



Request for Proposal
for Geotechnical Services

Colette Baumgardner
Community Development Director
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City of St. Francis

Request for Proposal

Geotechnical Services

Location: Parcel IDs: 323424340035, 323424310016, and 323424310020

Issue Date: 11/7/2023

Due Date: 11/15/2023

REQUEST FOR PROPOSAL (RFP) – GEOTECHNICAL SERVICES

Notice is hereby given that proposals will be received by the City of St. Francis for geotechnical services of the property located in St. Francis, Minnesota at the parcels identified as 323424340035, 323424310016, and 323424310020. Proposals received later than 5:30 pm on Wednesday, November 15, 2023 will not be considered. A copy of this Request for Proposal (RFP) may be obtained from the City's website at <https://www.stfrancismn.org>.

The City reserves the right to reject any and all proposals and waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services. The City assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities. In addition to nondiscrimination compliance requirements, the contractor(s) ultimately awarded a contract shall comply with federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 7th day of November, 2023.

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SCOPE OF WORK

Scope of work includes performing twelve soil borings, sealing boring holes, reviewing and testing samples, and creating a report that summarizes findings and provides recommendations on future development design. The borings should be split evenly between locations for public improvements/parking and residential construction areas shown below.



WORK REQUIREMENTS

- 1) Work shall be completed between November 2023 and February 1, 2024.
- 2) All work will be done in accordance with state and local code and law requirements.
- 3) The work shall not damage existing property and the property be restored to initial conditions within reason.
- 4) Bidding contractors shall have, maintain, and provide written documentation of the following insurance requirements during the period of performance of services for the City.
 1. Commercial General Liability Insurance
 - a. \$1,500,000 per occurrence/\$2,000,000 annual aggregate
 - b. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.

- c. Automobile Insurance
- d. Coverage shall be provided for hired, non-owned and owned auto.
- e. Minimum limits: \$1,500,000 per occurrence /\$1,500,000 annual aggregate
- 2. Workers' Compensation and Employer's Liability as required by Minnesota Law.
- 3. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis.
- 4. All Certificates of Insurance shall provide that the insurance company gives the City sixty (60) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- 5. The above sub-paragraphs establish the City's insurance requirements, and it is the sole responsibility of Contractor to purchase and maintain additional insurance that may be necessary in connection with this Proposal as it deems fit.
- 6. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the City. Copies of insurance policies shall be submitted to the City upon request.
- 7. Nothing in this RFP shall constitute a waiver by the City of any statutory or common law immunities, limits, or exceptions on liability.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than A.

RFP TIMELINE

November 7, 2023	Release RFP
November 15, 2023	Proposals Due
November 20, 2023	Proposals Reviewed by City Council, Selection Made
November 21, 2023	Contractor Notified
February 1, 2024	Final Report Submitted

TERMS AND CONDITIONS

A. RFP Preparation Costs. Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

B. Proposal Signature. The Cover Letter and Certification pages of the RFP shall be signed by the individual Proposer or a principal of the Proposer who is fully authorized to act on behalf of the Proposer(s) and can be held accountable for all representations.

C. Proposal Errors. Should the Proposer believe that an error appears in the RFP documents, Proposer shall notify the Project Information Contact below.

City of St. Francis
Attn: Colette Baumgardner
cbaumgardner@stfrancismn.org
763-235-2301

D. Withdrawal of Proposals. Any Proposer may withdraw a submitted proposal at any time by notifying, in writing, the Project Information Contact below.

City of St. Francis
Attn: Colette Baumgardner
cbaumgardner@stfrancismn.org
763-235-2301

E. Key Contact Person. The successful proposer will be expected to identify an individual to serve as the key contact person with the City. Any changes in the key contact person during the course of the project term must be agreed upon by the City, in advance.

F. Negotiation of Contract. The RFP award is subject to successful negotiation of a contract between the successful proposer and the City. The contract will include terms set forth in this section of the RFP and proposer's proposal. The City may, in its sole discretion, re-negotiate and/or award to another successful Proposer. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into a contract with the City of St. Francis.

G. Proposer/City Relationship. The successful proposer will be required to work closely with City Staff during the course of the work.

H. Stop Work. The successful proposer shall stop work on the property and notify City if any additional work outside to the scope of work is identified.

I. Cost sheet Exceedance. Cost increases shall be submitted to the City in writing prior to authorization of payment.

GENERAL CONDITIONS

A. Invitation for Proposals. The issuance of this Request for Proposal ("RFP") constitutes only an invitation to submit proposals to the City of St. Francis. It is not to be construed as an official request for bids, but as a means by which the City can acquire information related to retaining Contractor services.

B. Submission of Proposals. The City is not obligated to respond to any proposal submitted nor is the City legally bound in any manner whatsoever by the submission of a proposal.

C. Compliance with Minimum Standards. The City reserves the right to determine, in its sole and absolute discretion, whether any aspect of any proposal satisfactorily meets the criteria established in this RFP.

D. Additions, Amendments, and Withdrawal/Cancellation of RFP. The City reserves the right to add to, amend, withdraw and/or cancel, in part or entirely, this RFP for any reason and at any time with no

liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise. If any part of the RFP is revised, addenda to the RFP will be provided to all Proposers who provided a copy of the RFP.

E. Cancellation. The City reserves the right, without any liability, to cancel the award of any proposals at any time before execution of any subsequent contract or agreement documents by all parties.

F. City Interests. The City reserves the right to reject any and all proposals which do not, in the City's judgment, serve the best interests of the City. The City also reserves the right to accept other than the lowest cost proposal.

G. City Rights. The City has broad rights with respect to the proposal detailed in this RFP. The City of St. Francis may decide to contract with more than one entity to develop the services contemplated herein. The City also reserves the right to:

- a. Withdraw this Request for Proposal at any time.
- b. Accept any proposal.
- c. Reject all proposals.
- d. Reject any proposal which, in its sole judgment, does not serve its best interests.
- e. Waive minor irregularities in the proposal request process.

H. Contract Negotiation. It is understood that any proposal received and evaluated by the City can be used as a basis for direct negotiation of the cost and terms of a contract between the City and the particular individual or entity submitting such a proposal. The City of St. Francis reserves the right to negotiate pertinent contract terms concurrently with any number of individuals or entities as it deems in the City's best interests, whether or not such individuals or entities submitted a proposal. It is the intention of the City to subsequently enter into a contract with the individual or entity with which the City can make the most satisfactory arrangements for its needs.

I. City Not Liable. It is agreed by and between the parties of this RFP that in no event shall the City itself nor any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein obtained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this RFP.

J. Public Record/Confidentiality. Proposals submitted become a matter of public record. Information supplied by the Proposer to the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Such information is public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the City regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. The Proposer agrees as a condition of submitting a proposal that the City will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

K. Indemnification. To the fullest extent permitted by law, Proposers agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Proposer's negligence or the Proposer's performance or failure to perform its obligations under this Proposal and any

subsequent Agreement. Proposer's indemnification obligation shall apply to the Proposer's subcontractor(s), or anyone directly or indirectly employed or hired by Proposers, or anyone for whose acts Proposers may be liable. Proposers agree this indemnity obligation shall survive the completion or termination of work requested in this RFP and any subsequent Agreement.

L. Independent Contractor. It is expressly understood that the Proposers are an "independent contractor" and not an employee of the City. Proposers shall have control over the manner in which the Services are performed under their Proposal and any subsequent Agreement. Proposers shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this RFP. Proposers shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this RFP or any subsequent Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

M. Proposers' Costs. The City shall not be responsible for any costs incurred by Proposers in connection with this RFP. This RFP also does not commit the City either to award a contract or to pay for any costs incurred in the preparation of a proposal.

N. Use of Proposal Ideas. The City reserves the right to use any or all Proposer ideas presented. Selection or rejection of the proposal does not affect this right.

O. Awarding of Contract. The City reserves the right not to award a contract to any Proposer(s) and to reject all proposals. If the City decides to award a contract(s), the City will award a contract(s) to the qualified Proposer(s) whose proposal the City determines best meets the needs of the City and standards of the Anoka County Predevelopment Grant.