

Request for Proposal
to Perform
Valley City Subarea Transportation Plan – Amendment to the 2045
Transportation Plan

North Dakota Department of Transportation *SPR-P043-(009), PCN 24095*

City of Valley City

Proposals must be delivered to:
Gwen Crawford, City Administrator

gscrawford@vallecity.us

By

Noon Central Time (Monday, May 20, 2024)

Electronic Submittals Only Please

Project Background and Intent

The City of Valley City is seeking a planning consultant to assist in an amendment to its 2045 Transportation Plan to account for a detailed subarea plan covering a growth area south of I-94 between exits 292 and 294. Development trends in this area require an update of the projected conditions assumed with the 2045 Transportation Plan which was completed in 2019. The outcome will result in a subarea plan to be amended into the current 2045 Transportation Plan.



Expectations of the Consultant / Anticipated Work Program

Project Milestones:

- | | |
|-------------------------|----------------|
| 1. Consultant Approval: | July 2024 |
| 2. Contract Approval: | September 2024 |
| 3. Draft Plans: | July 2025 |
| 4. Final Plans: | September 2025 |
| 5. Final Acceptance: | October 2025 |

Task 1 – Project Management

Consultant will be expected to establish recurring progress meetings with an identified project management team (PMT) from the City and NDDOT. These meetings should be no less than monthly throughout the life of the project.

Consultant will be responsible for monthly invoicing, milestone reporting and progress reports on the project.

Consultant should work in cooperation with the City and NDDOT on the development of a Study Review Committee (SRC) to provide inputs and guidance on the planning process, review deliverables, and serve as a general sounding board for the planning process. The SRC should consider the addition of external partners to ensure input from outside the City and NDDOT.

Task 2 – Public / Community Engagement

The planning process will require a Public Engagement Plan to be developed that covers a proposed approach and methods for engaging and communicating with the public and key stakeholders. This should account for meetings and hearings required to support development of a draft and final plan. Consultants are encouraged to outline their approach to public / community engagement in their response to this RFP.

Task 3- Existing Conditions & Constraints

The consultant will be expected to document existing conditions within the project study area, which will include a review of data from the current Valley City 2045 Transportation Plan. New data should be collected to account for changes within the study area since completion of the current Transportation Plan. Based on a review of the project study area, the consultant should be prepared to outline a detailed constraints analysis for the study area. Consultants are encouraged to outline their understanding and approach to existing conditions and constraints in their response to this RFP.

Task 4 – Projected Conditions

The consultant should prepare a work plan aimed at demonstrating no less than a 20-year growth projection for the study area. This effort should build upon the framework developed in the Valley City 2045 Transportation Plan, including the Travel Demand Model, but be updated to reflect changing conditions since the adoption of the 2045 Transportation Plan in 2019. Consultants are encouraged to propose a transportation forecasting methodology and approach they feel best fits with the project study area.

Task 5 – Subarea Transportation Planning Document

The consultant work should result in the development of an updated set of assumptions for future land use in the study area. The work product is not intended to be a formal future land use plan by ordinance but should be thorough enough to support the development of transportation related growth forecast for the proposed study area.

The consultant work should result in the development of an updated future roadway network for the study area that is based on an approved 20-year growth forecast and projected transportation demands. An implementation plan should be developed that considers project feasibility, costs, and phasing for needed transportation and related infrastructure improvements within the study area.

Submittal Requirements

- 1) Cover Letter
- 2) Project Approach and proposed work program along with a proposed timeline with major deliverables of the planning process
- 3) Identification of Project Manager, organization chart and resumes for assigned staff (SF 330 forms are not required with this submittal for firms already pre-qualified with NDDOT).
- 4) Project profiles of similar work and references to attest to completed studies similar in nature.
- 5) Listing of any subconsultants or subcontractors utilized for the project.

Proposal shall be limited to five (5) pages. Resumes and project profiles can be included in an appendix (no page limit).

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% i. Willingness to meet time and budget requirements
- 10% ii. Location
- 10% i. Recent, current, and projected workloads of the persons and/or firms
- 10% ii. Related experience on similar projects
- 10% i. Recent and current work for the agency
- 30% ii. Project understanding, issues and approach

Maximum total weight is 100%.

Upon completion of the evaluation process, the firms will be ranked in order of qualifications.

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

Subconsultants that have been contacted and agree to be listed on the Prime Consultants Project Proposal for work with the NDDOT must submit original form and one copy to be attached to the prime consultant's proposal. This form is used for informational purposes only. See the NDDOT website for form SFN 60232.

NDDOT - Forms

Prime Consultant Request to Sublet

The successful consultant will be required to include the attached 'Prime Consultant Request to Sublet' form for each subconsultant listed on the contract prior to execution of the contract. The form assures that the contract between the Prime consultant and all subconsultants contains all the pertinent provisions and requirements of the prime contract with the NDDOT. See the NDDOT website for form SFN 60233.

If the prime consultant has a DBE as a subconsultant then they will also be required to submit SFN 61412-DBE Consultant-Commercially Useful Function (CUF).

NDDOT - Forms

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, subrecipient, or subconsultant 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 <https://www.dot.nd.gov/about-nddot/civil-rights>**

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/about-nddot/civil-rights>**.

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

Disclosure of proposal

At the conclusion of the selection process, the contents of the short-listed 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. Consultants must be able to provide a proper Certificate of Insurance within 15 days of notification of Selection.

Audit

Consultants proposing to do work for the NDDOT must have a current audit rate no older than 12 months from the close of the consultant's Fiscal Year. Consultants that do not meet this requirement will not qualify to propose or contract for NDDOT projects until the requirement is met. Consultants 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 consultant that is incomplete will not qualify. Out of state consultants 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 consultants that do not have a compliant rate.

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 **\$406,250 per person and \$1,625,000 per occurrence**. The minimum limits of liability required of the State are **\$406,250 per person and \$1,625,000 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 \$500,000 per person and \$2,000,000 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.

RM Consulted 2007
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