The City of Fenton, Michigan will receive sealed bids at the City Clerk’s Office, 301 South Leroy Street, Fenton, Michigan 48430-2196 for professional engineering services for the City of Fenton, the City of Fenton Downtown Development Authority (“DDA”), and the City of Fenton Local Development Finance Authority (“LDFA”) until November 8, 2010 at 11:00 a.m..

Bids will be publicly opened and read at that time in the conference room of the Fenton City Office, 301 South Leroy Street, Fenton, Michigan. Bids should be submitted in sealed envelopes plainly marked “PROFESSIONAL ENGINEERING SERVICES BID – CITY OF FENTON.”

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in the work of engineering services. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Proposal forms and specifications are on file for the inspection of bidders at the Fenton City Offices, 301 South Leroy Street and copies may be obtained by qualified bidders. Sealed proposals must be submitted on the bid forms furnished by the City.

The City Council reserves the right to reject any or all bids and to accept any bid, or portion thereof, which, in their opinion, is most advantageous to the City.

Michael T. Burns
Assistant City Manager
PART I

GENERAL INFORMATION FOR THE BIDDER

I-1 QUALIFICATION REQUIREMENTS
Bids are solicited only from responsible bidders known to be experienced and regularly engaged work of similar character and scope to that covered in this Request for Bids (“RFB”). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

I-2 BID FORM
Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Bidders not responding to all of information requested in this RFB may have their bids rejected. The City Council reserves the right to reject any and all bids and to accept any bid which, in its opinion, is most advantageous to the City. Bids submitted must remain valid for at least ninety (90) days past the response date provided in this RFB.

I-3 RESPONSE DATE
To be considered, sealed bids must be received at the City Clerk’s Office, 301 South Leroy Street, Fenton, MI 48430, on or before the time specified in the cover letter. The City Clerk’s Office is open Monday thru Friday, excluding holidays, between 9:00 a.m. and 5:00 p.m. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor’s name and “PROFESSIONAL ENGINEERING SERVICES BID - CITY OF FENTON.”

All information submitted in the bid, including but not limited to bid prices, equipment, etc., must remain valid and available for acceptance by the City for at least ninety (90) days past the submission deadline.

I-4 OPENING OF BIDS
All bids received will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to be present.

I-5 REJECTION OF BIDS
The City reserves the right to reject any or all bids, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the City.

I-6 EXPLANATIONS AND ALTERNATE BIDS
Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: Assistant City Manager, City of Fenton, 301 S. Leroy St, Fenton, MI 48430.
No inquiry or request received within three (3) working days of the submission deadline for bidders will be given consideration.

Bidders may provide alternate means of providing the services called for in this RFB at their discretion. This in no way relieves the bidder from providing the responses called for in this RFB. The City is under no obligation to consider any such alternates that may be provided.

I-7 CONTRACT EXECUTION
The bidder to whom the Contract is awarded shall, within 10 calendar days after the notice of award, enter into a written contract with the City. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that bidder.

I-8 INCURRING COSTS
The City is not liable for any costs incurred by contractors prior to the issuance of a contract.

I-9 MATERIAL SUBMITTED
All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.

I-10 LENGTH OF CONTRACT
Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract. The City seeks to have the professional engineering services begin February 1, 2011 and end January 31, 2012 with two one-year options for a possible total of approximately three (3) years, from February 1, 2012 to January 31, 2013 and February 1, 2013 to January 31, 2014, if all extensions are exercised. This contract shall also be subject to annual appropriation by the City Council. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.
II-1 DEFINITIONS

“Bids” – shall be defined as an announcement of terms indicating what items are needed to complete a project.

“Bidders” – shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“City” – shall mean the City of Fenton, the Fenton Downtown Development Authority, and the Fenton Local Development Finance Authority.

“Contract” – shall mean the contract between the City and the Successful Bidder.

“Successful Bidders” – shall be defined as the bidder who is chosen by the City Council to enter into a contract with the City.

These definitions are meant as guides for understanding and are not binding explanations.

II-2 PROJECT NARRATIVE

The City of Fenton is requesting proposals from professional engineering firms able to provide a variety of engineering services to the City, including the DDA and LDFA, as needed. The engineering services desired include, but are not limited to, the provision of technical guidance and advice, development of detailed studies on specific subjects, design of public infrastructure projects, conducting investigations and engineering inspections, preparation of reports and project management, grant material preparation and submittal, attendance at public meetings and hearings, and on-site representation during construction of projects. The City has an aggressive plan to complete street projects (major and local), water, sewer, parks and other civil engineering endeavors. The City currently maintains in excess of 70 miles of streets, including both major and local, operates a state-of-the-art water treatment facility, is a member of the Genesee County sanitary sewer system, and maintains over 180 acres of parks.

Examples of recent engineering projects have included:

- Silver Parkway construction
- Adelaide Street road and sewer reconstruction
- Traffic Light Synchronization
- Water and sewer construction
- Construction of a new water plant
- Paving several local streets throughout the City
- Bridge inspections
- Provision of inspection services for numerous private development projects
Examples of projects anticipated in during the term of the Contract include:

- Continued Road Improvements
- Downtown Complete Street Project
- Silver Parkway Landscaping and Irrigation Project
- Riverbank Stabilization
- Bridge inspections

These examples are not all-inclusive, nor do they guarantee that a certain type of project will be undertaken by the City during the term of the Contract. Rather, these examples are intended to provide bidders with an idea of the types of projects for which its services may be required.

II-3 SCOPE OF PROJECT:

Description:
The successful bidder should possess broad engineering expertise including civil, mechanical, electrical, sanitary, water, process, and environmental engineering. Services required may include any of the following:

A. Providing engineering advice on matters and participate in the planning of projects.

B. Reviewing plans and approving engineering designs.

C. Preparing engineering reports and studies related to all aspects of civil engineering.

D. Designing proposed improvements including preparation of plans and specifications for such improvements. Improvements include, but are not limited to, streets and roads (all types), buildings, dams, bridges, storm drainage systems, city parks, water supply and sanitary sewage systems. Further, in general terms, assistance or project design services may be included for structural, water resources, environmental, construction, hydrology, surveying, transportation, and geotechnical engineering. The scope includes preliminary engineering, construction engineering, and inspection for all projects completed by the Successful Bidder. Any bidder, who is unable to provide services for the aforementioned items, or other civil engineering fields, must include information within the proposal that indicates sub consultants are regularly available.

E. Performing field investigations and inspections.

F. Providing information for master planning.

G. Working with the City of Fenton, the DDA, and the LDFA, and other consultants, on grant applications and grant compliance activities.

H. Providing project management and inspection services during the construction of projects and providing monthly reports to the Director of Public Works, or their designee.
I. Professional and technical engineering support to the Director of Public Works.

J. Providing other services as requested by the City of Fenton, DDA, and the LDFA.

K. Attending City meetings, public hearings and conferences with funding and regulatory agencies.

Requirements:
A. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.

B. Ability to communicate and work effectively with the City of Fenton, the DDA, the LDFA, their officials, administration, staff, and consultants with respect to any of the services required.

C. Ability to work effectively with public agencies and officials.

D. Thorough knowledge of the engineering discipline, construction documents, the City’s standard specifications and the City of Fenton’s utility and street systems.

E. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Fenton.

F. The engineer or their representative shall attend any regular or special meetings requested by the City.

The Proposal:
A firm submitting a response to this RFB must outline in detail the manner in which they would work with the City to fulfill City’s, DDA’s, and LDFA’s needs. The outline at a minimum shall address:

A. The designation and location of the bidder’s primary contact (one person preferred), support staff and the associate personnel, and the overall relationship, which will be established between the service professionals and the City. Further, the qualifications and experience of the primary and main secondary contacts should be included within the proposal.

B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress reports to the City.

C. The firm’s capabilities to perform the necessary services.

D. The general manner in which work will be performed. The experience and references for those who will perform work.
E. A schedule of hourly rates for the various personnel.

F. A separate sheet outlining the actual proposal from the bidder to provide these services on a cost plus basis. For example, if the bidder is proposing to provide preliminary engineering on a percentage of the estimate basis and construction engineering on an hourly basis, that distinction should be included.

Qualifications:
A detailed description of the primary contact’s background, as well as the firm’s background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the City.

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.

II-4 BIDDER RESPONSIBILITY:
The City of Fenton will not be liable for any cost incurred by the consultant in the development of a proposal responsive to this request. By submitting a bid to do the work, the Bidder represents that it is fully informed concerning the scope of the Project, the requirements of the Contract, the physical conditions likely to be encountered in the work, and the character, quality, and quantity of services required by the City. The Successful Bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The Bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. In addition, the Successful Bidder shall provide all vehicles and other equipment and material necessary for the provision of engineering services at locations in Fenton, Michigan. Bidders having questions regarding this RFB should request clarification before submitting a bid. Negligence or inattention of the Bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding this RFB contact the City for clarification.

II-5 SAFETY
The Successful Bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Energy, Labor & Economic Growth, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

The Successful Bidder shall observe City ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The Successful Bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.
II-6 ASSIGNMENTS OR SUBCONTRACTING:
The Successful Bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the Contract requirements, that information must be disclosed in the Bidder’s response.

II-7 FAIR EMPLOYMENT PRACTICES:
The Successful Bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

II-8 CONTRACTOR’S PAYMENT OF TAXES, ETC.
The Successful Bidder shall be solely responsible for:

a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal and State Wage and Hour laws.

b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Successful Bidder under State and Federal law.

c. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.

d. Payment of any and all suppliers, merchants, or vendors from whom the Successful Bidder obtains items and materials related to the contract.

The Successful Bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of the Successful Bidder.

II-9 DAMAGE TO PROPERTY
The Successful Bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.

The Successful Bidder will protect, defend, and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise thereof arising out of or connected with the performance of this contract.

II-10 INSURANCE:

A. Liability Coverages
The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:
Insurance covering bodily injury and property damage in the minimum sum of $500,000

Automobile liability insurance in the minimum of $500,000 combined single limit for bodily injury and property damage.

Worker’s Compensation Compliance
Successful Bidder shall also comply with all requirements of the Michigan Workers’ Compensation Law and shall at his own expense, maintain such insurance, including employer’s liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him. The Successful Bidder shall provide the City with a copy of its workers’ compensation insurance certificate.

B. Certificates of Insurance
Included in bid package, Bidders shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of cancellation or intent not to renew coverages as called for above.

II-11 QUALITY OF SERVICE
The City expects the Successful Bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The Successful Bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The Successful Bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

II-12 OPERATION OF VEHICLES
The Successful Bidder shall operate all company vehicles in a manner so as to not impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to all City Codes and ordinance in place at that time.

II-13 SUPPORT FACILITIES
Successful Bidder shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

II-14 BREACH OF CONTRACT AND CITY’S RIGHT TO TERMINATE CONTRACT
In the event that any of the provisions of this bid and/or resulting contract are breached by the Successful Bidder, the City shall give written notice to the Successful Bidder of the breach or pattern of behavior that constitutes the breach and allow the Successful Bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Successful Bidder’s receipt of notice. If the breach or pattern of behavior is not resolved, then the
City Manager of the City of Fenton shall have the right to cancel any contract by sending written notice to the Successful Bidder of the cancellation.

If the Successful Bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

II-15 CITY’S RIGHT TO MODIFY CONTRACT
The City reserves the right to negotiate with the Successful Bidder for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the engineering services. If the City and the Successful Bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) calendar days written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

II-16 NO CONFLICT OF INTEREST
The bidder must provide a statement that it has no conflicting financial or professional interests and is qualified to perform the services requested. A consulting engineer or firm working for the City would be considered to have a conflicting interest if they are also performing services for a builder, property owner, developer, or contractor (except MDOT), or might be expected to be active in the City.

II-17 REFERENCES
All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within Genesee, Oakland and Livingston Counties.

II-18 PAYMENT
The Successful Bidder shall submit invoices on a monthly basis for all work completed. The City shall pay invoices for acceptable work within thirty (30) days of receipt.

II-19 NO CONTACT POLICY
Bidders may direct questions related to this request for proposals to the point of contact prior to submission of a bid. Bidders shall not lobby or contact any other city official, including but not limited to the Mayor, City Council, City Manager, Assistant City Manager, a Department Head or other staff with respect to its bid or the award of any contract related to this request for proposals from the time this request is issued to the award of a contract. Violation of this requirement may lead to disqualification of a bid.
II-20  NO CONFLICT OF INTEREST WITH THE CITY OF FENTON

Section 5.13 of the Fenton City Charter provides that “no contract or purchase involving an amount in excess of one hundred dollars shall be made by the city in which any elective or appointive officer or any member of his [or her] family has any pecuniary interest, direct or indirect” unless the City Council determines, by unanimous vote, that it is in “the best interests of the City” to enter into such contract. Section 5.13 further provides that “an officer shall be deemed to have a pecuniary interest in a contract if he [or she] or any member of his [or her] family is an employee, partner, officer, director or sales representative of the person, firm or corporation with which such contract is made, or of a sales representative of such person, firm or corporation.”

In accordance with Section 5.13, the bidder shall disclose and describe any business, financial, pecuniary or familial relationship existing between the Bidder (or any officer, agent, or employee of the Bidder) and any officer, employee, or agent of the City. For purposes of this provision, “familial relationship” and “relative” are defined as: father, mother, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law.

In the space provided below, list and describe all existing conflicts of interest or check the box, indicating that there are no known conflicts of interest.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

☐  To the best of my knowledge, no conflict of interest exists.
BID SUBMITTED PURSUANT TO THE CITY OF FENTON

ENGINEERING SERVICES

City of Fenton
301 South Leroy Street
Fenton, Michigan 48430

The undersigned hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same contract; that he/she has carefully read and examined the Contract Documents, including the Request for Bid (RFB), General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the sites as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the RFB and Contract Documents in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, to furnish the insurance required of the Contractor by the RFB and Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following proposal.

All bidders understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

The Successful Bidder agrees that this bid shall be good, may not be withdrawn and may be accepted by the City for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the Successful Bidder shall execute a formal Contract Agreement within ten (10) calendar days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the City as liquidated damage for the delay and additional expense to the City caused thereby.

Pursuant to your engineering services request for bids dated ______________________, I submit the following as my Company’s bid, with the understanding that if my bid, or portion thereof, is accepted, I will execute a written contract with the City of Fenton which will embody the terms as outlined in the request for bids.

I will meet all of the requirements and provide all of the services for the amounts listed as outlined in this bid proposal.

Company __________________________________________________________
Address ________________________________________________________________

Phone _________________________________________________________________

Authorized Agent _______________________________________________________

Signature ______________________________________________________________

Title _________________________________________________________________

Date _________________________________________________________________