

MUSKEGON



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

REQUEST FOR PROPOSALS

PROJECT NAME: HVAC System Improvements at DPW

DATE OF ISSUANCE: Friday, July 16, 2021

DATE PROPOSAL DUE: Tuesday, August 3, 2021

ISSUING OFFICE: City of Muskegon
Department of Public Works
c/o – Joel Brookens
1350 East Keating Avenue
Muskegon, MI 49442
Email: Joel.Brookens@shorelinecity.com
Tel. (231) 724-6900

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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 Joel Brookens at the City of Muskegon via (231) 724-6900 or via E-mail at Joel.Brookens@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, Tuesday, 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 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.

LOCAL PREFERENCE POLICY

The City Commission may give local preference on purchases and contractors to local businesses. If a contractor or business is located within the city limits of the City of Muskegon, a bid may be accepted at or within 2% of the lowest non-local bid. A contractor or business located within the County of Muskegon, a bid may be accepted at or within 1% of the lowest non-local bid.

Any contractor electing to pay prevailing wage to its employees may be granted an additional 1% allowance, up to a maximum of 3%. Prevailing wage will be paid according to the newest wage determination published by the U.S. Federal Government and agreed upon before awarding a contract. Contractor will be required to sign an affidavit ensuring proper payment to employees.

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 inspection, review of facilities, and design related to improvements of the HVAC system at the City's DPW building located at 1350 E Keating.

Over the years, the HVAC system at DPW has been modified several times. The city has been dealing with poor heating and cooling issues for some time. The City would like a review of our current system; along with known problems and issues; and a recommended solution, including design, size and layout of plumbing, size of proposed units and/or air handlers, and estimated cost of improvements. Final documents provided to the City should be in a manner in which the City is able collect bids for the installation work.

The City will make available the original blue prints for the Department of Public Works building. Attached are pages from the plans, showing the areas of concern. Main areas of concern are as follows:

- Breakroom/Lunch room and men's locker room area: This area is controlled by two units, one of which does not have AC, therefore the men's locker room (including bathroom and shower areas) are not air conditioned but does have constant air flow. The AC that is located here, does not cool properly nor does it heat properly.
- Women's locker room: heated by a constant heating system and variable air exchanger. This area sees little use and the current system is not efficient for the use of the area.
- Office areas highlighted in green: These areas do not have an air handling unit and are heated and cool by individual mini-split units. These units are nearing the end of their expected life and are not efficient.

It is the City's intent to replace or add air handling units under the direction of the selected contractor. The City will most likely have to add this expense in future budgets and may have to post pone the actual work until future dates.

City of Muskegon will host a site meeting (non-mandatory) on Thursday, July 29, 2021 at 10:00 am (at DPW building, 1350 E Keating Ave) to answer questions and review the project site. Questions submitted to Joel Brookens via email (Joel.Brookens@shorelinecity.com) prior to Friday, July 30 at 4:00 pm 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.

BID FORM

Lump Sum

Base Bid

Re-design of HVAC system at DPW, outer office areas. \$ _____ LSUM

Base Bid Total \$ _____

Alternate #01

N/A

Company Name: _____

Address: _____

Phone: _____

Email: _____

Signature/Date: _____

Title: _____

Printed Name: _____

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 RFPMay 10, 2021

Proposal Due DateMay 25, 2021 (2:00 PM)

City Commission Consideration of BidsJune 1, 2021 (If Needed)

Start DateAfter Notice to Proceed issued by City Staff

Completion DateAugust 31, 2021

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.

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.