

MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONSULTANTS

REQUEST FOR PROPOSALS

PROJECT NAME:	DWRF Project Plan Development
DATE OF ISSUANCE:	November 7 ^h , 2018
DATE PROPOSAL DUE:	November 26 th , 2018 (4:30 PM)
SHORTLISTED FIRMS CONTACTED:	November 28 th , 2018
PRICED PROPOSAL DUE:	December 4 th , 2018
ISSUING OFFICE:	City of Muskegon Department of Public Works 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-6707

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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, P.E. at the City of Muskegon Public Works Department at (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 CONSULTANTS

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 RFP documents, and at its option may reject the same.

Each firm 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 to:

City of Muskegon
Department of Public Works
1350 Keating Ave.
Muskegon, MI. 49442

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than 4:30 PM, November 26th, 2018.

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 firm to whom the Award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made.

Proposals will be reviewed by a panel of at least three (3) staff at the City. The top three (3) most qualified firms, in the opinion of the panel, will be contacted to provide pricing to complete the work.

The shortlisted firm submitting the lowest price will be recommended for approval to the City Commission. Award will not be completed until confirmed 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 firm 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 firm 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 firms to develop a Drinking Water Revolving Fund Project Plan as outlined in Attachment A. In addition to preparation and submittal of the project plan the City of Muskegon is requesting assistance to complete disadvantaged community worksheets, funding applications, host public hearings, and complete additional forms and reporting as required by the Michigan Department of Environmental Quality (MDEQ).

In addition the selected firm will be required to assist in preparation of application documents after completion and acceptance of the project plan by MDEQ, and provide guidance and clarification of intent for issues arising during the design and construction of any selected projects.

Separate requests for qualifications and/or proposals will be considered to assist in the design and construction oversight of any projects receiving funding through this program.

BACKGROUND INFORMATION

An outline of the proposed schedule is included below. This will be subject to change depending upon the needs and availability of interested parties. Above all else the dates must be met to comply with DWRF requirements.

Proposals Due – 11/26/2018
Shortlisted Firms Contacted – 11/28/2018
Price Proposals Due – 12/03/2018
City Commission Review – 12/11/2018
Notice to Proceed – 12/12/18
MDEQ Kick Off Meeting – Week of 12/17/2018
Preliminary Plan Due to MDEQ – 03/15/2019
Final Plan due to MDEQ – 05/01/2019
Applications Submittal and Follow Up – October 2019 +

PURPOSE OF THE PROJECT

The intent of the project is to assist the City of Muskegon in developing a comprehensive DWRF Plan to submittal to the MDEQ for state fiscal year 2020 consideration of funding and to assist the City in guiding any selected projects through to a successful completion.

PRE-PROPOSAL INQUIRIES

Inquiries will only be accepted via email to Leo.Evans@shorelinecity.com through November 21st, 2018 by 4:30 PM local time. Inquiries will be answered on or November 21st, 2018.

SCOPE OF SERVICES

The following tasks are required as a part of the project plan completion and are summarized from Attachment A.

- Project Background
 - Delineation of Study Area
 - Land Use
 - Population Projections
 - Water Demand
 - Existing Facilities
 - Summary of Project Need
 - Exploratory Well Investigations/Well Site Selection/Test Well Drilling Procedure

- Analysis of Alternatives
 - No-Action
 - Optimum Performance of Existing Facilities
 - Regional Alternatives

- Principal Alternatives
 - Monetary Evaluation
 - Environmental Evaluation
 - Mitigation
 - Implementability and Public Participation
 - Technical Consideration
 - Residuals
 - Contamination
 - New/Increased Water Withdrawals

- Selected Alternative
 - Design Parameters
 - Hydrogeological Analysis
 - Finalization of Well Design
 - Maps
 - Schedule for Design and Construction
 - Cost Estimate
 - User Costs
 - Disadvantaged Community
 - Ability to Implement the Selected Alternative

- Environmental Evaluation
 - Historical/Archaeological/Tribal Resources
 - Water Quality
 - Land/Water Interface
 - Endangered Species
 - Agricultural Land
 - Social/Economic Impact
 - Construction/Operational Impact

- Indirect Impacts
- Mitigation Measures
- Public Participation
 - Public Meeting (Recommended)

Meetings - Includes all meetings and coordination with the City, MDEQ and any other permitting agencies, contractor(s), utility companies, effected property owners and general public relations.

Coordination with the DWRF Program Staff to ensure compliance with the requirements of the program and satisfaction of any DWRF requirements.

Coordinate with other projects including but not limited to, State Revolving Fund (SRF) Sewer Projects, City Capital Projects, Federal Aid Projects, Muskegon County DPW Projects, etc...

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 experience of the team developing DWRP project plans and working within the state revolving fund loan program. Explain any experience the team has working with the City of Muskegon water system or other similar systems. Show technical competence of the team 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.

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.

Pricing to complete the work as described is not required in the initial submittal. However firms that are shortlisted will be contacted on Wednesday, November 28th with a request to provide pricing by Monday, December 3rd.

Proposals narratives should be limited to 7 pages, not inclusive of any graphics and/or resumes.

EVALUATION

All proposals received will be reviewed by the selection team and ranked based on the content of the proposal. The top three (3) ranked firms will be contacted to provide pricing to complete the work outlined in their proposal.

The shortlisted firm submitting the lowest price to complete the work will be recommended to the City Commission for consideration to complete the work.

TENTATIVE SCHEDULE FOR AWARD

Issue RFPNovember 07, 2018

Pre-Proposal Inquiry Due DateNovember 21, 2018, (12:00 PM EST)

Pre-Proposal Inquiry Response Date:November 21, 2018

Proposal Due DateNovember 26, 2018 (4:30 PM EST)

Shortlisted Firms Contacted.....November 28, 2018

Shortlisted Firms Priced Proposal DueDecember 03, 2018

Recommendation to City CommissionDecember 04, 2018

City Commission Meeting ReviewDecember 11, 2018

INSURANCE REQUIREMENTS

The Consultant 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.