



Dr. Karen Weaver
Mayor

CITY OF FLINT

Department of Purchases & Supplies

Bryan Bond
Interim
Purchasing Manager

REQUEST FOR PROPOSAL

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., 3RD FLOOR
FLINT, MI 48502

PROPOSAL NO.: 19000553

SCOPE OF WORK:

The City of Flint (The City), Department of Purchases & Supplies, is soliciting sealed proposals for the following:

Engineering Services – Dort and Cedar Pumping Station and Storage Improvements

If your firm is interested in providing the requested services, please submit 1 original (**unbound**) and 6 copies of your detailed proposal in a clear typed format to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St. Rm. 304, Third Floor, Flint, MI, 48502, by **January 24, 2019 @ 3:00 PM (EST)**. Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

A mandatory pre-proposal meeting will be held on **Wednesday, January 9, 2019 @ 10:00AM (EST)** at the Flint Water Treatment Plant (4500 Dort Highway, Flint, MI 48505). This will be the only venue that potential vendors will be able to have face-to-face conversations with City staff concerning this project. Relevant documents and drawings associated with this project will be available for review at this meeting.

The City of Flint may hold proposals for a minimum period of 120 days from opening, for the purpose of reviewing the results and investigating the qualifications of proposals prior to making an award. Contract may be awarded anytime between February 15, 2019 and April 31, 2019. The City of Flint reserves the right to waive any irregularities and accept or reject any or all proposals submitted.

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 a 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.

Proposer shall protect against expense of any nature, shall bear costs of any suits which arise, and shall pay all damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

Proposer is not permitted to take advantage of any obvious errors or omissions in specifications.

The City reserves the right to reject any or all proposals, or split awards by items, unless otherwise stipulated, or to accept any proposal which will best serve its interests.

The Manager shall not knowingly accept a proposal from a vendor/contractor who is in default on the payment of taxes, licenses, fees or other monies due the City. Purchase agreements with proposers who are found to have been in default at the time of award of such agreement shall be voided.

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 proposal 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 proposer 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 proposer 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 this proposal should be submitted by fax (810-766-7240) or e-mail by January 3, 2019 by 5:00 PM. Responses to any questions will be posted to the City's website under this project number no later than January 7, 2019.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan D. Bell".

Department of Purchases & Supplies

Enclosure

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 www.cityofflint.com/purchasing under "open bids" and the specific bid or proposal number assigned to this notice.

INSTRUCTIONS TO VENDORS

General

- 1) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposal, Bidders are advised to rely only upon the contents of this Request for Proposal (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.**
- 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 Bidder must include the following items, or the proposal may be deemed non-responsive:
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 304, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department's time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its 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) Proposals must be enclosed in a sealed opaque 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 proposal establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.
 - f) Bids sent by telegraph, 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 proposal is the Bidder's sole responsibility; no pre-proposal 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. For contracts awarded after the 120 day hold period, price adjustments will be considered prior to contract award.

- i) **Term - Contract** and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the 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 Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) proposal from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of bids. No proposal may be withdrawn after the bid opening.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, 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 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 Bidder is debarred by the City of Flint from consideration for a contract award.
- 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 Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible Bidder. The Bidder 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 Bidder 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/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a proposal should return this RFP package stating the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.

- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim; dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person; the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **PROPOSAL HOLD:** The City of Flint may hold proposals for a minimum period of 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) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him pursuant to this Agreement shall be performed by him or by other employed by him and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 21) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.
- 22) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 23) **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 a 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.
- 24) **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.
- 25) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 26) **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.

27) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a proposal or proposal in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.

28) **PREVAILING WAGE:** The successful bidder providing any contractual labor services 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. The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.

29) **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.

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

31) **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.

32) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.

33) **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.

34) **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 Program 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 and other

designated parties in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

- 35) **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.
- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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.
- 41) **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.
- 42) **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.
- 43) **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.
- 44) **EVALUATION OF BIDS/BIDS:** The City's evaluation of these proposals will be based on the criterion that is disclosed in this document.

Type of recipient	Must comply with
State, unit of local government or Indian tribal government	<p>OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments</p> <p>OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments</p> <p>OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations</p>

Background

Flint, Michigan is located in Genesee County and it comprises the fourth largest metropolitan area in the State. Beginning in 2014, the City experienced several water quality related issues in its water system. These issues have been addressed through a number of operational enhancements. In addition, the City has identified a number of capital projects required to reliably secure its long term water source and improve the water systems infrastructure. The majority of these projects, including the project referenced in the RFP, will be funded through Federal WIIN (Water Infrastructure Improvement for the Nation) grants.

Two of the City's finished water storage and pumping stations require significant improvements to enhance system reliability and meet current system demand requirements. The Cedar Street Reservoir, located at Ann Arbor Street south of Court Street, was constructed in 1948 and expanded in the 1960s. The reservoir has a capacity of 20 MG. The adjacent Cedar Street Pumping Station (Pump Station #3) houses three pumps rated at 8, 12 and 15 MGD. The reservoir is filled and emptied through a common 36-inch header. Liquid sodium hypochlorite is currently feed to the fill line and chlorine residuals are continuously monitored.

Given the lower water demands within the Flint water system and the location and size of the Cedar Street Reservoir, water quality issues may occur due to water age. The reservoir was designed to be segregated into two 10 MG storage units. However, the feasibility of achieving this separation of storage is unknown. An inspection of the Cedar Street Reservoir will be undertaken in January/February, 2019. This report will be provided to the selected consultant by the end of March, 2019.

The Dort Reservoir and Pumping Station (Pump Station #4) are located at the Flint Water Treatment Plant (WTP) site. The site contains two finished water storage facilities – a 2 MG elevated tank and the Dort Reservoir, which is a 20 MG partially underground storage facility constructed in 1966. Pump Station #4 was constructed in the late 1940s and includes a 4 MG suction well (Clearwell #4). The Station currently has four installed pumps – two 20 MGD pumps, one 15 MGD pump equipped with a variable speed drive and one 6 MGD pump. Several of the pumps are inoperable and the recently installed 15 MGD VFD pump has not been operated.

A cost-effective renovation of Pump Station #4 would be a challenge due to its age and design. The existing suction well does not conform to Hydraulic Institute Standard due to its poor geometry. Additionally, the pump station floor elevation is approximately 20 feet below the high water level in Dort Reservoir requiring a throttling valve on the suction line to avoid uplift pressure on the top concrete slab of the suction chamber. Significant HVAC, architectural, environmental and electrical improvements would also be required for an acceptable renovation of the Station. Therefore, an engineering

assessment and the City's Project Plan (submitted to obtain WIIN funding) recommended the construction of a new Dort pumping station.

An inspection of the Dort Reservoir was conducted in 2017 (see Appendix A). In general, the structural condition of the Reservoir is acceptable. Required improvements to the structural condition of the Reservoir include repairs to expansion joints, spalled concrete, corroded reinforcing steel, baffle walls and roof cracks.

Proposed Project

Since the Flint water system cannot properly operate with both the Cedar Street and Dort facilities out-of-service, the proposed facility improvements must be constructed in two phases. Phase 1 would include the construction of a new Dort pumping station and structural improvements to the Dort Reservoir. Phase 2, which can only commence after the Dort facilities are placed in service, would include renovation of the Cedar Street Pumping Station and improvements to the Cedar Street Reservoir.

Phase 1

The new Dort pumping station will be an above ground, low maintenance structure housing the appropriate pumps, electrical switchgear and controls. The station would be located directly south of Dort Reservoir and west of the existing treatment plant. All pumps should be provided with surge control, VFDs and high efficiency motors. Station controls shall allow both automatic (system pressure) and manual control of pumps and all operating information derived from the Station shall be relayed to the Flint Control Center. The Station shall be equipped with proper HVAC and a security system. Water quality parameters leaving the pumping station shall also be monitored.

Pump sizing for both the Dort and Cedar Street pumping stations should be similar. Pump capacity should be sufficient to achieve proper turnover of the storage facilities to control water age while satisfying peak system demands. Assuming the peak hour demands on the Flint system do not exceed 24 MGD and the current GLWA contract permits maximum day/ peak hour purchases up to a 15 MGD rate, both pump stations should be able to reliably pump 9 MGD. This reliable capacity can be achieved by three 4.5 MGD pumps. Final pump sizing and selection will be made during the project design.

Renovations to Dort Reservoir shall address the deficiencies found in the Appendix A inspection report. Since Dort Reservoir is current not in-service and dewatered, additional inspection can be performed and the improvements can be initiated at any time.

Phase 2

The improvements to the Cedar Street pumping station will include replacement of all of the oversized pumping units. Since the station switchgear has been recently replaced and upgraded, this equipment may be compatible with the new pumps. The existing monorail system should also be adequate to service the replacement pumps. All pumps shall be equipped with VFDs, high efficiency motors and proper surge control. The existing pressure relief/surge control facilities located in the basement shall be investigated to assure that its contribution to surge control is proper. It is has also been reported that the “oversized” fill line and control vale has contributed to system water hammer and main breaks and this issue needs to be addresses through physical changes (smaller valve) and/or modified operating procedures. The adequacy of the current HVAC shall be evaluated and addressed and a new security system shall be provided. All controls and operating information shall continue to be communicated to the Flint Control Center to allow the station to operate in an unmanned mode.

Chlorine is currently added to the Cedar Street Reservoir fill line using temporary liquid sodium hypochlorite facilities. These facilities need to be expanded and upgraded. It appears that expansion of the sodium hypochlorite storage and feed room could be achieved by either modification within the existing structure or expansion of the building. The consultant shall recommend the most cost-effective and operator-friendly approach. Chlorine monitoring and feed capabilities shall be provided on both the Reservoir inlet and Station discharge.

The City of Flint will contract for the inspection of the Cedar Street Reservoir in early 2019. For this proposal, the consultant shall assume that the reservoir will require minor structural and baffle wall repairs and replacement of the slide gates used to separate the reservoirs into two 10 MGD storage units.

Project Schedule and Cost

Because the completion of this project is critical to assure the reliability of the Flint water supply, it is important that the project design and construction be expedited. Therefore, the following schedule is proposed:

Design Contract Award	March, 2019
Design Completion/Permits Received	July, 2019
Construction Contract Award (Phase 1)	October, 2019
Facility Start-Up and Training (Phase 1)	June, 2020
Final Completion (Phase 1)	July, 2020
Construction Contract Award (Phase 2)	April, 2020
Facility Start-up and Training (Phase 2)	November, 2020
Final Completion (Phase 2)	December, 2020

The estimated construction cost for this project is \$8M.

Requested Services

The City of Flint is seeking to enter into a contract with one (1) prime consultant/contractor (“consultant”) to provide design, permitting, bidding and construction administration services for the City of Flint – Dort and Cedar Street Pump Station and Storage Improvement project. At a minimum, this work assignment will include the following activities.

Design/Permitting (Phase 1 and 2 will be designed concurrently)

1. Preparation of a brief design concept critique to identify specific scope modifications which may result in a more cost-effective project, simplify construction and/or improve operating procedures.
2. Preparation and maintenance of a progress schedule through the Notice of Award of the selected construction contractor. The schedule shall compare actual to scheduled activities and be updated monthly. At a minimum, the schedule should include specific dates for the following milestones:
 - Each specific design review meeting (at least one week should be allotted for Water Department review of submitted information before each meeting)
 - Completion of applications for each specific permit and/or easement
 - Design phase completion
 - Receipt of specific permits
3. All survey work necessary to adequately complete the design, file permit and easement applications and provide reference points for use by the contractor.
4. All geotechnical investigations including soil borings, rock cores, and auger probing as necessary to adequately complete the design and allow for accurate estimating of construction earthwork.
5. For the Cedar Street Pumping Station, assess the presence of asbestos, lead paint or other environmental factors that could impact the project.
6. Interaction with all utility companies to design and specify proper service for the proposed improvements and to coordinate the relocation of existing facilities, as required.
7. Preparation and maintenance of a Design Memorandum.
8. Development of a list of all equipment that the City should consider for direct purchase to expedite completion of the project. This should include an assessment of the City risk compared to the estimated construction schedule time reduction.

9. Preparation of a complete set of design drawings and specifications for all required engineering disciplines with an adequate level of detail to allow effective and efficient construction of the project.
10. Preparation of a narrative description of the operation of the facilities to be used by plant operations personnel to familiarize themselves with the operation, capabilities and limitations of the proposed improvements. The narrative shall be an extension of the process control section of the Design Memorandum, but in text format.
11. Preparation a budget construction cost estimate broken down by major work items.
12. Maintain electronic communication capabilities with the Water Department through the design, bidding and construction phases of the project

Bidding

1. Assist the City of Flint Purchasing Department with releasing the bid packet and conducting the pre-bid conference. Analyze the bids and submit a recommendation to the City for final review and approval. The Purchasing Department will process the appropriate paperwork for approvals and submit to governing entities. Consultant may need to attend City Council meeting(s) to answer questions regarding bid award recommendations.
2. Respond to contractor and vendor inquiries during the bidding process and prepare addenda, as required, to document design changes or clarifications.

Upon completion of contract award, the consultant shall perform the following activities:

Construction Administration

1. General construction administration, including attendance at construction meetings, resolution of construction problems related to the design, maintaining construction progress schedules, and review and interpretation of the design.
2. Shop drawing review and approvals including review and approvals of resubmittals, and maintenance of a shop drawing log indicating dates received, returned and status.
3. Review of contractor pricing of change orders and written recommendations to the Water Department regarding the reasonableness of proposed costs. Drawing and specification revisions required to address change order issues.
4. Participation in and observation of the project startup. A review of operations and any performance tests required under the contract specification.
5. Preparation and submission of electronic record drawings within two (2) months after project start-up. Provide information for Flint's asset management system.

6. Submission of an Operations and Maintenance manual containing operating, maintenance, and repair information from manufacturer's submittals. The O&M manual shall incorporate the final narrative description of the operation of the proposed project (see Design requirements).
7. Based on the contractor performance and the method of payment approach, make recommendations for payment based on completed work.
8. Properly manage all financial records and related paperwork in compliance with the funding grant programs. Work with the City and State supporting their invoice reimbursement procedures.
9. Perform on-site inspections of the construction activities that will include daily and weekly reports from the field. Develop summary information on a weekly basis and submit to the client in a status report.

I. Minimum Requirements

To be considered for award of this project, the consultant must meet the following minimum requirements:

- (1) Complete the RFP requirements and submit response, including forms, by deadline
- (2) The firm shall be a registered engineering firm within the State of Michigan with a minimum of five (5) documented years of comparable experience in the past 10 years.
- (3) The team shall have demonstrated experience in using technology and data management to provide proper project status and management.
- (4) The team shall have demonstrated successful experience in planning and executing projects and other services similar to those delineated within this solicitation.

II. Submissions

A. Requirements

The engineering consultant shall submit a technical proposal and a separate sealed cost proposal.

Consultants should submit one (1) original and six (6) copies of their technical proposal on 8 1/2 by 11 paper plus one PDF version. Submittals should be kept to a maximum of 25 double sided pages (not including forms, attachments and resumes). Responses must be clear and may be subject to disqualification, if illegible. Each copy of the technical proposal submittal should be complete and include the following minimum requirements:

- Cover letter - one page informational cover letter
- Table of Contents for its submittal.
- Firm information
- Qualifications and relevant experience
- Project Organizational Chart including engineering personnel associated with all the major engineering disciplines performed during this project.
- Resumes and a work experience history of each individual identified in the project team organization chart.
- Identification of any sub-consultants that will be utilized for this project
- Project understanding and approach – This section could include a critique of the proposed project design concept, potential cost saving ideas, anticipated geotechnical and/or permitting issues, structural concerns, construction inspection approach, project schedule, project cost or any additional information/assumptions that will assist the City with an evaluation of the consultant’s understanding of the project and implementation approach.
- Reference contacts for at least 2 similar projects.

The engineering consultant’s sealed cost proposal should include:

- Based on your project approach, organization and staffing, separate costs of the following activities:
 1. Design, permitting and bidding (through construction contract award) – Phases 1 and 2
 2. Construction Administration - Phase 1
 3. Construction Administration - Phase 2
 4. Field Inspection Services – Phase1
 5. Field Inspection Services – Phase 2
- Attachment A

The City recognizes that proponents may propose various organizational approaches to accomplish the work listed in this RFP. The City also recognizes that the final scope of work may need to be negotiated. Therefore, some final levels of effort may potentially be unknown at this time. However, for the basis of comparison only, please provide billing rates for the following key positions in your sealed cost proposal:

- Project Manager
- “Design Engineers” (be category and discipline)
- “Construction Managers” (by category)
- Field Inspector(s)

The City recognizes that there may be more than one Design Engineer or Construction Manager, so in that case, please provide an average rate based on classification. Please include this information in a table format and label it as Attachment A. An example table is shown at the end of this section.

B. Completeness of Submission

The vendor must provide the following required forms with each submittal:

- City of Flint appropriate affidavit

Forms must be signed by a representative of the company authorized to bind the firm contractually.

III. Evaluation Process and Criteria

A. Evaluation Procedures

The submittals will be initially reviewed and evaluated by a Project Selection Committee appointed by the City. Each technical and cost submittal should be as complete and accurate as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the submittals. The City also reserves the right to allow corrections of errors or omissions.

B. Evaluation Criteria

The City will first select the most highly qualified provider of the services based on the content of the technical proposals. Based on this review, one (or more) of the cost proposals will be opened and considered in the evaluation process. After review of both technical and selected cost proposals, a preferred engineering consultant will be selected. If the City is unable to reach an agreement with this vendor, then the City will select the next highest qualified provider and attempt to negotiate a contract. This process will be followed until a satisfactory contract is negotiated or a determination is made to not execute a contract.

The following criteria will be used to evaluate the submittals:

Experience and Performance of the Prime Firm - 15%

Discuss the experience and qualifications of the prime firm in providing comparable program management services on programs of similar size, scope, budget, and complexity. For experience listed, please provide:

- Owner
- Description of the program
- Services provided
- Contract dates

Reference information (two current client names with telephone numbers and email information for each experience)

Experience of Key Personnel and sub-consultants - 30%

Discuss the experience and qualifications of the specific program team members on projects of comparable size, scope, budget and complexity (particularly the Project Manager and staff responsible for the schedule, budget, design support and construction management) including sub-consultant experience. Describe your approach to overall team formation and coordination of team members and provide an organizational chart. For each key person identified, list their length of time with the firm and at least two comparable programs in which they have played a primary role. Also include:

- Project Owner
- Description of program
- Role of person
- Project dates
- Reference information (client name with telephone number and email information for each experience)

Project Understanding and Approach - 30%

- Discuss the major issues your team has identified in providing the services required under this contract and how you intend to address those issues
- Describe your firm's program management approach and team organization during this program management contract. Describe systems and processes used for planning, scheduling, estimating, quality assurance/quality control, data management, public transparency, etc.

Overall evaluation of the firm, labor rates, proposed costs, local presence & its ability to provide the service – 25%

- To be determined by the Project Selection Committee

E. Final Selection

Based on all information reviewed and presentations/interviews (if conducted), the selection committee shall establish the final ranking of the vendors.

F. Contact Award and Execution

The final contract must be approved by the Flint City Council. The contract may be executed by the City Administrator or designated representative.

ATTACHMENTS

Attachment A - Labor Chart

Affidavits — Complete and include with submission

Appendix A – Dort Reservoir Structural Condition Assessment

Attachment A

Labor Category	Billing Rate, \$/hr.
Project Manager	
Design Engineer (by category)	
Construction Manager	
Field Inspectors	
Project Support Personnel (by title)	

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

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

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

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

COMPANY NAME (Respondent): _____
(Printed)

ADDRESS : _____

CITY/STATE/ZIP : _____

PHONE : _____ FAX: _____

EMAIL : _____

PRINT NAME and Title : _____
(Authorized Representative)

SIGNED : _____ DATE: _____
(Authorized Representative)

Proposal results may be viewed next business day online at
<https://www.cityofflint.com/finance/purchasing/results/> under "bid results"

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 _____

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 _____

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 of 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 _____

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 _____

Appendix A

Structural Condition Assessment

January 13, 2017

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Dort Reservoir

The Dort Reservoir was evaluated by a confined space entry team. Visual observations were made, with occasional hammer sounding, as warranted. The structure was designed in 1966 and appears to be in good condition. There does not appear to be any critical structural issues that would require immediate remediation. Previous crack injection repairs to the exterior walls are in good condition. Some groundwater infiltration was observed, primarily at roof slab expansion joints.



Entry Manhole, Looking East



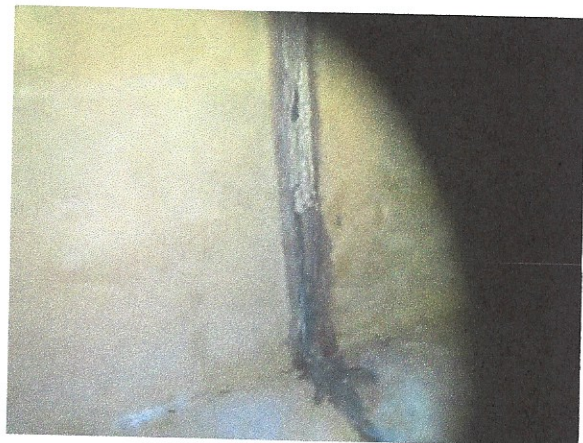
Interior of Dort Reservoir

Expansion Joints

Expansion joints in the structure are deteriorated and leaking. Premolded joint filler has fallen onto the base slab of the reservoir in many locations and surface groundwater on the roof slab was actively infiltrating the reservoir during the evaluation. Record drawings show that the expansion joint is "Type E3" detailed with a 9-inch center bulb natural rubber waterstop and 1-inch premolded joint filler. Repair is recommended.



Deteriorated Premolded Joint Filler at Type E3 Expansion Joint



Deteriorated Expansion Joint

Masonry Baffle Wall Joint Filler

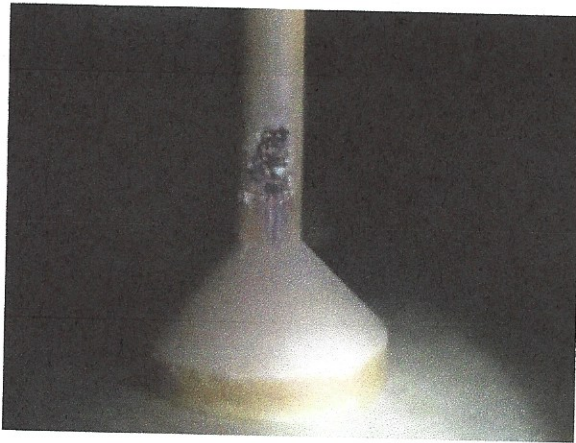
The joint filler at the joints on the interior masonry baffle walls has fallen out in most locations. This is not a critical structural item, but replacement is recommended.



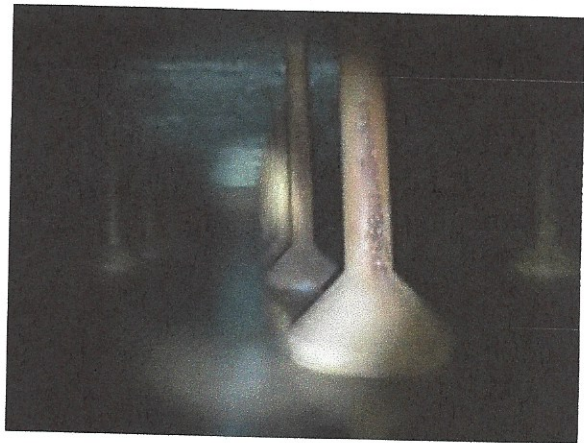
Masonry Baffle Wall Joint Filler Displacement

Column Delamination, Spalling, and Corroded Reinforcing Steel

A number of columns (roughly 10 to 20 percent) show signs of rebar corrosion and surface deterioration. Columns were not observed to have structural cracks, and deterioration seems to be primarily related to durability. Repair of these columns should be considered after further investigation to determine cause of rebar corrosion and concrete deterioration. Carbonation and/or alkali silica reaction may be present, and coring for petrographic analysis is recommended.



Column Deterioration and Corrosion



Column Deterioration and Corrosion



**Column Deterioration and Corrosion, with
Active Roof Leak at Expansion Joint**



Column Deterioration and Corrosion

Column Bulging at Base with Circumferential Crack

A number of columns (roughly 20+ percent) showed a noticeable consistent circumferential crack about 4 to 6 inches above the top of the column pedestal, which also showed signs of outward bulging. The concrete was softer in this area, which may be the result of carbonation. Expansive alkali silica reaction (ASR) is also a possibility. Concrete core sampling for petrographic analysis is recommended to determine the underlying cause of concrete deterioration prior to repair.



**Circumferential Crack and Bulging near
Column Pedestal**

Corroded Rebar Chairs

Early signs of corrosion in the roof slab is exhibited by corroded rebar chairs visible on the underside of the slab. Further corrosion of the roof slab reinforcing was observed in just one location. Further investigation is required to determine the extent of preventative repair required to mitigate corrosion propagation in the roof slab. Partial-depth concrete core sampling is recommended to determine the extent of primary reinforcing steel corrosion in the slabs.



Corroded Rebar Chair Tips Visible on Roof Slab

Spalled Concrete and Rebar Corrosion at Construction Joint in Roof Slab

In "Area #1" on the record drawings from 1966, approximately 90 feet east and 50 feet south of the extreme northwest corner of the reservoir, concrete spalling and exposed, corroded rebar are visible on a construction joint in the roof slab. The size of the area is approximately 12 inches wide by 30 feet long in the direction of the joint. Large pieces of delaminated concrete are on the verge of falling and it is recommended to wear a hard hat at all times during future entry into the reservoir, with careful consideration given to this particular area. Further investigation is required to determine the extent of preventative repair required to mitigate corrosion propagation in the roof slab. Repair is recommended



Exposed Reinforcing and Spalled Concrete on Roof Slab

Roof Slab Cracks

The roof slab shows signs of cracking at re-entrant corners of manhole penetrations. Local cracks are also visible occasionally throughout the chamber, with a higher frequency of cracks running from column drop panels outward to the exterior wall on the west side of "Area #6." Crack injection repair is recommended.



Roof Slab Crack at Re-Entrant Corner



Roof Slab Crack from Column Drop Panel to West Exterior Wall of Area #6

Corroded Wall Reinforcing

The east wall of "Area 5" shows visible corrosion of the inside face vertical reinforcing steel. Observations indicate that reduced concrete cover has decreased the corrosion protection of the reinforcing steel at this location. This was the only location that primary reinforcing steel in a wall was observed to show signs of corrosion. Repair of this area is recommended.



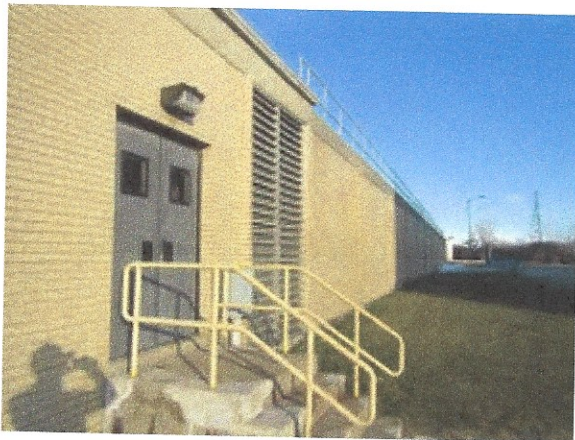
Corrosion of Vertical Wall Reinforcing



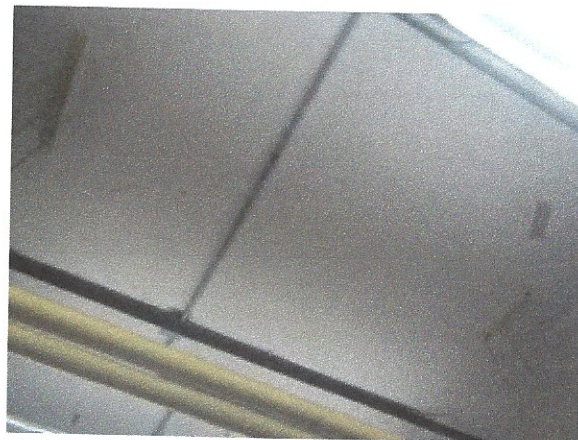
Corrosion of Vertical Wall Reinforcing

Inlet and Outlet Buildings

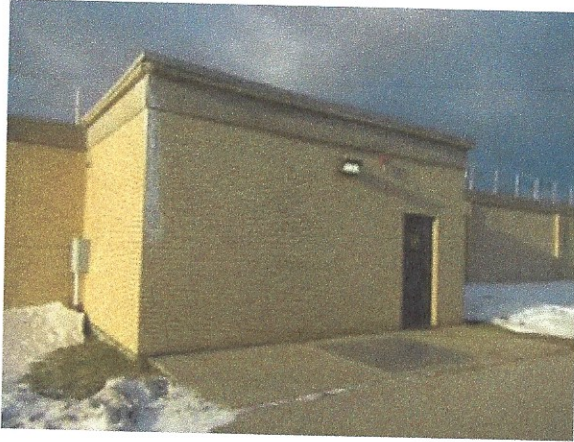
The inlet and outlet buildings are generally in good condition. Minor cracking was observed and crack injection repair is recommended.



Outlet Structure Exterior



Outlet Structure Slab Cracking



Inlet Structure Exterior



Inlet Structure Exterior Wall Cracking

Major Observations and Recommendations

- Generally in fair condition.
- Previous crack injection repair in good condition.
- Local corroded vertical wall reinforcing. Repair is recommended.
- Deteriorated and leaking expansion joints in slabs and walls. Repair of all expansion joints is recommended.
- Minor roof cracking requires injection repair.
- Column concrete deterioration requires petrographic analysis to determine cause.
- Column spalling and rebar corrosion visible on approximately 20 percent of columns. Repair is recommended.
- Inlet/Outlet structures are in generally fair condition; minor crack injection repair is recommended.