



**CITY OF GIBRALTAR
ANNUAL BRIDGE INSPECTION PROGRAM
REQUEST FOR PROPOSALS 2024-2026**

Proposal Due Date:

**Thursday February, 8 2024 10:00 a.m.
local time**

Issued by:

City of Gibraltar
29450 Munro
Gibraltar, MI 48173

Pre bid Meeting January, 12 2024 11:00 am.
Location: 29450 Munro Gibraltar, MI 48173

1.0 PURPOSE

The City of Gibraltar is soliciting proposals from experienced engineering firms for the purpose of entering into contract(s) to provide professional engineering services for annual above water and below water bridge inspections, bridge load rating analysis, scour analysis and on a project related basis, additionally, they may be asked to conduct all engineering related to bridge repair and reconstruction.

2.0 BACKGROUND

In accordance with federal requirements, each bridge under the City of Gibraltar's jurisdiction is to be periodically inspected and the results reported in accordance with Federal Highway Administration (FHWA), National Bridge Inspection (NBI) standards, and MDOT Bridge Analysis Guide requirements. Currently, the City of Gibraltar Bridge inventory is scheduled so that inspections of a portion of our bridges are required each year. Thus, annual inspections will be conducted within the City.

The City of Gibraltar has recently had most of its bridges load rated and complies with MDOT's current Tiered, Load Rating Prioritization requirements. The City of Gibraltar's intent is to satisfy all annual bridge inspection requirements and to remain compliant with annual bridge

Mandates. In 2024, the underwater inspections for 3 structures (11994, 11995, 12496) are due. Also, in 2024, routine inspections for 3 structures (12496, 11997, 12495) are due. Moreover, 3 scour actions are due (12495, 11997, 12496).

inspection requirements as well as remain current with MDOT's Tiered Load Rating

3.0 OWNER

City of Gibraltar
29450 Munro
Gibraltar MI 48173

4.1 SCOPE OF SERVICES

4.2 Overview

The successful engineering firm (Consultant) will be responsible for providing bridge inspection including above water, below-water, and load rating utilizing load & resistance factor rating (LRFR) methods), and other services "as needed". The Consultant will work under the direction of the City Administrator. Bridge inspections shall include, but are not limited to, mandated inspections of 8 bridges (see Appendix A) within the confines of the City of Gibraltar. The annual inspections are to be completed and submitted to MDOT on or before the required dates mandated by MDOT.

If requested, or in the event of an emergency, the successful engineering firm (Consultant) will be responsible for providing all necessary engineering support for any and all bridge construction design, contracting, bidding, project management, permitting, etc., necessary for the replacement/repair of bridge types located within the City of Gibraltar.

The successful engineering firm (Consultant) will be responsible to provide the City estimates of annual inspection costs required for the next fiscal year to assist in budgeting. The successful engineering firm will assist the City with capital improvement recommendations and cost estimates as requested by the City. The Consultant will also be responsible for prioritizing and making suggestions for recommended repairs/construction annually.

The successful engineering firm (Consultant) will assist with grant writing in attempts on behalf of the City to solicit and procure funding for necessary infrastructure projects.

The successful consultant team selected must possess the following qualifications:

- Documented experience in the safety inspection of bridges.
- Documented experience related to all facets of construction as indicated above, for projects similar in scope to those within the City of Gibraltar.
- Employee a Licensed Professional Engineer (s), licensed to practice in the State of Michigan.
- The ability to input bridge inspection data into the internet-based Michigan Bridge Inspection System (MiBridge).
- Completed the FHWA approved bridge inspection training per 23 CFR Part 650 and any other training relevant for job performance.
- Capable of conducting both above and underwater inspections.

4.3 Above Water Inspections- Scope of Work Detail

The Consultant shall:

1. Observations and Measurements

The Consultant shall visit the bridge site and evaluate the structure according to the current and applicable NBI standards, NBE standards, and MDOT bridge inspection policies. This will be performed with a visual inspection and non-destructive tests utilizing proper safety measures. The inspection process may not require a lot of testing but sounding concrete for delamination, checking for suspected cracks in steel and measuring for section loss in areas of heavy corrosion is required.

The Consultant shall clean, as necessary, to observe all of the bridge elements and record their findings in red ink on the appropriate inspection report. This information will then be entered immediately into the Michigan Bridge Inspection System. There must be sufficient comments for each element to outline its condition and to justify the rating given. Some previous reports may not have complete comments. The lack of previous information does not exempt the Consultant from providing sufficient comments for each. If there is a crack or suspected crack in a structural steel element, the Consultant is required to do a dye test on the affected area. This must be clearly documented on paper with narrative and photographs. The Consultant must inform the Project Coordinator before the testing so that arrangements may be made to witness the process. The Project Coordinator will not delay the consultant in doing this work and will not require a return trip to do the test. The Consultant shall render a professional judgment as to the need for further analysis of the given structure and recommend any temporary load restrictions, except when the crack occurs in an area that requires traffic control to test for the crack. In this instance, the Consultant shall notify the Project Coordinator with a Request for

Action (RFA) letter documenting the location of the crack and indicating how quickly the examination must take place (See Section “Notification for Unusual Situations” below). The Consultant shall inform the Project Coordinator, using a RFA letter, of the need to do Supplemental In-Depth Inspections and/or Supplemental Analysis on structures. Detailed Inspections may be warranted:

- Where there are many structural members that are in need of measurement for excessive loss of section or NDT.
- Where there is a need to mechanically remove much scale to get measurements.
- Where there is a need to coordinate with others to examine the structure closely.

The Consultant shall perform the routine inspection in the best manner possible on these structures and will document the areas that need the in-depth inspection.

The Consultant shall evaluate stream and riverbed scour to ensure that the foundation for the bridge has adequate support. The Consultant shall perform a scour check around all structural elements that are found in water following FHWA inspection and reporting guidelines. The consultant shall also measure and report channel cross-sections for all bridges over water. If there is unacceptable loss of bearing or undermining of a footing, the information shall be reported to the Project Coordinator using an RFA letter. If the loss of bearing is sufficient to cause concern for the structural element to support the bridge, the Consultant shall notify the Project Coordinator immediately and subsequently submit written notification per the “Notification for Unusual Situations” section of this document.

2. Notification for Unusual Situations

The primary reason for bridge inspection is to find out if any unusual circumstances or situations could affect the continued safe operation of the bridge, whether there is a concern for public safety, or where it could be costly if repair action is delayed. The Consultant shall determine whether the bridge can safely remain in service until the next inspection date. The Consultant shall identify the cause of any unusual circumstances or situations and notify the Project Coordinator immediately via the telephone, fax, or email. Written notification of the situation between the Consultant and Project Coordinator must occur. The Consultant shall submit a “Request for Action” (RFA) letter to the Project Coordinator within three working days to ensure that corrective actions can be enacted. An RFA letter should not be used to convey the ordinary information that belongs on the Bridge Inspection Report. Below are some situations, other than those previously discussed that may require submittal of a RFA letter:

Deficient Structural Conditions

If a condition exists regarding a structural element that appears to warrant a structural analysis or further investigation because the structural capacity of the element has diminished.

Functional Problems

Functional Problems are conditions that exist in and around the structure, but are not part of a structural element, that could require immediate attention. Some examples of these are a damaged guardrail, erosion of the shoulder, settled approach pavement, missing load posting or height restriction signs, damaged or broken light poles, and sign supports.

3. Equipment

The Consultant must provide all equipment required to thoroughly and safely perform the bridge inspections. All costs associated with the use of the equipment during the inspection shall be included in the Not to Exceed Price.

Computer

The Consultant shall use a computer that can operate the MiBridge / NBI Field Application software. The computer shall also be able to utilize useful MDOT electronic forms.

Camera

The Consultant shall use a camera that can clearly document existing bridge conditions. One color copy of the pictures shall be included as part of the Inspection Report along with the digital image files. Additional pictures may be requested and subsequently taken as directed by the Project Coordinator.

4.4 Scope of Work- Underwater Inspections

Consultant will provide a licensed and certified underwater inspection team that meets National Bridge Inspection Standards (NBIS) and Michigan Department of Transportation requirements. Diver(s) will inspect the underwater portions of the bridge, measure and plot streambed profiles, inspect abutments, curtain walls, concrete floor at the stream bed, reinforced concrete girders, and deck underside. Divers will obtain digital photos above and below water, in certain circumstances, underwater and above water video may be requested that includes dictation from the diver and the topside equipment operators. Upon completion of the underwater inspection Consultant must upload the report in the Michigan Bridge Inspection System. Paragraphs two (2) and three (3) under section 4.3 must be followed for this inspection where appropriate.

4.5 Scope of Work- Load Ratings

Consultant will utilize the AASHTO manual methods in accordance with state mandates to determine the live load carrying capacity of a bridge using bridge plans and supplemented by information gathered from field inspection. Consultant will be required to rate each bridge as to its safe load-carrying capacity. Consultant will recommend weight limits/restrictions based upon findings as well as recommend appropriate signage. Upon completion of load rating consultant must upload the report in the Michigan Bridge Inspection System. Paragraphs two (2) and three (3) under section 4.3 must be followed for this inspection where appropriate.

4.6 Project Management:

The successful engineering firm (Consultant) may be responsible for providing engineering support to City contracted Civil Engineers for any and all bridge construction design, contracting, bidding, project management, permitting, etc. necessary for the replacement/repair of bridge types located within the City of Gibraltar. Detailed scope of work will be handled on a case-by-case basis. The successful applicant must show the capability to provide this service as part of their bid package.

4.7 Phase 2 – Reports

The deliverable for all scopes of work will be the appropriate inspection reports in conformance with MDOT submittal requirements and previous inspection reports. All of the NBIS rules and guidelines, and MDOT policies and guidelines shall be followed in completing and reporting documents.

4.8 Phase 3 – Meetings

The following meetings are anticipated during all projects. The meeting location will be at the offices of the City of Gibraltar- City Hall 29450 Munro, Gibraltar MI 48173. Attendance, travel and subsistence costs are considered part of the Not to Exceed Price.

- Pre-Inspection Meeting

This meeting is intended to exchange information regarding the general procedures for communication, review the schedule, discuss emergency procedures and communication, and discuss any open questions to that point before the first inspection begins.

- Project Closeout Meeting

This meeting is intended as a review of any outstanding contract requirements and presentation of the program deliverables. Final Project Coordinator review comments and concerns will be generated from this submittal. The Consultant will keep notes of the meeting and submit meeting minutes within one week of the meeting.

4.9 Deliverables

The Consultant shall plan to provide enough resources to satisfactorily present the approach, methods, findings, and recommendations to the City of Gibraltar.

The following are the minimum milestones to be included:

1. On-site evaluations of each bridge site
2. Notification of any unusual situations to the Project Coordinator
3. Consultant must provide his own equipment
4. Attend project kick-off and progress meetings

4.10 City Responsibilities

The City shall provide the following to assist the Consultant with the project and its completion:

The City will assign the Consultant, the ability to access and input City of Gibraltar bridge data on the MiBridge database system. Also, the City Administrator/Clerk will provide the following information to the Consultant, if requested:

- Provide access to all of the City's existing Bridge Inspection Reports, existing Load Rating Analyses, MiBridge database files, and remaining MBRS database files.
- Provide access for the Consultant to any pertinent information in City files that may help complete the inspections.

4.11 Timeline

The City desires to have the Consultant commence work (bridge inspections) as necessary to meet MDOT reporting guidelines. Any additional work and its associated timelines will be established as necessary.

5.1 PROPOSAL SUBMISSION REQUIREMENTS

All potential applicants must certify to their knowledge of the City's Equal Opportunity

Employment/Nondiscrimination Policy, Title 6 Requirements, and certification to maintain a drug free workplace with implementation of a successful drug free workplace program in limits acceptable for federal contracting.

5.2 Pre-opening Inquires and Response

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP and attachments must be requested to the Gibraltar City Administrator, attention Michael Landis, at mlandis@cityofgibraltarmi.gov no later than **Thursday February, 8 2024 10:00 a.m. local time.**

5.3 Due Date, Time & Location

Proposals will be received no later than **Thursday February, 8 2024 10:00 a.m. local time.** which time they will be opened in public and read aloud in the:

The Office of the Clerk
City of Gibraltar
29450 Munro
Gibraltar MI 48173

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

5.4 Submission of Proposals

Proposers are required to submit an original (clearly marked) along with four (4) bound copies and one electronic copy on a flash drive, by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and clearly marked on the outside “Bridge Inspection Services- City of Gibraltar.” Be sure to include the name of your firm on the outside of the envelope or package.

Proposers are also requested to submit an electronic version of their proposal to mlandis@cityofgibraltarmi.gov & clerk@cityofgibraltarmi.gov by the due date and time set above. The electronic submittal must contain Proposal for Bridge Engineering Services- City of Gibraltar in the subject line. Please Note: ***We do NOT accept zipped files.*** Should you have trouble submitting your electronic version please contact the City of Gibraltar Clerk at 734-676-3900.

Proposers shall complete and include with their submittals the following enclosed items:

Those listed in section 9.1 which include but are not limited to:

- Pricing Form
- Signature Form
- Certification Compliance with PA 517 of 2012 Form
- Copy of your license and insurance
- Any and all information related to past experience and performance on comparable engagements
- Data showing proposers professional personnel to be assigned to the City of Gibraltar

5.5 Timely Submittals

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the proposers for ensuring that their proposals are time stamped by the City Clerk. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the proposer. However, nothing in this RFP precludes the City from requesting additional information at any time during the procurement process.

5.6 Preparation of Proposal

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, design, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal.

5.7 Proposal Process

Proposals, which do not completely address all the solicitation requirements, will be considered nonresponsive and may be excluded from consideration. Any exceptions shall be duly noted in the submittal.

5.8 Authority to Bind Firm in Contract

Proposer shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Sheet.

5.9 Special Accommodations

If you are an individual with a disability and require a reasonable accommodation, please notify the Gibraltar City Clerk, three (3) working days prior to need.

6.1 GENERAL INFORMATION

6.2 Advice of Omission or Misstatement

In the event it is evident to a proposer responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Michael Landis , City Administrator, at mlandis@cityofgibraltarmi.gov of such omission or misstatement.

6.3 Notification of Withdrawal of Proposal

Proposals may be withdrawn from consideration prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. No proposer may withdraw a proposal after the opening for a minimum period of 90 days.

6.4 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposers that are submitted as part of the proposal shall become the property of the City after the proposal submission deadline.

6.5 Firm Pricing for City Acceptance

The proposal price must be firm for City acceptance for 90 days from the proposal opening date, unless the proposer specifically notes otherwise.

6.6 Cost of Preparation

The City will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers.

6.7 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The City reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the City be utilized.

6.8 Addendum(s)

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. It is the responsibility of the proposer to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding.

6.9 Workplace Diversity

The City of Gibraltar encourages, but in no way requires, its vendors to develop and maintain a diverse workforce.

6.10 Prime Consultant Responsibilities

The Consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Furthermore, The City of Gibraltar will consider the selected Consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

6.11 Independent Price Determination (Non-Collusion)

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices of the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,
- The price quoted is not higher than that given to the general public for the same service.

6.12 Exceptions

Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

7.1 CONTRACTUAL TERMS AND CONDITONS

7.2 Nondiscrimination Clause

The Proposer who is selected as the Consultant, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of The City of Gibraltar, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

The Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

Proposers shall disclose with their proposals any conclusive findings of violations of federal, state, or local equal opportunity statues, ordinances, rules, regulations, or policies within the past three (3) years.

7.3 Indemnification and Hold Harmless

The Proposer who is selected as the Consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless the City of Gibraltar and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the City of Gibraltar and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Consultant or its employees, servants, agents or Subconsultants that may arise out of the agreement. The Consultant's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant.

7.4 Consultant Insurance Requirements

The Consultant, and any and all of his/her subconsultants, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the City of Gibraltar.

- a) Worker's Compensation Insurance: The Consultant 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.

b) Commercial General Liability Insurance: The Consultant 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 \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

c) Motor Vehicle Liability Insurance: The Consultant shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage's, with limits of liability of not 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 all hired vehicles.

d) Professional Liability/Errors and Omissions Insurance: The Consultant shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence + aggregate and variable dependent upon the value of the project. If this policy is Claims Made Form, then the Consultant shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this contract.

e) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The City of Gibraltar, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof.

The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage is primary, contributing or excess."

f) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Gibraltar Attn: Michael Landis 29450 Munro, Gibraltar MI 48173."

g) Proof of Insurance: The Consultant shall provide the City of Gibraltar at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the City. If so requested, certified copies of all policies will be furnished. The Consultant shall provide the City evidence that all subconsultants are included under the Consultant's policy.

If any of the above coverage's expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City of Gibraltar at least ten (10) days prior to the expiration date.

7.5 Applicable Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The City and Consultant agree that the venue for any legal action under this agreement shall be the Local District Court, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Appropriate District and Division.

7.6 Compliance with the Law

Consultant shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

7.7 Independent Consultant

The Proposer who is selected as the Consultant shall be an independent Consultant. The employees, servants and agents of the Consultant shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave. The Consultant shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

8.1 EVALUATION, AWARD & TIMELINE

8.2 Proposal Evaluation Overview

Proposals will be examined by an Evaluation Committee to eliminate those, which are clearly nonresponsive to stated requirements. Proposers should exercise particular care in reviewing Section 9.0 - Response Format. The detailed evaluation may result in one or more finalists. At this point, presentations may be requested of the proposers and negotiation will be carried out to finalize the award of the project. Finalists shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered.

8.3 Evaluation Methodology

Proposals will be evaluated using the criteria detailed below (not necessarily in any order of importance or limited to):

1. The proposer adheres to the instructions in this RFP on preparing and submitting the proposal.
2. The proposer's expertise regarding past experience and performance on comparable

engagements.

3. The qualifications of the proposer's professional personnel to be assigned to the engagement and the quality of the proposer's management support personnel to be available for consultation.
4. Cost of the proposal.
5. Locality
6. Previous experience with the City
7. Other criteria as deemed prudent by the City.

8.4 Award of Contract

Award shall be made to the most responsible and responsive proposer whose proposal is determined to be the most advantageous to the City provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available.

8.5 Basis for Award

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation methodology stated in the RFP and any other information or factors deemed relevant by the City shall be utilized in the final award.

8.6 Right of Rejection

The City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in Proposals, and/or to negotiate separately the terms and conditions of all or any part of the Proposals as determined to be in the City's best interests at its sole discretion even though not the lowest cost.

8.7 Contract Term

Contract terms will be for individual projects only. Contract length and duration will exist from the date of execution until the project is complete. Contract length and length of work will be dictated by the time frames provided for by, found acceptable, and mandated for the project by the Michigan Department of Transportation.

8.8 Contract Approval

The City of Gibraltar Council must approve any contracts resulting from this solicitation. This process typically takes 2-4 weeks from the date of submittal of the project proposal.

8.9 Contract Development & Preparations

1. The City of Gibraltar reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of any future contracts.
2. By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the City based upon the terms, conditions, scope of work and specifications contained in this RFP. The City retains the right not to make any subsequent awards.

3. Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The City has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.

4. In the case of project contracts, the City will either formulate or accept, pending legal review and potential amendment a drafted contract for services provided by the engineering firm on a project by project basis.

8.10 Notification of Award

Upon acceptance by the City, and approval by the City Council, the successful proposer will be notified of the City's decision to make that vendor the preferred bridge engineering service provided for the City. All proposers will be notified by e-mail of the City's decision.

8.11 Escalation Clause (If Applicable)

The City of Gibraltar recognizes the current difficult economic conditions and the subsequent minimal cost of living increases for City employees. As such, the City understands that the cost matrix of services to be provided submitted at the date of this proposal may change from year to year. The winning bidder must on an annual basis submit the City any changes in their cost of services. Consultants should fully understand that any changes in pricing that are greater than 1% annually will receive extra scrutiny from the Council and may mandate the rebidding of services.

9.1 RESPONSE FORMAT

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

Tab I – Transmittal Letter

Provide a transmittal letter indicating your firm's understanding of the requirements of this proposal and ability to provide the service scope required by the City. The letter must be a brief formal letter that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the proposer's organization to perform the work included in the proposal must sign the letter.

Tab II – Related Project Experience

Provide information on project experience of your firm and your team members that demonstrates your qualifications and ability to provide the service scope required. Describe clearly your range of experiences. Please include the following:

- Project name
- Project description and scope of services provided
- Agency/department/office for which performed
- Contact name and phone number
- Dollar value of the contract

- Dates of commencement and completion
- Indicate if project was completed on time

Tab III – Project Team Qualifications

This section should present the organizational structure, resumes, and responsibilities of key persons to be assigned to Gibraltar Projects, including:

- The size of the firm, and the location of the office from which the work for the City is to be performed.
- If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.
- Identify the principal supervisory and management employees, including partners, managers, other supervisors and specialists, who would be assigned to the project. Indicate whether each such person is registered or licensed to practice in Michigan. Provide information on the experience of each person and longevity with firm, including membership in professional organizations relevant to the performance of this project.
- The number and nature of the professional staff to be employed in this project on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- An organizational chart defining the relationships and areas of responsibility for team members, including their titles, duties, and their availability for potential City projects.
- Relevant project experience covering the last five (5) years, including titles, duties, and employing organizations, certifications, and affiliations.
- Proposed staff roles in projects cited as related experience.
- Current project responsibilities, firm responsibilities and education for each proposed team member.
- Resumes for persons for each required discipline.
- Indicate how the quality of staff over the term of the agreement will be assured.
- Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
- Resumes of subconsultants the successful bidder intends to utilize for services (Successful bidder can only use subcontractors that are licensed, insured, and approved by the City).

The City reserves the right to contact any and all references and to obtain, without limitation,

regardless of proposer's performance on the listed jobs the same information provided for in the original RFP.

Tab IV – Proposed Fees

The Consultant’s fee schedule, which covers all potential services as listed in paragraph 1.0 of this RFP, for the City of Gibraltar’s specific bridge inventory

Consultants will also provide an hourly rate structure for various employee categories, costs, and any and all price modifiers throughout the contract's life.

Tab VII – Forms

Use this section to include a copy of all addenda, if any, issued to the RFP.

Tab VIII – Appendices

The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the Evaluation Committee in understanding the services to be provided.

Appendix A - LIST OF BRIDGES

Structure (s):

11993- South Gibraltar Rd over Blakely Drain

11994- South Gibraltar Rd. over Frank and Poet Drain

11995- Stoefflet Rd. over West Gibraltar Waterway

11996- Stoefflet Rd. over East Gibraltar Waterway

11997- Middle Gibraltar Rd over Frank and Poet Drain

11998- Gibraltar Rd over Waterway Canal

12495- Horse Island Drive over Horse Island and Adams Drive Bayou

12496- Young Drive over West Gibraltar Waterway

PRICING FORM

Example Cost Layouts

Task	Work description	Number of bridges or work product	Unit cost per bridge or work product	Total lump sum
1	Local Road Bridge Inspections and reporting (above water)	1	\$	
2	Primary (major) Road bridge inspections and reporting (above water)	1	\$	
3	Underwater Inspections and reporting	1	\$	-
4	Hourly rate for project-based cost per type of employee	Applicable staff	\$	
5	Load rating	1	\$	
6	Scour analysis	1	\$	

(Please type or print clearly in ink only)

Annual Inspections

ITEM I - LOCAL ROAD BRIDGE INSPECTIONS (above water):

ITEM II - PRIMARY ROAD BRIDGE INSPECTIONS (above water):

ITEM III - UNDERWATER INSPECTIONS:

ITEM IV- Hourly Rate Structure for Various Employee Categories- (Please insert Organizational Rate Structure Format Here)- If your firm has a flat fee for load ratings and scour analysis, please reflect them. Otherwise, this information will be utilized to determine potential costs for additional work such as load rating, scour analysis, bridge design, repair, and construction management.

SIGNATURE FORM

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm:

Order from Address:

Remit to Address:

Fed ID No.:

Signature:

Name (type/print):

Title:

Telephone: () Fax No.: ()

Date:

Notification of Award sent to:

E-mail of Person Receiving Award Notification:

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

(Please type or print clearly in ink only)

I certify that neither _ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By:

Date: Title:

Subscribed and sworn to before

me this day of , 20 .

Notary Public,

_____, County, State of Michigan

My Commission Expires: