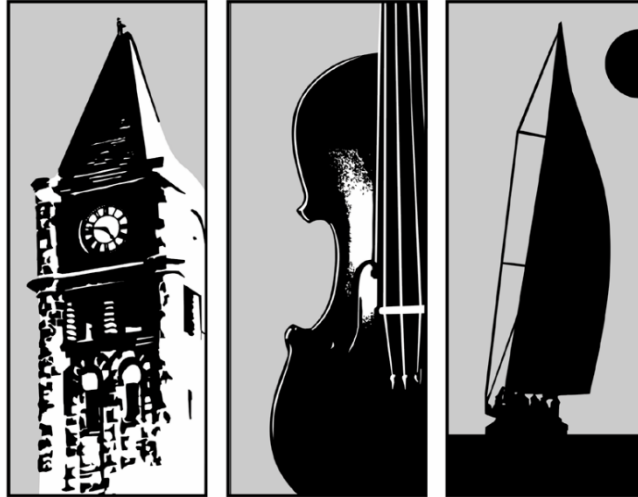


MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com
CITY OF MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME:	Water Filtration Plant – Gate & Fence Replacement
DATE OF ISSUANCE:	July 20, 2021
DATE PROPOSAL DUE:	August 3, 2021
ISSUING OFFICE:	City of Muskegon Water Filtration Plant 1900 Beach Street Muskegon, MI 49441 Tel. (231) 724-4106

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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 either of the following:

Joe Buthker
Water Plant Superintendent
(231) 724-4104
joe.buthker@shorelinecity.com

Josh Parmer
Water Plant Chief Operator
(231) 724-4105
joshua.parmer@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.

PRE-BID MEETING

A mandatory pre-bid meeting will be held at 2:00 p.m. on July 27, 2021 at the City of Muskegon Water Filtration Plant. Questions and answers will be compiled during the meeting and shared with all parties in attendance. This information and any additional requirements will become addenda to this request.

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 p.m. on August 3, 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 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

PROJECT INTRODUCTION

The City of Muskegon Water Filtration Plant requests proposals from qualified gate/fence contractors for the replacement of fencing and a sliding gate along the east side of the plant grounds. The City of Muskegon Water Filtration Plant is a conventional water treatment plant with a rated capacity of 40 million gallons per day. As a community water supply serving seven municipalities, we need to ensure our drinking water plant is secure. The current gate and fencing are beginning to fail due to age, corrosion, and growth of trees and brush.

PROJECT REQUIREMENTS

- Bid must include materials, permits, and inspections
- Removal and disposal of existing gate, gate operator, and fencing
- Procurement and installation of:
 - One slide gate for a 25-foot opening
 - One gate operator (Linear #HSLG-443 with Apex II controller, 460 V; see Figures 1 and 2)
 - One 36" pedestrian gate
 - Approximately 544 feet of fencing
- Material specifications:
 - 6' high chain link fence
 - 9-gauge aluminized twist knuckle barb top fabric
 - 2" 40 WT galvanized line posts
 - 3" 40 WT galvanized terminal posts
 - 1 5/8" 20 WT galvanized top rail
- Proposal to include an estimate for the earliest possible start date and an estimated timeline for project completion. Vendor shall provide weekly progress reports of project status, including notification of any critical issues affecting progress.
- Work must include a one-year warranty beginning from the date of completion.

Alternate Bid

The City requests pricing for completing this project with black vinyl coated materials for all fencing and gates with the following specifications:

- 6' high chain link fence
- 6-gauge extruded and bonded black vinyl coated twist knuckle top fabric
- 2" 40 WT black vinyl coated line posts
- 3" 40 WT black vinyl coated terminal posts
- 1 5/8" 20 WT black vinyl coated top rail

Additive Bid

The City would also like a bid for work on an additional 220 feet of fence on the south side of the Water Filtration Plant property. This additive bid would include all of the project requirements stated above, including removal of existing fence, disposal of existing fence, and installation of new fence. Two bids are requested for this additional 220 feet:

- (a) Approximately 220 feet using aluminized/galvanized fencing materials
- (b) Approximately 220 feet using black vinyl coated fencing materials

BID FORM

	<u>Lump Sum</u>
<u>Base Bid</u>	\$ _____
<u>Alternate Bid</u>	\$ _____
<u>Additive Bid (a)</u>	\$ _____
<u>Additive Bid (b)</u>	\$ _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

Signature/Date: _____

Title: _____

Printed Name: _____

CONTENTS OF PROPOSAL SUBMITTAL

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

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Listing of any identified Subcontractors
4. Copy of Insurance

EVALUATION

Staff will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City.

TENTATIVE SCHEDULE FOR AWARD

Issue RFPJuly 20, 2021
Mandatory Pre-bid Meeting.....July 27, 2021
Proposal Due DateAugust 3, 2021
City Commission Consideration of BidsAugust 24, 2021
Start DateAfter Notice to Proceed issued by City Staff

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 WATER FILTRATION PLANT.
- 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.

Figure 1



Figure 2

