



## **Request for Proposal**

### **2022 and 2023 Construction Material Testing Services**

December 30, 2021

The City of Dublin Engineering Department is seeking Construction Material Testing Services to assist with the City's capital improvement projects. The City will provide the public inspection for the purpose of accepting the project. The consultant technician will primarily focus on material sampling and compaction testing of embankment, aggregate base and asphalt. The consultant will work at the direction of the Dublin City Engineer. The need for inspection is based on the schedule of the City's projects and will vary throughout the year.

The City will be awarding a two-year general services contract with an option for a third year. Interested firms shall provide a proposal to the City of Dublin with unit prices for the services shown in the attached fee schedule tables. Should you provide services not shown, please provide the appropriate rates in a separate table. Please do not modify the original tables.

In addition to the unit price rates, please provide names, resumes, and availability of the staff members you are proposing to the City. Clearly identify the intended contract project manager. The information provided should be the staff members the consultant intends to have performing these services for the City.

### **Scope of Services**

Provide Construction Material Testing Services in accordance with ODOT's 2019 Construction and Material Specifications (C&MS) and Manual of Procedures (MOP) as well as the City of Columbus Construction and Material Specifications. In addition, below are the expected responsibilities and duties of the technician. The consultant should include all pricing for applicable work in their proposal.

1. Review work, recommend rejection of defective work or materials if necessary, perform inspection and material testing, monitor construction progress, and observe compliance tests as follows:
  - a. Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Construction Documents and that completed work will conform to the Construction Documents.
  - b. Report to the City representative whenever the inspector believes that any work is unsatisfactory, faulty, defective, does not conform to the Construction Documents, does not meet the requirements of any inspections, tests, or approval required to be made, or has been damaged prior to final acceptance. Advise the City representative when the inspector believes work should be corrected, rejected, uncovered for observation, requires special testing, inspection, or approval.

- c. Verify that compliance tests are conducted as required by the Construction Documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record, and report to the City representative appropriate details relative to the test procedures.
  - d. Call to the attention of the Contractor any failure of the work or materials to conform to the Construction Documents as determined by the City or consultant.
  - e. Reject non-specification materials as determined by the City or consultant.
2. Provide reports monthly as follows:
  - a. Furnish City representative with daily reports as required for progress of the work. Included shall be items completed, test data, and comments relative to observations of the day's work. Data must be submitted to the City for all tests taken.
  - b. Consult with City representative in advance of scheduled major tests, inspections, or start of important phases of the work.
3. Warrant that it has the expertise and is fully qualified to perform all work undertaken pursuant to this Proposal and that it will perform such work in accordance with customary and generally accepted professional standards and practices. Inspectors shall have the following qualifications and certifications for pertinent testing (e.g. asphalt, concrete, etc.).
  - a. 12 months of construction experience
  - b. ODOT Flexible Pavement
  - c. ACI Concrete Field Technician, Grade 1
  - d. NICET Level I
4. Maintain accurate records of general account showing all charges and expenses incurred in the performance of the services herein. The selected firm agrees to permit the City and/or its independent auditors to have access, upon reasonable notice and during regular business hours, to inspect or copy such records at the City's sole expense.
5. Upon completion of the work or termination of the contract, promptly submit all field data, field notes, inspector's daily reports, construction reports, compliance test results and/or reports, marked field drawings, and any related project data and information to the City.
6. Provide personnel furnished with cellular telephone communication equipment, to enable continuous monitoring, instruction or other conversation as required on a daily basis.
7. All personnel are to be equipped by the consultant with the necessary inspection or testing equipment for all assignments as identified by the City's Project Manager.
8. All personnel are to be provided by the consultant with a business card identifying the individual, representative firm, and general office/mobile telephone numbers.
9. Exercise the following limitations of authority except upon written instruction by the City representative:
  - a. Shall not authorize any deviation from the Construction Documents or approve any substitute materials or equipment.

- b. Shall not issue instructions contrary to the Construction Documents.
- c. Shall not exceed limitations of testing authority as set forth in the Construction Documents and governing specifications.
- d. Shall not undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's Superintendent, or expedite the work.
- e. Shall not be responsible for the means or methods of construction and shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically required in the Construction Documents.
- f. Shall not be responsible for safety of the contractor's personnel nor issue directions as to safety precautions and programs in connection with the work.
- g. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

10. The City shall:

- a. Provide the consultant with any additional information including approved Final Plans, cut sheets, reports, Standard Construction Drawings and Specifications, maps and tax maps insofar as the information is available or may be secured by the City.
- b. Bear the cost of furnishing the information indicated above as a cost separate and apart from fees paid to the consultant.

## **Project Schedule & Budget**

Construction Material Testing Services will be needed from January 30, 2022 through December 31, 2023. The option to extend the contract for a third year (2024) will be made at the discretion of the City. All 2022 and 2023 unit prices will be based on the fee schedule. Unit prices for 2024 (if the City selects the option) will be increased by no more than 4% of 2023 unit prices. This work will be compensated on a per hour basis and invoices that are based off of the unit prices established in the attached tables. Monthly invoices are to include all the significant and related details that demonstrate the inspectors work.

## **City Project Manager**

The City's Project Manager will be Brian Gable, PE, Deputy Director of Engineering – Design & Construction.

## **Proposal Submittal and Process**

### **Proposal Requirements**

- 1. Letter proposals will be accepted and shall include the resumes of proposed technicians.
- 2. Electronic submission is preferred.
- 3. Please note: All material submitted in accordance with this RFP becomes property of the City and will not be returned.
- 4. Letter proposals shall be limited to 15 pages, including the fee schedule.

**Proposal Content and Evaluation Criteria** - Evaluation of the proposals, and selection of the firm to provide these professional consulting services, will be based on the following criteria:

1. Firm and Individual Qualifications: Consultant shall submit information sufficient to inform the City of Dublin of the firm's and individual project team member's qualifications sufficient to complete the project to industry standard of care.
2. Capacity to Perform the Work
  - a. Consultant shall submit a statement of understanding for the work to be performed, as well as Consultant's planned approach to the Scope of Services.
  - b. Consultant shall submit a statement of understanding for successfully completing this project within the established timeframe.
3. Compensation
  - a. All professional services will be provided on a time and material basis. Consultant shall submit a detailed Fee Schedule to be used for this project based on the tables attached with this document.
  - b. The fee schedule shall include the labor classification, hourly rate, total labor costs and any equipment costs.
4. References: Consultant shall provide references to demonstrate the following:
  - a. Quality, responsiveness, timeliness and cost of work previously performed for other municipalities.
  - b. Completeness and thoroughness of past work performed.
  - c. Accuracy of previous estimates for professional marketing services.
  - d. Capabilities of key technical personnel who were assigned to perform and complete the work.
  - e. Capabilities of key technical personnel from any sub-consultants who will be assigned to perform any work on this project.
  - f. Ability of the consulting firm to meet schedules and deadlines.
  - g. Ability of the consulting firm to control costs and meet budgets.
  - h. Ability of the consulting firm, its principals and key technical personnel to communicate and cooperate with clients.

**Proposal Deadline** - Proposals are due **January 13, 2022 at 4:00 p.m.** Proposals delivered after this deadline will not be considered.

**Proposal Selection** - The City of Dublin will use a Selection Committee to review and evaluate the proposals. From this process, the City may select the winning proposal. If a clear decision cannot be made, or if the Selection Committee needs further clarification, the City reserves the right to shortlist the proposals. The shortlisted firms will be contacted to provide additional information to participate in a meeting or interview. The Selection Committee plans to make the final selection by **January 27, 2022.**

Interested firms should submit their proposals to:

Brian Gable, PE  
Deputy Director of Engineering – Design & Construction  
City of Dublin  
6555 Shier Rings Road  
Dublin, OH 43016  
Phone: 614.410.4641  
Email: [bgable@dublin.oh.us](mailto:bgable@dublin.oh.us)

## Legal Considerations

**Acceptance or Rejection of RFP** - The City reserves the right to accept or reject any or all RFPs received as a result of this request. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any RFP. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP. The City reserves the right to cancel this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the RFP.

**Addenda and Interpretation** – No Consultant will be allowed to modify the content of the proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that the modification will not result in a substantive amendment to the proposal.

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification via written request to:

Brian Gable, PE  
Deputy Director of Engineering – Design & Construction  
City of Dublin  
6555 Shier Rings Road  
Dublin, OH 43016  
Phone: 614.410.4641  
Email: [bgable@dublin.oh.us](mailto:bgable@dublin.oh.us)

Requests for clarification shall be received by the City at least *four business days* prior to the due date for responses. Any response by the City of Dublin to a request for clarification will be made in the form of an addendum to this RFP and will be publicized on the City of Dublin website at [www.dublin.oh.us/business/bids](http://www.dublin.oh.us/business/bids). All addenda shall become part of this RFP and shall be attached as an exhibit to your proposal. This additional information will not count in the sheet total allowed.

Any contact with other City personnel related to this RFP, prior to the formal selection of the Consultant, is expressly prohibited without the consent of the City's Project Manager.

**Non-Responsive RFP** - The RFP shall be prepared and submitted in accordance these instructions. Any omission or limitation to the RFP may be sufficient grounds for non-acceptance of the response, at the sole discretion of City.

The submission of a response to this RFP shall be deemed a representation and certification by the Consultant that the Consultant has investigated all aspects of the RFP, is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and has read and understood the RFP. No request for modification of a RFP shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

**Public Nature of Proposal Material** - Responses to this RFP become the exclusive property of the City. All responses to the RFP when received become a matter of public record and shall be regarded as public records. Any proposal which contains language purporting to render all or

significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

**Disqualification** - Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

- Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this proposal;
- Any attempt to improperly influence any member of the selection staff;
- Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City;
- Evidence of incorrect information deliberately submitted as part of the RFP;
- Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- Consultant's default under any agreement, which resulted in termination of the Agreement.

**Non-Discrimination/Non-Preferential Treatment** – The successful Consultant shall not discriminate, in any way, against any person on the basis of race sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Dublin contracts.



<b>A. Inspection and Testing</b>	<b>2022 Unit Price</b>	<b>2023 Unit Price</b>	<b>Unit</b>
Engineering Technician* (Includes all common field inspection and testing, including concrete, soils and asphalt)			Dollars/hour
Engineering Technician – Overtime* (More than 8 hours per day on the project)			Dollars/hour
Engineering Technician – Saturdays*			Dollars/hour
Engineering Technician – Sundays and Holidays*			Dollars/hour
Nuclear Density Gage – Per day			Dollars/day
Professional Engineer – Per Hour			Dollars/hour
Staff Engineer – Per Hour			Dollars/hour

**\*Hourly rate includes all overhead, net fee, mileage, reporting and supervision**

<b>B. Soils</b>	<b>2022 Unit Price</b>	<b>2023 Unit Price</b>	<b>Unit</b>
0031. Complete Moisture – Density Relationship Tests (Include Proctor Curve, Sieve, Atterberg Limits and moisture content)			Per test
Standard Proctor Testing			Per test
1029. Moisture-Density Relation (Standard Proctor)			Per test
1029. Moisture-Density Relation (Soil-Cements)			Per test
1040. CBR of Laboratory Compacted Soils			Per test
1020. Unconfined Compression, with Stress- Strain Curve			Per test
1090. One Point Proctor			Per test

<b>C. Concrete</b>	<b>2022 Unit Price</b>	<b>2023 Unit Price</b>	<b>Unit</b>
Cylinders – Compressive Strength – 4”x8” Cylinder (Air, yield and set of 3 cylinders cast, cured and broken)			Per test

**\*Unit prices for concrete cylinders include time, mileage and incidental costs associated with cylinder transportation from site to lab.**