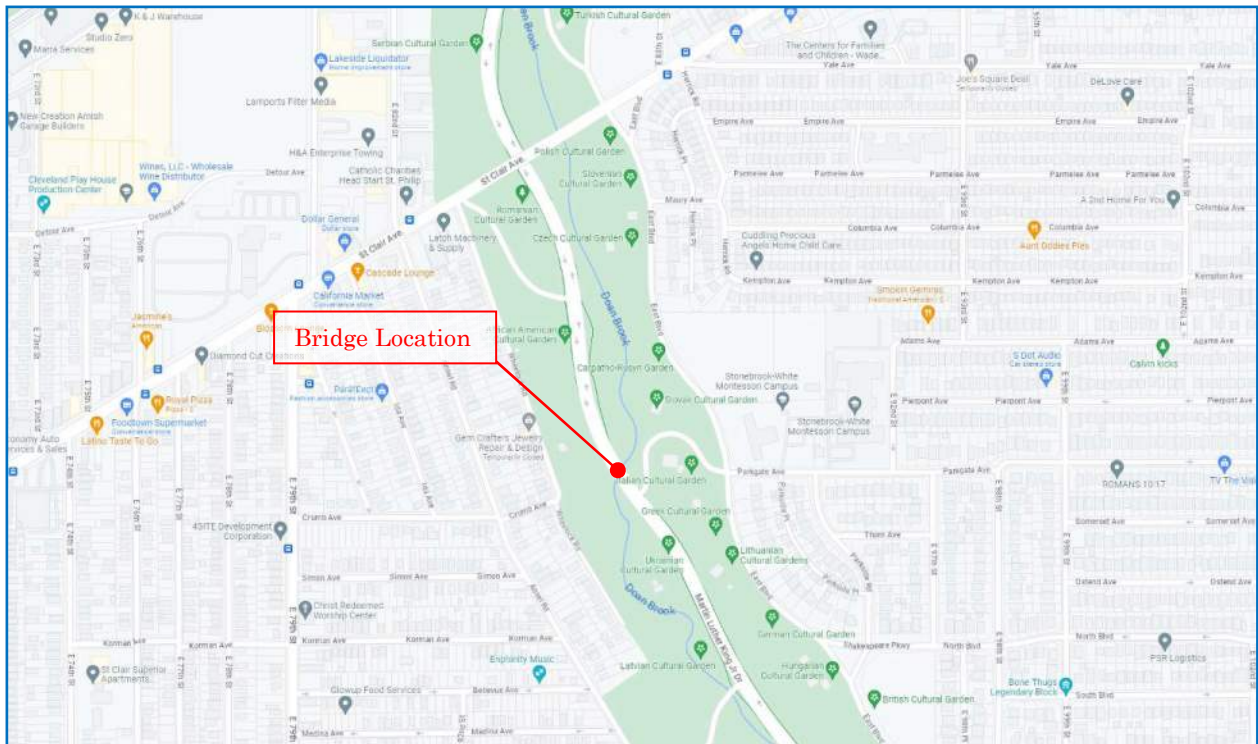




Mayor Justin M. Bibb

**Mayor's Office of Capital Projects
Division of Engineering and Construction
Request for Proposal**

**REHABILITATION OF MLK BOULEVARD BRIDGE
OVER DOAN BROOK
(City Bridge No. 5:030M – SFN 1869507)**



August 28, 2024

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**CITY OF CLEVELAND
MAYOR'S OFFICE OF CAPITAL PROJECTS
REQUEST FOR PROPOSAL**

Rehabilitation of MLK Boulevard Bridge over Doan Brook
(City Bridge No. 5:030M)

INTRODUCTION AND BACKGROUND

The services required under this proposal are those professional and para-professional services which are needed to prepare complete construction contract plans, specifications, right of way plans and real property acquisition and construction administration for the rehabilitation of the MLK Boulevard Bridge over Doan Brook located between St. Clair Avenue and East Boulevard. The Consultant shall provide all services necessary to comply with the requirements of the Ohio Department of Transportation's Plan Development Process, Path 2. The construction cost estimate is \$2,500,000.

A proposal meeting will not be held. Written questions will be received until September 18, 2024 at noon. Addendum with all questions and answers will be posted by close of business on September 20, 2024. Written questions should be submitted to Michael Russell, PE, SE, Bridge Section Chief at MRussell5@ClevelandOhio.gov. Proposals are due at City Hall, 601 Lakeside Avenue, Room 518 Cleveland, Ohio, 44114 on September 30, 2024 prior to 4:30 PM.

Where the following terms such as "Consultant to determine", "Yes", "By Consultant" and similar notations are used in this RFP; the Consultant shall design and prepare the necessary drawings and details and/or provide resources for that item of work. Work may not be passed on via plan note to the construction contractor. In addition, where there are subjects that require action of work (by whom it may not be clear), the Consultant is the party which shall accomplish same.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

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SCOPE OF SERVICES:

1. Project Identification: PID: 119875

City Bridge No.: 5:030M (SFN 1869507)

Route: MLK Boulevard

Description: MLK Boulevard Bridge Rehabilitation over Doan Brook

Functional Class: Urban Arterial

Programming Status:
Minor Project in Development

Legislation Status:
By City

Advance Notification Status:
By NOACA

2. Existing Bridge Data:

Type: Single Span Prestressed Concrete Box Beams with Composite Concrete Deck supported on reinforced concrete abutment seat cap over reinforced concrete faced existing stone abutment.

Skew: None

Spans: One – 26'-3" c/c Bearings.

Wingwalls: Stone Masonry with Stone Parapets and End Posts

Year Built: Circa 1900

Year Rehabilitated:
1986

Roadway: 40.0'. face to face of curb, 9.0' elevated reinforced concrete sidewalks with stone masonry parapets and stone masonry end posts.

Loading: HS 20-44 & the alternate military loading.

Wearing Surface: Asphalt Concrete

Approach Slabs: AS-1-81, 15'-0" long.

Approach Pavements:

Asphalt overlays over concrete base.

Alignment: Horizontal: Curve
Vertical: Tangent

Superelevation: None

Right of Way: None (Located inside NHRP Rockefeller Park)

Available Records: 1986 & 2014 Rehabilitation Plans.

https://www.dropbox.com/scl/fo/vjbrlnos0ajpy5vq6u02/A/Cc4CXmuTjcGHJUITSMni_4?rlkey=viczd1543z2tsgoqkkyx1p40b&st=ikkmiino&dl=0

3. Project Limits:

The anticipated Project Limits are from approximately 110 feet from Station 6+62 (location of utility vault prior to bridge) to Station 7+72 (location 10 feet past the existing catch basin) and the work limits is about 260 feet long. The approved Preliminary Engineering Study, ODOT PDP Path 2, will determine the actual project limits.

Permanent and temporary right of way is not required because the roadway and bridge is located inside the City owned Rockefeller Park.

4. General Description of Work:

Prepare preliminary to final detailed plans for the total demolition of the existing bridge superstructure and approach slabs and partial demolition of the abutments, patching of abutment faces, restoration of stone masonry wingwalls, repair of channel retaining walls (20 feet upstream & downstream) and scour protection, stone masonry parapets and decorative stone masonry end posts (salvage all stone work where possible, otherwise replace in kind) and the replacement of the existing bridge superstructure, approach slabs and the milling and filling of about 50 feet of approach roadways. The anticipated design plans and specifications include the complete replacement of the superstructure and approach slabs using ODOT latest approach slab standards for meeting rigid pavement; modify or re-use

of both existing abutments including reinforced concrete beam seat and facing (maintaining existing bridge opening; noting that heavy rains overtops bridge couple of times a year), restoration of stone masonry wingwalls, repair of 20 feet of upstream and downstream retaining walls, addition of scour protection as needed, restoration of stone masonry parapets and decorative end posts. All stone masonry restoration shall be in compliance with acceptable SHPO procedures.

Perform a physical condition survey and sounding to map out the portions of the abutment stem wall facing that requires patching. Core samples shall be taken at abutment seats and abutment facing (about 12" thick) to confirm level of chloride contaminations and strength. The areas requiring concrete patching are to be permanently marked in the field and recorded with dimensions on construction plans. Visually inspect stone masonry wingwalls (to the limits stated above) and parapets and decorative end posts for looseness, spalls, discoloration and deterioration and identify by mapping as to which stone require repair or resetting and the joints that require repointing. An acceptable method for stone cleaning, repointing, stone resetting, partial and full stone replacement should be established early for the §106 historical preservation approach and commitment to this project.

Temporary Staging for construction is permitted 20 to 30 feet each side of the bridge as long as no healthy mature trees are endangered. Such use space for construction shall be coordinated with Urban Forestry, and shall be restored to equal or better upon completion of the Project. Access to the stream can be at the Northeast corner of the bridge where the channel has failed and require replacement.

Prepare preliminary to final detailed demolition and rehabilitation plans and specifications including design of stream access road, such temporary access road is to be included as a line item in the final plans for payment. The temporary road design must take into account the overtopping floods that occur frequently in the Park. The design consultants shall obtain all permits and notes as needed for the proposed bridge rehabilitation, utility relocation and stream restoration/stabilization work.

Consultant shall perform a bridge design hydraulic report per the latest revision of the 2020 ODOT Bridge Design Manual (BDM).

Concrete cores with strength and chloride content testing are required, and preliminary abutment structural and foundation calculations shall be performed to confirm the abutment re-use if existing plans are available, otherwise do not design a bridge heavier than the existing bridge. The Consultant will map the delaminated areas of the concrete facing of the abutment of as part of Preliminary Engineering Study. The Consultant will

mark rehabilitated areas again 30 to 60 days prior to the construction contract sale. Portions of Abutment concrete facings that are confirmed unsound will be patched and re-sealed. Consultant shall prepare an abbreviated Bridge Type Study to address at least three bridge superstructure alternates, including impacts to the substructure and cost estimates. (Anticipated types are: composite precast box beams, press brake tub girders (PBTG) and folded steel plate girders (FSPG).) Minor roadway profile adjustment can be acceptable. The historical decorative end posts are to be salvaged, restored by acceptable cleaning methods and repointed where needed. The steel rail parapets used as on the nearby St. Casimir Way over Doan Brook to the south of the site are to be used. Stone from the existing bridge is to be salvaged and incorporated into stone masonry pilasters to be installed at the four quadrants of the bridge. Consultant to verify that bicycle railings are not warranted for the Harrison Dillard Multi-Purpose Trail that uses both sidewalks of this bridge. Consultant to confirm that the existing lighting within the project limits is adequate.

Consultant will make Power Point presentation after Stage I Submittal to meet Section 106 Public Engagement Requirements for this Project. The Presentation will present the MOT plans to construct this bridge replacement. The first phase MOT will detour southbound MLK Boulevard traffic and maintain northbound traffic so that west side of the bridge can be constructed in the first stage of construction. The Harrison Dillard Trail traffic will be maintained on the existing east sidewalk for Phase I MOT. After the west side of the bridge is constructed northbound MLK traffic will be shifted over to allow for the second stage to construct the east side of the bridge. The Harrison Dillard Trail traffic will be maintained on new west sidewalk after the east sidewalk is closed in this second phase of bridge replacement. Comments obtained from the stakeholders within the 30 day comment period will be answered the City and submitted to the District as part of the 106 process. The goal of this project to obtain environmental clearance for the preferred bridge replacement alternate by avoiding and minimizing the adverse effects to historical items such as this bridge within the NRHP Rockefeller Park. This being a maintenance project, the City anticipates a finding of no adverse effect on the Historical Rockefeller Park.

Install temporary CPP power poles along east side of bridge and route power from south CPP vault at Sta. 6+50 to power utility vault at Sta. 9+10. The Contractor will set the temporary power poles and supply KV power cable. CPP will make the necessary connections to restore the power feed across the bridge. There are 7 power conduits embedded in the west sidewalk of the existing bridge. The new replacement bridge will provide for the relocations of these power ducts and any additional ducts as maybe required by CPP or any other utilities.

The Design Consultant will include in the proposal a separate fee for an Asbestos Assessment. This assessment shall meet current EPA Standards and include the preparation of the Ohio EPA Notification of Demolition and Renovation Form.

Consultant will complete a Regulated Materials Screening for the scoped work area of this park property utilizing an ODOT prequalified consultant for Environmental Site Assessment. This is to screen the project for potential involvement with hazardous materials. An RMR assessment will be performed as an If Authorized item. ODOT's latest Environmental Site Assessment Guidelines can be found on the ODOT Office of Environmental Services website at:

<https://www.transportation.ohio.gov/programs/environmental-services/manuals-guidance-landing>

Southbound MLK Boulevard traffic will be detoured via East Boulevard. Coordinate this maintenance of traffic plan and bus route changes with the City Traffic Engineer and GCRTA respectively prior to developing detailed plans. City Traffic Engineer shall review and approve all maintenance of traffic and traffic control plans.

The consultant will include the cost for any required soil borings, and soil investigations needed for making recommendations for new foundations for channel retaining wall, temporary access roads and streambed liners and aprons. The concrete coring and testing of abutments is also included in the base fee. Soil boring sheets are included in the base fee.

5. Agreement:
City of Cleveland; Contracting Officer: Mr. Jamie DeRosa, Director of Mayor's Office of Capital Projects.
6. Method of Financing:
Federal, State and City of Cleveland.
7. Prior Studies:
Bridge Inspection Form, Bridge Inventory & Physical Condition Report.
8. Public Involvement Meeting:
Consultant to present and prepare exhibits for two meetings (PI & Pre-Construction).
9. Posted & Design Speed Limit:
35 mph
10. Alignment:

Horizontal: Existing Curve; Vertical: Tangent – Conform to ODOT Location and Design (L&D) Manual.

11. Profiles:

Maintain existing roadway profile.

Maintain existing inlet and outlet channel cross section and bridge opening.

12. Typical Section:

Match existing.

Lane Width: ODOT L&D Volume I

Median: None

Curbs: Yes

Shoulders: Yes

Sidewalks: Yes

Type of Access: Non-controlled

13. Fencing on Bridge Parapet:

None

14. Lighting:

Evaluate existing lighting for adequacy within Project Limits.

Note: Power supplied by Cleveland Public Power. Include if authorized item for Design for Modified Lighting. Such lighting modifications as approved by CPP shall include all light poles & fixtures, permanent conduits, wiring and power sources; pull boxes and access panels etc. as needed for safe lighting that is consistent for roadway, multi-purpose trail and Park setting.

15. Sidewalk Barrier (Splash-Guard):

No.

16. Parapet & Decorative End Posts:

Parapets to be designed as steel rails as at the nearby St. Casimir way and shall meet the requirements for TL-3 rails per AASHTO LRFD. Salvage historical end posts, clean, store, and re-install.

17. Railing:

Evaluate need for bicycle railings.

18. Signing:

Consultant to determine need and provide plans for any needed signage.

19. Signals:

Not in Scope.

20. Pavement Markings:
Consultant to provide plans for this item.
21. Drainage:
Use catch-basins at begin and end of bridge.
22. Cross Roads:
East Boulevard at south approach to bridge.
23. Pedestrian & Bicyclist Accommodations:
Consultant to provide plans per ODOT L&D Manual & AASHTO Guide for the Development of Bicycle Facilities.
24. Site Plan:
Consultant to provide plans for this item.
25. Supplemental Site Plan:
Stream profile 100 feet upstream and downstream. Stream cross-sections at 20 foot intervals.
26. Mass Transportation:
Coordinate with GCRTA Detoured Bus Routes.
27. Retaining Walls:
Remove failing stream channel wall to facilitate construction access road to stream. Construct new stream channel wall when access road is no longer needed. Consultant plans shall account for the fact that the existing stone masonry wingwalls are integral with the abutment.
28. Extent of Field Surveys:
The proposal should be specific in the survey crew size and the number of crew days assigned to each item. Railroad permits and insurance are by the consultant.
 - Main Line Alignment
 - Main Line Profile
 - Physically find and mark all recorded monuments in the field & provide references outside anticipated construction limits (Coordinate with City of Cleveland Plats & Survey)
 - Reference Points and Bench Marks (Do not use Utility Facilities)
 - Side Road/Railroad Alignment
 - Side Road/Railroad Profile
 - Alignment and Profile of Driveways
 - Cross Sections (By Field Methods)

Check Sections
Pavement Salvage Sections
Drainage Survey
Topo Identification
Utilities (SULS Level C)
Property Lines
Foundation Boring Staking

Aerial Photography and/or Mapping: Aerial photography and mapping may be used and supplemented by field surveys as required.

29. Maintenance of Traffic:
Consultant to provide plans for two stages of construction that will maintain northbound traffic, and detour southbound traffic via East Boulevard, throughout construction.
30. Temporary Access & Staging:
Consultant to provide plans for fully secured (may involve use of barriers and security fencing and locked gates etc.) for Access Roads & Staging Areas, including any required track crossings to the forward and rear abutment at track level will be necessary.
31. Project Construction Cost Estimate:
Consultant shall prepare and submit at each submittal milestone using ODOT Estimator Format and Procedures.
- Bid: Submit with Final Tracings and specifications
(Consultant shall prepare separate cost estimates (both preliminary and final in excel format) for the work on each public utility (Cleveland Public Power, Cleveland Water, Water Pollution Control)
32. Scope Changes:
Submit when requested.
33. As-Built Plans:
As-Built Mylars & CD or DVD scans in both tiff & pdf formats.
34. Quantity Splits:
Consultant shall prepare quantity splits. (City: 100% local and Private Utilities)
35. Traffic Data:
NOACA data will be used on this project.

36. Geotechnical Exploration:

Consultant suspected problem areas must be checked for all alternates. The consultant's geotechnical proposal must be in accordance with the latest ODOT Specifications for Geotechnical Explorations (SGE), and must appear in the format specified therein. The Consultant's proposal must include at least two (2) structure soil borings and temporary access road location test borings as needed.

37. Right-of-Way Plan:

None Required.

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38. Environmental:

Note: All required environmental studies must be performed by prequalified consultants (unless noted with “(*)” below) and the document must be completed using ODOT’s EnviroNet System.

These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.

Categorical Exclusion (CE) Environmental Document <i>(select document type)</i>						
<input type="checkbox"/> C1	<input checked="" type="checkbox"/> C2	<input type="checkbox"/> D1	<input type="checkbox"/> D2	<input type="checkbox"/> D3	<input type="checkbox"/> EA	<input type="checkbox"/> EIS

Required		<i>Note: (*) – prequalified consultant is NOT required</i>	Responsibility/Notes
Yes	No		
Cultural Resources			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Section 106 – Scoping Request Form (*)	<u>Consultant</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Phase I Cultural Resources Survey Report	<u>Consultant</u> If Authorized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase I History/Architecture Survey Report	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase I Archaeology Survey Report	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase II Cultural Resources Survey Report	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase II History/Architecture Survey Report	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase II Archaeology Survey Report	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Phase III Archaeology Data Recovery	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Addendum reports/submissions	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Documentation for Consultation/MOA	<u>Consultant</u> If Authorized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	HABS/HAER/Cultural Documentation	
Section 4(f) / Section 6(f)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Determination Request Form	<u>Consultant</u> Impacts to the Cultural Gardens, Rockefeller and Wade Park.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individual Section 4(f) Evaluation	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Section 6(f) Documentation	
Ecological Resources			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Ecological Exempt Form (*) – use EnviroNet Tab	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Level 1 Ecological Survey Reports – use EnviroNet Tab	<u>Consultant</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Level 2 Ecological Survey Reports – use EnviroNet Tab	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Level 3 Ecological Survey Reports	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	UNIONID Mussel Survey Report	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Biological Assessment	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Zone Management	
Sole Source Aquifer			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Aquifer Coordination	
Farmland Policy Protection Act (FPPA)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Farmland Conversion Impact Rating-Form	

Required		<i>Note: (*) – prequalified consultant is NOT required</i>	Responsibility/Notes
Yes	No		
Waterway Permits			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Determination Request Package	<u>Consultant</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conceptual Stream/Wetland Mitigation Reports	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Section 404/401 Applications	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	USACE Pre-Construction Notification (PCN) Applications	<u>Consultant</u> If Authorized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Ohio EPA Isolated Wetland Permit Pre-Activity Notification (PAN)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastguard Section 9 Application	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ACOE Section 10 Permit	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flood Plain Statement Form	<u>Consultant</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flood Plain Permit Application	<u>Consultant</u>
Environmental Site Assessment			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Regulated Materials Screening (RMR) (*)	<u>Consultant</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RMR Assessment	<u>Consultant</u> If Authorized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RMR Investigation	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Asbestos Survey	<u>Consultant</u>
Noise			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Noise Analysis Report	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Noise Barrier Public Involvement Summary	
Environmental Justice			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Environmental Justice Census Mapping	<u>Consultant</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Environmental Justice Analysis Report (EJAR)	
Public Involvement Activities			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Announcement	Meeting with CDC.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Involvement Plan	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Involvement Activities	<u>City</u> – Press Release

Any Known Environmental Concerns (ex. Historic properties on National Register, wetlands, underground storage tanks, stream relocation):

Bridge is within NRHP Listed Park

39. Utility Plan:

Yes. The consultant will locate, identify, and discuss involvement of all existing utilities or foreseeable future utilities (public or private, underground or overhead). The consultant will locate waterline, fiber optic and communication lines and/or gravity feed sewer and all other utilities, public or private within this park property immediately adjacent to the project or within any adjacent easements as part of the base proposal. A company specializing in locating utilities both horizontally and vertically shall be retained to perform this work. The Consultant will organize surveying and utility services on the same days in order to minimize insurance, permit and MOT costs. Surveyor contract will include cost for insurance, permit and MOT costs. Additional utility work days, if needed, shall be included as if authorized services. An ODOT certified locator for

Subsurface Utility Engineering (SUE) Level A and B is required and will be if authorized work tasks. Once the utilities (public, private, overhead or underground) are identified, the consultant should contact the utilities to discuss the disposition of the existing utilities and their future plans for their utilities on and off this bridge. The Consultant shall contact WPC for cleaning their facilities within the anticipated work/project limits. Note that WPC is responsible for the routine maintenance and full functionality of sewers that they own. The manholes and catch basins are to be cleared of debris such that the sewer sizes and inverts can be surveyed, recorded, the condition and type of castings and drainage chamber documented and contrasted against existing plans. All existing WPC drainage facilities if reused or incorporated into the new roadway designs shall be replaced or upgraded to conform to latest WPC standards. Conforming castings shall be adjusted or reconstructed to proper location and grade and are to be clearly identified as work items on the plans. Drainage design and all coordination with WPC is part of the scope.

A preliminary list of utilities, which serve the City of Cleveland, is listed below. Preplanning responses from some utility companies were received along with plans and are included in the drop box link for information purposes only. The Design Consultant shall prepare a Utility Relocation Plan with all necessary details and notes and a Utility Cost Estimate for the affected public utilities. It is the responsibility of the design Consultant to revise and complete this list as determined by his investigations. The Design Consultant shall include in his proposal all costs necessary to prepare plans, specifications, estimated quantities and cost estimates for all required work to public utility facilities. Private utilities that are to remain must be temporary supported and out of the way of the demolition; such work is the responsibility of the private utilities and must precede way ahead of the known construction. The private utilities are allowed to retain whomever they chose to perform their designs. Private utilities supported off the new construction shall have quantity splits to assign construction costs for their portion of the work if they have chosen not to do provide for and performed their own relocations. Designer shall verify that utility conduit runs can be installed with cross frames and provide details in plans for public and private as necessary. Designer shall coordinate with Water Department and include any couplers, valves, tees, expansion devices, insulating jackets, sleeveings & seals for wall penetrations, shoes, thrust blocks and other devices as needed to properly isolate & support the water system off the bridge and beyond. Designer shall detail insulation clearances within deck underside and formwork, cross frames, stiffeners, pipe penetrations, wall block-outs and end dams. Designer shall provide some clearance/tolerance for installation. Designer shall secure all applicable Utility Drawing Standard Drawings and Notes and include these on the plans. The Plan shall clearly convey utility contact information for the field engineer to easily secure managers and

inspectors from the various utilities to inspect their respective utility work. Utility Exhibit "B" (Form Re-75-3) shall be prepared by the Consultant for the P, S & E Submittal. Utility 4A notes shall be obtained by consultant from the various utilities with relocation work resulting from this project within and adjacent to this project, the critical path utility relocations (e.g. relocation work that will prevent the contractor from commencing his demolition work etc.) must be identified by the consultant. These utilities must have firm commitments to have their utilities relocated prior to the programmed ODOT Award Date. Failure to have these commitments will result in possible delays and subsequent costs to the City. Consultant must obtain firm commitment dates, coordinate work tasks and schedules amongst the various utilities and if a utility relocation task is required within a specific phase of the project, the plan must clearly indicate this and place the responsibility of scheduling this task on the prime contractor's ODOT approved construction schedule. The need for early and often utility coordination is a necessity.

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40. Utilities:

		Yes	No	Private	Public	Name of Company
Aerial	Fiber Optic		X			
	Cablevision		X			
	Power	X			X	Cleveland Public Power (CPP)
Underground	Phone		X			
	Cablevision		X			
	Power	X			X	Cleveland Public Power (CPP)
	Lighting	X			X	Cleveland Public Power (CPP)
	Gas		X			
	Pipelines:		X			
	Water	X			X	Cleveland Water Department (CWD)
	Sanitary		X			
Combination	X			X	Parks & Recreation	
Other:	CPP lighting conduit is attached to the inlet stone parapet.					
Comments:	SUE will determine all others.					

41. Stream Access Roads & Construction Staging:
 Establish and include in plans access points on one or both sides of the bridge for contractor forces to enter Doan Brook and design the access road/roads and secure the necessary waterway permit for these designs. Identify in the plans possible construction staging area with Park Property Management so that contractor can store all equipment or materials on this park property. Include fencing and gate to secure the staging area and this fencing serve to protect vehicles from damaging adjacent tree roots. Include in the design plans provisions for protecting the Harrison Dillard Trails on both sides of the bridge and should damage, contractor shall restore trail to equal or better.

42. Bridge Inspection and Inventory:
 Bridge Routine Inspections are required for the years 2024 through 2026 for the active existing bridge while under design. Consultant shall review the existing bridge inventory and update the inventory as needed, perform these field inspections and submit the inspection data and findings and

maintenance recommendations within ODOT online Assetwise. For the new bridge, an SFN number shall be obtained from ODOT, the consultant shall perform the initial baseline inspection of the new bridge and its inventory data and upload to ODOT online Assetwise. The LRFR Bridge Rating Report typically submitted at Stage III Design Phase shall be updated as needed for any structural changes during construction prior to its final submission to the ODOT online Assetwise. Note that the initial baseline inspection shall be required before the ODOT's proposed date of the re-opening of the new bridge to vehicular traffic, preferably just before or coinciding with ODOT's Construction Final Inspection.

43. Construction Engineering (City's Stage 3) Services:

The Consultant will review all construction related shop drawings, erection plans and procedures and provide general consulting services during construction. Any services required to resolve errors, omissions, discrepancies or questionable items in the plans or in the specifications shall be provided at no cost to the city. Any services required as a result of changed conditions, contractor error or services requested by the City, including attendance at any on-site construction conference and the final on-site construction inspection shall be provided and paid for as follows: Consultant shall furnish overhead and profit rates to be used in conjunction with the actual hourly rates of the staff members whose services are used. A fixed fee of \$75,000.00 not to exceed for this construction related services and others have been established within the Proposed Fee Summary sheet. The rates shall be listed in the Design Consultant's Fee Proposal.

44. Type of Agreement:

Not to exceed: Base – Lump Sum, If Authorized – Lump Sum or Cost plus Net Fee with Upset Maximum as shown on Proposal Fee Sheets.

45. Fee:

The Base Contract (Part A) consists of five (5) parts. Bridge Type Study, Stage 1, Stage 2, Stage 3, and Plans, Specifications, & Estimates (PS&Es) (Tracings). Deliverables and Submittals shall be per the ODOT Project Development Process and referenced ODOT documents. These shall be Lump Sum.

Other Support Services tasks (Part B) are shall be invoiced as separate tasks and are as listed in the Proposal Fee sheets below. These shall be Lump Sum.

Additional If-Authorized or Separately Authorized tasks (Part C) are listed in the Proposal Fee Sheets below. These shall be Lump Sum.

46. Completion Time:

The Design Consultant shall complete and submit a Microsoft office progress schedule with the technical proposal (the Part "A" envelope). This schedule shall indicate completion time for each applicable milestone; including realistic agency review periods (assume 30 days).

47. Informational Handouts:

Design materials referenced throughout this RFP are to be obtained by Consultant and are available from the ODOT home page Design Resource Center or through the worldwide web. All applicable Location and Design Manuals, ODOT Bridge Manual, Standard drawings, ext. shall be used as a base of reference for this project.

48. Traffic Engineering Requirements:

A detailed set of maintenance of traffic and traffic control plans and any short-term closure provisions and notes will be reviewed and approved by the Traffic Engineer of the City of Cleveland concurrently with ODOT's review.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

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PROJECT SCHEDULE AND DELIVERABLES

ODOT Project Development, Path 2 process will be followed along with other provisions in the RFP. Consultant will provide all deliverables as needed to all public and private entities. Note: CWD requires Five (5) sets of full sized Waterworks Final Plans (four for CWD Field and one for CWD Office) plus 1 half sized complete construction plans and specifications. The project is scheduled for sale in Fiscal Year 2026 (Submit P, S & E to ODOT by **November 21, 2025**; Plan Package to C.O. December 15, 2025; Projected Sale Date March 12, 2026; Award Date March 26, 2026; Est. Begin Construction May 4, 2026; Est. End Construction December 31, 2026).

Notice to Proceed: December 2024

Contract: February 2024

Plan Design Development:
9 Months (NTP to C.O. Filing)

Construction Engineering:
8 Months (ODOT Precon to Final Acceptance)

Project schedule commences from Notice to Proceed and ends with City receiving Final As-builts and ODOT acceptance of Baseline Inventory & Initial Inspection.

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PROPOSAL REQUIREMENTS

Proposal should be organized as follows:

1. **Management**

Your proposal should include completed GSA Standard Form 330 – Part I and Standard Form 330 – Part II using the current format. Resumes of personnel performing key work tasks shall be submitted within SF 330 – Part I. For those firms with more than one office, include the office location (City) to which the team member is assigned.

It is necessary to provide a GSA Standard Form 330 – Part I and Standard Form 330 – Part II for any firm that will be providing approximately thirty percent (30%) or more of the proposed work.

Provide a matrix indicating the prime and sub-consultant firms' ODOT prequalification for all categories required. Include in this matrix the name(s) and prequalification level(s) of all personnel who are associated with and to provide services for each prequalification category.

The meaningful involvement of firms should be discussed, how you intend to manage the project and who will have overall responsibility. Prime and Sub-consultant work history should be discussed. Include the Engineers who will actually be performing the major tasks of this project. A detailed project organization chart is required. This organizational chart shall clearly define the team proposed for design of various work tasks. Show the length of time and number of projects the prime has worked with various team members. The quality control and assurance program should be discussed. Provide a realistic Project Schedule, showing the necessary work items, agency reviews, and total completion time. Project schedules are to be submitted utilizing Microsoft Project.

2. **Technical**

Provide a technical approach in sufficient detail such that it may be determined that the proposer has an understanding of the type of work involved and disciplines necessary to accomplish the project. Describe how the project is envisioned, or in other words, what is being furnished for the dollars quoted. Any exceptions or amplifications of the scope of work shall be presented under this section.

Provide a detailed list of plan drawings and estimated man-hours, for both the prime and sub-consultants, from project kickoff to submittal of the PS&E to ODOT and resolving any and all design issues until filing with plan

package with C.O.. This work task man-hour list is to be submitted in the Part "A" envelope with the technical proposal.

Provide a list of subconsultants, their work assignments and the percent of the work and percent of Cleveland Small Business (CSB) work and assignments that the entire team will be performing. These lists are to be submitted in the Part "A" envelope with the technical proposal.

3. Experience

Consultant and or team members shall be ODOT prequalified in project specific disciplines. Resumes of key personnel to be assigned to this project may be included.

Show the role of proposed project team members in the implementation of projects included in the Project Experience section of the RFP.

4. Federal Identification Number

The following information should be included in your proposal:

- Your mailing address.
- Your telephone and fax numbers
- Your form of business entity (corporation, partnership, limited partnership, joint venture, sole proprietorship, an individual, etc.)
- Either your Taxpayer Identification Number or, if appropriate, your Social Security Number. If submitted as a joint venture, a separate number for each member of the venture is required unless one number has been obtained for the venture. A Taxpayer Identification Number is required for entities other than a sole proprietorship or an individual, for which a Social Security Number is appropriate.

5. Noncompetitive Bid Contract Statement

The form titled: "Noncompetitive Bid Contract Statement For Calendar Year 2023" shall be filled out and submitted with the proposal for the prime consultant only.

6. Subconsultant Information

The following information is required for each sub consultant you intend to use:

- Subconsultant's name and mailing address
- Subconsultant's telephone and fax numbers

- A description of the work and the percentage that is anticipated the subconsultant will perform.
- A list of projects, if any, on which your firm and the subconsultant have both worked on

Provide a list of all sub-consultants (i.e. CSB and others), their work assignments and the percent of the work each will be performing. These lists are to be submitted in the Part "A" envelope with the technical proposal.

7. Cleveland Area Business

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 was enacted in an effort to increase the participation of local small business enterprises in City of Cleveland Contracts. The City has, therefore, established as one of its objectives, the meaningful involvement of Cleveland Small Businesses (CSB). Mayor's Office of Capital Projects has a participation CSB goal of ten (10) percent for this project.

Each Consultant representing itself as a CSB within the OEO schedules must be certified with the Office of Equal Opportunity as a CSB, CSB/MBE or CSB/FBE. Certified CSB firms, to date can be found at:

<https://cleveland.diversitycompliance.com>.

(Toggle on "Search the /MBS/FBE & Section 3 Registry" and enter a business description (e.g. engineering, architectural services, environmental))
The proposal shall state the percentage of dollar participation of each consultant proposing services.

8. Office of Equal Opportunity (OEO) Reports

Attached to this proposal are four (4) documents identified as "Contract Employment Report", Schedule 1 through 4, from the O.E.O. office. Although some terms, wording, descriptions, etc. in these documents do not necessarily apply to a professional services contract, the applicable forms must be completed and returned with your proposal. Note all subcontractors need to be listed on Schedule 2 and all subconsultants must execute Schedule 3. Please furnish two (2) unbound copies of Schedules 1 through 4, original signature, in the Part "B" envelope of your proposal. Return all schedules whether or not they apply to the project. The object of these forms is to facilitate OEO approvals. OEO will not evaluate MBE and FBE participation for professional service contracts. Consultant shall indicate/certify in Part "A" that schedules are included in Part "B" envelope. If the schedules are not

provided and properly executed once Part "B" is opened, the proposal must be deemed non-responsive.

9. Procedures and Reports

The City of Cleveland has made available to the Design Consultant existing information it has on hand through the referenced drop box link. The cost of additional information required will be borne and developed by the Consultant.

Construction will be administered by ODOT. Drawings are to be prepared in a format acceptable to ODOT. City standard applicable general note as per plan specifications and drawings shall be included in the construction set.

Drawings, submissions, reviews, and review meetings will follow ODOT's Plan Development process and requirements.

The consultant shall submit to all the appropriate City departments (Traffic Engineering, Water Pollution Control, Water Department and Cleveland Public Power), ODOT and utility companies for review and approval. Copies of all transmittal letters should be sent to the project manager in the Division of Engineering and Construction.

Private utility companies are to be contacted. Coordination, review and plan details necessary for the utility company to accomplish their work shall be included in the services furnished by the consultant. ODOT Utility Exhibit "B" shall be submitted to the Division of Engineering and Construction. Utility relocation plans and schedules shall meet the construction schedule. Preliminary Engineering Bridge Type Study should address private and public utility service needs.

During periods when the work is actually being accomplished, a monthly progress report and progress schedule will be required with invoice. Shortly after the notice to proceed has been received, the successful proposer shall submit a realistic schedule for approval. Once approved, this schedule shall become a part of the contract. Payments will be based upon the accepted "percentage complete" as shown on the progress schedule. Payment invoices shall be submitted in a format acceptable to the City.

10. Tracing Submittal

After successful construction bid and award, Consultant shall submit prints for each public and private utility listed as having facilities within the work limits, one set for each City division having work or jurisdiction over work in the project area, two (2) half size sets to Engineering and Construction and 5 full size sets to Cleveland Water Department. Addendum plan sheets shall be incorporated into these plans. A "CD" with drawing files in AutoCad format

with sheet index list to drawing file name list shall be submitted with these tracings (Final plans). Final As-Built tracings including electronic format files shall be submitted as part of project close-out (Construction Engineering Service).

11. Compensation

See "Proposal Fee Sheet" for the format desired.

A. Fee Definitions

Actual Cost plus Net Fee with an upset maximum.

The City will pay actual salary, overhead and expenses up to the upset maximum, and the consultant is expected to complete the work as scoped within the fee stated. The Net Fee will be paid whether or not the upset maximum is achieved. The only method of revising the upset maximum is through a change in the scope of work. If a change of complexity is claimed and granted, the modification will contain a Net Fee of zero dollars.

Lump Sum Fee

This is a bottom line figure and includes salary, overhead and expenses. As with the Cost plus Net Fee, the consultant is expected to complete the work as scoped at the fee stated, and the only method of revising the Lump Sum Fee is through a change in the Scope of Work. If a change in complexity is claimed and granted, the modification will contain a net fee of zero dollars.

The consultant shall submit the proposed number of man-hours for prime consultant and all subconsultants.

B. Fee Information Required

If a fee based on Actual Cost plus Net Fee with an upset maximum is offered, the proposal shall indicate the make-up of the fee hours, hourly rates, overhead, direct costs, and profit. Overhead percentage quoted shall remain in effect throughout the life of the basic contract. The source of the overhead rate quoted shall be identified; i.e., estimated, from an audit, etc. The hours quoted shall relate to a facet of the work involved. Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The weighted average rate per hour will be monitored on invoices and shall not exceed the rate from the proposal without justification. If a fee based on Lump Sum is offered, the proposal shall indicate the make-up of the fee hours and direct costs. The hours quoted shall relate to a facet of the work involved.

Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The intent is to show that the project has received a reasonable degree of estimation.

The consultant shall indicate the method that will be used to determine the fee should a contract modification become necessary. For example: hourly rate x multiplier + profit + expenses. In estimating the fee, include any wage changes that can be reasonably anticipated over the life of the contract. A fee based on a percentage of the construction cost is not acceptable. A percentage of the fee mark-up on a subcontract will not be permitted.

Although the proposed fee is not the deciding factor in the selection process, it will be evaluated along with the other criteria specified herein.

Show the proposed fee for all geotechnical investigation and engineering related services separate from costs associated with the other work. This includes tasks for geotechnical investigations, sampling, design, and construction related services.

12. City

The City of Cleveland will make available any existing information it may have in its files.

Overall contract administration, coordination and drawing review will be furnished by the City of Cleveland through:

Richard J. Switalski, P.E.
Administration Bureau Manager
Division of Engineering & Construction
601 Lakeside Avenue, Room 518
Cleveland, OH 44114-1015
Telephone: (216) 664-2381

13. Prime Consultant Eligibility

ODOT Prequalified Level II Bridge Design Firm.

14. Submittal Procedure

Your proposal shall be submitted in two (2) parts and identified (marked) as follows: Part "A" shall be the response to the qualifications and technical aspects of the RFP. Include the required two (2) additional unbound copies of the "Contract Employment Report" in Part "B" and the "Noncompetitive Bid Contract Statement" in Part "A" envelope. Part "B" shall be in a separate sealed envelope and contain the proposed fee, on company letterhead, and

signed with supporting data for the services requested. Interested parties should submit three (3) copies of Part A and one (1) copy of Part B with their proposal no later than the time and date stated on the cover letter to:

Richard J. Switalski, P.E.
Division of Engineering and Construction
601 Lakeside Avenue, Room 518
Cleveland, OH 44114-1015

Additional copies of your proposal may be required for internal processing if your proposal is accepted by the City.

15. Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requested for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page – but only that page – of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

16. Cleveland Area Business Code

Requirements

During performance of the Agreement, Contractor shall comply with all applicable requirements of the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any Regulations promulgated under the Code, which Code and Regulations are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor’s:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the

OEO may required, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and

- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply

When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

- a) Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprise (MBEs), Female Business Enterprises (FBEs), and Cleveland – area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares the commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- b) The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (CSB) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c) To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code – Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal in Part B and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Each Consultant representing itself as a Cleveland Area Small

Business (CSB) within the OEO schedules must be certified with the Office of Equal Opportunity as a CSB, CSB/MBE or CSB/FBE. Certified CSB firms, to date can be found at:

<https://cleveland.diversitycompliance.com>.

(Toggle on "Search the /MBS/FBE & Section 3 Registry" and enter a business description (e.g. engineering, architectural services, environmental))

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE and /or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- d. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disable veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in

conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors sitting forth the provisions of this nondiscrimination clause.

- e. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

17. Term of Proposal's Effectiveness

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 240 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

18. Execution of a Contract

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

19. "Short-listing"

The City reserves the right to select a limited number (a "shortlist") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentation in writing.

20. Proposer's Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information

made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

21. Interpretation:

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

22. Insurance:

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

The consultant shall indemnify and save harmless the City of Cleveland, and/or any other City or agency as required from and against all suits or claims that may be based upon any injury to persons or damage to property arising out of any error, omission or negligent act of the consultant or its subcontractor. The consultant shall, at its own expense, defend the City of Cleveland, and/or any other City or agency as required in all litigation, pay all attorney's fees, damages, court costs and other expenses arising from such claims in connection therewith.

The City will require the successful proposer to maintain comprehensive general public and professional liability insurance insuring the consultant against the indemnification obligation stated above.

The comprehensive general liability insurance policy only shall name the City as additional insured, shall have limits of not less than \$500,000.00 for injuries, including accidental death, to one person and not less than \$1,000,000.00 on account of one occurrence involving more than one person, and property insurance in an amount of not less than \$200,000.00, and shall be primary with respect to the consultant's general liability, notwithstanding

any other insurance covering the City. The professional liability insurance shall have limits of not less than \$100,000.00 for any one incident.

The consultant shall also carry full insurance coverage on drawings, specifications and other valuable information against loss by fire damage, destruction, theft, etc., while said documents are on their premises, of not less than \$10,000.00.

The cost of the insurance coverage shall be included in the base fee.

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PROPOSAL EVALUATION; SELECTION CRITERIA

Selection Criteria

- A. The following proposal subjects will be evaluated for the bridge rehabilitation:
1. Management Approach
 2. Technical Approach
 3. Experience of Personnel Assigned to the Project
 4. Experience of Firm on Similar Type Projects
 5. CSB Participation
 6. Proposal Responsive to RFP
 7. Material in Part "B" Envelope
- B. The following procedure will be used in evaluating the proposals:
1. Based on the technical data furnished, the proposals will be ranked in an order of preference.
 2. At this point envelope "B" will be opened and its contents included in the evaluation.
 3. If the proposed fee of the top ranked firm is not the lowest fee submitted, the City will enter into negotiations with that firm in order to bring the fee more in line with the other proposed fees.
 4. Should that endeavor fail, the City would then proceed to the second ranked firm, etc. until the most qualified firm at the best fee has been elected.

During the selection process, one or more proposers may be asked to meet with City personnel to ensure that the proposer fully understands the requested work and to clear up any questions the City may have about the proposal.

The City's Rights and Requirements

The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

Disqualification of a Proposer/Proposal:

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desired the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

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APPENDIX A PROPOSAL FEE SUMMARY

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

	Man-Hours Prime & Subs	Lump Sum	Cost Plus
A. Design Base Contract			
Bridge Type Study		\$	██████████
Stage 1		\$	██████████
Stage 2		\$	██████████
Stage 3		\$	██████████
PS&E		\$	██████████
Subtotal – A. Design Base		\$	██████████
B. Support Services			
Field Survey & Basemapping		\$	██████████
Geotechnical Exploration		\$	██████████
Hydraulic Engineering		\$	██████████
Subtotal – B. Support Svcs		\$	██████████

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C. If Authorized Items			
Cultural Resources – §106		\$	██████████
Cultural Resources – §4(f)/6(f)		\$	██████████
Cultural Resources – Phase I		\$	██████████
Ecological Resources – Level 1 Survey		\$	██████████
Environmental Site Assessment Services (excluding RMR Assessment)		\$	██████████
Bridge Inventory Data Entry and SMS Inspections		\$	██████████
Subsurface Utility Location Services		\$	██████████
Water Line: Preliminary and Final Plans		\$	██████████
Asbestos Sampling & Report		\$	██████████
Construction Services	██████████	██████████	\$75,000
Additional Services	██████████	██████████	\$50,000
Subtotal – C. If Authorized		\$	\$125,000
TOTAL (Parts A, B, and C)		\$	

If it becomes necessary to revise the agreement, the rates that will be used along with the actual hourly rates plus approved expense. (Rates shall also apply to Additional Services, If Authorized).

Overhead % _____ Profit % _____

Note: Part B services will be provided by ODOT and work product supplied to the City and Consultant.

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PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Bridge Type Study

Work Items/Tasks	Man Hours	Average Rate	Cost
Total (Hrs. & Direct Labor Cost)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			

Total, Preliminary Engineering Study (Hrs. & Cost)			

** Provide Itemized List
 *** Provide Separate Sub-Consultant Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Stage 2

Work Items/Tasks	Man Hours	Average Rate	Cost
Total (Hrs. & Direct Labor Cost)			
Overhead (_____ %)			
Subtotal – 1			
Net Fee (_____ %)			
Subtotal – 2			
** Allowable Direct Cost			

Total, Preliminary Engineering Study (Hrs. & Cost)			

** Provide Itemized List
 *** Provide Separate Sub-Consultant Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Stage 3

Work Items/Tasks	Man Hours	Average Rate	Cost
Total (Hrs. & Direct Labor Cost)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			

Total, Preliminary Engineering Study (Hrs. & Cost)			

** Provide Itemized List
 *** Provide Separate Sub-Consultant Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Cultural Resources (If Authorized)

Work Items/tasks	Man Hours	Average Rate	Cost
Section 106 – Scoping Request Form			
Section 4(f)/Section 6(f) – Determination Request Form			
Phase I – Cultural Resources Survey Report			
Total Hrs. (From Worksheets or Above)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			

Total, Cultural Resources			

** Provide Itemized List
 *** Provide Separate Sub-Consultant Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Ecological Resources (If Authorized)

Work Items/tasks	Man Hours	Average Rate	Cost
Level 1 Ecological Survey Reports – Use Environet Tab			
Mussel Survey			
Total Hrs. (From Worksheets or Above)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			

Total, Ecological Resources			

** Provide Itemized List

*** Provide Separate Sub-Consultant Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Environmental Site Assessment (If Authorized)

Work Items/tasks	Man Hours	Average Rate	Cost
Regulated Materials (RMR) Screening			
RMR Assessment			
Total Hrs. (From Worksheets or Above)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			

Total for Environmental Site Assesment			

** Provide Itemized List

*** Provide Separate Sub-Consultant Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

**Assetwise Inventory Data Entry and Initial & Routine Bridge Inspections
 (If Authorized)**

Work Items/tasks	Man Hours	Average Rate	Cost
Assetwise Data – Before Construction – Complete inventory & upload to Assetwise.			
SMS Initial – After Construction & Prior to Re-opening to Traffic – Complete initial inspection & upload to Assetwise.			
SMS Routine – CY 2024			
SMS Routine – CY 2025			
SMS Routine – CY 2026			
Total (Hrs. & Direct Labor) (*)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			

Total for Inspections and Inventory			

- * Note that Bridge Load Rating Report is part of Base Scope. Report update is necessary if there are structural changes during construction and is included as part of construction services cost plus services
- ** Provide Itemized List
- *** Provide Separate Sub-Consultant Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Water Line: Preliminary and Final Plans (If Authorized)

<u>Work Items/tasks</u>	<u>Man Hours</u>	<u>Average Rate</u>	<u>Cost</u>
Preliminary Plans			
Final Plans			
Total (Hrs. & Direct Labor Cost)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			
*** Sub consultant's Costs			
Total, (Hrs. & Cost)			

** Provide Itemized List

*** Provide Separate Proposal (Services, Man-hours & Cost)

PROPOSAL FEE SHEET

PROJECT: MLK 5030M Bridge over Doan Brook

DATE: _____

CONSULTANT/CONTACT _____

Asbestos Sampling & Report including NOI Forms (If Authorized)

<u>Work Items/tasks</u>	<u>Man Hours</u>	<u>Average Rate</u>	<u>Cost</u>
Preliminary Plans			
Final Plans			
Total (Hrs. & Direct Labor Cost)			
Overhead (____ %)			
Subtotal – 1			
Net Fee (____ %)			
Subtotal – 2			
** Allowable Direct Cost			
*** Sub consultant's Costs			
Total, (Hrs. & Cost)			

** Provide Itemized List

*** Provide Separate Proposal (Services, Man-hours & Cost)

