

## CHECKLIST TO DESIGNATE AREAS OF EVALUATION FOR REQUESTS FOR PROPOSAL (RFP)

MDOT PROJECT MANAGER			JOB NUMBER (JN)	CONTROL SECTION (CS)
PROJECT DESCRIPTION				
ESTIMATED COST PER JN			<b>CONSULTANT:</b> Provide only checked items below in proposal.	
ESTIMATED HOURS PER JN				
Check the appropriate Tier in the box below				
<b>TIER I</b> (\$25,000-\$99,999)	<b>TIER II</b> (\$100,000-\$250,000)	<b>TIER III</b> (>\$250,000)	<b>MDOT PROJECT MANAGER:</b> Check all items to be included in RFP.  WHITE = REQUIRED GRAY SHADING = OPTIONAL	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Understanding of Service	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Innovations</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Safety Program</i>	
N/A	<input type="checkbox"/>	<input type="checkbox"/>	Organization Chart	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Qualifications of Team	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Past Performance	
Not required as part of official RFP	Not required as part of official RFP	<input type="checkbox"/>	Quality Assurance/Quality Control	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Location:</b> The percentage of work performed in Michigan will be used for all selections unless the project is for on-site inspection or survey activities, then location should be scored using the distance from the consultant office to the on-site inspection or survey activity.	
N/A	N/A	<input type="checkbox"/>	Presentation	
N/A	N/A	<input type="checkbox"/>	Technical Proposal (if Presentation is required)	
3 pages (MDOT forms not counted) <b>(No Resumes)</b>	7 pages (MDOT forms not counted)	19 pages (MDOT forms not counted)	<b>Total maximum pages for RFP not including key personnel resumes</b>	

The Michigan Department of Transportation (MDOT) is seeking professional services for the project contained in the attached scope of services.

If your firm is interested in providing services, please indicate your interest by submitting a Proposal, Proposal/Bid Sheet or Bid Sheet as indicated below. The documents must be submitted in accordance with the latest "Consultant/Vendor Selection Guidelines for Service Contracts" and "Guideline for Completing a Low Bid Sheet(s)", if a low bid is involved as part of the selection process. **Referenced Guidelines are available on MDOT's website under Doing Business > Vendor/Consultant Services > Vendor/Consultant Selections.**

## RFP SPECIFIC INFORMATION

BUREAU OF HIGHWAYS       BUREAU OF TRANSPORTATION PLANNING \*\*       OTHER

THE SERVICE WAS POSTED ON THE ANTICIPATED QUARTERLY REQUESTS FOR PROPOSALS

NO       YES      DATED \_\_\_\_\_ THROUGH \_\_\_\_\_

<input checked="" type="checkbox"/> <b>Prequalified Services</b> – See page <u>1</u> of the attached Scope of Services for required Prequalification Classifications.	<input type="checkbox"/> <b>Non-Prequalified Services</b> - If selected, the vendor must make sure that current financial information, including labor rates, overhead computations, and financial statements, if overhead is not audited, is on file with MDOT's Office of Commission Audits. This information must be on file for the prime vendor and all sub vendors so that the contract will not be delayed. <b>(Form 5100J Required with Proposal)</b>
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**Qualifications Based Selection** – Use Consultant/Vendor Selection Guidelines

**For all Qualifications Based Selections**, the section team will review the information submitted and will select the firm considered most qualified to perform the services based on the proposals. The selected vendor will be contacted to confirm capacity. Upon confirmation, that firm will be asked to prepare a priced proposal. Negotiations will be conducted with the firm selected.

**\*\*For RFP's that originate in Bureau of Transportation Planning only**, a priced proposal must be submitted at the same time as, but separate from, the proposal. Submit directly to the Contract Administrator/Selection Specialist, Bureau of Transportation Planning (see address list, page 2). The priced proposal must be submitted in a sealed envelope, clearly marked "**PRICE PROPOSAL.**" The vendor's name and return address **MUST** be on the front of the envelope. The priced proposal will only be opened for the highest scoring proposal. Unopened priced proposals will be returned to the unselected vendor(s). Failure to comply with this procedure may result in your priced proposal being opened erroneously by the mail room.

**For a cost plus fixed fee contract**, the selected vendor must have a cost accounting system to support a cost plus fixed fee contract. This type of system has a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the vendor's job-order accounting system.

**Qualifications Review / Low Bid** - Use Consultant/Vendor Selection Guidelines. See Bid Sheet Instructions for additional information.

For Qualification Review/Low Bid selections, the selection team will review the proposals submitted and post the date of the bid opening on the MDOT website. The notification will be posted at least two business days prior to the bid opening. Only bids from vendors that meet proposal requirements will be opened. The vendor with the lowest bid will be selected. The selected vendor may be contacted to confirm capacity.

**Best Value** - Use Consultant/Vendor Selection Guidelines. See Bid Sheet Instructions below for additional information. The bid amount is a component of the total proposal score, not the determining factor of the selection.

**Low Bid** (no qualifications review required - no proposal required.) See Bid Sheet Instructions below for additional instructions.

## BID SHEET INSTRUCTIONS

A bid sheet(s) must be submitted in accordance with the "Guideline for Completing a Low Bid Sheet(s)" (available on MDOT's website). The Bid Sheet(s) is located at the end of the Scope of Services. Submit bid sheet(s) separate from the proposal, to the address indicated below. The bid sheet(s) must be submitted in a sealed manila envelope, clearly marked "**SEALED BID.**" The vendor's name and return address **MUST** be on the front of the envelope. Failure to comply with this procedure may result in your bid being opened erroneously by the mail room and the bid being rejected from consideration.

**PROPOSAL SUBMITTAL INFORMATION**

REQUIRED NUMBER OF COPIES FOR PROJECT MANAGER 3	PROPOSAL/BID DUE DATE 6/2/10	TIME DUE 4:00 p.m.
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**PROPOSAL AND BID SHEET MAILING ADDRESSES**

Mail the multiple proposal bundle to the MDOT Project Manager or Other indicated below.

MDOT Project Manager  MDOT Other

Kim Nowack  
N415 I-75  
St. Ignace, MI 49781

Mail one additional stapled copy of the proposal to the Lansing Office indicated below.

**Lansing Regular Mail****OR****Lansing Overnight Mail**

Secretary, Contract Services Div - B470  
Michigan Department of Transportation  
PO Box 30050  
Lansing, MI 48909

Secretary, Contract Services Div - B470  
Michigan Department of Transportation  
425 W. Ottawa  
Lansing, MI 48933

Contract Administrator/Selection Specialist  
Bureau of Transportation Planning B470  
Michigan Department of Transportation  
PO Box 30050  
Lansing, MI 48909

Contract Administrator/Selection Specialist  
Bureau of Transportation Planning B470  
Michigan Department of Transportation  
425 W. Ottawa  
Lansing, MI 48933

**GENERAL INFORMATION**

Any questions relative to the scope of services must be submitted by e-mail to the MDOT Project Manager. Questions must be received by the Project Manager at least four (4) working days prior to the due date and time specified above. All questions and answers will be placed on the MDOT website as soon as possible after receipt of the questions, and at least three (3) days prior to the RFP due date deadline. The names of vendors submitting questions will not be disclosed.

MDOT is an equal opportunity employer and MDOT DBE firms are encouraged to apply. The participating DBE firm, as currently certified by MDOT's Office of Equal Opportunity, shall be listed in the Proposal

The following two American Recovery and Reinvestment Act of 2009 (ARRA) notifications, **ARRA MONTHLY EMPLOYMENT REPORTS** and **REQUIRED CONTRACT PROVISIONS TO IMPLEMENT AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SECTIONS 902 AND 1515**, are attached to this Request For Proposal for your understanding. These two notifications are only applicable for those projects/contracts funded with ARRA funds and will be included in contract Exhibits.

**MDOT FORMS REQUIRED AS PART OF PROPOSAL SUBMISSION**

- 5100D** – Request for Proposal Cover Sheet
- 5100G** – Certification of Availability of Key Personnel
- 5100I** – Conflict of Interest Statement
- 5100J** - Consultant Data and Signature Sheet (Required only for Non-Prequalified Work)

**(These forms are not included in the proposal maximum page count.)**

**Notification**  
**ARRA MONTHLY EMPLOYMENT REPORTS**  
**Note: This Notification is only applicable for those projects/contracts funded with ARRA funds. If you have questions, please contact MDOT Contract Services Division at (517) 335-0071.**

The American Recovery and Reinvestment Act of 2009 (ARRA), requires states receiving stimulus funds for highway projects to provide monthly reports to the Federal Highway Administration (FHWA) regarding the number of employees of the prime contractors, all-tier subcontractors and consultants on ARRA funded projects.

The cost for complying with this Notification must be borne by the prime contractor, and all-tiers of subcontractors and consultants, as part of their overhead and is deemed to be included in the payments made under this contract.

Within 10 days after the end of each month in which work is performed on this contract, all prime contractors and consultants must provide the Engineer a monthly report on MERS at <https://sso.state.mi.us/> providing employment information on each ARRA project, which will include, for work performed in that preceding month:

- The total number of employees who performed work on this contract.
- The total number of hours worked by employees who performed work on this contract.
- The total wages of employees who performed work on this contract.

*Prime Consultants are responsible for reporting on all subconsultants' employment information in MERS, as the sub consultants will not have access to do so.*

In addition, the prime contractor must provide a total payment amount made to any subcontractor who is a certified DBE in that preceding month.

This Notification shall be included as a part of each subcontract executed by the prime contractor, and all-tiers of subcontractors and consultants.

If necessary to conform to guidance provided by FHWA concerning the ARRA reporting requirements, the prime contractor, and all-tiers of subcontractors and consultants will revise their reporting as directed by the Engineer.

**Failure to comply with the reporting requirements under ARRA would jeopardize the Department's continued receipt of ARRA funding.**

**Accordingly, if a contractor or any-tier of subcontractor or consultant fails to comply with this Notification, the Department may withhold contract payments until compliance is achieved. If the Department is compelled to incur costs because of such a breach, the amount of those costs may be deducted from payments otherwise to be made under this contract. Additional sanctions may include reduction or elimination of prequalification ratings and removal of bidding privileges.**

**NOTIFICATION  
REQUIRED CONTRACT PROVISIONS TO IMPLEMENT AMERICAN  
RECOVERY AND REINVESTMENT ACT (ARRA) SECTIONS 902 AND 1515**

**Note: This notification is only applicable for those projects/contracts funded with ARRA funds. If you have questions, please contact MDOT Contract Services Division at (517) 335-0071.**

In accordance with requirements under section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts:

The U.S. Comptroller General and his representatives have the authority:

- (1) To examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) To interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Comptroller General and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in section 902, nothing in section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with the requirements of section 1515(a) of the ARRA any representatives of the Inspector General have the authority:

- (1) To examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or sub-grant; and
- (2) To interview any officer or employee of the contractor, grantee, sub-grantee or agency regarding such transactions.

Nothing set forth in section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

**Michigan Department of Transportation  
Mackinac Bridge Authority**

**SCOPE OF SERVICE  
FOR  
CONSTRUCTION SERVICES  
Bridge Painting Inspection**

**CONTROL SECTION:** 86000

**JOB NUMBER:** M00221

**PROJECT LOCATION:** North Truss Span of the Mackinac Bridge

**DESCRIPTION OF WORK:**

The Consultant shall provide, to the satisfaction of the Department and the Mackinac Bridge Authority (MBA), Construction Engineering Services as generally described herein:

The Construction Engineering Services are as follows: **inspection, measurement, computation and documentation of quantities.** The schedule for this project shall be considered dependent on the contractor's operations. Contractors on previous similar projects have used two crews working a 24 hour/7 day schedule during parts of the project. The consultant must demonstrate that it has the qualified individuals available to meet this schedule. Weekend work shall be required and night work may be required. **MBA reserves the right to modify the number of inspectors based on work load.**

**ANTICIPATED START DATE:** July 2010

**ANTICIPATED COMPLETION DATE:** February 2013

**PRIMARY PREQUALIFICATION CLASSIFICATION:**  
Bridge Painting Inspection

**SECONDARY PREQUALIFICATION CLASSIFICATION:** None

**DBE REQUIREMENT:** None

**ESTIMATED PROJECT COST:** \$14,700,000

**MBA PROJECT MANAGER:**

Kim Nowack  
N415 I-75  
St. Ignace, MI 49781  
Ph: 906-643-7600  
Fax: 906-643-7668  
E-mail: nowackk@michigan.gov

The Consultant shall contact the Project Manager prior to beginning any work on this Project.

**ADDITIONAL CONSULTANT CRITERIA:**

The following criteria will be highly considered during the evaluation and scoring of proposals:

1. National Association of Corrosion Engineers (N.A.C.E.) Certification
2. Working knowledge of the applicable Federal and State laws relative to worker health and safety, environmental protection, and hazardous material transportation
3. Proof of training for Resource Conservation and Recovery Act (RCRA) hazardous waste requirements
4. Proof of United States Department of Transportation hazardous materials training
5. Familiarity with current MDOT specifications for cleaning and coating existing steel structures

**BRIDGE PROTECTIVE MEASURES:**

The selected consultant shall comply with the requirements for bridge protective measures set forth in Exhibit 1 which is attached to this scope of work and which will become part of the contract with the selected consultant.

## **GENERAL INFORMATION:**

- A. The Consultant shall furnish all services and labor necessary to conduct and complete the Construction Engineering Services described herein. The Consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Department), and check and/or test the materials, equipment, supplies, and incidentals as necessary in carrying out this work. The Services shall be performed to the satisfaction of the Department consistent with applicable professional standards.
- B. The Consultant's principal contact with the Department shall be through the designated MBA Project Manager.
- C. The Services described herein are financed with public funds. The Consultant shall comply with all applicable Federal and State laws, rules, and regulations.
- D. The Consultant agrees to demonstrate knowledge of, and performance in compliance with, the standard construction practices of the Department; the Project construction contract, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the Materials Sampling Guide; the Materials Quality Assurance Procedures Manual; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.
- E. Designate a Consultant Representative to serve as Field Supervisor of all Consultant personnel and services performed under this contract and to act as liaison between the Consultant and the Project Manager. The Consultant Representative shall report to and be directly accountable to the Project Manager.
- F. The Consultant will notify the MBA Project Manager, in writing, prior to any personnel changes from those specified in the Consultant's original approved proposal. Any personnel substitutions are subject to the review and approval of the MBA Project Manager.
- G. The consultant will be required to document and process all IDRs and other documents using a method that has been pre-approved prior to the start of work.
- H. The consultant shall assist and attend weekly progress meetings.
- I. The consultant shall notify the Project Manager immediately of any unanticipated project conditions.
- J. The consultant shall act as the Inspector as provided in the Specifications, Special Provisions, the Michigan Construction Manual, and any and all other applicable reference, guidelines, and/or procedures manuals.

- K. The consultant shall sample or test, or both, materials per MDOT requirements to be incorporated in the work, and reject Contractor's work and materials not meeting the Specifications, Special Provisions, the Michigan Construction Manual, and any and all other applicable reference, guidelines, and/or procedures manuals.
- L. MBA staff shall handle primary communication issues. It is expected that the consultant be available to MBA at all times for issues that may need clarification for public releases.
- M. The Consultant shall contact the Project Manager prior to beginning any work on this Project. Key consultant personnel are required to attend a partnering session with the MBA staff prior to construction.
- N. The inspectors shall submit time sheets on a weekly basis to the Project Manager for review and approval.

**CONSULTANT RESPONSIBILITIES:**

The Consultant shall perform field operations in accordance with the Department's Personal Protective Equipment (PPE) Policy as stated in the MDOT Guidance Document #10118. A current copy of MDOT's PPE Policy is available on the Vendor/Consultant Services page of MDOT's website. The Consultant shall perform field operations in accordance with MIOSHA regulations and accepted safety practices.

- A. The consultant shall provide, to the satisfaction of the Department, inspection services required for bridge painting inspection, perform all reporting, measurement, computation, and documentation required by the Specifications, plans, proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals required for the inspection for construction of the aforementioned project, and as directed by the Project Manager.
- B. The consultant shall ensure that all work under this Agreement will be performed in compliance with the contract documents and the standard practices of the Department. Sampling frequencies for inspection and testing will be as prescribed by the Specifications, proposal, MDOT Materials Sampling Guide and/or other applicable references, guidelines, and procedures manuals and instruction furnished by the Department or as directed by the Project Manager, and no variation will be permitted except on written order of the Department.
- C. The consultant shall ensure that acceptance samples, tests, and reporting procedures will conform to the Specifications, proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Department.

- D.** The inspector(s) will immediately bring to the attention of the Project Manager, the failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may require resolution by the Project Manager.
- E.** The inspector(s) shall provide their own transportation to, from, and on the project site to perform the services outlined herein.
- F.** The inspector(s) shall discuss the method of reporting for daily inspection reports prior to work on this project. The reporting method may involve Field Manager and/or Field Book software or may be in the format traditional to the consultant firm. Electronic reports are preferred. The inspector(s) shall deliver all inspection reports to the Project Manager weekly unless other arrangements are made.
- G.** The inspector(s) shall attend all project related meetings and may be asked to record meeting minutes as requested by the Project Manager.
- H.** The inspector(s) shall provide all required reference materials including, but not limited to, MDOT Standard Specifications, Materials Sampling Guide, Construction Manual, and any and all other necessary applicable references, guidelines and procedures manuals.
- I.** The Consultant shall be responsible for any errors that occur on the project due to an inspection and/or testing error. The Consultant will be responsible to compensate MDOT for the additional costs incurred due to an inspection and/or testing error on the project by one of their employees. At such time the error is discovered, MDOT will meet with the Consultant to discuss options to rectify the error.
- J.** The Consultant shall assist MBA staff with the monitoring of the weights of the contractor's equipment and materials placed on the bridge during construction. The consultant shall notify the Project Manager immediately if the contractor's equipment or material weights exceed the weight limits established on the contractor's approved containment plans.
- K.** The Consultant shall keep daily diaries, sketches, logs, and records consistent with Department practice as may be needed to record the Contractor's progress. Notify the Project Manager of any anticipated or received Contractor's requests for extensions of time.
- A.** The Consultant shall withdraw any personnel or halt any services no longer required, at the request of the Department, or within a reasonable time after the lack of need becomes apparent to the Consultant or the Project Manager. The consultant will not be reimbursed for the cost of personnel charged to a project that the Project Manager has determined was unnecessary.

## **PROJECT INSPECTION:**

- A. Ongoing Inspection:** Provide inspection of all Contractor field construction work, provide quality control, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliance work to be made whole by the Contractor or to find the non-compliance work acceptable to the Consultant and, where necessary, to the MDOT Design Project Manager. Inform the above Project Manager of non-compliance work and trends toward borderline compliance.
- B. Final Inspection:** Assist MBA staff in completing a final inspection of all work included in the Project, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after the Consultant's records show the work is completed. The final inspection shall include notifying the Contractor in writing of particular defects to be remedied if work is not acceptable to the Consultant.
- C. Final Acceptance:** Ascertain that each and every part of the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. Assist the Project Manager and other Department personnel, as directed by current Department policy, in the final acceptance of the project.

## **TESTING AND REPORTING:**

- A. Material Certification:** Make certain that acceptable test reports and/or material certifications from the supplier have been received, prior to the incorporation of materials in the work, for materials tested off the Project site.

## **MEASUREMENT, COMPUTATION AND DOCUMENTATION OF QUANTITIES:**

- A. Documentation:** Measure and compute quantities, and provide appropriate documentation of all materials incorporated in the work and items of work completed, and maintain an item record account using Field Manager software or approved equal.  
**Should Fieldmanager be the inspection reporting method approved by the Engineer Manager, the Consultant must obtain and be able to use the FieldManager Suite of Software for this project. Contact Info Tech, Inc. at (352) 381-4400 or fax (352) 381-4444 or ([www.fieldmanager.com](http://www.fieldmanager.com)) to obtain software and information on training. Since this software will be used on all MDOT projects in the future, the cost of this software cannot be charged as a direct expense for this project. Consultants must keep their version of the FieldManager Suite of software current with the version being used by MDOT.**

- B. Insufficient Tested Materials:** Track insufficient tested materials and notify the Contractor on a bi-weekly basis.

**REPORTING AND RECORD KEEPING:**

- A. Consultant Reports:** Prepare such periodic, intermediate and final reports and records as may be required by the Department and as are applicable to the Project, which may include, but are not limited to:
- . **Inspector's Daily Reports,**
  - . **Construction Item and Tested Material Records using FieldManager,**
  - . **Monthly Report on Material Inspection,**
  - . **Labor Compliance, such as the Weekly Employment and OJT Report (Form 1199),**
  - . **Force Accounts**
  - . **Other records and/or reports as required for the individual Project by the Project Manager and/or as required by Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals.**
- H. Reports-Contractor Generated:** Review and make recommendations on Construction Contractor submittal of records and reports required by the Department as applicable to the Project which may include, but not limited to:
- . Working Drawings,
  - . Contractor requests for material substitutions or specification questions,
  - . Contractor's claims for additional compensation and extension(s) of time, and
  - . Other reports and records as required for the individual Project by the Project Manager.

**CLOSING ALL PROJECT DOCUMENTATION:**

- A. Final Measure and Summarize:** Final field measure applicable items of work. Prepare final summaries for applicable items of work. Submit final reports documenting all work items, materials and related items.

**MDOT RESPONSIBILITIES:**

- A.** The Project Manager shall furnish to the Consultant all Project specific construction contracts, proposals, plans, plan revisions, written instructions, and other information and/or data as deemed necessary by the Project Manager for the Services required herein.
- B.** The Project Manager shall provide general monitoring and quality auditing inspection of the Project to assure that the Project has been completed in reasonable conformance with the plans and specifications for Project Acceptance and to determine that the work performed to date by the Consultant for Services rendered is

reasonable and appropriate before approving the Consultant's requests for progress payments.

- C. The Project Manager will arrange and conduct the Preconstruction meeting as well as prepare and distribute the meeting minutes.

### **CONSULTANT PAYMENT**

Compensation for this project shall be on an **actual cost plus fixed fee** basis. This basis of payment typically includes an estimate of labor hours by classification or employee, hourly labor rates, applied overhead, other direct costs, subconsultant costs, and applied fixed fee.

All billings for services must be directed to the Department and follow the current guidelines. The latest copy of the "Professional Engineering Service Reimbursement Guidelines for Bureau of Highways" is available on MDOT's website. This document contains instructions and forms that must be followed and used for billing. Payment may be delayed or decreased if the instructions are not followed.

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within 60 days after the completion of services for the current billing. The final billing must be received within 60 days of the completion of services. Refer to your contract for your specific contract terms.

Direct expenses will not be paid in excess of that allowed by the Department for its own employees in accordance with the State of Michigan's Standardized Travel Regulations. Supporting documentation must be submitted, with the invoice/bill, for all billable expenses on the Project. The only hours that will be considered allowable charges for this contract are those that are directly attributable to the activities of this Project.

The use of overtime hours is not acceptable unless prior written approval is granted by the MDOT Region Engineer/Bureau Director and the MDOT Project Manager. Reimbursement for overtime hours that are allowed will be limited to time spent on this project in excess of forty hours per person per week. Any variations to this rule should be included in the priced proposal submitted by the Consultant and must have prior written approval by the MDOT Region Engineer/Bureau Director and the MDOT Project Engineer Manager.

The fixed fee for profit allowed for this project is 11.0% of the cost of direct labor and overhead.

## EXHIBIT 1

### **MACKINAC BRIDGE PROTECTIVE MEASURES**

The following provisions address the intention to safeguard the Mackinac Bridge.

It is expected the CONSULTANT will disclose the provisions described below to its SUBCONSULTANT(S) and all prospective employees before the CONSULTANT presents any individual employee to the MBA as their personnel authorized to work on this Michigan Department of Transportation (MDOT) CONTACT.

The CONSULTANT and all personnel performing the work will be expected to fully comply with all provisions.

#### A CONFIDENTIALITY PROVISIONS

The CONSULTANT agrees that all information related to any work performed under the CONTRACT authorization, including, but not limited to, copies of plans, reports and/or other documents used or generated related to the work performed, is confidential. Any information provided by the Michigan Bridge Authority (MBA) or obtained by the CONSULTANT or its SUBCONSULTANT(S) relating to the work to be performed shall not be reproduced or distributed to any individuals without the express written approval of the Mackinac Bridge Authority Engineer (ENGINEER). The CONSULTANT agrees to maintain all information related to this project as confidential except any information that is required to be disclosed by court order.

Structural information concerning the Mackinac Bridge is exempt from disclosure under the Michigan Freedom of Information Act (FOIA) Act 442 of 1976, (15.2 MCL). Section 13 of the Act specifically exempts from disclosure information relating to bridges or documents related to the bridges as they are "public works" and "[r]ecords or information of measures designed to protect the security or safety of persons or property." Other exemptions may be applicable as well.

All original plans and/or documents related to any and all project work done under this authorization that is hereafter part of this Contract and all copies thereof shall be returned to the MBA when the projects are completed. The CONSULTANT agrees that all original plans and documents related to the projects and all copies thereof belong to the MBA. The CONSULTANT further agrees that it will not make copies of any plans or documents related to the projects without the prior written consent of the ENGINEER. All documents prepared by the CONSULTANT including tracings, drawings, estimates, specifications, field notes, investigative studies, and other relevant documents, are the property of the MBA and will not be furnished to any other party without the prior written permission of the ENGINEER.

The CONSULTANT agrees that if the CONSULTANT or its SUBCONSULTANT(S) violates the confidentiality provisions of this authorization the CONSULTANT will be financially responsible for consequential damages, including, but not limited to, the costs associated with assessing the potential threat and providing additional security systems to the Mackinac Bridge.

A violation of these CONFIDENTIALITY PROVISIONS shall be considered a breach of this authorization and this Contract. MDOT may, in its sole discretion, terminate this authorization and the Contract for any breach of these CONFIDENTIALITY PROVISIONS.

#### A. EQUIPMENT INSPECTION PROVISIONS

The ENGINEER may refuse to allow the CONSULTANT or its SUBCONSULTANT to use equipment brought to the Mackinac Bridge due to security concerns. Equipment brought to the Mackinac Bridge for use by the CONSULTANT or its SUBCONSULTANT(S) will be made available and subject to inspection by the ENGINEER or a duly designated inspection agent prior to its use or at any time while onsite.

A violation of this EQUIPMENT INSPECTION PROVISION shall be considered a breach of this authorization and this Contract. MDOT may, in its sole discretion, terminate this authorization and the Contract if the EQUIPMENT INSPECTION PROVISIONS are not met by the CONSULTANT or its SUBCONSULTANT(S).

#### C PERSONNEL SPECIAL SECURITY PROVISIONS

The CONSULTANT agrees to initially submit a complete list to the ENGINEER at the pre-inspection meeting that identifies all personnel and their SUBCONSULTANT(S) personnel that will have access to the documents discussed above and any information that is produced as a result of the work that they will perform. The list shall include, at a minimum, each identified person's full name, driver's license or identification number, social security number, place and date of birth. A current photograph from a valid identification document must also be provided for each person identified on the list. The list with accompanied photograph shall be updated if personnel are added or dropped from the workforce.

The CONSULTANT shall also provide, at or before the pre-inspection meeting, criminal background checks of all personnel that they indicate will perform work at any time under this contract authorization.

Requests for such additional background checks may be initiated by the ENGINEER at any time. The CONSULTANT expressly recognizes and agrees to cooperate, if the ENGINEER, in its sole discretion, desires to conduct an investigation concerning the eligibility of any personnel identified to perform work on this project. Such investigations may include Michigan State Police Background checks (ICHAT OR LEIN) and may include the National Crime Information Center (NCIC) Finger Prints. The personnel that are identified and listed may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Checks. Any personnel, if requested, that refuses or fails to submit an RI-8 Fingerprint Card

for the NCIC Finger Print Checks must be replaced with personnel acceptable to the ENGINEER.

Only personnel with satisfactory criminal background checks that are acceptable to the ENGINEER will be authorized to perform work under this contract authorization.

The identity of all personnel working at the bridge will be subject to verification by the ENGINEER or a duly designated verification agent at the start of each workday. Off-site personnel are subject to verification by the ENGINEER or a duly designated verification agent at any time. Personnel that are not verified will not be permitted access to the bridge or the documents discussed above.

The CONSULTANT remains fully responsible for providing employees that will be able to obtain and maintain acceptable security checks and achieve verification that satisfy the MBA. The CONSULTANT shall not be entitled to extensions of time while suitable replacements are obtained.

A violation of these PERSONNEL SPECIAL SECURITY PROVISIONS shall be considered a breach of this authorization and this Contract. MDOT may, in its sole discretion, terminate this authorization and the Contract for any breach of these PERSONNEL SPECIAL SECURITY PROVISIONS.

#### D. STATE OF MICHIGAN'S IT POLICY PROVISION

All personnel employed by the CONSULTANT and its SUBCONSULTANT(S) must agree to and comply with the State of Michigan's IT resource acceptable use policy if accepted as personnel authorized to work on this Contract.

A violation of these STATE OF MICHIGAN'S IT POLICY PROVISION shall be considered a breach of this authorization and this Contract. MDOT may, in its sole discretion, terminate this authorization and the Contract for any breach of these STATE OF MICHIGAN'S IT POLICY PROVISION.