

REQUEST FOR PROPOSALS  
OF QUALIFICATIONS AND PRICE  
QUOTATIONS FOR  
PROFESSIONAL ENGINEERING SERVICES

Kimball Township

ST CLAIR COUNTY, MICHIGAN

KIMBALL TOWNSHIP  
2160 WADHAMS RD  
KIMBALL, MI 48074  
810-987-9797

Issue Date: February 21, 2018

Kimball Township Hall, 2160 Wadhams Road, Kimball, MI 48074

Proposal Due Date: March 9, 2018, 2:00pm

Contact: Mr. Robert Usakowski, Township Supervisor

Township of Kimball 2160 Wadhams Road, Kimball, MI 48074 (810) 637-1537

## **1.0 PURPOSE**

The Township of Kimball is soliciting proposals from experienced engineers, consultants, and firms to provide a wide range of ongoing engineering services. The information contained in this request for Proposal (RFP) is provided to give perspective responders background information to allow for the completion of proposals.

## **2.0 INTRODUCTION**

Kimball Township is located in the heart of St Clair County. the Township has a blend of agricultural properties and rural estates west of Wadhams, and residential communities and commercial and industrial areas, east of Wadhams.

The Township is 36 square miles and currently has over 9,250 residents. It is a close knit community of smaller unincorporated Townships within its boundaries including, Smiths Creek, Wadhams and Sparlingville. The main business area is near Wadhams and I-69.

The Township has water and sewer services for most of the Township east of Wadhams Road. The Township purchases its water from the City of Port Huron, and has a vested interest in the wastewater treatment site located in Port Huron.

To continue to support and enhance its small town character, high quality of life and public infrastructure, the Township of Kimball is requesting qualifications and fee schedules from individuals, consultants, or firms to provide ongoing professional engineering expertise to the Township Board, Planning Commission, Zoning Board of Appeals and Township staff.

The Township has a seven member elected Board of Trustees including a Supervisor, Treasurer and Clerk. The Board meets on the first and third Tuesday of each month.

## **3.0 GENERAL INFORMATION**

### **3.1 Right of Rejection**

The Township reserves the right to reject any or all bids/proposals, to waive informalities or irregularities in bids/proposals, and/or to negotiate separately the terms and conditions of all or any part of the bids/proposals as determined to be in the Township's best interest at its sole discretion.

### **3.2 Advice of Omission or Misstatement**

In the event it is evident to a vendor responding to an RFP that the Township has omitted or misstated a material requirement to an RFP and/or services required by an RFP, the responding vendor shall advise the Township Supervisor's Office at (810) 987-9797 of such an omission or misstatement.

### **3.3 Notification of Withdrawal of Proposal**

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the vendors. Proposals submitted become the property of the Township after the proposal submission deadline.

### **3.4 Rights to Pertinent Materials**

All responses, inquiries, and correspondence relating to an RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the proposal shall become the property of the Township after the proposal submission deadline.

### **3.5 Cost of Preparation**

The Township will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the vendors.

### **3.6 Standard Forms**

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from a proposal must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The Township reserves the right to accept or reject in whole or in part any form contract submitted by the vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Township be utilized.

### **3.7 Prime Contractor Responsibilities**

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, the Township of Kimball will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **3.8 Pre-Opening Inquiries/Response**

Any explanation desired by a prospective vendor regarding the meaning or interpretation of an RFP and attachments must be requested in writing and presented to the Township Supervisor's Office. Written

requests may either be mailed or faxed to Township Hall at (810) 982-2342. All responses shall be in writing and shall be furnished to all prospective vendors as an amendment to the RFP. Receipt of all amendments shall be acknowledged upon the proposal by attachment at the time of the submission of the proposal. All amendments shall be signed and dated by the vendor. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

#### **4.0 CONTRACTUAL TERMS AND CONDITIONS**

##### **4.1 Indemnification and Hold Harmless**

A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Township of Kimball and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Township of Kimball and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the Township and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.

##### **4.2 Application Law and Venue**

This agreement shall be construed according to the laws of the State of Michigan. The Township of Kimball and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

##### **4.3 Compliance with the Law**

Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

##### **4.4 Independent Contractor**

The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the Township and shall not be entitled to any fringe benefits received by the Township's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

##### **4.5 Insurance**

The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).

- A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- 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. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor's Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
- E. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's": Township of Kimball, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- F. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Township Supervisor, 2160 Wadhams, Kimball, MI 48074."
- G. Proof of Insurance - The vendor shall provide to the Township of Kimball at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

## **5.0 SERVICES REQUIRED**

### **5.1 Scope of Services:**

The general duties and areas of concern of the Township Engineer include, but are not limited to:

- Attend Township Board meetings as requested.
- Advise, assist and coordinate with Township officials in matters dealing with construction and maintenance work.
- Act as an engineering consultant and technical advisor to Township departments.
- Provide site plan and engineering plan reviews on behalf of the Township in accordance with current Township ordinances and design standards.
- Supervise the preparation of plans, designs and estimates for buildings, sewers, water mains,

pavements, safety paths and other Township improvements.

- Oversee assigned projects to ensure contractor compliance with time and budget parameters.
- Provide specialized engineering advice as requested. Please specify any areas of expertise that your firm has, or any members of your firm that have special qualifications to handle unique Township engineering requirements.
- Provide other services of an engineering nature as may be requested by the Township.

## **6.0 Agreement Terms and Conditions**

The Township of Kimball is seeking a proposal for the term of three (3) years.

## **7.0 PROPOSAL REQUIREMENTS**

**7.1 Format.** The proposal shall be written in 8 ½" x 11" format. A total of nine(8) copies must be received no later than April 4, 2014 at 2:00 P.M. Proposals received after this deadline may not be considered. Proposals shall be delivered in person to Township of Kimball, 2160 Wadhams Road, Kimball, MI 48074 or mailed to Township of Kimball, 2160 Wadhams Road, Kimball, MI 48074

**7.2 Oral Presentation.** Those submitting a proposal may be required to make an oral presentation of their proposal to the Township Board. The presentation provides an opportunity for the Contractor to clarify the proposal to ensure thorough mutual understanding. The Township will schedule such presentations as it deems necessary.

## **8.0 PROPOSAL FORMAT**

As a minimum standard, bidders for this proposal must present evidence that they are licensed and experienced in civil engineering and have served as municipal civil engineers to at least 3 Michigan municipalities for the last 3 years. Responses should include two primary components, a comprehensive statement of qualifications and a complete price quotation. Responding firms are encouraged to include all relevant qualifications related to the performance of municipal services.

Proposals shall include the following information:

## 8.1 Statement of Qualifications

1. Cover Letter
  - a. Name of firm, address, telephone number, fax number, type of firm (i.e., corporation), and name of primary and secondary contacts for the engineering contract.
  - b. Disclosure of any conflict of interests
  - c. Statement that the firm will, within 30 days of award, negotiate and execute a contract for professional services with the Township based on the above scope, prices specified herein, and any other negotiated services required by the Township.
  - d. Letter must be signed by a representative of firm with authorization to bind firm by contract.
2. Firm Background
  - a. Number of years in business.
  - b. Number of staff and staff credentials
  - c. Location of office where Township projects will be designed and managed.
  - d. List all municipal projects completed by firm in last five year's and the dollar value of each of those projects.
  - e. List all municipal projects in progress at the responding firm and the status and estimated dollar value of each.
3. Project Team
  - a. Proposed key firm members to serve the Township and full professional qualifications of each member.
  - b. Organizational plan of team members including primary contacts to the Township
4. Firm Resources

Detail the responding firm's technical capabilities in the following areas:

  - a. CAD (including 3D design software)
  - b. GIS
  - c. Quality control/assurance procedures, including coordination of design disciplines.
  - d. Experience with State and Local Agencies.
  - e. Experience with federal, state and local grants.
5. Financial Resources
  - a. Evidence insurance as described elsewhere in this RFP.
  - b. Provide credit references.
  - c. Provide amount of errors and omissions insurance.
  - d. Claims over the past three years paid against errors and omissions insurance.
6. Firm References
  - a. Provide three references from current clients of your choice
  - b. Provide three letters of recommendation from three unique municipalities or public agencies, not used as references, where your firm completed projects within the last five years. At least one of these municipalities must have a population of over 10,000.
7. Samples
  - a. Provide work samples provided to other municipalities similar to the scope discussed in this RFP.

## **8.2 Fees**

Proposals may include three billing options for planning services: a flat monthly retainer fee, an hourly rate, and a combination of a retainer and an hourly rate. The retainer fee option should be specific as to the services included in that fee. The hourly rate option should detail the rate for each type of service to be provided. The retainer and hourly rate combination should clearly identify those services covered by the retainer and by the hourly rate for other services.

**8.3 Disclosure.** The Township of Kimball expects each potential Engineering Firm or Consultant to identify any potential conflicts of interests and the plan for handling these matters.

**8.4 Omission of Services.** If a respondent believes that some of the services being requested are not necessary please identify those services and reasons for why they should be excluded from the list. Conversely, if a respondent believes that some required services are not included on the list, please identify those services and the reasons why they should be included.

## **9.0 PROPOSAL REVIEW, EVALUATION AND SELECTION PROCESS**

**9.1 Selection.** Selection of an Engineering Consultant will be made at the complete discretion of the Township Board, which reserves the right to accept or reject any and all proposals. All submissions or parts thereof become property of the Township of Kimball and are subject to Freedom of Information Act release.

**9.2 Review.** Proposals will be reviewed and selected by the Township Board of Trustees.

**9.3 Evaluation.** The Township Board will evaluate the proposals based upon your ability to provide the service required, qualifications of personnel assigned, location of the office which will serve the community, compatibility of submission with respect to the Request for Proposals, reference analysis from other communities, and past experience of the firm or individual with the Township of Kimball and/or similar units of local government.

The evaluation will be based on the criteria described above and an evaluation of the following:

- Experience and Qualifications:
  - The Firm (or You, if submitting as an individual);
  - Engineer assigned to the Township of Kimball;
  - Additional staff for support also available to the Township of Kimball;
- Capacity of the firm/individual to provide the services specified;
- Understanding of the scope of services being requested within the RFP;

- Proximity to Community (including ease of availability for Township staff);
- Cost for Services as outlined;
- Potential interview

## **10.0 Timeline**

Wednesday, February 21, 2018	Advertisement and Release of Proposals
Friday, March 9, 2018 – 2:00 p.m.	Deadline for Submission of Proposals
Friday, March 9, 2018 - 3:00 p.m.	Bid Opening
Tuesday, March 20, 2018 - 6:30 p.m.	Board Discussion & Selection
April 1, 2018	Commencement of Services

**NOTE:** The Township reserves the right to modify this schedule at the Township's discretion. Proper notification of changes will be made to all interested parties.