



**ENGINEERING &
COMMUNITY DEVELOPMENT**

REQUEST FOR PROPOSAL

to Perform

**City of Dickinson Transportation Master
Plan and Comprehensive Plan**

North Dakota Department of Transportation SPR-P038(003) (PCN 22244)

City of Dickinson Transportation Master Plan and Comprehensive Plan

Project #202311

PROPOSALS MUST BE DELIVERED TO:

*Joshua Skluzacek, Engineering and Community Development Director &
Sylvia Miller, Engineering and Community Development Executive Assistant*

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BY

NOON MOUNTAIN TIME JUNE 2, 2023

(ELECTRONIC SUBMITTALS ONLY PLEASE)



Project Description

The City of Dickinson is requesting proposals from qualified Engineering and Planning Consulting firms to provide updates to its Transportation Master Plan and Comprehensive Plan as adopted in 2013. The City of Dickinson Transportation Master Plan and Comprehensive Plans were developed and adopted by the City in March 2013. The applicant's proposal for professional services contract shall include a project schedule with milestones. The update of the Master Transportation Plan will be funded primarily by a combination of Federal Funds from the Local Transportation Planning Program through the North Dakota Department of Transportation (NDDOT) in accordance to 23 CFR Part 420, Subpart A – Administration of FHWA Planning and Research Funds. The update of the Comprehensive Plan will be funded by the City of Dickinson. Due to the NDDOT requirements, the NDDOT, the City of Dickinson and the selected Engineering and Planning Consulting firm will enter into a three-way contract. Although this is intended to be a single document deliverable, the scope of work shall be separated between the two topics so the invoices can be easily allocated.

The successful firm will be able to complete the Master Transportation Plan Update and Comprehensive Plan Update following accepted planning practices and will evaluate and recommend changes to the City's existing development practices and regulations. The update will follow these principles:

- The Master Transportation Plan and Comprehensive Plan Updates will focus on relevant, real community issues;*
- The Master Transportation Plan and Comprehensive Plan will be organized in a way that local officials and residents think;*
- Recommendations shall be practical and workable; and*
- The community as well as elected officials shall be actively involved in the Master Transportation Plan and Comprehensive Plan Update. All applicants meeting the submittal deadline will receive consideration. Selection will be based on the selection criteria contained in this request document. No less than three of the most qualified candidates will be interviewed with City and NDDOT officials.*

Progress reports for the project shall be submitted to the City and NDDOT at a minimum of bi-weekly to include at least the following information:

- what was completed in the previous period;*
- what is anticipated to be completed in the next period;*

- *issues or concerns for the City of Dickinson;*
- *deliverables/milestones achieved during the previous period; and*
- *the estimated accrual for the previous period.*

Progress meetings for the project shall be scheduled at a minimum of every other month to include specific topics of question or concern.

The City anticipates that the selection process will be completed by Friday June 16, 2023. Any negotiation, if required, with the selected consultant will commence upon notice that the selection process is completed. The City will not guarantee a set amount of work or contract value for these services. The project is expected to be completed, with final document deliverable(s) to the City, by Friday October 27, 2024. Any proposal not complying with all requirements stated in the RFP may be rejected.

The City of Dickinson, in collaboration with the NDDOT, will host a Microsoft Teams conference call to answer questions about this RFP. This conference call is scheduled for 9:00 am Mountain Time on Thursday May 25, 2023. Please notify Sylvia Miller no later than 8:00 am Mountain Time on Friday May 19, 2023 if you'd like to attend the conference call.

Expectations of Consultant

Throughout the process the selected consultant will be expected to utilize their experience and drive the process. To achieve this goal, and utilize the experience of the selected consultant, the City will require the expectations outlined below be met and identified within the consultant's proposal.

1. *Initiate meeting with City staff to review a project timeline, schedule meetings, and begin the process of data acquisition.*
2. *Review all existing transportation master plan and comprehensive plan's goals, objectives and policies and make recommendations for revised goals, objectives and policies based upon the updated text, tables, and related technical and support data/documents. Review the existing plans, maps, documents, data and other materials relevant to the project. The City will provide all available existing documentation to the consultant. The consultant will study and consolidate applicable materials into the documents. There are many documents available related to the progress of projects identified in the existing Transportation Master*

Plan and Comprehensive Plan, ordinance updates, and other recommended improvements by the City.

3. *Vision, Goals, and Public Involvement*
 - *Define the public participation and input, and possible joint Planning and Zoning and City Commission meetings you plan to host to define the vision and goals.*
4. *Existing Conditions and Safety. In addition to updating the text, maps and data included in the 2013 document, an inventory map of existing shared use trails in Dickinson shall be included. The consultant shall utilize the existing traffic count information found on the NDDOT GIS site before determining to complete additional traffic counts.*
5. *Future Conditions. Among the topics to be addressed as part of the Future Conditions update are the following:*
 - *Evaluation of the width requirements for Typical Urban Roadway Sections including Right-of-Way widths;*
 - *Development of a Proposed 2045 Functional Classification of Streets within the Master Plan Study Area;*
 - *Alignment of the future functional classifications of roads, level of service, and transportation study area with the Urban Service Boundary in the Comprehensive Plan;*
 - *Consideration of anticipated travel impacts after the Theodore Roosevelt Presidential Library in Medora, North Dakota is opened;*
 - *Refer to the list of projects below that have been completed which were identified in Tables 5-1 through 5-3 of the Transportation Master Plan*
6. *Transportation Development Guidelines and Policies*
7. *Issues and Capital Improvement Plans*
 - *Future shared use trails in Dickinson is to be only associate with the future roadway improvements. No trails master plan or phasing plan is to be included in this scope of work.*
 - *No recommendations related to the pavement performance curve is requested.*
 - *The following chapters of the Comprehensive Plan in this order of priority;*
 - *Chapter 4-Land Use;*
 - *Chapter 6-Infrastructure;*
 - *Chapter 8-Housing;*
 - *Chapter 12-Capital Improvements;*
8. *Plan and implement an extensive stakeholder and public outreach process using a range of methods to inform and involve stakeholders, citizen organizations and*

the general public. Address the public hearing process and meetings with City staff, citizen groups, applicable advisory committees, local units of government, etc.

- 9. Update plan goals, objectives and implementation strategies based on technical data and public input.*
- 10. Identify priority infrastructure projects and needs with a ranking of priority based on the master plan findings.*
- 11. Incorporate the City of Dickinson Storm Water Master Plan completed in 2016 by HDR into this plan.*
- 12. Draft materials for review and comment by the City in accordance with a schedule developed at the beginning of the planning process.*
- 13. Confirm the final Plan conforms to the North Dakota Century Code.*
- 14. Incorporate practical aspects of the existing West Dickinson and East Dickinson plans into this plan.*
- 15. The City of Dickinson will be creating a Development Master Plan for the City of Dickinson owned property; Northwest ¼ of Section 16, Township 139 North, Range 96, Stark County, North Dakota. Incorporating the transportation, sanitary sewer, and water main demands into the overall master plan will be required.*
- 16. The consultant will collaborate and are encouraged to provide cohesion where possible with the Stark County Comprehensive Plan update which a consultant was recently selected.*
- 17. Analyze consistency of current City ordinances, policies and practices in relationship to the Plan goals and objectives.*
- 18. Prepare draft documents for public review and comment, and present to the Planning and Zoning Commission and the City Commission. The plan should be presented in a format and language that is user-friendly and easily understood by the general public.*
- 19. Prepare final draft documents and present at all associated meetings and public hearings for adoption of the plan update.*
- 20. Occasionally in-person, to update City staff on project status, discuss issues and review drafts. Periodic written status update presentations may also be required to the Planning and Zoning Commission and the City Commission.*

Submittal Requirements

Please provide the following information in the order listed:

- 1) A cover letter that states your interest in the project and is signed by a member of the firm with contract signing authority.*
- 2) Include your firm's approach to addressing the identified tasks, your understanding of the projects' scope, and key issues. Briefly discuss similar projects the members on your team have completed recently. This listing should be limited to the two most applicable projects.*
- 3) The office location, of the key team members, who will be working on the project with their SF330 resume(s).*
- 4) A disclosure of all work for other clients that may be affected, positively or negatively, by work on the proposed contract. Potential conflicts of interest must be disclosed.*
- 5) Identify the firm's project manager, who will serve as the primary point of contact for your firm.*
- 6) A project schedule, outlining the timeline, milestones, and estimated completion date of each major task identified in your scope of work. This should include a schedule with a description of all deliverable products throughout the period.*
- 7) A list of any sub-consultants or sub-contractors utilized for the project. Please include their scope of work.*

*On the cover page of the proposal, please include title of the RFP "**City of Dickinson Transportation Master Plan and Comprehensive Plan**", the name of the project included in the proposal, and the email address of the person who should receive the results of the selection.*

The proposal shall be limited to 15 pages. However, a single cover shall be utilized along with a single rate sheet which are not included in the page limit. Similar project experience can be included in an appendix, but should be kept brief and should be combined for similar project types as appropriate. Each proposal will be evaluated by a selection committee on the basis of the information shown above.



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Upon completion of the evaluation process, the firms will be ranked in order of qualifications. The City of Dickinson reserves the right to hold interviews with firms whose proposals most clearly meet the RFP requirements, but this will not be a requirement.

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



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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.



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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.

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.