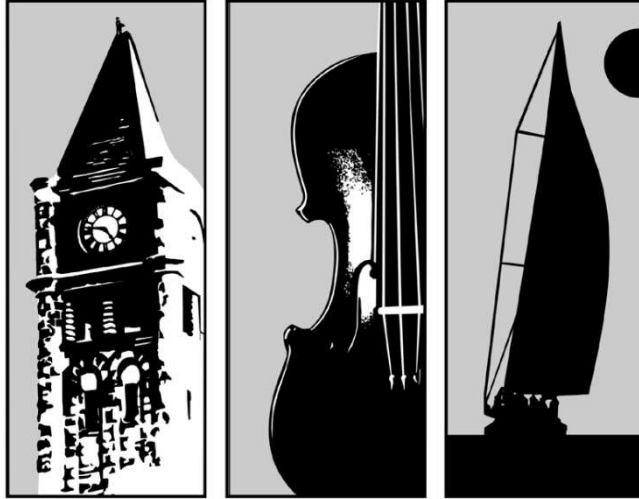


# MUSKEGON



**West Michigan's Shoreline City**

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

**CITY OF MUSKEGON**

## NOTICE TO CONSULTANTS

## REQUEST FOR QUALIFICATIONS

PROJECT NAME:	SRF & DWRP Project Implementation
DATE OF ISSUANCE:	September 13, 2019
DATE PROPOSAL DUE:	October 07, 2019
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](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 CONSULTANTS**

**TERMS & CONDITIONS**

**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, October 07, 2019.

**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.

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 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 provide comprehensive engineering services relative to all aspects of the surveying, design, and construction of various sanitary sewer and water main projects proposed for funding under the SRF (State Revolving Fund) and DWRF (Drinking Water Revolving Fund) within the city of Muskegon.

The City anticipates participation in the program from FY20 through FY24 and is soliciting a QBS (Qualifications Based Selection) for that period.

Specific project areas and scopes for FY20 are outlined in Attachment A. Preliminary plans for future years are also included as Attachment B and Attachment C for reference.

The schedule for the work is still under negotiation with MDEGLE but is likely to follow a 4<sup>th</sup> quarter financing schedule shown in Attachment D. Construction of FY20 projects is primarily planned for the 2021 Construction Season (April 2021 – October 2021).

### **BACKGROUND INFORMATION**

An outline of the proposed schedule is included below. This will be subject to negotiation and modification with the selected firm and MDEGLE. Above all else the dates must be met to comply with SRF & DWRF requirements.

Preliminary Design Due to City – 04/01/2020

Final Design Due to City – 05/01/2020

Bond Closing – 08/30/20

Notice to Proceed – 10/29/2020

Construction – 11/01/2020 – Fall 2021

Completion / Closeout – Fall 2021

### **PURPOSE OF THE PROJECT**

To complete SRF and DWRF funded sewer and water main projects in a timely and efficient manner, complying with the SRF & DWRF requirements and providing exceptional service to the citizens of Muskegon.

## 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.

- Preliminary Design
  - Topographic Survey, roadway features, right-of-way and property line features, subsurface utilities, etc...
  - Alignment / Geometrics
  - Cross Sections
  - Utility Improvements / Extensions
  - Estimates
  - Soil Borings
  
- Final Design
  - Detailed Plans
    - Alignment Vertical & Horizontal
    - Cross Sections
    - Roadway
    - Utilities
  - Specifications
  - Estimates
  - Public Utility Coordination and Approval
  - Permits
  - Bid Documents
  - Progress Clause
  - Maintain Traffic Plans/Specifications
  - Advertising
  - Easement Descriptions
  
- Construction Engineering
  - Construction Survey & Staking
  - Project Inspection
  - Material & Soil Testing
  - Utility Coordination
  - Prepare As-Built Drawings
  
- 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 SRF & DWRP Program Staff to ensure compliance with the requirements of the program and satisfaction of any SRF & DWRP requirements.

## **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, 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.

Include any past experiences working within the MDEGLE State Revolving Fund and Drinking Water Revolving Fund programs.

### **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.



## EVALUATION

The project will be awarded based on a Qualifications Based Selection (QBS) to the firm(s) that provide a proposal that is most responsive to meeting both the needs of the project and the City of Muskegon.

Proposals will be scored in three categories, by a scoring team composed of staff from the City of Muskegon:

- Qualifications of Team – 60% of Total Score
- Understanding of Service – 35% of Total Score
- Location of Firm – 5% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Include an organizational chart. 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.

The City of Muskegon will shortlist up to three (3) qualified firms through the QBS process. The City will determine the number of shortlisted firms to negotiate with in a given year based on the anticipated project load and funding levels. Not all three (3) shortlisted firms are guaranteed an opportunity to negotiate in a given year.

**TENTATIVE SCHEDULE FOR AWARD**

Issue RFP .....September 13, 2019

Proposal Due Date .....October 07, 2019 (4:30 PM)

Preliminary Selection.....October 09, 2018

Price Negotiations.....October 10-11, 2018

Recommendation Due to City Commission .....October 15, 2018

City Commission Consideration.....October 22, 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.