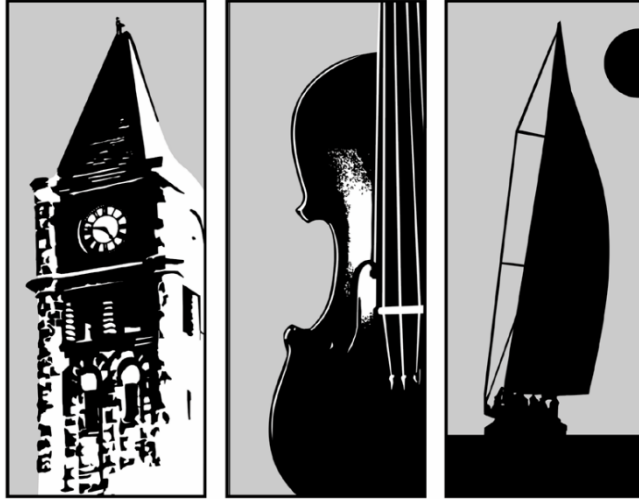


# MUSKEGON



**West Michigan's Shoreline City**

[www.shorelinecity.com](http://www.shorelinecity.com)

**CITY OF MUSKEGON**

## **REQUEST FOR PROPOSALS**

PROJECT NAME: Industrial Park Roadway Expansion

DATE OF ISSUANCE: Monday, March 22<sup>nd</sup> 2021

DATE PROPOSAL DUE: Tuesday, April 13<sup>th</sup> 2021

ISSUING OFFICE: City of Muskegon  
Department of Public Works  
c/o – Leo Evans  
1350 East Keating Avenue  
Muskegon, MI 49442  
Tel. (231) 724-6920

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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 at the City of Muskegon via (231) 724-6920 or via E-mail at [Leo.Evans@shorelinecity.com](mailto: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 BIDDERS**

### **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 documents, and at its option may reject the same.

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

Before executing any subcontract, the successful firm shall submit the name and experience 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  
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 RFP for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, April 13<sup>th</sup> 2021 at which time all proposals will be opened, and bids read aloud.

### **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 bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will follow the current purchasing policies and any other applicable guidelines for the City of Muskegon.

The Award will not be completed until confirmed and recommended by the City Commission.

## **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 bidder 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 bidder 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 proposals from interested consulting engineers to provide full survey, design and construction project services related to expansion of the existing road network within the Port City Industrial Park.

The City of Muskegon has acquired through purchase a large addition to the industrial park and is seeking to construct an access road to service the new addition to the park. The City of Muskegon has appropriated a maximum of \$750,000 towards completion of the access road project.

Work by the selected engineer will include the following:

- Survey of the entirety of the site to establish site features, topography and boundaries
- Geotechnical or other investigations as needed to support design
- Design of an access road in accordance with City Standards along the approximate route
- Design of utility service for the site both public and coordination with private utilities
- Development and refinement of conceptual layouts for streets and utilities
- Development of complete plans and specifications for the access route and public utilities
- Obtaining any necessary permits for the project
- Assistance in solicitation of bids for the construction of the access road and utilities
- Oversight and administration of the construction contract on behalf of the city
- Prepare final property boundaries including remaining parcels, road right-of-way and any utility easements for the entire site.

Several supporting documents are included and attachments to this RFP to help in the development of proposals and for use during the later project phases:

- Attachment A – Aerial Map of Site Showing Utility Location
- Attachment B – Utility As-Builts for the vicinity
- Attachment C – Approximate Route of Access Road

Additional Design Considerations:

- Consideration will also need to be given to private utilities and their means of serving the future site. Engineer shall be responsible to coordinate and account for private utility needs in the project design.
- The city will be undertaking a separate project to have the site largely cleared of trees prior to the construction project.
- The southern portion of the project is owned by the City but is located within Fruitport Charter Township.

City of Muskegon will host site meetings upon request to answer questions and review the project site. Requests submitted to Leo Evans via email ([Leo.Evans@shorelinecity.com](mailto:Leo.Evans@shorelinecity.com)) prior to Monday, April 5<sup>th</sup> 2021 will be accommodated prior to the bid opening. Requests received after that date will be accommodated pending staff availability.

Subcontractors, if any, shall be approved by the Project Manager prior to acceptance on this contract and shall bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor’s proof of insurance meeting city requirements.

Construction shall be per applicable industry and City of Muskegon standards and shall comply with all applicable City of Muskegon policies and procedures.

Project Schedule is as follows:

- RFP Issued .....March 22<sup>nd</sup>, 2021
- RFP Due.....April 13<sup>th</sup>, 2021
- Staff Scoring .....April 14<sup>th</sup> – April 16<sup>th</sup>, 2021
- Price Negotiations.....April 19<sup>th</sup> – April 20<sup>th</sup>, 2021
- Staff Recommendation to Commission .....April 27<sup>th</sup>, 2021
- Survey .....May 2021
- Design / Permitting .....June/July 2021
- Bidding.....August 2021
- Construction.....September/October 2021

Due to funding constraints attached to the project there is little availability for flexibility in the schedule and firms unable to maintain the schedule are advised to not provide a proposal.

## **CONTENTS OF PROPOSAL SUBMITTAL**

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 within the narrative and description. Provide resumes for key members, and an organizational chart specific to the project.

### **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. Maximum scores will be awarded for work completed entirely within the corporate limits of the city of Muskegon, with reduced scores awarded proportionately based on the proximity to the city of Muskegon.

### **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.

Proposals narratives should be limited to 5 pages, not inclusive of any graphics and/or resumes.

## **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 City of Muskegon.

Proposals will be scored in three categories, by a scoring team composed of staff from the City of Muskegon:

- Qualifications of Team – 60% of Total Score
- Understanding of Service – 35% of Total Score
- Location of Firm – 5% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Include an organizational chart. 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. Up to three (3) references may be provided for use at the discretion of the scoring team.

Understanding of Service shall 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. Include relevant technical competence in the project areas, and past experience completing projects of similar scope.

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 the city of Muskegon. Reduced scores will be awarded to firms proportional to their distance from the city of Muskegon.

## INSURANCE REQUIREMENTS

The Bidder 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.