

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONSULTANTS

REQUEST FOR QUALIFICATIONS

PROJECT NAME: MDNR Conversion Assistance

DATE OF ISSUANCE: August 1st, 2022

DATE PROPOSAL DUE: August 30th, 2022

ISSUING OFFICE: City of Muskegon
c/o Leo Evans
Department of Public Works
1350 Keating Ave.
Muskegon, MI 49442
Tel. (231) 724-6920
Leo.Evans@shorelinecity.com

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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, Director of Public Works for the City of Muskegon 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.

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

Signature/Date _____

Title _____

Firm Name _____

Address _____

Telephone _____

E-Mail _____

INSTRUCTIONS TO CONSULTANTS

PROPOSALS

All proposals must be submitted following the proposal format supplied 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 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

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
City Clerk's Office
933 Terrace Street
Muskegon, MI. 49440

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 2:00 PM, Tuesday, August 30th, 2022

AWARD / REJECTION OF PROPOSALS

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. Award will not be completed until confirmed and recommended by the city commission.

CITY RESPONSIBILITIES

The City will provide information as to the 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 policies and decisions with respect to elements pertinent to the project.

The Project Manager 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 Project Manager 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 Project Manager 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 & BACKGROUND INFORMATION

The City of Muskegon is seeking proposals from qualified firms to provide comprehensive assistance related to completing a city wide conversion process through the Michigan Department of Natural Resources (MDNR). The City of Muskegon has, or will have, a number of projects throughout the city that necessitate the need to enter into a conversion process with MDNR to assess the impacts and reach an agreement on several impacted areas.

It is anticipated that the City of Muskegon will formally enter into the conversion process during the 2022 calendar year and would desire to have the matter resolved in time for consideration during the round of MDNR grant funding with applications due on April 1, 2023. If that date is not achievable then the goal would be for resolution prior to the April 1, 2024 grant submittal deadline.

The conversion process will at a minimum need to consider the following properties broken down into three primary categories:

CONVERSION ANTICIPATED – These properties are very likely to trigger the start of a conversion process for the City and are the primary areas that will require mitigation to resolve. *Submitting firms should anticipate completing steps 1-6 (Complete Process) of the MDNR Conversion guidelines for these properties.*

- Adelaide Pointe – Planned development that will impact Land and Water Conservation Fund (LWCF) encumbered properties in the form of the Lakeshore Trail and the Hartshorn Marina. Proposed development has plans for mitigating the trail impacts and dedicating additional land for public use.
- Hartshorn Village – Planned development that will impact LWCF encumbered properties in the form of the Lakeshore Trail and the Hartshorn Marina. Proposed development will require relocation of the trail and transfer of the trail property to the development for a net loss of acreage. Project also offers first right of refusal on slips within the public marina.
- Lakeshore Trail – Fee simple owned grant encumbered property that will require mitigation as a result of the above referenced projects.
- Hartshorn Marina – Fee simple owned grant encumbered property that will require mitigation as a result of the above referenced projects.

CONVERSION POTENTIAL – These properties have also been discussed for development that may also trigger a conversion though the outcome is less certain at this time. The City would still like these properties to be considered in the process should the development take shape to avoid the potential need for an additional conversion process in the near future. ***Submitting firms should anticipate completing steps 1-3 (Through Preliminary MDNR Review) of the MDNR Conversion guidelines for these properties.***

- Third Street Wharf – Potential property swap up for consideration that could see the transfer of Fisherman’s Landing (City owned encumbered property) to a private owner in exchange for the Third Street Wharf property.
- Fisherman’s Landing – Potential city owned parcel that could be swapped for privately owned Third Street Wharf parcel.
- MDNR Railroad Transfer – MDNR has offered to sell the City of Muskegon portions of a former railroad corridor which is encumbered through the acquisition process MDNR original undertook to obtain the property. Part of the property currently contains the Laketon Trail and part of the property is currently vacant corridor. City is considering the offer and has ambitions to develop the vacant portion into a future trail, but would like the ability to sell off excess portions of the property and retain only the necessary right of way for the existing and future paths.

POTENTIAL MITIGATION SITES – These properties offer a potential opportunity to mitigate some or all of the anticipated and potential conversions. These sites are expected to offer a net increase in dedicated outdoor recreation acreage to offset any loss on the other sites. ***Submitting firms should anticipate completing steps 1-6 (Full Process) of the MDNR Conversion guidelines for these properties.***

- CSX Railroad Acquisition – City is in the process of purchasing property from CSX railroad for an abandoned spur. Portions of the former rail bed will remain with reverter clauses that fit well with dedication for public use.
- Former Farmers Market – City owned parcel that housed the City Farmers Market which has since been relocated to downtown. Site is unsuitable from an environmental standpoint for redevelopment in residential use and may be a candidate site to dedicate a portion for public use.
- Additional sites and features may be identified during the process, and the above list is not intended to be all inclusive.

PURPOSE OF THE PROJECT

The proposed project seeks to assist the city as we work through a conversion of grant assisted properties following the MDNR guidelines contained in the attached. At this time the City has not actively entered into a conversion though the expectation is that will be eminent within the coming year as progress continues on several major development projects. The triggering event is anticipated to spur a much larger discussion on a city wide level regarding other potential projects and impacts.

The city of Muskegon is looking for assistance through the entire six (6) step conversion process outlined by MDNR in the attached document. The level of assistance varies per impacted property as noted in the categories above. Anticipated tasks should be considered to be all of those listed in the attached MDNR document.

SCOPE OF SERVICES

Reference the attached guidance documents from MDNR as the primary scope of services. As a baseline for the project proposal interested vendors should anticipate that the work shall encompass the following:

- Full six (6) step process on the six (6) identified parcels noted above in the Conversion Anticipated and Potential Mitigation Site sections plus one (1) additional parcel/area that is currently unidentified but may be required during the process should the necessary mitigation be insufficient from the currently identified parcels.
- Partial three (3) step process on the three (3) identified parcels noted above in the Conversion Potential section.

Additional work may be required over and above that level, and will be negotiated as necessary.

Meetings – The City anticipates there will be a need for five (5) in person meetings on this project as follows;

- Kickoff meeting with the City/MDNR
- Stakeholder meetings (2 EA)
- Preliminary report review meeting with City/MDNR
- Final report review meeting with City/MDNR

The city/stakeholders may request additional meetings outside the scope of the study to assist with public input, presentation of the findings to governing bodies and/or related boards, and to assist with grant funding identification or preparation.

City staff anticipates providing authorization for the selected firm to largely act independently on our behalf in coordinating issues with MDNR.

CONTENTS OF PROPOSAL

Proposals should be limited to 25 page faces. The scoring team will not award points for graphics or marketing material, nor for narrative that does not directly contribute to demonstrating a firm's capabilities specifically related to this project. These requirements do not relieve a firm from the requirement to submit a comprehensive, clear and concise proposal. At a minimum, each proposal shall include the following items:

QUALIFICATIONS OF TEAM

Include a brief narrative description of the key members of the team and the roles they will play in the successful implementation of this project. Highlight similar past experiences and technical competence as it relates to the specific project details and previously completed projects. Include any key members of sub consultants. Specifically identify the following roles and responsibilities:

- Project Lead Firm / Project Manager
- Surveyor
- GIS Mapping
- Environmental Consultant
- Appraiser (Must be from MDNR Approved List)
- SHPO Consultant

Provide resumes for key members and an organizational chart specific to the project identifying primary contact(s). Up to three (3) references may be provided for use at the discretion of the scoring team.

UNDERSTANDING OF SERVICES

Include a narrative description of your plan for accomplishing the project. Provide a timeline for the project including key milestones to be met and identify dates for completion of project deliverables. Identify critical areas of the project and your plan for addressing the critical needs.

LOCATION OF FIRM

Identify the location of firms that will complete the work. Score will be based on providing preference to local services.

PRICED PROPOSAL

Include an estimated budget for the project and fee schedule for pertinent items required to complete the project. Budget should be broken down by task and parcel for comparison by the scoring team.

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.

EVALUATION

The project will be awarded based on a Qualifications Based Selection (QBS) to the firm(s) that provide a proposal that is most responsive to meeting both the needs of the project and the project budget.

Proposals will be scored in four categories, by a scoring team composed of staff from each of the participating municipalities:

- Qualifications of Team – 50% of Total Score
- Understanding of Service – 20% of Total Score
- Location of Firm – 10% of Total Score
- Priced Proposal – 20% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Describe the roles of the key members of the team as it relates to the successful completion of the project. Include key members of sub consultants and what roles will be completed by those sub consultants. Provide resumes for all key members.

Priced Proposal will be scored based on the overall price provided by the firm to complete the project, and how well that price reflects both the scope of the project and the municipalities' obligation to seek efficient service.

Understanding of Service will be scored based on the information provided in the proposal that details the understanding of the processes and milestones throughout the project to ensure that the project is completed successfully.

Location of Firm will be based on location of the firm's office where project work will be completed. A maximum score will be awarded for firms completing work within the corporate limits of any of the participating municipalities. Reduced scores will be awarded to firms proportional to their distance from the participating municipalities.

TENTATIVE SCHEDULE FOR AWARD

Issue RFPAugust 1st, 2022
Proposal Due DateAugust 30th, 2022 (2:00 PM)
Preliminary Selection.....September 9th, 2022
Price Negotiations.....September 12-16, 2022
Recommendation Due to City CommissionConcurrent with triggered conversion
City Commission Consideration.....TBD based on above

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.