

REQUEST FOR PROPOSALS

The city of Algonac, MI is accepting sealed proposals for CONSULTING ENGINEERING SERVICES until TUESDAY AUGUST 27, 2019 at 2:30 in the office of the City Clerk, 805 St. Clair River Drive, Algonac, MI 48001

PROPOSAL SUBMISSION INSTRUCTIONS

Please read carefully. ***Your proposal may be disqualified if not submitted as detailed below.***

PROPOSAL

Your proposal (limited to fifty (50) pages, 8½" x 11", including example materials or additional statements of qualification) must be submitted in a sealed envelope (**NO** fax submissions will be accepted) or other form of sealed packaging and labeled with the following information:

PROPOSAL - Consulting Engineering Services

Name of Company

Date Due: Tuesday, August 27, 2019 at 2:30 pm.

A total of six (6) copies of the proposal shall be provided and include (at a minimum) the following:

- A. Established and former firm names.
- B. Types of service qualified to provide.
- C. Names of principals of the firms and states in which they are registered.
- D. Names of key personnel with experience of each and length of time in organization.
- E. Outside consultants and associates proposed as subcontractor.
- F. List of clients.
- G. Current projects under way and estimate of cost for each.
- H. Specialized experience in municipal work.
- I. Record of firm in accomplishing work on projects in the required time.
- J. Geographic location of the firm and subcontractors relative to Algonac.
- K. Any evidence of professional and/or technical competence.
- L. Experience and qualifications of key personnel to be assigned to the City.
- M. Experience and qualifications of field personnel.
- N. Names and contact information for three (3) references.
- O. Signed Hold Harmless & Indemnity Form

SCHEDULE OF FEES

Your schedule of fees (1 copy) must be submitted in a *separate* sealed envelope and labeled with the following information:

SCHEDULE OF FEES - Consulting Engineering Services

Name of Company

Date Due: Tuesday, August 27, 2019 at 2:30 pm.

Wherever possible, the City prefers to have fees based on a percentage of construction as opposed to an hourly rate or a cost-plus method. In those projects where the fee schedule may vary from the fee schedule provided for City funded construction projects (i.e. State of Michigan or Federal funded projects), a separate fee schedule **must** be provided. The schedule of fees shall include a description of the method of billing for services and desired time frame for payment of billings. The City's normal payment terms are thirty (30) days. Time will be computed from the date work is completed as specified, or from the date correct invoices are received by the City Treasurer.

The schedule of fees of the top three (3) candidates will be opened and reviewed prior to a recommendation for award. All others will be returned unopened after award of the contract.

If the proposal is to be express mailed, "Proposal Documents Enclosed" must be conspicuously marked on the package. *If your envelope is not labeled correctly, **it will not be opened and will be disposed of.*** All proposals, regardless of method used for delivery, are to be delivered to the following address:

**City of Algonac
Office of the City Clerk
Attn: Sam Boelke, City Clerk
805 St. Clair River Drive, Algonac, MI 48001**

All proposals **must** be delivered to the Office of the City Clerk before the due date and time so they can be stamped received. Proposals are considered received when in the possession of the City Clerk. *If your proposal is not received before the due date and time, it will be disqualified and will not be opened or considered.*

The City of Algonac reserves the right to make changes in this Request for Proposal with timely notice to interested consultants. The City reserves the right to reject any or all proposals that are determined not to be in the best interest of the City of Algonac.

All questions regarding this proposal shall be submitted in writing to cityclerk@cityofalgonac.org. No response shall be made to questions received after **5 p.m. on Thursday August 22, 2019.**

CITY OF ALGONAC
REQUEST FOR PROPOSALS CONSULTING ENGINEERING SERVICES

1. Objective

The City of Algonac is requesting proposals from consulting engineers for a variety of engineering services required by the City. Services desired include but are not limited to the preparation of plans, specifications and estimate of costs for construction projects, detailed studies on specific items, updating of master plans for the City's sanitary sewer, water, storm water management, and road systems, conducting investigations, preparation of reports, land surveying activities and construction inspection.

The City is seeking the proposals for the purpose of selection of a preferred consulting engineer consultant to assist the City for the next three (3) years with option to extend one (1) year.

2. Description

The engineering services to be provided are further described as follows:

A. Review, analysis and update of the City's master plans for sanitary sewers, water mains, roads, and storm water management including development of a municipal improvement program and estimates of cost.

B. The preparation of plans and specifications for a variety of civil engineering projects varying in complexity which may include the performance of all necessary field work, design, stake out, construction inspection, project administration and coordination of testing services.

C. The assignment of certified storm water management operators for construction sites as required by the Michigan Department of Natural Resources and Environment.

D. The assignment of certified, trained Soil Erosion and Sedimentation Control staff as required by the Michigan Department of Natural Resources and Environment for "Authorized Public Agencies" and local enforcing agencies in accordance with Part 91 of State Act #451.

E. The assignment of construction inspectors with supporting survey crews as required.

F. Detailed review of plans submitted by private developers in conjunction with a variety of private developments to determine that they are consistent with the standards of the City and to provide approval and certification to this effect.

G. Special engineering reports and studies on a variety of subjects including but not limited to water system losses, road system problems and corrections, the need for signalization of

intersections, local surface and subsurface drainage problems, inflow and infiltration of the sanitary sewer system.

H. Preparation of plans and specifications or review of plans and specifications involving other engineering disciplines including but not limited to buildings, bridges, athletic field and court lighting, street lighting, water and sewer pumping stations, floodplain and backwater analysis, internal building fire protection, heating, ventilating, solid waste disposal, contaminated earth disposal, etc.

3. Requirements

A. Ability to work effectively with City Council, City Administration and other public agencies having an interest in any of the consultant's activities including but not limited to the Road Commission of St. Clair County, the St. Clair County Public Works Office, Michigan Department of Transportation, Federal Highway Administration, Michigan Department of Natural Resources and Environment, and others that may have approving or other related interests in the City's projects.

B. Thorough knowledge of independent testing services and the ability to coordinate and schedule the services as needed by the City.

C. The ability to work with others to assist and accommodate orderly development within the City while minimizing inconveniences and delays.

4. Tasks

Development of Master Plans

Municipal Improvements Program

Participate in the establishment of needs, preparation of estimates of cost and construction schedules as requested.

Construction Projects

Engineering services as requested on projects including but not limited to sanitary sewer, storm sewer, street paving, street resurfacing, water mains, parks, sidewalks, and bridges in accordance with City Standards and procedures.

Plans and Specifications

Preparation of plans and specifications shall include preliminary reports, identification of alternatives, cost estimates, and contract documents. The consultants shall also secure all necessary permits from all approving agencies including but not limited to the Michigan State Department of Environmental Quality, Michigan Department of Transportation, Road Commission of St. Clair County and St. Clair County Office of Public Works.

Supervision and Administration

Contract administration shall require the performance of all general field services required on construction projects such as staking, continuous monitoring of the project, coordination and

supervision of testing services, approval and correction of shop drawings, attendance at meetings, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of final payment.

Supervision and Inspection

Engineering supervision and full-time inspection services shall be provided on all construction work on which this task is assigned to the consulting engineer. Sufficient personnel as agreed upon by the City shall be assigned to the construction project to assure that each element of the project is constructed in keeping with the plans and specifications approved by the City.

As-Built Construction Plans

As-built construction plans reflecting actual field measurements and other records as required by the City shall be furnished to the City on all projects assigned to the consultant. As-built plans shall be provided within 45 days of project completion.

Monthly Status Report

A monthly status report shall be furnished to the City showing all work assigned to the consultant and the current status of the work.

Additional Services

A variety of items of work may be assigned to the consultant at the discretion of the City Manager.

5. Consultant's Proposal

In keeping with the objective, the description, the requirements and the consultant's tasks as indicated, outline in detail how the consultant shall work with the City to fulfill the City's needs. The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Existing "Data Base" and collection of data relative to the City. "Data Base" shall mean all information currently existing within the City of Algonac that will be required to perform the work identified in the Request for Proposals. The consultant's proposal shall identify which information is currently on file at the consultant's office, as well as, the proposed method (and cost to the City, if any) to secure this information from existing City Records.
- D. Compatibility with City's standards, goals, and objectives.
- E. Working relationship between consultant and City staff.
- F. Information that will assist City to determine the consultant's capability of performing the work.

G. The manner in which the work will be performed.

6. Qualifications

A detailed description of the firm's background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key persons that are to be utilized to fulfill the requirements of this contract.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, details of such affiliation shall be furnished along with the same information as required for the principal engineering firm. It is the intent of the Request for Proposals that the same information as is required for the principal engineering firm be provided for each subcontractor or joint affiliation, including but not limited to fee schedules, insurance requirements, and background information.

Some background information should relate to municipal experience for cities similar to Algonac.

7. Insurance Requirements

The Consultant shall not commence work under this Agreement until the required is obtained. All coverage shall be with insurance carriers acceptable to the City. The Consultant shall require each of its subcontractors to maintain insurance as outlined in this Agreement. If any insurance is written with a deductible or self-insured retention, the Consultant shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the Consultant's indemnification of the City. The Consultant and its subcontractors shall procure and maintain during the term of the Agreement made pursuant to the Request for Proposals the following coverage:

- A. *Workers Compensation* Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include a minimum \$250,000 Employers Liability Coverage.
- B. *Commercial General Liability* Insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - i Contractual Liability
 - ii Products and Completed Operations
 - iii Independent Contractors Coverage
 - iv Broad Form General Liability Extensions or equivalent
- C. *Motor Vehicle Liability* Coverage, including Michigan No-Fault Coverage for all vehicles used in the performance of the contract. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Limits of Liability shall not be less than \$1,000,000 per occurrence combined single limit bodily Injury and Property Damage.
- D. *Professional Liability* Insurance, issued on an "occurrence" or "claims made" basis with limits of liability of not less than \$3,000,000 combined single limit bodily injury and property damage.

If written on a claims-made basis, the policy must continue for two years following the termination or end date of this contract.

- E. *Additional Insured.* Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be additional insureds:

"The City of Algonac, including all elected and appointed officials, employees and all other individuals working on behalf of the City."

- F. *Cancellation Notice.* Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of nonrenewal, cancellation, reduction and/or material change shall be sent to: City of Algonac Treasurer, 805 St. Clair River Drive, Algonac, MI 48001.

8. Indemnification - Except Professional Liability

To the fullest extent permitted by law, Consultant expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages based upon any negligent act or omission, or willful or wanton misconduct, or Consultant or anyone acting on Consultant's behalf, in connection with or incident to this Contract or the work to be performed hereunder, except that Consultant shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

9. Indemnification - Professional Liability

- A. Consultant expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages based upon any negligent act, error or omission of Consultant or anyone acting on Consultant's behalf in connection with or incident to this Contract or work to be performed hereunder, except that Consultant shall not be responsible to indemnify the city for any losses or damages to the extent that same are caused by or result from the active negligence of the City or any other person or entity.
- B. To the extent of Consultant's actual degree of fault, the Consultant's obligation to indemnify and hold the City harmless shall include: (i) The obligation to defend the City from any such suit, action or proceeding, and (ii) The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to, costs, attorney fees, and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to Consultant's actual fault.
- C. This indemnification shall not apply to any loss or liability arising from the active negligence or willful or wanton misconduct of the City or its employees, but shall apply to all other losses or liabilities incurred by the City which arise from the Consultant's negligence or are imposed

upon the City by virtue of its relationship with Consultant and there is no active negligence on the part of the City.

- D. Consultant agrees that it will not settle or resolve any claim or action against Consultant based upon its negligence which includes, or may include, a claim or count against the City or its employees without obtaining full and complete release in favor of the City with respect to any and all claims or counts against the City except those based upon the active negligence or willful or wanton misconduct of the City or its employees.
- E. For purposes of the indemnity clauses in Paragraphs 14 and 15 of this Agreement, City shall mean City of Algonac, its elected and appointed officials, employees and volunteers working on behalf of the City; Losses and Liabilities shall mean loss, cost, expense, damage, liability or claims whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Consultant may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss or use thereof; active negligence shall mean all inadvertent acts causing injury to others resulting from the failure to exercise due care; passive negligence shall mean all liability imposed upon one party as a result of: (i) the active negligence of the other party, or (ii) the relationship of the parties where there is no active negligence on the part of the party seeking indemnity.
- F. Consultant and City may agree to arbitrate any disputes with respect to the application of this indemnification clause including, but not limited to, instances where an action is commenced against the City based upon either the active negligence of the Consultant or the passive negligence of the City associated with the Consultant's performance.

10. General Information

The City will not enter into a contract solely on the basis of any response made to this Request for Proposal, or otherwise pay for any information solicited or obtained.

Within ten (10) days of the date of the award of contract the consultant shall execute the consulting agreement for engineering services in the form attached hereto.

The City will require affirmative steps to be taken by the testing engineer for the utilization of DBE/WBE firms for subcontracted services for Michigan Department of Transportation projects.

Further, the City will not be liable for any cost incurred by the consultant in developing proposals relative to its preparation, presentation, or contract negotiations. The consultant must:

- A. Agree that the City reserves the right to terminate the contract at any time within the 30 days with the assurance that the contractor shall be entitled to reimbursement for any services rendered prior to the date of termination.
- B. Provide a statement that the applicant has no conflicting financial or professional interests and is qualified to perform the services. The statement shall indicate that the consulting engineer shall not perform work for private clients within the boundaries of the City of Algonac. If the consulting engineer currently is performing services for a builder, developer, or contractor who is or might be expected to be active in the city of the consultant is currently performing work for private clients within the boundaries of the City of Algonac, the consulting engineer shall provide a detailed listing of this work and the anticipated date of completion.
- C. Agree that the Consultant will be held responsible for additional costs resulting from negligence, mismanagement, delays or improper guidance. When it can be established that the Consultant is at fault, these additional costs will be borne by the Consultant.
- D. Be an Equal Opportunity Employer.
- E. Agree to conform to all applicable laws, ordinances, and statutes of the Federal Government, State of Michigan, and City of Algonac including but not limited to the following:
 - Civil Rights Act of 1964, as amended
 - Davis Bacon Act, as amended (40 USC 327-330)
 - Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (20 CFR-Part 3)

11. Evaluation and Selection

A Committee will evaluate all proposals and will invite the top three qualified firms to an interview. At this point the sealed schedule of fees submitted shall be opened and evaluated. A ranking will be established for the top firms giving consideration to all the pertinent data received and a recommendation for award of the contract will be made to the City of Algonac City Council.

CRITERIA	WEIGHTED VALUE
Ability to perform in a timely manner	10
Ability to meet specialty needs of the City (SAW Grant)	10
References	10
Work experience similar to Algonac	15
Qualifications/experience of personnel	15
Familiarity with Algonac and local governing agencies	20
Fee schedule (top 3 candidates)	20

TOTAL	100
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HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor expressly agrees to indemnify and hold the City of Algonac (City), including all elected and appointed officials, employees all other individuals working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein.

PLEASE PRINT:

CONTRACTOR NAME_____

AUTHORIZED REPRESENTATIVE_____

SIGNATURE_____

CONTRACTOR ADDRESS_____

CITY/STATE/ZIP_____

E-MAIL / WEBSITE_____

PHONE_____

WITNESS_____

DATE_____

This form **must** be completed and returned with your proposal.

CERTIFICATION OF INSURANCE

ALL INSURANCE INFORMATION MUST BE SUBMITTED ON THIS FORM - ANY OTHER FORM IS INVALID

The subscribing insurance company certifies that insurance of the types and limits of liability below have been issued to the insured named below for the policy period indicated. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rate, and when indicated below, an endorsement has been added to the policy in conformance with the additional insured language below.

- 1) The subscribing company agrees to give 30 days prior written notice to the City of Algonac in the event of cancellation or reduction in coverage by the Insurance Company for reasons other than for non-payment of premium.
- 2) The subscribing company agrees to give 10 days prior written notice to the City of Algonac in the event of cancellation by the Insurance Company for non-payment of premium.
- 3) The subscribing company agrees to give immediate notice to the City of Algonac in the event the insured cancels, reduces or materially changes any of the insurance coverages certified below.

Send notices to: City of Algonac 805 St. Clair River Drive Algonac, MI 48001

NAME OF INSURED						
ADDRESS			CITY			
STATE			ZIP		MINIMUM ACCEPTABLE LIABILITY LIMITS: \$3,000,000	
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES		LIMITS	
			EFFECTIVE	EXPIRATION	(in thousands)	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> PROD/COMPLETED OPER. <input type="checkbox"/> X C & U HAZARDS COVERAGE				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL AND ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MEDICAL EXP (Any one person) \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED, NON-OWNED & HIRED				COMBINED SINGLE LIMIT \$ BODILY INJURY \$ PROPERTY DAMAGE \$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION				<input type="checkbox"/> STATUTORY LIMITS \$ <input type="checkbox"/> OTHER THAN STATUTORY \$	

ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY: THE CITY OF ALGONAC, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES AND ALL OTHER INDIVIDUALS WORKING ON BEHALF OF THE CITY.

NAME OF INSURANCE COMPANIES AFFORDING COVERAGE			NAME OF INSURANCE AGENCY		
CO LTR	COMPANY	A.M BEST RATING	ADDRESS PHONE/FAX CONTACT PERSON		

BY: (Authorized Insurance Representative Signature)	PRINT NAME:
TITLE:	DATE:

