

**CITY OF MACCLENNY
REQUEST FOR PROPOSALS**

**CEI SERVICES FOR EAST BLVD WIDENING AND RESURFACING
FDOT FPID NO. 441425-1-54-01**

Addendum #1 issued 6/16/22

The purpose of this addendum is to correct the length of service listed in the Original RFQ document page 3. (see below and full RFQ with corrections) the highlighted portion is incorrect. The CEI services will be the duration of the construction contract which is 130 days.

LENGTH OF SERVICE – The Consultant’s construction engineering and inspection services shall begin upon written Notice to Proceed (NTP) by the City. **The Construction contract duration is 90 days.** **Duration of Construction Contract which is 130 Days. (Addendum 06/16/22)**

**CITY OF MACCLENNY
REQUEST FOR PROPOSALS**

**CEI SERVICES FOR EAST BLVD WIDENING AND RESURFACING
FDOT FPID NO. 441425-1-54-01**

The City of Macclenny is seeking professional consultants as they apply to the construction engineering and inspection of East Blvd widening and resurfacing. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 – Roadway CEI
Response Deadline: **Wednesday, June 22, 2022 @ 2:00 p.m.**
Opening Date: **Wednesday, June 22, 2022 @ 2:05 p.m.**

This project is funded with assistance from the FDOT. By submitting a letter of response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding this proposal can be obtained at the City of Macclenny City Manager's Office, 118 E Macclenny Avenue, Macclenny, FL 32063. In order to ensure a fair, competitive, and open process, once a project has been advertised for Letters of Qualification, all communication between the interested firms and the City must be directed to Mike Griffis, City Manager, at 904-259-0972 or citymanager@cityofmacclenny.com.

If interested, qualified consultants are required to submit the original and Six (6) copies of the letter of response to the City Manager Mike Griffis at City Hall, 118 E Macclenny Avenue, Macclenny, FL 32063 by the response deadline. Please indicate on the envelope that this is a **sealed** proposal for the **"RFQ for EAST BLVD CEI SERVICES"**.

PART II – PROPOSAL PREPARATION INSTRUCTIONS

The Letter of Response must be signed by an authorized representative of the firm. All information requested must be sealed when submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters which are substantially incomplete or lack key information may be rejected by the City at its discretion. The selection of short-listed firms will be based on the information provided in the submittal.

Information submitted with the letter of response should include documentation to demonstrate the firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

The City of Macclenny selection committee, will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being approved by the Council. Negotiations will follow, pending Council approval and FDOT concurrence.

All prospective submitters are hereby cautioned not to contact any City Council member during the advertisement period nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firm. Until notification is received, all contacts shall be channeled through Mike Griffis, City Manager at 904-259-0972 or citymanager@cityofmacclenny.com. Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

The City of Macclenny hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement will encourage the use of Disadvantaged Business Enterprise firms and no one will be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status, or national origin in consideration for an award.

The City shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

The City shall follow the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes for the selection of professional services.

The selection committee shall consider the following factors:

SUBMITTAL REQUIREMENTS: The proposer shall submit the original and six (6) paper copies with all supporting documentation as described below:

1.LETTER OF RESPONSE

A Letter of response prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually should at a minimum include the following information:

- a. Project name/FDOT Financial Management Number
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and e-mail address
- e. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)

2. SCORING FACTORS (max score 30 points)

•Ability of personnel (10 points): Identify the roles and responsibilities of the proposed personnel. The project manager, EEO Compliance Specialist, inspector, and any other related personnel should be shown with each individual's experience and qualifications. Include resumes for each team member involved with the project.

•Experience of the firm & References (10 points): Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 projects should be shown). A reference list for each project is required including the name of the client contact familiar with the project (telephone number and/or e-mail address), project name, a brief description of the project, project length, and actual cost.

•Availability of workload & willingness to meet time requirements (10 points): Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with pre-construction conference and ending with project closeout.

3. OTHER STATEMENTS, FORMS, AND DOCUMENTATION

a. Certificate of Insurance

b. Proof of Licenses/Certifications

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at:
<http://ccfcorp.dos.state.fl.us/index.html>.

c. FDOT Prequalification: 10.1 – Roadway CEI

d. E-Verify

The consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; they shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

e. Public Entities Crime Statement

f. Drug-Free Workplace Form (FDOT Form #375-040-18)

g. Truth in Negotiation Certification (FDOT Form #375-030-30)

h. Conflict of Interest Statement (FDOT Form #375-030-50)

LENGTH OF SERVICE – The Consultant's construction engineering and inspection services shall begin upon written Notice to Proceed (NTP) by the City. **The Construction contract duration is 90 days. Duration of Construction Contract which is 130 Days. (Addendum 06/16/22)**

TITLE VI NONDISCRIMINATION POLICY STATEMENT – During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention and retention of sub-

contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, natural origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C § 200D ET SEQ., 78 STAT. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origins, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C § § 12131 – 12189) as implemented by Department of Transportation Regulations a 49 C.F.R. parts 37 and 38;

INSURANCE – The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the City. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings of "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage: The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption

issued by the State of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage: The contractor shall purchase and maintain coverage on all forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

General Liability Coverage – Occurrence Form Required: Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X, C, U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage: Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage: Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability: \$1,000,000 per occurrence minimum limit.

PART III – SCOPE OF SERVICES

The services sought are the construction engineering inspection (CEI) of the East Blvd paving project. Project construction activities include maintenance of traffic, erosion control, earthwork, limerock base, minor drainage work, asphalt paving, signs and pavement markings.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The Consultant shall report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The responsibilities of the Consultant on this project are:

1. Preconstruction Conferences: Conduct and schedule the Preconstruction Conference with the City, FDOT (herein called the Department), contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. Prepare and

distribute detailed minutes of the meeting. Provide Contractor with a list of all forms and reports due, when they should be submitted, and to whom.

2. **Progress Meetings:** Prepare the agenda, attend, and conduct meetings with City staff, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend City Council meetings as necessary.
3. **Project Administration:** Provide project administration and coordinate with the assigned FDOT Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FDOT inspections that may be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the City Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the FDOT Project Engineer and be available at any time in the case of an emergency on this project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.
4. **Provide Construction Inspection:** Provide effective and qualified inspection services. All field technicians must be certified in the applicable FDOT certification workshops.
5. **Supplemental Agreements/Construction Change, Force Account, VECP:** Notify the FDOT Project Engineer of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the FDOT Project Engineer. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the FDOT Project Engineer for analysis and distribution to the appropriate division(s). Develop change orders as approved by the Department and present to the City Council for their approval.
6. **Shop Drawings:** Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.
7. **Reporting:** It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required by the Florida Department of Transportation (FDOT) is carried out.
8. **Quality Assurance, Testing for Acceptance, and Training:** Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the contractor. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information with a recommendation for remediation to the City and Department. Certifications of materials submitted by the contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission.
9. **Progress Payments:** The Consultant will document and submit accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. FDOT Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted by the Consultant to the FDOT Project Engineer for processing.
11. Distribution of Correspondence: A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the City.
12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the City. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the City or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:
 - A record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, estimated amount of precipitation and average temperature. A total rain day schedule should be kept.
 - Any other details that may be important later in the project life.
13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the Department prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Department Project Engineer for clarification at any time.
14. Final Records: Submit a compilation of project records to the City and Department (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.
15. Project Claims: Prepare documentation and assist in the defense of the City and Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
16. Project Certification: Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the Department on behalf of the City.

All questions concerning this project must be in writing and shall be sent to Mike Griffis, City Manager, at citymanager@cityofmacclenny.com, or delivered to 118 E Macclenny Ave., Macclenny, FL 32063. No verbal questions will be addressed. The deadline for receiving questions is **Wednesday, June 15, 2022 @ 3:00 p/m.**

PART IV- EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to review and evaluation process. All proposers responding to the RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received.

Proposals shall include all of the information solicited in this RFQ, and any additional data that the consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. Any request for clarification will be requested by the City in written format. Such clarification requests will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Proposals will be reviewed by the City of Macclenny selection committee, and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA	POINTS
Ability of personnel	10
Experience of the firm & References	10
Availability of workload & willingness to meet time requirement	10
TOTAL	30

SELECTION: The City of Macclenny selection committee, will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. In the event of a tie, the Selection Committee will appoint an alternate scorer as a tie breaker.

The selection committee will present their recommendation to the City Council for approval. After Council approval, the firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the Council's recommendation, contract price negotiations will begin between the selected firm and the City.

SCHEDULE: The anticipated schedule for this project is as follows:

Proposal Advertised and Initially Issued	Thursday, June 2, 2022
Proposal Due Date	Wednesday, June 22, 2022 @ 3:00p.m.
City of Macclenny Council approval	Tuesday, July 12, 2022
Submittal to FDOT for Approval	Wednesday, July 13, 2022
Contract Price Negotiations and execution	Monday, July 18, 2022