REQUEST FOR PROPOSAL
CITY OF HERMANTOWN, MN

April 18, 2022

COMPREHENSIVE PLAN UPDATE

PROPOSALS DUE THURSDAY, May 13, 2022 AT 2:00 PM

SUBMIT TO
eric.johnson@hermantownmn.com

Eric Johnson
Community Development Director
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
SECTION 1. GENERAL INFORMATION

This document is a Request for Proposals (RFP) for consultant services to update the Comprehensive Plan for the City of Hermantown, Minnesota (City).

The purpose of this Request for Proposals is for the City of Hermantown to solicit proposals from qualified planning firms/consultants to develop a new and uniquely formatted community-wide comprehensive plan. The area to be considered in this comprehensive plan update will include the City’s corporate boundary area. The comprehensive plan will serve as the guiding document for growth and development regarding land use, zoning, utility construction, economic development, traffic management, recreation, capital budgeting, provision of municipal services and facilities, housing, and community engagement.

Hermantown’s last comprehensive development plan was completed in 2000 and has become outdated in dealing with current issues related to a growing community. It is the City’s desire that there be significant and meaningful community participation in preparation of the plan and that the consulting team includes substantial opportunities for citizen participation in the planning process.

The City Council committed to a new Comprehensive Plan with the allocation of funds in the FY2021 and anticipated 2022 budgets.

Specific information on City water and sanitary sewer services, Highway 53 Corridor planning study, Adolph Small Area Plan and the City’s Parks and Trails Master Plan can be found on the City’s website www.hermantownmn.com.

The planning firm selected by the City will provide consultation, technical services, citizen surveys, mapping, agency coordination, citizen participation, and compliance with planning statutes of the State of Minnesota.

All firms who receive or download this RFP are requested to register their name and email address by sending an email to eric.johnson@hermantownmn.com. Any revisions or corrections to this RFP after posting will be communicated to those registered. Failure to register may result in nonparticipation of the RFP process. A proposal will not be considered if it fails to include all requested information as detailed in this original RFP and any subsequent modifications.

Any requests for additional information needed for the preparation of the proposal should be directed to Eric Johnson, Community Development Director at 218-729-3618, or eric.johnson@hermantownmn.com. All questions must be received before 1:00 p.m., May 4, 2022. Questions received after that time will not be addressed.
**Submittal of Proposal**

Please provide one (1) electronic (PDF) copy of the proposal for the evaluation process. Address submittals to:

eric.johnson@hermantownmn.com
Eric Johnson
Community Development Director
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

**Submittals will be accepted until 2:00 p.m. on May 13, 2022.**

**SECTION 2. COMMUNITY BACKGROUND**

The City of Hermantown was originally formed as a township in 1867 and became a City in 1976. A mayor and a four-member city council govern it. The mayor and council employ a City Administrator to direct the day to day operations of city government.

Departments of the city include: Police, Public Works, Communications, Finance and Planning/Community Development. The City has a volunteer fire department and utilizes a consultant for the role of City Engineer. Planning services are provided by the Community Development Director, Eric Johnson.

The City has a seven member Planning and Zoning Commission, a five member Zoning Board of Appeals and Adjustments and a seven member Hermantown Economic Development Association (HEDA).

The 2020 estimated population is 10,221, an increase of 8.5% since the 2010 Census. The city generally adds 30 single-family houses per year. Since 2018, the City has been receiving inquiries from developers for multi-family housing sites.

More information on the City of Hermantown can be found on the city website and related links at www.hermantownmn.com

**SECTION 3: OVERALL SCOPE OF SERVICES**

The final scope of services will be developed in collaboration with the selected firm. Components of the Plan, at a minimum, will include:

1. Participatory Process – Develop, coordinate and conduct an in depth public process to encourage citizen input. The interaction and participation of residents, business leaders, elected officials, and administration is critical for the development and success of the plan. A participation program shall be developed to incorporate local knowledge and experience.
2. Background – Provide and analyze the historical background of development in the city. Include current conditions and trends as well as emerging issues that have long-term implications.

3. Assumptions – Analyze the assumed effects of external forces (physical, social, economic, and political) on the future of the local community. Issues and forecasts of local and regional growth will be included.

4. Vision/Overview of the Plan – Provide a vision or alternative visions of the long-term future design and character of the community. The vision will represent interests of a broad range of citizens rather than a few special-interest groups. Cost/benefit implications of each alternative shall be included.

5. Planning Elements – Include discussion on land use, transportation, community facilities, utilities, natural resources, parks and open space, image and opportunities, etc.

6. Short and Long-Term goals – Discuss and illustrate the potential short- and long-term impacts of the plan on the community.

7. Implementation/Action Steps – Develop a list of strategies and implementation measures to accomplish the goals and objectives of the plan.

SECTION 4: CITY PRIORITIES:

In addition to the components identified above, the following issues are priorities of the City of Hermantown, and shall be addressed in the Comprehensive Plan:

Enhance quality of life and support land values
- The City revised its Planned Unit Development (PUD) zoning ordinance in 2021. Utilize the adopted ordinance to help identify strategies to facilitate development while minimizing any potential impacts or conflicts to existing residential neighborhoods.
- The City of Hermantown completed a Park and Trails Master Plan in 2018. The Comprehensive plan shall incorporate this plan.
- The City has numerous wetland areas, associated open space and streams. The Comprehensive Plan will address ways to facilitate development while conserving and protecting these wetland and streams.
- Identify methods to maximize land values while conserving or preserving critical or important natural areas.
- The City maintains the sanitary and water infrastructure. Evaluate opportunities for expansion of the existing service area to facilitate growth and development.

Support Economic Development
- The City has access to three state highways. State Highway 53 (Miller Trunk Highway) along the northern portion of the City, Highway 194 running along the northern portion of the City and State Highway 2 along the south. The roadway infrastructure provides
proximity to northern lakes, the Iron Range of Minnesota, the City of Duluth and Interstate 35. Identify strategies to maximize these assets.

- The City desires to increase land available for job growth, primarily light industrial and business park. Identify appropriate opportunities, while also identifying market constraints to this growth.
- The City’s Economic Development Authority (HEDA) has been updating its Strategic Plan since 2020. Aligning land use plans to the HEDA’s strategic plan is important to ensure that available land is used for the highest and best use in relation to the HEDA’s long-term economic diversification and stability.
- Identify public investments and city standards required to support the desired community image and associated development goals.

**Evaluate Adequacy and Relevance of existing ordinances**

- Review current city ordinances and policies in relationship to achieving the desired outcomes envisioned by the Comprehensive Plan. Outline strategies for accomplishing consistency.

**Housing**

- The City is primarily comprised of larger lot, single family residential homes ranging in size from ½ acre to 20+ acres. The three existing residential zoning districts identify minimum lot sizes of ½ acre, 2.5 acres and 5 acres respectively. In the last three years there has been increasing interest in developers looking for other housing options (small lot residential, twinhomes and apartments).
- Forecast appropriate housing levels to include these varying housing types along with opportunities for affordable housing.
- Forecast how Hermantown will be affected by various age groups within the population, in terms of housing demand and services.

**Other**

- The City abuts the Duluth International Airport along its northern boundary. The City belongs to the Joint Airport Zoning Board (JAZB). An airport zoning ordinance has been prepared by JAZB with specific sections of the ordinance incorporated into the City’s zoning ordinance. Utilize the adopted ordinance(s) to help identify strategies to facilitate development while minimizing any long-term, negative impacts.
SECTION 5: PROPOSAL

The proposal submittal shall contain only the information requested below.

Proposal Format
The submittal should follow the Table of Contents listed below:

1. General Information
2. Project Understanding
3. Project Approach
4. Proposed Project Team and Experience
5. Schedule
6. Any Additional Information as Needed
7. Total Consultant Cost

A brief description of each section is as follows:

1. General Information: Provide general information and a brief history of the consultant’s firm. Include similar information on key subconsultants, if any, proposed for the project.

2. Project Understanding: Include a summary of the consultant’s understanding of this project.

3. Project Approach: Provide specific approaches, methods, and assumptions that will be utilized to accomplish each work item as listed in Section 3.

4. Proposed Project Team and Experience:
   - Identify key team members and describe their specific roles on the project.
   - Include key team members from sub-consultant firms, if any.
   - Describe relevant experience and provide information on at least three (3) reference projects completed in the last six (6) years. Provide references and contact information.
   - Include one-page resumes only for key members of the project team.
   - Include specific descriptions of proposed team members’ roles on reference projects.

5. Schedule: Provide a proposed schedule from initiation to final completion. The schedule should include a list of key tasks within each phase, key milestones and approximate dates, and deliverables.

6. Additional Information: Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

7. Total Consultant Cost: The consultant shall break out the cost as follows:
   a. Proposed costs for each scope of work as listed in Section 3.
b. Hourly rates for all consultant employees on the project. The rates shall be the agreed upon costs for any additional services requested by the city, above what is detailed in the RFP.
c. Reimbursable costs including detail of service or item and applicable charge per unit.
d. Not to Exceed cost for the project.

Proposals that do not include a ‘Not to Exceed’ cost will be disregarded. It is the responsibility of the proposing firm to accurately predict the amount of time they will need to spend on the project.

SECTION 6: CONSULTANT SELECTION

RFP Schedule. The City will make every effort to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline to submit Questions via email to <a href="mailto:eric.johnson@hermantownmn.com">eric.johnson@hermantownmn.com</a></td>
<td>5/4/22</td>
</tr>
<tr>
<td>Answers to questions will be posted to the City website no later than this date.</td>
<td>5/9/22</td>
</tr>
<tr>
<td>Proposals must be received by the City by 2:00 PM on this date.</td>
<td>5/13/22</td>
</tr>
<tr>
<td>Interviews</td>
<td>5/23-5/27/22</td>
</tr>
<tr>
<td>Selection</td>
<td>6/6/22</td>
</tr>
</tbody>
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**Ranking Criteria**

1. **Project Approach and Organization – Maximum of 50 points**
   - How will the consultants assigned to the project develop the Comprehensive Plan?
   - Description of approach to prepare the plan.
   - How will services be performed?
   - What do they propose as a scope of services?
   - How do they plan to facilitate, encourage and implement public participation?
   - How much time will be budgeted for interaction with community stakeholders?

2. **Related Experience – Maximum of 25 points**
   - Demonstration of personal and leadership skills necessary to navigate the project through the social and political issues that surround a project of this nature?
• Description of a proven track record in successfully completing similar projects on time and within budget? Successful experience of both the firm itself and the individual team members will be considered.
• What experience do the consultants assigned to the project have with community/public planning process?
• What direct experience do the consultants assigned to the project have involving research and assessment and developing strategies and action plans, as it relates to communities of similar size and nature?
• What direct experience do the consultants assigned to the project have working with diverse stakeholders in the development of community/neighborhood plans or initiatives?

3. Schedule - Maximum of 10 points
• What will be the proposed project schedule and the staffing plan that will facilitate completion of the plan in a timely manner? How many on-site visits/meetings are planned?
• Please provide an estimated time schedule for this proposal, which shows the amount of time per category and the total amount of time necessary to complete this project. The time schedule should demonstrate the firm’s ability to proceed immediately and without delay.

4. Cost - Maximum of 15 points
• Demonstration of successful previous budget performance and experience in meeting project budgets.
• Description of approach to budgeting and bidding.
• Presentation of firm's best offer; firm "not to exceed"

City staff will evaluate, and rank all submitted proposals and will recommend the most qualified firms to the City Council. The decision will be based on a combination including, but not limited to, ranking, presentation of materials and other qualifications.

Once authorized to proceed, the “most qualified” consulting firm will be expected to immediately assist in developing a final scope of services and contractual agreement with respect to the following:

If, for any reason a firm is not able to commence the services in their proposal within 30 days of the award, the city reserves the right to contract with another qualified firm.

The city reserves the right to waive any irregularity in any submittal or reject any or all proposals.
SECTION 7: CONTRACT TERMS AND CONDITIONS

Upon selection of a consultant, an Agreement or Contract for Services shall be entered into by the city and consultant. It is expected that the contract will provide for compensation for actual work completed on a not to exceed basis with the following conditions. The contract will be amended as appropriate for each successive phase.

1. Deletion of specific components, such as individual project meetings, will be at the discretion of the city. Services are to be billed to the city on a monthly basis with a detailed invoice of tasks, time, rates and respective amounts as well as reasonable reimbursable expenses. Payment or reimbursement shall be made based on actual hours worked on the various tasks required for the project plus necessary subcontractor work (as applicable) and out of pocket expenses. Billing in excess of ‘not to exceed’ amount will not be compensated unless a contract extension has been approved in advance by the City Council.

2. The city shall retain ownership of all documents, plans, maps, reports and data prepared under this proposal. In addition to being provided hard copy and digital documents throughout the project, the consultant shall supply the city with a fully scanned (Laserfiche) file upon project completion.

3. If, for any reason, the consultant is unable to fulfill the obligations under the contract in a timely and proper manner, the city reserves the right to terminate the contract by written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed to that point at the discretion of the City Council.

4. The consultant shall not assign or transfer any interest in the contract without prior written consent of the city.

SECTION 8: 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:
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.

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).

Insurance Requirements:
Insurance requirements or Errors and Omissions: (as included per Exhibit B)

PROPOSALS MUST BE RECEIVED PRIOR TO 2:00 p.m. ON MAY 13, 2022. LATE SUBMITTALS WILL NOT BE CONSIDERED
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.