CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

DESIGN SERVICES FOR PERCH LAKE LANDING

RFP NUMBER 24-99693

ISSUED SEPTEMBER 17, 2024

PROPOSALS DUE OCTOBER 1, 2024

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 design firm to provide full professional Landscape Architectural and Civil Engineering design services for Perch Lake Landing. Perch Lake Landing is located at 12100 Hwy 23, Duluth, MN 55808. The scope of this project includes topographic survey of existing conditions, wetland delineation, and site design for future landing improvements that will include a reconstructed parking lot, trail connections, accessible paddle launch/dock abutments, recreational site amenities, and stormwater management.

This project is funded under the Great Lakes Restoration Initiative, Environmental Protection Agency through the Minnesota Commissioner of Natural Resources. Supplemental provisions included in Appendix B shall apply.

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 (all times are central time):

Activity	Date
Pre-proposal Conference at 2:00 pm	9/24/2024
Deadline to submit Questions via email to purchasing@duluthmn.gov is 12 noon	9/26/2024
Answers to questions will be posted to the City website no later than this date.	9/27/2024
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	10/1/2024

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 Responder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract. The selected consultant must sign the City of Duluth standard Professional Engineering Services Agreement. Bidders can visit https://duluthmn.gov/purchasing/forms/ to view a sample of this agreement. Any questions concerning this agreement should be asked PRIOR to proposal submittal. These questions should be directed to purchaing@duluthmn.gov.

I-4. Pre-proposal Conference. The City will hold an OPTIONAL on-site pre-proposal conference at Perch Lake, 12100 Hwy 23, Duluth, MN 55808, as specified in the Calendar of Events. Interested Bidders are to notify purchasing@duluthmn.gov at least two hours prior to the conference with their intent to attend.

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 Responder'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 A, 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 Proposal and one (1) paper copy of the Cost Proposal. **The Cost Proposal should be in a separate sealed envelope**. In addition, Responders 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/. The successful bidder will be required to report the minority-owned and/or woman-owned status for any entity performing work under this award to assist the City in its reporting requirements to the state.

I-9. Award. The agreement award will be based on the time and materials submitted in the proposal, but will be an hourly, not-to-exceed lump-sum agreement.

I-10. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by December 1, 2024. The selected Responder

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

I-11. Payment. All compensation will be based on percentage of project completed and will not exceed the amount identified in the agreement. Weekly progress reports will be provided to the City and will include tracking of estimated percentage of overall project scope completed to date. Hourly task breakdown by employee is for evaluation purposes and does not imply that payment will be based on hours worked.

I-12. Prompt Payment of Subconsultants. Per MN Statute 471.425, Subd. 4a., Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

I-13. Mandatory Disclosures. By submitting a proposal, each responder understands, represents, and acknowledges that:

A. Their proposal has been developed by the Responder 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 Responder 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-14. Notification of Selection. Responders whose proposals are not selected will be notified in writing.

PART II – PROPOSAL REQUIREMENTS

Proposals not following the specified format or exceeding the page limit will not be reviewed. No additional sections or appendices are allowed. The delivered proposal shall be limited to 10 pages, excluding the front and back covers, the cover letter, and the cost proposal. This would be 10 single-sided 8.5" X 11" pages, 5 double-sided 8.5" X 11" pages, or a mixture thereof. The separate cost proposal can be an 11" X 17" sheet.

Proposers must submit a complete package in order to be considered. The submission package must include each of the sections below, in the following order.

II-1. Technical Proposal.

1. Proposal cover sheet (form provided in Appendix A)
2. Goals and Objectives: Restate the goals and objectives, and the project tasks to demonstrate the responder's view and understanding of the project.
3. Experience: Describe the responder's background and experience with similar projects. Project descriptions shall include a list of key staff and their role. Within the experience, the responder should demonstrate and provide proof of competency in the following areas:

    a. Public water access and/or neighborhood park design
    b. Resilient shoreline landscape design
    c. Producing accurate local market-based cost estimates

4. Personnel: Identify the personnel that will conduct the project and detail their training and work experience. Clearly identify a single point of contact/overall project manager. Describe personnel qualifications to demonstrate ability to accurately and efficiently complete work for this project.

    The project team must include but not be limited to a licensed Landscape Architect and a licensed Civil Engineer.

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

List whether or not the responder will be the sole consultant for the entire project. Include any sub-contractors who will be working with your firm on this project, their responsibilities, and a summary of applicable experience and qualifications.

5. Work Plan: 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. Work Schedule: Provide an anticipated project schedule. The work schedule shall identify all key milestone dates. There is a strict completion date of December 1, 2024, based on the funding source for this work. There is no possibility of extension.

7. References: Provide a minimum of three (3) non-City references, including names, addresses, and telephone numbers, for whom the responder has performed similar services, and the reference can address past performance.

II-2. Cost Proposal. Provide, **in a separate sealed envelope**, one copy of the cost proposal clearly marked on the outside with "Cost Proposal" along with the responder's official business name and address. The terms of the proposal as stated must be valid for the length of the project.

The responder must also include a lump sum not-to-exceed total project cost, as well as subtotals for design services and bidding, and any sub consultant fees. The cost proposal shall include all the following:

- A cover/transmittal letter.
- A subtotal of the contract cost for each task. Wetland delineation services must be broken out separately and may be awarded separately due to the short timeline available to perform those services before the grant deadline.
- A breakdown of the hours by task for each employee.
- Identification of anticipated direct expenses and rates for 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.
- The responder **must not** include any cost information within the body of the RFP technical proposal response.

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 and experience of the personnel and company	30%
Understanding of the project scope and work plan	25%
History of past work with the City of Duluth	25%
Cost to complete the project	20%

Proposals will be evaluated on a best value basis with 80% qualifications and 20% cost consideration. The review committee will not open the cost proposals until after the qualification points have been awarded.

PART IV – PROJECT DETAIL

IV-1. Background. In 2024, the City of Duluth was awarded a sub-grant from the Minnesota Department of Natural Resources (DNR) to support the design of future improvements at Perch Lake Landing, with funding through the U.S. Environmental Protection Agency from the Great Lakes Restoration Initiative. Extensive habitat restoration work is nearing completion at Perch Lake. Proposed improvements at the Landing are intended to create intentional, accessible connections to the newly restored Perch Lake and St. Louis River. **The design services procured under this request are supported by the sub-grant and must be completed by December 1, 2024**.

Preliminary designs were developed by SAS+ Associates. For more detail, please refer to the concept plan attached as Appendix C. The selected firm will be expected to further develop the design work already completed.

IV-2. Project Scope. The scope of this project includes topographic survey of existing conditions and site design for future landing improvements that will include a reconstructed parking lot, traffic ingress and egress, trail connections, accessible paddle launch/dock abutments, recreational site amenities and stormwater management. Recreational site amenities to include picnic table(s), grill, picnic shelter, portable restroom enclosure or vault toilet, garbage and recycling collection station, and mutt mitt station. The selected firm will be expected to provide design development and construction documents necessary to complete the construction of the project. Consultant is expected to produce 30%, 60%, and 90% design plans for staff feedback along with associated probable cost estimates. Full signed construction documents and a partnering probable cost estimate are the final deliverable. Permitting services, bidding assistance and construction administration is not part of the initial award, but should be itemized and priced separately for a possible future award.

This project includes the following services:

1. Project initiation, site visits, and other meetings as necessary with City staff.

2. Survey: Complete survey of existing conditions with topographic detail, utilities, right-of ways, property lines for adjacent private ownership. Surveyor must be

licensed through the State of Minnesota Board of AELSLAGID and follow the State of Minnesota Wetland Conservation Act requirements and USACE Wetland Delineation Manual.

3. Permitting: Consultant to list in the RFP response any anticipated necessary permits (local, state, federal). Preparation and submission of any and all necessary permits shall be included in the scope of services provided. Permitting fees will be paid for by the City of Duluth.

4. Market Rate Probable Cost Estimates: The consultant shall prepare a preliminary cost estimate for internal use for budgeting purposes with the preparation of the 30% design plans. Following the completion of the 60%, 90%, and final plans, cost estimates and quantity takeoffs shall be provided. Cost estimates must be based on local markets with at least 15% contingency.

5. Production of Construction Plans and Specifications (including any necessary Special Provisions).

All work shall be performed in accordance with the most recent version of the City Standard Specifications and Engineering Guidelines (available on the City of Duluth website).

PART V – APPENDICES

Appendix A: Proposal Cover Sheet – this form must be completed and returned with the proposal.

Appendix B: Perch Lake Landing conceptual plan

Appendix C: Federal and state supplemental provisions

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 24-99693

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

APPENDIX B – SUPPLEMENTAL PROVISIONS
CITY OF DULUTH
RFP# 24-99693

City of Duluth
Supplementary Provisions – State & Federal Funding
24-99693 Perch Lake Landing Design

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 4, 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. Termination

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. 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.

6. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

a. Placing qualified socioeconomic firms on solicitation lists;

b. Assuring that socioeconomic firms are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;

d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. 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).

8. 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. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. 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.

10. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

APPENDIX C – CONCEPT PLAN
CITY OF DULUTH
RFP# 24-99693



SAS
LANDSCAPE ARCHITECTURE
+ ASSOCIATES
WWW.SASLANDARCH.COM
219 West First Street, suite 350
Duluth, MN 55802
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Issue Record/Revision

Purpose	Date

MARTEN TRAIL PERCH LAKE LANDING IMPROVEMENTS

CITY OF DULUTH, MINNESOTA

Sheet Key

0 20' 40'
ONE INCH

Sheet Title
CONCEPT PLAN

Date: 5/9/2022
Drawn By: LWS
Checked By: LWS

Project Number
22200

Sheet Number
L-6

CITY OF DULUTH PROJECT NO.	DRAWN BY: LWS	SHEET NO. 8 OF 16

Dec 21, 2022 - 9:35am
P:\22200 - Marten Trail - Trailhead\05 - 22200 - Marten Trail Landings.dwg