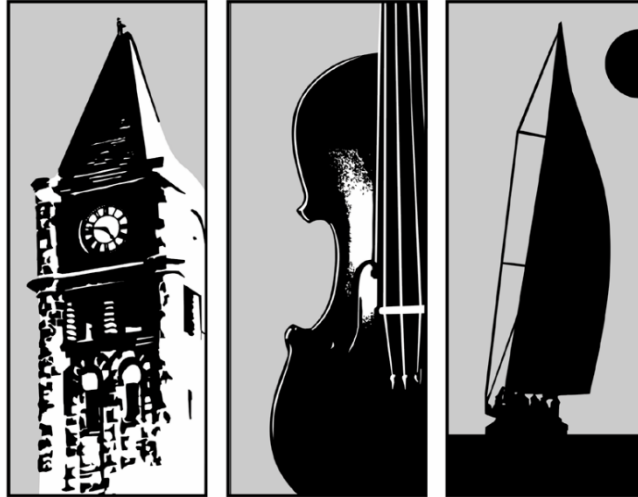


MUSKEGON



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

NOTICE TO BIDDERS

REQUEST FOR QUALIFICATION/PROPOSAL (RFP)

PROJECT NAME:	2023 Sewer Televising
DATE OF ISSUANCE:	February 3, 2023
PRE-PROPOSAL INQUIRY SUBMISSION DATE:	February 23, 2023 (4:00 PM)
DATE PROPOSAL DUE:	February 28, 2023 (2:00 PM)
ISSUING OFFICE:	City of Muskegon Department of Public Works Engineering Department 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-6707

TABLE OF CONTENTS

PROPOSAL & AWARD..... 3

INSTRUCTIONS TO CONSULTANTS 4

TERMS & CONDITIONS 4

 PROPOSALS 4

 SUBMITTAL OF PROPOSALS 4

 AWARD - REJECTION OF PROPOSALS 4

 LOCAL PREFERENCE POLICY 5

 CITY RESPONSIBILITIES 5

SPECIFIC PROJECT INFORMATION 6

 BACKGROUND 6

 PROJECT AREA 6

 CLEANING PIPES; DISPOSAL; WATER; 6

 TELEVISIONING AND INSPECTION 6

 GIS DATA 7

 RIGHT OF WAY; PERMITS; SCHEDULING; TRAFFIC; PAYMENT 8

 PRE-PROPOSAL INQUIRES 8

CONTENTS OF PROPOSAL 9

 APPLICABLE EXPERIENCE 9

 APPROACH TO THE PROJECT 9

 PROJECT STAFFING..... 9

 ADDITIONAL INFORMATION..... 9

EVALUATION 10

 EXPERIENCE 10

 STAFFING 10

 BID PROPOSAL UNIT COST PRICES 10

COST PROPOSAL..... 11

 RATES FOR WORK (BID TOTAL) 11

TENTATIVE SCHEDULE FOR AWARD 12

INSURANCE REQUIREMENTS..... 13

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 Public Works Department at (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 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 shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal submitted by each firm shall remain in effect for 90 days from the time of proposal opening.

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

Two copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
Attn: City Clerk – Ann Meisch
RE: 2023 Sewer Televising Bids
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 professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than **2:00 PM, February 28, 2023**.

AWARD - REJECTION OF PROPOSALS

The project will be awarded to the firm who provides a proposal that is most responsive to meeting both the needs of the project and the City of Muskegon.

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.

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 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

BACKGROUND

The City's sanitary system is comprised of approximately 879,000 LF of sanitary sewer with diameters ranging from 6" to 42". A breakdown by sizes is as follows:

- 729,701 LF of 8" to 12"
- 84,606 LF of 15" to 21"
- 37,088 LF of 24" to 27"
- 26,986 LF of 30" to 42"

PROJECT AREA

General area will be Apple Avenue (M46) from Muskegon to US31. See attached maps as a reference. The project area is within an MDOT controlled roadway.

CLEANING PIPES

The Contractor shall clean the sewer pipe by utilizing high pressure water jetting and vacuuming the debris from the sewer.

DISPOSAL

All solid waste removed from the pipes shall be manifested to local, state and federal regulations. The City of Muskegon does not have a location to dispose of solids. Liquids may be disposed of via discharge to the sanitary sewer. Transportation and disposal of waste to an approved site shall be included in the cost of the proposal. Muskegon County Resource Recovery Center is available to dispose of solid waste.

WATER

The contractor shall be responsible for coordinating with the City of Muskegon for utilizing water from the hydrants. Any water necessary for cleaning of the sewer pipes will be provided at no cost to the contractor. Transportation of water shall be the responsibility of the Contractor.

TELEVISION AND INSPECTION OF SEWERS

The Contractor shall conduct a recorded internal television inspection of all sanitary sewers in conjunction with cleaning operations to confirm all debris is removed and to provide a current condition assessment. The recordings and inspections shall be NASSCO PACP compliant and shall clearly show the pipe interiors, joints, alignment, wye locations, infiltration, roots, structural defects and all other PACP observations. Each pipe inspected shall include a video file in .mp4 or .mpeg format, a PDF report showing inspection results, and inspections and observation data in GIS format (Shapefile or Esri File Geodatabase). Data can be delivered via portable hard drive or a cloud-based file sharing site. The method used for delivery shall be at the discretion of the contractor.

GIS DATA DELIVERABLES

Most PACP certified inspection software has the ability to export inspection and observation data to a GIS format. The City will require all contractors to export the results of their inspections to either Shapefile or Esri File Geodatabase format. To facilitate this requirement, the City will provide GIS data of the pipes to be televised and related manholes in either Shapefile or File Geodatabase format. The data will contain the manhole IDs, pipe IDs and pipe diameters, and shall be used by the contractor for reference during all televising and cleaning activities.

GIS DATA FIELD REQUIREMENTS FOR INSPECTIONS

At a minimum, the GIS inspection features shall contain the following data fields completely populated:

Surveyed By
Pipe Segment Reference ID
Date Televised
Upstream Manhole
Downstream Manhole
Survey Direction
Pipe Diameter
Pipe Material
Length Surveyed
Structural Quick Rating
O&M Quick Rating
File path to Video
File path to PDF Inspection Report

GIS DATA FIELD REQUIREMENTS FOR OBSERVATIONS

At a minimum, the GIS observation features shall contain the following data fields completely populated:

PACP Observation Code
PACP Observation Description
PACP_Score
PACP Observation Type (i.e. O&M, Structural, Constructional)
Observation Date
Clock From
Clock To
Continuous Defect (Yes/No)
Distance
Distance To
Percent
Comment
Link to Picture
Video Time
Inspection ID (Corresponding Inspection's ID)

RIGHT-OF-WAY

The Contractor shall confine his work to the public rights-of-way and easements. Most public rights-of-way within the City limits are under the control of the City, with the exception of several Michigan Department of Transportation (MDOT) rights-of-way. MDOT rights-of-way include US-31 Freeway, Bus US-31 (Seaway Drive, Shoreline Drive and Moses J. Jones Parkway), and M-46 (Apple Avenue). Based on the location of the sanitary sewer system, very limited work is anticipated to be required within the Bus US-31 right-of-way, and no work is anticipated within the US-31 right-of-way. The Contractor shall obtain and pay for any necessary permits for use of the right-of-way. Any other area required for equipment or material storage shall be the Contractor's responsibility.

PERMITS

The Contractor shall obtain and pay for all necessary permits when work impacts the MDOT rights-of-way. The Contractor shall pay for any charges or bonds for those permits and related inspection by those agencies.

SCHEDULING

The Contractor shall file a schedule with the City of Muskegon and receive approval in writing prior to commencing services.

MAINTENANCE OF TRAFFIC

Local traffic shall be maintained at all times during services. Proper traffic control must be utilized in areas requested by the City. All traffic control devices and placement shall be in accordance with the current Michigan Manual of Uniform Traffic Control Devices.

PAYMENT

The Contractor will be paid at the per foot unit prices as given the proposal.

PRE-PROPOSAL INQUIRIES

Inquiries in regards to this project will only be accepted via email to joel.brookens@shorelinecity.com through Thursday, February 23, 2023 by 4:00 PM local time. All inquiries will be assembled and answered in a signed document and distributed on Friday, February 24, 2023.

CONTENTS OF PROPOSAL

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

APPLICABLE EXPERIENCE

Include a brief description of 5 projects of similar scope that your firm has completed in the last 5 years highlighting the contribution of the proposed project team.

APPROACH TO THE PROJECT

Describe, in narrative form, your technical plan for accomplishing the work. Explain the choice of methodology, including its strengths and weaknesses. Provide a time line indicating in a bar chart display each event, task and decision point in your work plan.

PROJECT STAFFING

Include the number of professional personnel by skills and qualifications that will be employed in the work. Indicate where the individual personnel will be physically located during the time they are engaged in the work. Indicate which of the individual personnel you consider key to the successful completion of the project and include their resumes.

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.

EVALUATION

All proposals received shall be subject to an evaluation by representatives of the City. The following factors will be considered in making the selection:

EXPERIENCE

Evaluation will include the firm's applicable experience and the assigned team's experience on similar projects within the last 5-years.

STAFFING

Evaluations will be assessed on the experience, qualifications and skills of personnel that will be available for the project work. Indicate which of the individual managers and technicians you consider key to the success of the project and include their resumes.

BID PROPOSAL UNIT COST PRICES

Unit Price Cost will play a large part in choosing the firm the City of Muskegon selects to enter an agreement with for services.

COST PROPOSAL

RATES FOR WORK

Apple Ave Project Area – SANITARY			
<i>Diameter (in)</i>	<i>Length (ft)</i>	<i>Unit price (bid amount)</i>	<i>total cost</i>
8	1,690		
10	6,444		
12	2,909		
21	993		
24	391		
27	6		
30	10		
36	733		
Total	13,177		

Apple Avenue - Muskegon Owned Storm Sewer			
<i>Diameter</i>	<i>Length (ft)</i>	<i>Unit Price (bid)</i>	<i>Cost</i>
8 inch	129		
10 inch	31		
12 inch	153		
18 inch	110		
48 inch	125		
54 inch	413		
60 inch	289		
Total	1,250		

TOTAL BID AMOUNT (sanitary + storm) = \$ _____

TENTATIVE SCHEDULE FOR AWARD

Issue RFP	February 3, 2023
Pre-Proposal Inquiry Due Date	February 23, 2023, (4:00 PM local time)
Pre-Proposal Inquiry Response Date:	February 24, 2023
Proposal Due Date	February 28, 2023 (2:00 PM local time)
Award	March 1, 2023
(If commission approval is needed	March 15, 2023)

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.