Michigan Department
Of Transportation
5100B (05/13)

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

REQUISITION NUMBER	DUE DATE	TIME DUE
1644	12/15/2014	noon EST

MDOT PROJECT MANAGER	JOB NUMBER (JN)	CONTROL SECTION (CS)
Michael Szuch	123051	77111

DESCRIPTION
Construction Engineering for Bridge Rehabilitation to include a shallow SFMC overlay, joint repair, deck patching, brush block

MDOT PROJECT MANAGER: Check all items to be included in RFP WHITE = REQUIRED ** = OPTIONAL Check the appropriate Tier in the box below			**CONSULTANT:** Provide only checked items below in proposal
☐ **TIER 1 ($50,000 - $150,000)**	☑ **TIER II ($150,000-$1,000,000)**	☐ **TIER III (>$1,000,000)**	
☐	☑	☐	Understanding of Service **
☐	☑	☐	*Innovations*
☐	☑	☐	Organizational Chart
☐	☑	☐	Qualifications of Team
Not required as part of Official RFP	Not required as part of Official RFP	☐	Quality Assurance/Quality Control **
☐	☑	☐	**Location:** The percentage of work performed in Michigan will be used for all selections unless the project is for on-site p=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	☐	Presentation **
N/A	N/A	☐	Technical Proposal (if Presentation is required)
3 pages (MDOT Forms not counted) **(No Resumes)**	7 pages (MDOT Forms not counted)	14 pages (MDOT forms not counted)	Total maximum pages for RFP **not including key personnel resumes.** Resumes limited to 2 pages per key staff personnel.

PROPOSAL AND BID SHEET EMAIL ADDRESS – mdot-rfp-response@michigan.gov

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 five (5) 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.

MDOT FORMS REQUIRED AS PART OF PROPOSAL SUBMISSION

5100D – Request for Proposal Cover Sheet
5100J – Consultant Data and Signature Sheet (Required only for firms not currently prequalified with MDOT)

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

REQUEST FOR PROPOSAL

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 Services Contracts" and "Guideline for Completing a Low Bid Sheet(S)*, if a low bid is involved as part of the selection process. **Reference Guidelines are available on MDOT's website under Doing Business > Vendor/Consultant Services >Vendor/Consultant Selections.**

RFP SPECIFIC INFORMATION

☑ ENGINEERING SERVICES ☐ BUREAU OF TRANSPORTATION PLANNING ☐ OTHER

THE SERVICE WAS POSTED ON THE ANTICIPATED QUARTERLY REQUESTS FOR PROPOSALS

☐ NO ☑ YES DATED 07/2014 THROUGH 09/2014

☑ **Prequalified Services** – See the attached Scope of Services for required Prequalification Classifications.

☐ **Non-Prequalified Services** – 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. **Form 5100J is required with Proposal for firms not currently prequalified with MDOT**

☑ **Qualifications Based Selection** – Use Consultant/Vendor Selection Guidelines

For all Qualifications Based Selections, the selection team will review the information submitted and will select the firm considered most qualified to perform the services based on the proposals. The selected firm will be asked to prepare a priced proposal. Negotiations will be conducted with the firm selected.

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.

☐ **Qualification Based Selection / 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. The vendor that has met established qualification threshold and with the lowest bid will be selected.

☐ **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

Bid Sheet(s) must be submitted in accordance with the "Guidelines for Completing a Low Bid Sheet(s)* (available on MDOT's website). Bid Sheet(s) are located at the end of the Scope of Services. Submit bid sheet(s) with the proposal, to the email address: mdot-rfp-response@michigan.gov. Failure to comply with this procedure may result in your bid being rejected from consideration.

PARTNERSHIP CHARTER AGREEMENT

MDOT and ACEC created a Partnership Charter Agreement which establishes guidelines to assist MDOT and Consultants in successful partnering. Both the Consultant and MDOT Project Manager are reminded to review the **ACEC-MDOT Partnership Charter Agreement** and are asked to follow all communications, issues resolution and other procedures and guidance's contained therein.

NOTIFICATION
MANDATORY ELECTRONIC SUBMITTAL

Proposals submitted for this project must be submitted electronically.

The following are changes to the Proposal Submittal Requirements:

- Eliminated the Following Requirements:
  - Safety Program
  - Communication Plan
  - Past Performance as *a separate section*
  - Separate section for DBE Statement of goals. Include information in Qualification of Team section

- Implemented the Following Changes:
  - All proposals require an Organization Chart
  - Resumes must be a maximum of two pages
  - Only Key (lead) staff resumes may be submitted
  - Tier III proposal reduced from 19 to 14 pages
  - Forms 5100D, 5100I, and 5100G combined – 5100D
  - Forms 5100B and 5100H combined – 5100B
  - RFP's will be posted on a weekly basis -- on Mondays

The following are Requirements for Electronic Submittals:

- Proposals must be prepared using the most current guidelines
- The proposal must be bookmarked to clearly identify the proposal sections (See Below)
- For any section not required per the RFP, the bookmark must be edited to include "N/A" after the bookmark title.
  Example: Understanding of Service – N/A
- Proposals must be assembled and saved as a single PDF file
- PDF file must be 5 megabytes or smaller
- PDF file must be submitted via e-mail to MDOT-RFP-Response@michigan.gov
- MDOT's requisition number and company name must be included in the subject line of the e-mail. The PDF shall be named using the following format:
  - Requisition#XXX_Company Name.PDF
- MDOT will not accept multiple submittals
- Proposals must be *received* by MDOT on or before the due date and time specified in each RFP

If the submittals do not comply with the requirements, they may be determined unresponsive.

The Consultant's will receive an e-mail reply/notification from MDOT when the proposal is received. Please retain a copy of this e-mail as proof that the proposal was received on time. **Consultants are responsible for ensuring the MDOT receives the proposal on time.**

****Contact Contract Services Division immediately at 517-373-4680 if you do not get an auto response****

Required Bookmarking Format:

I. Request for Proposal Cover Sheet Form 5100D
   A. Consultant Data and Signature Sheet, Form 5100J (if applicable)
II. Understanding of Service
   A. Innovations
III. Qualifications of Team
   A. Structure of Project Team
      1. Role of Firms
      2. Role of Key Personnel
   B. Organization Chart
   C. Location
IV. Quality Assurance / Quality Control Plan
V. Resumes of Key Staff
VI. Pricing Documents/Bid Sheet (if applicable)

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NOTIFICATION
E-VERIFY REQUIREMENTS

E-Verify is an Internet based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of that employee to work in the United States. There is no charge to employers to use E-Verify. The E-Verify system is operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration. E-Verify is available in Spanish.

The State of Michigan is requiring, under Public Act 200 of 2012, Section 381, that as a condition of each contract or subcontract for construction, maintenance, or engineering services that the pre-qualified contractor or subcontractor agree to use the E-Verify system to verify that all persons hired during the contract term by the contractor or subcontractor are legally present and authorized to work in the United States.

Information on registration for and use of the E-Verify program can be obtained via the Internet at the DHS Web site: http://www.dhs.gov/E-Verify.

The documentation supporting the usage of the E-Verify system must be maintained by each consultant and be made available to MDOT upon request.

It is the responsibility of the prime consultant to include the E-Verify requirement documented in this NOTIFICATION in all tiers of subcontracts.

9/13/12

Michigan Department of Transportation

SCOPE OF SERVICE
FOR
CONSTRUCTION SERVICES
Full Construction Engineering

CONTROL SECTION(S): 77111

JOB NUMBER(S): 123051

PROJECT LOCATION: U.S. Portion of the original Blue Water Bridge (WB I-94)

DESCRIPTION OF WORK: Deck rehabilitation including joint repair and replacement, deck patching, brush block repair and replacement, and shallow silica fume modified concrete (SFMC) overlay. The bridge will be closed for this work and all traffic will be rerouted to the East Bound structure. This project has an expedited schedule with impact to the Michigan and Canadian Economies.

The Consultant shall provide, to the satisfaction of the Department, Construction Engineering Services as generally described herein: project for construction work to be performed by the Construction Contractor until completion of work by the Construction Contractor and acceptance of the Project and construction engineering services by the Department.

The Construction Engineering Services are as follows: **project administration; inspection; staking; quality assurance testing and reporting; measurement, computation, and documentation of quantities; reporting and record keeping; and finalizing all project documentation.**

ANTICIPATED START DATE: February 2015

ANTICIPATED COMPLETION DATE: August 2015

PRIMARY PREQUALIFICATION CLASSIFICATION:
Bridge Construction Engineering
Road Construction Engineering

SECONDARY PREQUALIFICATION CLASSIFICATION:
Portland Cement Concrete Inspection & Testing
Traffic and Safety Inspection Services

DBE PARTICIPATION: None

ESTIMATED CONSTRUCTION COST: $3,450,000

MDOT PROJECT MANAGER:
Michael Szuch, Blue Water Bridge Manager
Blue Water Bridge
1410 Elmwood
Port Huron, MI 48060
Phone: 810-984-3131
Fax: 810-984-1810
E-mail: szuchm@michigan.gov

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

BRIDGE PROTECTIVE MEASURES:

The selected consultant shall comply with the requirements for vridge 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:

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.

A. The Consultant's principal contact with the Department shall be through the designated Project Manager.

B. The Services described herein are financed with public funds. The Consultant shall comply with all applicable Federal and State laws, rules, and regulations

C. 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; the Density Control Handbook; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

D. Some work items on this project will require night work.

CONSULTANT RESPONSIBILITIES:

A. **Safety:** 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 Bulletin Board System. The Consultant shall perform field operations in accordance with MIOSHA regulations and accepted safety practices.

B. **Project Engineer:** Perform as the Project Engineer for the Project consistent with the Department's practice and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals. Assign the Project Engineer as liaison between the Consultant and Department-designated Project Manager.

C. **Inspectors:** Perform as the Inspector for the Project consistent with the Department's practice and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals. The consultant shall assign a sufficient number of qualified and experienced technicians to this Project to perform the services in a quality manner to avoid any delay to the Construction Contractor. Personnel performing inspection and testing on bituminous, Portland cement, aggregate or for density must have the appropriate certification and level for the inspection and testing that is being performed.

D. **Office Support and Equipment:** Provide an experienced office technician knowledgeable about all aspects of the Field Manager system, and procedures regarding project record documentation. Provide administrative support. Provide all computer equipment necessary to run Field Manager system.

E. **Meetings:** Arrange and conduct conferences and meetings required carrying out the services or as may be required by the Project Manager. Prepare and distribute minutes of all meetings except the Preconstruction meeting.

F. **Coordination:** Provide appropriate coordination and contact, public relations, and cooperation with all affected local, state, and/or federal agencies including the Federal Highway Administration; other Consultants and other Contractors; the general public; utilities and railroad companies; and local police, fire, and emergency services which may be affected by the Project and which are deemed to be the responsibility of the Consultant by the Department.

G. **Soil erosion and sedimentation control:** Perform inspection of the construction site to assure that proper soil erosion and sedimentation controls are in place. A MDEQ certified NPDES Storm water Operator shall be assigned to inspect and document the project per the NPDES requirements. Any violation of the NPDES permit by the construction contractor must be immediately reported to the Project Manager. Personnel performing inspection on areas where soil erosion and sedimentation control are needed must have successfully completed Soil Erosion and Sedimentation Control Training.

H. **Progress**: 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 Contractor's requests for extensions of time. Notify the Project Manager upon receipt of any Contractor's requests for extensions of time.

I. **Changes/Extras/Adjustments**: Notify the Project Manager immediately of any unanticipated Project conditions and any changes, extras, or adjustments to the contract before processing a Work Order and/or Recommendation.

J. **Contentious Issues:** Resolve any problems, issues, discrepancies, or other items brought to the attention of the Consultant by the Contractor. Provide written documentation of the resolution of such issues. Keep the Project Manager informed of all such issues.

K. **Contractor Claims**: Represent the Department as the Project Engineer on any and all claims for extra compensation and denied extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the Department. These claims shall be represented by the Consultant in accordance with Section 104.09 of the most current Standard Specification for Construction and/or the Department's Written Claim Procedures in effect at the time the Construction Contractor files the claim.

L. **Staff Reductions**: 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.

M. **Consultant Deliverables**: Collect, properly label or identify, and deliver to the Department all original diaries, logs, notebooks, accounts, records, reports, other documents, and Project files prepared by the Consultant in the performance of the Agreement, upon completion or termination of the Agreement. Return, upon completion or termination of the Agreement, all Specifications, Manuals, guides, written instructions, construction contracts and plans, unused forms, and all other documents and materials furnished by the Department. The Consultant may be responsible for replacing lost documents or materials at a fair and reasonable price.

N. Design Changes: Due to the complexity of this project, the consultant shall be responsible for all necessary design changes with approval from the Project Engineer Manager.

PROJECT INSPECTION

A. **Ongoing Inspection**: Provide inspection of all Contractor field construction work, perform quality assurance sampling and/or testing, 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 Project Manager. Inform the above Project Manager of non-compliance work and trends toward borderline compliance.

B. **Final Inspection**: Complete 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. Invite the Project Manager and other Department personnel, as directed by current Department policy, to participate in the final acceptance.

TESTING AND REPORTING

A. **Material Quality Assurance Sampling and/or Testing and Density Control**: Conduct quality assurance sampling and/or testing of materials including but not limited to, Portland cement concrete, bituminous mixtures, aggregates, and density testing and reporting in accordance with MDOT's Materials Source Guide, Materials Quality Assurance Procedures Manual, Density Control Handbook, and any or all other applicable referenced or included Contract Documents. Determine the acceptability of materials based on their respective specification requirements. Immediately inform the Project Manager of non-compliance work and trends toward borderline compliance. Reject Contractor's work and materials not in compliance with the Contract Documents or as directed by MDOT. **The Prime Consultant <u>will</u> be held accountable for all quality assurance activities and will be reimbursed for these activities unless otherwise indicated in writing by the MDOT project manager that the Prime Consultant is not responsible for these services.**

B. **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.

C. **Material Reports**: Submit Material test reports, including but not limited, the Inspector's Report of Concrete Placed 1174A, Aggregate Inspection Reports 1900 & 1901, Bituminous QA reports, Concrete QA reports, and the "Moisture and Density Determination, Nuclear Method", Form 582B, etc. to the distribution list within one day of the testing. The efficiency of the consultant in getting the "Moisture and Density Determination, Nuclear Method", Form 582B, copy to the Lansing, Density Technology Unit, 8885 Ricks Road, Lansing, MI 48909 will be measured by that unit and reflected on the consultant's evaluation.

The consultant and any sub-consultants contracted by the Michigan Department of Transportation (MDOT) to perform density testing services that use equipment regulated by the Nuclear Regulatory Commission (NRC) shall:

1. Possess a valid license issued by the NRC, or recognized Agreement State, for ownership and use of sealed sources contained within portable nuclear density gauges.

2. Provide the Radiation Safety Office (RSO) of MDOT with a copy of the aforementioned license.

3. Comply with all rules and regulations set forth by Title 10 (Energy) and 49 (Transportation).

Failure of any of the above will be found in noncompliance with the contract.

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.
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) 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:

- **a. Inspector's Daily Reports,**
- **b. Work Orders,**
- **c. Construction Item and Tested Material Records using FieldManager,**
- **d. Transfer of Tested Materials,**
- **e. Monthly Report on Material Inspection,**
- **f. Moisture and Density Determination Reports (Form 582B)**
- **g. Inspector's Report of Concrete Placed (Form 1174A-M)**
- **h. NPDES Storm water Operator Reports (Form 1126)**
- **i. Labor Compliance, such as the Weekly Employment and OJT Report (Form 1199),**
- **j. Construction Estimate Bi-Weekly Report,**
- **k. Bi-Weekly Construction Progress Report and Weekly Statement of Working Days Charged**
- **l. Force Accounts**
- **m. Contract Modifications (Recommendations and Authorizations)**
- **n. Extension of Time and Liquidated Damages**
- **o. Contractor Evaluation (Form 1182)**
- **p. Reduction in Reserve**
- **q. Complete Post Construction Review including form 285-2, if required by the Project Manager.**
- **r. 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.**

B. **Reports-Contractor Generated**: Review, process, and/or approve Construction Contractor submittal of records and reports required by the Department as applicable to the Project which may include, but not limited to:

- a. Working Drawings,
- b. Weekly Employment Reports, Certified Payrolls
- c. Contractor's claims for additional compensation and extension(s) of time, and
- d. Other reports and records as required for the individual Project by the Project Manager.

C. **Project Files**: Maintain project files in accordance with the MDOT Office Manual and Departmental procedures. Send copies of select correspondence and documentation to 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.

B. **Project Review/Certification**: Participate in and resolve items determined to be insufficient during the Department's review(s) of project records and/or during the Project Engineer Certification Process prior to submitting the Final Estimate. Within 45 calendar days of the actual project completion date, the project records shall be ready for the Final Records Review.

Final Documents: Prepare and submit the Final Estimate, Final Quantity Sheets, Final Marked As-Constructed Plans, and the Design/Construction Package Evaluation (Form 285-2). The Final Estimate Package shall be submitted to the Project Manager within 30 days of the Final Records Review.

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. Unless such information is available to be downloaded on the MDOT web site.

B. The Department shall furnish off-site inspections and tests of steel, cement, bituminous mixture designs, sewer and drainage pipe, structural steel, prestressed girders and beams, traffic signs, and any other materials customarily tested in the Department laboratories with its own forces or by statewide contracts except concrete aggregates, aggregates, and concrete cylinders. The customary testing is described in the Materials Quality Assurance Manual with exceptions noted within the Specifications, Plans, and Proposal. The Consultant shall be responsible for the sampling and transportation of all the materials to be tested by Department personnel.

C. 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.

D. The Department shall provide the bituminous plant inspection required for Quality Assurance and will submit the QA reports to the Consultant Project Engineer for analysis and action. The Consultant shall still be responsible for all on-site bituminous inspection required, including, but not limited to, locating the required Quality Assurance cores, and coordinating with the contractor regarding this sampling.

E. The Department shall perform soil borings and subsurface investigation as necessary throughout the contract.

F. The Project Engineer/Manager will arrange and conduct the Preconstruction meeting as well as prepare and distribute the meeting minutes.

CONSULTANT PAYMENT – Actual Cost Plus Fixed Fee:

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

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, if applicable, 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 billing for all eligible expenses on the project in accordance with the Reimbursement Guidelines. 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 Manager.

MDOT will reimburse the CONSULTANT for vehicle expenses and the costs of travel to and from project sites in accordance with MDOT's Travel and Vehicle Expense Reimbursement Guidelines, dated May 1, 2013. The guidelines can be found at http://www.michigan.gov/documents/mdot/Final_Travel_Guidelines_05-01-13_420289_7.pdf?20130509082418. MDOT's travel and vehicle expense reimbursement policies are intended primarily for construction engineering work. Reimbursement for travel to and from project sites and for vehicle expenses for all other types of work will be approved on a case by case basis.

MDOT will pay overtime in accordance with MDOT's Overtime Reimbursement Guidelines, dated May 1, 2013. The guidelines can be found at http://www.michigan.gov/documents/mdot/Final_Overtime_Guidelines_05-01-13_420286_7.pdf?20130509081848. MDOT's overtime reimbursement policies are intended primarily for construction engineering work. Overtime reimbursement for all other types of work will be approved on a case by case basis.

EXHIBIT 1

The following provisions address the intention to safeguard the Blue Water Bride.

It is expected the CONSULTANT will disclose in writing the provisions described below to its SUBCONTRACTOR(S) and all prospective employees before the CONSULTANT presents any individual employee to the Blue Water Bridge as their personnel authorized to work on this Michigan Department of Transportation (MDOT) CONTRACT.

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 this 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 Blue Water Bridge (BWB) 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 Blue Water Bridge 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 Blue Water 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 BWB 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 BWB. 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 BWB 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 Blue Water 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.

B. EQUIPMENT INSPECTION PROVISIONS

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

The ENGINEER may refuse to allow the CONSULTANT or its SUBCONSULTANT(S) to use equipment brought to the Blue Water Bridge due to security concerns. Equipment brought to the Blue Water 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 prior to beginning work that identifies all personnel and their SUBCONSULTANT(S) personnel that will have access to the bridge and 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, citizenship, 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.
investigations may include United States Customs and Border Patrol Background checks, 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 may 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 BWB. 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