

**REQUEST FOR PROPOSALS
FOR
BRIDGE CONSTRUCTION INSPECTION SERVICES
ON**

21 Mile Road Bridge over Rice Creek

Sealed proposals will be received by the Calhoun County Road Department at their offices, 13300 15 Mile Road, Marshall, MI 49068 until **12:00 NOON Eastern Standard Time on Wednesday, April 4, 2018.**

All proposals must be in sealed envelopes and appropriately marked:

“Bridge Construction CEI: 21 Mile Road Bridge”

The right is reserved to reject any or all proposals and to make the award as may appear to be in the best interest of the Calhoun County Road Department and the County of Calhoun.

Sincerely,

Kristine Parsons, P. E.
Senior Civil Engineer

REQUEST FOR PROPOSAL (RFP)

21 Mile Road Bridge

ISSUE DATE: March 21, 2018
PROPOSAL OPENING DATE: 12:00 Noon, Wednesday, April 4, 2018
ISSUING OFFICE: Calhoun County Road Department
CONTACT: Kristine Parsons, P. E., Senior Civil Engineer
(269) 781-0038 kparsons@calhouncountymi.gov

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Should any of the required documents be missing from your packet, immediately notify the CCRD.

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to submit a proposal on this commodity or service, please return this form immediately.

The Calhoun County Road Department wishes to keep its vendors' list file up-to-date. If, for any reason, you cannot supply the commodity/service noted on the attached solicitation, please complete and return this form to remain on the particular vendor list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time, we will assume that you can no longer supply this commodity/service, and your name will be removed from this vendors' list.

PLEASE COMPLETE AND RETURN

We, the undersigned have declined to submit a proposal on the following project:

Proposal: _____ Proposal Opening Date: _____

For the following reasons marked below:

- _____ Specifications too "tight", (i.e. geared toward one brand or Manufacturer only explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your vendor' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

SIGNED: _____ TITLE: _____

FIRM: _____

ADDRESS: _____

DATE: _____ (Street) PHONE:(_____) (City) (State) (Zip) FAX(_____)

REQUEST FOR PROPOSAL

21 Mile Road Bridge

DATE: _____

PROPOSAL AND AWARD

The undersigned, having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the Calhoun County Road Department. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the Calhoun County Road Department that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME (if any): _____

ADDRESS: _____
(Street Address) (City) (State) (Zip)

PHONE NO. :() _____ FAX NO.:() _____

INSTRUCTIONS TO RESPONDENTS

TERMS AND CONDITIONS

Use of RFP Forms

These Documents represent the RFP format which is for the convenience of respondents. We request that either Page 3 "Statement of No Proposal" be returned, or Page 4 "Proposal and Award" be submitted with your proposal.

Interpretations for Addenda

No oral interpretation will be made to any Respondent as to the meaning of the Documents or any part thereof. Every request for interpretation shall be made in writing only to those written inquiries received by 12:00 NOON, EST Wednesday, March 28, 2018. Any interpretation made to a Respondent shall be in the form of an Addendum to the Documents and, when issued, will be posted online at www.calhouncountyroads.com. All addenda will be online at www.calhouncountyroads.com. All such Addenda shall become part of the Contract Documents and all Respondents shall be bound by such Addenda, whether or not received by the Respondent. All addenda received shall be listed on the outside of the RFP envelope. Any proposal received without each addendum listed by number and date received on the outside of the RFP proposal envelope may be declared a non-responsive proposal.

RFP

- A. All proposals must be submitted following the RFP Format supplied by the Calhoun County Road Department in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the INSTRUCTION TO RESPONDENTS and GENERAL INFORMATION sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the Respondent.
- B. The Calhoun County Road Department may consider as irregular any proposal on which there is an alteration of or departure from this RFP format as provided in the RFP Documents, and at its option may reject the same.
- C. If a Contract is awarded, it will be awarded by the Calhoun County Road Department to the most qualified Respondent. The Contract will require the completion of the work pursuant to these documents.
- D. Each Respondent shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal by the

Respondent shall remain in effect 90 days from the time of the proposal opening.

E. Each Respondent shall include in its proposal the following minimum information:

Principals:

Name
Title
Email Address

Firm:

Name
Business Address
City, State and Zip Code and
Phone Number

COLLUSIVE AGREEMENTS

- A. Each Respondent submitting a proposal to the Calhoun County Road Department for any portion of the work required shall execute and attach an affidavit to the effect that it has not colluded with any other person, firm or corporation in regard to any proposal submitted.
- B. Before executing any subcontract, the successful Respondent shall submit the name of any proposed subcontractor for prior approval.

ORGANIZATION AND FINANCIAL STATEMENT

Each Respondent shall, upon request of the Calhoun County Road Department, submit the ORGANIZATION AND FINANCIAL STATEMENT contained herein. The Calhoun County Road Department shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform its obligations under the Contract, and the Respondent shall furnish the Calhoun County Road Department all such information and data for this purpose as requested. The right is reserved to reject any proposal where an investigation of available evidence or information does not satisfy the Calhoun County Road Department that the Respondent is qualified to properly carry out the terms of the Contract, or where the Respondent refuses or fails to furnish the Calhoun County Road Department, with any evidence or information requested.

CORRECTIONS

Changes in the RFP form must be explained or noted by the signature of the Respondent.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered.

OPENING PROPOSALS

At the time and place fixed for the opening of proposals, the Calhoun County Road Department will open every eligible, responsive proposal received within the time set for receiving proposals.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening.

AWARD OF CONTRACTS/REJECTION OF PROPOSALS

- A. The Contract will be awarded to the most responsible Respondent, provided such proposal is responsive and it is in the best interest of the Calhoun County Road Department to accept said proposal.
- B. The Calhoun County Road Department reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interest. The Respondent to whom the Award is made will be notified at the earliest possible date.
- C. The Calhoun County Road Department reserves the right to consider a Respondent as unqualified to perform the Contract who does not habitually perform with its own forces twenty-five (25%) of the work involved.
- D. The Contract shall not be considered executed unless signed by the Managing Director after approval by the Calhoun County Road Department and certification as to the availability of funds. Signatures on behalf of the CCRD other than those cited above shall not constitute contract execution by the CCRD and the contract shall be null and void.

DEFAULT TO THE CCRD

It is understood that any Respondent who is in default to the Calhoun County Road Department at the time of opening the proposal shall have the proposal declared null and void.

TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the Calhoun County Road Department, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the term of the lease. Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Provider of services.

STATE LAW, COUNTY ORDINANCE AND ROAD COMMISSION POLICY

The Respondent understands that it is its sole responsibility to understand and fully comply with all applicable State Law, County Ordinance and Calhoun County Road Department Policy.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of this RFP will have a fee structure based on estimated man hours needed to complete the task and an

associated hourly rate, along with an estimated transportation cost. Negotiations may be undertaken with those Respondents whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work and in accord with the applicable laws of the State of Michigan. The contract that may be entered into will be that one which is most advantageous to the Calhoun County Road Department, price and other factors considered. The Calhoun County Road Department reserves the right to consider proposals of modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the Calhoun County Road Department.

INCURRING COST

The Calhoun County Road Department shall not be liable for any costs, including any travel, by the proposer prior to award of contract. The Calhoun County Road Department does not intend to pay for any information obtained, though such may be utilized in determining the award.

NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the Calhoun County Road Department and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the party's signatory hereto.

DISCLOSURE OF PROPOSAL CONTENTS

After contract award, a summary of total price information for all submissions may be furnished upon demand to those Respondents participating in this request. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the Calhoun County Road Department for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend: "This information shall not be disclosed outside the Calhoun County Road Department or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the respondent, or as a result of, or in connection with the submission of such information, the Calhoun County Road Department shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the Calhoun County Road Department's right to use information contained herein if obtained from another source."

ORAL PRESENTATION

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the Issuing Office. These presentations will provide an opportunity for the respondent to clarify his proposal to ensure mutual understanding of its contents. The issuing Office will schedule any such

presentations.

CONTRACT EXTENSION

This agreement will be for a period of one year with the option to extend for an additional year. An extension is subject to review by the Calhoun County Road Department thirty (30) days prior to the expiration of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful proposer will become contractual obligations, if a contract is issued. Failure of the successful proposer to accept these obligations will result in cancellation of the award.

PROJECT CONTROL

- A. The consultant will perform the work under the direction and control of a Project Supervisor designated by the Issuing Office.
- B. The Project Supervisor will meet on at least a bi-weekly basis with the consultant's Project Manager for the purpose of reviewing progress and providing necessary guidance to the consultant in solving problems which may arise.
- C. The consultant will submit written, weekly summaries of progress which outlines the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period problems which have arisen or may arise which should be brought to the attention of the Calhoun County Road Department's Project Supervisor, and to request approval for significant deviation from previously agreed upon work plans. In addition, a summary of project costs for completed work, and expected costs for the remainder of the work will be included.

CONTRACT PAYMENT SCHEDULE

Payment for a contract entered into as a result of this request will be made monthly upon receipt of the consultant's billing statement and progress reports. The consultant's billing statement should include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead costs.

NEWS RELEASES

News releases pertaining to this request or the work to which it relates, will not be made without prior written approval of the Project Supervisor from the issuing office.

INDEPENDENT PRICE DETERMINATION

1. By submission of a proposal, the proposer certifies and in the case of a joint proposal, each party thereto certifies as to its own organization that in connection with this proposal:
 - A. The prices in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror, or with any competitor: and
 - B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror prior to award directly or indirectly to any other offeror; or to any competitor; and
 - C. No attempt has been made or will be made by the proposer, to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies either:
 - A. They are the person(s) in the proposer's organization responsible for the decision as to the prices being offered in the proposal, and that they have not participated and will not participate in any action contrary to "1-A, B, and C" above; or
 - B. They are not the person(s) in the proposer's organization responsible for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to "1-A, B, and C" above, and as their agent does hereby so certify, and that they have not participated and will not participate in any action contrary to "1-A, B and C" above.
 - C. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered, so as to delete or modify "1-A and B" or "2", above. If "1-B" has been modified or deleted, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

HOLD HARMLESS:

The successful proposer agrees to indemnify, defend, and hold harmless Calhoun County Road Department and the Calhoun County Board of Commissioners, their governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of proposer's negligent acts, errors, omissions, for provision of the products and/or services specified under this contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

INSURANCE

The selected firm will be responsible for providing certificates of insurance to the Calhoun County Road Department which prove the firm has not less than \$500,000 coverage for Personal Liability and Property Damage and proof of Worker's Compensation Insurance. The Personal Liability and Property Damage certificate shall name the Calhoun County Road Department and the Calhoun County Board of Commissioners as additionally insured and shall carry a twenty (20) day Notice of Cancellation. Proof of insurance, as stipulated above, shall be provided to the Calhoun County Road Department within ten 10 working days of issuance by the Calhoun County Road Department of an Award of Contract. When the Calhoun County Road Department receives proof of insurance, if everything is in order, it will issue a "Notice to Proceed" to the consultant.

The consultant shall also provide proof of professional liability insurance which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the consultant shall maintain such professional liability insurance during the life of the contract.

GENERAL INFORMATION

INTRODUCTION

The Calhoun County Road Department is currently inviting qualified consulting firms to submit proposals for the purpose of providing construction inspection services for the construction of the Calhoun County Road Department's 21 Mile Road Bridge, Section 15, Marengo Township. The Calhoun County Road Department intends to begin construction on the projects in the summer of 2018 for the 21 Mile Road Bridge.

The proposed work in this Request for Proposal (RFP) will include the following items:

The consultant will:

- A. Provide bridge construction inspection services in accordance with the MDOT 2012 Standard Specifications for Construction and the construction plans at all times when contractor is working. The inspector shall have all required certifications necessary to inspect the project.
- B. Use FieldBook, FieldManager, and ProjectWise to document and manage the construction project per CCRD & MDOT specifications. A Certified Office Technician will be required for all work performed in FieldManager.
- C. Perform weekly and other required soil erosion & sediment control inspections and keep a hard copy log of all reports onsite.
- D. Coordinate with the owner via phone or email as necessary regarding the status of the project or any issues that may be encountered during the course of the project. Any pay item overages or additions or changes to the project scope must be coordinated with the owner and MDOT prior to being implemented in the field. Bi-weekly onsite meetings will also be held between the inspector and the project owner.
- E. Be responsible for the project audit by MDOT and providing the required project inspection documentation to the auditors. Any corrections required by the auditors must be made to the inspection documentation and project files.

PROPOSALS

To be considered, consultants must submit a complete response to this RFP, using the format indicated in the "SCOPE OF SERVICES " section of this RFP. Each proposal must be submitted in two (2) copies to the Calhoun County Road Department, 13300 15 Mile Road, Marshall, MI 49068, no later than 12:00 NOON, EST Wednesday, April 4, 2018 in a sealed envelope marked with the statement "Bridge Construction CEI: 21 Mile Road Bridge".

No other distribution of proposals will be made by the consultant. Proposals must be signed by an authorized official to bind the consultant to its provisions. Proposals must include a statement as to the period during which the proposal remains valid. For this project, the proposal must remain valid for at least ninety (90) days from the time of proposal opening.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a concise description of the consultant's ability to meet the requirements of the RFP.

Calhoun County Road Department Responsibilities

The Calhoun County Road Department will have the following responsibilities in conjunction with a contract resulting from this RFP.

1. Provide information as to the Calhoun County Road Department's requirements for the project and make available all pertinent information which may be useful in the project work, including any previous reports or data relative to the project.
2. Designate in writing a person to act as the Calhoun County Road Department's Project Supervisor with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the CCRD's policies and decisions with respect to materials, equipment and other such elements pertinent to the work.
3. Coordinate as necessary the efforts of the consultant to make provisions to enter upon public or private land as required to perform his work.
4. Examine all studies, reports, estimates, proposals and other documents prepared by the consultant and render in writing, if necessary, decisions pertinent thereto within a reasonable time.
5. Direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the consultant of the appropriateness of such action.
6. Direct the consultant in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the consultant detailing as to cost, time (schedule), and reason for such special service or extra work.

The consultant will develop or obtain from other agencies all other material, information and data necessary to perform the work.

SCOPE OF SERVICES

Contract proposals must be submitted in the format outlined below:

BUSINESS ORGANIZATION

State the full name and address of your organization, and if applicable, any branch office or other subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation. If a corporation, indicate the state in which you are incorporated and, if appropriate, state whether you are licensed to operate in the State of Michigan.

WORK PLAN

Describe in narrative form your technical plan for accomplishing the work. Explain the choice of methodology, particularly its strengths and weaknesses. Indicate the number of man-hours you have allocated for each task, provide a time line indicating in a bar chart display, time related, showing each event, task and decision points in your work plan, including the Critical Path.

PROJECT STAFF DESCRIPTION

Include the executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify key individuals by name and title and include resumes for proposed project personnel.

AUTHORIZED NEGOTIATIONS

Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.

ADDITIONAL INFORMATION

The consultant may also include any information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

The scope of services to be performed by the consultant should be divided into tasks as outlined below. As a MINIMUM, these tasks should be addressed:

TASK I: CONSTRUCTION INSPECTION AND DOCUMENTATION

The consultant shall have an inspector onsite at all times when the contractor is working. The inspector shall provide construction inspection services according to the MDOT 2012 Standard Specifications for Construction and the construction plans.

The inspector must have all required certifications required to inspect the project adequately including, but not limited to: ACI/Michigan Concrete Association (MCA), HMA paving, density, SESC storm water operator, etc. Inspector's Daily Reports will be provided to the project engineer on a daily basis via electronic export. The consultant shall use FieldBook for inspection documentation.

TASK II: COORDINATION

The inspector will coordinate with the project engineer via phone or email as necessary. Bi-weekly onsite meetings will also be held between the inspector and the project owner.

CRITERIA FOR SELECTION

All proposals received shall be subject to an evaluation by the Issuing Office. The following factors will be considered in making the selection:

UNDERSTANDING OF THE SCOPE OF WORK

Based upon prior experience with bridge construction inspection and the Michigan Department of Transportation inspection and letting process.

METHOD OF APPROACH

Referring to the technical soundness of the consultant's stated approach to the project, the comprehensiveness of the proposed work tasks, the techniques to be used and the products to be delivered.

TIME/EFFORT

Based upon a review of the number of man-hours allocated to each task in a bar chart display, designating decision points, the Critical Path and the total time necessary to accomplish the design, and the consultant's acknowledgment of the critical deadlines.

ACCESSIBILITY

Ability of consultant to work closely with Calhoun County Road Department Transportation staff for the complete duration of the project.

COST PROPOSAL AND PRICE ANALYSIS

The information requested in this section is required to support the reasonableness of your proposal. The data will be held in confidence and will not be revealed to or discussed with the competitors. This portion of the proposal must be submitted in a sealed and separate envelope inside your submittal and clearly marked "Bridge Construction CEI: 21 Mile Road Bridge" and submitted with your RFP. The Cost Proposal portion must include a task-by-task summary of man hours required, along with an hourly rate for each worker using the breakdown shown below. It must also include a transportation cost estimate, as well as a total estimated bid for the project.

1. Man Hour Estimate: Itemize to show the following for each employee:
 - a. Worker category (i.e., project manager, senior analyst, etc.)
 - b. Estimated hours per worker
 - c. Rate per hour for each worker
 - d. Total cost for each category and for all project needs
2. Estimated Transportation Cost: Show travel costs and per diem separately
3. Total Estimated Bid for Project
4. Independent Price Determination: Include a statement substantially as follows: "This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled "Independent Price Determination" in the **Instructions, Terms & Conditions** section of the RFP to which this proposal is a response."