



Request for Proposal/Qualifications

**Downtown
Streetscape Design
2023**

*City of St. Joseph
700 Broad Street
St. Joseph, MI 49085*

I. Purpose

This Request for Proposal (“RFP”) is to provide interested firms with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) and Downtown Development Authority (“DDA”) in connection with its needs for **Downtown Streetscape Design for Downtown St. Joseph.**

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, direct 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 the award of this contract. The final decision on the 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 whatever 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 at 269-983-6325 or clerk@sjcity.com.

REQUEST FOR PROPOSAL: **Downtown Streetscape Design**

CLOSING DATE AND TIME: **Tuesday, March 14, 2023, 3PM**

II. About the City of St. Joseph

The City of St. Joseph, with a population of approximately 8,000, is located on the west coast of Michigan. We are part of a “small town” chain stretching from the state line along the beautiful shoreline of Lake Michigan. St. Joseph’s location along the beaches of Lake Michigan and the St. Joseph River, as well as its close proximity to major metropolitan areas such as Chicago, Milwaukee, Indianapolis, and Detroit, makes it a premier tourist destination for visitors throughout the Midwest. St. Joseph’s small-town charm, high quality of life, excellent schools, and site as the headquarters for major employers, i.e., Whirlpool Corporation, make it a wonderful place to live year-round.

The City’s Downtown Vision Master Plan describes St. Joseph as follows:

Situated atop the bluff overlooking Lake Michigan, Downtown St. Joseph is a charming, attractive, and active mixed-use district at the core of the City of St. Joseph, functioning as the cultural and social heart of the community. Located where the St. Joseph and Paw Paw Rivers converge and flow into Lake Michigan, Downtown St. Joseph is a major regional destination in Southwest Michigan for recreation and tourism. This includes major attractions like Silver

Beach, the St. Joseph Lighthouse, the Silver Beach Carousel, Whirlpool Compass Fountain, Krasl Art Center, and Curious Kids' Museum. These attractions are further complimented by a variety of retail, dining, and entertainment options in a beautiful, pedestrian-friendly environment, primarily along State Street. Together, these and other attractions and amenities make Downtown St. Joseph a popular destination.

Although busiest during the summer months, St. Joseph's Downtown remains active year-round as an employment center, cultural center, the county seat for Berrien County, and the center of civic activity within the community. Further, Downtown hosts numerous events and festivals throughout the year, offering residents and visitors unique experiences in a social setting. This makes Downtown more than just a seasonal tourist destination, but also a community gathering space providing a variety of year-round recreation, dining, shopping, entertainment, cultural, and civic experiences for the entire community and beyond.

Downtown St. Joseph is an attractive, lively, and successful urban center, serving as the cultural, civic, and entertainment hub of the City. Maintaining and further enhancing the quality of this area requires a continuous dedication to preserving and enhancing what makes Downtown St. Joseph great

With the creation of the Downtown Vision Master Plan, the City created a blueprint for moving the City of St. Joseph forward. While honoring and embracing the charm and beauty of Downtown St. Joseph, the City and the DDA do hope the Vision articulated will help to drive the City of St. Joseph forward from the perspective of leveraging new development, safe and accessible mobility, contemporary design and quality of life.

III. Project Summary

The City of St. Joseph, MI seeks qualified consultants for professional urban design and community engagement services to prepare a plan to improve the streetscapes and associated public spaces throughout Downtown St. Joseph, to create a more attractive, accessible, sustainable, safe, and economically vibrant downtown.

The consultant will work closely with city staff, the City Commission, the Downtown Development Authority and other relevant stakeholders such as the Parks and Recreation Advisory Board, the Sustainability Committee, St. Joseph Today, the Engineering Department, and the Department of Public Works, and will gather input and feedback from City residents.

Proposals will be accepted from qualified multidisciplinary firms specializing in urban design and landscape architecture with expertise (either in house or with subconsultants) in areas including: economic development, marketing, green streets / infrastructure or another relevant discipline.

As part of the proposal, the consultant is encouraged to leverage their own experience and expertise to make suggestions and or recommendations reflective of their past successes that may not have been directly requested in this RFP. Any additional suggestions and/or proposed steps, actions or deliverables should be identified in the proposal along with associated costs, if applicable.

IV. Project Objectives and Resources

The Downtown Streetscape Design plan will provide the DDA and the City with a strategy and detailed plan for moving forward with improvements to St. Joseph's downtown streetscape, including phasing recommendations and cost estimates.

The consultant should leverage the City's Downtown Vision Master Plan to ensure recommendations are aligned with resident feedback and City plans already in place.

A. Objectives

The consultant should consider the following objectives for this project:

- Support a vibrant, active downtown that accommodates uses across stakeholder groups, enhances economic development, creates a sense of pride in the community, and draws visitors to the City.
- Advance the appearance of downtown St. Joseph, maintaining the feel of the community while creating a more contemporary aesthetic.
- Provide an environment that has the flexibility and adaptability to accommodate multiple and simultaneous uses including walking, biking, gathering, driving, socializing, offering shade, etc.
 - Make downtown more accessible, including updating ADA ramps to comply with current standards.
 - Support cyclists by exploring bike paths, bike parking, and bike repair stations.
 - Incorporate the Social District into the design.
 - Make sidewalks, intersections and crosswalks more pedestrian friendly.
 - Prioritize safe mobility for all downtown users.
- Incorporate landscaping and street trees in a sustainable way while enhancing the overall aesthetic.
- Highlight and enhance key routes up and down the bluff
- Create visual unity and a sense of place.
- Consider changes to public parking design, including ways to plan for the potential of adding paid parking, requiring parking meter kiosks on each block, and the possibility of adding electric car chargers at some point going forward.
- Explore incorporating special features, such as fire pits and public art.

- Create adaptable and interchangeable designs where possible, allowing the city to easily move, replace or update design components.
- Ensure consistency with the downtown Wayfinding and Signage program to provide a seamless downtown experience.
- Consider opportunities for innovative designs, such as woonerfs
- Consider features and designs that allow for events in streets
- Explore opportunities to improve alleys for residents and visitors while keeping them functional for businesses
- Ensure compliance with relevant local regulations including MDOT and the TwinCATS Complete Streets Policy (linked below), etc.

B. Resources Available for the consultant include:

- The Downtown Vision Master Plan
- DDA Map
- LIDAR contour data from Berrien County (available upon request)
- City Utility information in GIS (available upon request)
- Street Light information in GIS (available upon request)
- Parking Lot Conceptual Design (see Appendix B)
- Social District map and information
- TwinCATS Complete Streets Policy
- City of St. Joseph Master Plan
- Stormwater post construction control guidelines (draft, available upon request)

V. Project Scope

The Downtown Streetscape Design project will focus on the majority of downtown including:

- Main Street from the Blossomland
- Bridge to Elm Street
 - Note that Main Street, a primary artery through downtown, is managed by MDOT. Any designs must be consistent with MDOT requirements.
- State Street from Water Street to Elm Street
- Lake Boulevard from Port Street to Park Street
- Port, Ship, Pleasant, Broad, and Elm Streets, from Main Street to Lake Boulevard
- The alleys between Lake Boulevard and State Street and between State and Main Streets
- Water, Vine, Broad, Lake and Park Streets below the bluff

Primary focus should be on the most heavily populated streets and intersections along State Street, Lake Boulevard, and Main Street.

Proposals should include the cost for of doing the full project all at once, along with the cost of doing the work as three projects as follows:

1. State Street and Lake Boulevard and cross Streets and alleys:
 - a. State Street from Water street to Elm Street
 - b. Lake Boulevard from Port Street to Park Street
 - c. Port, Ship, Pleasant, Broad, and Elm Streets, from Main Street to Lake Boulevard
 - d. The alleys between Lake Boulevard and State Street and between State and Main Streets
2. Main Street from the Blossomland Bridge to Elm Street
3. Water, Vine, Broad, Lake and Park Streets 'below the bluff'

There are a number of related efforts in development or upcoming that the consultant should be aware of, including:

- Plans to rehab State Street, possibly as early as Fall 2024 or as late as Fall 2025.
- Main Street – which is an MDOT thoroughfare – is expected to be reconstructed in 2027.
- The City recently began a Wayfinding and Signage program with Corbin Design that will be happening in parallel with this effort.
- The City and the DDA are currently launching a façade grant program and a public space activation program in the downtown.
- The City's Parking Subgroup is actively exploring paid parking in the downtown and plans to hire a consultant to advise the City.
- The City is in the process of rehabbing a parking lot located just outside of the DDA. The design concept for this lot is expected to be reused for the other public lots in the downtown.

VI. Project Phases

The scope of work is expected to develop in phases, generally described below:

Phase 1: Design Concepts

Utilizing the Downtown Vision Master Plan along with other resources the consultant should:

- Develop detailed site plan design concepts, including recommendations for:
 - Street improvements such as parking, sidewalks, curb extensions or bulb/bump outs, and medians.
 - Specific options for types of street furniture, street lights, public art, etc.
 - Improved mobility and safety for pedestrians and bicyclists.

- Green streets/infrastructure concepts such as rain gardens / bioretention areas, pervious paving and flow through planters
- Consider streetscape elements that can assist in supporting and maintaining safety during larger gatherings and events
- Location recommendations for parking meter kiosks, bike racks, street furniture, and any other recommended additions such as public/street art, fire pits or other features.
- Consider the potential impacts of recommendations on City Operations, including trash collection, snow removal, street sweeping, etc. ensuring that standard operations will be practical for any recommendations, or that any changes in operations are directly called out and practical.
- Include short-, mid- and long-term solutions, highlighting priority design changes, considering that the community potentially could do some solutions now while planning further out for larger capital expenditures

Phase 2: Stakeholder Engagement

Review the initial design concepts with key stakeholders and the community to gather input and make adjustments.

- The consultant should recommend the best way for gathering feedback from stakeholders and the public, recognizing the large amount of input already gathered as part of the Downtown Vision Master Plan and the ability to gather some input remotely or online.
- Part of this outreach should include an education module identifying current successful applications and discussing the benefits, challenges and opportunities related to streetscape design.
- Materials – such as image boards, story map, or other exhibits – should be visual and easy to understand and help gather support and input.

Listen to and evaluate all feedback on the initial designs, taking best practices into account.

Phase 3: Draft and Final Recommendations

The consultant should develop an initial plan form draft concept design plan, with supportive details and products, incorporating the City’s objectives, as included above, and stakeholder and community input.

The draft plan should include all recommendations for the downtown streetscape, along with recommended prioritization, phasing for project implementation, benefits to specific user groups, conceptual level cost estimates broken down by elements, options for more affordable or durable alternatives with the corresponding cost impact, and any impact to City operations.

Following discussions and feedback about the initial draft plan, the consultant should prepare a final plan, incorporating feedback from the draft plan and including all recommendations for the downtown streetscape, along with recommended prioritization, phasing for project implementation, benefits to specific user groups, conceptual level cost estimates broken down by elements, and options for more affordable or durable alternatives with the corresponding cost impact, and any impact to City operations.

The consultant should produce detailed renderings for the Downtown St. Joseph streetscape recommendations. These should be designed to an adequate standard with the end use of public and media outreach in mind, as well as utilization for fundraising and / or grant opportunities. All documents and renderings produced should be designed to directly impact the final design of construction documents.

The materials created, including site plans, renderings, product images, and specific design documents will be shared with engineers or contractors the City will partner with in later phases of street rehab work and should be delivered in formats that enable seamless sharing.

The consultant should provide 3 copies of the final plan document in addition to a digital copy, all including relevant attachments and graphics. Graphics should be clear and detailed. The consultant should also provide any GIS data and / or digital maps used in the creation of the plan.

VII. Submittal Requirements

Proposals should demonstrate the qualifications, experience, service level, cost of services, competence, and capacity to satisfactorily implement the Scope of Work outlined in this RFP.

Proposals must include the following information:

1. Cover letter. The letter should include a Project Statement, describing the proposer's understanding of the goals and objectives, as well as the approach and philosophy regarding the project.
2. Firm Background. Full name and address of the firm with a short description of the firm, including the following information:
 - a. Business organization
 - b. Year established
 - c. EIN
 - d. Michigan tax ID number, if applicable
 - e. The firm's legal formation (e.g. corporation, sole proprietor, etc.)
 - f. State of incorporation, if applicable
 - g. List of the firm's officers (up to three)

3. Work Plan. A proposed approach / work plan and timeline for the project. Note that project 1 must be completed by fall of 2023 to stay on track for the State Street rehab work scheduled in 2024.
4. Proposed Project Team Members. Include a description of the organization, an organizational chart, and the primary role and responsibility of each team member. Clearly designate the team leader and primary contact for this project.
5. Individual Experience. Include information on the background of key members and detail their specific contributions to past projects, as related to this project.
6. Specific Project Experience. Provide examples of similar successfully executed government projects.
7. Affirmative statement regarding ability to start upon award of the contract.
8. Additional suggested and/or proposed steps, actions or deliverables which members of the firm deem advisable, along with associated costs, if applicable.
9. References. Include a minimum of three (3) references for similar projects completed within the past five (5) years. Include the name, telephone number and email address for the primary contact, as well as the year the project was completed. List services provided to each client.
10. Compensation/Fees: Provide a complete, detailed breakdown of costs to complete the work as described for each phase, as outlined in this Request for Proposal. Include all staffing necessary to complete the project as outlined above, a standard rate sheet for your firm, and the costs of any additional recommendations submitted in your proposal. All reimbursable expenses should be identified and included. In each task or lump sum, identify the cost for of doing the full project at once, along with the cost of doing the work in three projects as described above.
11. Contract: The award of the contract is based upon the draft contract form in Appendix C. In your proposal, please confirm that this document, as proposed, is acceptable to you. If it is not, please explain in detail any provisions that would need to be changed, added, or deleted.

VIII. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Emily Hackworth, Assistant City Manager at (269) 983-5541 or by email at ehackworth@sicity.com by **4:00 pm Thursday, February 23, 2023.**

IX. Registration and 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.

Interested parties are encouraged to send an email to ehackworth@sjcity.com to register their intent to respond to this RFP. All firms expressing interest will be added to the email distribution list and will be notified if additional information related to the RFP is issued.

X. Instructions to Proposers

Sealed proposals are due at the St. Joseph City Clerk's Office no later than **3:00 pm Tuesday, March 14, 2023**.

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: **Downtown Streetscape Design**
700 Broad Street
St. Joseph, MI 49085

It is the sole responsibility of the Proposer 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.

XI. Incurring Costs

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

XII. 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.

XIII. Opening of Proposals

Proposals will be opened publicly **at 3:15 pm Tuesday, March 14, 2023** in the City Hall Commission Chambers, 700 Broad Street, St. Joseph, Michigan.

The city intends to interview at least three firms **between 3/20 and 4/7/2023**. Proposers should ensure availability during this timeframe.

XIV. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the **April 25, 2023** City Commission meeting.

Favorable pricing will be one element of the selection process, but all of the following factors will be used in evaluating proposals received:

- Previous relevant experience
- Project understanding and approach
- Project schedule
- Strength of team
- Cost

XV. 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.

XVI. 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.

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 \$2,000,000 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 coverage, 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 Insurance** in an amount not less than \$2,000,000 per occurrence and aggregate. If this policy is a "claims" made form, Consultant shall keep the policy in

force, or purchase tail coverage, for a minimum of 3 years after this Agreement terminates.

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. Coverage shall be maintained throughout the term of the agreement. The stated insurance requirements shall not be interpreted to limit the successful bidder's liability.

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

XVII. 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.

XVIII. 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.

Proposal Form: Downtown Streetscape Design for Downtown St. Joseph

Please attach this cover page to your proposal

Contact Information

Business Name: _____

Contact: _____

Phone number: _____ Email: _____

Address: _____

Cost

Full Project at Once: \$ _____

Project 1: \$ _____

Project 2: \$ _____

Project 3: \$ _____


Proposals shall be delivered or mailed to:


City of St. Joseph
Attention: City Clerk
Re: **Downtown Streetscape Design**
700 Broad Street, St. Joseph, MI 49085


Signature: _____

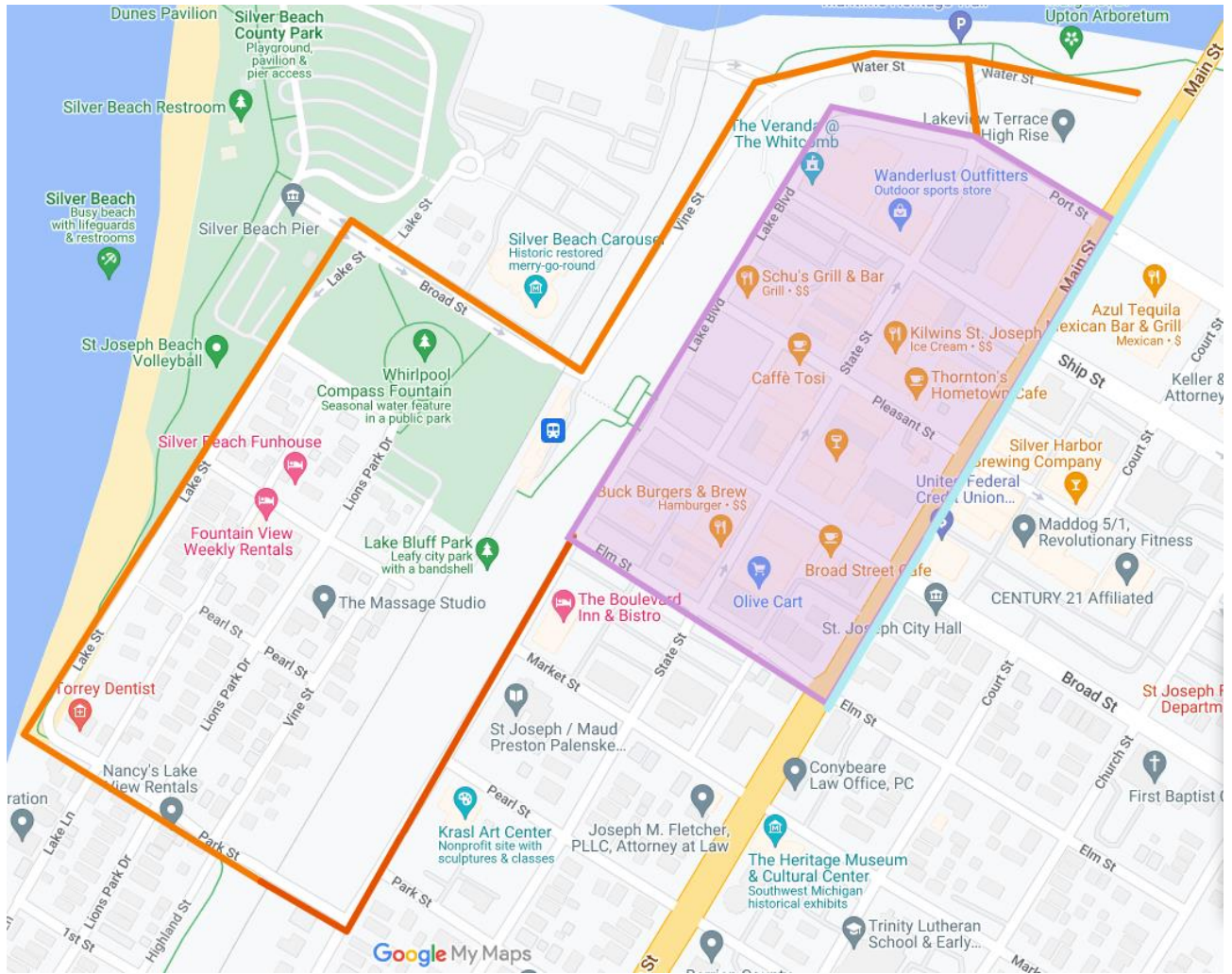
Title: _____ Date: _____

Appendix A: Downtown Streetscape Design Project Area

Project 1: 

Project 2: 

Project 3: 



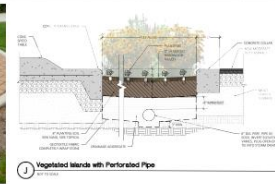
Appendix B: Parking Lot Conceptual Design

PARKING LOT 12 CONCEPTUAL DESIGN

75 Parking Spaces
 7 New On-Street Parking Spaces, 4 Existing
 9'x18' Stalls at 90°
 24' Two-Way Aisles
 Access Drives from Church Street and Pleasant Street

LEGEND

- | | |
|--|--|
| (A) Existing On-Street Parking | (G) New Lighting |
| (B) New On-Street Parking | (H) Potential Future Food Truck Parking |
| (C) New Parking Lot | (I) Vegetated Islands with Perforated Pipe |
| (D) Permeable Pavers in Pedestrian Areas | (J) Potential Future Shuttle Stop |
| (E) Electric Vehicle Charging Station - 2 Spaces | |
| (F) Native Plantings | |



Appendix C

**PROFESSIONAL SERVICES AGREEMENT FOR
DOWNTOWN STREETScape DESIGN**

This **PROFESSIONAL SERVICES AGREEMENT FOR DOWNTOWN STREETScape DESIGN** ("Agreement") effective _____, 2023, is entered into by and between the **CITY OF ST. JOSEPH** of 700 Broad Street, St. Joseph, Michigan, a Michigan municipal corporation ("City"), the **ST. JOSEPH DOWNTOWN DEVELOPMENT AUTHORITY**, a municipally established downtown development authority authorized under Act 57 of 2018, its principal offices located at 700 Broad Street, St. Joseph, Michigan 49085 ("DDA") and **CONSULTANT**, a _____ ("Consultant"), with its principal office located at _____.

RECITALS

WHEREAS, on _____, the City issued a Request for Proposals ("RFP") for professional services for the Downtown Streetscape Design for Downtown St. Joseph (RFP attached and incorporated as Exhibit 1); and

WHEREAS, the City received _____ proposals to the RFP, including one submitted by Consultant, dated _____, 2023 ("Proposal" attached and incorporated as Exhibit 2); and

WHEREAS, the DDA found Consultant to be the most responsible and responsive bidder and accepted its _____ bid proposal, by vote of its Board on _____, 2023, and recommended approval by the City; and

WHEREAS, the City found Consultant to be the most responsible and responsive bidder and accepted its _____ bid proposal, by vote of the City Commission on _____, 2023.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

1. **Description and Scope of Services.** Beginning on or about _____, 2023, Consultant will provide to the City and the Downtown Development Authority professional design services which includes a strategy and detailed plan for moving forward with improvements to St. Joseph's downtown streetscape, including phasing recommendations and cost estimates as further described in the Consultant's Proposal ("Services").

Consultant may employ such other consultants it deems necessary to assist in the performance of its services, subject to the Assistant City Manager's approval.

All design work, including but not limited to plans, specifications, and permit applications shall be preapproved by the Assistant City Manager

2. **Standard of Care.** Consultant, including its officers, agents, employees, contractors, subcontractors, assigns, and those acting under its authority, shall perform the Services using the ordinary and customary skill used by members of their respective professions. The list of duties and responsibilities included in this Agreement is not meant to be exhaustive and does not relieve Consultant of any responsibilities assigned as part of this Agreement or any other agreement between the parties.
3. **Payment for Services.** In exchange for the Services, City will pay compensation to Consultant for Services provided in an amount not to exceed _____ as further described in Exhibit 2, payable as follows upon progress/upon satisfactory conclusion of services: _____.

Consultant shall submit detailed invoices to the Assistant City Manager, including description, approved budget, current billing, and budget remaining for each approved engineering sub-category; additional detailed supporting documentation of hourly charges and descriptions of tasks performed by personnel assigned, as requested, shall be included with each invoice, as determined by the Assistant City Manager in consultation with Consultant. Any requested supporting documentation may be submitted electronically. Invoices will be paid in a timely manner in accordance with the City accounts payable schedule.

Consultant is responsible for and shall pay in a timely manner all fees, charges, and costs associated with, resulting from, or related to agents, employees, contractors, subcontractors, assigns, or others hired by Consultant to provide its required Services, or those caused by or resulting from any failure of Consultant to provide its Services as required under the terms of this Agreement.

4. **Term.** Services shall begin upon execution of this Agreement and meet the timelines set forth in the proposal, with completion no later than _____, 2023. This Agreement will terminate automatically upon satisfactory completion of the project, or upon suspending work and providing the deliverables established in the proposal. However, the expiration or termination of this Agreement shall not release either party from any continuing obligation or liability to the other party, including but not limited to any payment obligation that has already accrued, warranty, insurance, and indemnification.
5. **Laws, Rules and Regulations.** Consultant shall provide its Services in compliance with all federal, state, and local laws, rules, and regulations. Consultant is prohibited from undertaking any activities requiring or in any manner bringing onto the City property

contaminating or hazardous substances, including but not limited to such materials, chemicals, compounds, solvents, or substances that constitute a hazardous substance subject to any federal, state or local environmental laws, rules or regulations.

6. **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.
7. **Ownership of Documents.** Final and draft plans, specifications, reports, and working files, including but not limited to calculations, plans, specifications, construction administration, CAD, and GIS files in an electronic format prepared in connection with the Services will be provided to the City and become the property of the City. All documents will be provided in the time frames set forth in Exhibit 2. Consultant may retain a copy of documents it prepares.
8. **Insurance Requirements.** During the term of this Agreement, Consultant shall procure and maintain the following insurance coverage on an occurrence basis with companies authorized to conduct business in the State of Michigan and satisfactory to the City and the DDA:
 - a. **Worker's Compensation** Insurance, including employers' Liability coverage, in accordance with Michigan law.
 - b. **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 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.
 - c. **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverage, with limits of liability 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.
 - d. **Professional Liability** Insurance in an amount not less than \$2,000,000 per occurrence and aggregate. If this policy is a "claims" made form, Consultant shall keep the policy in force, or purchase tail coverage, for a minimum of 3 years after this Agreement terminates.

The Commercial General Liability and any Umbrella Insurances shall include an endorsement naming as an additional insured the City of St. Joseph and the DDA, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities including members, employees, and volunteers thereof. Consultant's policies of insurance shall be primary and the City's and DDA's policies secondary.

All insurance shall include an endorsement that contains a 30-day advance written notice of policy cancellation, nonrenewal or reduction in coverage to the Assistant City Manager, City of St. Joseph, Michigan. The required insurance coverage shall not be interpreted to limit Consultant's liability.

Consultant shall furnish to City Certificates of Insurance evidencing the insurance required above is in full force and effect.

9. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Consultant shall hold harmless and indemnify the City and the DDA, including its officers, agents, employees, assigns, and those acting under its authority, against any and all claims, actions, suits, liens, judgments, damages, losses, liability, and expenses, including actual and reasonable attorney fees and costs, for property damage or bodily injury up to and including death, that may arise as a result of Consultant's acts, omissions, breaches or defaults liability, claims, losses, demands or actions brought against the City or the DDA and its officers, agents, employees, assigns and those acting under its authority, including those which in any way arise out of or are related Consultant's default, act, or omission that is directly or indirectly related to this Agreement. As referenced in this provision, City, DDA, and Consultant shall include its respective officers, agents, employees, contractors, subcontractors, assigns, and those acting under its authority.
10. **Independent Contractor Relationship.** The parties agree that Consultant is an independent contractor and that neither Consultant nor its officers, agents, employees, contractors, subcontractors, or assigns are, or shall be deemed to be, employees of the City or the DDA for any purpose for services performed under this Agreement, including but not limited to worker's compensation, unemployment compensation, insurance, or fringe benefits.
11. **Confidentiality.** Consultant, and its officers, employees, agents, contractors, subcontractors, assigns, and representatives will not at any time or in any manner, either directly or indirectly, use for their own benefit, divulge, disclose or communicate in any manner any information that is confidential or proprietary to the City or the DDA. Consultant and its officers, employees, agents, contractors, subcontractors, assigns, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
12. **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.
13. **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. Consultant warrants that it is and will remain in

compliance during the term of this Agreement with all federal, state, and local laws, rules and regulations, and licensing requirements. Consultant warrants that it will provide a standard of care equal to, or superior to, care used by service providers similar to Consultant on similar projects in the State of Michigan.

14. **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 30 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.
15. **Rights of Others.** This Agreement does not create rights, claims or benefits inuring to any other person or entity other than the Parties or their successors or assigns, nor does it create any third party beneficiary to this Agreement.
16. **Entire Agreement.** This Agreement contains the entire agreement of parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
17. **Construction of Agreement.** Each Party and its respective legal counsel had the opportunity to review and revise this Agreement and had equal opportunity to negotiate its terms. Neither Party nor their respective legal counsel shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities, or questions of interpretation, the Agreement shall not be construed more in favor of one Party than the other; rather, questions of interpretation shall be construed equally as to each Party.
18. **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.
19. **Amendment.** This Agreement may only be modified or amended in a writing signed by both parties.
20. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan. 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.

- 21. **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.
- 22. **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.
- 23. **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.
- 24. **Nondiscrimination.** Consultant, its officers, employees, agents, contractors, subcontractors, assigns, and representatives, shall not 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 this Agreement.

CONSULTANT

Dated: _____ By: _____

ST. JOSEPH DOWNTOWN DEVELOPMENT AUTHORITY

Dated: _____ By: _____

Philip Kalamaros, Chairperson

CITY OF ST. JOSEPH

Dated: _____ By: _____

John Hodgson, City Manager