



City of Watford City
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REQUEST FOR PROPOSAL

**TO PERFORM ENGINEERING SERVICES:
FOR THE CITY OF WATFORD CITY
WATFORD CITY LONG-RANGE TRANSPORTATION AND FUTURE LAND USE PLAN
NDDOT PROJECT NUMBER SPR-P042(004), PCN 23527**

**PROPOSAL RELEASE DATE:
OCTOBER 5, 2022**

**PROPOSALS MUST BE DELIVERED TO THE CITY PUBLIC WORKS SUPERINTENDENT
BY:
BY 12:00 (NOON) CT OCTOBER 28, 2022**

REQUEST FOR PROPOSAL TO PERFORM ENGINEERING SERVICES

Watford City will engage the services of a qualified consultant to perform engineering services for the following project:

Watford City Long-Range Transportation and Future Land Use Plan

The planning effort will be conducted in cooperation with the North Dakota Department of Transportation (NDDOT) and the City of Watford City.

EXISTING CONDITIONS AND CHALLENGES

Watford City has experienced rapid growth in recent years due to an increase in oil production and an influx of people calling Watford City home. Watford City had a population of 1,744 at the 2010 Census and was determined to have a population of 6,207 with the 2020 Census. It is anticipated that the City will become a part of the NDDOT's Urban Program after the 2020 Census numbers are finalized. With that growth has come new developments and new infrastructure regarding water, wastewater, transportation, and City owned facilities. The recent growth has not always aligned with existing future land use and long-range transportation plans, so a fresh review is needed. In 2021, the City took measures to align its financials with capital improvement planning through the 2040 Infrastructure Master Plan project that was completed. The City would like to build on the work that was completed in 2021 with the Watford City Long Range Transportation and Future Land Use Plan.

OBJECTIVE

The Watford City Long Range Transportation and Future Land Use Plan will study the incorporated area of Watford City, the one-mile extraterritorial area (ETA), and one mile outside of the ETA. The objective of the Plan is to prepare an update to the City's existing Long-Range Transportation and Future Land Use Plan document which will provide recommendations for future land uses and short, medium, and long-range transportation needs in the Watford City area. The Plan is intended to serve as a guide for future growth and development, provide a program for transportation and infrastructure improvements needed to accommodate future growth, and serve as a policy framework to enhance the quality of life in the City. The finished product will be a plan with built-in flexibility to allow the City to proactively adjust planning and investment priorities based on changing economic conditions. The scope of work contained in this RFP is not to be considered all-inclusive but merely intended to provide sufficient information to prospective consultants to show the City's minimum requirements for the consultant's minimum level of responsibilities and relative performance expectations required of the consultant. An approved Plan shall be completed no later than twelve months after a negotiated contract has been signed.

SCOPE OF WORK

This planning effort will be comprised of two elements including the Long-Range Transportation and the Future Land Use Plan.

The Long-Range Transportation Plan will evaluate transportation needs, set priorities, and ultimately establish a multi-modal transportation network to the horizon year of 2045. Consideration should be given to both transportation system preservation and smart/efficient growth projects. It is strongly encouraged that reasonable funding assumptions are developed and considered when developing transportation recommendations. Transportation improvements should consider short, medium, and long-range time frames. Growth projects should be "smart growth" and have "triggering events" associated with them that provide the City with justification for completing the projects. The current transportation system ownership

shall be identified in the report along with recommendations for entities working together to improve routes, as needed. The Long-Range Transportation Plan shall provide the following policy recommendations:

- Urban Roadway Functional Classification System
 - o Coordination may be needed to update the NDDOT's and McKenzie County's current Federal Aid Routes based on the proposed Urban Roadway Functional Classification System for the City.
- Traffic Impact Analysis Guidelines for Development
 - o Plan shall identify when Traffic Impact Analyses are needed for new developments whether site developments or subdivisions along with the guidelines for completing them.
- Typical Roadway Cross Sections and Corridor Preservation
 - o Plan shall identify typical roadway cross sections and corridor preservation that aligns with the Governor's Main Street Initiative's Smart and Efficient Infrastructure pillar.

The County and City have both completed various transportation studies in 2020 and 2021. The data and information gathered from these studies shall be incorporated into the Long-Range Transportation Plan. The City's 2040 Infrastructure Master Plan shall be thoroughly reviewed by the selected Consultant and the framework of the Capital Improvement Plan shall be incorporated into the project. The financial model developed by the 2040 Infrastructure Master Plan shall be utilized and/or incorporated into analyzing varying funding scenarios. The transportation priorities and procedures identified in the 2040 Infrastructure Master Plan shall also be incorporated into the Long-Range Transportation Plan.

The Future Land Use Plan shall identify generalized land use categories and associated densities. The plan will primarily be utilized to allocate future population (households) and employment related to development of the transportation network. The City intends on utilizing the Future Land Use Plan to help guide current and future development proposals to ensure an efficient transportation system within the project study area. The Future Land Use Plan should identify future land use needs to the 2045 horizon along with immediate smart growth areas for where the City should focus to ensure efficient infrastructure planning. The development of the Future Land Use Plan should consider a land use pattern which minimizes adverse safety and operational impacts to the local and statewide transportation system. The Future Land Use Plan should also include the following policy recommendations:

- Zoning Ordinance Updates
 - o Recommendations to the Zoning Ordinance shall contribute to an efficient and safe transportation system. Recommendations shall also be provided to clean up the City's Zoning Ordinance and ensure consistency throughout the ordinance. The Ordinance shall also be reviewed to ensure cost effectiveness for future developers to develop in the City.
 - o The City's Parking and Landscaping Ordinance shall also be reviewed, and updated recommendations provided. Recommendations for the Parking Ordinance shall be provided to ensure parking in the "urban core" aligns with the Governor's Main Street Initiative and is not excessive and wasteful.
 - o Other areas of the City's Ordinance that shall be reviewed as part of this project include:
 - Chapter VI, Article 5 Alcoholic Beverages, Licenses for the Sale thereof Regulations and Penalties
 - Chapter V, Article 2 Excavation and Grading Ordinance
 - Chapter II Public Places and Property
- Future Land Use Plan Updates
 - o Provide recommendations on updating the Future Land Use Plan to ensure the City is following North Dakota Century Code. The Future Land Use Plan shall assist in the development of the Long-Range Transportation Plan.
- Expanding the ETA
 - o Provide recommendations on benefits and drawbacks of expanding the City's existing ETA Boundary.

The Future Land Use Plan shall align and incorporate the City's 2020 – 2024 Community Sustainability Plan and the Governor's Main Street Initiative.

PUBLIC INVOLVEMENT

The City has conducted extensive public involvement and participation efforts to prepare the 2020 – 2024 Community Sustainability Plan and the 2040 Infrastructure Master Plan. The public input from those two plans shall be incorporated into the two plans, as applicable.

Public participation will be consistent with relevant NDDOT public participation requirements including but not limited to the NDDOT Design Manual and Title VI and nondiscrimination program. Additionally, North Dakota Century Code requirements will need to be followed so the plans may be adopted by the local jurisdictions as Master Plans. A public involvement plan shall be negotiated as part of the Contract.

PROJECT MILESTONES

1. Consultant Approval:	January 2023
2. Contract Approval:	February 2023
3. Draft Plans:	October 2023
4. NDDOT Management Presentation:	November 2023
5. City Commission Meeting Presentation:	December 2023
6. Final Plans:	January 2024
7. Final Acceptance:	February 2024

EVALUATION AND SELECTION PROCESS

Engineering firms interested in performing the work shall submit five (5) printed copies and one (1) electronic copy of their proposal to:

Watford City Public Works Superintendent
PO Box 494
Watford City, ND 58854
Watford City Long Range Transportation and Future Land Use Plan
701-444-2533; jusmith@nd.gov

The proposal pages shall be numbered and must be limited to five (5) pages (8.5" x 11") in length. Proposals that exceed the 5-page length requirement will not be considered. The cover letter and appendices will not be counted as part of the five pages and shall be signed by an authorized officer who can sign contracts for the firm. Watford City will only consider proposals received prior to 12:00 PM CT, October 28, 2022. Late proposals will be deemed unresponsive.

The firm's proposal shall include an appendix. The appendix shall include the following in order:

- **Appendix A:** A schedule for the project. If accepted the schedule will be included as part of the contract.
- **Appendix B:** A staffing plan identifying the key project personnel (including titles, education, certifications, and work experience) and their respective roles and responsibilities for the project.
- **Appendix C:** Project Specific QA/QC Plan including check lists, persons, responsibilities, proposed submittals and reviews, and Owner response times. The QA/QC Plan will be reviewed and, if accepted, become part of the project after the contract has been signed.
- **Appendix D:** Sub-consultants and associated activities to be completed by the sub-consultants. Attach proposed sublet form SFN 60232 for each sub at the end of this section.

Each proposal will be evaluated by a selection committee. The NDDOT and City reserves the right to limit the interviews to a minimum of three firms whose proposals most clearly meet the RFP requirements. Firms not selected to be interviewed will be notified in writing. Selection will be based on 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 agency
- 30% viii. Project understanding, issues, and approach

Maximum total weight is 100%.

Fees shall be negotiated with the successful firm. If the fee cannot be agreed upon, the NDDOT and 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 NDDOT and City reserves the right to reject any and/or all proposals and to not award contracts for any and/or all projects.

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 the City 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 '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 City and NDDOT. See NDDOT web site for form SFN 60233 (<http://www.dot.nd.gov/dotnet/forms/forms.aspx>). If the Prime consultant has a DBE as a sub-consultant then they will also be required to submit SFN 61412-DBE Consultant-Commercially Useful Function (CUF) (<https://www.dot.nd.gov/forms/sfn61412.pdf>).

CIVIL RIGHTS

The City and North Dakota Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

Title VI/Nondiscrimination 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 Title VI/Nondiscrimination and ADA Program at:

<https://www.dot.nd.gov/divisions/civilrights/docs/titlevi/Title-VI-Nondiscrimination-ADA-Program-Implementation-Plan.pdf>.

The two paragraphs above apply to every consultant on the project, including every tier of sub consultant. It is the consultant's, or sub consultant's responsibility to include the two above paragraphs in every subcontract.

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 will be incorporated into the agreement between the City, NDDOT and the consultant. Firms must be able to provide a proper Certificate of Insurance within 15 days of notification of Selection.

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 RFPs via email.

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$375,000 per person** and **\$1,000,000 per occurrence**. The minimum limits of liability required of the State are **\$375,000 per person** and **\$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

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

Subcontractor 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; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$375,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that 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. Subcontractor'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 Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. 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 Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.