

CITY OF



# MUSKEGON

## NOTICE TO BIDDERS

### REQUEST FOR QUALIFICATION/PROPOSAL (RFP)

PROJECT NAME:	Port City Blvd RRFB
DATE OF ISSUANCE:	December 19, 2025
PRE-BID INQUIRY SUBMISSION DATE:	Friday, January 9, 2026 (4:00 PM)
<b>DATE PROPOSAL DUE:</b>	<b>Thursday, January 15, 2026 (2:00 PM)</b>
ISSUING OFFICE:	City of Muskegon Department of Public Works Engineering Department 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-4100

**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 ..... 5**

    BACKGROUND ..... 5

    PERMITS; SCHEDULING; TRAFFIC; PAYMENT..... 6

    PRE-PROPOSAL INQUIRES ..... 6

**CONTENTS OF PROPOSAL ..... 6**

    APPLICABLE EXPERIENCE ..... 6

    APPROACH TO THE PROJECT ..... 6

    PROJECT STAFFING..... 7

    ADDITIONAL INFORMATION..... 7

**EVALUATION ..... 7**

    EXPERIENCE ..... 7

    STAFFING ..... 7

    BID PROPOSAL UNIT COST PRICES..... 7

**TENTATIVE SCHEDULE FOR AWARD ..... 7**

**INSURANCE REQUIREMENTS..... 8**

**COST PROPOSAL..... 9**

    RATES FOR WORK (BID TOTAL) ..... 9

**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) 724-4100 or via E-mail at [Joel.Brookens@shorelinecity.com](mailto: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.

Firm Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

E-Mail \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**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: Port City Blvd RRFB 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, Thursday, January 15, 2026.**

**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**

Near 2050 Port City Blvd, ADAC operates facilities on both sides of the road. ADAC staff are then required to walk across the road several times though out a day. Due to safety concerns at this cross walk, the City is wanting to install rectangular rapid flashing beacon (RRFB) at this location.

Attached is a basic site plan of the proposed location and approximate layout along with a Special Provision for RRFB and the MDOT typical. Quantities are shown for information

only and are not all inclusive. Drawings shown to illustrate the city's desire. Exact parts needed, including make, model install method, etc, will be at the contractor's discretion.

#### PERMITS

The Contractor shall obtain and pay for all necessary permits, including electrical permits. 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.

All work will be completed by June 1, 2026. In the absence of any further justification for an extension of time without assessment of liquidated damages, liquidated damages will be assessed after June 1, 2026. Liquidated Damages shall be assessed in accordance with Section 108.10 of the 2020 MDOT Standard Specifications for Construction.

#### 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 a Lum Sump price 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 Friday, January 9, 2026 by 4:00 PM local time. All inquiries will be assembled and answered in a signed document and distributed on Monday, January 12, 2026.

### **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**

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

**TENTATIVE SCHEDULE FOR AWARD**

Issue RFP	December 19, 2025
Pre-Proposal Inquiry Due Date	January 9, 2026 (4:00 PM)
Pre-Proposal Inquiry Response Date:	January 12, 2026
Proposal Due Date	January 15, 2026 (2:00 PM)

Notice of Award (day after commission)

January 28, 2026

Notice to Proceed (after signed contracts back)

February 11, 2026

### **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.

**COST PROPOSAL**

**TOTAL BID AMOUNT = \$ \_\_\_\_\_**