



## OGDEN RIVERBANK EROSION - REQUEST FOR PROPOSAL



7/21/2020

### Request for Engineering Services

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## OGDEN CITY CORPORATION

### I. INTRODUCTION

Ogden City Corporation is accepting sealed Proposals from Professional Engineering firms interested in providing engineering services for the Ogden Riverbank erosion project. Ogden City has identified the need to repair a few locations within the Ogden River. Services will include:

#### **Project Elements**

- Project Management Services
- Pre-Design Services
  - Condition Survey and Reports
  - Cost Estimating/Budget
  - Assessments and Reports
  - cultural resources surveys and reports and biological surveys and reports as needed such as wetland delineations, etc.
- Design
  - Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction.
    - i. Any design services will be by a professional registered engineer.
    - ii. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS.
    - iii. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
  - Quality Assurance Plan (QAP) per NRCS requirements.
    - i. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
  - Storm Water and Pollution Prevention
  - Computer Aided Drafting
  - Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

- Construction
  - Administration, Inspection, and Management Services.
  - Aid in inspection per the submitted QAP mentioned above.

**Engineering Costs**

- The design includes the following items within the Ogden River:
  - Approximately 650 LF of rip-rap at five (5) sites.
  - Approximately 160 LF of debris removal
- Engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer’s estimate.
  - The estimate should include the project installation costs in addition to providing necessary quality assurance during construction.

For this reason, Ogden City Engineering is accepting sealed Proposals from consulting engineering firms interested in being considered for this project.

Upon evaluation of Proposals, the engineering firm receiving the highest score may be selected for the project. Design is expected to commence immediately with construction to follow.

Firms shall submit five (5) sealed Proposals for each category to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510, Ogden, UT 84401 no later than 2:00 pm on August 7th, 2020.

Ogden City shall not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a written Addendum. Ogden City will not be responsible for any costs associated with consultants assembling and submitting any portion of this Request for Proposal.

Any firm wishing to limit access to proprietary information and content within the submitted proposal must complete and submit a Business Confidentiality Claim form along with Proposal. Confidentiality Claim form is included as a separate page at the end of the Request for Proposal.

## II. PROPOSAL CONTENT

Each Proposal must include, as a minimum, the following information:

1. List of fields/services the company performs;
2. Name, address, email and telephone number of firm submitting the proposal;
  - a. Include the name and resume of the person designated as the firm’s representative throughout the duration of the project.
3. The firm’s knowledge of and familiarity with Ogden City and its personnel;

4. A chronological list of "In progress" and "Completed" projects accomplished by local (Northern Utah) office or representative for previous 3 years including references related to river projects; include project name, address, owner, contact name and current telephone number;
5. Investigations, arbitrations, litigations, or claims, which are pending, settled or otherwise, disposed of within the last three years;
6. Knowledge of and experience working with Federal Design contracts and any projects with NRCS.
7. Evidence of Insurability;
8. Estimate of fees for design/Fee Schedule;
9. Additional highlights of submitting firm;
10. Acknowledgment of receipt of addenda (if any).

\*Being selected and entering into an agreement does not guarantee consultant will be extended any specific amount of work.

\*\*Proposal may include projects that firm would like to highlight beyond 3 years.

Proposals are to be no longer than 10 pages. Double sided pages count as 2 pages.

### III. EVALUATION OF PROPOSALS

A team consisting of three or more representatives will perform evaluations of the Proposals. Proposals will be evaluated/scored on quality, not quantity of areas represented. The following criteria will be used to evaluate the proposals:

1. Qualifications of Firms' designated representative
2. Proximity of the firm's office and/or representative to Ogden City
3. Familiarity with Ogden Staff, Projects, and Standards
4. Consultant experience compared against areas of expertise represented
5. Client recommendations and accuracy of information provided
6. Qualifications and experience of key individuals
7. Ability of the firm to complete projects in a timely manner
8. Expertise and capabilities of firm
9. Additional highlights that company offers as part of their service
10. Evidence of Insurability (pass/fail)
11. Provided Fee Schedule (pass/fail)

A successful firm will be selected through a qualifications-based selection process. A Selection Committee will evaluate each proposal according to the criteria set forth above. The Selection Committee will select a firm based on the proposals received; no formal interviews are anticipated; however, the Selection Committee reserves the right to ask for interviews as needed. The City reserves the right to select a firm whose submittal does not meet the above stated submittal requirements. The City reserves the right, and intends, to award contracts to more than one qualified applicant. The City may perform a due diligence process on the firms receiving the highest evaluations.

Incorrect information or reference will be taken into consideration when proposals are scored.

## IV. GOVERNING INSTRUCTIONS

This Request for Proposal will constitute the governing document for submitting Proposals, and will take precedent over any oral representations.

## V. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
  - i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
  - ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
  - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
  - iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence
- b. Each insurance policy required by this Agreement shall contain the following clauses:
  - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
  - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
  - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

## VI. OTHER TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.

- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.
- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder’s webpage at:  
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

## VII. CONTACT PERSON

For discussion of this RFP, please contact the office of the City Engineer: 2549 Washington Boulevard, Suite 760, Ogden, UT 84401 or [TaylorNielsen@OgdenCity.com](mailto:TaylorNielsen@OgdenCity.com) and copy [Purchasing@ogdencity.com](mailto:Purchasing@ogdencity.com).

*\*Please submit questions in writing to the location or email listed above.\* The question and answer period ends on August 4<sup>th</sup> at 3PM.*



## VIII. SUBMISSION OF PROPOSALS

Firms shall submit five (5) copies of the Proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510, Ogden, UT 84401 ***no later than 2:00 pm on August 7th, 2020***. On the outside of the envelope, indicate "Ogden Riverbank Erosion – Request for Proposals."

***LATE PROPOSALS WILL NOT BE ACCEPTED.*** No facsimile transmittals will be accepted. All submittals must either be delivered by the mail or other delivery service or hand carried to the 1<sup>st</sup> floor Information Desk located at the same address. It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves its convenience and/or is found to be in the best interest of the City.

Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

Ogden City encourages and welcomes bids from women and minority owned businesses.