CALHOUN COUNTY
REQUEST FOR PROPOSAL
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981

ISSUE DATE: ***WEDNESDAY, JULY 9, 2014***

DUE DATE: ***TUESDAY, AUGUST 5, 2014***

PROJECT: ***BRIDGE DESIGN & ENGINEERING- V DRIVE SOUTH; RFB#121-14***

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible proposal, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 PROPOSAL SUBMISSION:

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

***CALHOUN COUNTY BUILDING**
ADMINISTRATOR'S OFFICE, PURCHASING DIV.
315 WEST GREEN STREET
MARSHALL, MI 49068

All proposals received shall be noted as such on the outside of the envelope:

PROPOSAL: ***BRIDGE DESIGN & ENGINEERING –V DRIVE SOUTH; RFB#121-14***

DUE DATE: ***TUESDAY, AUGUST 5, 2014; 3:00 PM (Local time)***

****PROPOSERS ARE CAUTIONED THAT PROPOSALS SUBMITTED TO AN ADDRESS OTHER THAN THAT NOTED IN SEC. 1.1 MAY NOT BE CONSIDERED.***

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____

REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

_____

All of the members of which are as follows:

NAME: _____
_____
_____

ADDRESS: _____
_____
_____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of _____

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by anyone other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.

1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract,

or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than ***$ 300,000*** per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than $ ***300,000*** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the

following shall be ***Additional Insureds:*** Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. Additional insureds shall also include the State of Michigan, the State Transportation Commission, and the Michigan Department of Transportation, and their agents and employees, pursuant to Sec. 1.8.7.

1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non- Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have Calhoun County, State of Michigan, and the State Transportation Commission added as an additional insured to their insurance policy, pursuant to Sec. 1.8.7.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the proposal process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, proposal, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-

responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible proposer whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for proposal.

1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed proposal/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et. seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if

the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

The contract that results from the awarded proposal shall commence upon award and terminate upon determination that consulting services are no longer required, but no longer than completion of bridge construction projected for the summer of 2015.

The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or

commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

2.1.1 One original and ***Three (3)*** copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

2.1.2 To be considered, proposers must submit a complete response to this RFP. No other distribution of RFP is to be made by this proposer. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions.

Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

2.2.1 The proposal shall be legibly prepared in either ink or typed.

2.2.2 Should the proposer find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the proposer.

2.2.3 The proposal shall be legally signed and the complete address of the proposer provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses

for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the proposer's proposal will become contractual obligations, if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP if such information would be of significance to uninformed proposers. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via e-mail by ***Tuesday, July 15, 2014***. All questions and answers will be posted to the County's website so as to be available to all potential proposers by ***Thursday, July 17, 2014,*** and registered vendors will be notified via email to view this information on the website. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Attention: Leslie R. Obrig, Purchasing Coordinator
315 West Green Street
Marshall, Michigan 49068
Email: lobrig@calhouncountymi.gov

2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposal received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be www.time.gov

2.7 ALTERNATE PROPOSALS

Proposers are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK:

Calhoun County is seeking proposals from qualified consulting firms to provide design and engineering services to the County in anticipation of the replacement and construction of the V Drive South bridge over Nottawa Creek in Calhoun County. Services to be provided include preliminary engineering, surveying, recommendations for design, conducting of public meetings for Federal Aid project development, engineering, and furnishing of all materials necessary to implement bidding of services by the Michigan Department of Transportation (MDOT) Standard Specifications for Construction of the new bridge. The intended construction of the replacement bridge will take place the summer of 2015. The most responsive proposal shall include the following specifications and requirements:

3.2 SCOPE OF WORK & SPECIFICATIONS:

The awarded consultant shall perform the following:

3.2.1 Perform a walk-through inspection of the designated work site and review the Local Bridge Program information as submitted by the County.

3.2.2 Conduct a field survey and prepare a general site plan

3.2.3 Conduct soil investigations

3.2.4 Design the bridge and approach roadways in accordance with the latest MDOT and Calhoun County Road Department standards. The consultant will prepare a pavement design plan in accordance with AASHTO standards for Class A all-season pavement design. The consultant will prepare all plans and specifications.

3.3 INSPECTION OF WORK SITE:

All proposers shall visibly inspect the work area in order to become familiar with the scope of the work contemplated. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made or that such inspection is waived and submission of a proposal shall constitute a waiver by each proposer or all claims or error in the proposal, withdrawal of proposal, or payment of extras or a combination thereof or any revision thereof.

Inquiries regarding the bridge site as it relates to work site inspection can be directed to:

Angela Kline, P.E.
Highway Engineer, Calhoun County Road Department
269.781.0020 or akline@calhouncountymi.gov

All other inquiries regarding this document, the proposal specifications, and requirements are to adhere to Sec. 2.4 "Inquiries".

3.4 CONTENTS OF PROPOSAL:

Responsive proposals shall contain the following information :

3.4.1 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. Complete proposal page 2, "Legal Status of Proposer".

3.4.2 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.

3.4.3 References

Provide at least three (3) references for which you have provided bridge design services in the state of Michigan, which are similar in scope to that requested in this RFP and pursuant to MDOT specifications. Include a description of the work performed, as well as a contact name and corresponding phone number or email address for each reference.

3.4.4 Work Plan

Describe in narrative form your technical plan for accomplishing the work, in accordance with the outlined tasks, as follows. 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.
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:

3.4.4.1 **Task I: Soil and Topographic Surveys**

The consultant shall collect all soil and topographic information necessary to design the project and prepare plans, specifications, and estimates to MDOT specifications. A report of soil borings and test results shall be prepared by the consultant and submitted to the Calhoun County Road Department prior to the initiation of any design work. All soil tests shall conform to MDOT and American Society for Testing and Materials (ASTM) specifications. All topographic surveys shall be conducted in accordance with MDOT specifications. The consultant shall input this information into AutoCAD files and plotted to Calhoun County Road Department drafting standards. Surveys shall be tied to United States Geological Survey (USGS) monuments as well as to other monuments in the general area.

3.4.4.1.1. Establish property lines and existing right-of-ways, based upon existing descriptions and physical field evidence.

3.4.4.1.2 Collect topographic data for the project area including connecting streets. The general map of site shall be completed in accordance with the Calhoun County Road Department Drafting Standards in AutoCAD. The consultant will include utility locations, topography, buildings, fence lines, trees, and other physical features.

3.4.4.1.3 Establish and witness survey center line alignment to serve as control throughout the project.

3.4.4.1.4. Establish sufficient benchmarks, based on USGS data, to construct the project.

3.4.4.1.5. Determine cross-sections at 50-foot intervals along the bridge and connecting streets, and other locations deemed appropriate.

3.4.4.1.6. Determine utility locations in conjunction with utility owners. The survey shall locate all underground utilities from the information available.

3.4.4.2 **Task II: Prepare Project Feasibility Study**

The consultant will develop alternative schemes for the design of the reconstruction of the V Drive South bridge over Nottawa Creek in Calhoun County. Traffic control and detour plan will be an important aspect of the project design alternatives. These alternatives will be utilized to help determine the optimum design in terms of costs and environmental issues. The consultant shall submit to MDOT a Type, Size, and Location plan for
the selected alternative.

3.4.4.3 **Task III: Prepare Preliminary Plans and Engineer's Estimate**

The Calhoun County Road Department has received approval for funding during the 2015 fiscal year Local Bridge Program. Any right-of-way acquisition / relinquish issues are to be discussed in design alternatives. The consultant shall prepare all documents necessary to receive preliminary plan approval from the Calhoun County Road Department and MDOT and to establish all necessary criteria to prepare final plans.

The consultant shall coordinate the structural concept with the Calhoun County Road Department and prepare the preliminary plan and cost estimate. The consultant shall prepare all necessary construction permit applications and MDOT programming data to be submitted with the preliminary plans. The preparation shall include, not necessarily limited to, the following:

3.4.4.3.1	SHPO Clarence
3.4.4.3.2	Structural / hydraulic design
3.4.4.3.3	Railroad permit application
3.4.4.3.4	MDEQ permit application
3.4.4.3.5	MDOT programming data
3.4.4.3.6	Preliminary plans
3.4.4.3.7	Preliminary construction cost estimate
3.4.4.3.8	Attend grade inspection

3.4.4.4 **Task IV: Prepare Final Plans, Specs, and Engineer's Estimate**

The consultant shall prepare all documents necessary to proposal the project. The design services requested shall conform to current Calhoun County Road Department, MDOT, and all governing agencies standards and specifications. Plans and specifications shall be prepared by the consultant and submitted to the Calhoun County Road Department for review and comment prior to the finalization of any plan documents. The initial plan shall be completed within **sixteen (16) weeks after MDOT approval of the preliminary plan**. The Consultant shall meet a schedule to construct this project in MDOT'S 2015 fiscal year.

The consultant will submit the engineering cost estimates (using MDOT pay items) to MDOT. The final documents for this project shall include all required information needed for a complete project, ready to use.

3.4.5 County Responsibilities

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

3.4.5.1 Provide information as to the 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.

3.4.5.2 Designate in writing a person to act as the Road Department's Project Director with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the Road Department's policies and decisions with respect to materials, equipment and other such elements pertinent to the work.

3.4.5.3 Coordinate as necessary the efforts of the consultant to make provisions to enter upon public or private land as required to perform his work.

3.4.5.4 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.

3.4.5.5 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.

3.4.5.6 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.

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

3.5 COST PROPOSAL AND PRICE ANALYSIS:

The information requested in this section is required to support the reasonableness of your proposal. This portion of the proposal must be submitted in a sealed and separate

envelope inside your RFP submittal and clearly marked "Cost Proposal". The Cost Proposal portion must include a task-by-task summary of costs in a readable format as indicated in Figures 1 & 2 of this document (Figure 1 should also be included, in the format provided, at the end of "Work Plan Proposal" in your RFP document), and a task-by-task breakdown of costs in a format as described below:

3.5.1 Manpower Costs:

Itemize to show the following for each category of personnel with a different rate per hour:

3.5.1.1 Category (i.e., project manager, senior analyst, etc.)
3.5.1.2 Estimate hours
3.5.1.3 Rate per hour
3.5.1.4 Total cost for each category and for all staff needs

3.5.2. General and Administrative burden or overhead: Indicate percentage and total.

3.5.3 Costs of supplies and materials: itemize.

3.5.4. Other direct costs: itemize.

3.5.5. Transportation costs: Show travel costs and per diem separately.

3.5.6 Total "not to exceed cost" for proposal.

3.5.7 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."

3.6 REFERENCES:

Provide at least three (3) references for companies or relatively local road departments for which you have provided bridge design and engineering consulting services similar in scope to that requested in this RFP. Include a description of the work performed, as well as a contact name and corresponding phone number or email address.

3.7 PROPOSAL EVALUATION CRITERIA:

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this Request for Proposal. The proposal selected

will be that response deemed most advantageous to Calhoun County, based on the following criteria:

3.7.1 Work plan
3.7.2 Qualifications of project staff
3.7.3 References
3.7.4 Description of firm
3.7.5 Cost proposal

3.8 AWARD AND REJECTION OFPROPOSALS:

3.8.1 This proposal will be awarded to one contractor.

3.8.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

3.8.3 Proposers who do not demonstrate their ability to perform the work according to these specifications will be rejected.

3.8.4 Proposers who do not have acceptable and/or sufficient equipment and personnel to complete the intended work and within the time limits required will be rejected.

3.9 CONTENTS OF PROPOSAL:

Proposals shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this Request for Proposal. Vendor proposals should include the following:

3.9.1 "Legal Status of Bidder"; *(Sec. 1.3).*
3.9.2 Proof of Insurance; *(Sec. 1.8).*
3.9.3 "Contents of Proposal"; *(Sec. 3.4).*
3.9.4 Price sheets *(Figs. 1 & 2)*, submitted in separate sealed envelope within RFP response.

3.10 RESPONSE TO RFP:

Proposer's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Proposers are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

****

I, _____, certify that I am the _____
(Official Corporate Title)

Of the corporation named contractor herein: that _____who

signed the foregoing proposal on behalf of said corporation was then signed the signed the of said

corporation; that said proposal was duly signed for on behalf of said corporation by authority of

its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

****

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

SUMMARY OF STAFF-HOUR DISTRIBUTION
FIGURE I

RFP TITLE:

FIRM:_____ _____ Date:_____
Name of Company Authorized Signature

STAFF LEVEL AND TASK BREAKDOWN				
NAME OFPRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TASK I	TASK II	TOTAL
SERVICES BY CONSULTANT:				
SERVICES BY				
TOT				

NOTE: ALL TIMES SHALL BE GIVEN IN PER-PERSON HOURS
RESUMES OF EACH MEMBER SHALL BE INCLUDED IN THE STAFFING PROPOSAL

SUMMARY OF COSTS
FIGURE 2

RFP TITLE:

FIRM:_____ _____ DATE:_____
NAME OF COMPANY AUTHORIZED SIGNATURE

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	SUPPLIES & MATERIALS	OTHER DIRECT COSTS	TRANS-PORTATION	PROFIT	TOTAL
TOTAL	NOT TO EXCEED COST							

NOTE: CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS OF DIFFERENT TASKS INTO THE ABOVE FIGURE