

**THE CITY OF MARQUETTE
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MATERIAL TESTING SERVICES 2024**

Intent

The City of Marquette is requesting proposals to be used to select a firm to perform construction material testing services for various construction projects throughout the 2024 construction season.

The City has specific needs for these types of services on an intermittent basis and would like to contract with a firm to provide these services on a as needed basis.

Proposed Projects

Projects proposed for the 2024 construction season area as follows:

Lakeshore Boulevard Phase II
Front/Crescent Street Sewer Extension
SIMP and Sanitary Sewer Lateral Replacements
Sugarloaf Multiuse Path Extension
Dead River Mouth Dredging
Other projects if they become available

Submittals

The consultant's proposals can be delivered to Mikael Kilpela, Engineering Department, Municipal Service Center, 1100 Wright Street, Marquette, Michigan by **10:00 A.M. Thursday, February 15th, 2024.**

Proposals can also be emailed to Mikael Kilpela mkilpela@marquettemi.gov prior to the deadline.

Proposals must contain the following:

- Company legal name, addresses, phone/fax numbers and email address of each office.
- Testing Technician and Project Manager's experience, applicable certifications, and contact information.
- Statement of understanding of the work requested.
- Scope of testing services and cost per service.
- If applicable, hourly rates of personnel expected to be charged to the City.
- If applicable, mileage rates and mileage expected to be charged to the City.

Please complete all the fields on the testing services spreadsheet provided and include it with your proposal.

Proposal Selection

Proposals will be reviewed and evaluated by the City Engineer, Assistant Engineer, and the Staff Engineer. Proposals will be selected based on the above submitted content and past customer service satisfaction. A copy of the scoring sheet has been provided for your information.

Construction Testing Services Required

The services required of the selected firm include, but are not limited to:

Materials Testing: The Consultant will be required to perform necessary materials and density testing services for the HMA, concrete, backfill, embankment, subbase, aggregate shoulders, and aggregate base. Additional items requiring testing may be added on a project-by-project basis.

- Aggregate Testing
- Density Testing
- HMA Testing
- Portland Cement Concrete Testing

Certifications: Technicians assigned to these projects will need to have the following minimum certification for the work operations listed.

- Density (Earthwork or HMA Paving)
 - NRC Nuclear Density Gauge License
 - MDOT Density Technology Certification
 - Michigan Certified Bituminous Laboratory Technician (Level 1)
 - Michigan Bituminous QC/QA Technician (Level 2)

- Concrete Testing and Sampling
 - Michigan Concrete Field Testing – Level 1 (MCA or MCPA)
 - ACI Concrete Strength Testing Technician

- Aggregate Testing and Sampling
 - Michigan Certified Aggregate Technician Level one and Two

Test Data: Test results will be presented on MDOT standard forms and noted as a “pass” or “fail” when applicable.

Invoice Deadline: All invoices for work performed should be sent on a month by month basis. The final invoice shall be received by the City of Marquette no later than **December 1, 2024** unless special circumstances dictate and approved by the City Engineer. Invoices will be broken down by services performed on a project basis.

Note: Services are needed on an “on call” basis. The City will try its best to provide 24-hour notice, but there will be times when due to construction activities the notice will be shorter.

By submitting a proposal, the consultant agrees to use the Professional Services Contract as provided by the City of Marquette. Contract is attached for your review with a “Do Not Exceed” cost.

A copy of the “Consultant Proposal Evaluation and Scoring” sheet has been attached for your information on the scoring criteria.

The selected consultant will be required to submit the proof of insurance per the proposed contract to the City of Marquette prior to the award of the construction contract by the City Commission.

2024 City of Marquette Testing Services Request for Proposals

Company: _____

Service	Rate	Comments*
1) Technician rate		
2) Mileage		
3) Compaction		
Michigan Cone Test		
Density Nuclear Gauge		
4) Concrete		
Field Testing		(Includes air, slump, and cylinders)
Compressive Strength		
Hold		
5) Aggregate		
Sieve Analysis - Sand		
Sieve Analysis - Gravel		
6) HMA		
Extraction with Gradation		
Density Nuclear Gauge		
7) Reporting		Describe Reporting:
8) Expenses		List Expenses:
9) Overtime		
Over 8 hours		
Saturdays		
Sundays/Holidays		
10) Other*		

** Use this space and other blank lines to include any other information needed to clarify services, rates, etc.*

THE CITY OF MARQUETTE

CONSTRUCTION MATERIAL TESTING SERVICES

2024

CONSULTANT PROPOSAL EVALUATION AND SCORING

The submittal shall be selected based on the testing service costs and the scope of the services being rendered.

Company Name: _____

1) Company legal name, address, phone/fax numbers and email address of each office involved were submitted:

Notes:

1a) Score (0-10)

2) Provided testing technician(s) and project manager's experience, required certifications, and contact information:

Notes:

2a) Score (0-10)

3) Contractor understood the statement of understanding for the work requested:

Notes:

3a) Score (0-10)

4) Scope of Testing Services and Cost Per Service:

Notes:

4a) Score (0-30):

5) Hourly Rates of Personnel Expected to be Charged to the City.

Notes:

5a) Score (0-30)

6) Past Customer Service Satisfaction:

Notes:

6a) Score (0-10):

Total Score ($1a + 2a + 3a + 4a + 5a + 6a$):

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ between the City of Marquette, hereinafter called the "City" and _____ a Michigan professional service corporation, hereinafter called "Consultant".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned the parties hereby agree as follows:

Article 1

Project Name

The name of the Project shall be .

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to the City of Marquette dated _____ (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is _____.

Article 4

Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done

on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$_____.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

INDEMNITY:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

FORCE MAJEURE:

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

INSURANCE:

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability

The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a “Claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:

The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

PURCHASING AGENT DESIGNATION AND AUTHORITY:

Mikael H. Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Consultant.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Signed this _____ day of _____, 20__.

OWNER
CITY OF MARQUETTE, OWNER

Witness

Sally Davis, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT

Witness

_____,
By: _____
Its: _____
Address: _____
Telephone #: _____

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney