

# MUSKEGON



**West Michigan's Shoreline City**

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

**CITY OF MUSKEGON**

## **REQUEST FOR QUALIFICATIONS**

PROJECT NAME:	Skate Park
DATE OF ISSUANCE:	August 22 <sup>nd</sup> , 2022
DATE PROPOSAL DUE:	September 20 <sup>th</sup> , 2022
ISSUING OFFICE:	City of Muskegon c/o – Leo Evans 1350 East Keating Avenue Muskegon, MI 49442 Tel. (231) 724-6920

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**ATTACHMENT A – PROJECT VICINITY MAP**

**Note:** Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFQ, 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 each principal firm 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:

City of Muskegon  
Attn: Clerk's Office  
RE: Skate Park  
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 by no later than 2:00 PM on Tuesday, September 20<sup>th</sup>, 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 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 (Leo Evans) 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 qualified full-service firms to assist in the design and construction of a new skate park within the City of Muskegon. The City of Muskegon previously had a skate park which has become obsolete and is essentially fully abandoned. Some work has been done by the City and Stakeholders to kick start the campaign for construction of a new park, the information compiled to date is available here:

<https://www.muskegon-mi.gov/skate-park-project/>

The location of the proposed skate park has been identified and is included in Attachment A.

The proposed work will be broken into phases as follows:

#### **Phase 1 – Conceptual Design**

- Conceptual Design – Includes participation in a kick-off meeting with the designated group of stakeholders to review the proposed location, establish the target size of the park (+/- 10,000 SFT), and identify the potential elements. Upon completion of the kick-off meeting the selected firm shall create preliminary site renderings and cost estimates.
- Community Outreach – Includes presenting the conceptual design material and cost estimates in a community meeting format and soliciting feedback from the wider public, possibly through a survey.
- Concept Revision - Includes refinement of the conceptual designs and preparation of final renderings and cost estimates for the selected alternative. Cost estimates should be all inclusive of construction costs, engineering fees, permit fees, future maintenance costs, etc... The goal is to ensure that fundraising efforts successfully cover all necessary costs for construction and perpetual care.
- Concept Finalization – Includes hosting a second community meeting to present the final design details.

#### **Phase 2 - Financing**

- Fundraising – This phase is to be completed primarily by City staff and the various project stakeholders, with some amount of minimal clarification and expertise required from the selected vendor. City Staff and stakeholders will utilize the final renderings and cost estimates to identify the grant funding, private fundraising, and public financing options available to complete construction and start a maintenance fund for the proposed skate park.

### **Phase 3 – Detailed Design & Bidding**

- Detailed Design – Upon identification of an appropriate fundraising mechanism for the project, the selected vendor will be directed to complete a detailed design for the site including all appropriate survey, plans, specifications, and complete contract documents for bidding.
- Bid Solicitation – Vendor shall assist the city in obtaining bids for the entire project, and/or for any individual components of the project that are not directly performed by the selected vendor. The city’s preference is to hire a vendor that can design and construct the skate park. City purchasing policy guidelines shall be followed for any items sent for bidding, and any vendors involved in the construction phase shall be required to comply with all standard City policies and procedures regarding contracting.

### **Phase 4 – Construction**

- Construction Oversight and Project Management – Selected vendor will be responsible to provide management of the construction project from inception through final completion. Work will include addressing any requests for information, ensuring the project remains on schedule, maintaining the project budget, and preparing detailed As-Built drawings upon completion of the project.

### **Special Considerations**

- The Boys and Girls Club property can afford to lose no more than 8 parking spaces as a result of this project.
- The design should allow ample room for a driveway/road to be constructed along the east side of the Boys and Girls Club building in the future if/when that is ever needed.
- The design should include two (2) sidewalk connections between the Boys and Girls Club parking lot and Rotary Park. Two (2) connections exist currently; they can be maintained in their existing state, or rerouted as a part of the design.
- The mature pine trees on the south end of the identified area should be preserved if possible with a preference to incorporate them into the design.
- The skate park should include fencing along the perimeter where necessary to comply with standard practices. Appropriate separation and access should be maintained between the existing playground features and the proposed skate park.
- There should be no primary features constructed on top of the storm sewer outfall in the event it requires future maintenance. Consideration could be given to potentially removing the enclosed storm sewer outlet and incorporating an open channel for the outlet into the design of the park.

At this time the City has committed an amount of \$10,000 to be allocated to the selected vendor for completion of Phases 1 and 2 of the project. Commitments for the later Phases of the project will be subject to a successful fundraising campaign in Phase 2.

A proposed schedule for the project is included later in this RFP.

Questions on the above phasing can be submitted to Leo Evans via email ([Leo.Evans@shorelinecity.com](mailto:Leo.Evans@shorelinecity.com)). Questions received prior to Monday, September 12<sup>th</sup>, 2022 will receive a response prior to the acceptance of the RFP. Requests received after that date will receive a response pending staff availability.



## **CONTENTS OF PROPOSAL SUBMITTAL**

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

### ***QUALIFICATIONS OF TEAM***

Highlight similar past experiences, and technical competence as it relates to the specific project details and previously completed projects. Include a summary of the items and phases of work that would be self-performed by your firm and any items/phases that would be performed by sub-contractors.

Include a brief summary with resumes of the key staff for the project, including any key staff that work for proposed subcontractors.

Qualifications of Team limited to three (3) pages of text  
(Not including resumes and pictures)

### ***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.

Understanding of Services limited to one (1) page of text  
(Not including example pictures)

### ***PRICED PROPOSAL***

Confirm that your firm can complete Phases 1 and 2 for the identified allocation of \$10,000.

Cost for the remaining phases will be negotiated based on the design and cost estimates prepared in Phase 1 and the successful identification of a funding mechanism for the project.

## **EVALUATION**

Staff and Stakeholders will review the submitted proposals and make a recommendation to the City Commission for award of the contract for Phases 1 and 2 based on the current purchasing policies of the City. Subsequent Phases will require separate Commission approval.

**TENTATIVE SCHEDULE FOR AWARD**

Issue RFP .....August 22<sup>nd</sup>, 2022

Proposal Due Date .....September 20<sup>th</sup>, 2022

Staff / Stakeholder Proposal Scoring .....September 20<sup>th</sup> – 26<sup>th</sup>, 2022

City Commission Consideration of Bids .....October 11<sup>th</sup>, 2022

Phase 1 Start Date .....After Notice to Proceed issued by City Staff

City / Stakeholder Kickoff Meeting.....November 2022

Community Meeting #1 .....February 2023

Community Meeting #2 .....April 2023

Phase 1 Completion Date.....May 1<sup>st</sup>, 2023

Phase 2 Start Date .....May 2023

Phase 2 Completion Date.....TBD

Phase 3-4.....TBD

## 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, Vendor 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. **Vendor Insurance Requirements:** Vendor 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 Vendor 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 Vendor 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 \$1,000,000 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 Vendor 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 \$1,000,000 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 Vendor 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. This section is only applicable for RFP's requesting professional services (Architect, Engineer, etc...)
- 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.