

CITY OF FLINT, MICHIGAN
FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES



Sheldon A. Neeley, Mayor

CITY OF FLINT PROPOSAL NO. 20000574
ALTA/NSPS LAND TITLE SURVEY FOR PARCELS ASSOCIATED WITH
THE FUTURE GRAND TRAVERSE GREENWAY TRAIL

Date Posted: 04/18/20

CITY OF FLINT PROPOSAL NO.20000574
ALTA/NSPS LAND TITLE SURVEY FOR PARCELS ASSOCIATED WITH THE
FUTURE GRAND TRAVERSE GREENWAY TRAIL

On Tuesday, March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On Thursday, March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint as a result of the threat of COVID-19. On Sunday, March 15, 2020, effective March 17, 2020, Mayor Neeley, based on the COVID-19 public health threat, closed City Hall to the public. Residents were asked to take precautionary measures. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a State of Emergency.

Based on the White House guidelines issued on March 16, 2020, and continued on March 30, 2020, for an additional 30 days, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. On March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life, prohibiting "in-person" work with exceptions for essential and critical infrastructure workers.

FOR THE TIME BEING,
BIDS WILL ONLY BE ACCEPTED BY MAIL

Please note: All detailed bids received after 1:00 PM (EST) of the due date will not be considered. Bids must be in a sealed envelope clearly identifying the proposal title and number. Faxed bids are not accepted.

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CITY OF FLINT
FINANCE DEPARTMENT
DIVISION OF PURCHASES AND SUPPLIES
City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Sheldon Neeley
Mayor

REQUEST FOR PROPOSALS

OWNER/RETURN TO:

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

PROPOSAL NO: 20000574

SCOPE OF WORK:

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

**ALTA/NSPS Land Title Survey for Parcels Associated with the
Future Grand Traverse Greenway Trail**

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) original and two (2) printed copies of your detailed bid to the City of Flint, Finance Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **May 6, 2020 at 1:00 PM (EST)**. Please note: all detailed bids received after 1:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the proposal and number. Faxed bids 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.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>. Results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

Any questions regarding the proposal process may be directed to Joyce McClane in writing by no later than **4/27/20** to jmcclane@cityofflint.com.

Sincerely,

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 Request for Proposals (RFP) 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 RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, 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 RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
 - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Bids must be submitted to the Finance Department of Purchases 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 their proposal 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. Proposals 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: RFP Title, RFP Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor 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) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - 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 proposal will become the property of the City of Flint.
 - h) Proposals must be held firm for a minimum of 120 days.

- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the 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 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 proposals 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 proposals.
- 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 and/or group of items. 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 proposals must be firm for at least 120 days from the due date of the proposal. 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 RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP 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 future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) 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/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of

any court having jurisdiction to hear such matters. Contractor's/Vendor'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 their 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 that 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) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 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:** Contractors/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 by her/him/themselves or by others employed by her/him/them and working under their 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 her/his/their 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:** 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.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) 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 she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves 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:** Bidder 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 DOCUMENTS:** The invitation for proposal, instructions to proposal, 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, 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 Bidder 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.

INDEMNIFICATION: To the fullest extent permitted by law, Bidder 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 Bidder'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 Bidder 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.

These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

- 33) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an “independent contractor” as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 34) **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.
- 35) **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.
- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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.
- 40) **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.
- 41) **EVALUATION OF PROPOSAL:** In the City’s evaluation of 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 specified.

42) **PREVAILING WAGE:** All work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at:
<https://www.dol.gov/whd/govcontracts/dbra.htm>

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BACKGROUND AND SCOPE OF SERVICE

ALTA/NSPS Land Title Survey for Parcels Associated with the Future Grand Traverse Greenway Trail

1.0 PROJECT BACKGROUND:

The City of Flint (hereinafter “the City”) has an opportunity to acquire from CSX Transportation an abandoned rail corridor that runs from Kearsley Street to Hemphill Road for the purpose of creating a new non-motorized, multi-use rail trail. The portion for acquisition is roughly 3.4 miles long, broken up by several areas previously sold by CSX (the City is working on gaining access to these sites through easements, which would bring the length to approximately 4 miles). Attachment A includes maps of the parcels with their estimated acreage.

The City intends to acquire four old railway parcels in order to construct the non-motorized, multi-use trail as part of the Choice Neighborhoods Initiative project funded by the U.S. Housing and Urban Development (hereinafter “HUD”). The City of Flint Department of Planning and Development is managing the project in coordination with the City of Flint Street Maintenance Division. It is anticipated that the Grand Traverse Greenway Trail project will be financed using HUD funds and Michigan Department of Transportation grant dollars.

The overall objective of this project is to conduct a survey of the properties, and the plat, map or record of such survey, to be acceptable to title insurance companies and for the design engineering and construction phases for the future Grand Traverse Greenway to ensure that the properties may be subsequently redeveloped into a place for community activities and recreation, in compliance with relevant rules and regulations.

The selected Contractor is responsible for conducting on-site field work, preparing a plat or map showing the results of said field work, necessary research, and other survey responsibilities and specifications requested by The City, found in Table A – Optional Survey Responsibilities and Specifications, of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (hereinafter “Minimum Standard”), for all parcels in the scope of work.

2.0 SCOPE OF WORK:

The City of Flint is soliciting bids for an ALTA/NSPS Land Title Survey indicated above for the Grand Traverse Greenway Trail Project. The project consists of surveying four (4) parcels, whose parcel ID’s include **40-13-234-012 (on W. Kearsley Street)**, **40-13-276-014 (on W. Kearsley Street)**, **40-13-278-009 (on W. Kearsley Street)**, and **41-19-131-021 (on Hemphill Rd)** (see separate accompanying documents containing the most recent 40-year Title Search and Legal Descriptions for all four parcels and any known easements).

The proposed scope of work for each parcel includes:

Standards of Performance: In every instance the survey and survey plat(s) and/or map(s)/must be made in accordance with the requirements for an “ALTA/NSPS Land Title Survey”, and in compliance with the:

- A. 2016 Minimum Standard Detail Requirements for ALTA/ NSPS Land Title Surveys (see <https://www.nspis.us.com/page/ALTANSPPStandards>), jointly established and adapted by the American Land Title Association and the National Society of Professional Surveyors;
- B. Table A - Optional Survey Responsibilities and Specifications, items 1, 2, 3, 4, 5, 8, 11, 13, 14, 16, 19, 20, and 21 (Attachment B).
- C. And the following requirements as applicable:

1. Site grading involved must comply with Table A (Attachment B), item 5. Contours may not exceed 1-foot vertical intervals, except that 2-foot and 5-foot vertical intervals may be used where the mean site gradient exceeds 5 percent and 10 percent respectively. Where curbs and/or gutters exist, show top of curb and flow line elevations.
2. Location and orientation. Locating dimensions shall be to one, or more, readily recognizable point(s).
3. All boundaries including length and bearing.
4. All easements and right-of-ways. Provide title search, legal descriptions and required documentation to identify all easements affecting subject parcels.
5. All healthy trees or other valuable planting; size diameter of trees, location, and species (indicate trees eight (8) inches in diameter and greater at breast height). Indicate clusters of trees of smaller diameter and major shrubs groupings.
6. Any additional information as normally required by local municipality in order to obtain necessary site plan approvals.
7. Produce an itemized summary fixed price fee schedule for all survey services and applicable costs to complete service and work requested in this document.
8. Produce a proposed timeline in which work is expected to be completed.

3.0 FINAL REPORT:

For each ALTA/NSPS Land Title Survey, the surveyor shall furnish three (3) copies of the report, plats or maps of surveys to The City, all with similar formatting, and as otherwise negotiated within this document. All three (3) hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to The City. Digital copies of the plat or map, in addition to a narrative summary, must be provided in addition to hard copies in accordance with the terms of this document. The plat or map shall be produced in recordable form and recorded or filed in the appropriate office or with the appropriate agency.

4.0 SECTION 3 and MBE/WBE/SBE/DVBE INVITATION:

The City of Flint is seeking to encourage participation by respondents who are Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise, Disabled Veteran Business Enterprise (DVBE) and/or Section 3 business enterprise.

Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows:

10% of construction (demolition) subcontracts are to be awarded to agencies/businesses who are Section 3 certified, and 3% of non-construction subcontracts (ex – architectural, etc.) are to be awarded to agencies/businesses who are Section 3 certified.

These goals will be incorporated into any contract awarded as a result of this RFP and contractors will be required to complete and submit Section 3 Reporting forms included in Attachment D. Respondents to this RFP are also required to submit a written plan for achieving Section 3 goals. For additional information, please refer to Attachment D and the following links:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/sction3/section3
<https://portal.hud.gov/hudportal/documents/huddoc?id=11secfags.pdf>

5.0 EQUAL EMPLOYMENT OPPORTUNITY:

The City of Flint is an equal opportunity employer. Contractor will be required to comply with all applicable federal and state equal opportunity, affirmative action and minority representation laws.

6.0 PREVAILING WAGE:

All work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: portal.hud.gov/hudportal/documents/huddoc?id=DOC_12590.pdf. Information on current Davis-Bacon wages can be found here: <http://www.wdol.gov/dba.aspx>

The most current prevailing wage and fringe benefit rates apply to the time of the work performed. It is the responsibility of the contractor to identify the prevailing wage and fringe benefits for the applicable job classifications.

7.0 ELIGIBLE BIDDERS:

All surveyors proposed to work on this project by the bidder must be licensed through the Michigan Society of Professional Surveyors (MSPS) or the National Society of Professional Surveyors (NSPS).

Bidders must provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State. (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)

The bidder shall be financially stable and has the financial wherewithal to carry out the requirements of this solicitation. All respondents shall include two years of Company tax returns and a most recent audited financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist the City of Flint in determining the Respondent's financial condition. The City of Flint is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.

Bidders must confirm in their bids that the eligibility requirements are met and show proof of eligibility. Failure to provide this requested documentation will result in an incomplete proposal. Proposals deemed to be incomplete will not be considered.

8.0 INCOMPLETE PROPOSALS:

Proposals deemed to be incomplete according to the proposal requirements and requested certification will not be considered. The contractor will not be allowed an additional opportunity to supplement its submittal.

All bidders, prior to award of contract must be capable of completing the work as specified and are prepared with the necessary labor, materials, and equipment to execute work to the satisfaction of the City of Flint by December, 31, 2020. Work may be due to be completed prior to December 31, 2020, as specified by the City of Flint in the Notice to Proceed for the selected contractor.

9.0 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES:

Bidders may examine all plans and specifications. No deviation from specifications will be allowed without written consent from Kristin Stevenson, Planner II, at (810) 766-7426 ext. 2065 or kstevenson@cityofflint.com prior to award of contract. Failure to fully examine project sites and work requirements will not relieve bidder from performing work as specified in this bid invitation.

10.0 INSURANCE AND WORKER'S COMPENSATION:

The contractor shall notify all insurance agents and companies retained by the contractor that these insurance requirements shall be included in any agreement between the contractor and the City of Flint.

The Contractor shall furnish proof of worker's compensation insurance as well as evidence of general liability/property damage insurance.

Per CSX requirements, the Contractor shall furnish a certificate of insurance naming the Seller (CSX) and Buyer (City of Flint) as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Seller track or any Seller bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Seller as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Seller's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Seller a Construction Risk Fee, currently THREE THOUSAND DOLLARS (\$3,000), and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Seller.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.
- Professional Errors and Omissions (E&O) insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for professional errors and omissions.

11.0 NOTICE TO PROCEED:

No work on this project shall commence without prior written notice to proceed from the City of Flint Planning and Development staff.

Timelines/schedules will be specified in Notice to Proceeds.

12.0 SITE ACCESS AND COMMUNICATION WITH CSX FOR CONDUCTING SERVICES:

In order to ensure timely arrangements site access to conduct survey services, the Contractor must submit a request for site access to the City of Flint (which will, in turn, contact CSX) fourteen (14) days in advance of the date on which the Contractor wants to access the site.

Per CSX requirements:

- The City of Flint shall give CSX ten (10) days prior written notice of any entry onto the premises and provide CSX with a schedule and scope of work for each of the activities the Contractor proposes to undertake during such entry.

- The City of Flint shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such survey work; and fully cooperate with all reasonable requests of CSX in undertaking and carrying out such work.

13.0 INSPECTION:

The City of Flint shall inspect work periodically to insure that all specifications are adhered to. In no case shall the final payment (10% of total bid) be made until the Contractor has complied with all requirements set forth and the City has made final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily complete per plans, specifications, and ready for City acceptance.

The City of Flint reserves the right to reject substandard work and at any time during the project. Written notice shall serve as notification of rejection of work or plant material.

14.0 COMPLETION OF ALTA/NSPS LAND TITLE SURVEY SERVICES:

The ALTA/NSPS Land Title Survey must be satisfactorily completed within 50 days of the City's notice to proceed. The ALTA/NSPS Land Title Survey must be satisfactorily completed in all forms as requested in this document.

15.0 QUESTIONS:

Any questions regarding these specifications or the proposal process may be directed to Joyce McClane, CPPB Purchasing Manager, in writing by no later than April 27, 2020 to jmcclane@cityofflint.com.

16.0 BID SUBMITTAL REQUIREMENTS:

Submission Location: City of Flint
C/O Joyce McClane
Finance Department of Purchases and Supplies
1101 S. Saginaw Street, Room 203
Flint, MI 48502
Phone: (810) 766-7340

Proposals should be clearly labeled: "ALTA/NSPS Land Title Survey for Parcels Associated with the Future Grand Traverse Greenway Trail". Please submit original documents plus two copies.

17.0 HANDLING OF PROPOSALS:

The selection committee shall review and rate all the properly submitted proposals against the set of criteria in Appendix Attachment C. Any contract resulting from this RFP will not necessarily be awarded to the bidder with the lowest price. Instead, contract(s) shall be awarded to the vendor(s) whose proposal(s) is the most responsive, responsible, and offer the best service to the City of Flint in accordance with the criteria set forth in the RFP. The lowest price of bid that reflects employee compensation at full prevailing wage, Contractor's responsiveness to RFP requirements, and a history of similar project experience will be of importance.

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

Checklist:

- ☐ Cover Sheet
- ☐ Title Page and Table of Contents (with page numbers)
- ☐ Unit Rate Pricing Bid Form
- ☐ Summary Fee Schedule
- ☐ List of References
- ☐ City of Flint, Michigan Affidavit
- ☐ Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- ☐ Certification Form of Business Enterprise
- ☐ (optional) For Section 3 employers only: Include the Section 3 Clause provided in Attachment D and attach the completed Section 3 Developer/Subgrantee Employment Roster available at:
<https://www.cityofflint.com/planning-and-development/community-and-economic-development/>.
(Click on the link for program #4, "Section 3 Certification" to download a PDF containing the roster form.)
- ☐ Narrative Proposal
- ☐ Proposed Timeline to Complete Work
- ☐ All Supporting Documentation for Proof of Eligibility and Insurance/Worker's Compensation Insurance

COVER SHEET
ALTA/NSPS Land Title Survey for Parcels Associated with the
Future Grand Traverse Greenway Trail
BIDS DUE: 1:00 PM (EST) May 6, 2020

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this Request for Proposals (RFP) submittal to City of Flint is accurate and complete and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

____ Will be responding to this RFP.

____ Will not be responding to this RFP. (Please return only this form.)

Contact Information:

Bidder's (Company) Name: _____

Address: _____

City: _____ State: _____

Phone: _____ Fax: _____

Email Address: _____

Federal Identification Number: _____

License Number: _____

Signature Information:

Representative Name (printed): _____

Title: _____

Signature: _____

Date: _____

UNIT RATE PRICING BID FORM

Company Name: _____

Company Address: _____

Office Location Where Work Will Be Performed: _____

STATEMENT OF EXPERIENCE

Years of Company Experience: _____

Years of Individual Experience: _____

Licenses, Certificates, Accreditations held by firm and/or employees (Provide documentation):

The qualification of assigned project staff and subcontracts, including:

- Relevant professional and educational experience

- Identification of specific staff individuals with experience managing ALTA/NSPS Land Title Survey projects:

Provide three (3) examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP.

DEMONSTRATION OF CAPACITY

Number of employees: _____

List of relevant equipment (can attach list if needed):

Does the Contractor have any EPA, HUD, EGLE/MDEQ, MIOSHA, ALTA, MSPS, or NSPS active investigations? If yes, please give dates and describe incident.

Has the Contractor been the recipient any EPA, HUD, EGLE/MDEQ, MIOSHA, ALTA, MSPS, or NSPS violations or fines in the past three (3) years? If yes, please give dates and describe incident.

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have ready the Scope of Work included in this bid.

Representative Name (printed): _____

Title: _____

Signature: _____ Date: _____

SUB-CONTRACTOR

Will you be using a sub-contractor?

☐ Yes

☐ No

If yes:

Subcontractor DBA: _____

Type of work sub-contractor will perform: _____

Sub-contractor Authorized Representative: _____

Sub-Contractor Years of Experience: _____

Sub-Contractors License or Certification: _____

Sub-Contractor's Number of employees: _____

List of relevant equipment (can attach list if needed):

Does the Contractor or Sub-contractor have any EPA, HUD, EGLE/MDEQ, MIOSHA, ALTA, MSPS, or NSPS active investigations? If yes, please give dates and describe incident.

Has the Contractor or Sub-Contractor been the recipient any EPA, HUD, EGLE/MDEQ, MIOSHA, ALTA, MSPS, or NSPS violations or fines in the past three (3) years? If yes, please give dates and describe incident.

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have ready the Scope of Work included in this bid.

Representative Name (printed): _____

Title: _____

Signature: _____ Date: _____

SUMMARY FIXED PRICE FEE SCHEDULE

Bidders must provide a not-to-exceed itemized fixed price fee schedule using this form. Contractor's price should summarize all work and services to be performed or provided as specified in this proposal, with unit rates, including any mileage, travel time, permits, printing, wages/benefits, additional tools, materials, certifications necessary for this project, and all related costs. Fees/prices should reflect prevailing wage as outlined in the Instructions to Vendors. Please provide itemized specific costs for each service with your bid submission.

SUMMARY FIXED PRICE FEE SCHEDULE	
Fee Category/Description	Fee/Price

LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS

Providing the following contact information enables the City of Flint to contact those accounts as references.

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

CITY OF FLINT, MICHIGAN AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves 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____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that she/he/they
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 they 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 they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that they are a member of the firm of _____, a co-partnership, making the above bid; that they are duly authorized to make said bid on behalf of said co-partnership; 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 they have and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that they executed the within and foregoing bid in behalf of _____, the bidder therein named, they 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 they have not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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 of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

BID#: _____

The prospective participant certifies, to the best of its knowledge and belief, that it, its principals, and that of their subcontractor and/ or sub-subcontractors and their principals:

- 1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions;
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
 - i. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - ii. Violation of federal or state antitrust laws, or
 - iii. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- 4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Certification Form of Business Enterprise

BID#: _____

Company Name: _____

Please see Appendix Attachment E for definitions of business enterprise status categories.

BUSINESS ENTERPRISE STATUS

Check all that apply and provide proof of certification for all checked:

- ☐ Disabled Veteran Business Enterprise (DVBE)
- ☐ Local Business Enterprise (LBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Section 3 Business Enterprise (S3BE)
- ☐ Small Business Enterprise (SBE)
- ☐ Women Business Enterprise (WBE)
- ☐ Other Business Enterprise (OBE)

ETHNICITY OF OWNER(S)

Check all that apply:

- | | | |
|---|---|---|
| <input type="checkbox"/> Asian | <input type="checkbox"/> Black/African-American | <input type="checkbox"/> Caucasian/White |
| <input type="checkbox"/> Hispanic/Latinx | <input type="checkbox"/> Native American | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Prefer Not to Answer | <input type="checkbox"/> Another ethnicity: _____ | |

I undersigned, certify the above information to be accurate and is satisfied that the above company meets the requirements for self-certification as an MBE, WBE, SBE, LBE, DVBE, and/or OBE.

Signed this _____ day of _____, _____.

Contractor Name (please print)

Contractor Signature

NARRATIVE PROPOSAL REQUIREMENTS:

In order to be considered, bids must contain the following information. Incomplete bids will not be considered. Proposals must specifically include the following items:

- 1) **Company Name/Contact Information:** Firm's address, contact information including phone number, e-mail address, and the name of supervisor responsible for overseeing work.
- 2) **Company History:** History of firm and number of years providing ALTA/NSPS Land Title Survey services. Please describe organization, size, structure, and areas of practice. Include the legal name and address of the main office and branch locations. Include number of employees, years in business, and designation of legal entity. Include relevant qualifications of employees. Identify the technical details which make the firm uniquely qualified for this project.
- 3) **Qualifications & Experience:** Summary of experience on similar projects. Qualification of assigned staff and subcontracts, including relevant professional and educational experience and identification of specific staff individuals with experience managing ALTA/NSPS Land Title Survey projects. Include licenses, certificates, accreditations held by firm and/or employees (provide documentation). Identify the individuals you consider key to the success of this project. Provide resumes (2-page maximum) for each key project personnel.
- 4) **Similar Projects:** Describe three (3) examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP. Showcase projects must have been designed and completed within the last 8 years by someone still on staff. Federally-funded showcase projects are preferred. The similar showcase projects should also indicate the ability to have the ALTA/NSPS Land Title Survey estimate be within 10% of the winning contractor's bid. Please show both the ALTA/NSPS Land Title Survey estimate and the contractor's winning bid. Indicate proven ability in coordinating and managing detailed projects.
- 5) **Proposed Work Plan:** Provide a detailed work plan, which lists all tasks determined to be necessary to accomplish this ALTA/NSPS Land Title Survey project. The work plan should be sufficiently detailed and clear to identify the progress milestones and timeline, including the sequence and duration of tasks showing how the work will be organized and executed, and deliverables submitted. The proposed work plan should reflect the Bidder's understanding of the scope of work, readiness to proceed and availability to complete work assigned.
- 6) **Anticipated Challenges:** What are the biggest challenges of this ALTA/NSPS Land Title Survey's project for your firm? How will your firm meet the challenges?
- 7) **Costs:** Itemization of costs for each portion of the project. Contractor's price should summarize all work and services to be performed or provided as specified in this proposal, with unit rates, including any mileage, travel time, permits, printing, wages/benefits, additional tools, materials, certifications necessary for this project, and all related costs. Please provide specific costs for each service with your bid submission.
- 8) **Timeline:** Detailed timeline of service that describes the timespan each portion of the project will take.
- 9) **Proof of Insurance:** Proof of insurance of at least five (5) million dollars and worker's compensation, and any other requirements identified in the RFP.
- 10) **Plan for Achieving Section 3 Goals:** (if applicable)
- 11) **Additional Information:** Summarize any additional pertinent information regarding your firm that the City of Flint should consider in making its decision.

PROPOSED TIMELINE TO COMPELTE WORK

Bidders must provide a proposed timeline in which they confidently expect to complete any and all work and services requested within this document. The proposed timeline must follow the format depicted below. Please list out each activity, service, or item of work expected to be completed in this project in the column on the left (see below), and list the number of days said activity, service, or item of work is expected to span across.

PROPOSED TIMELINE TO COMPELTE WORK	
Activity/Work/Service	Days
Start Day: Day 1 (Beginning of business the day after Notice to Proceed given to Contractor by The City)	
EXAMPLE: Description of activity/service/work	EXAMPLE: Days 1-7
End Day: Day 50 (If expected to complete work prior to day 50, specify day number here: <u>Day _____</u>)	

APPENDIX

Attachment A: Maps of CSX Parcels

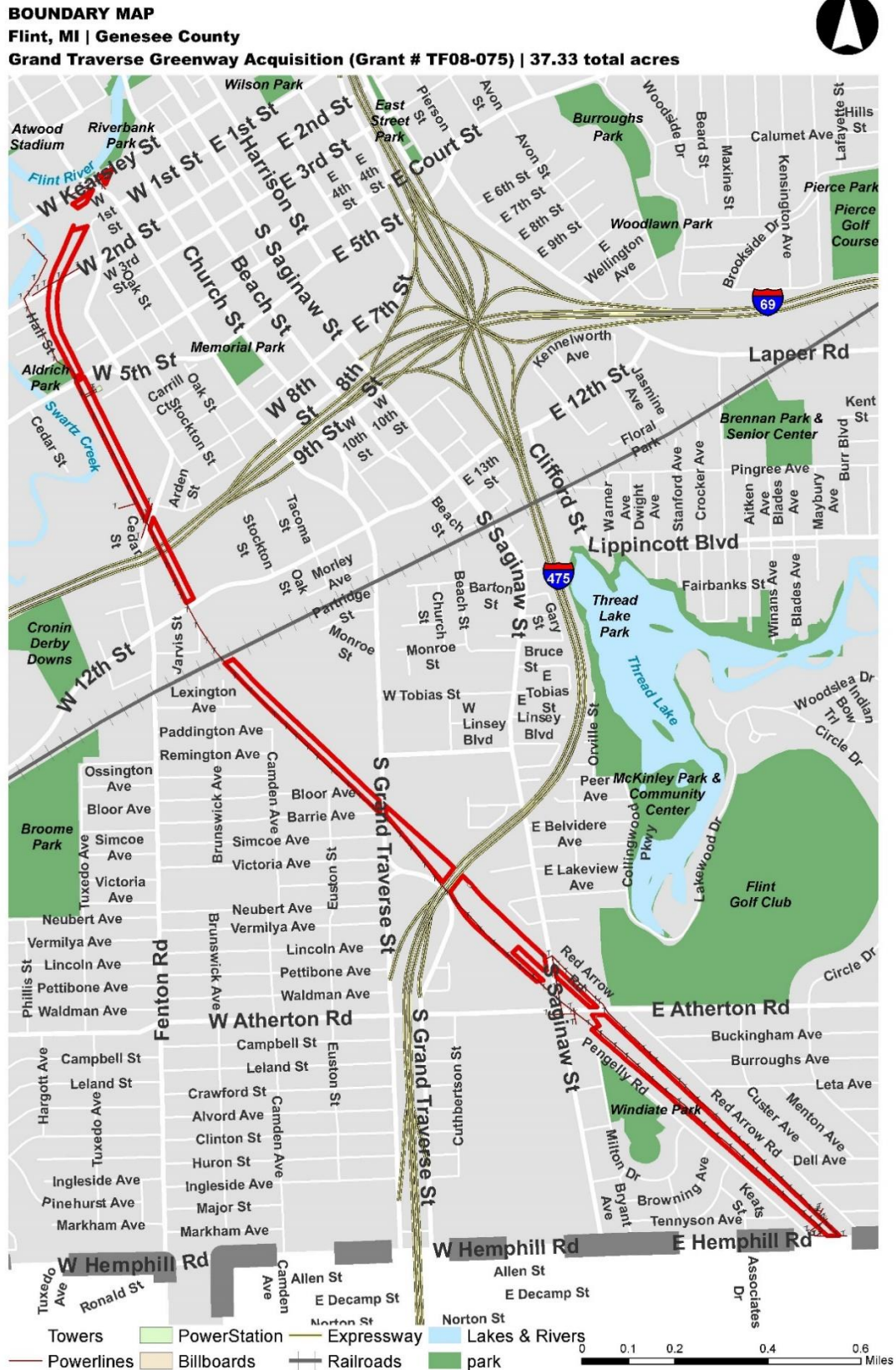
Attachment B: Table A; Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys

Attachment C: Bid Evaluation Form

Attachment D: Section 3 Clause and City of Flint Section 3 Business Certification Program Information

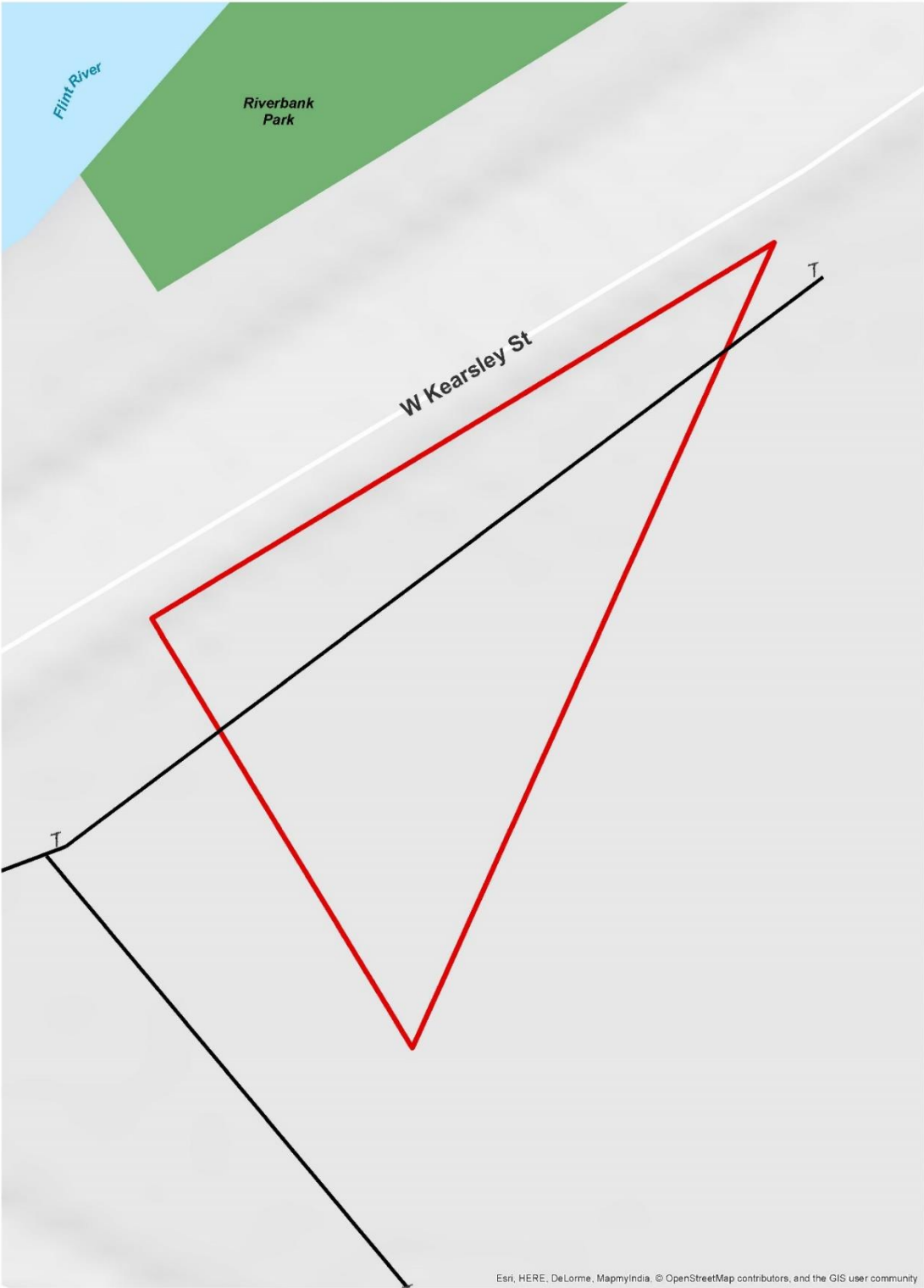
Attachment E: Explanation of Business Enterprise Status

Overall map outlining all four parcels with estimated acreage:

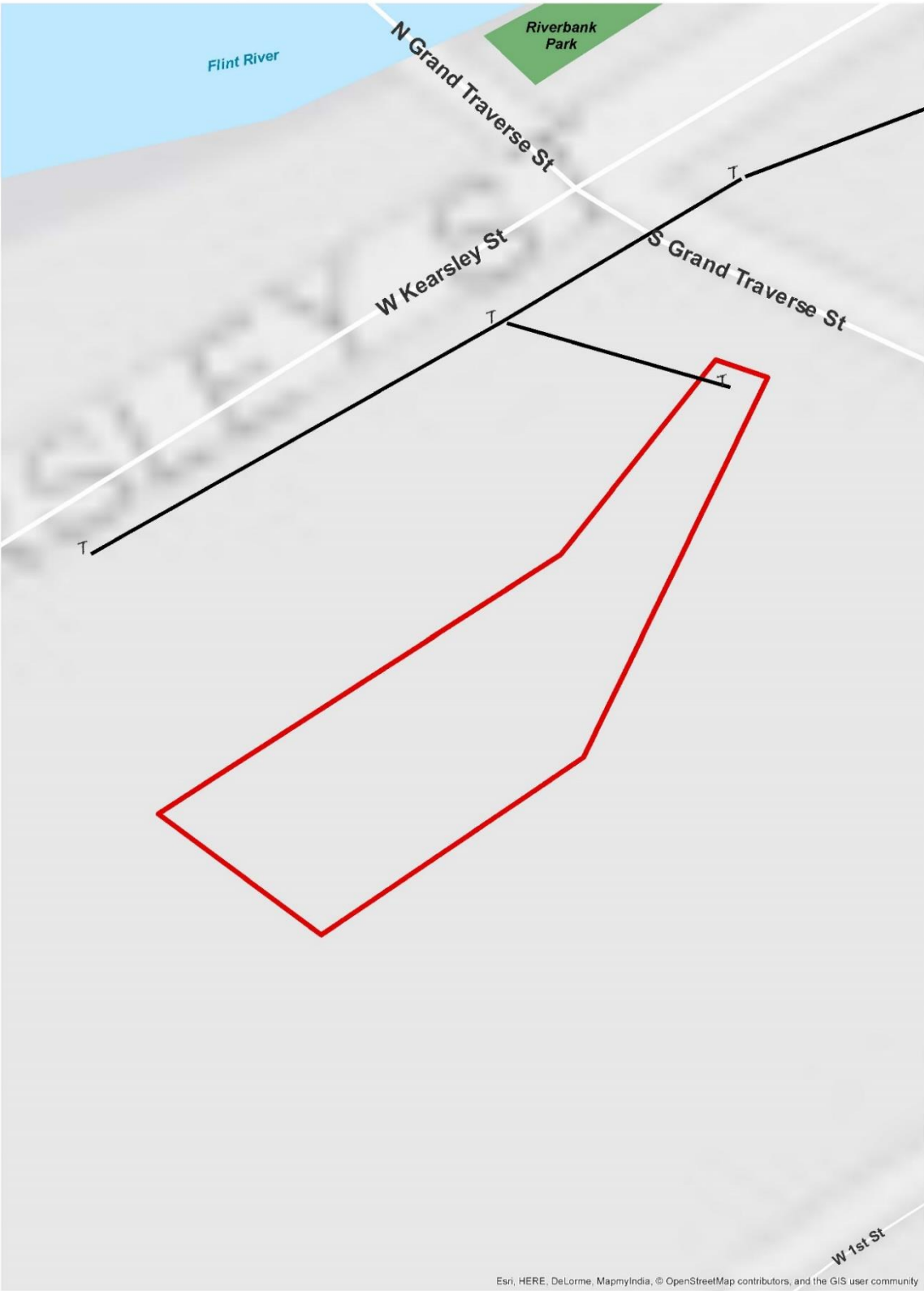


Individual parcel maps with parcels, in order from north to south:

BOUNDARY MAP
PID: 40-13-234-012 (0.170 Acres) | Flint, MI | Genesee County
Grand Traverse Greenway Acquisition (Grant # TF08-075)



BOUNDARY MAP
PID: 40-13-276-014 (0.344 Acres) | Flint, MI | Genesee County
Grand Traverse Greenway Acquisition (Grant # TF08-075)



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



Billboard point



Towers

Railroads

Lakes & Rivers

park



Powerlines

PowerStation



greenway_percls





BOUNDARY MAP

PID: 41-19-131-021 (26.261 Acres) | Flint, MI | Genesee County

Grand Traverse Greenway Acquisition (Grant # TF08-075)



PowerStation point

Towers
Billboard point
Powerlines
PowerStation
greenway_parcel

Railroads
Lakes & Rivers
park

0 0.1 0.2 0.4 0.6 Miles

American Land Title Association® (ALTA®)
National Society of Professional Surveyors (NSPS)

Minimum Standard Detail Requirements
For ALTA/NSPS Land Title Surveys

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The twenty (20) items of Table A may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client shall be identified as 21(a), 21(b), etc. and explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 21.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☒ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. ☒ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. ☒ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ☒ Gross land area (and other areas if specified by the client).
5. ☒ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark identified.
6. ☐ (a) If set forth in a zoning report or letter provided to the surveyor by the client, list the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements. Identify the date and source of the report or letter.

☐ (b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. Identify the date and source of the report or letter.
7. ☐ (a) Exterior dimensions of all buildings at ground level.

 ☐ (b) Square footage of:
 ☐ (1) exterior footprint of all buildings at ground level.
 ☐ (2) other areas as specified by the client.

 ☐ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.

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American Land Title Association and
National Society of Professional Surveyors



-
8. ☒ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. ☐ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. ☐ (a) As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties (client to obtain necessary permissions).
- ☐ (b) As designated by the client, a determination of whether certain walls are plumb (client to obtain necessary permissions).
11. ☒ Location of utilities existing on or serving the surveyed property as determined by:
- observed evidence collected pursuant to Section 5.E.iv.
 - evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information), and
 - markings requested by the surveyor pursuant to an 811 utility locate or similar request
- Representative examples of such utilities include, but are not limited to:
- Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
 - Utility company installations on the surveyed property.
- Note to the client, insurer, and lender - With regard to Table A, item 11, source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
12. ☐ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands).

-
13. ☒ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. ☒ As specified by the client, distance to the nearest intersecting street.
15. ☐ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16. ☒ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. ☐ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. ☐ If there has been a field delineation of wetlands conducted by a qualified specialist hired by the client, the surveyor shall locate any delineation markers observed in the process of conducting the fieldwork and show them on the face of the plat or map. If no markers were observed, the surveyor shall so state.
19. ☒ Include any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items) (client to obtain necessary permissions).
20. ☒ Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$ 1,000,000 to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
21. ☒ Produce an additional plat/map that represents all four (4) parcels' surveys in one single map/plat.

Adopted by the Board of Governors, American Land Title Association, on October 8, 2015.
American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 9, 2015.
National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsps.us.com/>

BID EVALUATION FORM**RFP Respondent Name:** _____ **Total Points:** _____**Location:** _____ **Total Price:** _____ **End Date:** _____**Evaluator(s):** _____***Pre-qualification: Proof of Eligibility and Insurance/Worker's Compensation Insurance***

All eligibility and insurance/worker's compensation insurance requirements met.	Proposal will be reviewed further.
Some eligibility and insurance/worker's compensation insurance requirements were not met.	Proposal will not be reviewed further.

Evaluation Criteria:

The Selection Committee comprised of City of Flint staff will review qualifications in accordance with the evaluation criteria set forth herein and Greenway Trail ALTA/NSPS Land Title Survey Services project objectives and policies. In evaluating responses to the RFP, the City of Flint will take into consideration the consultant experience/qualifications, pricing, location, and scheduling that are being proposed by the Respondent. The point system is to evaluate the experience and capacity of the Respondent.

Qualification/Experience Evaluation Categories:**1. Experience/history in ALTA/NSPS Land Title Survey services**

Five (5) to ten (10) years of experience doing this type of work	10 points
Three (3) to four (4) years of experience doing this type of work	5 points

2. Professional Qualifications

Relevant and current professional qualifications, especially for staff directly working on this project	15 points maximum
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3. Similar Projects

Has recently conducted and completed similar projects successfully	10 points maximum
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4. References

References confirm high quality experiences with bidder	5 points maximum
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5. Ability to Meet Service Goals Within Timelines

Bidder's demonstration of understanding the scope of work, readiness to proceed and availability to complete work assigned within timeframes required, including considering work plan and anticipated challenges, and demonstration of financial stability.	25 points maximum
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6. Contractor/business located with the City of Flint

Located within City of Flint limits	10 points
Located in Genesee County	8 points

7. Certified Section 3 Employer

Is Section 3 Certified	10 points
Not Section 3 Certified; will become certified if selected	5 points

8. Certified as DVBE, MBE, S3BE, SBE, and/or WBE

Is certified in one or more categories	5 points
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9. Other Pertinent Information

Bidder provides other pertinent information demonstrating their interest and ability to work on this project. Clarity and completeness of proposal and documentation.	5 points maximum
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Sub-Total for Qualification/Experience Evaluation Categories: _____/100 points

Cost Evaluation:

1. Not-to-Exceed Bid Price:

(Note: All related costs are to be included in the not-to-exceed cost.)

Lowest bid amount.	100 points
Next lowest bid.	90 points
Each additional lowest bid amount will be reduced by 10 more points.	

TOTAL SCORE (Qualification/Experience Evaluation Categories + Cost Evaluation): _____/200 points

Additional Notes:

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of Flint Section 3 Business Certification Program Information

Bidders, to become Section 3 Certified, the guidance and contact information is provided below.

City of Flint Section 3 Business Certification Program

Contact City of Flint's Department of Community and Economic Development at (810) 766-7436 for information regarding the Section 3 Business Certification Program. To apply, complete and submit the form "City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity" available on the City of Flint website at:

<https://www.cityofflint.com/planning-and-development/community-and-economic-development/>

The online PDF containing the "City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity" form, also includes additional information and forms of interest:

- Mott Community College Workforce & Economic Development's information for residents interested in applying to be Section 3 workers and the accompanying Application for Resident Seeking Section 3 Certification form
- Section 3 Developer/Subgrantee Employment Roster form
- Section 3 General Contractor/Subcontractor Timesheet Summary form

Submission of Low-Income Employee Information

Bidders are required to submit the following information with their RFP regarding their low-income employees:

- a. List of low-income employees
- b. Starting/ending dates of employment
- c. Position(s)

To submit this information, please use the Section 3 Developer/Subgrantee Employment Roster form provided at the website listed above.

Samples of type of eligible Section 3 positions are as follows:

- Construction: cement/masonry, demolition, electrical, engineering, fencing, heating, machine operation, painting, and surveying;
- Administrative Management: accounting, payroll, research, bookkeeping, purchasing, and word processing;
- Services: marketing, janitorial, photography, catering, landscaping, printing, computer/information, manufacturing, and transportation.

Explanation of Business Enterprise Status

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group.

A Women Business Enterprise (WBE) is a business entity at least 51% owned by one or more women who are citizens or lawful permanent residents of the United States.

An Other Business Enterprise (OBE) is any business which does not otherwise qualify as a Minority or Women Business Enterprise.

A Section 3 Business Enterprise (S3BE) is a business which is Section 3 certified and provides evidence that it meets at least one of U.S. Housing and Urban Development's (HUD's) three criteria:

- a) 51% or more owned by Section 3 residents; or
- b) At least 30% of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

A Small Business Enterprise (SBE) is an independently owned and operated business; with 50 or fewer employees and net profits of 100,000 or less.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Genesee County.

A Disabled Veteran Business Enterprise (DVBE) is a business concern certified by the administering agency as meeting all of the following:

- 1) a veteran of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California;
- 2) one or more disabled veterans own 51% percent of the firm;
- 3) the management and control of the daily business operations are by one or more disabled veterans; and
- 4) it is a sole proprietorship corporation or partnership with its home office located in the United States and is not a subsidiary of a foreign firm.