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**REQUEST FOR PROPOSALS  
For  
BRIDGE INSPECTION SERVICES**

**PROJECT DESCRIPTION AND INFORMATION**

The Benton County Public Works Department is requesting proposals for professional services necessary to satisfy the Minnesota Department of Transportation requirements for routine bridge safety inspections. Work consists of inspecting and preparing inspection reports for 100 bridges scattered throughout the county. See the attached listing (Attachment A) and the location map.

**MINIMUM QUALIFICATIONS:**

Professional service providers shall be familiar with the National Bridge Inspection Standards (NBIS) and Structure Inventory Management System (SIMS). Personnel assigned to the work shall meet the NBIS definition of a Team Leader. The Benton County Engineer will function as the Program Administrator. Benton County will assign an Assistant Team Leader to the Team Leader. The Assistant Team Leader shall accompany the Team Leader on all field inspections and participate in preparation of inspection reports.

**SCOPE OF WORK - GENERAL:**

Inspect and prepare electronic inspection reports of the bridges indicated. Inspections and reports shall be consistent with NBIS and SIMS standards as well as the current training provided by the Minnesota Department of Transportation. Reporting and documentation shall be recorded using SIMS. Benton County will make historical electronic and paper inspection reports available.

Inspections shall be conducted during the months September through November 2019. The successful consultant shall work with the Program Administrator on the bridge inspection schedule. In all cases the inspections shall be completed on or before the date shown in Attachment A for each bridge.

Inspection reports should be submitted for review by the Program Administrator as inspections are completed. All reports shall be completed and submitted to the Program Administrator/County Engineer for approval no later than November 29, 2019.

The bridge inspections shall include but are not limited to:

- Documentation of bridge deficiencies through the standard inspection/reporting process.
- Notation of obvious errors of the bridge inventory.
- Written notation as needed to convey observations.

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**Public Works/Highway Department**

**Chris Byrd, P.E.**  
Director/County Engineer  
**Mark Loidolt, P.E.**  
Assistant Engineer  
**Mark Ebnet**  
Highway Superintendent

7752 Hwy 25 N  
P.O. Box 247  
Foley, MN 56329  
Benton County's Website:  
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- Digital images of findings as needed.
- Recommended maintenance activities.

**SCHEDULE:**

**Submit Proposal:** May 31, 2019  
**Award Consultant Contract:** June 21, 2019  
**Notice to Proceed:** August 1, 2019  
**Start Work:** September 1, 2019  
**Complete work no later than:** November 15, 2019  
**Submit last of the Inspection Reports:** November 29, 2019

**DELIVERABLES:**

- Inspection Reports
- Digital Images
- Notations and recommendations on maintenance and/or repairs

**PROPOSAL CONTENTS:**

Minimum requirements of the proposal:

- Identification of the internal 'Team', their roles, responsibilities and credentials of the Team Leader(s)
- Provide a resume for the key individuals that will manage the project.
- Provide a charge rate schedule for each position.
- Total cost
- History of experience with similar projects
- Provide three references for similar work.

**PROPOSAL DELIVERY:**

Proposals shall be submitted via e-mail as a PDF no later than 4:00 P.M Friday, May 31, 2019. Hard copies are not required but may be delivered to the office of the County Engineer.

Chris Byrd, PE Benton County Engineer,  
7752 Highway 25  
Foley, MN 56329  
[cbyrd@co.benton.mn.us](mailto:cbyrd@co.benton.mn.us)

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**SELECTION OF CONSULTANT:**

The selection of the consultant will be based on evaluation of best value and the ability of the consultant to meet the schedule with qualified personnel.

**PAYMENT:**

Benton County pays vendors within 35 days of received invoice. Once approved payments are made on Fridays.

**CONTACT INFORMATION:**

Questions shall be directed to the Benton County Engineer:

Chris Byrd, P.E.

[cbyrd@co.benton.mn.us](mailto:cbyrd@co.benton.mn.us)

320.968.5051

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## **Limitations**

Benton County reserves the right to accept or reject any or all submittals as a result of this Request for Proposals or to cancel, in part or in its entirety, this Request for Proposals if found to be in the best interest of the County. This Request for Proposals does not commit the County to award a contract, pay costs incurred for the preparation of the response documents, or any subsequent costs associated with the provision of additional information or presentation, or to procure or contract for services or goods. By submitting a Proposal, the consultant hereby authorizes the County to contact references and make such further investigations as may be in the interest of the County. All submittals become the property of Benton County and will be open to public inspection.

## **Terms and Conditions**

**Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**Safety:** Respondent shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Respondent shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning OSHA and all applicable state labor laws, regulations, and standards. The Respondent shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on the County because of the Respondent's, Subcontractor's, or supplier's failure to comply with the regulations.

**Ownership, Publication, Reproduction, and Use of Materials:** All work products of the contractor, which results from this contract are the exclusive property of Benton County. No material produced in whole or in part under the negotiated contract shall, during the life of the negotiated contract, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from Benton County before any report, handbook, manual, interim data, or results are published in any medium. Draft copies of all deliverables must be prepared by the consultant, and reviewed for approval by Benton County before publication. The consultant, subject to the approval by Benton County, shall have the authority to publish, disclose, distribute, and otherwise use in whole and

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part, any reports, data, or other materials prepared under the negotiated contract. All maps provided for each item identified in the scope of work to clarify findings, data, projections, and trends must be clear and concise in their purpose and delivery. When available, GIS information shall be provided to the County in electronic form compatible with or easily converted to ArcGIS software.

***Conflicts of Interest:*** No official or employee of Benton County who is authorized in his or her capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for Benton County in connection with the project shall have, directly or indirectly, a financial or other personal interest other than his or her employment or retention by Benton County in any contract or subcontract in connection with such project. No officer or employee or such person retained by Benton County shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of Benton County.

***Responsibilities for Acceptance:*** Benton County will, in all cases, determine the quality, acceptability, and fitness of the deliverable products that are to be paid for and will decide all questions that may arise as to the fulfillment of the contract. Benton County Board of Commissioners will ultimately make the decision for acceptance/rejection of any submitted proposals. The Planning Commission's role shall be recommendatory in nature. Benton County will have the right to correct and clerical, mathematical, or minor errors or omissions in the technical specifications when such corrections are necessary for the proper fulfillment of this document.

***Assignment:*** The contractor shall not assign or transfer the contractor's interest in the negotiated contract without express written consent of Benton County. Any agreement between the contractor and any subcontractor shall obligate the subcontractor to comply with the terms of this contract. Contractor shall be responsible for the performance of all subcontractors. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

***Termination:*** Benton County may terminate the contract at any time for breach of contractual obligation, convenience, or non-appropriation of funds by providing the Contractor with a written notice of such termination. Should the County exercise its right to cancel the contract for such reasons, the termination shall become effective on the date as specified in the notice of termination sent to the Contractor.

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**Amendments:** The terms of the negotiated contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

**Successors of Interest:** The provisions of the negotiated contract shall be binding upon and shall ensure to the benefit of the parties hereby, and their respective successors and assigns.

**Waivers:** The failure of Benton County to enforce any provisions of this contract shall not constitute a waiver by Benton County of that or any other provisions.

**Notice:** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as designated hereafter in writing by the parties.

**Hold Harmless:** The contractor shall indemnify, hold harmless and defend the County, its officers, agents, employees, and members against any and all liability, loss, cost, damages, expenses claims, suits, or actions, including attorney's fees which the County, its officers, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, its subcontractors, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract. of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under the negotiated contract.

**Independent Contractor:** It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under the negotiated contract shall not be considered employee of Benton County and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by and third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under the negotiated contract by the contractor shall in no way be the obligation or responsibility of Benton County.

**Intellectual Property Indemnification:** Contractor warrants that any materials and, or work product provided or produced by the prime contractor or subcontractors, utilized in the performance of this Contract, will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the County, upon prompt

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notice from the County of such claim, contractor, at its expense, shall indemnify and defend the County against any loss, cost, expense or liability, including attorney's fees, arising out of such claim. If such claim occurs, or is likely to occur, contractor shall either procure for the County the right to continue using the materials and, or work product, or replace or modify the materials and, or work product. If an option satisfactory to the County is not reasonably available, upon the written request of contractor, and at the expense of contractor, the County shall return the materials and, or work product to contractor.

***Governing Law:*** The contractor shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect and hereafter adopted. This contract shall be construed and enforced in accordance with the laws of the State of Minnesota. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of County of Benton in the State of Minnesota.

***Payment:*** The County shall have 35 days from the date of receipt of the invoice to remit payment. If an invoice is incorrect, defective or otherwise improper, the County shall notify the Contractor within 10 days of the date of receipt. Upon receiving a corrected invoice from the Contractor, the County shall pay the obligation within 35 days.

Payment of claims and interest shall be governed by the Minnesota Prompt Payment Act, Minn. Stat. §471.425.

***Data Practices and Confidentiality:*** Pursuant to Minn. Stat. Ch. 13, contractor agrees to maintain and protect data that is not public received, or to which contractor has access according to the statutory provisions applicable to data. No private, non-public or confidential data developed, maintained or reviewed by contractor under this Agreement may be released to the public by the contractor or contractor's employees or representatives. contractor agrees to indemnify and save and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act by contractor or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.

***Insurance:*** Prior to the effective date of this contract, and as a condition precedent to this contract, the Contractor will furnish the County with certificates of bonding and insurance. Benton County Insurance Requirements

A. Provider shall not commence work under the Contract until it has obtained at its own

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cost and expense all insurance requirements herein. All insurance coverage is subject to approval of Benton County and shall be maintained by Provider until final completion of the work.

- B. **Workers Compensation.** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with limits of \$500,000 for each claim; \$500,000 for each occurrence and \$500,000 aggregate.
- C. **Comprehensive General Liability.** Coverage shall have minimum limits of \$1,500,000 per occurrence and \$3,000,000 general aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations (if applicable); Contractual Liability; Explosion, Collision and Underground (XCU); Hazard Liability (if applicable); Personal Injury Liability; and Aircraft and Watercraft Liability (if applicable).
- D. **Business Auto Liability.** Coverage shall have minimum limits of \$1,500,000.00 and \$500,000.00 per person per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage  
  
This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- E. **Professional Liability.** Coverage shall have minimum limits of \$2,000,000.00 per occurrence, and \$4,000,000.00 aggregate limit.
- F. **Special Requirements:**
1. Benton County is to be included as an Additional Insured on both the Comprehensive General Liability and Business Auto Liability Policies.
  2. Current, valid insurance policies meeting the requirements herein identified shall be filed with Benton County before the contractor commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to Benton County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to Benton County in the event of cancellation or modification of any stipulated insurance coverage.
  3. It shall be the responsibility of the Contractor to insure that all subcontracts comply with the same insurance requirements that he/she is required to meet.

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**Records Auditing and Retention:** Contractor's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

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