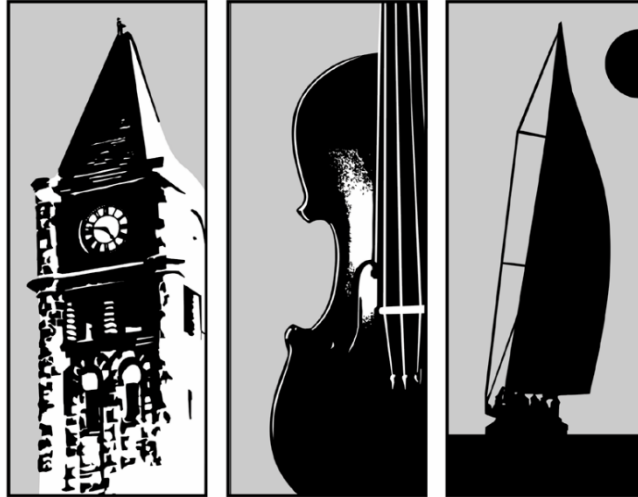


MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONSULTANTS

REQUEST FOR QUALIFICATION/PROPOSAL (RFP)

PROJECT NAME:	City Surveying
DATE OF ISSUANCE:	July 13, 2018
PRE-PROPOSAL INQUIRY SUBMISSION DATE:	July 25, 2018 (4:30 PM)
DATE PROPOSAL DUE:	August 3, 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 Leo Evans, P.E. at the City of Muskegon Public Works Department at (231) 724-6920 or via E-mail at leo.evans@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, August 3, 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 surveying services for various projects within the city of Muskegon. Projects are broken down into three categories for consideration as follows:

- **Guaranteed**
 - Olthoff Drive from Black Creek Road east to the cul-de-sac & Sheridan Drive from Olthoff Drive north to the city limits.

- **Optional**
 - 3rd Street from Merrill Avenue northwesterly to Muskegon Avenue
 - Marsh Street & Walton Avenue from Emerald Street to Wood Street

- **As-Needed**
 - Hourly proposal for 1-Man, 2-Man, and 3-Man survey field crews
 - Hourly proposal and rates for office work and processing of survey data

Projects in the Guaranteed category will be completed by the selected firm. Work will include all work necessary for the full survey of the aforementioned roadways in advance of preparation of roadway reconstruction plans. Completion of roadway reconstruction plans is not included in this request for proposals. The survey should include all relevant features within the ROW, known underground features (utilities) as well as a complete survey of the property boundaries of the site. All work should conform to MDOT standards as these projects may be eventually delivered utilizing MDOT funding.

Project in the Optional category may be completed by the selected firm, based on need and the availability of city crews to perform the survey work in house. Work type and requirements will be similar to those stated above.

Projects in the As-Needed category will be defined and negotiated with the project manager as they are determined. For the proposal the firms should provide a baseline hourly proposal and rate for the various work functions identified. Typical examples of As-Needed work may include property boundary surveys, construction staking and layout, field pickup for permit applications, etc...

BACKGROUND INFORMATION

Projects included in the Guaranteed and Optional categories listed above are currently being reviewed as potential reconstruction projects for completion during the 2018/2019 fiscal years.

Projects in the Guaranteed category would need to have field survey work completed by November 15, 2018; and deliverables provided to the project manager by December 1, 2018.

Projects in the Optional category would have negotiated dates for completion of field work and providing deliverables based on the dates when notices to proceed were provided.

The contract will expire on June 30, 2019.

As built plans and utility plans for the sections of roadway outlined in the Guaranteed and Optional categories are available for review upon request.

PURPOSE OF THE PROJECT

The primary intent of the proposal is to ensure that survey work can be completed on these potential projects during the fall of 2018 to allow for design and construction to remain on schedule for completion in the 2018/2019 fiscal years.

The secondary intent of the proposal is to provide the city with additional survey capabilities in the event there are survey requests above and beyond the availability of city staff to perform this work in house.

PRE-PROPOSAL INQUIRIES

Inquiries in regards to this project will only be accepted via email to leo.evans@shorelinecity.com through Wednesday, July 25, 2018 by 4:30 PM local time. All inquiries will be assembled and answered in a signed document and distributed on Friday, July 27, 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.

- **Guaranteed / Optional Category Projects**
 - 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.
 - Review existing conditions on and along the selected site.
 - Conduct field survey work of the selected site.
 - Incorporate utility information in the deliverables based on field survey and information from utility companies.
 - Refine survey work into preliminary deliverables.
 - Present preliminary deliverables to Project Manager for review.
 - Collect any additional information identified by the Project Manager and incorporate into final deliverables.
 - All files, electronic (must be on ACAD) or otherwise, are the property of the owner.

- **As-Needed Category Projects**
 - 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.
 - Review existing conditions on and along the selected site.
 - Negotiate a baseline estimate and proposal with the Project Manager specific to meet the requirements of the project.
 - Complete survey work as detailed in the negotiated proposal upon notice to proceed from the Project Manager.

EVALUATION

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

EXPERIENCE

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

STAFFING

Evaluations will be assessed on the experience, qualifications and skills of personnel that will be available for the project work. Indicate which of the individual managers and technicians you consider key to the success of the project and include their resumes.

BID PROPOSAL UNIT COST PRICES FOR SURVEY ITEMS

Unit Price Cost will play a large part in choosing the firm the City of Muskegon selects to enter an agreement with for surveying services.

COST PROPOSAL

RATES FOR SURVEY WORK BY CATEGORY

- **Guaranteed**
 - Lump Sum Rate for Olthoff Drive & Sheridan Drive\$ _____

- **Optional**
 - Lump Sum Rate for Marsh Street / Walton Avenue.....\$ _____
 - Lump Sum Rate for 3rd Street\$ _____

- **As-Needed**
 - Hourly Rate 1-Man Field Crew\$ _____
 - Hourly Rate 2-Man Field Crew\$ _____
 - Hourly Rate 3-Man Field Crew\$ _____
 - Hourly Rate Office Work\$ _____

TENTATIVE SCHEDULE FOR AWARD

Issue RFP	July 13, 2018
Pre-Proposal Inquiry Due Date	July 25, 2018, (4:30 PM local time)
Pre-Proposal Inquiry Response Date:	July 27, 2018
Proposal Due Date	August 3, 2018 (4:30 PM local time)
Award	August 17, 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.