

# **City of Beaverton**

128 Saginaw St., PO Box 477 Beaverton. Michigan 48612 Telephone: 989-435-3511

## REQUEST FOR PROPOSAL (RFP) ENV001

## **Environmental and SHPO Assessment Study**

The City of Beaverton (COB), Michigan is seeking a proposal from qualified firms to conduct a National Environmental Policy Act (NEPA) and 106 SHPO Review for a granted projects; Tonkin Street infrastructure improvements, Brown Street Culvert -Flood Mitigation and Infrastructure Improvements Project and the Ross Lake Ecosystem Restoration in Gladwin County, Michigan. The three grants were awarded by the Community Development Block Grant Disaster Recovery Funds (CDBG-DR.)

Proposals are due no later than 1:00 P.M. eastern time on October 3, 2024.

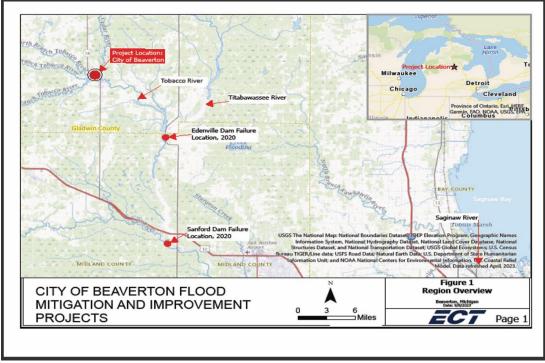
## **GENERAL CONDITIONS**

## Background

The COB is a vibrant rural local community that provides infrastructure for their 1,050 water, sewer, and storm sewer services to their residents and businesses. COB has been awarded two CDBG-DR grant funds. The grants will replace existing long and short lead sanitary services (main line to property line), repair / replace storm sewer main line including manholes and catch basins, culverts, remove and replace water main with services to the property line, mill existing pavement, repair curbing, driveway approaches, adjust manhole and catch basin structures, street sidewalk and ramp replacement, street lighting installation, repave street.

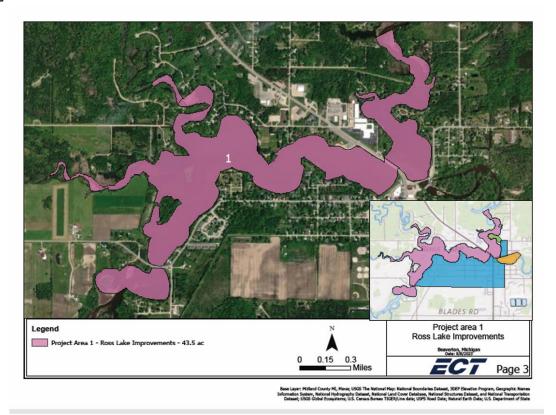
## **Study Areas**

The study area for Ross Lake is in maps #1, 2, and 3 below. The study area for Tonkin Street and Brown Street is in maps #5 and 6.

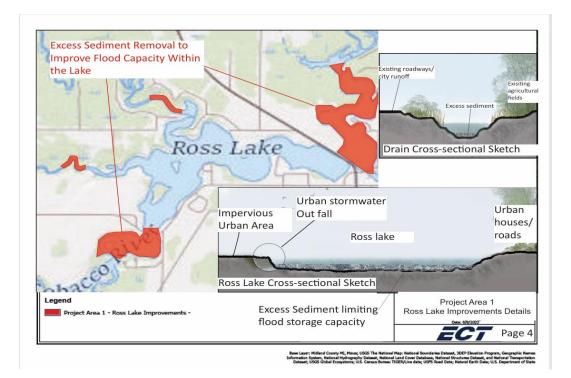


Map #1

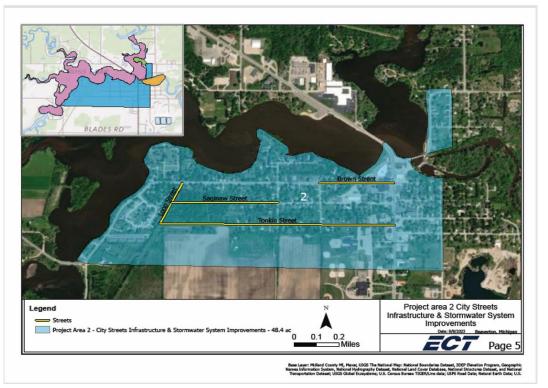
## Map #2



## Map #3







Map #5



#### **SCOPE OF SERVICES**

#### **Specific Deliverables**

The Consultant will document the natural and social environment plus a SHPO study within the study areas and will evaluate any potential impacts from installing water, sewer and stormwater infrastructure on Tonkin St. and Brown St. in the project areas as well as the natural and social environmental plus a SHPO study within the restoration area of Ross Lake. 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 COB for any needed information. The Consultant will be expected to coordinate as needed during the review process with the Michigan CDBG-DR office, and any other government agencies that might be involved in the review.

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

#### **PROPOSAL SUBMISSION**

## Bidders may bid on either or both projects. Please submit separate bids for each project.

#### **Format and Content**

Any questions about the proposal should be directed by email to: Shannon Sirpilla, City Manager, ssirpilla@beavertonmi.org

#### Questions should be submitted before 5:00 P.M. eastern on September 18, 2024.

The proposal must be received by 1:00 P.M. Eastern on October 3, 2024, via email to; Shannon Sirpilla, City Manager, ssirpilla@beavertonmi.org

#### or in a sealed envelope to:

City of Beaverton Environmental and SHPO RFP Attn: Shannon M Sirpilla 128 Saginaw Street Beaverton, MI 48612 The email must be labeled as "Environmental and SHPO RFP". 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.

#### Submission of grant layout

When submitted your grant, please use this format:

By Project	
Tonkin/Brown	
St	\$
Ross Lake	\$
Total Cost	\$

## PROPOSAL REQUIREMENTS

The Consultant's proposal response to this RFP will include, at minimum, the following elements for each of the projects:

- 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 COB.
- 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 studies for each project. 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**

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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 COB concerning this project.

#### **Proposed Award**

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

COB 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 COB and to re-advertise if desired. COB 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 COB 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 COB and may also be provided to the CDBG-DR office. COB 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-DR, 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 COB.

## **Equal Opportunity**

COB 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

- Failure to follow any instruction within this RFP may, at COB's sole discretion, result in the disqualification of the Consultant's proposal.
- Consultant's proposal must be received, in writing or by e-mail, by COB by the date and time specified above. COB 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.
- The consultant's response to this RFP should reflect exceptions to any COB requirements with which the Consultant cannot comply. These exceptions shall be itemized in the Consultant's response.
- All bids must be valid for a period of at least 120 days following the date of submission.
- 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.
- Consultant may make alternate proposals for consideration. Itemized, line item pricing must be provided for each alternate proposal. COB, in its sole discretion, may accept or reject any of the Consultant's alternate proposal(s).
- COB reserves the sole right to accept or reject, in part or in whole, any proposal received.
- COB 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.
- All discussions, negotiations, understandings, and agreements resulting from this RFP are preliminary. COB has no obligation to the Consultant until a formal Master Service Agreement and Statement of Work are executed.
- Because this grant project is funded with federal funds from the CDBG-DR, 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).
- News releases by the Consultant regarding any aspect of this solicitation shall not be made at any time without the prior written approval of COB.
- Any information or data delivered to COB in response to this RFP will not be returned.
- COB reserves the right to negotiate with any Consultant prior to and /or subsequent to any contract award.
- 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 propriety will not be honored.
- 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.

- 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.
- COB reserves the right to waive any defect or irregularity in any proposal procedure.
- COB reserves the right to request additional information or clarification of a Consultant's proposal. The Consultant's cooperation during the evaluation process in providing COB 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.
- Consultant acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration.