

CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES

City Hall
1101 S. Saginaw Street, Rm 203 – Flint, Michigan 48502
(810) 766-7340 FAX (810) 766-7240 www.cityofflint.com



Dr. Karen W. Weaver
Mayor

REQUEST FOR PROPOSAL

OWNER/RETURN TO:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

PROPOSAL NUMBER: **20000547**

SCOPE OF WORK

The City of Flint, Finance Department - Division of Purchases and Supplies, is soliciting sealed bids for providing:

**ROBERT T. LONGWAY BOULEVARD FROM CHAVEZ DRIVE TO
E. BOULEVARD DRIVE, PRELIMINARY ENGINEERING**

Per all additional requirements.

If your firm is interested in providing the requested goods or services, please submit one (1) original and one (1) copy of your detailed bid to the City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St, Room 203, Flint, MI, 48502, **Tuesday, October 15, 2019 @ 3:00 PM (EST)**. Please note: all detailed bids received after 3:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the bid and bid number. Faxed bids into the Finance Department - Division of Purchase and Supplies are not accepted.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

If you are the low bidder and a new vendor, you will be required to submit an IRS W-9 Form and Vendor ACH Payment Authorization Form with the City of Flint.

Bid results may be viewed next business day online EXCEPT when a bid is under review at <https://www.cityofflint.com/finance/purchasing/results/> under "view bid results".

Any questions regarding the proposal process may be directed to Joyce McClane, Purchasing Manager at jmcclane@cityofflint.com **no later than October 4, 2019, by 12:00 PM (EST)**

Sincerely,

Joyce A. McClane

Joyce A. McClane, Purchasing Manager

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this ITB and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the ITB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this ITB, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**

- 2) **ITB MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the ITB, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the ITB will be sent a copy of such changes. If any changes are made to this ITB document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

- 3) **BID SUBMISSION:**
 - a) The Bidder must include the following items, or the bid may be deemed non-responsive: i.e. All forms contained in this ITB, fully completed (including the notarized affidavit).
 - b) Bids must be submitted to the Finance Department - Purchasing and Supplies, City of Flint, 1101 S. Saginaw Street – Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: ITB Title, ITB Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Invitation to Bid (ITB), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Bids sent by email, facsimile or other electronic means will not be considered unless specifically authorized in this ITB.
 - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the City of Flint.
 - h) Bids must be held firm for a minimum of 120 days.

- i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Invitation for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this ITB. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All bids must be firm for at least 120 days from the due date of the bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

- 11) **NO ITB RESPONSE:** Bidders who receive this ITB but who do not submit a bid should return this ITB package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.
- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim; dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person; the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - (e) These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.

- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Proposers/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the city council. If the lowest non-local bidder does not exceed that of any proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him/her pursuant to this Agreement shall be performed by him/her or by other employed by him/her and working under his/her direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.

- 23) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

- 29) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.
- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 39) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 40) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF BIDS/PROPOSALS:** In the City's evaluation of bids/proposals, at minimum; cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified.



**CITY OF FLINT
DEPT. OF PURCHASES & SUPPLIES**

**THE SCOPE OF WORK FOR ROBERT T. LONGWAY BOULEVARD FROM
CHAVEZ DRIVE TO E. BOULEVARD DRIVE, PRELIMINARY ENGINEERING**

PROJECT LOCATION: (Map Attached)

1. Robert T. Longway Boulevard from Chavez Drive west to East Boulevard Drive incorporating both east and westbound lanes.
2. Attachment GCMP TIP Preservation Application

SCOPE OF WORK:

This construction project is scheduled to start in the year 2020 as an MDOT Bid Project. This project is 0.28 miles of pavement. Robert T. Longway Boulevard is mostly a divided highway with several businesses and a hotel within the divided section. The goal of this project is to mill portion that is HMA overlay currently, repair concrete, mill concrete along curb line and at the beginning and end of limits and place HMA overlay over the existing concrete pavement. This will be a Fast Track Project. The City of Flint seeks a consultant to provide Preliminary Engineering services for the Robert T. Longway Boulevard Resurfacing Preservation Project. The Consultant shall furnish all services and labor necessary to complete Preliminary Engineering services so the project can be successfully bid through the Michigan Department of Transportation. This will require:

Proposed work includes:

- This project must be able to go to MDOT bid by April 2020.
- Complete all permitting requirements including NEPA Permit ASAP.
- Determine and complete all permits and approvals needed by MDOT for Bids and to start the construction.
- Compile all historical information and reports needed for this project.
- Total topographic survey of the project limits, at a minimum, to include ROW within project limits and 100' beyond the POB and POE and side streets. An additional 10' beyond ROW is also desired at driveways.
- If Geotechnical subgrade investigation is needed, sampling shall meet the MDOT sampling frequencies for core/borings to a depth of 5'.
- Coordinate with any and all utilities that may be affected by this project.
- Complete all AutoCAD drawing and design work including locations of concrete patches joint and crack filling in the concrete layer.
- Delineate asphalt removals.
- Delineate and design 1.5-inch milling of concrete by the monolithic curb to create a concrete gutter and transition to a new asphalt overlay.
- Design 1.5-inch asphalt overlay.
- Correct any drainage issues.
- Determine structure replacements and adjustments.
- Model and Redesign lane configuration to develop two lanes of traffic in both directions including

- left and right turn lanes where needed.
 - Any and all traffic study and drainage study to complete the project to MDOT standards.
 - Removal of the raised island at Burton Street and replace with a flat pavement.
 - Pavement markings plans.
 - Traffic signage plans.
 - All sidewalk ramps and associated sidewalk and curb to meet ADA guidelines.
 - Develop all project specification and quantities for the project.
 - Design all driveway approaches that are required.
 - Design the replacement of guardrail along the north side of westbound lanes.
 - Project restoration plan and specifications.
 - Engineering Cost Estimate for the total project.
 - Develop an estimated scheduling plan.
 - The design will also create work phases to minimize the impact on the businesses and the community.
 - The Engineering Firm will be required to have a minimum Bi-weekly progress update meeting or email on the design and the budget with the City Engineer and/or the Transportation Manager throughout this PE-Design Project.
 - Provide all drawings, calculations, documentation, permits and all electronic AutoCadd files, shapefiles and survey files, needed for the completion and success of the Construction of the Robert T. Longway Boulevard Project.
 - Preliminary Engineering firm will answer any questions about design if requested during the Construction phase at no additional cost.
- A. Meeting new NEPA requirements from MDOT
 - B. Completing the Program Application including crash analysis with a recommendation and Section 106 environmental review, all environmental, right of way, and safety analysis.
 - C. Topographic survey of the project area for preparation of the design documents. This shall include, at a minimum, the ROW within the project limits and 100' beyond the POB, POE, and side streets. An additional 10' beyond the ROW is also desired at driveways.

ANTICIPATED SERVICE START DATE:

November 1, 2019

PRIMARY PREQUALIFICATION CLASSIFICATION(S):

- MDOT prequalified
 - Design – Roadway, Intermediate
 - Design – Geotechnical
 - Design – Hydraulics 1
 - Traffic – Signal
 - Utilities – Municipal
- P.E. licensed in the state of Michigan

PROJECT COORDINATION:

The Consultant shall be responsible for project coordination with MDOT, EGLE, U of M University, Mott College, Cultural Center, Consumers Energy, Comcast, AT&T, MTA, CRIM, and any other applicable utilities/businesses.

CITY OF FLINT – CITY ENGINEER/PROJECT MANAGER:

Mark Adas, P.E.
City of Flint – DPW

1101 S. Saginaw St. (North Bldg)
Flint, MI 48501
(810) 766-7165, ext 2603
(810) 610-7771 cell
madas@cityofflint.com

REQUIRED MDOT GUIDELINES AND STANDARDS:

Work shall conform to current MDOT, FHWA, and AASHTO practices, guidelines, policies, and standards (i.e., Road Design Manual, Standard Plans, Published MDOT Design Advisories, Drainage Manual, Roadside Design Guide, A Policy on Geometric Design of Highways and Streets, Michigan Manual of Uniform Traffic Control Devices, etc.).

The Consultant is required to use the MDOT Current Version of Bentley Microstation/GEOPAK or PowerGEOPAK (published at Section 2.2.2 of the Design Submittal Requirements) with the current MDOT workspace (published at Section 2.2.1 of the Design Submittal Requirements). The consultant shall comply with all MDOT CADD standards and file naming conventions.

CONSULTANT RESPONSIBILITIES:

Complete the design of this project including, but not limited to the following:

- A. The Consultant must adhere to all applicable OSHA and MIOSHA safety standards, including the appropriate traffic signs for the activities and conditions for this job.
- B. Meet with the City Engineer/Project Manager to review the project, location of data sources and contact persons. The Consultant shall review and clarify project issues, data needs, and availability, and the sequence of events and team meetings that are essential to complete the design by the project plan completion date. Attention shall be given to critical target dates that may require a large lead time, such as geotechnical requirements, utility conflict resolution, local agency meetings, etc.

DELIVERABLES:

This is a City of Flint MDOT project, therefore the Consultant shall enter in the appropriate folders all electronic files associated with the project in their native format (spreadsheets, CADD files, GEOPAK files, Roadway Designer Templates, etc.) as directed by the Project Manager. All CADD/GEOPAK files shall be created and identified with standard State and Federal file names. It is the Consultant's responsibility to obtain up to date Computer Programs and standards to meet State and Federal requirements. All computer programs that do not meet State or Federal standards will be returned to the Consultant for correction at the Consultant's expense.

Proposal documents shall be submitted to City Engineer, in the appropriate folders, in their native format with standard naming conventions as well as combined into one PDF file in the sequence specified by State and Federal Agencies. To provide text search capabilities the combined proposal shall be created by converting native electronic files to PDF. Scanning to PDF is discouraged except in instances where it is necessary to capture a legally signed document or a hard copy version of a document is all that exists.

Plan sheets shall be submitted to the City of Flint on 24" X 36" prints. The plan shall be put into appropriate folders in a set in PDF 24" x 36" format. For final Plan Turn-In, a title sheet shall be printed, signed, sealed, and then scanned for inclusion with the PDF set.

Preliminary Engineer will supply all information needed for MDOT Bidding and complete the construction phase of the project, Supply additional drawing sets and electronic CADD drawings to Contractors and to future Construction Engineering Firm if requested by the City of Flint.

Preliminary Engineer Firm will cooperate and supply any additional information requested during constructions of the project as part of the not to exceed bid price

Stand Alone Proposal Estimator's Worksheet (SAPW) shall be used to generate the TXT. and XML. files necessary for import into the Trns*port bid letting software. The SAPW files shall be entered into MDOT ProjectWise in the appropriate folder.

All plans, special provisions, estimates, and other project-related items shall meet all requirements and detailing practices (i.e., format, materials, symbols, patterns, and layout) or as otherwise directed by the City Engineer/Project Manager. All plans, specifications, and other project-related items are subject to review and approval by the City Engineer/Project Manager.

The consultant will include a sealed bid not to exceed cost estimate for engineering services and a separate sheet with hourly rates. This preliminary engineering service is being paid directly by the City of Flint. All bids will be reviewed and included as part of the decision.

All billings for services must be itemized correctly and directed to the City of Flint and follow the format guidelines (Payment may be delayed or decreased if the instructions are not followed):

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within 30 days after the completion of services for the current billing. The final billing must be received within 30 days of the completion of services.

Monthly progress payments will be processed upon providing justification for the actual hours and expenses with total payment not to exceed Bid price. All travel expense, equipment, fee, and the permits shall be included in the not to exceed bid price.

NOTE: All CADD, SHAPE, CALCULATIONS, INVESTIGATION AND SPECIFICATION FILES CREATED FOR THIS PROJECT ARE THE SOLE PROPERTY OF THE CITY OF FLINT.

PROPOSAL FORMAT AND EVALUATION/SELECTION CRITERIA:

Proposals shall contain a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of the consultants necessary for the service to be rendered. It should detail the services to be performed, deliverables to be provided, estimated schedule for performance of the work and applicable standards, specifications, and policies. Proposals should be prepared economically using 11-point font and single-sided paper. Respondents should organize proposals into the following sections:

- A. Title Page and Table of Contents (pages 1 and 2)
- B. Professional Qualifications –
 1. State full name and address of your organization, the office location where work will be performed. Include the history of the firm and types of engineering services provided. Identify the technical details which make the firm uniquely qualified for this project. (Title this section B1. Firms History) [5 points maximum]
 2. Include the names of executive and professional personnel by skill and qualifications that will be employed in the work. Show where the personnel will be physically located during the time they are engaged in the work. Identify the individuals you consider key to the success of this project. Provide resumes (2-page maximum) for each key project

personnel, including surveyors and any sub-consultant(s). (Title this section B2. Professional Qualifications) [15 points maximum]

C. Past Involvement with Similar Projects –

1. Provide a minimum of 5 projects that showcase similar experience to the project being proposed. Projects must have been completed in the last 8 years. Indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individual involved in the project. Key experience must include design & engineering for federally funded road projects. Key project personnel named in this proposal must be shown on some of the projects provided in this section. The proposal should also indicate the ability to have projects completed within the budgeted amounts and within the scheduled timelines. A summary of related projects with the original deadline and cost estimate versus the actual design completion and final costs for the design is required. (Title this section C1. Similar Projects) [25 points maximum]
2. Provide a list of five (5) references for similar projects including their contact name, agency, telephone number and email address. (Title this section C2. References) [5 points maximum]

D. Proposed Work Plan –

Provide a detailed work plan, which lists all tasks determined to be necessary to accomplish the work of this project.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones including when project tasks and deliverables a timeline and schedule for design depicting the sequence and duration of tasks showing how the work will be organized and executed. Estimated time of completion. (Title this section D1. Timeline) [20 points maximum]
2. Include information that your firm believes is pertinent to the success of the project that may not have been requested or identified. (Title this section D2. Pertinent Information) [20 points maximum]
3. Provide detail of what Quality Control and Quality Assurance will be utilized on the design of this project and in past projects. (Title this section D3. QC/QA) [10 points maximum]

The written proposal shall be evaluated on the clarity and content of their responses. The evaluators will include the City Engineer, Transportation Director, and DPW.

- a. Cost Scoring – Total not to exceed the cost bid price (Title this section E1 Bid Price) [100 points maximum]
- b. Hourly rates for everyone that will be involved in the PE (Title this section E2 Hourly Rates)

Not to Exceed Pricing to include everything needed to get Project though the MDOT Bids and any transfer of information to complete the Construction of Plans as Designed.

Scoring Sheet for Preliminary Engineering Robert T. Longway

100 Max Points for Qualification Evaluation

Section	
Qualification Evaluation Category's	
Section B1 Firms History (5 points maximum)	
Section B2 Professional Qualifications (15 points maximum)	
Section C1 Similar Projects (25 points maximum)	
Section C2 References (5 points maximum)	
Section D1 Timeline (20 points maximum)	
Section D2 Pertinent Information (20 points maximum)	
Section D3 QC/QA (10 points maximum)	
Total Qualifications Evaluation Points	
Cost Evaluation	100 Maximun Points for Cost Evaluation
Section E1 Not to Exceed Bid Price (100 points maximum)	
Section E2 Hourly Rates (-20 points maximum if not included).	
Total Cost Evaluation Points	
<p><i>Note all related cost are to be included in the not to exceed cost.</i></p> <p><i>Evaluation Points on Costs will be based on percentage of Lowest Bid.</i></p>	

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in () days ARO (after receipt of order).

Payment Terms: _____ Delivery Dest.: _____ Fed. ID #: _____
(All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME (Respondent): _____
(Printed)

ADDRESS : _____

CITY/STATE/ZIP : _____

PHONE : _____ FAX: _____

EMAIL : _____

PRINT NAME and Title : _____
(Authorized Representative)

SIGNED : _____ DATE: _____
(Authorized Representative)

Please submit original documents plus one copy.

New vendors are required to compete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Bid results may be viewed next business day online EXCEPT when a bid is under review. <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

**CITY OF FLINT, MICHIGAN
AFFIDAVIT FOR INDIVIDUAL**

STATE OF

S.S.

COUNTY OF

.....being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure to himself any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State, this day of, A. D. 20

.....

*Notary Public,County,.....

My Commission expires, 20

CITY OF FLINT, MICHIGAN
FOR CORPORATION

STATE OF

COUNTY OF

s.s.

..... being duly sworn, deposes and says that

he is of
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests
of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly
induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly
induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not
in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at, in said County and State,

this day of, A. D. 20,

.....

*Notary Public, .. County,.....

My Commission expires....., 20.....

CITY OF FLINT, MICHIGAN
FOR PARTNERSHIP

STATE OF.....

COUNTY OF

S.S.

..... , being duly sworn, deposes and says that he is a member of the firm of , a co-partnership, making the above bid; that he is duly authorized to make said bid in behalf of said co-partnership; that said bid is genuine and not sham of collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at in said County and State
this day of A. D. 20

.....

*Notary Public.....County.....

My commission expires.....20.....

CITY OF FLINT, MICHIGAN
FOR AGENT

STATE OF

S.S.

COUNTY OF

..... being duly sworn, deposes and says that he executed the within and foregoing bid in behalf of
....., the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State, this day of, A. D. 20

.....

*Notary Public.....County.....

My Commission expires, 20.....

NOTE: IF EXECUTED OUTSIDE THE STATE OF MICHIGAN, CERTIFICATE BY CLERK OF THE COURT OF RECORD, AUTHENTICATING THE NOTARY'S SIGNATURE AND AUTHORITY SHOULD BE ATTACHED.

LEAVE PAGE BLANK

Preservation/Reconstruction Application

Genesee County Metropolitan Alliance

FY 2020-2023
Transportation Improvement Program



Preservation/Reconstruction Project Application
Please Complete and Attach as a Front Cover to your Application

TO: Sharon Gregory, Planner III
Genesee County Metropolitan Planning Commission

Please indicate application type:

Preservation (PASER 5) Application (15% of funds in this category are reserved for preservation projects with a PASER 5 rating)

Preservation Application (60% of funds in this category are reserved for preservation projects)

Reconstruction Application (25% of funds in this category are reserved for reconstruction projects)

Application Agency: City of Flint

Contact Person: Betty Wideman

Phone/E-Mail: 810-766-7165 ext 2801 / bwideman@cityofflint.com

Proposed Project Information

(Please attach commitment from local funding agency in the form of a Resolution of Support. This is required for eligibility)

Road Name	<u>Robert T. Longway Boulevard</u>
Point of Beginning	<u>Chevez Drive</u>
Point of End	<u>E. Boulevard Drive</u>
Project length in Miles	<u>1479'</u>
Current Number of Lanes	<u>4-8</u>
Number of Lane Feet in Project	<u>8507'</u>
Current Pavement Width	<u>21'-54'</u>
Current ADT	<u>13797</u>
If in a township, which one?	<u>City</u>

MDOT Project Description: (Please refer to list provided)

Preservation

NOTE: Please provide a narrative describing the details of the project on the following page. Please be specific and feel free to attach additional pages.

Detailed Project Description

This project is approximately 0.28 miles and consist of two one-way streets that merge into a two-way street. The number of lanes ranges from four to five lanes to two-lanes

one-way section. Robert T Longway Boulevard is a critical connection the College

Cultural Center, Mott College to the U of M Flint Campus, Downtown Flint, and

I-475. Public transportation is offered over part of the project via route 6 of the MTA.

Improving Robert T Longway Boulevard would increase safety and confusion through

this section. This project will allow better accessibility of amenities for travelers using

I-475 and those coming from the east and northeast areas of Flint. Robert T. Longway

Boulevard is a concrete roadway with monolithic curbs and areas that have an HMA

overlay. The proposed improvements to Robert T. Longway Boulevard will include

milling existing HMA overlay, concrete milling a tapered section of the concrete road two feet in front of the curb to a depth of 1.5 inches, several major patches of concrete,

crack filling cracks, removing raised island at Burton Street and Robert T Longway

Boulevard, create a concrete patch where island was located, add a 1.5 inch HMA

overlay over the concrete to the edge of milled concrete and re-stripe the street so there

is only two through lanes and left turn and right turn lane where possible. New guardrail

will replace existing guardrail along westbound Robert T. Longway Boulevard. All

sidewalk ramps and associated sidewalk and curb will be reconstructed in accordance

with the current ADA guidelines.

Robert T. Longway is part of the NHS local roads.

Please provide a list of any alternatives to the proposed improvement and a brief explanation as to their shortcomings.

Alt #1 Do nothing- the road will continue to deteriorate. This will cause further and more expensive repairs in the future. The short-term condition of this road

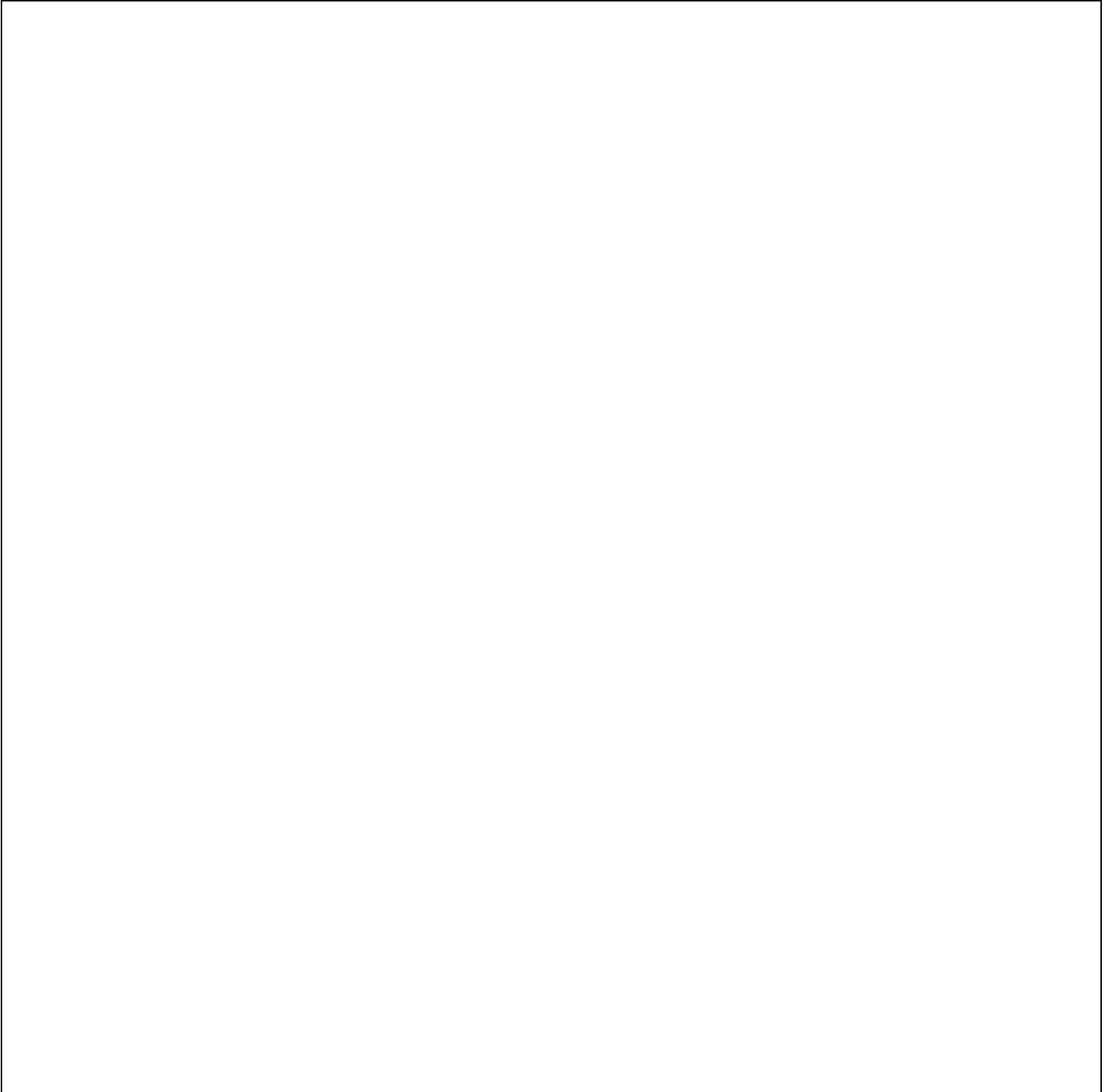
may cause vehicles to be damaged.

Alt #2 Reconstruct the existing road. Removing all the concrete road and rebuilding it either in concrete or HMA would not be cost effective and would likely exceed

the yearly budget for reconstruction. However, if no preservation work is completed

on this section of roadway it could deteriorate to the point of a total reconstruct.

Diagrams of the existing segment, intersection, or area drawn at an appropriate scale and in sufficient detail to describe the existing situation and proposed improvement.



Estimated Project Cost

Item	Total Cost	Federal Funds Requested	Local Match	Other Source of Funds	Funds Type & Amount
R.O.W	\$ 0	0	(100%)	(Y/N)	
Preliminary Engineering	\$ 114,924.80	(80%)Max \$ 91,939.84	(20%) Min \$ 22,984.96	(Y/N)	
Construction Engineering	\$ 172,387.20	(80%)Max \$ 0	(20%) Min \$ 172,387.20	(Y/N)	
Construction	\$ 1,149,248.04	(80%) Max \$ 919,398.43	(20%) Min \$ 229,849.61	(Y/N)	
Total Project cost	\$ 1,436,560.04	\$ 1,011,338.27	\$ 425,221.77	(Y/N)	

NOTE: The PE and CE must be identified above to be eligible for funding.

Proposed Implementation Schedule
(Indicate beginning month / year and ending month/year for each activity)

Circle as many as needed Preferred Fiscal Year = 1 Second Preferred year = 2	2020	2021	2022 1	2023 2
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Item	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022
R.O.W Acquisition												
Preliminary Engineering	X	X	X	X								
Construction Engineering							X	X	X	X	X	
Grade Inspection		X										
Bid Letting						X						
Construction							X	X	X	X		

Performance Measures and TIP Projects

A key feature of the Fixing America’s Surface Transportation (FAST) Act is the establishment of a performance and outcome-based program, originally introduced through the Moving Ahead for Progress in the 21st Century (MAP-21) Act. The objective of a performance-based program is for states and MPOs to invest resources in projects that collectively will make progress toward the achievement of national goals. 23 CFR 490 outlines the seven areas in which performance goals are required. These seven areas include: Safety; Infrastructure Condition; Congestion Reduction; System Reliability; Freight Movement; Environmental Sustainability, and Reduced Project Delivery Delay. Keep in mind that projects should be able to address performance measures which will help Genesee County meet its targets. A list of performance measures and targets is included at the end of this application.

PAVEMENT CONDITION (65 Points Available)

2018 PASER Rating: 3
(From GCMPC 2018 PASER Map)

PASER RATING	POINTS
1-2	65
3	60
4	50
5	35
6	10
7-10	0

AVERAGE DAILY TRAFFIC (17 Points Available)

What is the ADT for this road segment? 13797

Per Thru Lane ADT	Points
7,000 and Above	17
6,999 to 6,000	15
5,999 to 5,000	12
4,999 to 2,000	7
1,999 or less	5

PERFORMANCE PRINCIPLES (18 Points Available)

1. COMPLETE STREETS (3 Points Available)

Which of the complete streets design elements are planned as part of this project? (ie: bike lanes, sidewalks, ADA accessible crosswalks, pedestrian crossings, etc.) If none, please explain. Does your project increase the safety of the street?

The project will be upgrading sidewalk ramps and crosswalks at all of the intersections within the project limits to conform with the current ADA Standards. Define through lanes and converge lanes to two-lanes from multiple lanes, add turn lanes with deceleration and acceleration lanes for driveways, Burton Street and turnaround. Add new guardrails to replace old damaged guardrails.

2. SAFETY - (5 Points Available)

Points will be given to projects that implement safety improvements in conjunction with normal roadway improvements. Safety improvements such as 4-to-3 lane conversions, signage and/or signal upgrades, lane re-striping, access management, turn lane additions, etc. all qualify. Please describe below the safety improvements proposed for this project.

New pavement markings will be updated and placed per the current MMUTCD standards. Updates and additional signage will be added to meet MMUTCD requirements. A four-lane

one-way street will be converted to two-lane with designated turn lanes into driveways and
unto Burton Street.

3. AREA-WIDE IMPACT - (10 Points Available)

Agency judgement shall be taken into consideration in this category. There are certain important and significant criteria which do not fit into any of the above categories. Nevertheless these should be included in establishing priorities. This criteria includes the following:

- a. Is this project located in an Environmental Justice (EJ) Zone identified in the Genesee County 2040 Long Range Transportation Plan? If so, what are the effects of the project, both positive and negative, and how do you plan to mitigate the negative effects? (2 Points)

Yes, the project is located in the Environmental Justice Zone identified in the Genesee County 2040 Long Range Transportation Plan. This project will not cause any populations to be

relocated or redistributed. Economic conditions will not be adversely impacted. Business will

not be required to relocate and jobs will not be adversely affected by this project. During the

construction process, the project may impact the mobility and access for residents of the area to local business, public services, and other facilities in the area. The short-term negative impacts

will be negated by the positive impact that will improve safe mobility and better access for the residents of the area and to the local businesses, public services, and other facilities at the completion of this project.

- b. Please identify and explain any additional transportation-related improvements taking place in the area. (2 Points)

The City of Flint is looking at areas east of this project on Robert T. Longway

Boulevard for possible roundabouts by Flint Cultural Center and around
Mott Community College.

- c. Is this project located in a traditional downtown area? Please explain the importance of this project to the community's traditional downtown. (4 Points)

This project is outside the traditional downtown area but is a principal connection to the downtown area.

- d. Regarding system reliability and congestion mitigation, points are available for projects that improve traffic flow and freight movement. Write a narrative that describes how your project can improve: travel time; congestion; freight movement; traffic signals; intersection accidents; and corridor timing. (2 Points)

This project will improve the confusing existing roadway path where portions merge from both the right and from the left. By designating two lanes as through lanes this project travel

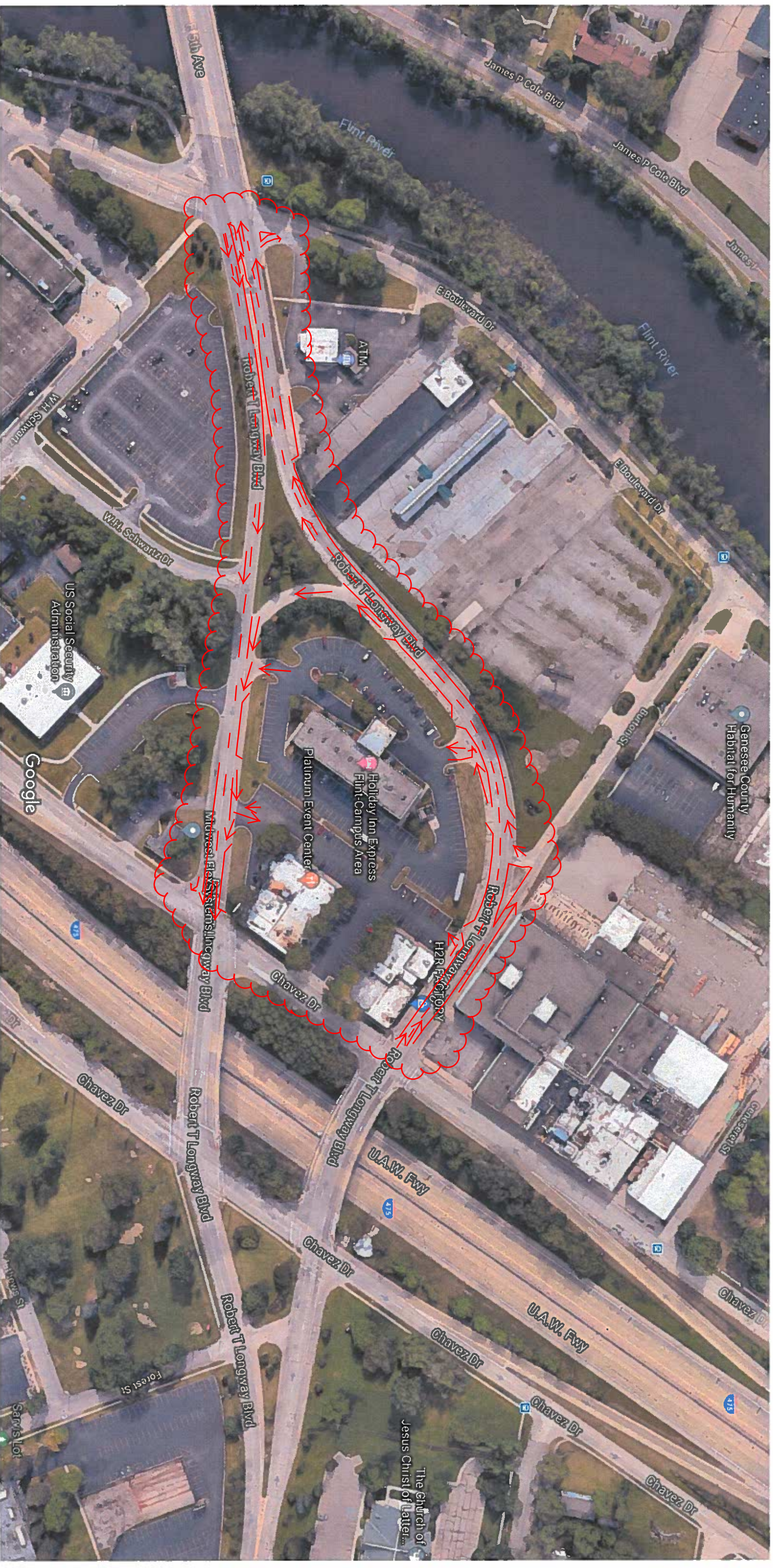
time and congestion should be eliminated. Also by creating designated right and left-hand

turn lanes, the traffic will flow easier and safer.

Performance Measures and Targets

Performance Area	Measure	Baseline Condition (CY 2017)	2-Year State Target	4-Year State Target
Bridge	Percent National Highway System (NHS) Deck Area in Good Condition	32.7%	27.2%	26.2%
	Percent NHS Deck Area in Poor Condition	9.8%	7.2%	7.0%
Pavement	Percent of Interstate Pavement in Good Condition	56.8%	N/A	47.8%
	Percent of Interstate Pavement in Poor Condition	5.2%	N/A	10.0%
	Percent of Non-Interstate NHS Percent in Good Condition	49.7%	46.7%	43.7%
	Percent of Non-Interstate NHS in Poor Condition	18.6%	21.6%	24.6%
System Reliability	Level of Travel Time Reliability of the Interstate	85.1%	75.0%	75.0%
	Level of Travel Time Reliability of the Non-Interstate NHS	85.8%	N/A	70.0%
	Freight Reliability Measure on the Interstate	1.38	1.75	1.75
Congestion Mitigation/Air Quality (CMAQ)	Annual Hours of Peak Hours Excessive Delay per Capita	18 hours, 30 minutes	N/A	22 hours
	Percent of Non-Single Occupancy Vehicle Travel	16.0%	14.4%	14.4%
	Mobile Source Emission Reduction for Carbon Monoxide	87,665.109	32,968.780	65,937.560
	Mobile Source Emission Reduction for Particulate Matter	653.357	417.410	834.820

Safety Performance Measure	Baseline Through 2016	2018 State Safety Target
Fatalities	963.0	1,003.2
Fatality Rate (per 100 million VMT)	1.00	1.02
Serious Injuries	5,273.4	5,136.4
Serious Injury Rate (per 100 million VMT)	5.47	5.23
Non-Motorized Fatalities & Serious Injuries	721.8	743.6



Robert T Longway Boulevard Preservation Project Chevez Drive to E. Boulevard Drive