Allen Park Belleville Brownstown Twp. Dearborn Heights Ecorse Lincoln Park

Downriver Utility Wastewater Authority

River Rouge Riverview Romulus Southgate Taylor Van Buren Twp. Wyandotte

25605 Northline Road • Taylor, Michigan 48180

REQUEST FOR PROPOSALS

for

ROOFING DESIGN SERVICES

via

DESIGN-BID-BUILD PROJECT DELIVERY

Issued: May 8, 2020 Due By: June 5, 2020

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1.0 NOTICE TO OFFERORS

OHM Advisors Inc. (OHM), on behalf of Downriver Utility Wastewater Authority (DUWA), has prepared this Request for Proposal (RFP) for Engineers or Architects related to Roofing Design Services to be implemented by a Design-Bid-Build project delivery at the Downriver Wastewater Treatment Facility (DWTF) located at 797 Central Street, Wyandotte, MI 48192 (the "Project").

This RFP invites the submittal of a proposal ("Proposal") from vendors interested in providing architectural services for the Project ("Offeror"). Following the receipt of Proposals, DUWA's System Manager will evaluate the submissions and may conduct interviews as its basis for making a recommendation to DUWA for a recommendation of award to DUWA's Board for the selected vendor. DUWA will select the vendor that DUWA determines to provide the best value, based on qualifications and other factors that have been set forth in this RFP and any other factor(s) deemed in the best interest of DUWA.

1.1 Required Materials

Offerors will submit an electronic file of the completed Proposal by the deadline and to the address shown in the next section.

1.2 Submittal Location and Deadline

The Proposal must be received by DUWA's System Manager, OHM Advisors, at <u>DUWA@ohm-advisors.com</u> or via thumb drive at:

OHM Advisors c/o Lambrina Tercala 34000 Plymouth Road Livonia, Michigan 48150

Proposal packages must arrive to the email system or physical address on or before:

2:00 p.m. EST, on Friday, June 5, 2020

It is the responsibility of the Offeror to see that the package sent through the mail or any other delivery method shall have sufficient time to arrive and be stamped in by this specified date and time. The receiving time at OHM Advisors' Office will be the governing time for acceptability of submittals. Telegraphic, telephonic, or faxed submittals will not be accepted. Late submittals will not be accepted.

1.3 Notice of Determination

DUWA will notify the selected Offeror by email whether it was selected for the Project.

2.0 DESCRIPTION OF DUWA

DUWA is a public body corporate organized pursuant to the provisions of Act 233. DUWA was incorporated by the Cities of Allen Park, Belleville, Dearborn Heights, Ecorse, Lincoln Parks, River Rouge, Riverview, Romulus, Southgate, Taylor, and Wyandotte; and the Charter Townships of Brownstown and Van Buren Township (the "Communities") to own and operate the Downriver Sewage Disposal System (the "System"). The System is located in the Charter County of Wayne,

Michigan and is the second largest wastewater system in Michigan, serving the Communities with a service area population of 350,000.

2.1 Downriver Wastewater Treatment Facility

The Downriver Wastewater Treatment Facility ("DWTF") utilizes preliminary, primary, secondary, and disinfection treatment processes to treat sewage prior to discharging treated effluent to the Trenton Channel of the Detroit River.

3.0 OVERVIEW OF PROJECT

3.1 Background

The DUWA is requesting Proposals from engineers or architects for preparation of bid documents for repair and/or replacement of select, critical roofs that are known to be old, in poor condition, and in some cases leaking.

A preliminary review of building roofs on the DUWA site has been conducted by DUWA's contract operator, Veolia Water of North America ("Veolia"). The review was conducted as a part of Veolia's normal capital management, and also to assess the failure of a major electrical substation in June 2018 that was caused by water leakage.

The following sources of information are also the basis for this request. Data from these sources are available for review by the interested Offeror. Contact the System Manager for the requested documents.

- A summary report on roofs that was done circa 2017, which includes roof ratings that were established in 2009.
- An overall condition assessment in July 2018 that included a note on the poor condition of the roofs for the West Grit Building "NN", the Fine Screens Building "OO", the East Grit Building "PP", and the Influent Pump Station "QQ". These roofs all about each other, as well as Buildings "UU" Detritors, Building "VV" Old Grease Burner Building, and "MM" Ferric Chloride Equipment Building. At that time Veolia noted issues with the roofs being "spongy" with cracks and missing gravel, and recommended roof replacement.
- An examination of roofs in October and November 2018. This also included interviews with maintenance staff which identified active roof leaks in the Maintenance Building "O", Administration Building "RR".

The roof that is directly above the substation that was destroyed by water is a relatively new, white rubber roof, but it is abutted by roofs that are in poor condition.

Due to the roof's known poor condition, DUWA is seeks design services for the complete replacement of the following roofs as part of this RFP:

- NN West Grit
- OO Fine Screens
- PP East Grit
- QQ Influent Pump Station
- RR Administration Building (except for the Lab wing)
- TT Old Solids Building

- UU Detritors
- VV Old Grease Burner
- O Maintenance

The letter designations that precede the names of the buildings correspond with a site plan of the Downriver Wastewater Treatment Facility ("DWTF"), which is attached.

Tag	Name	Replaced	Туре	Approx. SF
0	Maintenance Building	Unknown	Built-Up Roof	7,700
NN	West Grit Building	Unknown	Built-Up Roof	760
00	Fine Screens Building	1995	Built-Up Roof	2,700
PP	East Grit Building	1995	Built-Up Roof	2,450
QQ	Influent Pump Station	1995	Built-Up Roof	1000
RR	Administration Building	1995	Built-Up-Roof	5,500
	(Except for the Lab wing v 2017)	which was re-	roofed with EPDM in	(3,600 w/o lab)
TT	Old Solids Building	1995	Not inspected due to deterioration	8,100
UU	Detritors Building	Unknown	Unknown	1,400
VV	Old Grease Burner Building	Unknown	Built-Up Roof	850

Roofing Data – All were rated as being in Poor Condition in 2009

3.2 Proposed Project & Scope of Offeror's Services

The intent of this project is to prepare bid documents, plans and specifications, for replacing the roofing of the buildings listed above. The selected Offeror will complete Design and Bid Assistance Services. The Project is via Design-Bid-Build project delivery.

The Offeror shall:

- Visit the DWTF; examine the specified roofs; view the associated roof decks (from below) and if necessary, assess damage; measure roof dimensions and areas; and if desired search old drawings.
- Issue a report to DUWA that recommends roofing type(s), with alternatives if applicable, estimated roofing cost broken down by building, and estimated construction schedule. Respond to DUWA's questions and/or comments and amend the report if required. The report shall also include any violations of OSHA such as inadequate ladders and/or fall protection provisions for roofs that have rooftop equipment that requires maintenance.
- Make basic CAD drawings of the roofs and write technical specifications that are suitable for soliciting bids from roofing contractors. Submit three (3) hard copies and one (1) electronic copy of the drawings to DUWA for review. Submit three (3) hard copies and one (1) electronic WORD file of the specifications to DUWA for review.
- Meet with DUWA and Veolia to review the design.

- Finalize the drawings and specifications, and receive contractual specifications from DUWA. The bid documents shall be sealed by a Michigan Registered Professional Engineer or Architect. The bid documents shall request bids for each roof individually so that DUWA can select any or all of them to be re-roofed.
- Issue the bid documents for bids on behalf of DUWA. DUWA's website will be available for posting the solicitation as well.
- Conduct a pre-bid meeting and site tour with prospective contractors. Respond to contractors' questions in writing and develop any required addenda to the plans and specifications.
- Evaluate bids and make a recommendation to DUWA.

Scope of services associated with construction oversight and as-builts may be considered as part of a future contract amendment.

3.4 Schedules

The following tables provide the anticipated Procurement and Project Schedules. DUWA reserves the right to modify the Schedules via Addenda issued prior to the date set forth below.

Procurement Activity	Date
Issue RFP	May 2020
Optional Site Visit at DWTF	By Appointment
Proposal Due	June 5, 2020
Recommendation of Offeror by DUWA Technical Committee	July 2020
DUWA Board Approval of Recommended Offeror	July 2020
Contract Negotiations with Offeror	July 2020

The Offeror shall prepare and provide a Schedule for their proposed work. Due to the critical nature of the roofs, an aggressive schedule is desirable.

3.5 **Project Funding**

The Project will funded by EPA's WIFIA program, thus, all Federal crosscutters will be applicable to the contract.

4.0 PROCUREMENT PROCESS

4.1 General Information

DUWA is soliciting submissions via a competitive RFP procurement process, which may include an interview by respondent(s) as the basis of selection for supply of the services by a single Offeror. The response provisions, submission requirements and selection criteria, as set forth in this RFP are intended to provide DUWA with the requested information from Offerors to make a "best value" decision.

Procurement and selection shall be made without any lobbying and/or direct contact with DUWA (and its 13 municipal members) by Offerors.

4.1.1 Compliance with Legal Requirements & DUWA Policies

This Procurement will be in accordance with Michigan's Antitrust Reform Act, Public Act 274 of 1984 and all applicable federal, state, and local laws, and DUWA policies and procedures.

4.1.2 Expenses of Offeror

DUWA accepts no liability for the costs and expenses incurred by the Offeror in responding to this RFP. Each Offeror that enters into the Procurement process shall prepare the required materials, the Proposal, at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from DUWA for the costs and expenses associated with the process, even in the event DUWA cancels this Project or rejects all Proposals.

4.2 DUWA Rights and Procurement Conditions

DUWA reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

- a. To cancel the Procurement process and reject any and all Proposals;
- b. To waive any informality or irregularity;
- c. To revise the RFP, any other procurement documents, and Schedule via an Addendum;
- d. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFP;
- e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its Proposal and require additional evidence of qualifications to perform the work described in this RFP or a subsequent RFP;
- f. To provide clarifications or conduct discussions, at any time, with one or more Offeror;
- g. To contact references who are not listed in the Offeror's qualifications and investigate statements on qualifications and/or qualification of the Offeror identified in the Proposal;
- h. To consider Alternative Technical Concepts and/or approaches identified by Offeror;
- i. To take any action affecting the RFP process, or the Project that is determined to be in DUWA's best interests; and
- j. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants,

Subcontractors, or Key Team Members from those identified in the Proposal. Such approval or disapproval shall not be unreasonably exercised.

- k. DUWA reserves the right to make the sole and final decision of Offeror on the basis its procurement process and other factor(s) it deems appropriate.
- DUWA reserves the right, but shall not have the obligation, as part of this RFP process to hold discussions and/or negotiations with the Offeror. If such discussions and/or negotiations are conducted, they will done in an honest, fair and confidential manner, and in good faith with respect to the rights of the direct parties.

2.6 Disclosure of Contents

All information provided in the Offeror's proposal will be held in confidence and will not be revealed or discussed with competitors until the deadline for submission of proposals has expired. Pursuant to Section 13(1) (j) of the Michigan Freedom of Information Act, as amended, MCL 15.243(1) (j), provides that a public body may exempt from disclosure as a public record A [a] bid or proposal by a person to enter into a contract or agreement, until the time for the public opening of the bids or proposals, or if a public opening is not conducted, until the deadline for submission of bids or proposals has expired.

2.6 Proposal Validity for 90 Days

The offer represented by each proposer's Proposal will remain in full force and effect for ninety (90) days after the Proposal Due Date. If award has not been made within ninety (90) days after the Proposal Due Date, each proposer that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

ATTACHMENT A: CONTRACT & INSURANCE REQUIREMENTS

The selected Offeror shall provide a standard Short Form Contract for DUWA's Legal Team's review and approval. The negotiated Contract will be used as the terms and conditions for the work. WIFIA funding terms will apply to the contract.

The Contractor shall purchase and maintain such insurance as will protect the Contractor, and as additional insureds DUWA, from claims which may arise out of or result from the Contractor's operations under this Agreement. Such insurance shall be written for not less than the coverage and any limits of liability specified below, or as required by law, whichever is greater. By requiring insurance specified herein, the Company does not represent that such coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties granted to the Company in this Agreement.

Certificates of Insurance acceptable to the Company shall state that they are Primary Insurance and shall be filed with the Company prior to the commencement of the Work. The Downriver Utility Wastewater Authority and Veolia shall be named as additional insureds on all policies except workers' compensation.

1. Worker's Compensation:

a)	State:	Statutory
b)	Applicable Federal (e.g., Longshoremen's):	Statutory
c)	Employer's Liability:	\$100,000

- 2. Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Blanket Contractual Liability, Personal Injury with Employment Exclusion deleted):
 - a) Bodily Injury and Property Damage: Single Limit \$1,000,000
 - b) Products and Completed Operations to be maintained for two (2) year(s) after final payment.
 - c) Property Damage Liability Insurance shall provide X, C and U coverage as applicable.
- 3. Comprehensive Automobile Liability:
 - a) Bodily Injury and Property Damage: Single Limit \$1,000,000
- 4. Umbrella Excess Liability:

\$2,000,000 over primary insurance

Contractor and its insurers agree to provide a waiver of their rights of subrogation on all policies as respects any claims covered or which should have been covered by valid and collectible insurance, including any deductibles and retentions maintained thereunder, to and in favor of the Downriver Utility Wastewater Authority.

ATTACHMENT C: SITE PLAN OF DWTF

The Contractor agrees to accept as full payment for the work proposed under this project, herein specified, and as shown on the Plans and based on the undersigned's own estimate of the costs. The Contractor shall provide a not-to-exceed fee per Building ID. The not-to-exceed fee will include the design, bid assistance, and construction assistance efforts. The following define the terms listed below:

• <u>Labor</u>. This shall include all Contract and Subcontract labor as it pertains to wages paid to individuals performing work on this project.

• <u>Materials</u>. This shall include parts and/or complete asset replacement(s) and supplies, including hardware, required to perform the work on this project.

• **<u>Equipment</u>**. This shall include any tooling used, rented, or purchased to perform the repairs. (i.e. crane rental, lifts, scaffolding, tools, forklifts, etc.)

• <u>**Consumables**</u>. This shall include any materials that are not typical wear items. These include items that are consumed and not reusable. (i.e. lubricants, gaskets, one-time use fasteners or hardware, disposable gloves, masks, PPE one-time use garments, welding rod, shield gases, cleaners and solvents, etc.)

• **<u>Freight</u>**. This shall include any freight, shipping and handling costs that are incurred as part of this project.

• **Disposal**. This shall include costs associated with proper disposal or removal of old equipment, fluids and any applicable law or regulated requirements for disposal of items discarded as part of this project. This shall not include any credits from scrap or resale value. No credits shall be included in the bid due to disposal.

The Bidder agrees to accept as full payment for the work proposed under this project, herein specified, and as shown on the Plans and based on the undersigned's own estimate of the not-to-exceed costs:

Please note: The Offeror shall provide a price for roof replacement design, bid assistance, and construction oversight, for each of the roofing location. DUWA may proceed with work for all the buildings or only a portion.

Request for Proposals Not-To-Exceed Fee Per Building

Building	Not-To-Exceed Fee Per Building
NN West Grit	
OO Fine Screens	
PP East Grit	
QQ Influent Pump Station	
RR Administration Building (except for the Lab wing)	
TT Old Solids Building	
UU Detritors	
VV Old Grease Burner	
O Maintenance	
Total Not-To-Exceed Fee, If All Work Is Authorized	

Vendor Signature	Date		
Print Name	Title		
Company:			
Address:			
City, State, Zip Code			
Telephone:	Fax:		
Email Address:			
Note: If there is no signature, the hid will be considered as non-responsive			

Note: If there is no signature, the bid will be considered as non-responsive.

ATTACHMENT C: SITE PLAN OF DWTF

