CITY OF CLEVELAND
Mayor Frank G. Jackson

Mayor's Office of Capital Projects
Division of Engineering and Construction

Request for Proposal:
Moveable Bridge In-Depth Inspections

October 8, 2020

Table of Contents

Introduction	Page	1
Scope of Services	Page	1
Project Schedule and Deliverables	Page	9
Proposal Requirements	Page	9
Proposal Evaluation Selection Criteria	Page	19
Appendix A; Fee Summary Sheets	Page	22

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

Introduction and Background

The services required under this proposal are those professional and para-professional services which are needed to hands-on inspect the Willow Lift Bridge, Carter Road Lift Bridge, Eagle Avenue Lift Bridge and W 3rd Lift Bridge.

The Consultant shall provide all services necessary to comply with the requirements as stipulated herein. Plans of the existing bridge and relevant documents can be downloaded from ODOT Assetwise:

https://www.dropbox.com/sh/j2z09owds4k4gem/AACeQbKV7XtGdH2uOyWORyAza?dl=0

Eagle Avenue Lift Bridge plans can be downloaded from:
https://www.dropbox.com/sh/84hgn3dfi6inah8/AAC4mqyFxPyBAN5noXRwQyYJa?dl=0

A proposal meeting will not be held. Written questions will be received until October 27th at noon and an addendum with all questions and answers will be posted by close of business on October 28th. The questions shall be directed to Mr. Thomas P. Boyer, P.E., Design Section Chief at tboyer@city.cleveland.oh.us.

The proposal will be due by noon on November 10, 2020. Proposals will be accepted at the security entrance of Willow Car Garage, 601 Lakeside, Cleveland, Ohio

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.

SCOPE OF SERVICES:

The work associated with this project is separated into two phases; (I) Site Inspection and (II) Inspection Reports. Both phases must be completed for successful completion of the project.

The CONSULTANT will provide a thorough inspection of the structural, mechanical, hydraulic (if any) and pneumatic (if any) and electrical components of the movable bridge and provide a complete report conforming to AASHTO, FHWA, NBIS and ODOT with findings and recommendations of short term and long term maintenance items with estimated costs.

The Eagle Avenue Lift Bridge is a bridge closed to all traffic and locked in its up position. Marine traffic passes under this bridge. The inspection for this closed bridge is limited to its structural condition, the approach spans and roadway approaches, safety barriers and security fencing and lighting, warning signs, embankment and physical condition of the bridge closure gates and devices, locking mechanisms, currently installed vandal and tamper proofing devices and other appurtenances.

The inspection of each movable bridge will also include the approach spans and roadway approaches, retaining walls & railings (if any) and embankments.

In addition, the Complex Bridge Inspection Procedures provided in ASSETWISE for W 3rd Street Lift Bridge, Carter Road Lift Bridge and Willow Lift Bridge are approved by ODOT and are be adhered to for this in-depth inspection project.

The following provisions are the minimum for this contract. The CONSULTANT may elect to suggest activities in the proposal that will improve the inspection or reduce costs:

Phase I – SITE INSPECTION

The CONSULTANT will investigate the condition of the bridges and identify areas of deterioration, with the inspection focusing on the bridge operation, span balance determination, mechanical, hydraulic (if any), pneumatic (if any), electrical, and structural components. Any condition requiring immediate corrective actions will be reported promptly to City's Project Manager by telephone and then in writing.

Structural Inspection:

The structural inspection will be performed in accordance with the latest edition of the National Bridge Inspections Standards (NBIS), AASHTO's Manual for Bridge Inspection (MBE), FHWA Bridge Inspector's Reference Manual (BIRM), AASHTO's Movable Bridge Inspection, Evaluation, and Maintenance Manual (Latest Edition), ODOT Bridge Inspection Manual; FHWA Bridge Inspector's Manual for Movable Bridges (Latest Edition) & FHWA Inspection of Fracture Critical Bridge Members (Latest Edition). The previous inspection reports and inventory data are accessible in the ODOT ASSETWISE Inventory and Collection System. In addition, a detailed inspection of the superstructure and substructure elements will be performed as listed below.

- **Superstructure:** Inspection of members/elements will include investigating for cracks, corrosion, spalls, unusual movement, settlement, changes in alignment, and loose connections.

- **Substructure (above water surface)**: The substructure elements including abutments, piers, fender systems, pile clusters or dolphins will be

inspected for damage, distortion, delamination, cracks, corrosion, spalls, and movement/settlements. In addition, wood elements will be inspected for defects such as checks, splits, and decay. Concrete members will be sounded with a hammer to determine any delamination, check for spalling, exposure of reinforcing steel and cracking. Steel members will be inspected for corrosion, distortion, and section loss.

- **Substructure (below water surface)**:

  Underwater Inspection Scope per NBIS (if authorized).

Mechanical Inspection:

Every component of the mechanical system will be inspected. Components will be inspected for leakage, cracks, unusual noise, corrosion and wear. The inspection of the drive system and auxiliary drive system will be inspected for, but not limited to, generator housing and ventilation systems, counterweight sheaves, shafts, bearings, counterweight ropes, brakes, gear sets, speed reducers, couplings, mounted bolts, span machinery supports and anchorages.

- **Bridge Operation**:

The operation of the bridge will be observed in all modes to investigate the condition of the drives, the functionality of the traffic signals, bells and gates, interferences between movable and stationary parts of the bridge, controllability of the moving span, the effectiveness of the stabilizing machinery, and the span balance determination. During operation, the machinery will be monitored for abnormal noises and vibration.

The mechanical components that stabilize the movable span when it is in motion and at rest will be inspected. The components to be inspected include, but are not limited to, span guides, counterweight guides, counterweights, balancing chains, centering devices, span locks and drives, buffers, bump blocks and live load supports or wedges. In addition, the traffic barriers and gates will be inspected.

- **Hydraulics & Pneumatics (if present) Inspection**

Depending on the type of hydraulic & pneumatic machinery present the in-depth inspection will include but not be limited to hydraulic & pneumatic actuators, tail locks, hydraulic & pneumatic cylinders, and hydraulic & pneumatic motors, pumps, filters, hoses, piping and interconnecting pipes, hydraulic fluid, accumulators, and associated supports, couplings and fittings. All major components will be visually inspected for leaks, overheating, seal condition, misalignment, unusual noise or vibration.

Electrical Inspection

This includes the visual inspection of the electrical components of the drive, stabilizing, control system, bridge lighting, backup generators, aerial and flexible cables and trays, closed-circuit television (CCTV) and bridge safety features. The bridge safety features include the navigational lights, horns/bells, traffic lights, gates, and safety interlocks. The electrical equipment inspection will include, but not be limited to the following: a detailed examination for smooth operation, uniform and regular movement, proper mounting, applied tension, vibration, overheating, wear, rust, carbon deposits, loose terminations, noise, lubrication, alignment, clearances, spring tension, arching, insulating fluid levels, insulating fluid contamination, dirt contamination, insulation conditions, system grounding, enclosure grounding, equipment grounding, bonding, current/ voltage/ kilowatt readings, type of power source and their compatibility with the equipment sourced, adequacy of power fuses or breakers, weather tightness, safety, and signs of distress or pending distress.

For constant voltage drive systems (DC or Sinusoidal AC), the power consumed by the normal drive motors will be measured and recorded on a strip chart during the test opening/closing of the movable span. The results of the test will be reviewed for any defects or inconsistencies.
Electrical scope will include all electronics contained within the bridge including but not limited to PLC's, servers, modems, routers, communication equipment and wiring, video monitoring equipment & circuity, Fiberoptics feeds and terminations, fixed & portable computers, time clock, fire alarms and annunciation panels, intercom systems, warning systems, control consoles etc.

Phase II - INSPECTION REPORTS

The deliverables for this Scope of Work will be the inspection reports and updating the ODOT ASSETWISE Inventory and Collection System for these bridges. The inspection reports phase will include fulfilling NBIS and ODOT Bridge Inspection Program reporting requirements and preparing a well-written comprehensive detailed inspection report.

NBIS Reporting Requirements:

The CONSULTANT will complete several inspection reports using ODOT ASSETWISE that are required for compliance with the NBIS & ODOT. The electronic reports in ODOT ASSETWISE shall be entered within 30 days of starting field activities, and may be edited afterward to modify condition ratings or improve the quality of comments. The reports that must be completed in ODOT ASSETWISE include:

- Bridge Security & Safety Inspection Report
- FHWA/ODOT/AASHTO Element Inspection Report

- Fracture Critical Inspection Report
- Work Recommendations & Probable Costs Report
- Structure Inventory and Appraisal
- Underwater Bridge Inspection Reports
- Request for Action Report (as-needed)

Copies of the electronic documents shall be provided in the Appendix Section of the in-depth inspection report and also stored in the ASSETWISE

Comprehensive In-Depth Inspection Report:

The in-depth inspection report must include descriptions and observations of the inspection procedures, conditions found during inspection and operation of the members of the mechanical, hydraulic (if any), pneumatic (if any), electrical, and structural systems. The report will also describe the significance of the findings; serve as reference for prioritized maintenance. All units of measurement in the report are to be presented in English units. Typical forms that have been developed and used in the inspection will be included in the report. The CONSULTANT shall submit a draft of the inspection reports to the City within 30 calendar days of beginning field inspection.

Organize the report according to the following manner:

1. Cover Sheet:
   Include the City Bridge ID, SFN, facility, feature, unique name (if applicable), description, date of field activities, and elevation photo.

2. Table of Contents:
   Provide titles and page numbers for significant sections, subsections, and appendices.

3. Executive Summary:
   Briefly describe the structural, mechanical, hydraulic, and electrical characteristics. Include a summarized prioritized repair recommendations for structural, mechanical, hydraulic (if any), pneumatic (if any), electrical.

4. Complex Bridge Inspection Procedures on ASSETWISE:
   State the procedures utilized for the detailed inspection. In a brief manner, describe the qualifications of the on-site inspection team, list complex features, identify specialized equipment needs, and state any risk factors that jeopardize safe functioning of the structure.

5. In-Depth Inspection Notes:
   Organize in a logical manner the in-depth structural, mechanical, electrical, pneumatic (if any) hydraulic (if any) inspection critical findings. Describe in detail the current condition of components, elements, or systems and factors affecting continued performance. Document changes in condition from previous inspections.

6. Appendices:
   Utilize the appendices to organize CAD drawings, field sketches, notes, forms, recorded readings, testing reports, sampling results, and photographs.

All photographs will be in color and captioned. Photographs which appear in the report body will be formatted for consistent size, uniform location within the text, and have blue labels. Photos in the report will also have an arrow, circle, or other shape to highlight deficiencies that are noted. Photographs, at a minimum, will include the general arrangement of the drive and stabilizing machinery, hydraulic and electrical components. The structural element photographs will include the elevation view of the sides, views of the typical condition of the bridge deck surface and underside, deck joints, typical superstructure elements, abutments, piers, slope protection, waterway, approach, and fender system. In addition, the photograph will show major components and deteriorated areas and defects.

An electronic copy of the draft report will be provided to the City's Project Manager in MS Word format. Comments will be returned to the CONSULTANT for review. A progress meeting may be held with the City's representatives and the CONSULTANT to review and discuss comments. The CONSULTANT will then incorporate revisions into the final report. The City reserves the right to request additional drafts for review if, in the opinion of City's Project Manager, the changes required are extensive. The contract will be unsatisfactory if the CONSULTANT fails to make changes to the report as required by City's Project Manager.

The CONSULTANT will submit three (3) 3-ring bound copies of the final report. The final report will also contain one Electronic Media (DVD, USB etc.) with electronic copies of the final report and all photos taken.

MEETINGS:

The CONSULTANT is required to attend a Project Initiation Meeting and one Progress Meeting.

A mandatory project initiation meeting will be held with the CONSULTANT **before** the start of the site inspection work. The project manager will be required to attend the meeting that will be held at the Division of Engineering &

Construction, Room 518 City Hall, 601 Lakeside Avenue, Cleveland, OH 44114 or at a location that is mutually agreed to.

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 that remain. The meeting will be attended by City's Bridge Program Manager, the City's PM and other Engineering staff.

The CONSULTANT will keep notes of these meetings and provide minutes to the City's Project Manager within one week after the meeting.

Meeting Dates

Project Initiation Meeting: One week after NTP (before beginning any field work.)

Progress Meetings:
(1) At the completion of the "draft" Report

EQUIPMENT & PERMITS:

The means and method for bridge inspection & permits will be the responsibility of the CONSULTANT.

The CONSULTANT must provide all of the necessary inspection tools/specialized equipment for completion of the inspection.

The CONSULTANT must provide all of the necessary personal safety equipment for each employee at the work site. All equipment must be in sound working order, meeting applicable inspections for safe operation. Lost time due to equipment failures will not be paid for.

The City has issued a standard procedure when working around a movable bridge. A safety meeting will be held one the first day of inspection at each bridge to review the procedure. The City will issue the consultant radios for communication during the inspection period.

SAFETY:

The City requires safe working operations. The CONSULTANT shall perform field operations in accordance with Ohio OSHA regulations and accepted safety practices.

The CONSULTANT shall designate a specific individual within their field staff who will

be responsible for communicating when scheduled and unscheduled bridge openings will occur. The designated individual will ensure that all staff on, below, inside, or near the bridge are aware of the bridge opening and machinery guards, equipment, and tools are secure.

EXISTING RECORDS AND DATA:

The City will furnish the CONSULTANT access to any available pertinent information related to the structure(s) being inspected.

Information furnished to the CONSULTANT will not be released or distributed to any outside agency without written permission from the City's Project Manager.

Release of information: The CONSULTANT may not release any information about the bridge or the inspection to anyone outside of the City.

References and Guidelines: Below is a list of reference documents that the CONSULTANT is expected to be familiar with and use to complete the inspection and report:

- AASHTO, Standard Specifications for Highway Bridges and for Movable Highway Bridges
- AASHTO The Manual For Bridge Evaluation
- AASHTO Manual for Bridge Element Inspection
- AASHTO Movable Bridge Inspection, Evaluation, and Maintenance Manual
- Federal Highway Administration (FHWA)
- Publications: Inspection of Fracture Critical Bridge Members, Bridge Inspectors Reference Manual (BIRM), Underwater Inspection of Bridges
- ODOT Bridge Inspection Manual (OBIM)
- Manual on Uniform Traffic Control Devices for Streets and Highways
- National Electrical Code
- National Fluid Power Association
- American Society for Testing and Materials (ASTM)
- National Electrical and Electronics Engineers, Inc.
- National Bridge Inspection Standards (NBIS)
- American Welding society
- And other references pertaining to Design and Inspection of Bridges. Such as American Society of Mechanical Engineers (ASME), Anti Friction Bearing Manufacturers Association (AFBMA) etc.

GENERAL:

1. Agreement: City of Cleveland; Contracting Officer: Matt Spronz, P.E., Director of Mayor's Office of Capital Projects.

2. Method of Financing: City of Cleveland.

3. Type of Agreement: In-Depth Movable Bridge Inspection & Underwater Dive Inspection - Lump Sum.

4. 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 Phase, including realistic City review periods (assume 15 days).

5. 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 Manuals, Standard drawings, ext. shall be used as a base of reference for this project.

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.

PROJECT SCHEDULES:

NTP In-Depth Movable Bridge Inspections:	February 2021
Contract:	March 2021
ASSETWISE Filing Completion:	
Willow In-Depth	August 2021
West Third In-Depth	September 2021
Carter Road In-Depth	December 2021
Eagle Structural	December 2021
All Underwater Inspections	January 2022

PROPOSAL REQUIREMENTS

Proposal should be organized as follows:

1. Management

   Your proposal should include GSA Standard Form 330 – Part II and Standard Form 330 – Part I. 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 II and Standard Form 330 – Part I for any firm that will be providing approximately thirty percent (30%) or more of the proposed work.

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 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 tasks and man-hours for each phase of this bridge inspection project.

   A list of City of Cleveland projects for prime and sub-consultants, if any, the firm has worked on.

3. Experience

   Consultant and or team members shall be ODOT prequalified in project specific disciplines. Resumes & ODOT Bridge Training Certifications of key personnel to be <u>assigned</u> to this project must 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, email 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.

- Noncompetitive Bid Contract Statement
  The form titled: "Noncompetitive Bid Contract Statement For Calendar Year 2020" shall be filled out and submitted with the proposal for the prime consultant only.

5. Subconsultant Information
   The following information is required for each sub consultant you intend to use:
   - Subconsultant's name and mailing address
   - Subconsultant's telephone. email 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.

6. 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 goal of ten (10) percent for Cleveland Small Businesses (CSB) on this project.**

   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:

   http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/OfficeofEqualOpportunity/CSB_MBE_FBE_Registry.

The proposal shall state the percentage of dollar participation of each consultant proposing services.

7. 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.

8. Procedures and Reports

The City of Cleveland will make available to the Design Consultant awarded the contract any existing information it may have on hand. One print of requested data will be furnished by the City at no cost to the Consultant. The cost of additional information required will be borne by the Consultant.

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.

9. 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 inspection 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.

10. City

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

Overall contract administration, coordination and report 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

11. Consultant Eligibility

To be eligible for this award, the proposer shall not have received a contract with the Division of Engineering & Construction in the previous six (6) months.

12. 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

The additional copies of your proposal will be required for internal processing if your proposal is accepted by the City.

13. 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.

14. 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.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the City's website at http://www.city.cleveland.oh.us. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".

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.

15. 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").

16. 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.

17. "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.

18. 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.

19. 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.

20. 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.

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 insure 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 too 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.

(The remainder of this page was intentionally left blank)

APPENDIX A

PROPOSAL FEE SUMMARY SHEET

PROJECT: Movable Bridge In-Depth Inspections

DATE: _____

CONSULTANT/CONTACT: _____

	Man-hours Prime & Subs	Average Rate	Lump Sum
A. Base Contract			
Willow Lift Bridge In-Depth		$	
West 3rd Lift bridge In-Depth			
Cater Lift Bridge In-Depth			
Eagle Lift Bridge (Structural) In-Depth		$	
Sub - Total A:			
B. "If Authorized Items"			
Underwater Dive Inspections Calendar Year 2022			
Additional services	N/A	N/A	$30,000.00
Sub-Total B: ("If Authorized items")		$	
TOTAL (A + B)		$	

*If it becomes necessary to revise the agreement, the rates that will be used along with the actual hourly rates plus approved expense.

Overhead % _____ Profit % _____

PROPOSAL FEE SHEET: Additional Services

PROJECT: Moveable Bridge In-Depth Inspections
DATE: _____
CONSULTANT/CONTACT: _____

Classification	Man-Hour	Average Rate	Cost
Total (Hrs & Direct Labor Cost)			
Overhead (_____ %)			
Subtotal – 1			
Net Fee (_____ %)			
Subtotal – 2			
* Sub-consultant's Costs			
Total, (Hrs. & Cost)			

* Provide Separate Proposal (Classification, Man-hour & Average Rate)