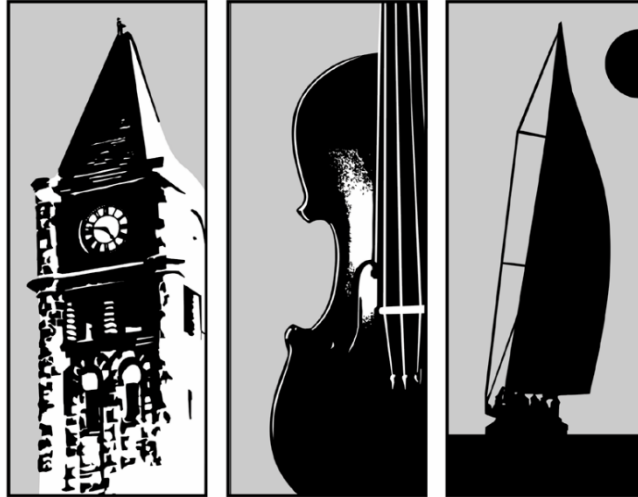


MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONSULTANTS

REQUEST FOR QUALIFICATION/PROPOSAL (RFP)

PROJECT NAME: Lakeshore Drive Reconstruction,
McCracken Street to Laketon Avenue

DATE OF ISSUANCE: February 16, 2018

**PRE-PROPOSAL
INQUIRY SUBMISSION DATE: February 28, 2018 (4:30 PM)**

DATE PROPOSAL DUE: March 9, 2018 (4:30 PM)

ISSUING OFFICE: City of Muskegon
Department of Public Works
1350 Keating Ave.
Muskegon, MI 49442
Tel. (231) 724-6707

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Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact LeighAnn Mikesell, P.E. at the City of Muskegon Public Works Department at (231) 724-6944 or via E-mail at leighann.mikesell@shorelinecity.com.

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

Telephone No. _____

E-Mail _____

Fax No. _____

INSTRUCTIONS TO CONSULTANTS

TERMS & CONDITIONS

PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the RFP documents, and at its option may reject the same.

Each firm shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal submitted by each firm shall remain in effect for 90 days from the time of proposal opening.

Each firm will include in their proposal a listing of each principal and the names of any proposed sub-consultant/contractor and the name and address of each office which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and principals of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Two copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
Department of Public Works
1350 Keating Ave.
Muskegon, MI. 49442

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than 4:30 PM, March 9, 2018.

AWARD - REJECTION OF PROPOSALS

The project will be awarded to the firm who provides a proposal that is most responsive to meeting both the needs of the project and the City of Muskegon.

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The firm to whom the Award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made.

ORAL PRESENTATIONS

Firms who submit a proposal may be required to make an oral presentation of their proposal to the City. If held, these presentations will provide an opportunity for the firms to clarify their proposals and to ensure mutual understanding of its contents. The City will schedule any such presentations.

CITY RESPONSIBILITIES

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the firm and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the firm in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT

The City of Muskegon is seeking qualification/proposal from qualified firms to provide comprehensive engineering services necessary for the reconstruction of Lakeshore Drive from McCracken St. to Laketon Ave. In conjunction with the road reconstruction a streetscape design will be incorporated into the plans in the business district. The business district is located between McCracken St. and Addison St. The project is partially funded by the Federal Highway Administration and will be let through the Michigan Department of Transportation (MDOT). Plans, specifications, inspection, materials testing and project records must conform to MDOT requirements. A topographic survey has been completed by the City of Muskegon, along with an ACAD drawing of the existing topography on Lakeshore Drive and will be available upon request. The City of Muskegon has **three million dollars** budgeted for this project.

BACKGROUND INFORMATION

Lakeshore Drive, McCracken St. to Laketon Ave. was last reconstructed in four projects from 1984 to 1988 and it was resurfaced in 2006. Total project length is approximately 4,500 feet. As-builts of these reconstruction and resurfacing plans will be available upon request. The typical existing cross-section is 44 feet of HMA pavement with concrete curb and gutter, Det. C4 on both sides for a total of 48 feet back of curb to back of curb. The pavement depth is 8.5 inches of HMA on top of 4 inches of aggregate base. New sidewalks were constructed on both sides during the last reconstruction. Lakeshore Drive is the major artery between the City of Muskegon's core and the city's many parks along Lake Michigan, and runs along the south shore of Muskegon Lake.

PURPOSE OF THE PROJECT

The purpose of this project is to reconstruct Lakeshore Drive between McCracken St. and Laketon Ave. with concrete pavement. Incorporated into the plans will be a streetscape design for the Lakeside Business District. The city is looking to enhance the visual appeal, design a traffic calming pavement cross-section, create a walkable neighborhood, and identify the business district and the features within the district. It is anticipated streetscaping design shall include new street lighting, permeant signing identifying the business district and features within the district such as Lake Express Ferry, Business District Parking, and Milwaukee Clipper, colored and stamped concrete crosswalks, benches, planters, facilitate walkability and add additional parking. The streetscaping should be designed with a nautical theme.

PRE-PROPOSAL INQUIRIES

Inquiries in regards to this project will only be accepted via email to leighann.mikesell@shorelinecity.com through Wednesday, February 28, 2018 by 4:30 PM local time. All inquiries will be assembled and answered in a signed document and distributed on Friday, March 2, 2018.

CONTENTS OF PROPOSAL

At a minimum, each proposal shall include the following items:

APPLICABLE EXPERIENCE

Include a brief description of 5 projects of similar scope that your firm has completed in the last 5 years highlighting the contribution of the proposed project team.

APPROACH TO THE PROJECT

Describe, in narrative form, your technical plan for accomplishing the work. Explain the choice of methodology, including its strengths and weaknesses. Provide a time line indicating in a bar chart display each event, task and decision point in your work plan.

PROJECT STAFFING

Include the number of professional personnel by skills and qualifications that will be employed in the work. Indicate where the individual personnel will be physically located during the time they are engaged in the work. Indicate which of the individual personnel you consider key to the successful completion of the project and include their resumes.

ADDITIONAL INFORMATION

The firm may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

SCOPE OF SERVICES

The following tasks are provided based on the City of Muskegon's initial concept of the project. These tasks may be modified in the individual firms' proposals to reflect their approach to the project.

TASK 1: PRELIMINARY STUDY & DESIGN

Preliminary work will include the following:

- a. Participate in a kickoff meeting with City staff to review the scope of the project, review existing data to be provided by the City, and to discuss other items related to the project.
- b. Review existing conditions on and along Lakeshore Drive.
- c. Provide turning movement traffic counts at McCracken, Estes, Addison and Laketon. Traffic counts should be taken in June when traffic is highest.
- d. Analyze crash data for the project length.
- e. Review existing plans for redevelopment of Lakeside and understand the character of the business district and surrounding neighborhood.
- f. Determine streetscaping elements that meet the needs of the business district and provide a sense of place for Lakeside.
- g. Develop lane configurations for the project length based on data collected, parking needs, and streetscaping goals. Deliverables for this task include
 1. Sketches/Drawings of road cross-sections
 2. Sketches/Drawings of proposed signing identifying the business district
 3. Sketches/Drawings of options for proposed streetscaping
 4. Scoping level cost estimate for proposed options

TASK 2: FINAL DESIGN

This task will consist of preparing a complete set of plans and specifications acceptable to the City of Muskegon and MDOT for bidding by MDOT. This task includes, at a minimum, the following:

- a. Provide any additional survey of topographic information needed to complete the design. A topographical survey and ACAD drawing showing existing topography will be provided by the City.
- b. Provide pavement cores and soil borings.
- c. Complete all work associated with obtaining the necessary permits from City, County, State, and Federal governments to construct the project.

- d. Work with all public and private utility providers to locate existing utilities and show locations on the plans.
- e. Prepare plans, special provisions and engineer estimates for all work in accordance with MDOT's requirements for bidding by MDOT.

All files, electronic (must be on an ACAD) or otherwise, are the property of the owner.

TASK 3: CONSTRUCTION MANAGEMENT SERVICES

This task will consist of administering the project during construction and finalizing the project upon completion of construction. This task includes, at a minimum, the following:

- a. Attend and facilitate the preconstruction meetings and preproduction meetings.
- b. Review Project Inspector's Daily Reports.
- c. Attend necessary construction progress meetings.
- d. Review shop-drawings, certifications, mix designs, and test results for all products or materials incorporated into the project.
- e. Prepare bi weekly estimates.
- f. Monitor project files for compliance with MDOT requirements.
- g. Prepare work orders, contract modifications, and testing reports.
- h. Prepare project final estimate and project closeout for review by MDOT.
- i. Prepare electronic ACAD as-built construction drawings.

TASK 4: ON-SITE INSPECTION

This task will consist of providing as needed on-site inspection whenever construction is in progress. This task includes, at a minimum, the following:

- a. On-site inspection to observe the work in progress.
- b. Preparation of Inspector Daily Reports.
- c. Attend progress meetings.
- d. Monitor and observe testing procedures conducted on-site.
- e. Maintain a set of as-built drawings on-site.

- f. Review and complete all files according to MDOT standards and participate in the MDOT final review and project closeout.
- g. Test all construction materials in accordance with MDOT's Materials Source Guide, 2013 Standard Specifications for Construction, Michigan Test Methods, and Density Control Handbook.

EVALUATION OF PROPOSALS

All proposals received shall be subject to an evaluation by representatives of the City. The following factors will be considered in making the selection:

UNDERSTANDING OF THE PROJECT/CHALLENGES

Evaluation will be based upon on the understanding of the project exhibited by the statement of work in the proposal.

METHOD OF APPROACH

Evaluation will be based upon the firm's technical soundness to the stated approach to the project, the comprehensiveness of the proposed work tasks, the techniques to be used, and the product to be delivered.

EXPERIENCE

Evaluation will be based on the firm's applicable experience and the assigned team's experience on similar projects within the last 5-years.

TIME & EFFORT

The evaluation will be based upon a review of the time-line for each task (presented in bar chart), designated decision points, the Critical Path and the total time necessary to accomplish the work, and the firm's acknowledgement of any critical deadlines. The City would like to complete this project by the following dates (schedule dependent on project funding):

- | | |
|---|-------------------|
| a. Consultant to present streetscaping options | June 1, 2018 |
| b. Consultant prepare and present preliminary design and recommendations. | June 22, 2018 |
| c. City of Muskegon to select final design concept | July 9, 2018 |
| d. Complete final plans and specifications | October 1, 2018 |
| e. Obtain all permits | October 1, 2018 |
| f. Grade Inspection with MDOT | November 1, 2018 |
| g. Final Plans, Estimate, ROW Certification
Permits, and Special Provisions to LAP | December 1, 2018 |
| h. MDOT Letting Date | March 1, 2019 |
| i. Project Start Date | April 1, 2019 |
| j. Open to Two Way Traffic Date | June 15, 2019 |
| k. Construction Complete | August 1, 2019 |
| l. Project Close Out | November 30, 2019 |

ACCESSIBILITY

Evaluation will be based on the firm's availability to work closely with City staff for the duration of the project.

COST PROPOSAL

COST & PRICE ANALYSIS

The information requested in this section is required to support the reasonableness of your quotation. The data will be held in confidence and will not be revealed to or discussed with the competitors. This portion of the proposal must be submitted in a separate sealed envelope inside your submittal and clearly marked “RFP COST PROPOSAL”. The Cost Proposal Portion must include a task-by-task summary of costs and staff-hour distribution in a readable format as indicated in this document and a task-by-task breakdown of costs in a format as described below.

- a. Manpower Costs: Itemize so as to show the following for each category of personnel with a different rate per hour:
 - Category, i.e. project manager, senior engineer, etc...
 - Estimated hours
 - Total rate per hour
 - Total cost for each category and for all staff needs
- b. Cost of Supplies and Materials: Itemize
- c. Other Direct Costs: Itemize
- d. Total Bid Price for the Project

The City of Muskegon reserves the right to negotiate a final project price and scope that provides the greatest value in regards to cost and services provided.

TENTATIVE SCHEDULE FOR AWARD

Issue RFP	February 16, 2018
Pre-Proposal Inquiry Due Date	February 28, 2018, (4:30 PM local time)
Pre-Proposal Inquiry Response Date:	March 2, 2018
Proposal Due Date	March 9, 2018 (4:30 PM local time)
Award	March 30, 2018

INSURANCE REQUIREMENTS

The Consultant will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. **Hold Harmless Agreements:** To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. **Consultant Insurance Requirements:** Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. **Workers' Compensation Insurance:** The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **General Liability Insurance:** The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. **Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.