

COUNTY OF SAGINAW

BRIAN J. WENDLING
PUBLIC WORKS COMMISSIONER

Governmental Center
111 S. Michigan Avenue
Saginaw, Michigan 48602-2086
Phone 989-790-5258 • FAX 989-790-5259



REQUEST FOR PROPOSAL (RFP)

Environmental and SHPO Assessment Study

The Saginaw County Public Works Commissioner (SCPWC), located in Saginaw County, Michigan is seeking a proposal from qualified firms to conduct a National Environmental Policy Act (NEPA) and SHPO 106 Review for a grant project for the King Street Drain Flood Protection Project located in Saginaw County, Michigan. The grant funds were awarded by the Community Development Block Grant (CDBG.)

Proposals are due electronically no later than 4 P.M. eastern time on Monday, October 7, 2024.

GENERAL CONDITIONS

Background

Currently, flow from the Saginaw River can flood out of bank and surge upstream through the King Street Tile Drain, inundating many residents that rely on the drain to convey storm runoff towards the river. The state highway (M-13) overtopped during the 2020 flood event. This road is an important route not only to nearby residents, but first responders and many others as well during flood events.

The King Street Drain Flood Protection Project has been funded by a Community Development Block Grant (CDBG) in compliance with Michigan Economic Development Corporation (MEDC). The project involves construction of new dikes along with enhancement of existing flood control dikes to provide a resilient flood protection zone from Saginaw River flood waters. Storm water detention will be created just south of Wicks Park Drive. A flood control structure consisting of flap gates will allow runoff from the King Street Tile Drain to outlet to the Saginaw River during low/normal flows. The flap gates would prevent Saginaw River flood water from entering the flood protection zone during flood conditions on the river.

During periods when the Saginaw River is at a high stage, the detention pond would be utilized to store storm runoff from the King Street Tile Drain. The detention pond will dewater via gravity to the river through the control structure after flood conditions recede on the river. A stormwater pump station with fixed pumps will have the ability to aid in dewatering the detention basin during large rain event or to provide storage volume for subsequent storm event.

Study Area

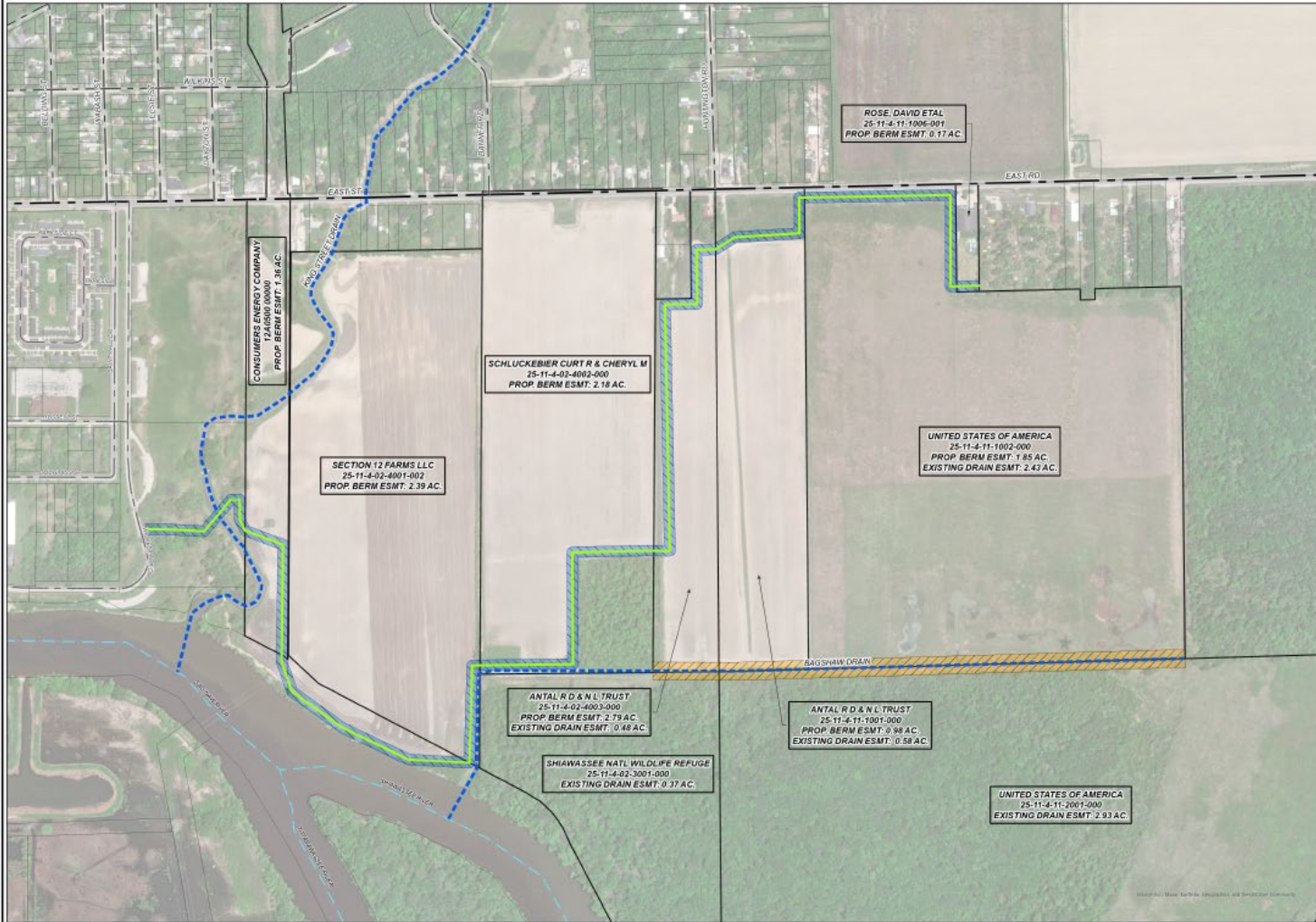
It is proposed to construct the flood protection dikes following the teal line on the following map named “King Street Tile Drain Berm Location Concept Map”.

The flood protection zone is shown with a red line on the following map named “King Street Tile Drain Flood Protection Concept Map”. The area where the detention basin, flood control structure/flap gates and stormwater pump station will be constructed is shown on this same Concept Map in the shaded yellow area labeled “Detention Pond 16 acres (Scenario 1, 1a & 2).”



KING STREET TILE DRAIN SAGINAW COUNTY, MICHIGAN

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LEGEND

- PROPOSED BERM CENTERLINE
- PROPOSED BERM EASEMENT (60 FT.)
- APPROXIMATE DRAIN LOCATION
- EXISTING BAGSHAW DRAIN EASEMENT (100 FT.)
- PARCELS
- APPROXIMATE LOCATION OF OUTLET WATERCOURSE
- STATE ROADS
- COUNTY ROADS
- LOCAL ROADS

NOTES:
EASEMENT WIDTH FOR ENTIRE LENGTH OF BERM = 60 FT.
EXISTING ESMT FOR BAGSHAW DRAIN = 100 FT. (50 FT. EA. SIDE)

REV.	DATE	REVISIONS	DATE

KING STREET TILE DRAIN
SAGINAW COUNTY, MICHIGAN

**KING STREET TILE DRAIN
BERM LOCATION CONCEPT MAP**

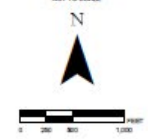
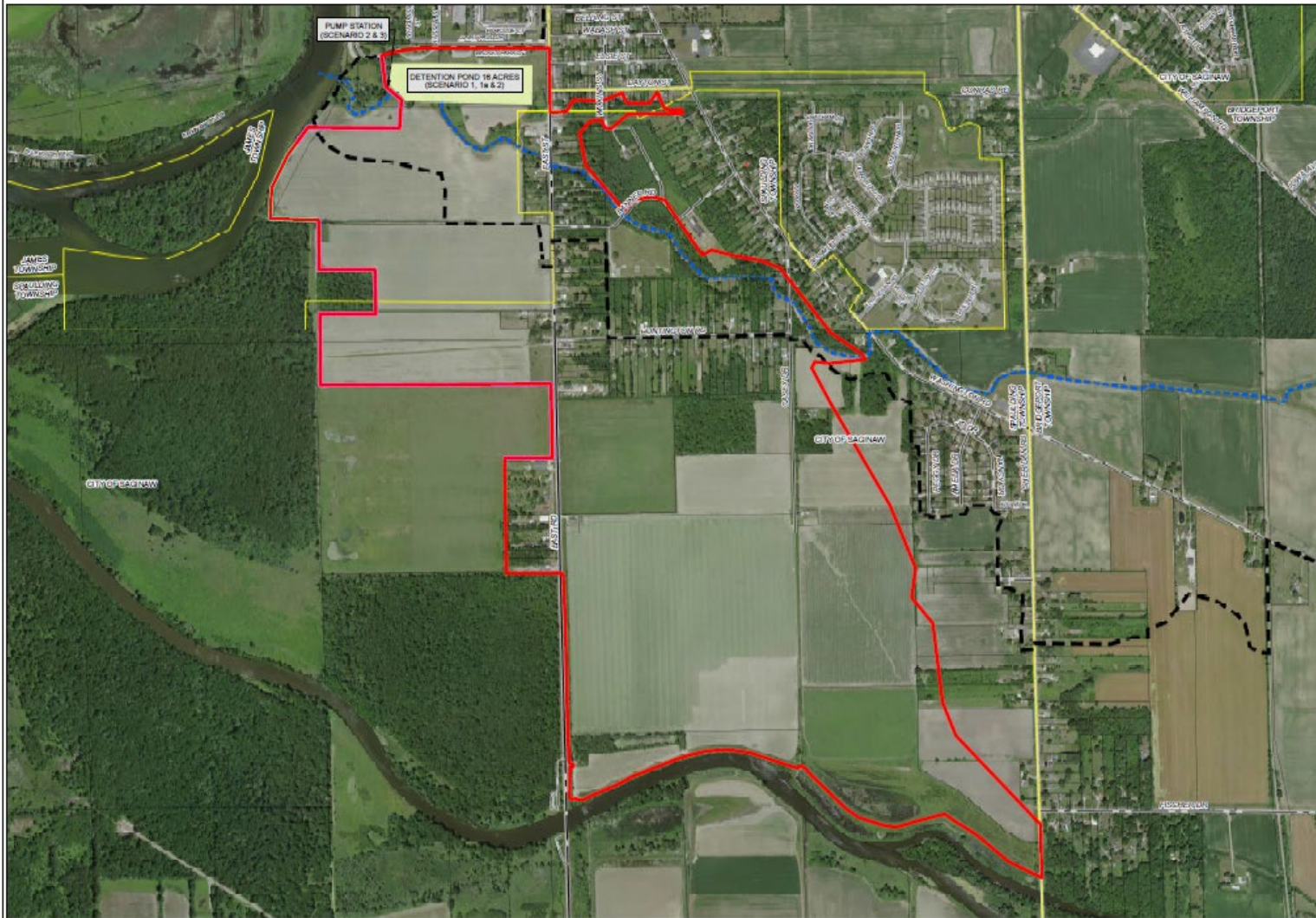
SPICER GROUP
125 S. Washington Ave.
Saginaw, MI 48607
Tel: 987-2222
Fax: 987-2222

DESIGNED BY: TMC	CHECKED BY: TMC	PROJECT NO:
DRAWN BY: SWS	APP. BY: RSC	132470502002
DATE: SEPTEMBER 2024	SHEET 1 OF 1	DR
SCALE: 1"=200'	FILE NO: JDR-XXXX	1



KING STREET TILE DRAIN SAGINAW COUNTY, MICHIGAN

BRIAN J. WENDLING - SAGINAW COUNTY PUBLIC WORKS COMMISSIONER



- LEGEND**
- FLOOD PROTECTION PROPOSED
 - PROPOSED
 - APPROXIMATE DRAIN ALIGNMENT AND HEIGHT
 - 4 FT
 - 2 FT
 - DETENTION POND
 - PUMP STATION
 - DRAINAGE DISTRICT BOUNDARY
 - APPROXIMATE DRAIN LOCATION
 - APPROXIMATE LOCATION OF OUTLET WATERCOURSE
 - MUNICIPALITY BOUNDARY
 - STATE ROADS
 - COUNTY ROADS
 - LOCAL ROADS
 - PARCELS

DATE	BY	REVISION	DATE
KING STREET TILE DRAIN SAGINAW COUNTY, MICHIGAN			
KING STREET TILE DRAIN FLOOD PROTECTION CONCEPT MAP			
SACINAW COUNTY OFFICE 200 W. Washington Saginaw, MI 48602 Tel: 987-7440		PROJECT NO. 1324/10000000	
DR BY: JMC DR BY: JMB	CH BY: BJC APP BY: JMB	PROJECT TO:	
DATE: AUGUST 2020 SCALE: 1" = 50'	SHEET: 1 OF 1 FILE NO: DR-4444-01	DR 1	

SCOPE OF SERVICES

Specific Deliverables

The Consultant will document the natural and social environment plus a SHPO study within the study area and will evaluate any potential impacts from constructing flood control dikes, a detention basin, a flood control/flap gate structure and a storm water pumping station in the project area. If any potential impacts are identified, the Consultant will discuss strategies to avoid, minimize, or mitigate problems.

The Consultant's first task should be to issue a request to the SCPWC for any needed information. The Consultant will be expected to coordinate as needed during the review process with the Michigan CDBG office, and any other government agencies that might be involved in the review.

The Consultant will prepare a broad environmental assessment of the flood control project that follows the NEPA standards. The consultant will prepare and submit a draft report and associated documentation to SCPWC and CDBG for review. The Consultant will be expected to answer any questions posed by CDBG and will develop and submit a final report that is satisfactory to SCPWC and CDBG.

PROPOSAL SUBMISSION Format and Content

Any questions about the proposal should be directed by email to:

Marya Colpaert, Deputy Saginaw County Public Works Commissioner/Engineer,
mcolpaert@saginawcounty.com

Questions should be submitted before 4:00 P.M. Eastern on October 2, 2024.

The proposal must be received by 4:00 P.M. Eastern on October 7, 2024, via email to;

Marya Colpaert, Deputy Saginaw County Public Works Commissioner/Engineer,
mcolpaert@saginawcounty.com

or in a sealed envelope to:

Saginaw County Public Works Commissioner
Environmental and SHPO RFP
Attn: Marya Colpaert
Courthouse
111 S. Michigan Avenue, Room 103
Saginaw, MI 48602

The email must be labeled as “Response to the RFP for an Environmental Assessment Study”. It is the responsibility of respondents to deliver the proposal before the due date and time – proposals received after the due date and time will not be considered.

PROPOSAL REQUIREMENTS

The Consultant’s proposal response to this RFP will include, at minimum, the following elements:

- The name, title, phone number, and email address of the primary contact at Consultant.
- Summarize your understanding of the project.
- Describe your experience in completing similar environmental reviews, especially reviews done in Michigan.
- A response to requirements listed in the Scope of Services, including a description of the expected process to be undertaken for the environmental review.
- Describe the expected timeline for the study process.
- Describe at a high level the input needed from SCPWC.
- A brief biography of the members of the Consultant’s project team.

PROPOSED PRICE

The Consultant’s proposal should define the proposed cost of performing the required study. You should describe any cost elements that are fixed or variable. Describe your proposed method for invoicing during the progress of the study.

EVALUATION CRITERIA

Proposals will be evaluated based on a variety of criteria including, but not limited to:

- Experience with projects of similar size, scope, schedule, and complexity (30%).
- Completeness of responses to the Scope of Services (30%).
- Proposed timeline (20%).
- Project price (20%).

GENERAL INFORMATION

Questions and Registration

Only one point of contact is offered to respondents for this procurement, and all questions and communication must be accomplished exclusively by email submission of questions to the contact identified above. No other direct or indirect contact is to be made during this RFP period with the procurement contact or with any other member of SCPWC concerning this project.

Proposed Award

The award, if any, shall be made by contract to be executed by SCPWC and the Consultant whose proposal is deemed to be in the best interest of SCPWC. The decision of SCPWC of whether to make the award and which proposal is in the best interest of SCPWC shall be final.

Signature of Responsible Party

No organization may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of proposals.

Company's Rights Reserved

SCPWC reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any proposal, and to accept the proposal which is most advantageous to SCPWC and to re-advertise if desired. SCPWC reserves the right to negotiate with any Consultant.

Conflict of Interest

The Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

Indemnification

The Consultant agrees to protect, defend, indemnify, and hold harmless SCPWC and its agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, caused by the organization's proposals or subsequent submittals.

The Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair completion, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Ownership and Disclosure

All documents and materials prepared pursuant to this proposal are the property of SCPWC and may also be provided to the CDBG office. SCPWC shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this process. To the extent anything is provided to CDBG, the provisions of Michigan public records law will apply.

Insurance Requirements

The Consultant shall maintain, at its expense, during the term of any contract statutory workman's compensation insurance, automobile liability insurance, commercial general liability insurance, and professional liability insurance.

The Consultant will provide, upon request, the Certificates of Insurance documenting the coverage.

Independent Contractor Relationship

The Consultant shall perform any services related to any contract resulting from this RFP as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Consultant nor anyone employed by it shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of SCPWC.

Equal Opportunity

SCPWC is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, sex, sexual identity or expression, gender origin or identity, national origin, religion, disability, or age.

LEGAL PROVISIONS

- A. Failure to follow any instruction within this RFP may, at SCPWC's sole discretion, result in the disqualification of the Consultant's proposal.
- B. Consultant's proposal must be received, in writing or by e-mail, by SCPWC by the date and time specified above. SCPWC is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after such time will not be considered. Any proposal received with insufficient postage will be returned unopened. Final proposals or alterations thereto received by fax or phone will not be accepted.
- C. The consultant's response to this RFP should reflect exceptions to any SCPWC requirements with which the Consultant cannot comply. These exceptions shall be itemized in the Consultant's response.
- D. All bids must be valid for a period of at least 120 days following the date of submission.
- E. It will be the sole responsibility of the bidding Consultant to have their bids delivered before the deadline. Bids not received by the stated date and time will not be opened.
- F. Consultant may make alternate proposals for consideration. Itemized, line-item pricing must be provided for each alternate proposal. SCPWC, in its sole discretion, may accept or reject any of the Consultant's alternate proposal(s).
- G. SCPWC reserves the sole right to accept or reject, in part or in whole, any proposal received.

- H. SCPWC shall incur no obligation or liability whatsoever by reason of the issuance of this RFP or any action by anyone relative thereto. The Consultant's preparation of their response is at the sole expense and liability of the Consultant.
- I. All discussions, negotiations, understandings, and agreements resulting from this RFP are preliminary. SCPWC has no obligation to the Consultant until a formal Master Service Agreement and Statement of Work are executed.
- J. Because this grant project is funded with federal funds from the CDBG, the final contract with the Consultant must contain applicable contract provisions for non-federal contracts under federal awards (CFR Title 2, Appendix II to Part 200).
- K. News releases by the Consultant regarding any aspect of this solicitation shall not be made at any time without the prior written approval of SCPWC.
- L. Any information or data delivered to SCPWC in response to this RFP will not be returned.
- M. SCPWC reserves the right to negotiate with any Consultant prior to and /or subsequent to any contract award.
- N. Any proprietary information contained in the bid shall be so indicated with the notation in bold letters at the top and bottom of the page as follows, "THIS PAGE CONTAINS PROPRIETARY INFORMATION." A general indication that the entire contents or a major portion of the bid is proprietary will not be honored.
- O. It is the responsibility of the Consultant to clearly identify all costs associated with any item or series of items in this RFP. The Consultant must include and complete all parts of its cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, mistakes in calculation, or inadequate details in the Consultant's cost proposal are the sole responsibility of the Consultant and may be grounds for rejection of the Consultant's proposal. Costs that are not clearly identified will be borne by the Consultant.
- P. Bids may be withdrawn, modified, and resubmitted prior to the formal bid due date in the same manner as the initial submission. Modifications submitted after the formal bid due date, or in any manner other than the acceptable submission manner, will not be considered.
- Q. SCPWC reserves the right to waive any defect or irregularity in any proposal procedure.
- R. SCPWC reserves the right to request additional information or clarification of a Consultant's proposal. The Consultant's cooperation during the evaluation process in providing SCPWC staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Consultant's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Consultant's proposal.
- S. Consultant acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration.