC's implementation and regulatory practice includes evaluating, drafting, and amending consensus-based land development regulations. Through meticulous analysis and close attention to community input, we tailor regulatory strategies to achieve specific desired outcomes and foster sensitive site design and creative development practices. Our implementation practice often includes Code Evaluations and Performance Assessments, Code Drafting, Code Amendments, Unification of Development Codes, Zoning Maps, Facilitation of Code Drafting and Amendment Processes, Administration Training, and Development Review.

## Integration

KKC understands that individual planning documents and regulatory tools do not function in a vacuum, and that, in order to create an effective tool, it must be evaluated in the context of existing regulations. Ensuring the Comprehensive Plan, zoning ordinance, historic preservation plan, and neighborhood plans, along with other programmatic goals for departments such as economic development and public works, ensures tools that are integrated and complementary.

## Project Team Key Members

Our team assembled for this project has the necessary expertise to create a workable and effective Citywide Historic Preservation Plan for the City of Des Moines. **Gary Mitchell, FAICP**, will be the **Project Principal-in-Charge**, to ensure the project meets or exceeds KKC's Quality Assurance and Quality Control standards. Gary has over 30 years of experience in creating well-loved community plans and leading successful projects to adoption.

**Marcia Boyle, AICP, Urban Designer**, will be the **Project Manager**, managing the day-to-day activities of the team and will be the lead historic preservation plan drafter and main contact for the project.

Our subconsultant **Susan West Montgomery** will be assisting throughout the project process, focusing on engaging a diverse set of stakeholders and ensuring their ideas are represented throughout the drafting of the plan document.

These key personnel have the support of other KKC staff, including certified planners, GIS analysts, and graphic designers. Full resumes of the key personnel assigned to this project are on the following pages.



## Gary Mitchell, FAICP

### President



Gary brings professional planning experience at the city, county and regional levels since 1989. Working as a community planning consultant since 1999, he is particularly adept at facilitating advisory committee processes, leading strategic planning workshops, and involving leaders and residents in planning initiatives.

Gary regularly leads high-profile engagements in a variety of settings, addressing the gamut of community planning issues down to the corridor, district and neighborhood levels. Topics addressed include land use, transportation, growth management and annexation, housing, economic development, infrastructure, community facilities, public services, bicycle/pedestrian circulation, parking, downtown revitalization, neighborhood conservation, environmental and cultural resources, park systems and trail networks, historic preservation, urban design, and transit-supportive station area planning.

His portfolio includes 50+ comprehensive plans – in communities ranging from 2,000 to 200,000 people – and his consulting work has taken him to 17 states. Besides helping communities consider their long-range outlook and establish goals, policies and an action agenda, Gary enjoys moving beyond planning into meaningful implementation efforts. This includes work on zoning and other development codes, capital improvements planning, annexation assessments and planning, and pursuit of grant funds.

Gary began his public sector career as a Rockland County planner in New York's Hudson River Valley. Later he progressed to Chief Regional Planner for the Houston-Galveston Area Council, a metropolitan planning agency covering 13 counties with 4.5 million residents and 150 local governments (as of 1999). During Gary's time in consulting, 12 communities he has assisted have received awards from divisions of the American Planning Association (APA) as outstanding examples of urban planning. Gary has served in leadership positions with both the Texas Chapter and Houston Section of APA. He also lectured in the Texas A&M Department of Landscape Architecture & Urban Planning, co-teaching the Plan Implementation course for Master of Urban Planning candidates.

### Fellow of the American Institute of Certified Planners

In 2020, Gary was selected by his peers for induction into the **AICP College of Fellows**, the highest honor the American Institute of Certified Planners bestows. At the time, the College had approximately 600 members nationwide.

The FAICP honor recognizes the achievements and leadership of the professional as a model planner with outstanding contributions to planning and society over an extended period of time. "The outcomes of their individual efforts left demonstrably significant and transformational improvements to the field of planning and the communities they served."



### EDUCATION

- ♦ Master of Urban Planning, Texas A&M University, 1988
- ♦ B.A., Economics (with Highest Honors), University of Texas at Austin, 1986

### PROFESSIONAL REGISTRATION

- ♦ American Institute of Certified Planners, #8987, 1991

### PROFESSIONAL AFFILIATIONS

- ♦ American Planning Association (APA) – Texas Chapter Treasurer
- ♦ Chair, Professional Advisory Council, Texas A&M University Master of Urban Planning Program
- ♦ Phi Beta Kappa
- ♦ Omicron Delta Epsilon International Honor Society for Economics
- ♦ Tau Sigma Delta Honor Society for Architecture and Allied Arts

### PRESENTATIONS

- ♦ *Growing and Strengthening Your Downtown*, Bringing Back Main Street Downtown Revitalization Summit, Houston-Galveston Area Council (H-GAC), 2019
- ♦ *From Planning to Persistence to Payoff* (Nassau Bay Town Square), Texas APA 2018
- ♦ *Developing Effective Public Engagement Plans*, Planning Workshop (H-GAC), 2016
- ♦ *Bringing It All Together: How Can Communities Realize Their Potential*, Planning Workshop (H-GAC), 2015
- ♦ *Designing with Nature*, Planning for Sustainable Growth Workshop (H-GAC), 2010
- ♦ *Creating Public Spaces*, Texas Downtown Association Annual Conference (El Paso), 2010





**EDUCATION**

- ♦ Master of Urban Planning, University of Illinois at Urbana-Champaign
- ♦ Bachelor of Arts, Studio Art and "Design for Social Spaces", St. Olaf College

**PROFESSIONAL REGISTRATION**

- ♦ American Institute of Certified Planners (AICP), #32882

**PROFESSIONAL AFFILIATION**

- ♦ American Planning Association (APA)

**PRESENTATIONS**

- ♦ *Downtown Design*, Texas Downtown Association Summer Camp, July 2021
- ♦ *Developing Partnerships Between Preservation & Archaeology to Increase Public Engagement*, Colorado Preservation Inc Conference, February 2019

**Marcia Boyle, AICP****Urban Designer****Project Role: Project Manager**

Marcia's work focuses on creating design tools that recognize and promote unique community character, often highlighting the important link between historic resources and urban design. Her experience in the public and private sectors ensures a commitment to selecting and creating the appropriate design tools while confirming the tools will be easy to use and implement by all groups involved.

Marcia joined KKC as an Urban Designer in 2021 and is based in Pittsburgh, PA. She works on historic preservation and urban design projects for a wide variety of projects including historic preservation plans, historic district design guidelines, downtown plans, comprehensive plans, and zoning and land development codes for clients nationwide.

During graduate school, Marcia worked in the public sector as a Historic Preservation Coordinator for the City of Madison, Indiana. In this position, she worked alongside the Historic District Board of Review to review and grant Certificate of Appropriateness applications, managed the Preservation & Community Enhancement Grant Program, and helped community members determine appropriate alterations to historic buildings. Marcia continued her historic preservation work with the City of Washington, Illinois to evaluate the potential of designating the downtown to the National Register of Historic Places. Simultaneously, she assisted in the adoption of the local downtown historic district and wrote the Washington Square Commercial Historic District Review Design Guidelines for use by the Washington Historic Preservation Commission.

After graduate school, Marcia began her professional career at Winter & Company, a nationally recognized historic preservation, urban planning, and urban design firm in Boulder, Colorado. As an Associate Planner with the firm, Marcia worked on a variety of historic preservation projects including ordinances, citywide plans, residential and commercial design guidelines, and certificate of appropriateness review. She also worked on a variety of urban design projects including neighborhood plans, zoning codes, and urban design guidelines. In all projects, Marcia was involved from start to finish, beginning first with extensive community outreach efforts to ensure each project was community driven, to the drafting and editing of the project document(s), all ending with the adoption of relevant project document(s). Marcia has presented at project kickoff meetings, designed online community surveys, facilitated hands-on community workshops, written relevant project deliverables, and presented to Historic Preservation Boards, Planning Commissions, and City Councils for adoption hearings.

## Susan West Montgomery

Historic Preservation Advocate, Connector, & Leader

**Project Role: Project Associate and Community Engagement Specialist**



Susan is a passionate advocate for natural and historic places who is committed to leveraging these places to connect citizens, promote social justice, and foster health and well-being. She has three decades of experience helping historic preservation organizations and agencies raise the profile of historic preservation in their communities, increase their impact, develop and advocate for innovative preservation tools and practices, and forge partnerships to save and steward historic places. She is particularly skilled at pressing organizations to think beyond their traditional allies to

build broader coalitions to support their objectives. Her consulting practice has begun to focus on developing effective and inclusive community engagement strategies that center preservation practice in communities historically marginalized by traditional preservation practice. A key component of her approach is the inclusion of a conscientious assessment of current practices and policies with an eye toward uncovering their inequitable and exclusionary applications. Once identified, such practices can be revised and updated to meet current standards and values.

Susan is former Vice President for Preservation Resources at the National Trust. She was hired to build the national preservation movement by supporting statewide and local partners and had primary responsibility for developing, promoting, and implementing the National Trust's varied trainings and publications to serve emerging and established preservation leaders. She also oversaw the Trust's extensive national grant making including the Fund for Sacred Places and the African American Cultural Heritage Action Fund. Before joining the National Trust she served as President of Preservation Action and led the national grassroots lobbying network. As a registered Congressional lobbyist, she represented historic preservation interests on Capitol Hill. She also served for a time as Circuit Rider for the Maryland Association of Historic District Commissions where she provided technical assistance to over 40 local preservation programs throughout the state. Select current clients include the Advisory Council on Historic Preservation Foundation, the Student Conservation Association, and the National Preservation Institute.

### EDUCATION

- ♦ Master of Arts, American Studies, George Washington University
- ♦ Bachelor of Arts, Art History and English Literature, State University of New York at Buffalo

### PUBLICATIONS

- ♦ Contributor *Bending the Future*
- ♦ *50 Ideas for the Next 50 Years of Historic Preservation*
- ♦ Co-author *Preservation for People: A Vision for the Future*
- ♦ Author *A Blueprint for Lobbying*



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## TAB 5: PROPOSED PROJECT WORK PLAN

Recognizing its desirability as a livable area with an array of historic structures, districts, and natural resources, the City of Des Moines wishes to develop an updated citywide historic preservation plan and to guide future development to ensure historic preservation remains a key component of the city's growth. The following scope of services outlines the key components of the Citywide Historic Preservation Plan process that Kendig Keast Collaborative (KKC) proposes, including extensive public outreach to understand the existing historic preservation program and create an effective and realistic implementation plan for the program.

Community engagement will be a key component throughout the project. Note that the scope includes two in-person trips, one as the primary kick-off trip and the other as a project conclusion trip. All other community engagement is planned virtual. This way, the City's financial resources will remain focused on the production of the Citywide Historic Preservation Plan, rather than paying travel and lodging costs. The virtual events also take into consideration the ongoing COVID-19 public health crisis, which we are carefully monitoring in the planning of on-site activities. We will remain flexible throughout the project process depending on how this public health crisis unfolds. The proposed budget for this project includes the cost of in-person trips as add-ons that the City may choose to incorporate into the final executed contract, scope, and budget, or request on an as-needed basis with a contract amendment.

### PROJECT WORK PLAN

#### Phase One: Project Kick-off

##### 1.1 Project Orientation

The KKC consultant team, the City's Project Manager, and State Historic Preservation Officer (SHPO), along with invited staff, will meet via video conference for a project kickoff meeting to:

- ◆ Establish communications, scheduling, file format, and administrative protocols;
- ◆ Lay out a detailed schedule for the project;
- ◆ Outline the respective roles of KKC and Staff;
- ◆ Discuss the appointment and responsibilities of an Advisory Committee (AC) and Outreach Coordinator Cohort (OCC); and
- ◆ Discuss the key components of a project webpage including the use of the webpage as a host for draft and final documents and links to engagement opportunities.

#### KKC's Service Delivery Approach

- ◆ Provision of quarterly progress reports to the City and State Historical Society of Iowa (SHSI) describing the project status and documenting (with text and photos) significant work accomplished and scheduled activities.
- ◆ Preparation of a project schedule that ensures steady progress while assuring adequate time for involvement and meaningful review prior to the public hearings.
- ◆ Timely submittal of project documentation and deliverables in strict adherence with the project schedule.
- ◆ Design of an iterative process whereby draft deliverables are prepared, reviewed, and discussed individually with stakeholders.



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The AC will consist of elected officials, City staff, associated professionals, Historic Preservation Commission members, representatives of partner organizations, and business and neighborhood leaders who share an interest in the City's historic resources and preservation program. The OCC will consist of five to ten community members who can help facilitate effective communication between the planning team and citizens whose perspectives are worthwhile to the planning process but who are unlikely to participate in traditional public forums due to language barriers, scheduling conflicts, or hesitancy to work with government entities.

#### **Timeline: Month 1**

##### **Meeting(s):**

- ◆ A one-hour project orientation video conference with the City Project Manager and staff.

##### **Deliverable(s):**

- ◆ Project schedule of deliverables, in-person meetings, and video conferences and supporting documentation.
- ◆ Memo outlining membership, roles, and responsibilities of the AC and OCC.

#### **1.2. Kickoff Meetings and Field Study**

In order to understand the existing historic preservation program, this project step involves the review of the preservation program in context including the review of *Plan DSM*, *Live DSM*, *MoveDSM*, *InvestDSM*, the Strategic Plan, demolition delay ordinance, and other regulatory tools that impact the preservation program. This step also includes the involvement of key community groups and field study. The KKC consultant team will meet with the following groups:

- ◆ **Advisory Committee (AC).** The consultant team will meet with the AC to provide a brief introduction and overview of the project, and then listen to the AC members' key thoughts about the existing program and what they would like to see for preservation in Des Moines in the future. AC members may include staff, elected and appointed officials, and preservation organization members. The consultant team will look to staff to determine who will be part of the AC.
- ◆ **Outreach Coordinator Cohort (OCC).** The consultant team will work with staff and the AC to identify five to ten individuals to serve as members of the OCC. The consultant team will meet with the members of the OCC to provide an introduction and overview of the project and its goals and to begin to develop outreach and communication protocols for use in soliciting input from select communities. Throughout the project process, the consultant team will remain in regular contact with the OCC and provide assistance as needed, but the OCC will be given autonomy to conduct interviews. Note that because Cohort members spend time conducting interviews within their community, it is proposed that each will receive a stipend, as shown in Tab 8, Project Costs.
- ◆ **City Departments.** The consultant team will meet with individual city departments to understand how each may contribute to existing historic preservation activity, or how they could expand their function to do so.

- ◆ **General Public.** A public in-person workshop will be held to introduce the project and solicit general comments from interested citizens. In order to facilitate wider public participation, the workshop will be recorded and a second session scheduled and held virtually. This virtual screening will include a live introduction and post-presentation Q&A session to solicit input. For a period of time, community members that were unable to attend the public meeting in person, but would still like to participate, may review PDFs of the materials and the recorded event online. They may submit comments to city staff, who will consolidate them and provide them to the consultant team for incorporation into the summary of stakeholder input.
- ◆ **City Project Manager.** The consultant team will closely coordinate all the on-site logistics and meetings with the City's Project Manager, who will be a key attendee at the meetings mentioned above. Also while on site, the City's Project Manager will lead the consultant team on a guided tour of Des Moines' historic resources to observe and photograph designated and potential historic resources and to review any key planning issues that the city is experiencing that impact historic resources.

Note that prior to all on-site trips, an itinerary and detailed list of materials needed for public meetings will be provided to staff. In order to help with logistics, it is expected that city staff will help arrange meeting space, promote the event, and assist with large materials such as easels or plotted posters. This is planned as an in-person trip, but will be adjusted as needed based on the City's COVID-19 policy.

#### **Timeline: Month 2**

##### **Meeting(s):**

- ◆ In-Person Trip #1 (2 Consultant team members / 4 days / 3 nights)
  - » Advisory Committee meeting
  - » Outreach Coordinator Cohort meeting
  - » Meetings with department staff
  - » Public Workshop
  - » Tour of historic resources led by City's Project Manager

##### **Deliverable(s):**

- ◆ Summary of stakeholder input and initial findings of current historic preservation program and context.

#### **1.3. Citywide Historic Preservation Plan Outline**

After completing Step 1.2 and the Summary of Stakeholder Input, Marcia and Susan will draft an outline of the Citywide Historic Preservation Plan, that will be informed by the input collected during Step 1.2. This outline will include the Existing Historic Preservation Program that is proposed as the focus of Phase Two, and the Future of Des Moines' Preservation Program that is the focus of Phase Three. It will be subject to change as Phases Two and Three progress.

#### **Timeline: Month 3**

##### **Meeting(s): N/A**

##### **Deliverable(s):**

- ◆ Citywide Historic Preservation Plan Outline





## Phase Two: Existing Historic Preservation Program

### 2.1 Celebrate Des Moines' Preservation Successes

Utilizing the input, history, photographs and documentation gathered from key stakeholders and on-the-ground touring during Phase One, Marcia and Susan will develop a document that highlights the existing successes of the historic preservation program. This document will also provide initial thoughts about components that are missing and opportunities revealed through initial input and study. These might include new partnerships, new approaches, and the potential contributions of historic resources that are "coming of age."

**Timeline:** Months 3-4

**Meeting(s):**

- ◆ Virtual meeting with City's Project Manager to review stakeholder input and Plan outline

**Deliverable(s):**

- ◆ Draft Existing Historic Preservation Program Report

### 2.2 Equity and Inclusion Assessment

The RFP notes that the "City's demographics have also changed significantly since 1995 and neighborhoods reflect this diversity with schools serving students speaking over 30 native languages. This growing multiculturalism is a strength and adds to the City's vibrancy, but language and cultural differences require innovative approaches to outreach and education."

It is important that the preservation plan reflects this on-the-ground reality and capitalizes on the opportunity it provides. Toward that end, Marcia and Susan will complete a comprehensive assessment of the city's current preservation programs and policies as part of this process. This goal of this step is to uncover any instances where the existing preservation program is not fully supportive of the racial, ethnic, and economic diversity of the city. This conscientious assessment will inform recommendations of the plan and will ensure a more inclusive historic preservation approach that is equitable, effective, and sustainable. City Staff, AC members, and others will be expected to play a key role in the assessment to include: identifying projects, programs and policies to be reviewed; taking part in the assessment by responding to questions and providing feedback; reviewing findings; and working with consultations to develop new approaches as appropriate.

**Timeline:** Months 3-4

**Meeting(s):**

- ◆ Joint meeting with city staff and AC members
- ◆ One additional meeting with group(s) to be identified

**Deliverables(s):**

- ◆ Equity and Inclusion Assessment

### 2.3 Existing Program Report

The City's Project Manager and the AC will have an opportunity to review the Existing Historic Preservation Program Report and provide comments. The

City's Project Manager will consolidate written comments and send those to Marcia for incorporation into the Final Existing Program Report. The input received through the OCC and the findings and recommendations of the equity and inclusion assessment will also be incorporated.

**Timeline: Month 5**

**Meeting(s):**

- ◆ Video conference with City's Project Manager to review comments on Draft Existing Program Report

**Deliverable(s):**

- ◆ Final Existing Program Report to include Equity and Inclusion Assessment

### Phase Three: Future of Historic Preservation in Des Moines

#### 3.1 Advance Des Moines' Historic Preservation Program

After the publication of the Final Existing Program Report, the focus will turn to developing an effective, realistic, and implementable set of goals and policies for the preservation program moving forward. This will be deeply informed by the findings and recommendations of the equity and inclusion assessment and input from the OCC. Starting with the initial ideas outlined in the Existing Program Report, the consultant team will present the goals and policies to the Advisory Committee in a virtual meeting, where the AC will have an opportunity to brainstorm new goals and policies. With their input, the team will further develop goals and policies, then present them to the OCC in a virtual meeting to confirm that the input provided by neighborhood members in the initial outreach phase is reflected in the proposed goals and policies.

This project step also includes a virtual workshop led by Marcia and Susan. SurveyMonkey will be the primary tool to solicit feedback and additional ideas from the community. The virtual outreach "event" will be available for community input for a minimum of two weeks.

**Timeline: Months 6-7**

**Meeting(s):**

- ◆ Virtual Advisory Committee Meeting
- ◆ Virtual Outreach Coordinator Cohort Meeting
- ◆ One-hour introductory presentation for the virtual outreach event

**Deliverable(s)**

- ◆ Draft goals and policies
- ◆ Survey using SurveyMonkey Platform
- ◆ Short PPT presentation to be used during the virtual public meeting to highlight the status of the project process, the draft goals and policies, and how to use SurveyMonkey to provide additional goals and policies suggestions.

#### 3.2 Historic Preservation Action Plan

Utilizing the feedback collected from the virtual outreach event, Marcia and Susan will develop a final Historic Preservation Action Plan. This will include





a text version of the goals and policies identified by the community as well as a chart to illustrate the timing, partners to accomplish an item, and any notes necessary for its completion. The implementation timing included at this stage will be a draft that considers priorities expressed by staff, stakeholders, and the community throughout the project process, best practices, and practicality.

*Timeline: Month 8*

*Meeting(s): NA*

*Deliverable(s):*

- ◆ Draft Historic Preservation Action Plan

#### **Phase Four: Document Development**

##### **4.1 Draft Citywide Historic Preservation Plan**

With a draft of all plan components completed, the consultant team will assemble the draft Citywide Historic Preservation Plan. This will include the Existing Program Report, descriptions of the goals and policies, and the implementation table that outlines the work plan and its timing.

*Timing: Months 3-9*

*Meeting(s): N/A*

*Deliverables:*

- ◆ Draft Citywide Historic Preservation Plan

##### **4.2 Plan Presentation**

The second in-person trip will take place during this phase to present the Draft Plan to the AC, OCC, and to the public through an open house event. Marcia and Susan will present the Draft Citywide Historic Preservation Plan in order to gain final feedback to ensure all voices are represented and the plan has the support of the community moving forward. While the event will primarily provide an opportunity for community members to ask questions and provide feedback, a hands-on activity for review of the proposed timeline could be included.

*Timing: Month 10*

*Meeting(s):*

- ◆ In-Person Trip #2 (2 Consultant team members / 2 days / 1 night)
  - » One hour meeting with Advisory Committee
  - » One hour meeting with Outreach Coordinator Cohort
  - » Public Open House event

*Deliverable(s):*

- ◆ Materials for public workshop including PPT presentation and boards

##### **4.3 Final Citywide Historic Preservation Plan**

Using the feedback obtained during Trip 2, Marcia and Susan will update the Plan accordingly to create the Final Citywide Historic Preservation Plan.

*Timeline: Month 10*

*Meeting(s): NA*

*Deliverable(s):*

- ◆ Final Citywide Historic Preservation Plan

### Phase Five: Adoption

#### 5.1 Adoption Hearings

The Plan will be presented virtually to the Historic Preservation Commission and to City Council via videoconference. The consultant will prepare a presentation to be utilized at both public meetings that will highlight the project process and components of the final document.

*Timeline: Month 11*

*Meeting(s):*

- ◆ One-hour meeting with Historic Preservation Commission
- ◆ One-hour meeting with City Council
- ◆ Virtual presence at adoption hearing

*Deliverable(s):*

- ◆ Presentation to be used during adoption hearings

#### 5.2 Final Edits to Citywide Historic Preservation Plan

During the adoption process, if there are any edits required for adoption as stipulated by the Historic Preservation Commission and/or City Council, those will be made prior to sending the packaged document to staff. This will include all materials and documentation to support grant reimbursement from SHSI.

*Timeline: Month 12*

*Meeting(s): NA*

*Deliverable(s):*

- ◆ Edited Final Citywide Historic Preservation Plan
- ◆ Packaged Citywide Historic Preservation Plan

One printed, unbound, single-sided copy of the Citywide Historic Preservation Plan

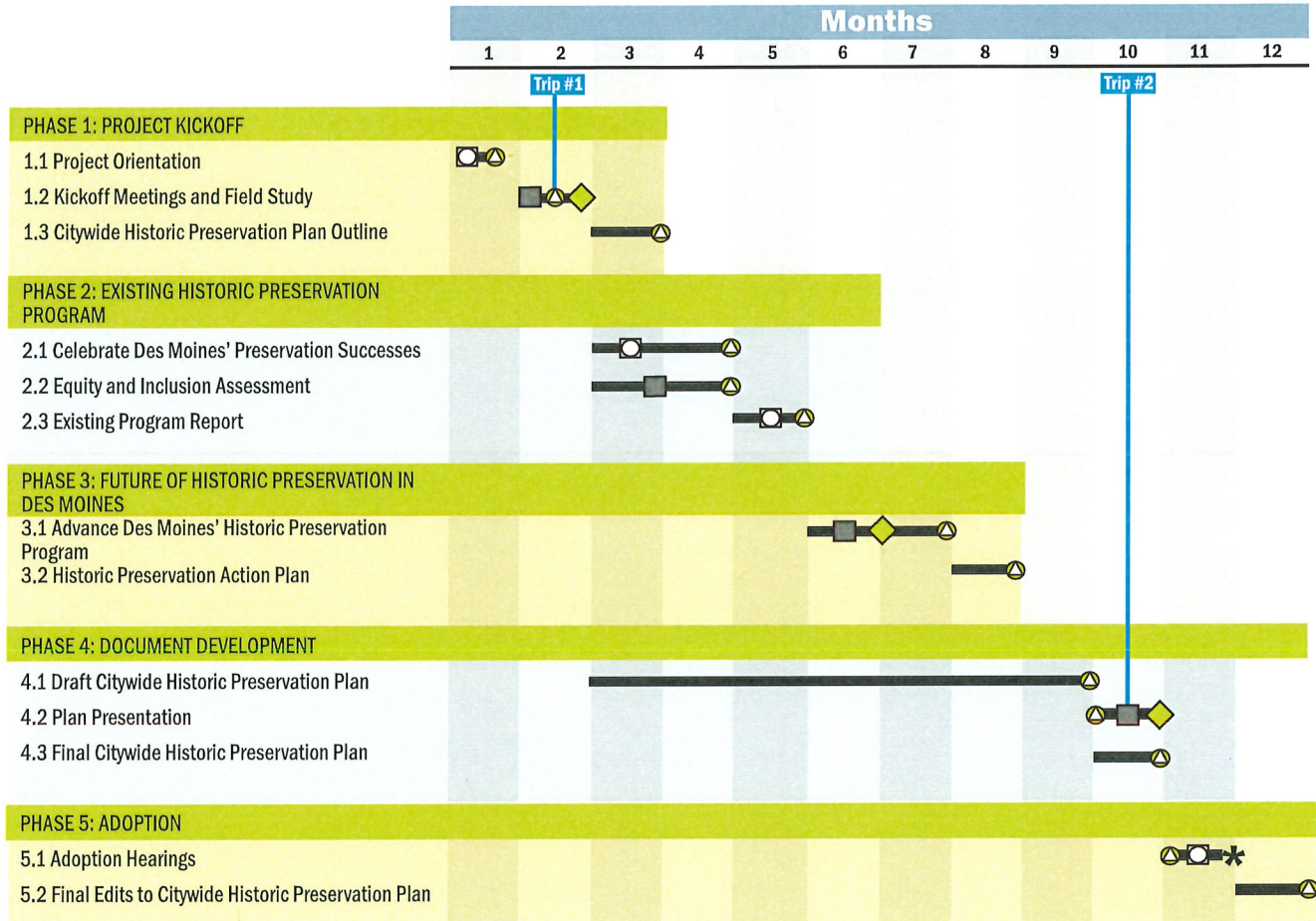
### Project Schedule

The chart on the following page shows the anticipated 12-month schedule for accomplishing the work activities outlined above in the proposed Scope of Services for developing a Citywide Historic Preservation Plan for the City of Des Moines. This proposed schedule is subject to refinement of all work program specifics through finalization of a contractual scope of services.

KKC has a long track record of completing projects on budget and on time. Our key personnel assigned to this project have the time available to take it on. At KKC, we carefully track all of our project commitments and do not propose on a new project unless we can commit the necessary resources to complete the project on time. At any one time, all of our projects are at multiple points of development, including some that are newly underway and others that are well advanced or near adoption, which enables us to balance our schedules accordingly.





**Symbol Key:**

Task Duration	Deliverable	Virtual Meeting	Advisory Committee (AC) and Outreach Coordinator Cohort (OCC) Meetings	City Council	Public Workshop/Open House



## TAB 6: PERFORMANCE OF SERVICES

In order to create a Citywide Historic Preservation Plan that is comprehensive, robust, innovative, and impactful, our team is prepared to lead a project that carefully studies existing provisions and operations, and identifies gaps and opportunities for improvement. By involving community members through a wide variety of outreach methods and opportunities for engagement, the Plan and its implementation actions will be based on a well-rounded set of opinions about historic preservation in Des Moines.

The consultant team brings a background of historic preservation work in the public, private, and non-profit sectors throughout the country, as well as academic degrees in history, historic preservation, and urban planning. While the team is not physically located in Des Moines, the national perspective each team member brings to the project allows best practices and innovative strategies to be incorporated into the Plan. Challenges that Des Moines' historic preservation program faces, such as balancing preservation and new development, analyzing buildings "coming of age," and addressing density in historic neighborhoods, are shared with communities that boast a similar wealth of historic resources. Developing solutions to these challenges will come through a combination of the consultant team's expertise and conversations with city leaders and community members.

Ensuring the project process engages citizens of all ages, genders, race, religion, financial status, and from all geographic areas of the city is crucial to ensuring the Plan represents the community and its desire for the historic preservation program moving forward. In order to reach all populations, the engagement strategy for this project incorporates two key groups that will help drive the process - the Advisory Committee (AC) and Outreach Coordinator Committee (OCC). The composition of each of these groups, as proposed in Tab 5, intentionally selects community members from a variety of professionals, backgrounds, and geographic neighborhoods with the goal of reaching as many people as possible. The consultant team will also meet with staff in city departments, and frequently with the City's Project Manager.

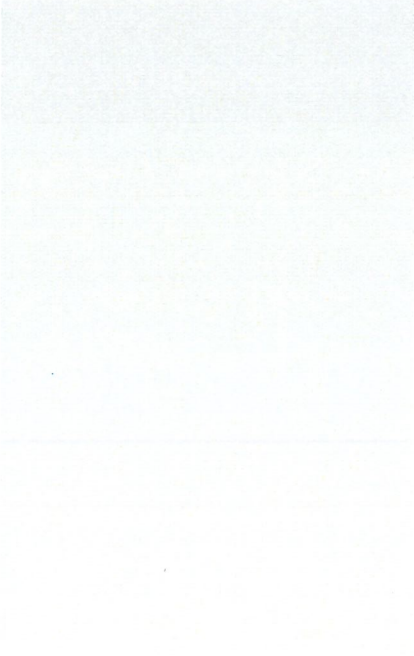
### Engaging Creatively While Observing COVID-19 Protocols

Meeting facilitation, public outreach and stakeholder engagement with respect to public health protocols and sensitivities calls for flexibility. KKC's aim has always been to engage creatively with methods that are comfortable for different audiences. Teleconferencing and virtual meetings and presentations, and online surveys and geo-engagement tools have long been in our repertoire to provide convenience and cost savings for our clients and staff.



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Since the COVID-19 outbreak in 2020, KKC has continued to use its Zoom and Microsoft Teams accounts to successfully facilitate online committee meetings, public open houses, and public hearing presentations, along with combination in-person and online meetings; and has also held socially distanced in-person meetings with “touchless” input methods. We are able to offer each community a flexible range of options with which to customize collaboration and outreach to suit their needs and preferences.



## TAB 7: REFERENCES

### 1) Historic Preservation Plan for Brookings, SD

The update to the Brookings Historic Preservation Plan was officially adopted in February 2021. Divided into six key project components, the vision, goals, policies, and actions captured the community's input through the process and created an implementable plan that divided work between many departments, organizations, and stakeholders in the community.

**Michael Struck, Community Development Director**

520 3rd Street  
Suite 230  
Brookings, SD 57006  
(605) 697-8635  
[mstruck@cityofbrookings-sd.gov](mailto:mstruck@cityofbrookings-sd.gov)

### 2) Heritage Preservation Plan for Plano, TX

Completed in 2018, the Heritage Preservation Plan examined the existing program through careful analysis, field work, and extensive stakeholder engagement. The new Plan is highly illustrative and captures the community's history and preservation successes, while identifying opportunities for improvement for key topics such as accessory dwelling units, mid-century resources, and engaging new demographics and stakeholders in the preservation program.

**Michael Bell, Comprehensive Planning Manager**

1520 K Avenue, 2nd Floor  
Suite 250  
Plano, TX 75074  
(972) 941-5472  
[mbell@plano.gov](mailto:mbell@plano.gov)

### 3) Historic Preservation Plan for Corvallis, OR

The Corvallis Historic Preservation Plan was adopted in 2017, after a year-long process that prioritized hands-on engagement of staff, elected and appointed officials, university representatives, and the general public. The Plan identified key components and addressed emerging issues such as the use of Accessory Dwelling Units in historic residential neighborhoods, identification of new areas for surveying based on properties that are "coming of age," and how to partner with the University to best preserve the community's historic institutional resources.

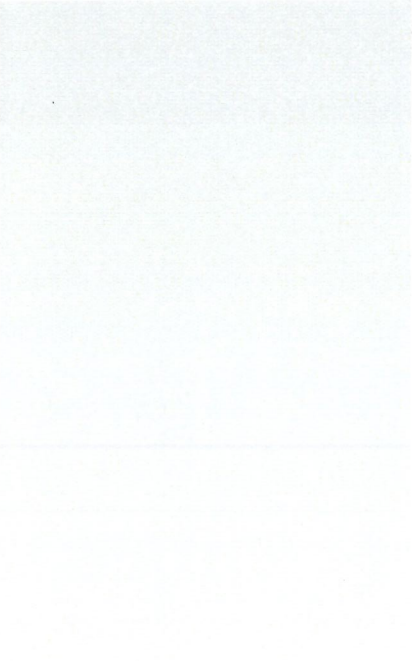
**Carl Metz, Former Associate Planner for the City of Corvallis**

(480) 703-7535  
[carlton.metz@gmail.com](mailto:carlton.metz@gmail.com)



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## TAB 8: PROJECT COSTS

Shown below is the proposed project costs for the development of the Citywide Historic Preservation Plan for the City of Des Moines. This pricing is based on a preliminary understanding of the work that is warranted after our review of the Request for Proposal and reflects our proposed Scope of Services. The pricing shown includes associated direct expenses and reimbursable items like mileage and printing. The pricing by phase is as follows:

Phase One: Project Kick-Off =	\$26,609
Phase Two: Existing Historic Preservation Program =	\$15,620
Phase Three: Future of Historic Preservation in Des Moines =	\$18,100
Phase Four: Document Development =	\$15,709
Phase Five: Adoption =	\$13,200

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**TOTAL for All Phases = \$89,237**

A table showing further breakdown of project costs by phase and team member is on the following page. The Final Project Budget may be adjusted through the final scoping and scheduling process. We are committed to collaborating with the City to arrive upon a fair and reasonable fee that is mutually agreeable.

### Supplemental Services

During the course of this project, the City may wish schedule more in-person trips, request further research, or otherwise engage the KKC team in additional work efforts not listed in this Scope of Services. Should the City desire to expand the project scope, any subsequent fees for services not included in this proposed project pricing would be derived by using the hourly billing rates of project staff in the table at right plus applicable expenses for costs such as mileage and supplies. The pricing below shows the cost for an additional full day of work on-site for each project staff person inclusive of travel costs.

Principal	\$ 2,284.00
Project Manager	\$ 1,884.00
Subconsultant	\$ 2,084.00

Any supplemental services must be specifically authorized by the City and documented through a written amendment to the contractual Scope of Services, including the approval of a corresponding increase in the compensation amount—and, if necessary, extending the time of performance—of the original professional services agreement.

### Hourly Billing Rates (Direct Labor Rates)

Principal-in-Charge.....	\$ 160.00
Project Manager .....	\$ 115.00
Subconsultant .....	\$ 145.00
Graphic Designer .....	\$ 50.00
Administrative .....	\$ 75.00

### Billing for Non-Labor Costs

Mileage..... Actual mileage cost  
(Federal rate)

Direct Expenses (Supplies,  
Reproduction, Subsistence, etc.)  
..... Actual cost + 10%



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DES MOINES, IOWA CITYWIDE HISTORIC PRESERVATION PLAN				
Key Personnel	Principal	Project Manager	Susan West Montgomery	TOTAL
Title				
Scope Tasks				
<b>Phase One: Project Kick-Off</b>				
1.1 Project Orientation				\$2,340
1.2 Kickoff Meetings and Field Study				\$13,590
1.3 Citywide Historic Preservation Plan Outline				\$3,340
<b>Subtotal</b>	\$1,000	\$11,270	\$7,000	\$19,270
<i>Direct Expenses</i>				\$7,339
<b>TOTAL FOR PHASE 1</b>	\$1,000	\$11,270	\$7,000	\$26,609
<b>Phase Two: Existing Historic Preservation Program</b>				
2.1 Celebrate Des Moines' Preservation Successes				\$11,270
2.2 Equity and Inclusion Assessment				\$4,350
2.3 Existing Program Report				\$7,190
<b>Subtotal</b>	\$800	\$7,820	\$7,000	\$15,620
<i>Direct Expenses</i>				\$0
<b>TOTAL FOR PHASE 2</b>	\$800	\$7,820	\$7,000	\$15,620
<b>Phase Three: Future of Historic Preservation in Des Moines</b>				
3.1 Advance Des Moines' Historic Preservation Program				\$12,290
3.2 Historic Preservation Action Plan				\$5,810
<b>Subtotal</b>	\$800	\$10,580	\$6,720	\$18,100
<i>Direct Expenses</i>				\$0
<b>TOTAL FOR PHASE 3</b>	\$800	\$10,580	\$6,720	\$18,100
<b>Phase Four: Document Development</b>				
4.1 Draft Citywide Historic Preservation Plan				\$6,580
4.2 Plan Presentation				\$7,190
4.3 Final Citywide Historic Preservation Plan				\$4,970
<b>Subtotal</b>	\$600	\$8,970	\$4,200	\$13,770
<i>Direct Expenses</i>				\$1,939
<b>TOTAL FOR PHASE 4</b>	\$600	\$8,970	\$4,200	\$15,709
<b>Phase Five: Adoption</b>				
5.1 Adoption Hearings				\$6,000
5.2 Final Edits to Citywide Historic Preservation Plan				\$7,200
<b>Subtotal</b>	\$800	\$8,400	\$4,000	\$13,200
<i>Direct Expenses</i>				\$0
<b>TOTAL FOR PHASE 5</b>	\$800	\$8,400	\$4,000	\$13,200
<b>TOTAL For All Phases</b>				\$89,237



## TAB 9: COMPANY INFORMATION FORM

The pages that follow include the completed Pricing and Company Information Form, as provided in the RFP.



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**Section 5 – Pricing and Company Information Form**

*This form must be included in the company’s proposal. All areas of the form must be fully reviewed and completed.*

Provide a comprehensive and detailed listing of all costs, fees, and reimbursable fees to be incurred as a part of your company’s work in the space provided below. All billable costs for these services must be included in the submitted proposal. The Cost Proposal must provide, but not be limited to, a detailed description of costs that address the requirements identified in Section 2 - Specific Requirements. If a formal presentation to City Council is required, this cost must also be included in the pricing provided below.

Exclusion of any costs for these services will be the responsibility of your company.

Description of Services Provided	Number of Hours	Hourly Rate	Total Not to Exceed Cost
Phase One: Project Kick-Off	153	*	\$ 26,609
Phase Two: Existing Historic PreservationProgram	180	*	\$ 15,520
Phase Three: Future of Historic Preservation in Des Moines	144	*	\$18,100
Phase Four: Document Development	151	*	\$15,709
Phase Five: Adoption	66	*	\$13,200
* Hourly rates vary depending on staff; please see table			
in Tab 8 Project Costs for a detailed breakdown.			

**Total Project Cost**                      \$ 89,237

**Exceptions, Deviations or other Agreements**

Exceptions/Deviations to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If company has no exceptions/deviations, please write “No Exceptions” in the space provided. If you state no exceptions, you may not add company’s terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date (N/A or Not Applicable is not an acceptable response).

No Exceptions

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**Liens, Unsatisfied Judgments, Disciplinary Actions**

List any and all disciplinary actions, administrative proceedings, any filed or pending claims, litigation, or other like proceedings against company or any of its personnel relating to firm’s services that are current, pending, or occurring in the last five (5) years. If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred must state this also (N/A or Not Applicable is not an acceptable response).

No liens, unsatisfied judgments, nor disciplinary actions.

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**Potential Conflict of Interest**

List any current or historical engagement or relationship with any public or private party that could potentially create a conflict of interest with the City. Consultants that help prepare an RFP are not eligible to submit a proposal for services that are the subject of the Consultant's project for the City. **If no potential conflict of interest exists your company must state this also (N/A or Not Applicable is not an acceptable response).**

No conflicts of interest.

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: Marcia Boyle  
Phone Number: (281) 721-4125  
E-mail Address: marcia@kendigkeast.com

The undersigned Proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the work as described in the RFP documents, and do all work at the fees stated in the submitted proposal. The undersigned Proposer certifies that this proposal is made in good faith and without collusion and connection with any person or persons submitting proposals in response to this RFP.

The undersigned Proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City, the RFP shall prevail.

Name of Firm: Kendig Keast Collaborative  
Name and Title of Representative: Gary Mitchell, President  
Authorized Signature:   
Address: 1415 Highway 6 South, Suite A-300, Sugar Land, TX 77478  
Date: September 3, 2021  
Phone: 281) 721-4105  
E-Mail Address: gary@kendigkeast.com  
Web Site: www.kendigkeast.com



## TAB 10: SUSTAINABILITY AND INCLUSION

The RFP asks that we address these specific questions regarding sustainability and inclusion:

- » **What measures does your company take to minimize negative impacts to human health and the environment?**

Kendig Keast Collaborative is committed to sustainability in its daily practices. In the summer of 2020, KKC transformed to an all-virtual office, eliminating commutes for more than a dozen employees, thus reducing consumption of fossil fuels and lessening traffic and congestion in peak hours on roadways.

KKC staff are spread throughout the country and connect and collaborate with each other and clients through virtual means on a daily basis. This has resulted in the transition to a paperless office, with the majority of project and administrative materials utilized and stored virtually. In cases where hard copies of documents must be generated, KKC utilizes recycled paper and other lower impact materials, whenever possible.

- » **What goals does your company have to reflect, increase and improve diversity, inclusion, and equity in your workforce (including subcontractors)?**

KKC is an equal employment opportunity employer and makes all employment related decisions without regard to race, color, national origin, religion, age, sex, sexual orientation, handicap, veteran status, and/or any other status or condition protected by law. The company has adopted an affirmative action stance and is committed to employing the most qualified, reliable, and productive employees. When looking to partner with other consultants for a project team, the company applies the same non-discriminatory practices.





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## **TAB 11: NON-COLLUSION AND INSURANCE CERTIFICATION**

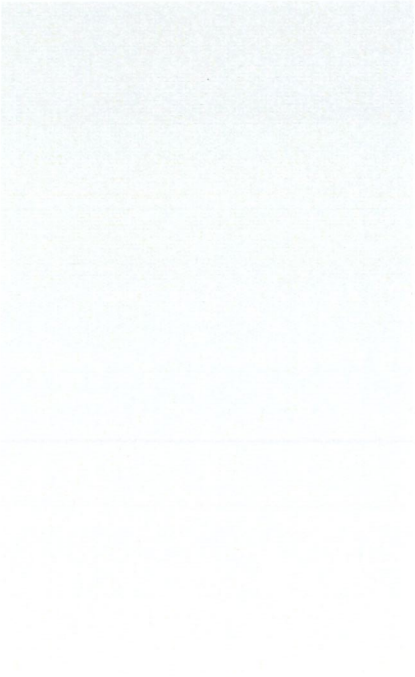
The pages that follow include completed Non-Collusion Affidavit and Proposer's Insurance Agent Regarding Proposer's Ability to Obtain Required Insurance Coverages, as provided in the RFP.

The Addendum to the RFP is also attached here.



**KENDIG KEAST**  
COLLABORATIVE





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**Attachment 1 - Non-Collusion Affidavit**

The Proposer hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the City of Des Moines, Iowa; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or of any other Proposer, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Proposer.

Kendig Keast Collaborative

Proposer



Signature

By Gary Mitchell, FAICP

Name (Print/Type)

President

Title

1415 Highway 6 South, Suite A-300

Street Address

Sugar Land, TX 77478

City, State, Zip Code



**Attachment 2 – Certification of Proposer's Insurance Agent Regarding  
Proposer's Ability to Obtain Required Insurance Coverage**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Section 5, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful Proposer of the RFP to which my client has responded:

Legal Name of Proposer:

Kendig Keast Collaborative

Name/Address/Phone/Fax # of Insurance Agency:

Texas Associates Insurors - An Assured  
Partners Company 1120 S. Capital of Texas  
 Hwy Bldg 3-300 Austin TX 78746

Phone 979-475-1172 Fax 512-327-8337

Name of Agent/Broker (Print):

Kimberly Flores

Signature of Agent/Broker:

Kimberly Flores

Date of Signature: 8/31/21



## **Addendum No. 1 - RFP #N22-12 Citywide Historic Preservation Plan for the City of Des Moines**

Procurement Division, City of Des Moines, Iowa  
Date of Addendum: August 24, 2021

This Addendum to Request for Proposal #N22-12 is being issued to provide responses to questions that were received regarding the Citywide Historic Preservation Plan for the City of Des Moines.

1. The top of Pg. 3 states that plastic covers are not permitted for the one required hard copy of the proposal. Are vinyl covers and backings permitted?  
**Yes**
2. On page 7, item #4, it indicates that the City will provide needed GIS data. To maximize the City's budget for this project, can the City actually produce all required maps with direction from the consultants? Similarly, item #5 on this page indicates that the City will assist with the logistics related to meetings. Can the City be responsible for all logistics related to meetings with direction from the consultants?  
**City staff is available to assist the consultant in preparing maps and meeting logistics.**
3. The bottom of page 10 addresses potential interviews for the selection process. Is there a chance that interviews could be conducted via teleconferencing?  
**Yes**
4. There are multiple references in the RFP regarding proposers who are "partnerships" or "joint ventures." Some of the requirements for the proposal are dependent on those definitions. Would a team in which there is a prime firm that contracts with the City and a subconsultant firm that contracts with the prime firm be defined as either a partnership or joint venture?  
**Yes, if the main consultant includes a subconsultant or any other organization to complete the project this would be considered a partnership or joint venture.**
5. With respect to the Section 5 pricing form on page 24 of the RFP, does the City want a breakdown by project task and/or consultant?  
**The chart on page 24 must be completed as described in the headings. If a subconsultant is used for any of the tasks please state the name of the subconsultant that will be assigned to the task.**
6. Can the City indicate the amount of funding budgeted for this plan, or at least a range? That would dictate the consultant team composition and the project approach.  
Could you please share what the City has in mind for the total project budget including any grant funding and city funding, as well as how much been funded in the current fiscal year, and how much funding is anticipated beyond that to complete the project?  
**At this point the City is waiting to receive the submitted proposals in order to have a better idea of the project cost.**
7. Could you specify the City's public involvement goal as noted on page 3 for inclusion in Tab 6 of the proposal? Does the City have a particular number of public meetings they would like to be included as part of the project, or is the City looking for a detailed public engagement strategy that outlines the number and type of meeting?  
**The City does not have a particular number of public meetings in mind. This can be discussed in more detail with the selected consultant, but at least one public meeting to share the updated preservation plan is expected.**



8. In the interest of sustainability, would submitting a proposal electronically, rather than printed and fastened, be acceptable?

**All proposals must be submitted as stated on page one of the RFP.**

9. As part of the Scope of Services outlined on page 6, does staff anticipate reconnaissance and/or intensive survey work to be completed, or the general identification of areas of historic and potentially historic resources that may need to be surveyed in the future? (ie. Clarifying between the 3<sup>rd</sup> bullet and the 3<sup>rd</sup> sub-bullet under the 4<sup>th</sup> bullet under B. Scope of Services.) Also, does the City have current maps of designated historic resources and districts, or would that be part of the project scope?

**No reconnaissance or intensive survey work is anticipated as part of this project. We do have local and national historic districts and resources mapped in GIS.**

Addendum No. 1 is hereby incorporated and made a part of Request for Proposal #N22-12 - Citywide Historic Preservation Plan for the City of Des Moines.

**Proposers must include one (1) copy of this Addendum with their submitted proposal on or before the time and date specified in the Request for Proposal. Failure to include Addendum 1 with the submitted proposal may constitute grounds for rejection of the vendor's proposal.**

Mary Niichel-Hegwood  
Procurement Administrator  
City of Des Moines





**EXHIBIT "D"**  
**PREPARATION OF HISTORIC PRESERVATION PLAN**  
**DES MOINES, IOWA**

**SUPPORT SERVICES**

The **City of Des Moines, Iowa** will provide administrative and technical support services to assist **Kendig Keast Collaborative (KKC)** in performing the Scope of Services described in Exhibit "A" for development of an Historical Preservation Plan. The support services to be provided by the City will include the following types of general services and specific tasks for the planning program:

- Identify a single individual as the City's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative regulatory drafting effort involving both City and KKC personnel, resources, and capabilities.
- Provide all available data, maps, air photos, spatial data, previous reports/plans/studies/ordinances, data sets and GIS coverages and layers already developed/maintained by the City for its entire planning area, and other information that is available to the City in digital or printed format, which is pertinent and necessary for the inventory. Prompt compilation and delivery of such resource materials to KKC is an essential prerequisite for initiation of the report drafting process and timely progress on various initial public participation and strategic assessment tasks. City materials will not be required to be returned upon project completion.
- Make affected or related entities or organizations aware of the Historic Preservation plan process and any contemplated process for developing regulations.
- Ensure that key City personnel, appointed and elected officials who will participate as needed in the process be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for development of the various aspects of the Historic Preservation Plan. This will include potential formal or informal meetings and a briefing with the City Council as specified in Exhibit A, Scope of Services.
- Review in a timely manner the draft regulatory provisions submitted by KKC.
- Reproduce and forward each draft project submittal provided via e-mail by KKC to City staff, Historic Preservation Commission members and Planning and Zoning Commission members, as appropriate. In addition, each draft deliverable will be provided to the City Council for courtesy review and discussion as the Historic Preservation Plan development process proceeds. The Project Director of the City may provide briefings to the City Council or other bodies at regular intervals throughout the process.
- As necessary, the City will be responsible for news media contacts, preparation and distribution of news releases, posting of meeting notices and project information, updates on the City's web site, and any other public information materials.

- Organize, notice, provide space for, and provide administrative support for City Staff, Historic Preservation Commission, Planning and Zoning Commission, and City Council meetings and any other events and workshops. This support includes:
  - Adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords, easels, flip pads and markers, etc.).
  - Arranging meeting locations and reproducing agendas and other handouts.
  - Noticing the meetings according to City requirements for public notice.
- Reproduce paper copies of project materials as the City deems necessary for execution of the project.
- Consider and act on all deliverables and other interim work items submitted by KKC that require City review, comments or approval within a reasonable period of time so as to enable KKC to complete the work on schedule. Specific timeframes for such City response will be incorporated into a detailed project schedule.
- Provide KKC written summaries and copies of any handouts/materials from all project-related meetings not attended by KKC.