

**Request for Proposal (RFP)  
City of Menominee**

**Design Engineering Services**

**Road Reconstruction Project**

**13<sup>th</sup> Street from 34<sup>th</sup> Ave to 38<sup>th</sup> Ave**

**March 15, 2018**

**1.0 SUMMARY**

1.1 Request for Proposals: Professional Design Consultants with proven experience and expertise in road and utility design and developing bid documents in accordance with MDOT roadway reconstruction requirements are invited to submit proposals for the reconstruction of **13<sup>th</sup> Street from 34<sup>th</sup> Ave to 38<sup>th</sup> Ave** in Menominee, MI.

1.2 The Request for Proposal (RFP) does not constitute a contract for services performed or to be performed. Following the selection of the successful consultant, the City of Menominee (hereafter referred to as "City"), and the Consultant will negotiate a contract including a full scope of services. If there are any questions and/or to schedule a site visit, contact the City Engineer, Valerie Mellon at (906) 290-0298.

1.3 Services To Be Performed: The Consultant's services will consist of providing all necessary labor, equipment and materials for the completion of design and bid documents for this project.

The following is the scope of service and specifications:

1.3.1 Examine existing roadway to determine necessary removal limits for installation of new aggregate base and pavement and to provide adequate pavement drainage and successfully mitigate any adjacent ponding in order to provide a safe and attractive improvement of the existing infrastructure.

**PROJECT** is defined as follows:

Complete reconstruction of 13<sup>th</sup> Street from 34<sup>th</sup> Ave to 38<sup>th</sup> Ave, where the existing roadway dimensions are 45' wide from Curb Face to Curb Face for an overall length of 0.17 miles (4 city blocks) through a residential area with numerous driveways.

Televising of the existing sanitary sewers was recently performed with the general results available upon request. A preliminary cost estimate for both water and sewer improvements is included as Attachment A.

Sewer conditions for 3 blocks of the project are generally good with some spot repairs needed. Complete replacement of 5 manholes is required due to severe deterioration and numerous missing bricks. Complete sewer replacement is expected for the block from 36<sup>th</sup> Avenue to 37<sup>th</sup> Avenue. The chosen CONSULTANT will be expected to review the televising in detail and make recommendations regarding necessary replacement segments.

Only one block of the project from 35<sup>th</sup> Avenue to 36<sup>th</sup> Avenue has existing storm sewer located along 13<sup>th</sup> Street. This existing storm sewer is believed to be in good condition since it is concrete pipe and approximately 25 years old. There are storm inlets at the intersections of 36<sup>th</sup> Avenue and 38<sup>th</sup> Avenue which will provide drainage for the remainder of the street. The chosen CONSULTANT will be expected to review the conditions of the existing inlets and manholes to make recommendations regarding necessary replacements.

The existing water main from 34<sup>th</sup> Avenue to 36<sup>th</sup> Avenue is 8" diameter ductile iron pipe originally constructed in 1997 which will remain and does not have a history of breaks. The services in this two block area are copper, and therefore likely not needed to be replaced, but some curb stops are the old "buffalo box" style which will need replacement. The valves have been inspected and replacement is needed for one valve.

The existing water main from 36<sup>th</sup> Avenue to 38<sup>th</sup> Avenue is 6" diameter cast iron pipe that is 70 years old and will need to be replaced with 8" diameter ductile iron and also new services installed. Installation of another valve is needed and the hydrants will need replacement.

Sidewalk replacement is included in the project if justified to accommodate proposed street grades or to eliminate trip hazards.

The CONSULTANT shall develop bidding documents in accordance with MDOT requirements to:

- 1.3.2 Remove and replace entire roadway surface and any necessary areas of deteriorated base materials or utilities.
- 1.3.3 Furnish and install new materials to match dimensions of existing roadway and in accordance with specifications.
- 1.3.4 Restore damaged lawn areas and remove and dispose of all debris associated with the work.

## 2.0 BACKGROUND

2.1 City's Purpose of the Roadway Reconstruction Project is to replace the existing asphalt pavement to provide a safe, well-draining and attractive roadway that will provide a minimum of 25 years of service. Various alternatives will be considered and award made according to allowable budget constraints.

2.2 The existing roadway functioned as the main detour route for the US-41 corridor reconstruction and the resulting deterioration from heavy traffic usage qualified it for funding through the MDOT Small Urban Program for FY 2019. **This requires complete bidding documents be prepared for a January 2019 letting.**

## 3.0 OBJECTIVES AND ENVISIONED SCOPE OF PROJECT

3.1 Objectives: The key objective of this project is to replace the roadway surface of 13<sup>th</sup> Street within the existing footprint from 34<sup>th</sup> Avenue through the intersection with 38<sup>th</sup> Avenue and any of the failing portions of the utilities beneath it.

3.2 Envisioned Scope of Project: The City envisions the following minimum scope of services for the project:

3.2.1 Task 1 – Attend initial meeting for the consultant to examine the existing roadway and utilities and confirm replacement of the areas of known sewer deterioration from the televising which was performed in 2018. Discuss the schedule and scope of the project as outlined in the proposal.

3.2.2 Task 2 – Design and prepare studies, preliminary plans, final plans, specifications, quantity sheets, estimates of cost, and do other related work necessary to develop the complete design for the PROJECT. Also perform right-of-way requirements, recommendations, land surveys and computations. Right-of-way instruments such as any temporary grading

easements for construction are to be shown by the CONSULTANT on the construction plans. Boring and supplemental specialized services, as required, are to be made by others under the CONSULTANT supervision.

- 3.2.3 Task 3 - Submit for approval by the City and MDOT, studies and preliminary plans showing the proposed layouts of the PROJECT in order to confirm DESIGN SERVICES are in accordance with the applicable codes and practices of the City and the Michigan Department of Transportation (MDOT) and the Federal Highway Administration (FHWA).
- 3.2.4 Task 4 - After approval and acceptance of the studies and preliminary plans and preliminary cost estimates by the City of Menominee and MDOT; prepare and submit complete bidding documents to include; detailed construction plans (final plans), supplemental specifications, estimates of quantities, design calculations if requested, and engineers final estimates of cost for all necessary construction and other work, such as utility relocations, included in the complete design of the PROJECT.
- 3.2.5 Task 5 - During the preparation of the plans, make such changes and revisions in said plans and supporting material as are considered necessary and desirable by the City and MDOT to assure conformance of plans to good design and standard practices, and to have said plans and other material in proper form for receiving bids.
- 3.2.6 Task 6 - During the construction phase, make all corrections and alterations in the detailed plans for the PROJECT as may be deemed necessary by the City and MDOT as a result of errors and omissions. The CONSULTANT and the City specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, that the CONSULTANT will be held responsible with no cost to the City.
- 3.2.7 Task 7 – After award of the construction contract to the low bidder, check all shop drawing details for items of construction, as may be submitted to the City for approval by the City and the MDOT in order to insure compliance with plans and specifications.
- 3.2.8 Task 8 - Supply all materials, including incidental or additional copies of bid documents or construction plans.
- 3.2.9 Task 9 - During the performance of the SERVICES, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the City while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.

- 3.2.10 Task 10 - During the Construction Phase of the Project, perform Construction Inspection, Survey, Materials Testing and Certification and Documentation SERVICES in accordance with MDOT LAP requirements.
- 3.2.11 Record all project Inspection Records (IDRs), Pay Items, quantities and Contract Modification Documentation using MDOT's Field Manager Software.
- 3.2.12 Task 11 - Attend conferences and make such trips to the offices of the City and to the site of the work to confer with representative of the City or MDOT or the FHWA as may be necessary in the carrying out of the work under this contract.
- 3.2.13 Task 12 - Follow standard accounting practices and permit representatives of the City and the MDOT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.
- a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the RECORDS. Separate accounts shall be established and maintained for all costs incurred under this Contract.
- b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid or state aid made by the MDOT to the City under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. The City or MDOT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
- 3.3 **Schedule for Completion** The CONSULTANT agrees to maintain a sufficient number of qualified employees available to complete the design of the PROJECT and to **submit prints of the preliminary plans for the review of the City and the MDOT by August 13, 2018**, and further submit the ROW Certification, Permits, final plans, proposal and cost estimate to the City within six (6) weeks after receipt of the review comments. **The project bid documents must be complete for an MDOT**

**January 2019 letting.** The date, as specified and determined, will be considered as the latest date for acceptable submission of plans unless an extension of time is approved by the City and MDOT.

- 3.4 The CONSULTANT agrees to permit the City, MDOT and the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
- 3.5 Commence SERVICE only upon receipt of written notice from the City Engineer that the CONSULTANTS SERVICES are desired.
- 3.6 The CONSULTANT shall have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the City.
- 3.7 Upon completion of the **design** of the PROJECT and final approval thereof by the City and MDOT, deliver to the City the following:
  - a. One (1) set of final construction plans which meet current MDOT standards concerning appropriate scale of drawing, and type of electronic files and/or reproducible drawing materials.
  - b. One (1) reproducible copy of the Special Provisions.
  - c. One (1) set Supplemental Specifications indicating the appropriate items for the PROJECT.
  - d. One (1) set of estimates of construction cost.
  - e. One (1) set of reproducible design calculations, if requested.
  - f. Upon request by the City, make available thereto, all notes used in the preparation of the plans, supplemental specifications, and cost estimates.
- 3.8 Upon completion of the **construction** of the PROJECT and final approval thereof by the City and MDOT, deliver to the City the following:
  - a. One (1) set of final as-built construction plans which meet current MDOT standards concerning appropriate scale of drawing, and type of electronic files and/or reproducible drawing materials.
  - b. One (1) set of final construction costs with separate sub-totals for road and storm sewer work, sanitary sewer work and water main work.

c. One (1) set of detail sketches showing dimensions and locations of underground water service and sewer lateral connections to the mains.

d. One (1) set of MDOT File Review documentation showing MDOT approval of all construction materials, certifications and testing items.

#### **4.0 OTHER REQUIREMENTS:**

4.1 Insurance Requirements: Any contract entered into as a result of this RFP may require the Consultant to obtain and maintain a minimum of \$1,000,000 of insurance coverage. Without limiting any liabilities or other obligations of proposer, successful proposers performing as independent contractors hereunder, shall be fully responsible for providing Worker's Compensation, General Liability, Professional Liability, and Automotive Liability coverage.

The successful proposer must provide a Certificate of Insurance within fifteen (15) calendar days after notification of award. Certification must include: name and address of insurance company (must be authorized to conduct business in the State of Michigan or be named on the List of Authorized Insurance Agencies maintained by the Michigan Department of Insurance), policy number, and liability coverage and amounts.

4.2 Liquidated Damages: If the Consultant does not meet the project completion date that is agreed upon in the contract, the Consultant shall satisfy obligations of the contract with the City at the Consultant's expense with damages of \$150.00 per day past the contract completion date. The Consultant can request time extensions (in writing) at least fifteen (15) days in advance of the deadline. The City reserves the right not to grant the requested time extension, in which case the penalties would still apply. The liquidated damages clause shall also apply to the intermediate contract milestones dates, as well as the ending contract date.

#### **5.0 SUBMITTAL REQUIREMENTS**

5.1 General: Please submit one original and two copies (total of three copies) of the RFP proposal in a sealed envelope, no later than **3:00 PM on April 26, 2018** to the attention of:

Kathleen Brofka  
City Clerk/Treasurer  
2511 10<sup>th</sup> Street Menominee, MI 49858

\*\*emailed proposals are welcomed at kbrofka@cityofmenominee.net

In the interest of fairness to all proposing consultants and to facilitate timely review of all the proposals by the City, proposals received after the scheduled receipt time stated above will not be accepted and will be returned to the sender marked "LATE". All proposals received on time become the property of the City and will not be returned.

5.2 Proposal Organization: To facilitate the City's objective review of the proposals from different Consultants, the Consultants are requested to organize the main document as follows. If the Consultant wishes to submit additional information in support of or to strengthen the proposal, please provide such information separately in Appendices.

5.2.1 A letter on company letterhead indicating that the proposal represents an offer by the firm to provide services for the stated fee according to the stated schedule. A Principal of the firm authorized to commit the firm must sign the letter.

5.2.2 Table of Contents

5.2.3 Information of the following topics:

**5.2.3.1 Executive Summary**: Should address the highlights of the proposal, along with the strengths and special expertise of the firm and a list of several references for successful installation of the same type of masonry construction as this project.

**5.2.3.2 Technical Proposal**: Identify and describe the services to be provided and the approach/methodology proposed to be used.

**5.2.3.3 Cost Proposal**: Please provide the cost of the proposed services based on the proposed scope of work and project deliverables. The project cost should be sufficiently detailed and include breakdowns (of both time and materials) for the various tasks and deliverables. Provide a separate spreadsheet for both Design Engineering Services and Construction Engineering Services.

**5.2.3.4 Schedule**: Please provide the proposed time schedule for the completion of the project.



**5.2.3.5 Terms and Conditions of the Contract:** The City proposes to use the chosen CONSULTANT's standard version of the contract for professional services. This information shall be provided by the successful proposer during contract and scope negotiations. The CONSULTANT should include a copy of their intended contract and should identify any special or unusual contract conditions or limitations in order to advise the City in this section of the proposal.

**5.2.3.6 Basis of Compensation:** The City requests a Fee Schedule with flat fee sum amounts for the CONSULTANT compensation for this project.

The compensation will be calculated on the basis of actual hours charged resulting in actual labor hour cost plus direct costs plus overhead plus a fixed fee (profit) amount.

The actual labor hour cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.

Direct Costs include actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

Overhead cost shall include those costs which, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to the labor cost is 2%.

The fixed fee (profit) amount shall not exceed 5%.

Progress payments may be made for reimbursement of amounts earned to date and shall include labor costs, other direct costs, calculated amounts for overhead rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES.

Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the City. Partial payments shall be made only once a month.

## **6.0 SELECTION OF CONSULTANT**

6.1 General: This RFP does not commit the City to enter into agreement, to pay any costs incurred in the preparation of a proposal in response to this request or in subsequent negotiations, or to procure a contract for the project. The City will require the selected proposer, if any, to participate in negotiations and to submit such cost, technical and/or other revisions to the proposals as may result from negotiations. The City reserves the right to perform all or some of the services described in this RFP with its own work force.

6.2 Selection Criteria: Proposals will be evaluated, scored, and ranked based upon the following criteria. It is not envisioned that interviews will be a requirement for selection of the Consultant for this project. However, the City reserves the right to request an interview for any potential Consultants during the selection process. Should the City see the need to interview potential Consultants, the potential Consultants will be notified as early as possible in the proposal review process, and selection schedules adjusted accordingly.

- 6.2.1 Responsiveness to the City's RFP;
- 6.2.2 Relevant experience, expertise, and qualifications of the firm and experience with MDOT bid specifications and bid document requirements;
- 6.2.3 Technical proposal;
- 6.2.4 Cost estimate for complete bid documents;
- 6.2.5 Availability and ability to meet schedule;
- 6.2.6 Any special or unusual Terms and Conditions for the contract.

6.3 Schedule for the Selection Process: The following is the anticipated schedule for the Consultant Selection Process.

<u>Item</u>	<u>Date</u>
City issues RFP	3/16/2018
Completed Proposals due to City	Must be received by Kathleen Brofka no later than 3:00 PM on 4/26/2018.
City Manager Awards Contract	
Submittal by the selected Consultant to the City of complete and signed Contract documents.	On or before 5/25/2018
Consultant Completion of MDOT Bidding Documents for Bid Letting	Bid Letting January 2019

Attachment A  
Preliminary Cost Estimate for Utility Reconstruction  
13<sup>th</sup> Street from 34<sup>th</sup> Avenue to 38<sup>th</sup> Avenue

<b>Sanitary Sewer Improvements- Cost Estimate</b>				Amount	Units	Cost	Total
<u>Work Items</u>							
Remove manhole and				5	EACH	\$750	\$3,750
Install new manhole				5	EACH	\$4,950	\$24,750
Remove 485' of 8" main				485	LFT	\$75	\$36,375
Install 485' of 8" main				485	LFT	\$50	\$24,250
Install short service – (4) estimate				60	LFT	\$32	\$1,920
Install long service – (5) estimate				150	LFT	\$35	\$5,250
Dig Down for Spot Replacement of Main– (5) locations estimated				5	EACH	\$245	\$1,225
38 <sup>th</sup> Ave Intersection Main Replacement				1	LSUM	\$1,980	\$1,980
							\$99,500

<b>Water Main Improvements- Cost Estimate</b>				Amount	Units	Cost	Total
<u>Work Items</u>							
Remove 8 " valve and				1	EACH	\$500	\$ 500
Install 8" valve				1	EACH	\$1,550	\$ 1,550
Remove 655' of 6" main				655	LFT	\$10	\$ 6,550
Install 655' of 8" main				655	LFT	\$53	\$34,715
Remove Hydrant and				1	EACH	\$500	\$ 500
Install Hydrant (modified; includes "t", valve and needed fittings)				1	EACH	\$6,460	\$ 6,460
Remove 6" T and				1	EACH	\$500	\$ 500
Install 6"x8" T				1	EACH	\$300	\$ 300
Install 8" Valve				1	EACH	\$1,550	\$ 1,550
Install short service – (2) estimate				2	EACH	\$1,555	\$ 3,110
Install long service – (2) estimate				2	EACH	\$1,655	\$ 3,310
Replace Curb Stop, Box and Rod –(2) estimate				2	EACH	\$245	\$ 490
Tap main includes Corp – (17) estimate				17	EACH	\$190	\$ 3,230
38 <sup>th</sup> Ave Intersection Main Replacement				1	LSUM	\$4,970	\$ 4,970
							\$67,735