

Request For Proposal

**Directional Boring for Langley
Ave. Fiber Project**

*City of St. Joseph, Department of Public Works,
1160 Broad Street St. Joseph, MI 49085*

I. Purpose

This Request for Proposal (“RFP”) is to provide interested area **Contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for directional boring and 2” communications conduit placement that will be suitable for fiber optics cable, along Langley Ave. St. Joseph Michigan

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the Bidder will be significant factors in award of this contract. Final decision on selection of the Bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at www.sjcity.com, or mailed by contacting the City Clerk.

REQUEST FOR PROPOSAL: Directional Boring for Langley Ave. Fiber Project
CLOSING DATE AND TIME: 3:00 pm, September 13, 2022

II. Scope of Work, Term, and Bid Specifications:

Directional bore and place approximately 1500' of 2" communications conduit that will be suitable for fiber optics cable and pull tape along the west side of Langley Ave at a depth of approximately 18". This conduit will go between the handhold on the south side of Pearl Street, through two (2) City supplied and installed handholds and terminate at the communication manhole in the center of the Box Factory's parking lot entrance drive (see attached map attached as Exhibit 1).

The successful bidder must follow all state and local codes, OSHA safety requirements, industry best practice standards and EPA regulations on this project.

Along with the manufacturer's warranties, the successful bidder must provide at least a one-year workmanship warranty.

III. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Mike Christensen, Facilities Manager at (269) 930-4408. To schedule an appointment to see the job site, contact Mike Christensen by email at: mchristensen@sjcity.com ; or by telephone at (269) 985-0310 (Office) or (269) 930-4408 (Mobile).

IV. Addenda

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

V. Instructions to Bidders

Sealed bids are due at the at the St. Joseph City Clerk's Office no later than **3:00 pm, September 13, 2022**

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: City Clerk
Re: **Directional Boring for Langley Ave. Fiber Project**
700 Broad Street
St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will be returned unopened.

VI. Incurring Costs

The City is not liable for any costs related to Bidder's preparation of their proposal.

VII. Withdrawal of Proposal

Any Bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

VIII. Opening of Proposals

Proposals will be opened publicly at **3:00 pm, September 13, 2022** in the City Hall Commission Chambers, 700 Broad Street, St. Joseph, Michigan.

IX. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the September 26, 2022 City Commission meeting.

X. Negotiations

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

XI. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

This project will require a performance and payment bond covering the entire amount of the contract price, which shall become binding upon the award of the contract.

The successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.

• **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Bidder's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. The stated insurance requirements should not be interpreted to limit the liability of the successful bidder. Coverage shall be maintained throughout the term of the agreement.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

XII. Nondiscrimination

The successful bidder shall not discriminate in its provision of accommodations or services, nor against an 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, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the agreement.

XIII. Payment Terms:

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.

XIV. Agreement

The award of the contract for services is based upon the draft contract form attached. Please explain in detail any provisions that would need to be changed, added, or deleted in the proposal submission. **CITY OF ST. JOSEPH
AGREEMENT FOR _____ WITH [CONTRACTOR]**

This _____ **Agreement** ("Agreement") dated this ____ day of _____, 2022 by and between the **City of St. Joseph** of 700 Broad Street, St. Joseph, Michigan, a Michigan municipal

corporation ("CITY") and [Contractor] of [address] a Michigan corporation authorized to conduct business under the laws of the State of Michigan ("CONTRACTOR").

AGREEMENT

WHEREAS, in accordance with the City's purchasing policy, the CITY issued a Request for Proposal ("RFP") for the Langley Ave. Fiber Project; and

WHEREAS, the CITY opened proposals on _____, 2022, including one submitted by CONTRACTOR dated _____, 2022 ("Proposal" attached in part as Exhibit 2); and

WHEREAS, the CITY found CONTRACTOR the most responsible and responsive bidder and accepted its proposal by approval of the City Commission on _____, 2022.

THE PARTIES AGREE AS FOLLOWS:

- 1. Services Provided, Terms and Conditions.** The services to be provided are for directional boring and placement of communications conduit as described more fully in the RFP, attached and incorporated as Exhibit 1. ("Services"). All terms and conditions of the RFP are fully incorporated into this Agreement by reference, unless otherwise specifically modified by the accepted Proposal, which is attached and incorporated as Exhibit 2, or stated otherwise in this Agreement. In the event of conflict, the terms of the documents shall prevail in the following order: Agreement, Proposal, RFP.
- 2. Payment for Services.** CITY will pay CONTRACTOR for Services in the amount of _____ within thirty (30) days upon final completion and acceptance of the work and receipt of an acceptable invoice.
- 3. Term.** CONTRACTOR will begin services immediately upon execution of this Agreement and complete services no later than _____, 2022. CONTRACTOR shall communicate and coordinate with the Facilities Manager Mike Christensen and other CITY staff as directed.
- 4. Laws, Rules and Regulations.** CONTRACTOR must abide by all applicable federal, state and local laws, rules, and regulations in the performance of this Agreement.
- 5. Licensing and Permits.** To the extent that any federal, state, or local licenses, registrations, or permits are required, CONTRACTOR shall obtain and maintain the same during the term of this Agreement.
- 6. Independent Contractor Relationship.** The parties agree that CONTRACTOR an independent contractor, and that neither CONTRACTOR nor its employees or contract personnel are, or shall be deemed to be, employees of the CITY for any purpose for services performed under this Agreement, including but not limited to worker's compensation, unemployment compensation, insurance, or fringe benefits.

- 7. Safety.** CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions in connection with the Services. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all persons, property, equipment, or materials on the worksite or who may be affected by the services performed under this Agreement.
- 8. Damages.** All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable, shall be remedied by CONTRACTOR at its expense, to the extent it caused the damage, injury or loss.
- 9. Indemnification.** CONTRACTOR agrees to hold harmless, defend and indemnify the CITY, its elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and its volunteers from and against all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the CITY by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, that arise out of or is in any way connected with CONTRACTOR's, performance of or failure to perform the services under this Agreement, including intentional misconduct.
- 10. Warranty.** CONTRACTOR shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommended procedures for performing the services that meet generally acceptable professional standards of the industry.
- 11. Insurance.** During the term of this Agreement, CONTRACTOR shall maintain all insurances and bonds required as set forth in the RFP.
- 12. Default.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- 13. Entire Agreement.** This Agreement contains the entire agreement of parties, and there are no other promises or conditions in any other agreement, oral or written, concerning the subject matter of this Agreement.
- 14. Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

- 15. Amendment.** This Agreement may only be modified or amended in writing signed by both parties.
- 16. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan. In the event of a dispute, the parties agree that jurisdiction and venue shall be in state court located in Berrien County, Michigan.
- 17. Waiver.** The failure to enforce any provision in this Agreement shall not constitute a waiver or serve as a bar to the enforcement of that provision or of any other provision in this Agreement. The waiver of a breach of any provision in this agreement must be in writing.
- 18. Notice.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 19. Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- 20. Nondiscrimination.** CONTRACTOR shall not discriminate in the provision of services or accommodations, or against an 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, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

CITY OF ST. JOSEPH

CONTRACTOR

By: _____
John Hodgson, City Manager

By: _____
, Its:

Approved as to form:

By: _____
Laurie Schmidt, City Attorney