

REQUEST FOR PROPOSAL
City of Lanesboro
Engineering Services

INTRODUCTION:

The City of Lanesboro (“City”) is requesting proposals from engineering firms for City Engineering Services. The City expects to select an engineering firm which will serve the City on a yearly contract, commencing on September 1, 2016. Detailed information concerning the City’s needs is outlined below.

City desires to select the best qualified engineering firm through the RFP process. The ideal firm should have extensive experience in municipal engineering including, but not limited to, planning and review of infrastructure construction projects (public and private), preparation of feasibility reports, the municipal state aid process and procedures, storm water permitting and review processes and procedures, easement descriptions, use of the GIS system, ability to work collaboratively with other governmental entities, ability to communicate with the public, municipal project funding and financing, infrastructure design, construction project management, construction inspection, preparation of special assessment rolls, plat review, legal description verification, public involvement, and utility studies. The ideal firm will be a full-service professional services firm. The City Council will select the City Engineer and the City Engineer is expected to work closely with the City staff.

Proposals must be received by the Finance Director on or before **July 22, 2015** at noon local time. No proposals submitted after that date and time will be accepted. Proposers must submit six (6) copies and one (1) cd of the proposal, which becomes the property of the City upon its submission.

BACKGROUND:

The City of Lanesboro’s population is approximately 738. The City of Lanesboro has a Council of four councilors and one Mayor. The City Administrator is accountable to the City Council for implementing Council direction. Council meetings are held on the first Monday of each month. The City staff is made up of Administration, Public Works, Library, Fire, Ambulance, and Police Departments, and Water, Wastewater, and Electric utilities, with approximately 8 full-time employees.

PROPOSAL SUBMISSION:

Proposers are required to send six (6) copies and one (1) cd of the proposal to the City on or before July 22nd, 2016 at noon local time. Proposals received after the deadline will not be considered. Each proposal must be clearly identified on the outside of the envelope and shall show the name and address of the Proposer. If the proposal is sent by mail the envelope shall contain the notation **“City Engineer Proposal Enclosed”**. An official authorized to bind the Proposer must sign the proposal. By submitting a proposal, the Proposer agrees and accepts the terms and conditions of this RFP.

Proposals are to be sent to:

Michele Peterson
City Administrator/Clerk
City of Lanesboro
PO Box 333
202 Parkway Avenue South
Lanesboro, MN 55949

INSTRUCTIONS TO PROPOSERS

Any questions on the RFP must be submitted by email and must be received no later than 3:00 p.m. on July 21, 2016. An email response will be provided to all proposers to whom the City sent a copy of this RFP and other proposers who have contacted the City by that date by noon on July 22, 2016.

The proposal shall be limited to a maximum of 20 pages, printed on one side, including all supporting documentation. Additional material, other than that requested by the City of Lanesboro, will be disregarded.

The City will review the proposals and may schedule interviews for any proposer selected for an interview.

Proposers are prohibited from contacting any representative of the City Council regarding this proposal.

SCHEDULE:

Proposals Due:	July 22, 2016
Tentative Award Date	August 1, 2016
Start of work	September 1, 2016

PROPOSAL EVALUATION AND SELECTION CRITERIA:

The City Council shall evaluate the proposals based on the following criteria:

- a. Experience in providing City Engineer services to other cities
- b. Experience and availability of staff assigned to serve the City
- c. Best Value to the City
- d. References

The City may select a proposer for an interview. Any firm so selected will give a presentation summarizing its qualifications and its approach to the position of City Engineer. The presentation may be followed by a question-and-answer period.

The City will consider the proposals and may select the Proposer(s) who will enter into discussions/negotiations with the City based on the proposal that meets the best interests of the City.

The City reserves the right to determine with whom it will proceed further in negotiations, in whole or in part, based on which proposal is in the best interests of the City. The City also reserves the right to reject proposals, in whole or in part, that do not comply with the provisions of this RFP. The fee for services, although a factor, may not be the determinative factor.

The Proposer must also provide a completed Tennessee warning in the form attached hereto as Exhibit A, along with its proposal.

SCOPE OF WORK

The City of Lanesboro is searching for a firm that will provide professional services for engineering. The general work elements are outlined below:

A. General Engineering Services

- Assists in planning, coordinating, supervising and evaluating programs, plans, services, equipment, infrastructure, assist with funding solutions.
- Manage infrastructure issues for the City through proactive planning and monitoring.
- Assists with short and long term plans for design and constructing public works improvements, including streets, water, sanitary, storm sewer, parks, and buildings.
- Reviews land use applications and construction plans for private developments for consistency with current development best practices, engineering specifications, city policies and relevant laws, rules and regulations. Responsible for ensuring City Council actions are implemented according to approved specifications
- Updates City street and utility maps and records on GIS programs.
- Obtains proper approval and documentation from local, state, and federal authorities prior to implementing projects.

- Provides engineering services on projects and oversees project management for constructing municipal public works projects.
- Assists in planning, layout and design of City parks, trails and other recreational amenities as requested.
- Provides professional engineering services in connection with the administration of the state and local storm water laws, rules, ordinances and regulations
- Administers, manages and provides planning services with respect to the City's involvement in the Minnesota State Aid street program
- Provides legal descriptions for easements and other rights in land as needed from time to time by the City
- Performs such other services as the City may from time to time request

B. Design and Bidding Services

- Prepare plans and specifications for all public works projects as requested with the input of City staff. Present plans and specifications to the City Council for approval.
- Consults with state and federal agencies having jurisdictional authority over the project as warranted.
- Prepare and send Advertisements for Bids to the legal newspaper and the Construction Bulletin for solicitation of bids.
- Reproduce Contract Documents for bidding purposes.
- Review the bids and prepare bid tabulation.
- Evaluate bids, assist staff in preparing a recommendation to the City Council and assemble and award contracts.

C. Project Management/Construction Services

- Convene a pre-construction conference with staff, contractor, utility company representatives, etc.
- Provide construction observation during construction.
- Prepare and maintain necessary documentation, including photographs and/or video if warranted, and a log of the contractor's progress.
- Convene regular construction progress meetings, as required.
- Prepare, review and submit for payment all construction invoices.
- Prepare, review and recommend action for proposed change orders.
- Review and recommend final acceptance by the City. Assist the City in ensuring that contractors have been paid and lien waivers have been acquired.
- Provide as-built drawings upon conclusion of projects to the City.

D. Prepare Engineering Reports and Technical Correspondence

- Determine the need for preliminary studies, review all preliminary studies for compliance with ordinances, comprehensive plans, engineering standards and financial guidelines including:
 - Feasibility reports
 - Prepare preliminary (and final) assessment rolls.
 - Plat review
 - Utility studies
 - Surface water system analysis and design

- Prepare comments regarding reports, plans and studies of other agencies
- Presents feasibility studies at public meetings.
- The engineer shall assure a comprehensive set of the following records:
 - Permits and applications
 - Contract documents
 - Addenda
 - Copies of referenced standard specification
 - Project schedules
 - Shop drawings and submittals
 - Applicable correspondence
 - Records of pertinent telephone conversations
 - File memoranda, directives and change orders
 - Requests and recommendations for payment
 - Project budget and cost information
 - Diaries and logs
 - Records of noncompliance
 - Field test results
 - Materials testing reports
 - Record drawings
 - Project photographs
 - Project studies and reports
 - Project progress and meeting minutes
 - Other information as necessary or required

E. Participates in city meetings, including:

- Internal and external meetings with City or other engineering firms involving engineering questions and issues.
- Meets with developers and members of the public on proposed development projects in order to relate the processes and procedures involved with engineering and infrastructure development. Reviews development proposals for conformance with City Standards.
- City Council meetings and other City meetings as requested.

PROPOSAL CONTENT:

Your submission must include the following:

1. Title Page

Show the proposal subject, the name of the proposer's firm, address, name of the primary contact person, telephone number, e-mail address and the date.

2. Proposing Firm Overview

2.1 Background information concerning the firm, including the number of years in business under this name and the number and breakdown of personnel in the proposing office(s).

- 2.2 List of other services offered by your firm that may benefit the City.
- 2.3 Organizational chart of Proposer if any

3. Identification and Qualification of Assigned Personnel

- 3.1 Designated person who would be assigned as the Lanesboro City Engineer. The name of the person who will be responsible for the management and administration of engineering services with the City together with a resume describing that person's experience and qualifications.
- 3.2 The name and resumes of the professional staff that will be assigned to providing engineering services to the City.
- 3.3 An organization chart identifying team members and their areas of responsibility.
- 3.4 Explain the advantages the engineer will bring to the City of Lanesboro.
- 3.5 A statement committing the aforementioned staff to providing services as the City Engineer

4. Related Experience

- 4.1 The firm's experience in performing similar work.
- 4.2 List of communities the designated engineer serves and that person's role with those communities, along with the number of years in service to those communities.

5. Proposer's Detailed Approach to the Scope of Services

- 5.1 The proposal shall address in detailed fashion the approach of the firm (or combination of firms) to the Scope of Services.

6. Basis for Compensation

- 6.1 The proposal shall include project fee percentage and a fee schedule which includes the hourly rates of the positions that will be engaged in the work. It is not the intent of the City to select a firm solely on the basis of compensation, but to negotiate with the successful proposer.

7. List of References and Potential Conflicts

- 7.1 A minimum of three references for public clients shall be provided, preferably for comparable city engineering services performed within the past five years.
- 7.2 Potential conflicts of interest must be disclosed. (City official, employee, developer, contractor, surrounding communities, projects)

8. Disclosures and Assurances

- 8.1 Applicant Authority – Assurance that the signatory making representations in the proposal on behalf of the proposer has the authority to do so.
- 8.2 Insurance Coverage – Documentation of current insurance coverage and limits, including professional liability insurance shall be provided with the proposal.

9. Funding for Municipal Projects

- 9.1 Describe your Firm's ability to access Local, State, and Federal funding for municipal projects.

9.2 Describe your Firm's success with the application and receipt of funding for municipal projects.

9.3 Describe any experience/success your company has had in obtaining nontraditional funding for projects such as through the State Bonding Bill and "ear-mark" funding from the Federal Government.

10. Insurance Requirements

Insurance requirements or Errors and Omissions: (as included per attached)

MISCELLANEOUS PROVISIONS:

Rejection Rights:

The City reserves the right to reject all proposals, to select more than one Proposer to give presentations to the City if so desired by the City, or to select one and enter into further negotiations with that party. The criteria set forth in this Request for Proposal shall be utilized in selecting a Proposer to provide planning services.

Formal Agreement:

The City will require a formal agreement to effectuate any Proposal. The agreement will include, but is not limited to, the following: the time within which the services will be performed; the Proposer's and City's responsibilities and the compensation.

Cost of Response Preparation:

Submitting a proposal shall create no relationship or duty on the part of the City. There is no expressed or implied obligation for the City to reimburse Proposer for any expenses incurred in preparing proposals in response to this RFP.

Independent Contractor:

The relationship between the City and Engineer will be that of independent contractor.

Limitations on Work within the City

The successful proposer will be prohibited from performing services for other clients within L a n e s b o r o if the City Engineer would be required to review the work performed for the other client without the prior approval of the City, which must be provided by an action of the City Council.

Minnesota Government Data Practices Act:

Proposer acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.

Proposer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by Proposer in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Proposer and City.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Proposer receives a request to release the data referred to in this Section, Proposer must immediately notify City and consult with City as to how Proposer should respond to the request. Proposer's response shall comply with applicable law, including that the response is timely and, if Proposer denies access to the data, that Proposer's response references the statutory basis upon which Proposer relied. Proposer does not have a duty to provide public data to the public if the public data is available from City.

Minnesota Laws Apply:

The Proposer agrees that this document and the discussions/negotiations shall be governed by the laws of the State of Minnesota

The Proposer agrees to at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, and local government which may in any manner affect the preparation of proposals or the performance of any agreement(s).

Assignments:

The firm shall not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the City of Lanesboro.

Contacts:

Contact the following with any questions pertaining to this proposal by 3:00pm July 21, 2016. All questions must be submitted in writing (e-mail submission of questions is acceptable). All questions and any answers will be provided by an addendum in writing and posted on the City of Lanesboro web site by July 22, 2016.

Michele Peterson
City Administrator/Clerk
City of Lanesboro
202 Parkway Avenue South, PO Box 333
Lanesboro, MN 55949
507-467-3547
lanesboro@acegroup.cc

EXHIBIT A

TENNESSEN WARNING
Data Practices Advisory

The information that you are asked to provide is classified by state law as either public, private or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider your proposal in response to a Request for Proposal.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your proposal may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows: _____

_____.

The undersigned has read this advisory and understands it.

Dated this day of _____, 20 .

Print Name

Signature and Title (if signing on behalf of an entity)

EXHIBIT B
Standard Municipal/Government Entity
Consultant Agreement Insurance Requirements

1. Standard of Performance and Insurance; Indemnity. All services to be performed by Consultant hereunder shall be performed in a skilled, professional and non-negligent manner. Consultant shall obtain and maintain at his/her/its cost and expense:

1.1. Comprehensive general liability insurance that covers the consultant services performed by Consultant for Owner with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).

1.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Consultant for Owner with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).

1.3. Worker's compensation insurance covering Consultant (if an individual) all of Consultant's employees with coverages and limits of coverage required by law.

1.4. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.

Consultant shall indemnify and hold harmless Owner from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Consultant certifies that Consultant is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Consultant (if an individual) nor Consultant's employees and agents will be considered Owner employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Consultant and any claims made by any third party as a consequence of any act or omission on the part of Consultant or any employee of Consultant are in no way Owner's obligation or responsibility. By signing this Agreement, Consultant certifies that Consultant is in compliance with these laws and regulations.

Consultant shall deliver to Owner, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect. Owner shall be named as additional insured under such Consultant's comprehensive general liability policy. The insurer will provide at least thirty (30) days prior written notice to Owner, without fail, of any cancellation, non-renewal, or modification of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer

will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the Consultant's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Consultant shall provide Owner with appropriate endorsements to Consultant's comprehensive general liability policy reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing such insurance policy to Consultant.

The Consultant shall require any subcontractor permitted by Owner to perform work for Consultant on the Project to have in full force and effect the insurance coverage required of the Consultant under this Agreement before any subcontractor(s) begin(s) work on the Project. Consultant shall require any such subcontractor to provide to Consultant a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Consultant and Owner shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to Owner and Consultant, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to Owner, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Owner shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of Owner as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided Owner by the insurance company providing subcontractor's comprehensive general liability policy.