

REQUEST FOR PROPOSAL

March 15, 2023

**TO PERFORM
CONSTRUCTION ENGINEERING,
SURVEY, MATERIAL TESTING & INSPECTION
FOR**

SU-6-986(136)

**Urban Signal Rehab
(Citywide)**

CITY PROJECT #8359

**PROPOSALS MUST BE DELIVERED TO
CHRISTIAN DANIELSON,
CITY OF GRAND FORKS ENGINEERING
BY 4:00PM APRIL 6, 2023**

**REQUEST FOR PROPOSAL
CONSTRUCTION ENGINEERING
SURVEY, MATERIAL TESTING & INSPECTION**

The City of Grand Forks intends to execute one cost plus fixed fee contract requiring monthly billings with the chosen firm to complete the project. The City reserves the right to have the firm selected perform any additional work not currently assigned. Project work items may be added or removed from the contract by work authorization or supplementary agreement.

INTRODUCTION

The City of Grand Forks will engage the services of qualified engineering firms to perform construction engineering work such as surveying, sampling and testing of materials, inspection and measuring and computing pay quantities. Firms submitting proposals must be qualified to perform the construction engineering activities identified above and/or required by NDDOT for Federally funded construction projects. Project work items may be added or removed from the contract by work authorization or supplementary agreement.

Interviews will tentatively be conducted 7 days from the due date of this proposal.

ADMINISTRATION & INSPECTION

The selected firms will be responsible for all construction inspection, material Testing and survey to assure the contractor's work is performed according to the governing specifications, plans, and special provisions including the provisions of the Department's 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 firms shall provide a Registered Engineer to directly supervise all Construction Engineering projects as required by Title 28 of the North Dakota Administrative Code. The selected firms will prepare the required engineering and administrative documents and records as required by the Department. The selected firms 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 but not limited to:

- performing construction surveys (i.e. excavation limits, centerline points, pier and abutment elevations, deck risers, etc.)
- staking construction control lines and grades
- 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
- performing minor adjustment to the grade lines to accommodate changes made by field personnel
- installing survey monuments and record survey points as required by Standard Drawing D-720-

1 and the North Dakota Century Code Chapter 47-20.1

- staking locations of R/W pins and markers
- verifying and adjusting grades at existing tie in-points
- preparing final as built plans.

The firm selected will be required to designate a survey crew contact person who shall keep in daily contact with the Project Engineer's representative and the Contractor. A diary of work requested, work completed, comments, daily weather, daily work hours, and survey personnel on the project that day shall be made and submitted to the Project Engineer on the first working day of the next week. The Consultant's designated contact person shall work directly with the City representative. Any questions or concerns regarding the survey or project plans will be brought to the attention of the City representative. The Consultant's designated contact person shall answer all questions the Contractor or City may have concerning the construction surveying.

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 the 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, plan notes, special provisions, and the NDDOT Materials Sampling and Testing Manual. Where the Department'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.

The firm selected will be required to designate a contact person who shall keep in daily contact with the Project Engineer's representative and the Contractor. A diary of work requested, work completed, comments, daily weather, daily work hours, and testing personnel on the project that day shall be made and submitted to the Project Engineer on the first working day of the next week. The Consultant's designated contact person shall work directly with the City representative. Any questions or concerns regarding materials sampling and testing will be brought to the attention of the City representative. The Consultant's designated contact person shall answer all questions the Contractor or City may have concerning materials testing.

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 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 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>

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 must be onsite daily during the contractors core working hours. 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 the 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. All project information will be **generated** in the following formats and standards:

- MS Word and MS Excel
- MicroStation SS4 (8.11.09.832)(V8i) or Autodesk Civil3D 2020
- Geopak SS4 (8.11.09.903)(V8i)
- Microsoft "Project"
- NDDOT CADD Manual
- NDDOT Consultant Services Manual Chapter 19
- NDDOT Procedure for Creating Right of Way Plats Manual Chapter 20
- NDDOT CADD Editing Manual Chapter 21
- NDDOT Data Collection Codes and Procedures
- NDDOT Drafting Standards
- NDDOT Design Manual Plan Preparation Guide Website

CIVIL RIGHTS

The City, 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 1 sub consultant's responsibility to include the two above paragraphs in every subcontract.

EVALUATION AND SELECTION PROCESS

Engineering firms interested in performing the work must submit an electronic copy of their proposal in PDF format. The proposal must be submitted prior to the date and time listed on the cover of this RFP to be considered. Any late proposals will not be considered.

Proposals shall be submitted to:

Christian Danielson
City of Grand Forks Engineering Department
255 N 4th St.
P.O. Box 5200
Grand Forks ND, 58206-5200 cdanielson@grandforksgov.com

- Each proposal shall contain a cover letter signed by an authorized officer who can sign contracts for the firm. The pages of the cover letter will not be counted as a part of the pages. Also include the individuals email address below each signature on the cover letter.
- The proposal pages shall be numbered and must be limited to 5 pages in length. Proposals that exceed the page length requirement will not be considered. This section should contain your approach and project specific plan.
- The consultant's proposal shall include an appendix. The appendix may include updated Federal form 330 if you do not have one on file with CAS. The pages in the appendix will not be counted as a part of the pages. The appendix shall include the following in this order:
 - **Appendix A**
 - A staffing plan identifying the key project personnel (including titles, education, certifications and work experience) and the respective roles and responsibilities for the project.

Appendix B

- A General QC/QA Plan which covers the firm’s process for ensuring checks and reviews are being conducted to ensure quality and standards are being met.

Appendix C

- Sub-consultants and associated activities to be completed by the sub-consultants. Attach sublet forms for each sub at the end of this section.

Each proposal will be evaluated by a selection committee consisting of City and NDDOT engineering staff members, and/or representatives. The 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 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
- 20% vi. Related experience on similar projects and the key personnel involved
- 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.

RIGHT OF REJECTION

The City reserves the right to reject any or all proposals.

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 the City, NDDOT, and the consultant

AUDIT

Consulting firms proposing to do work for the City and 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 the City and NDDOT projects until the requirement is met. Firms that have submitted all the necessary information to the City and 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 the City and NDDOT may offer a Safe Harbor Rate of 110% to firms that do not have a compliant rate.

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. 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. 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 (as outlined above). 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.

Professional shall ensure that any Subcontractor providing professional services under the Contract is covered by professional liability insurance as outlined above.

RM Consulted 2013
Revised 11-19

