



CITY OF DULUTH
REQUEST FOR PROPOSALS FOR
ENGINEERING SERVICES
OCTOBER 2018 STORM DAMAGES INCLUDING LAKEWALK AND SHORELINE

RFP NUMBER 19-99347

ISSUED MAY 13, 2019

PROPOSALS DUE THURSDAY, MAY 30, 2019 AT 4:30 PM CST

SUBMIT TO

CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802

PART I - GENERAL INFORMATION

I-1. Project Overview. The City of Duluth is seeking a professional coastal engineering design firm to provide engineering design services, including preliminary survey and design, biddable construction documents, construction survey and layout, cost estimates, design alternatives and construction administration for the rehabilitation of shoreline areas damaged during the October 2018 storm.

The October 10-11, 2018 storm hit the City of Duluth with sustained winds of 35 to 40 mph overnight. Wind gusts over sixty mph, and waves reaching 18 to 20 feet were recorded. The near-record water levels on the lake, coupled with the strong winds and storm surge, created waves that were stronger and more destructive than the previous two storms that had damaged City shoreline less than a year earlier. Significant portions of the Duluth shoreline, Lakewalk, and storm water infrastructure had been significantly damaged in two previous storms, and the October 2018 storm thoroughly devastated the Lakewalk and large areas of City owned shoreline from Park Point to the Lakewood Water Treatment Plant.

City staff conducted an initial damage assessment, including photographs of most of the affected areas; and then subsequently met with representatives from the State of Minnesota and FEMA to prepare the documentation necessary to support the Governor's request for a Federal Disaster Declaration. This declaration was made on February 1, 2019. A folder containing photos, maps and a list of known damage locations by GPS coordinates is included as Exhibit A to this RFP. The photos and maps provided are based on the city's preliminary damage assessments, studies completed by the City's consultants, and official documentation submitted to Minnesota-Homeland Security Emergency Management (HSEM) and FEMA. Additional areas of concern may be added.

Additional detail is provided in **Part IV** of this RFP.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Deadline to submit questions via email to purchasing@duluthmn.gov	May 21, 2019
Answers to questions will be posted to the City website no later than this date.	May 23, 2019
Proposals must be received in the Purchasing Office by 4:30 PM on this date.	May 30, 2019

I-3. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City

is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-4. Pre-proposal Conference. A pre-proposal conference will not be held. Questions may be submitted to purchasing@duluthmn.gov.

I-5. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-6. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

I-7. Proposals. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix B, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope. In addition, Bidders shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

I-8.Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/> .

I-9. Contract and Term. The successful proposer will be issued a professional engineering services agreement (draft attached). The term of the contract will begin once the contract is fully executed and is anticipated to end by December 31, 2020.

The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

I-10. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-11. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

PART II - PROPOSAL REQUIREMENTS

The Proposal shall include the following criteria and be structured accordingly:

1. Cover Letter
2. A restatement of the goals and objectives and the project tasks to demonstrate the Proposer's understanding of the project.
3. An outline of the Proposer's background and experience with similar projects. Experience shown should provide proof of competency in large water body coastal/shoreline engineering projects, working on FEMA-funded projects, and any experience with the City of Duluth.
4. Identify the personnel that will be conducting the project and detail their training and work experience, particularly in the projects listed to document competency

in coastal engineering. Identify a professional engineer licensed in the State of Minnesota who will oversee the project.

No change in personnel assigned to the project will be permitted without approval of the City.

5. Provide a detailed work plan identifying the tasks to be accomplished and the budget hours to be expended on each task. The work plan shall also identify the deliverables at key milestones in the project as well as any other services expected to be provided by the City.
6. Provide a minimum of three (3) references, including names, addresses and telephone numbers, for whom the Proposer has performed similar services.
7. Provide one copy of the cost proposal in a separate envelope, clearly marked on the outside with "Cost Proposal". The terms of the proposal as stated must be valid for the length of the project.

The responder must also include a "not to exceed" total project cost and any sub consultant fees, along with the following information:

- A breakdown of the hours by task for each employee.
 - Identification of anticipated direct expenses.
 - Include miscellaneous charges such as mileage and copies.
 - Identification of any assumptions made while developing the cost proposal.
 - Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
8. The technical proposal shall be limited to 20 single-sided 8 ½ x 11 pages, excluding the front and back covers, the cover letter and the cost proposal. The separate cost proposal can be an 11" X 17" sheet.

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Qualifications of the Bidder and Personnel	30%
Prior experience with similar work, including work with FEMA and the City of Duluth	40%
Work Plan and Schedule	15%
Cost	15%

PART IV – PROJECT DETAIL

The selected firm will be expected to provide professional engineering services to include the following:

STUDY, REPORT AND COASTAL ANALYSIS

- Perform an evaluation of conditions and damage due to the storms that occurred after October 2017.
- Collect new bathymetric and topography data and compare to pre-storm data, which will be made available.
- Report quantifying shoreline damages, formulate repair to pre-storm condition, and develop resilient design alternatives and evaluation with construction cost estimates and project timelines.
- Prioritize repair recommendations; identify preferred alternatives.
- Provide reports and analysis as necessary to meet FEMA and City requirements.
- Provide water level and offshore wave analysis using standard United States Army Corps of Engineers (USACE)-approved methodology for design conditions, and shoreline design.
- Analyze extreme events and determine a coastal resiliency scenario that includes consideration of wave overtopping and public safety.

DESIGN DEVELOPMENT

- Design complete shoreline and land-based features and alternatives for defined project area(s).
- Provide updated cost estimation and project timelines based on final selection of design alternatives.

FINAL DESIGN AND BIDDING PHASE

- Prepare construction plans and specifications for bidding.
- Support the bid process by attending the pre-bid meeting with contractors, preparing addenda as needed, evaluating the bids in a timely manner, and making a recommendation for contract award.

CONSTRUCTION ADMINISTRATION AND INSPECTION PHASE

- Provide 100 percent on-site construction administration.
- Provide weekly progress report and other reports as needed to support the FEMA process.

Many of the areas damaged by the October 2018 storm overlap areas damaged by the storms of October 2017 and April 2018. The successful proposer will need to coordinate efforts with the engineering firm already contracted for those repairs.

FEDERAL PROVISIONS

This project is funded in part with Federal Emergency Management funds. The City of Duluth Supplementary Provisions – State & Federal Funding attached shall apply.

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 19-99347**

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Title	

City of Duluth
Supplementary Provisions – State & Federal Funding

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 2, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the

period of excusable delay.

5. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

6. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

7. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

9. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

11. Access to Records. The following access to records requirements apply to this contract:

- a. The contractor agrees to provide The City of Duluth, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

13. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
14. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
15. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Canal Park

Exhibit A



Canal Park



DECC Sidewalk, Bayfront Observation Deck



The Ledges



Lakewood Water Treatment Plant shoreline



Western Waterfront Trail

