

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

	REQUISITION NUMBER	DUE DATE	TIME DUE
MDOT PROJECT MANAGER	JOB NUMBER (JN)	CONTROL SECTION (CS)	

DESCRIPTION

MDOT PROJECT MANAGER: Check all items to be included in RFP			CONSULTANT: Provide only checked items below in proposal
WHITE = REQUIRED ** = OPTIONAL Check the appropriate Tier in the box below			
<input type="checkbox"/> TIER I (\$50,000 - \$150,000)	<input type="checkbox"/> TIER II (\$150,000-\$1,000,000)	<input type="checkbox"/> TIER III (>\$1,000,000)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<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"/>	Organizational Chart
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Qualifications of Team
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"/>	Location: 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)	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 for all firms performing non-prequalified services on this project.)

(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) **AA**

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RFP SPECIFIC INFORMATION

ENGINEERING SERVICES BUREAU OF TRANSPORTATION PLANNING OTHER

THE SERVICE WAS POSTED ON THE ANTICIPATED QUARTERLY REQUESTS FOR PROPOSALS
 NO YES DATED _____ THROUGH _____

<input type="checkbox"/> Prequalified Services – See the attached Scope of Services for required Prequalification Classifications.	<input type="checkbox"/> Non-Prequalified Services – If selected, the vendor must make sure that current financial information, including labor rates, overhead computations, and financial statements, 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 all firms performing non-prequalified services on this project.
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Qualification 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.)

BID SHEET INSTRUCTIONS

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.

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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.

**Michigan Department of Transportation
International Bridge Administration**

**SCOPE OF SERVICE
FOR
CONSTRUCTION SERVICES
Full Construction Engineering**

CONTROL SECTION: 17034

JOB NUMBER: M00233 (CMGC)

PROJECT LOCATION: I-75 on the U.S. and Canadian Arch Spans of the International Bridge;

International Bridge Administration
934 Bridge Plaza
Sault Ste. Marie, MI 49783

DESCRIPTION OF WORK:

The work consists of replacement of existing bearing surfaces with Polytetrafluoroethylene (PTFE) sliding bearings and repairs to existing structural steel bearing surfaces, including necessary jacking and shoring of the structure for bearing replacement at arch span locations which will be shown on the plans. In addition, the work includes the replacement of two rocker link assemblies on the south end of the U.S. arch truss.

The Consultant shall provide, to the satisfaction of the Department and the International Bridge Administration (IBA), Construction Engineering Services as generally described herein 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; quality assurance testing and reporting; measurement, computation, and documentation of quantities; reporting and record keeping; and finalizing all project documentation.**

ANTICIPATED START DATE: January 11, 2016

ANTICIPATED COMPLETION DATE: October 28, 2016

PRIMARY PREQUALIFICATION CLASSIFICATION:

Construction Engineering: Bridges & Ancillary Structures

SECONDARY PREQUALIFICATION CLASSIFICATION:

None

DBE REQUIREMENT: N/A

ESTIMATED PROJECT CONSTRUCTION COST: \$600,000

MDOT PROJECT MANAGER:

Karl Hansen, P.E.

International Bridge Administration

934 Bridge Plaza

Sault Ste. Marie, MI 49783

U.S.A. : (906) 635-5255 ext. 135

Canada: (705) 942-4345 ext. 135

E-mail: Hansenk@michigan.gov

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

Construction Engineering deliverables for this project will be attested to be accurate and complete under the seal of one Licensed Professional Engineer (P.E.) in Michigan, and one (P. Eng.) in Ontario.

This is a bi-national project. All local ordinances, both in Michigan and Ontario, shall apply to this project, and no extensions of time will be granted for non-compliance with any ordinances. In addition, the Contractor shall be responsible for familiarization with all local, provincial, and federal Canadian work, immigration, and environmental requirements. No extensions of time will be granted for failure on the contractor's part to become familiar with any of these requirements.

GENERAL INFORMATION:

- A. The design and construction of the project is being performed as a Construction Manager General Contractor (CMGC) innovative contract. The Consultant shall have a clear understanding of the CMGC process, requested Project and construction administration services required by the IBA/Department, and shall function as a member of the CMGC team.
- B. The Consultant shall provide all professional services, technical staff, and support personnel necessary to achieve the Project in the best interest of the Department. Project services shall comprise, without exception, every professional discipline and expertise necessary to meet all the project requirements and be in accordance with the industry-accepted standard requisites for professional practice and services.
- C. 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 IBA and 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 IBA/Department consistent with applicable professional standards.

- D. The Consultant's principal contact with the IBA/Department shall be through the designated Project Manager.
- E. The Services described herein are financed with public toll funds. The Consultant shall comply with all applicable Federal, State, and Provincial laws, rules, and regulations
- F. 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, including all applicable Canadian guidelines, needed to carry out the work described herein in an appropriate manner.

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 MDOT web site. 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 IBA-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 inspections and testing 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 to carry out the services or as may be required by the Project Manager. Prepare and distribute minutes of all meetings.
- 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; Ontario Ministry of Transport, 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. Shop Drawings, Submittals and Approvals:** Monitor, evaluate, and provide administrative action as necessary to achieve timely processing of shop drawings and such other submittals and approvals that are the responsibility of The Consultant. Maintain a record of all required, received, rejected, and approved submittals of shop drawings, color/material samples, finishes, and other items requiring The Consultant's approval. Notify the Construction Contractor(s), in writing, (copy to the Department) of delinquent submittals, the consequences of such delays, and prescribe a time schedule for their submittal/resubmittal, which will not jeopardize the Construction Contract completion date.

No design revisions will be made as part of The Consultant's review and approval of shop drawings, or other submittals. In addition to all other functions, The Consultant's approval of shop drawings shall verify the submittals furnished by the Construction Contractor(s) conforms to the design intent of Contract Documents/architectural and/or engineering drawings and specifications requirements. Provide written approval or rejection of shop drawings within ten (10) business days of receipt in The Consultant's office. Provide and distribute up to five (5) copies of approved submittals as directed by the Department.

- H. Progress:** Monitor, evaluate, and provide timely administrative action, as necessary, to determine whether the Construction Contractor's construction work schedule and progress appear to be adequate to achieve the Project on time and on schedule. 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. Conduct weekly progress meetings.

- 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.

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:** 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 IBA personnel, as directed by current Department policy, to participate in the final acceptance.

TESTING AND REPORTING:

- A. **Material Testing and Density Control:** Sample or test, or both, materials including but not limited to, concrete quality assurance testing including concrete cylinder breaks, bituminous testing, off site aggregate testing, furnish off-site inspections and tests of concrete aggregates, testing of required materials according to Materials Sampling Guide to be incorporated in the work, and reject Contractor's work and materials not meeting the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, Materials Quality Assurance Manual, and any and all other applicable references, guidelines, and/or procedures manuals. The Consultant shall provide the bituminous plant inspection required for Quality Assurance and the Consultant Project Engineer will use the QA reports for analysis and action. The Consultant shall be responsible for all on-site bituminous inspection required, including, but not limited to, locating the required Quality Assurance samples, and coordinating with the contractor regarding this sampling. Determine the acceptability of materials found to be in non-compliance. Immediately inform the Project Manager of non-compliance work and trends toward borderline compliance.
- 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 to, the Inspector's Report of Concrete Placed 1174A, Aggregate Inspection Reports 1900 & 1901, Bituminous QA reports, and Concrete QA reports.

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 582BM)**
 - g. **Inspector's Report of Concrete Placed (Form 1174A-M)**
 - h. **NPDES Storm water Operator Reports,**
 - 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. **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 are 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.
- C. 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.

- B. The Department shall furnish off-site inspections and tests of steel, cement, bituminous mixture designs, 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 Project Engineer/Manager or his designee will arrange and conduct the Preconstruction meeting as well as prepare and distribute the meeting minutes.

CONSULTANT PAYMENT:

All invoices/bills for services must be directed to the International Bridge Administration and follow the 'then current' guidelines.

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, sub-consultant costs, and applied fixed fee.

All billings for services must be directed to the Department and follow the current guidelines. 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.

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.

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

SPECIAL SECURITY PROVISION:

The project site is security sensitive. Consultant agrees that all information related to this work, including but not limited to copies of plans, and/or documents relating to the work, is confidential and agrees to maintain all information related to this project as confidential and shall not disclose any information related to this work except as provided in a. or b., immediately below. The obligations of confidentiality will not apply to:

- a. Information for which the International Bridge Administration (IBA) gives specific prior written permission for publication or use.
- b. Information that is required to be disclosed based on court order.

All personnel of the International Bridge Administration and/or its contractors must be in possession of a valid Transportation Worker Identification Credential (TWIC) Card in order to work on and/or within the limits of U.S. Government Property. Therefore, any member of the project team that will need to access the bridge and/or bridge piers located on the U.S. Army Corps of Engineers property (ground level), must be in possession of a TWIC Card.

Due to the extremely sensitive nature of bridge security system information that Consultant will have access to, if Consultant violates the confidentiality provision of this contract, Consultant agrees to be financially responsible for consequential damages, including but not limited to costs associated with assessing the potential threat to the security system and the cost to change, alter, or replace the security system as a result of confidential information being released, incurred by the IBA as a result of Consultant disclosing confidential information related to the security system.

The IBA and Consultant will agree on the Key People to be assigned to the Project Team prior to any work being performed. Consultant will not replace any Key People assigned to the Team without prior written approval from the IBA. The IBA has the right to disapprove proposed

replacements, and Consultant is required to find alternative replacements that are acceptable to the IBA. The replacement of Key People from the Team without the IBA's prior written approval will be considered a breach of the Contract, and the IBA may terminate this Contract under the termination provisions of Section 25(b). If a member of the Team who is one of the Key People leaves the Team, Consultant will replace that person with a person who is acceptable to the IBA within thirty days, unless an extension of time is granted by the IBA. Failure by Consultant to find an acceptable replacement to the Team within thirty days or within the time extension granted by the IBA, if any, will be considered a breach of this Contract, and the IBA may terminate this Contract under the termination provisions of Section 25(b). "Key People" are defined as those people whose qualifications and experience are essential to providing quality SERVICES. "Project Team" means the personnel assigned by Consultant and the subconsultant(s) who are responsible for the completion of the SERVICES.

Consultant will be required to provide documentation verifying complete criminal background checks of all Key People on the Project Team to the IBA, prior to people having access to documents or information. If any of the Key People have a criminal record that is unacceptable to the IBA for any reason, Consultant will be required to find a replacement(s) that are acceptable to the IBA.

WESTERN HEMISPHERE TRAVEL INITIATIVE

Consultant must ensure all members of the Project Team comply with the regulations of the Western Hemisphere Travel Initiative Documentary Requirements to Enter the United States:

"Travelers who wish to enter the United States after June 1, 2009 will be required to present one of the following documents to a U.S. Custom and Border Protection Officer:

- U.S. or Canadian Passports;
- Trusted Traveler Card (NEXUS, SENTRI, or FAST);
- U.S. Passport Card;
- State- or province-issued Enhanced Driver's Licenses (when and where available);
- Form 1-872 American Indian Card, or (when available) enhanced tribal cards."

Client Furnished Information and Responsibilities

The International Bridge Administration, as owner of the bridge, is responsible for maintenance and operation of the bridge and will coordinate and schedule Consultant work to conform with bridge maintenance and operational requirements.

The International Bridge Administration will also supply a person or person(s) to coordinate access to the bridge structure and bridge facilities. The International Bridge Administration will also provide traffic control as needed during Consultant work.

Access to the bridge shall be the responsibility of Consultant who will furnish all equipment required to access the bridge. The exception to this is use of the MDOT reach-all and the use of the Administration's bridge travelers to access the underside of the bridge, as deemed necessary by the IBA. In both cases, the Administration will provide their own operator of this equipment.