



City Clerk

NOTICE

Thank you for your inquiry regarding the City of St. Joseph project listed below:

GENERAL ENGINEERING CONSULTING SERVICES
ENGINEERING RETAINER

If your firm plans to bid on this project, please send an e-mail response to City Clerk abishop@sjcity.com and City Engineer tzebell@sjcity.com with the following information:

Consultant Name: _____

Project Name: _____

Consultant's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of St. Joseph Engineering and Clerk Departments will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of St. Joseph, you will not receive any follow-up notification of any changes to the project.

Request for Proposals

I. Purpose

This Request for Proposals (“RFP”) is to provide interested Civil Engineering Consulting firms (Consultant) with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for General Engineering Services/Engineering Retainer.

Favorable pricing/hourly rate structure will be one element of the selection process, but the breadth of expertise, experience of the Consultant, qualifications, experience and ability of assigned staff, and proximity of the Consulting firm to the City will be significant factors in award of this agreement. Final decision on selection of the Consultant for the general engineering services 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: General Engineering Services/Engineering Retainer

CLOSING DATE AND TIME: **3:00 pm Tuesday, August 9, 2022**

II. Scope of Work:

It is the City’s desire to select a highly qualified Consultant able to provide a high level of expertise and perform various civil engineering and architectural tasks on an as needed basis to the City of St. Joseph. It is expected that the design Consultant selected through this RFP will be the primary engineering Consultant for the following services;

- A. Infrastructure, including roadways, sanitary sewer, storm sewer and water utilities
- B. Opinions of Probable Project Cost;
- C. Grant preparation and assistance;
- D. Inspections and evaluations of existing facilities and structures;
- E. Write or review descriptions for easements or land acquisitions required for various private and City projects, and such other herein unclassified surveying and engineering services as the City may from time to time require;
- F. Day-to-day consultation and advice concerning City projects, as requested by City Engineer or other authorized City staff, which is outside the scope of the monthly consultation retainer described in Section II;
- G. Other services as requested by the City;

The City reserves the right to request outside proposals for any project, at its discretion. The City anticipates issuing RFPs for services of \$20,000 or more. However, this does not preclude the City from issuing RFPs for services in any amount, or for any reason.

III. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Tim Zebell, City Engineer at (269) 985-0339.

IV. Addenda

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

V. Instructions to Consulting Firms

Interested Consulting Firms should submit the following, minimum information.

- Qualifications and experience of the of the Consultant
- Qualifications of staff, experience, and location of home office of employees that will be called upon to work on City projects
- Consultant's primary point of contact
- Consultant's secondary point of contact
- Hourly Rate and Fee Schedule
- Any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of a lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

Please include three hard copies and an electronic version of the same.

Sealed proposals are due at the at the St. Joseph City Clerk's Office no later than **3:00 pm Tuesday, August 9, 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: **General Engineering Services/Engineering Retainer**
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 respondents' preparation of their proposal.

VII. Withdrawal of Proposal

Any Consultant 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 Tuesday, August 9, 2022** in the City Hall Commission Chambers, 700 Broad Street, St. Joseph, Michigan.

IX. Evaluation of Proposals

Evaluation of the proposals shall be the responsibility of City Staff and the City of St. Joseph City Commission. The City may or may not conduct formal interviews at its discretion, therefore Consultants are encouraged to take maximum advantage of representing the qualities of their firm through its proposal presentation.

It is the intent of the City to recommend award at the August 22, 2022 City Commission meeting after a thorough evaluation of the proposals.

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. Agreement

The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid? If no, please explain in detail any provisions that would need to be changed, added, or deleted in the proposal submission.

CITY OF ST. JOSEPH REQUEST FOR PROPOSALS

I the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of St. Joseph in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF ST. JOSEPH ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", at a rate of \$500 per month.

I commit to providing professional services over the timeframe indicated in the draft agreement.

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of St. Joseph. I further state that I have not communicated with nor otherwise colluded with any other person or Consultant, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of St. Joseph that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Signed: _____ Name: _____

Title: _____ Date: _____

Consultant Name: _____

Address: _____

Telephone: _____

DRAFT
ENGINEERING CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the City of St. Joseph, a Michigan municipal corporation with principal office located at 700 Broad Street, St. Joseph, Michigan 49085 (CITY), acting by its duly authorized officials, hereinafter referred to as the CITY, and being the party of the first part of this Contract, and _____, acting through its duly authorized officer, hereinafter referred to as the CONSULTANT, and being the party of the second part of this Contract;

WHEREAS, the City requires various engineering, architecture, and surveying services for which the CONSULTANT has met the prequalification requirements to perform on CITY projects; and

WHEREAS, the person with authority to authorize Engineering work for the CITY is the City Commission through the City Manager or their designee; and

WHEREAS, this authorization shall be interpreted and acted upon in accordance with the then-current City of St. Joseph Purchasing Policy and shall be by written directive from the City Manager or their designee to authorize Engineering work; and

THE PARTIES AGREE AS FOLLOWS:

Section I. Engineering Services Overview

The CONSULTANT shall provide engineering services to the CITY either through the monthly retainer or through a written proposal, including costs, special conditions and schedules for all project-specific services which exceed \$5,000. The City Manager or their designee may authorize work up to \$20,000. All proposals exceeding \$20,000 shall be approved by the City Commission, in accordance with the City of St. Joseph Purchasing Policy.

Fees for project-specific services will be in compliance with industry recognized standards as defined by the latest ASCE Manuals and Reports on Engineering Practice No. 45 or other authoritative source mutually agreed upon by both parties. A separate agreement between the CITY and CONSULTANT shall be executed for all projects that exceed \$5,000. These cost thresholds are in accordance with the current City of St. Joseph Purchasing Policy and will be considered to be automatically amended to be in accordance with any future amendment to the Purchasing Policy.

Generally, the CONSULTANT will be the primary engineering CONSULTANT for the following services:

- A. Infrastructure consultation and planning, including roadways, sanitary sewer, storm sewer and water utilities
- B. Opinions of Probable Project Cost;
- C. Grant preparation and assistance;
- D. Inspections and evaluations of existing facilities and structures;
- E. Write or review legal descriptions for easements or land acquisitions required for various private and CITY projects, and other surveying and engineering services as the CITY may from time to time require;

F. Day-to-day consultation and advice concerning CITY projects, as requested by City Engineer or other authorized City staff, which is outside the scope of the monthly consultation retainer described in Section II;

G. Other services as requested by the CITY;

The list of duties and responsibilities included in this Agreement is not meant to be exhaustive and does not relieve the CONSULTANT of any responsibilities assigned as part of this Agreement or any other agreement between the parties.

In any event, the CITY reserves the right to request outside proposals for any project, at its discretion.

Section II. General Engineering Consultation Compensation - Monthly Retainer

The CITY employs a City Engineer, Assistant City Engineer and Public Works Director to handle day-to-day public infrastructure matters. From time to time, City staff may desire additional expertise and call upon the CONSULTANT for consultation services on a specific item. The CITY will compensate the CONSULTANT at the rate of \$500 per month for requested engineering consultation services, including time expended by the CONSULTANT's Engineer for routine matters, consultation with City staff, brief site investigations, phone calls, e-mail communications, etc., such services to be recorded by the CONSULTANT in 1/10 hour increments at the approved rate set forth in the fee schedule described below, and charged against the monthly retainer. The CONSULTANT shall not exceed the monthly retainer without the City's preapproved authorization. The CONSULTANT shall not charge for services performed at its own discretion or without CITY approval including but not limited to site visits, telephone calls, email communications and attendance at City Commission meetings.

The CONSULTANT shall provide the City with a fee schedule before July 1st of every year, which includes hourly rates for each staff position for Engineering Consultation services, and remain in effect July 1st through June 30th of the following year. The current fee schedule is attached and incorporated as Appendix A, and shall remain in effect until June 30, 2023.

The CONSULTANT shall submit monthly detailed invoices to the City Finance Office and City Engineer, including description, date, duration and staff for each service item billed; these invoices shall also summarize the budget balance for each month. Invoices will be paid in a timely manner in accordance with the CITY accounts payable schedule.

If at any time, an item-specific expenditure for services exceeds \$5,000, the CONSULTANT will provide the CITY with a written proposal before any additional work on said item may commence. Items authorized for additional services shall be subsequently reclassified as projects.

Section III. Project Engineering Compensation

The CONSULTANT shall submit monthly detailed invoices to the City Engineer, including description, approved budget, current billing and budget remaining for each approved engineering sub-category; additional detailed supporting documentation shall be included with each invoice, as determined by the City Engineer in consultation with the CONSULTANT. Invoices will be paid in a timely manner in accordance with the CITY accounts payable schedule.

Separate invoices shall be generated for each project which includes group charges for each defined phase. Supporting documentation of hourly charges and descriptions of tasks performed by personnel assigned to the project shall be provided upon request.

The CONSULTANT shall provide the CITY with a list of staff assigned to each project and their

qualifications. The CITY reserves the right to approve assigned staff. The CONSULTANT's regular consulting staff and their qualifications are attached as Appendix B.

Section IV. Term and Termination

The term of this Agreement shall commence immediately upon execution and shall continue until June 30, 2024. This agreement may be extended for three 2-year extensions. Contract extensions are subject to prior City Commission approval.

This Agreement may be terminated with or without cause by any party upon 30 days' written notice to the other party.

Section V. Duty/Responsibility of Consultant

The CONSULTANT shall perform its duties and responsibilities using the ordinary and customary skill used by members of its respective professions. The list of duties and responsibilities included in this Agreement is not meant to be exhaustive and does not relieve the CONSULTANT of any responsibilities assigned as part of this Agreement or any other agreement between the parties.

Section VI. Liability of Consultant

This Contract shall not be deemed to be a third party beneficiary Contract or a Contract for the benefit of any other party. Unless otherwise provided herein, the CONSULTANT shall have no liability or responsibility to the CITY for any acts, errors, mistakes or omissions of others.

Section VII. Insurance

A. Insurance Requirements.

During the term of this Agreement the CONSULTANT shall procure and maintain the following insurance coverage with companies authorized to conduct business in the State of Michigan and satisfactory to the City:

- i. Worker's Compensation Insurance, including employers' Liability coverage, in accordance with Michigan law.
- ii. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: i.) contractual liability, ii.) Products and Completed Operations, iii.) Independent Contractors Coverage, iv.) Owners and Contractors Protective Liability Coverage v.) Broad form general liability extensions or equivalent.
- iii. Motor Vehicle Liability Insurance, including Michigan No-Fault coverage, with limits of liability not less than \$3,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.
- iv. 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.

B. The CONSULTANT's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. Coverage shall be maintained throughout the term of the agreement. The stated insurance requirements shall not be interpreted to limit the liability of CONSULTANT.

- C. 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.
- D. 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 including members, employees and volunteers thereof.
- E. The CONSULTANT shall furnish to the City Certificates of Insurance evidencing the insurance required above is in full force and effect.

Section VIII. Hold Harmless and Indemnification

To the fullest extent allowed by law, the CONSULTANT shall hold harmless and indemnify the CITY, its elected and appointed officials, agents, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and its volunteers from and against any and all actions, suits, damages, judgments, losses, costs, expenses, actual reasonable attorney fees and consequences of any liabilities for property damage or bodily injury up to an including death, that are related to, may arise, or alleged to arise, directly or indirectly, from CONSULTANT's, its officials, employees, contractors, agents, and/or assigns negligent acts, omissions, breaches or defaults related to its services provided to CITY that is directly or indirectly related to this Agreement.

Section IX. Nondiscrimination

The 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.

Section X. Private Development/Conflict of Interest

The CONSULTANT recognizes that the CITY is their primary client within the geographic area of the City of St. Joseph, including those areas conditionally transferred to the City of Benton Harbor pursuant to the Development Cooperation Agreement Among Benton Harbor, St. Joseph, and Harbor Shores Community Redevelopment Inc., dated November 3, 2005. Prior to the CONSULTANT providing any private development engineering services within the City the CONSULTANT must notify the CITY Engineer of such arrangement. If a conflict is determined to exist the parties will mutually agree on how to proceed.

Section XI. Ownership of Documents

Final and draft plans, drawings, specifications and other documents prepared in connection with the above services and in conjunction with all prior service contracts between the CONSULTANT and the CITY belong and remain the property of the CITY. The CONSULTANT may retain a copy of plans, drawings, specifications and other documents it prepares.

The CONSULTANT shall provide the CITY a reproducible set of final plans, drawings, and specifications to the CITY upon completion. The CONSULTANT shall provide the CITY As-Built/recorded drawings for all completed projects, in both hard copy and electronic versions. Electronic copies of all data generated on behalf of the CITY whether job-specific or not, shall be delivered to the CITY. These electronic files shall include complete CAD files, data sets, PDF version and come complete with all associated data.

The CITY shall have the right to use all plans/documents as determined by the CITY, without approval from the CONSULTANT. The CITY may authorize use of such documents, drawings, reports and other documentation.

All documents, including data stored in electronic format are not intended or represented to be suitable for reuse by CITY or others on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

Section XII. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provision shall be deemed to be in full force and effect as if it had been executed by both parties subsequent to the expungement of the invalid provision.

Section XIII. Entire Agreement.

This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

Section XIV. Successors.

The CITY and the CONSULTANT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign this Agreement without the written consent of the other.

Section XV. 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 any other provision in this Agreement. The waiver of a breach of any provision in this Agreement must be in writing.

Section XVI. Governing Law This Agreement shall be governed by the law of the State of Michigan. The CONSULTANT shall comply with all federal, state and local laws, rules and regulations. In the event of a dispute, the parties agree that jurisdiction and venue shall be in state court located in Berrien County, Michigan or federal court located in the Western District of the State of Michigan.

Section XVII 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.

Section XVIII. Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section XIX. Digital Signatures

The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Contract may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

Section XX. Representations

Each person signing this Agreement represents and warrants that they are duly authorized to enter into this Agreement on behalf of their respective party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed this _____ day of _____, 2022, and the signatories warrant their authority to bind their principals.

By: _____
John M. Hodgson, City Manager
CITY OF ST. JOSEPH

By: _____
Name/Title
CONSULTANT