

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



Sheldon A. Neeley, Mayor

PROJECT MANUAL FOR
CITY OF FLINT PROPOSAL NO.20000580
MCKINLEY PARK IMPROVEMENTS PROJECT

CITY OF FLINT PROPOSAL NO.20000580 DESIGN/CONSTRUCTION SERVICES FOR MCKINLEY PARK IMPROVEMENTS PROJECT

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.

Governor Gretchen Whitmer extended the stay at home order until May 28, 2020.

Purchasing will receive bids by mail or email.

Please note: All detailed bids received after 1:00 PM (EST) of the due date will not be considered. Bids mailed must be in a sealed envelope clearly identifying the proposal title and number. Electronic bids can be emailed at purchasingbids@cityofflint.com.

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CITY OF FLINT

DEPARTMENT OF PURCHASES AND SUPPLIES

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



Sheldon A. Neeley
Mayor

INVITATION TO BID

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: 20-580

SCOPE OF WORK:

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

MCKINLEY PARK IMPROVEMENTS PROJECT

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) original and one (1) printed copies of your detailed proposal to the City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **May 15, 2020 at 1:00 PM (EST)**. Please note: all detailed proposals received after **1:00 PM (EST)** will not be considered. Electronic bids will be accepted at this time. Please send electronic bids to purchasingbids@cityofflint.com.

The City of Flint may hold proposals for a period of 120 days from opening, for the purpose of reviewing the results and investigating the qualifications of proposal prior to making an award. The City of Flint reserves the right to waive any irregularities and accept or reject any or all bids submitted. Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price

advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3 ½), the County vendor may have a competitive advantage.

The City reserves the right to waive any irregularities and accept or reject any or all proposals submitted. The City is an Equal Opportunity Employer.

The successful bidder must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91. 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.

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.

Any questions regarding the submission process may be directed to Joyce McClane in writing by no later than **12:00 PM, May 11, 2020** to jmcclane@cityofflint.com.

Sincerely,



Joyce A. McClane, CPPB Purchasing Manager
Finance Department – Division of Purchases and Supplies

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Contractors are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a contractor finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Contractor is requested to notify the Purchasing Department contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Contractors. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Department before any Pre-Bid Question Deadline as specified as 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 Proposal, 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 Contractor must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Proposals must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street – Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. It is each contractor's responsibility to insure that its' proposal is submitted by the deadline. This responsibility rests entirely with the Contractor, 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) Proposals 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 Contractor's name.
 - d) Submission of a proposal establishes a conclusive presumption that the Contractor 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. This RFP authorizes an electronic submission in conjunction with the physicals copies requested.
 - g) All costs incurred in the preparation and presentation of the proposal are the Contractor'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:** Contractor shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. 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 proposal, the City of Flint will assume complete conformance with this specification and the successful Contractor will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) proposal from any Contractor 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 proposal will be considered, or at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals 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 Proposal 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 Contractor 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) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Contractor. Each signature represents binding commitment upon the Contractor to provide the goods and/or services offered to the City of Flint if the Contractor 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 proposal to the lowest responsive, responsible Contractor. The Contractor to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Contractor at the address designated in the proposal if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor 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 Contractor 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:** Contractors who receive this RFP but who do not submit a proposal should return this RFP package stating "No Proposal" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Contractor's name from all future lists.

- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor 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.
- 14) **PROPOSAL HOLD:** The City of Flint may hold proposals for a period of one hundred twenty - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of contractors 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.
- 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:** Contractor 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 Contractor 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 Contractors/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 proposer 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 proposer by him/her or by others 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 proposer maintaining his/her 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. Proposer, 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 proposer 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 proposer.
- 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 proposer'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 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 other 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 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.
- 43) **PREVAILING WAGE:** All work for this project 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>

Proposal No. 20-580 – McKinley Park Improvements

Request for Proposals

Background:

The City of Flint is requesting qualified and established professional entities, licensed by the State of Michigan and known to be experienced and typically engaged in the areas of providing design, engineering and construction administration services for the McKinley Park Improvements Project. Potential bidders must be able to provide a list of similar projects completed by their firm, including their experience with park recreation development and improvement projects. The project, funded through the Michigan Natural Resources Trust Fund and local matching support, includes substantial improvements to renovate and revitalize Flint's McKinley Park by increasing community access and recreational opportunities. The project will include overlook construction, fishing deck/kayak launch construction, an accessible path and interpretive signage. An optional addition to this scope of work is repair of the existing pavilion.

Project Location & Overview:

McKinley Park is a 36-acre park located on the southwestern shore of Thread Lake in the City of Flint. The Park is one of two community parks located on Thread Lake and provides a balanced opportunity for active and passive recreation in addition to the waterfront. Although McKinley Park is rated among the 44% of Flint parks in "fair to good" condition, it currently lacks appropriate access and amenities, which limits use by the community. All that said however, improvements that have been made since 2014 through the work of Genesee County Parks staff has brought the park up from its previous "poor condition". This has led to an increased demand for capital improvements in order to bolster the surrounding quality of life standards for Flint residents and promote long-term usage of the park.

The City of Flint contains 70 parks and community recreation areas, totaling over 1,800 acres of public open space. Faced with unprecedented population loss over the past two decades, the City's Parks and Recreation operations became a function of the Department of Planning and Development. Parks staff is currently the equivalent of only half of a full-time position, and park improvements, upgrades and general maintenance are funded by a shrinking Parks Millage, most of which is used for basic maintenance, namely mowing, and utilities. In the fall of 2013, the City adopted its first official master plan since 1960 that includes a substantial focus on creative efforts to improve City park land. From this, a partnership agreement was executed in the spring of 2014 between the City of Flint and the Genesee County Parks Commission, creating a collaborative approach that focuses on 4 city-owned parks. McKinley Park is one of the four under this agreement, resulting in the City's Planning and Development Department working closely with the County Parks Commission on any and all efforts to improve this space.

Proposal No. 20-580 – McKinley Park Improvements

Project Description:

The successfully awarded Prime Professional shall provide grant administration assistance, design, engineering, and construction administration services for the McKinley Park Improvements Project. Any and all improvements constructed through this project must address the following:

- Universal Access Design (UAD) Features
- Environmentally Friendly Materials
- Appropriate Public Access

The work will include:

- Waterfront improvements that include a new, accessible fishing pier/kayak launch to replace the old one
- Construction of an overlook/deck at the community center
- The construction of a 6' UAD compliant pathway extension, providing access to the parking lot, the fishing pier/kayak launch that would extend up the hill, and the overlook/deck
- Installation of interpretive way-finding signage for park visitors along the Thread Lake shoreline following Crime Prevention Through Environmental Design (CPTED) standards

The following is an optional addition to the scope of work:

- Repair of the existing pavilion

Proposal Requirements

One (1) original and one (1) printed hard copies of the proposal should be submitted to the address and attention provided. Minimum font size shall be 12 point, singled sided, and submitted in a sealed envelope.

SEALED PROPOSAL ENVELOPES ARE TO INCLUDE THE RFP TITLE, TIME & DATE DUE FOR THE RFP.

If your firm is interested in providing the requested services, your sealed response is due by **1:00 PM (EST) on May 15, 2020**. All detailed proposals received after **1:00 PM (EST)** will not be considered. Electronic copies can be sent to purchasingbids@cityofflint.com. The process may require further questions after the submission of your proposal, so please provide proper contact information.

Proposal Submission Format:

The following submittal format must be adhered to for your proposal to be considered complete: One (1) original and one (1) printed hard copy of the proposal will each include the following:

- a) Title Page - should include the RFP title, contractor name, contact person, and contact information
- b) Detailed Proposal
 1. Organization, Size, Structure, and Area of Practice
 - i. Describe your firm. 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.
 2. Experience
 - i. Summary of experience in providing a similar capital needs assessment: Provide three (3) clients with needs similar to the McKinley Park Improvements Plan, describe your firm's specific experiences providing services to each of those clients. Provide contact information to enable the City of Flint to contract those accounts as references.
 - ii. Identify the specific individuals who will be assigned to this engagement, their representative roles, and the office location.
 - iii. Summary of recent and relevant contractual services provided (within the past 5 years).
 3. Proposed service methodology
 - i. Please summarize how services are accessed and provided. This includes methods of correspondence, accessibility, and supervision.
 4. Itemization of cost / cost proposal
 - i. Summary of Bid Total and itemized costs (Cover Sheet)
 5. Summarize any additional information regarding your firm that the City of Flint should consider in making its decision.
 - i. Name of contact including position, phone, and email.
 - ii. Nature of services provided.
 - iii. Confirmation that this reference is aware that they may be contacted and will be able speak to their satisfaction and overall experience in working with you firm.

Scope of Services

Submitted proposals should include a minimum of the following in their scope:

- As relates to Design and Budgeting:
 - A detailed, time-task project budget that includes but is not limited to: permitting fees; MDNR required signage costs; a breakdown of construction observation services; preparation of construction documents; and any survey work required.
 - Examples of conceptual designs done for similar projects
- As relates to Construction Drawings and Bid Specs/Tab:
 - Examples of construction drawings done for similar projects
- As relates to Construction Management, a detailed project timeline that includes but is not limited to:

- Anticipated dates of completion for project benchmarks and project delivery,
 - Details of a mandatory pre-bid meeting to occur on-site;
 - A stakeholder engagement plan, listing the responsibilities and plan of action envisioned by the Prime Professional that must include information on: 1) Project meetings with both the City and County Parks staff to discuss progress, and 2) Written progress updates for the local project stakeholder group.
- History/Experience: A brief history of the firm, including when organized, size, and experience with similar projects over the past 10 years. For each project include a summary of the project, total project cost, owner's name and a reference with title and contact information.
 - Project Personnel: Bidders shall identify their key staff person(s) proposed to perform the scope of services requested. Include as a minimum the principal-in charge and project manager. A description of education, training, and relevant experience shall be presented for each team member. If subcontractors or a joint venture arrangement are proposed, their respective experiences shall also be included.

Please reference attachments:

- (A) Evaluation Form
- (B) Site Development Plan and Project Boundary
- (C) Existing Site Conditions

Selection Criteria

The selection committee shall review and rate all properly submitted proposals against the set of criteria found in Attachment B. In addition, the top 2-3 ranked firms may be invited for an interview prior to final selection.

Qualifications:

The selected Prime Professional must demonstrate successful experience with community park improvement projects, including past experience with MDNR funded projects.

The selected firm/individual, will be responsible for sealed plans and specifications while acting as the MDNR project *Prime Professional*, or *Professional of Record*. As such, the successful bidder *must be* a State of Michigan registered professional Architect, Engineer, or Landscape Architect. No other professions may act in this role.

Work effort shall include Grant Administration and assistance, Design of Plan and Specifications, Bidding approval per MDNR standards outlined in *Development Project Procedures Booklet IC1912* which can be found at the following:

https://www.michigan.gov/documents/dnr/IC1912_DevelopmentProjectProcedure_2018_609806_7.pdf

Proposal No. 20-580 – McKinley Park Improvements

Project Timeline:

The submitted proposal should assume a timeline that accommodates for completion of drawings and bid documents by **Friday, May 29th, 2020** and completion of construction by **January 1st, 2021**.

Receipt and Handling of Proposals

Sealed submissions will be opened at **1:00 PM (EST) on May 15, 2020** in the McKenzie Conference Room, 1101 S. Saginaw St. (2nd Floor), Flint, MI, 48502.

Insurance

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.

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.

The City of Flint is an Equal Opportunity Employer

Equal Employment Opportunity

Contractor will be required to comply with all applicable federal and state equal opportunity, affirmative action and minority representation laws. Minority and women owned business enterprises are encouraged to apply.

Notice of Incomplete Proposal

Proposals deemed to be incomplete according to the Proposal Submission Format and/or Scope of Services sections will not be considered. The contractor will not be allowed an additional opportunity to supplement its submittal.

COVER SHEET
DESIGN/CONSTRUCTION SERVICES FOR MCKINLEY PARK IMPROVEMENTS PROJECT
BIDS DUE: May 15, 2020 at 1:00 PM

Contact Information:

Bidder's (Company) Name: _____

Address: _____

City: _____ State: _____

Phone: _____ Fax: _____

Email Address: _____

Signature Information:

Representative: _____

Title: _____

Signature: _____

Date: _____

Please provide specific itemized costs for each service/item requested in a detailed budget with your bid submission. Contractor's price should summarize all work and services to be performed or provided as specified in this proposal, and any additional tools, materials, or certifications necessary to complete the work.

BID SUMMARY

Description of Services/Items	Not-to-Be-Exceeded Subtotals
Designing and Budgeting	\$
Construction Drawings & Bid Specs/Tab	\$
Construction Management	\$
Total Not-to-Be-Exceeded Price*	

*Note: This amount should not include the optional repair to the pavilion. If choosing to add that to the scope of work, please show it as a separate amount in your detailed budget.

Proposal No. 20-580 – McKinley Park Improvements

Certification, Licensing, Debarment, Suspension and Other Responsibilities: Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

Contractor must sign:

Authorize Signature

CITY OF FLINT, MICHIGAN AFFIDAVIT

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 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____

Proposal No. 20-580 – McKinley Park Improvements

FOR CORPORATION

STATE OF _____ S.S.
COUNTY OF _____

_____ 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 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____

Proposal No. 20-580 – McKinley Park Improvements

FOR PARTNERSHIP

STATE OF _____ S.S.
COUNTY OF _____

_____ 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 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 he has 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_____

Proposal No. 20-580 – McKinley Park Improvements

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____

Proposal No. 20-580 – McKinley Park Improvements

APPENDIX

Attachment A: Evaluation Form

Attachment B: Site Development Plan and Project Boundary

Attachment C: Existing Site Conditions

Appendix Attachment A: Evaluation Form

1. Pricing proposal

Lowest bid amount	70 pts.
Each additional lowest bid amount will be reduced by 10 pts.	

2. Overall experience in similar projects

Fifteen (15) or more years of experience doing this type of project	15 pts.
Five (5) to Fifteen (15) years of experience doing this type of project	10 pts.
One (1) to four (4) years of experience doing this type of project	5 pts.

3. Experience with projects funded by the Michigan Natural Resources Trust Fund.

Implementation of ten (10) or more projects funded fully or partially by the Michigan Natural Resources Trust Fund.	10 pts.
Implementation of five (5) to nine (9) or more projects funded fully or partially by the Michigan Natural Resources Trust Fund.	5 pts.

4. Contractor location

Contractor located in Genesee County, MI	5 pts.
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Additional Notes:

Total Score: _____

Evaluator(s): _____

Proposal No. 20-580 – McKinley Park Improvements

Attachment B: Site Development Plan and Project Boundary





Proposal No. 20-580 – McKinley Park Improvements

Appendix Attachment C: Existing Site Conditions



Site for accessible kayak launch and fishing pier



Site for overlook