

**Professional Service Consulting for Tiscornia  
& Paddler Parks Master Plans**

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

## I. Purpose

**The City of St. Joseph is accepting proposals for the Tiscornia and Paddler Parks Master Plans project.** This Request for Proposal (“RFP”) is to provide interested area Consultants with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for the Tiscornia and Paddler Parks Master Plans.

Favorable pricing will be one element of the selection process, but the professional experience of the firm, qualifications, experience and ability of assigned staff, completeness of the proposal, 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](http://www.sjcity.com), or mailed by contacting the City Clerk.

**REQUEST FOR PROPOSAL: Tiscornia and Paddler Parks Master Plans Project**

**CLOSING DATE AND TIME: August 16, 2022, 3:00 pm,**

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

The chosen candidate will be responsible for:

- Assisting the City with defining its program and goals for two (2) parks. (4-5 meetings with City Staff and the Parks Board)
- Facilitating public input meetings (2 or more meetings)
- Providing conceptual plans and color renderings for Tiscornia and Paddler Parks master plans and improvements.
- Perform an environmental impact study of Tiscornia park
- Providing an opinion of future construction costs of proposed improvements

### **Project Description:**

**Tiscornia Park** (80 Ridgeway Dr): is a sixteen (16) acre park with beach frontage situated on the shores of Lake Michigan, offering several amenities to both visitors and residents. The beach and designated swimming area are accessed from the parking lot by several paths and trails. The park also provides parking and easy access to the iconic St. Joseph inner and outer lighthouses.

**Paddler Park** (213 Upton Dr): is the City’s newest park dedicated as such by the City Commission in April of 2021, and is a quarter (.25) acre park with frontage on the St. Joseph River. This site was occupied by the City water tower for more than 30 years before it was removed in 2010; the concrete footings on which it stood still remain.

The City of St. Joseph intends to make future improvements to Tiscornia and Paddler parks, and the objective is to develop a master plan for each that will accomplish the following:

1. Provide amenities to enhance the two (2) parks to accommodate multiple recreational opportunities
2. Create non-motorized connections
3. Complement adjacent off-site uses
4. Provide means for universal access
5. Create a means for the appreciation and protection of the site's natural resources
6. Create an identity for the parks
7. Develop a logical framework for the design of the parks
8. Develop a design that strives to maximize the best use of property and space
9. Develop a design that will serve to promote the two (2) parks as community-wide destinations
10. Conduct public meetings to gain input from residents, park users, and nearby businesses

**Instructions:** To achieve a uniform review process and a degree of comparability, the proposals should consist of an organized 8 ½" x 11" document containing all of the following:

- **Completed *Proposal Form for Design Services*.** Document is attached.
- **Title Page and/or Cover Letter**

Show the proposal title, the name of the firm, address, telephone number(s), email address, name of primary contact person, the date, and other relevant company information. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, email address, and telephone number(s). Include a list and contact information for any proposed sub-consultants and the work they will perform.

- **Experience and Examples**

Describe your firm's experience in the required areas of expertise, and its ability to provide the needed services for the City. Include examples for which your firm has supplied the same or similar services for other municipalities. Provide up to three experience summaries describing similar work and identify client reference contact information.

- **Key Staff**

Identify the designated project manager or primary contact and key supporting staff, along with their availability, specific experience based on the themes of study, and capacity to provide the requested services. Only provide and clearly state the person(s) assigned to oversee the project and those who will be actively involved in executing the project. Include resumes for each of the individuals and clearly identify any sub-consultants and their role in the project.

- **Scope and Approach**

State the services your firm/team is proposing to provide. Describe the process and timeline that would be utilized to complete the project.

- **Cost**

Provide a lump sum fee computation broken down by major work task. Provide an hourly fee

schedule for the personnel involved in the project

- **Anticipated Schedule:**

Proposals due: **August 16, 2022 3:00pm**

Contract awarded: **August 22, 2022**

Tentative project completion date: **May 1, 2023**

### **III. Issuing Officer, (Point of Contact)**

Questions regarding the project may be directed to Public Works Director Greg Grothous 269-985-0309 or [ggrothous@sjcity.com](mailto:ggrothous@sjcity.com).

### **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**

- 1) Sealed bids are due at the St. Joseph City Clerk's Office no later than **3:00 pm, Tuesday August 16, 2022**.
- 2) Sealed bids 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:

City of St. Joseph

Attention: City Clerk

Re: **Tiscornia and Paddler Park Master Plans**

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 proposal preparation.

### **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 and evaluated as soon as practical after the closing date.

## **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 August 22, 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 the City's best interest.

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

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

During the term of the services provided as part of this RFP, 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.
- **Professional Liability** in an amount not less than \$2,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

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, and shall be considered primary.

The stated insurance requirements should not be interpreted to limit the liability of the successful bidder.

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 agree not to discriminate in the provision of accommodations or services, 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 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  
DRAFT AGREEMENT FOR TISCORNIA AND PADDLER PARKS MASTER PLANS  
WITH [CONSULTANT]**

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 [CONSULTANT] of [address] a Michigan corporation authorized to conduct business under the laws of the State of Michigan.

**AGREEMENT**

**WHEREAS**, in accordance with the City’s purchasing policy, the CITY issued a Request for Proposal (“RFP”) for the Tiscornia and Paddler Parks Master Plans Project; and

**WHEREAS**, the CITY opened proposals on \_\_\_\_\_, 2022, including one submitted by CONSULTANT dated \_\_\_\_\_, 2022 (“Proposal” attached in part as Exhibit 2); and

**WHEREAS**, the CITY found CONSULTANT 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 CONSULTANT 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.** CONSULTANT will begin services immediately upon execution of this Agreement and complete services no later than May 1, 2023. CONSULTANT shall communicate and coordinate with the Director of Public Works Greg Grothous and other CITY staff as directed.
4. **Laws, Rules and Regulations.** CONSULTANT 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, CONSULTANT shall obtain and maintain the same during the term of this Agreement.
6. **Independent Contractor Relationship.** The parties agree that CONSULTANT an independent contractor, and that neither CONSULTANT 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.** CONSULTANT shall be solely responsible for initiating, maintaining, and supervising all safety precautions in connection with the Services. CONSULTANT 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 CONSULTANT, or anyone for whose acts CONSULTANT may be liable, shall be remedied by CONSULTANT at its expense, to the extent it caused the damage, injury or loss.
9. **Indemnification.** CONSULTANT 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, including reasonable actual attorney fees, 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 CONSULTANT's, performance of or failure to perform the services under this Agreement, including intentional misconduct.

- 10. Warranty.** CONSULTANT 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, CONSULTANT 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. Attorney Fees.** In the event that any actions filed in any court as a result of the breach of this agreement by the CONSULTANT, in addition to all the sums that the CONSULTANT may be called upon to pay for said breach, it is also responsible for all the actual reasonable attorney fees and costs of the CITY in pursuing the litigation.
- 14. 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.
- 15. 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.
- 16. Amendment.** This Agreement may only be modified or amended in writing signed by both parties.
- 17. 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.



- 18. 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.
- 19. 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.
- 20. 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.
- 21. Nondiscrimination.** CONSULTANT 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**

**CONSULTANT**

By: \_\_\_\_\_  
John Hodgson, City Manager

By: \_\_\_\_\_  
, Its:

Approved as to form:

By: \_\_\_\_\_  
Laurie Schmidt, City Attorney



**Proposal Form for Design Services**

**Proposal Form for Design Services  
City of St. Joseph  
Tiscornia and Paddler Parks Master Plans**

Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Total Not-to-Exceed Cost: \$ \_\_\_\_\_

**Proposal Deadline: 3:00pm Tuesday, August 16, 2022**

**Proposals shall be delivered or mailed to:**

City of St. Joseph  
Attention: City Clerk  
**Re: Tiscornia & Paddler Parks Master Plans**  
700 Broad Street  
St. Joseph, MI 49085

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_