

MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME:	Kruse Park Boardwalk
DATE OF ISSUANCE:	July 6 th , 2021
DATE PROPOSAL DUE:	July 27 th , 2021
ISSUING OFFICE:	City of Muskegon 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

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 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: Kruse Park Boardwalk
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, July 27th, 2021.

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 architectural firms to provide preliminary design concepts and cost estimates relative to replacing the Lake Michigan Beach Access at Kruse Park.

Kruse Park - <https://goo.gl/maps/L6jQESpSp4iHVhVR6>

Kruse Park is located on the shores of Lake Michigan at the southern end of the City of Muskegon Limits. Access to the site is via Sherman Boulevard from US-31.

The park serves as one of the primary access points to Lake Michigan within the City of Muskegon and also serves as the designated dog beach within the City. Access from the parking lot to the beach is provided via a handicap accessible boardwalk which traverses from the parking lot down to the beach, approximately a 30 FT elevation difference.

During the high water events on Lake Michigan in 2019-2020 portions of the boardwalk were compromised and eroded requiring the closure of the boardwalk and removal of several sections of decking before they were washed into the lake. Currently the portion of the boardwalk providing access to the lakefront is closed and remains unusable due to the sections that required removal.

The City is seeking qualified firms to provide the following services:

- Review of the site and assessment of the existing conditions
- Identify options for the site to restore access between the lakefront and parking lot
- Prepare conceptual renderings and cost estimates for the identified options
- Hosting an public meeting to solicit feedback on the identified options
- Preparing a final recommendation inclusive of the conceptual designs, cost estimates, public feedback, any revisions/changes to the conceptual designs, and identification potential funding sources to move the project forward

The City is seeking firms with prior experience working on projects of similar scope.

The City has allocated a preliminary budget of \$15,000 for completion of the items identified in this proposal.

SCOPE OF SERVICES

The following tasks are provided based on the City of Muskegon's initial concept of the project, and are not intended to be all inclusive. These tasks may be modified in the individual proposals to reflect a specific approach to the project.

- **Site Review / Kick Off Meeting**
 - Conduct a field review with City Staff to visit the site
 - Perform any preliminary survey necessary to establish design options. Drone/aerial survey is encouraged for this preliminary level work.

- **Conceptual Design**
 - Identify site challenges, site constraints, and viable/constructible scenarios to restore the lakefront access with pros and cons for each option.
 - Create renderings of each option along with preliminary cost estimates.
 - Conceptual designs should be prepared for scenarios that do provide ADA compliant access and for scenarios that do not provide ADA compliant access.

- **Public Input**
 - Host a public meeting to review the options and solicit feedback
 - Prepare meeting minutes and a summary of the feedback received. The meeting should be held in person. City Staff will assist in coordinating/hosting the meeting.

- **Final Report**
 - Prepare a final report outlining all of the conceptual designs and cost estimates
 - Identify pros and cons for each option
 - Provide a summary of the permits required for each option
 - Provide a summary of the public input received
 - Provide a recommendation on the preferred option
 - Provide a summary of potential funding sources for the project

CONTENTS OF 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 working on Lakefront Access projects, 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.

Qualifications of Team limited to two (2) pages of text
(Not including resumes and example 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)

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.

PRICED PROPOSAL

Provide a priced proposal summarizing the anticipated costs required to complete the identified tasks.

EVALUATION

Staff will review/score the proposals and provide a recommendation to the City Commission based on the following factors.

Proposals will be scored in Four (4) categories, by a scoring team composed of staff from the City of Muskegon:

- Qualifications of Team – 30% of Total Score
- Understanding of Service – 15% of Total Score
- Location of Firm – 5% of Total Score
- Priced Proposal – 50% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related successful past project experience of the 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. 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.

Priced Proposal will be scored based on the lowest cost proposal being awarded the highest score with higher cost proposals awarded lower scores.

TENTATIVE SCHEDULE

Issue RFPJuly 6th, 2021

Proposal Due DateJuly 27th, 2021 (2:00 PM)

Staff Review & RecommendationJuly 27th, 2021 – August 3rd, 2021

City Commission Consideration of Proposal.....August 10th, 2021

Identified ServicesAugust/September/October 2021

Final Report Due.....October 25th, 2021

INSURANCE REQUIRMENTS

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.