

# **REQUEST FOR PROPOSALS**

# Professional Services Rural Hill Bridge- Superstructure Replacement

Issue Date: October 13, 2023

Pre-Bid Question Deadline: October 19, 2023, 1:00 PM EST

Deadline for receipt of Bids: November 1, 2023, 10:30 AM EST

Bids must be received and in the possession of the City Clerk's office by the Deadline for Receipt of Bids, at:

City of Northville City Clerk's Office 215 W. Main St. Northville, Mi 48167

Michael Smith City Clerk msmith@ci.northville.mi.us

Mike Domine Public Works Director mdomine@ci.northville.mi.us

#### I. PROCEDURES

- A. SUBMISSION AND RECEIPT OF BID: In order for a bid to receive consideration, it must be received prior to the deadline above. No bids will be accepted after the time specified as the deadline for bids. The City reserves the right to postpone the bid opening for its own convenience. Bids must be clearly labeled "Professional Services for Rural Hill Bridge—Superstructure Replacement" and shall be sealed when submitted. Bids shall be mailed or delivered to the City of Northville 215 W. Main St, Northville, MI 48167. Bids are considered received when <u>in the possession of the City Clerk's office</u>. It is the proposer's responsibility to ensure that bids are received in the proper location.
- **B. OFFICIAL DOCUMENTS:** The City of Northville, Michigan officially distributes bid documents from the Financial Services Department through the Michigan Intergovernmental Trade Network (MITN). Official documents can be obtained on-line at www.bidnetdirect.com/mitn.
- c. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS: Any interpretation to a proposer regarding the Bid or any part thereof is valid only if given by the Director of Public Works. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the Director of Public Works. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquires received that are not made in a timely fashion may or may not be considered. Any inquiries related to bid or product specifications should be sent to the Director of Public Works.
- **D. CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid will be posted on the MITN website and will also be on file in the City Clerk's Office. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.
- **E. ALTERNATES:** Proposers are cautioned that any alternate bid, unless requested by the City, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.
- **F. AWARD:** The contract will be awarded to that responsible, responsive firm whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. *The City reserves the right to accept or reject any or all bids, in part or whole and*

to waive informalities and minor irregularities in bids received. Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Proposers may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Proposer's intent.

- **G. WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- **H. DEFAULT:** No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due the City.
- I. TO COMPLY: For failure to deliver or perform in accord with the accepted bid, the City may consider the contractor in default and take steps to protect the City's interest. The City may, without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.
- J. NON-COLLUSION CLAUSE: By signing and submitting this bid, proposer states that his bid is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.
- K. NON-DISCRIMINATION CLAUSE: By signing and submitting this bid for consideration of an award by the City of Northville, the contractor and any subcontractor covenants not to discriminate against an employee or applicant for 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 disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

## **REQUEST FOR PROPOSALS (RFP)**

## Professional Services for Rural Hill Bridge-Superstructure Replacement

#### BACKGROUND / OVERVIEW

The City of Northville is seeking engineering design services for Rural Hill Drive Bridge Superstructure Replacement. The City objective is to replace the deteriorated bridge. Rural Hill Bridge is the only entrance into the only active Rural Hill Cemetery in the City of Northville. The bridge encounters daily vehicle and foot traffic throughout the year.

Since 2016, the City identified that the bridge on Rural Hill Drive needs to be significantly rehabilitated or replaced. In 2022 a resolution by City Council and application was submitted to MDOT for 2025 funding. The City has secured funding through the MDOT Local Bridge Program.

This project involves the replacement of the superstructure on the single span precast concrete double t-beam bridge structure carrying Rural Hill Drive over Johnson Drain in the City of Northville. It is anticipated that the proposed superstructure will consist of a prefabricated timber structure. This structure will reduce construction time and will blend in with the surrounding area aesthetically. The cross section of the bridge is proposed to accommodate two 10-foot lanes and 2-foot shoulders for a total clear roadway width of 24-feet.

Questions regarding this RFP shall be submitted via e-mail, on or before October 19, 2023, at 1:00 pm, local time, and should be addressed to, Mike Domine, Director of Public Works, at and <a href="mailto:mdomine@ci.northville.mi.us">mdomine@ci.northville.mi.us</a>. Responses to questions will be posted as an addendum and incorporated into the terms and specifications of this RFP.

#### **SCOPE OF WORK**

Services sought by this Request for Proposal generally include, but are not limited to:

- 1. **Document Existing Conditions:** Topographic survey shall be performed beyond edge of pavement along Rural Hill Drive split equally north and south of the existing bridge. This will include utilities, road surface, isolated trees over 3 inches or tree lines in dense vegetation areas, fences, property irons (if visible), roadside drainage features and other pertinent features. Enough topo and/or monuments shall be obtained to determine the existing ROW.
- **2. Identify Right-of-Way Issues:** This project may require temporary grading permits/easements, temporary construction permits/easements, and permanent easements. The consultant will identify the type, location and scope of any required permits or easements and map that information.
- **3. Identify Utility Conflicts:** Identify and discuss all public and private underground and overhead utilities. Include a preliminary assessment of whether any relocation will be required. The assessment should include identification of owners potentially impacted by utilities. Seasonal Water Pipe currently installed under the Bridge.

## 4. Identify Natural and Cultural Resource Constraints and Permitting

**Requirements:** Review natural and cultural resource issues including wetlands, surface waters, flora/fauna, endangered species, storm water, hazardous material sites, forest land, historic, archaeological and architectural resources and agricultural lands. Assess the impact of future stream instability, and evaluate scour and adverse flow conditions. Identify potential impacts on these resources and permitting requirements. When possible, documentation from appropriate state and federal agencies should be included to summarize the extent to which resources may or may not be impacted. The consultant will identify any permits that will likely be needed for the project

- **5. Historical:** Provide required documentation to complete the NEPA form 5326 to get State Historic Preservation Office clearance.
- **6. Testing:** Provide asbestos testing of the existing bridge.
- **7. Superstructure Replacement Design:** The superstructure type for this location is anticipated to be a prefabricated timber bridge. Depth of the superstructure, speed of construction and aesthetics of the surrounding area are key factors in determining the cost-effective superstructure replacement option. The bridge design should include the following phases:

## **Prepare Conceptual Design**

- Evaluate roadway slope limits for profiles to prepare temporary grading easements.
- Evaluate limits of slope stabilization.
- Prepare ROW parcel exhibits for up to two (2) parcels for impacts due to grading and possible widening of the approaches and bridge.

## **Prepare Preliminary Design**

- Preliminary General Plan of Site and General Plan of Structure plans including modifications to wingwalls and abutments and limits and methods of slope stabilization.
- Prepare preliminary sections for approach treatments to minimize wetland and ROW impacts.
- Submit Preliminary Plans, Special Provisions, opinion of probable cost to the City for review, prior to submittal to MDOT for Grade Inspection.
- Attend MDOT Grade Inspection (assumed to be virtual)
- Utility coordination and attend up to three utility meetings.

## **Prepare Final Design**

- Provide detailed plans for abutment modification, beams, superstructure, steel reinforcement, slope stabilization and scour countermeasures (if required).
- Special Details, and Special Provisions.
- Final opinion of probable cost.
- Final plans including details for approach treatments.
- **8. Roadway Approach Work:** The roadway work should only include the minimum length necessary to match into the existing roadway with a 25-mph design speed and

to match the proposed bridge deck. We expect roadway construction limits will be kept to within 50 feet each direction from the bridge.

9. Plans, Specs, and Opinion of Probable Cost Package: Specifications and pay items should follow the 2020 MDOT Standard Specifications for Construction and be supplemented with Special Provisions (MDOT Frequently Used Special Provisions, Previously Approved Special Provisions, etc.) to accommodate common work that is not covered by the standard specifications. Special Provisions that are unique to the project will be authored by the project team for review and approval by MDOT during the review process. Opinions of Probable Cost estimates will be prepared and submitted at the project milestones. Unit prices for these estimates will be based on MDOT's Average Unit Price reports and our experience with projects of this type.

This project will be funded through the MDOT Local Bridge Program and will be administered through MDOT LAP. The plan package should be in accordance with MDOT LAP plan preparation guidelines.

Set of plans should be submitted to the City, and other agencies listed below to review at the following milestones:

**Pre-GI plans**: A set of GI-level plans for the City review. Comments received from this review will be incorporated into the GI plans to be sent to MDOT.

**MDOT GI Plans:** A GI package to MDOT for their review and comment. The package should include plans, unique project special provisions, the MDOT Local Agency Work Zone Safety & Mobility Worksheet and opinion of probable cost.

**Final Plans:** The final package to MDOT. The package should include plans, unique project special provisions, and a MERL xml file of the opinion of probable cost.

**Review Meetings**: The selected consultants must attend a review meeting at the conclusion of the review period for the GI plans to gather comments. A total of one plan review meeting is assumed.

**Final deliverables** package includes cad files and design calculations.

**10.** Work Zone Safety and Mobility and Maintenance of Traffic: Selected consultant must follow the "MDOT Work Zone Safety and Mobility Guide for Local Agencies". No detour is possible due to no other points of access beyond the bridge.

As part of this section, must investigate part width construction options to allow for pedestrian and maintenance equipment access and discuss the implications with the City. It is assumed that no more than 7' clear width access will be necessary.

- **11. Permits, Forms and Applications** The following permits are expected within the scope of this project.
  - Prepare and submit an EGLE Joint Permit Application for the bridge replacement, 100-year floodplain fill, and wetland impacts. The proposed geometry will largely be driven by the goal of keeping wetland and ROW impacts to a minimum.
  - Prepare and submit the NEPA form (5323) to MDOT.
  - Prepare and submit the Program Application to MDOT.
  - Investigate the need for an FAA permit and apply for the permit if necessary.
  - Prepare and submit the SHPO S106 application to MDOT for approval.
- **12. Schedule:** The schedule is targeting final plan submittal to MDOT in **October 2024** for a **January 2025** letting.
  - Survey and design kickoff: January 2024
  - NEPA and SHPO documentation to MDOT: February 2024
  - GI Submittal to the City for review: June 2024
  - GI Submittal to MDOT: July 2024
  - GI Meeting: August 2024
  - Final Plans to the City for review: September 2024
  - Final Plans to MDOT: October 2024
  - Letting Date: January 2025

## **GENERAL PROPOSAL REQUIREMENTS**

The specifications outlined in this RFP will be made a part of any agreement entered into between the City and the selected individual or firm. All bidders should follow the format specified below. Applicants should base their proposals on the details of this RFP, specifically the detailed information provided in "Scope of Work" section, along with any information provided in any written addenda that may be issued. The proposal should include a project description and specific tools, techniques, approach to be used to complete the work on schedule. The proposal should be concise and provided in 8 ½ x 11-page size for both electronic and paper format.

- 1. <u>Cover Page</u>: The proposal shall include the RFP Title, date of submittal, company name, address, electronic-mail, and telephone numbers. This page should also include the main point of contact.
- 2. <u>Work Plan and Deliverables</u>: A description of the consultant's understanding of the project objectives, outcomes, and vision, and how these will be achieved. Include a detailed project methodology explaining each project task, including what will be expected of the consultant and the City with respect to each task. This section shall address all the activities outlined in this RFP, especially in "Scope of Work" section and

the deliverables that will be provided for this project. A timeline for project completion must be included in the proposal.

- 3. <u>Local Knowledge</u>: Describe any previous experience your firm has with conducting work in the City, or projects of similar size and scope and their related Bridge Replacements in Michigan.
- 4. Resume and Qualifications: Identify the personnel to be assigned to the project, along with a description of their experience and qualifications. and a copy of their resume. Include any specific information describing the qualifications of other personnel who will be providing administrative and technical support, if any. Disclose any conflicts or perceived conflicts of interest with City employees, City Council or other board members including the name of person(s) and the nature of the conflict.
- 5. Pricing: The proposal shall include a complete scope of services and all associated costs and an explanation of how fees are calculated. Work performed by authorized subcontractors should be itemized. Provide an estimate of hours needed to complete the services outline in the scope of work, and the not-to-exceed amount for each task. The proposal shall include a project maximum price proposed for a not-to-exceed total cost. Identify the number of meetings necessary to complete the work, both with City staff and public meetings, including hourly cost for additional meetings and include any travel expenses, if required.
- 6. <u>Proposal Form</u>: The bidder will complete the proposal form included with this RFP. Failure to include this form will result in the proposal being considered non-responsive and rejected.
- 7. <u>Additional Attachments</u>: All other attachments, e.g. required forms, company information, etc. or any additional information to be included with the proposal. Provide any additional information you would like the City to consider in a clear and concise format.

## **SELECTION PROCESS**

The City will make its selection based on its review of the proposals submitted. The criteria will include qualifications, experience, fee structure, and ability to meet the needs of the City. The City of Northville reserves the right to reject any or all the proposals, and to waive informalities in the proposals or the proposal process. The City may interview bidder(s) prior to selection. The City further reserves the right to award the contract to other than the lowest bidder

if such action is deemed to be in the best interest of the City. The City reserves the right to consider other factors not named here in making its decision.

## **SUBCONTRACTS**

Any subcontracted services proposed by the bidder shall be described and information provided as to the nature of the services the subcontractor provides as it relates to this proposal. The bidder shall include the name of the subcontractor, describe prior business relationships with these firms, the experience and qualifications of said entities, and describe methods the contractor will employ to manage the subcontractor. The financial and legal relationship between the bidder and the subcontractor must be described in the proposal and approved by the City prior to initiation of a contract. Bidders and their subcontractors must comply with all confidentiality laws and will be responsible for standard insurance requirements, which are part of these specifications.

## **SUBMITTAL INSTRUCTIONS**

Proposals will be received until 10:30 am local time on November 1, 2023 at the Northville City Hall, City Clerk's Office, 215 W. Main Street Northville, MI 48167, at which time and place the bids will be opened. All submittals shall be in a sealed, clearly marked envelope. Envelopes should indicate the name of the bidder and "Professional Services for Rural Hill Bridge—Superstructure Replacement".

Submittals shall consist of one clearly marked original and one copy of response which shall be signed and submitted to the Clerk's Office no later than the time and date specified in this solicitation. Timely submission of the response is the responsibility of the bidder. An electronic PDF version of the entire proposal package must be provided upon request after the submittal deadline.

Bids submitted may not be withdrawn or modified for 60 days following the date on which they are opened by the City Clerk.

The City of Northville reserves the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the City, to waive irregularities in any proposal, and to accept a proposal which best meets the needs of the City irrespective of the bid price.

This Request for Proposals is not an offer of contract. Receipt of a proposal neither commits the City to award a contract to any party, even if all requirements stated in this proposal are met, nor limits the City's right to negotiate in its best interest. The City reserves the right to contract with a bidder whose proposal is determined to be in its best interests. The City reserves the right to reject any and all offers received. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.

Expenses incurred in the preparation of proposals in response to this Request for Proposals are the bidder's responsibility. No work performed by the selected contractor that is out of the scope as defined by the contractor's proposal will be reimbursed unless specifically authorized by the City in writing.

All proposals are subject to the Michigan Freedom of Information Act. Once bids are opened, the information contained therein becomes accessible by the public.

#### TAXES, TERMS, AND CONDITIONS

The City of Northville is exempt from Federal Excise, State Sales Tax, and Personal Property Tax.

If awarded the contract, the company will be required to perform the scope of work as described in this RFP and any written addendum, unless departure or substitution is clearly noted and described in the proposal. The City reserves the right to determine if a service being proposed is equal to the specified service requested.

In the case of default by the contractor, the City may procure services from other sources and hold the company responsible for any excess costs incurred. In case of error by the company, the City may, by discretion upon presentation of a written explanation by the company substantiating the error, reject the Contract and award to the next qualified company. Such error may be subject to default conditions.

#### **OUESTIONS**

Questions regarding this Request for Proposals shall be directed, in writing, to Mike Domine, Director of Public Works, 215 W. Main Street, or by email at mdomine@ci.northville.mi.us not later than October 19, 2023 1:00 pm local time. All questions will be answered in writing, via email response to the sender, and posted as an addendum to the RFP.

## **BID FORM**

## **RFP**

## Professional Services for Rural Hill Bridge over Johnson Drain - Superstructure Replacement

Proposal Issued October 19, 2023

The Undersigned hereby offers and agrees to furnish the service in compliance with all terms, scope of work, conditions, specifications, and addenda in the RFP.

Addenda: The Undersigned has read and understands the RFP with all exhibits thereto, together with any written addendum issued in connection with any of the above. The Undersigned hereby acknowledges receipt of the following addenda:

(write "none" or "n/a	" if none)				
Company Name:					
Street Address:					
City:	State:	Zip Code:			
Contact Name:					
Office Phone:	Cell/Alternate	Cell/Alternate Phone:			
Email:					
_ ,	the City, for the term stat	by agrees to be obligated, if selected to ed herein, and to enter into an Agreement addenda as specified above.			
compliance with these requir	rements, and if awarded a	uirements of the RFP and will be in contract, the respondent is currently and of the City's Charter and Code of			
I certify, under penalty of pe	rjury, that I have the legal	authorization to bind the firm hereunder:			
Authorized Signature:		Date:			
Printed Name/Title:					

## **APPENDIX A**

#### INDEMNITY AND INSURANCE

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Owner, its employees, elected and appointed officials, agents, and volunteers from and against any and all claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorneys' fees and cost of defense), proceedings, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and / or any activity associated with the work of the contractor, its agents, employees, subcontractors, or subconsultants.

Nothing in this agreement requires the Contractor to defend and/ or indemnify the Owner for claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), proceedings, orders, and decrees caused by, arising out of, or resulting from the sole negligence of the Owner, its employees, elected and appointed officials, agents, and volunteers, or for any amount greater than the degree of fault of the contractor and that of his or her respective subconsultants or subcontractors. The obligation of the contractor to defend, indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within fifteen (15) working days of Notice of Award, Certificates of Insurance as well as **required endorsements** providing insurance coverage as follows:

- (A) Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (B) Comprehensive General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent, including Explosion, Collapse, and underground (XCU), if applicable.
- (C) Automobile Liability Insurance Including Michigan No-Fault Coverage's with limits of liability no less than \$1,000,000 per occurrence, combined single limit for bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.
- (D) Professional Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. If this policy is claims made form, then the Firm shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.

- (E) Additional Insured Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insured: The City of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Northville as additional insured coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.
- (F) Cancellation Notices All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Michael Smith, Clerk, Cit of Northville, 215 W. Main Street, Northville, Michigan 48167.
- (G) Proof of Insurance The contractor shall provide the Owner at the time that the contracts are returned by him/her for execution, a copy of Certificates of Insurance as well as **required endorsements** for all coverage's as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the Owner at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Owner. The requirement above should not be interpreted t limit the liability of the contractor. All deductibles and SIR's are the responsibility of the Contractor.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractors or to provide evidence that each subcontractor carries such insurance in like amount showing the City of Northville as "ADDITIONAL INSURED" prior to the time such subcontractor proceeds to perform under the contract.