

**REQUEST FOR PROPOSAL**

**TO PERFORM**

**CONSTRUCTION ENGINEERING**

**November 26, 2018**

**FOR PROJECT:**

**UGP-SU-2-990(057) PCN 22043**

Concrete Pavement Repairs, Curb & Gutter, Sidewalk, Storm

Sewer, Street Lights and Traffic Signals

Valley City Central Ave from Main St to 12<sup>th</sup> St N

Barnes County

PROPOSALS MUST BE DELIVERED TO  
THE OFFICE OF THE VALLEY CITY ADMINISTRATOR  
254 2<sup>ND</sup> Ave NE  
Valley City, ND 58072  
**By 2:00 PM, December 17, 2018**

**REQUEST FOR PROPOSALS  
TO PERFORM  
CONSTRUCTION ENGINEERING  
SERVICES FOR VALLEY CITY**

UGP-SU-2-990(057) PCN 22043

Valley City Central Ave from Main St to 12<sup>th</sup> St N

Valley City will engage the services of a prequalified engineering firm to perform Construction Engineering on the following project in Valley City scheduled to be completed by October 12, 2019.

UGP-SU-2-990(057) PCN 22043

Concrete Pavement Repairs, Curb & Gutter, Sidewalk, Storm Sewer,  
Street Lights and Traffic Signals

Valley City Central Ave from Main St to 12<sup>th</sup> St N

Work to be performed by Consultant includes:

**Construction Services:** Perform Project Management, Project Administration, Construction Observation, Surveying, and Material Testing. Additional services, if required, may be negotiated and supplemental agreements issued based on the consultant's performance, the consultant's proposal and available funding.

**ADMINISTRATION & INSPECTION**

On this project, the selected firm will be responsible for all construction inspection, material testing and survey to verify the contractor's work is performed according to the governing specifications, plans, and special provisions including the provisions of the North Dakota Department of Transportation's (NDDOT) Standard Specifications for Road and Bridge Construction, Materials Sampling and Testing Manual, and Construction Records Manual. The Consultant's material sampling and testing personnel must be certified under the NDDOT Testing Qualification Program. The selected firm shall provide a Registered Engineer to directly supervise the Construction Engineering project as required by Title 28 of the North Dakota Administrative Code. The selected firm will prepare the required engineering and administrative documents and records as required by the NDDOT. The selected firm shall provide a work force adequate to perform the work necessary to meet the Contractor's work schedule. The Consulting Engineer's Project Manager assigned to the project shall be capable of reading and interpreting project documents for proper execution of the project in accordance with the plans and specifications.

**SURVEY**

The Consulting Engineer's survey crew chief assigned to the project shall be capable of reading and interpreting project documents in order to place survey controls for the proper execution of the project. The Consultant shall perform all construction layouts and reference staking necessary for the accurate control and completion of the project. The survey crew provided will be required to have the ability to perform all work activities required for the project, such as:

- performing structural surveys (i.e. excavation limits, centerline points, etc.)
- staking construction control lines and grades
- slope staking for establishing final roadway sections

- taking final measurements
- taking original and final cross sections for earthwork quantities, including topsoil stockpiles, common excavation locations, sub-cut and calculate quantities
- locating reference points as required
- staking construction and permanent signs, and verifying new sign support lengths prior to contractor ordering material
- establishing benchmarks
- providing grade control for the trimmer and verifying trimmer work
- providing blue top grades for mainline subgrade and bases
- performing minor adjustment to the grade lines to accommodate changes made by field personnel
- staking locations of R/W pins and markers
- verifying and adjusting grades at existing tie in-points
- preparing final as built plans.

### **MATERIALS SAMPLING & TESTING**

Consultant's material sampling and testing personnel must be certified under the NDDOT Testing Qualification Program. All material testing and project data will become the property of City upon completion of the final submittal. Acceptance of all material shall be as specified in Section 106 of the NDDOT Standard Specifications for Road and Bridge Construction manual and the NDDOT Materials Sampling and Testing Manual. Where the NDDOT's Specifications or Special Provisions require that materials meet AASHTO, ASTM, AWPA or other Specifications, the latest Specifications together with all interim Specifications which have been printed and distributed before the date of the invitation for bids shall apply.

### **PROPOSED SUB CONSULTANT REQUEST**

Sub Consultant firms that have been contacted and agree to be listed on the Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only. See NDDOT web site for form SFN 60232. (<http://www.dot.nd.gov/dotnet/forms/forms.aspx>)

### **PRIME CONSULTANT REQUEST TO SUBLET**

The successful firm will be required to include the attached 'Prime Consultant Request to Sublet' form for each Sub consultant listed on the contract prior to execution of the contract. The form assures that the contract between the Prime consultant and all Sub consultants contains all the pertinent provisions and requirements of the prime contract with the NDDOT. See NDDOT web site for form SFN 60233. (<http://www.dot.nd.gov/dotnet/forms/forms.aspx>).

### **CONSULTANT PROJECT MANAGER DESIGNATION REQUIREMENT**

**Definition of Consultant Project Manager:** The Consultant Project Manager shall be an Engineer or Senior Level Technician with sufficient experience to make engineering decisions in the field and oversee the project on a daily basis.

**Duties of Consultant Project Manager:** The Consultant Project Manager shall be under the direction of the designated person in Responsible Charge. The Consultant Project Manager has immediate charge of the engineering aspects of the construction project. The Consultant Project Manager is responsible for the activities and efficiency of all consultant personnel assigned to the project, and for oversight of the actual construction to assure contract compliance.

The Consultant Project Manager should be involved with the initial phases of the project, if possible, as early as the Pre Construction Conference stage. After the project becomes active, the Consultant Project Manager shall:

1. Oversee all field inspection to ensure the project is constructed in accordance to NDDOT plans, standards and specifications
2. Instruct, train, and supervise consultant personnel
3. Oversee and approve:
  - a. Project records,
  - b. Progress reports,
  - c. Determination of pay quantities, and
  - d. Prompt payment to the Contractor
4. Be responsible for regular consultant safety meetings and enforcement of safety policies for all consultant and sub consultant employees

All design and project data will become the property of the City upon completion of the final submittal.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 Code of Federal Regulations Part 26 (CFR) states that the consultant, sub recipient, or sub consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultants shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the consultant, to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate. **For information regarding the DBE Program, see the 2018 DBE Program Manual at:**

<http://www.dot.nd.gov/divisions/civilrights/docs/dbe/dbe-program-admin-manual.pdf>

### **TITLE VI/NON-DISCRIMINATION AND ADA**

Title VI assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by the Department. For information regarding Title VI, see the **2016 Title VI/Nondiscrimination and ADA Program at:**

<http://www.dot.nd.gov/divisions/civilrights/docs/titlevi/NDDOT-Title-VI-ADA-2016.pdf>

### **EVALUATION AND SELECTION PROCESS**

Engineering firms interested in performing the work shall submit 7 printed copies of their proposals to:

Valley City Administrator  
254 2<sup>nd</sup> Ave NE  
Valley City, ND 58072  
UGP-SU-2-990(057) PCN 22043  
701-845-8120  
[dschelkoph@valleycity.us](mailto:dschelkoph@valleycity.us)

The proposal pages shall be numbered and must be limited to 5 pages in length. Proposals that exceed the 5-page length requirement will not be considered. The cover letter will not be counted as one of the 5 pages. The proposal should list the personnel who will be assigned to work on the project, including titles, education, and work experience. Valley City will only consider proposals received prior to **2:00 PM, December 17, 2018**. Late proposals will be deemed unresponsive.

The consultant's proposal may include an appendix. Resumes, references, a statement of qualifications and other materials outlining experience may be included in an appendix. The appendix will not be considered as a part of the 5-page proposal.

Each proposal will be evaluated by a selection committee. Valley City will conduct interviews. The City plans to interview up to three (3) of the most qualified engineering firms based on whose proposals most clearly meet the RFP requirements. Interviews will take place on a date to be determined by the City. Firms not selected to be interviewed will be notified in writing.

Selection will be on the basis of the following weighted criteria:

Weight

- 10% i. Past performance
- 10% ii. Ability of professional personnel
- 10% iii. Willingness to meet time and budget requirements
- 10% iv. Location
- 10% v. Recent, current, and projected workloads of the persons and/or firms
- 10% vi. Related experience on similar projects
- 10% vii. Recent and current work for the City
- 30% viii. Project understanding, issues, and approach
- 5% ix. DBE: Up to 5 points may be awarded for good faith efforts to utilize DBE's in case of tied scores

Maximum total weight is 100 points. 5 additional points maybe awarded for good faith efforts to utilize DBE's in the event of a tie.

Consultants are strongly encouraged to use DBE sub consultant services where applicable. The proposal must contain a list of any tasks that may be let to sub consultants should the consultant be awarded the contract. It must also contain the specific good faith efforts made by the consultant, to achieve DBE participation, in the areas intended for sub-consulting. Consultant interviews will include questions regarding good faith efforts (see 49 CFR Part 26, Appendix A: Guidance Concerning Good Faith Efforts, Paragraph IV. A-H) to achieve DBE participation. DBE participation will be a consideration during the negotiation stage of each contract.

Fees shall be negotiated with the successful firm. If the fee cannot be agreed upon, the City reserves the right to terminate negotiations, and then negotiate with the second and third ranked firms in order, if necessary, until a satisfactory contract has been negotiated.

All costs associated with the proposal shall be borne by the proposer. The City reserves the right to reject any and/or all proposals and to not award contracts for any and/or all projects.

**DISCLOSURE OF PROPOSAL**

At the conclusion of the selection process, the contents of all proposals will be subject to North Dakota's Open Records Law and may be open to inspection by interested parties. Any information included in the proposal that the proposing party believes to be a trade secret or proprietary information must be clearly identified in the proposal. Any identified information recognized as such and protected by law may be exempt from disclosure.

## **RISK MANAGEMENT FOR PROFESSIONAL SERVICES**

The Risk Management Appendix/Addendum will be incorporated into the agreement between NDDOT and the consultant.

### **AUDIT**

Consulting firms proposing to do work for the NDDOT must have a current audit rate no older than 12 months from the close of the firm's Fiscal Year. Firms that do not meet this requirement will not qualify to propose or contract for NDDOT projects until the requirement is met. Firms that have submitted all the necessary information to the NDDOT and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Out of state firms can submit a current accepted FARS audit rate from a cognizant agency.

Under certain conditions NDDOT may offer a Safe Harbor Rate of 110% to firms that do not have a compliant rate.

### **CONSULTANT EMAIL CONTACTS**

If necessary, please update contact information for receiving RFP's via email

**PROJECTS MAY BE ADDED OR WITHDRAWN SUBJECT TO THE AUTHORIZATION AND AVAILABILITY OF FEDERAL FUNDS.**

## Risk Management Appendix

### Professional Services:

- Parties:** **State** – State of North Dakota, its agencies, officers and employees.  
**Professional** – Professional Engineer or Architect or Professional Engineering or Architectural Firm executing the attached documents, their agencies, officers and employees.  
**Governmental Entity** – A nation, state, tribe, political subdivision, or similar entity that may enter into a related agreement with the State or the Engineer.  
**Governments** – State and Governmental Entity, as defined above.

The Professional agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by the Professional to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Professional also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Professional in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

### Required Commercial General Liability, Automobile Liability, and Workers Compensation Insurance:

The Professional shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate; 2) automobile liability with limits of at least \$1,000,000, combined single limit; and 3) workers compensation insurance in amounts as required by statute; all covering the Professional for any and all claims of any nature applicable to such insurance which may in any manner arise out of or result from this agreement. 4) The Governments shall be endorsed on the commercial general liability and automobile liability policies as additional insureds. 5) Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments. 6) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Government representatives. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. **The Professional shall furnish a certificate of insurance evidencing the requirements in 1, 2, 4, and 5 above to the undersigned representatives of the Governments prior to commencement of this agreement.** The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

When a portion of a Contract is sublet, the Professional shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Professional and the State as a result of work undertaken by the Subcontractor. In addition, the Professional shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Professional. The Professional shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

The Professional's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Professional's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Professional shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Professional from meeting the retention limit under the policy. The Professional's insurance coverage shall be shared equally by the Professional and the Governments until the Professional's insurance coverage is exhausted. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Professional. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved and held harmless to the full extent of any coverage actually secured by the Professional in excess of the minimum requirements set forth above.

### Required Professional Liability Insurance:

Professional shall secure and keep in force during the term of this agreement and for at least 12 months thereafter from an insurance company authorized to do business in North Dakota, professional liability insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of \$1,000,000 per claim, \$1,000,000 aggregate.

RM Consulted 2007  
Revised 5-09

