



REQUEST FOR PROPOSALS

Addendum #1, January 9, 2026

PROJECT NAME: Asbestos & Lead Survey

DATE OF ISSUANCE: December 19, 2025

DATE PROPOSAL DUE: January 15, 2025

ISSUING OFFICE:

City of Muskegon
Department of Public Works
Attn: Dan VanderHeide, Director
Ref. 2026 W. Western Rehabilitation
1350 E. Keating Ave.
Muskegon, MI 49442
(231) 724-6993
dan.vanderheide@shorelinecity.com

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ATTACHMENT A ADD#1: List of Facilities and Information

ADDENDUM ATTACHMENTS: [Asbestos & Lead Building Layouts](#)

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 Dan VanderHeide at the City of Muskegon via (231) 724-6993 or via E-mail at dan.vanderheide@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

Terms and Conditions

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.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subconsultant for prior approval. Subconsultants, if any, shall be approved by the Project Manager prior to acceptance of a contract and shall bound by these terms and conditions. The submitting firm shall furnish any subconsultant's proof of insurance meeting city requirements upon request.

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.

Submittal of Proposals

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
Clerk's Office
933 Terrace St
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 contract for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, January 15, 2026

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 (Dan VanderHeide) 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, proposals, 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

Invitation

The City of Muskegon (“City”) is seeking proposals from qualified environmental consulting firms (“Consultant”) to conduct primarily visual asbestos-containing material (ACM) surveys and primarily visual lead-based paint (LBP) assessments across multiple municipal facilities constructed primarily between 1950 and 1975.

This project is primarily a non-invasive, visual inspection, with limited sampling and laboratory analysis in specific areas and specific facilities where imminent renovation or rehabilitation work is being planned. Abatement is not included.

The City has near-term plans to renovate the following systems/buildings, and testing is required only for these portions of the scope:

-

The purpose of the surveys is to:

- Identify suspect ACM and suspect LBP based on visual indicators, construction era, and material type.
- Confirm the presence or absence of ACM and/or LBP in select renovation areas to support near-term project planning.
- Ensure compliance with applicable Michigan and federal requirements related to renovation and demolition.

The City has provided a list of facilities with pertinent information as Attachment A to this RFP. The City has also provided limited building plan/layout information as “Addendum Attachments” at the online linked location on page 2 of this RFP. The City may add or remove facilities during contract negotiation.

An optional pre-bid meeting will be held on **Tuesday, January 6th beginning at 9:00 a.m.** The meeting will begin at the City’s DPW Building at 1350 E. Keating, and will include brief and limited tours of some of the larger facilities requested for survey in this RFP.

Required Services

Conduct a kickoff meeting with City personnel. Review any available building drawings, previous environmental reports, or historical documentation. Coordinate with City staff to confirm boundaries of areas requiring sampling prior to fieldwork. Prepare a site-specific inspection plan and schedule for City review.

As a part of the visual asbestos survey, the Consultant shall:

- Perform a non-destructive, visual inspection of accessible interior and exterior building materials to determine whether they are suspect ACM based on:
 - Age and construction era
 - Material type and appearance
 - Known common ACM uses (e.g., floor tiles, pipe insulation, plaster, cement board, mastics, ceiling tiles, roofing materials)

- Document all suspect materials, including:
 - Material description and presumed ACM category
 - Estimated extent and location
 - Condition (good/fair/poor)
 - Friability (friable or non-friable)
 - Photographs
 - Notes regarding accessibility or limitations
- Ensure the survey meets the intent of:
 - MIOSHA Part 602, which requires employers to identify presumed asbestos-containing materials (PACM) and suspect ACM prior to employee exposure.
 - NESHAP pre-renovation identification requirements, recognizing that confirmation testing will be required before disturbance.

As a part of the visual lead-based paint survey, the Consultant shall:

- Conduct a visual-only assessment of painted and coated surfaces to identify suspect LBP based on:
 - Age of building or component
 - Layering, coating characteristics, and substrate
 - Locations typically associated with legacy lead coatings (e.g., trim, doors, windows, structural steel, mechanical equipment coatings)
- Document suspected LBP, including:
 - Location and substrate
 - General condition of paint (intact, deteriorated)
 - Photographs
 - Limitations for inaccessible or concealed areas
- Ensure compliance with:
 - MIOSHA Part 603, requiring identification of potential lead-containing materials before disturbance
 - EPA RRP Rule (for buildings constructed prior to 1978)

For targeted asbestos sampling & analysis in designated renovation areas only, the Consultant shall:

- Collect bulk samples of suspect ACM in accordance with:
 - AHERA protocols
 - MIOSHA and EPA NESHAP requirements
- Submit samples to an NVLAP-accredited laboratory for PLM analysis (with point counting where required).
- Limit sampling strictly to:
 - Areas identified by the City as part of imminent rehabilitation projects
 - Materials likely to be disturbed by the planned work

For targeted lead-based paint sampling & analysis in **designated renovation areas only**, the Consultant shall:

- Perform XRF testing and/or paint chip sampling of painted surfaces scheduled for disturbance.
- Conduct laboratory analysis at an AIHA-accredited or equivalent laboratory where paint chip sampling is used.
- Ensure testing meets the needs of:

- MIOSHA Part 603
- EPA RRP Rule pre-renovation requirements

The Consultant shall provide one report per facility that includes:

- An Asbestos Section
 - Summary of suspect ACM observed
 - Annotated floor plans or maps showing material locations
 - Photographs of suspect materials
 - Descriptions of each suspect material's type, condition, and friability
 - Recommendations for pre-renovation testing
 - Regulatory context for Michigan-specific requirements
- A Lead Section
 - Summary of suspect LBP locations
 - Annotated drawings or maps
 - Photographs of suspect painted surfaces
 - Summary of conditions and renovation considerations
 - Recommendations for required testing before disturbance
- For Tested Areas
 - Laboratory results for asbestos and/or lead
 - Chain-of-custody and lab certifications
 - Identification of confirmed ACM and/or LBP
 - Regulatory implications specific to Michigan
 - Guidance for renovation planning (no abatement design)
- And Additional Deliverables
 - A consolidated summary spreadsheet listing all suspect materials and locations, identifying which were visually assessed vs. analytically tested.
 - PDFs plus editable data tables (Excel or CSV)

The following work is not included:

- Asbestos or lead abatement
- Air monitoring, clearance or clearance sampling
- Hazardous materials beyond asbestos and lead unless separately contracted

Schedule

Consultant shall propose a schedule including:

- Prioritization of areas with imminent renovations
- Facility walkthrough dates
- Draft report submission
- Final report delivery

The City anticipates project completion within 6 weeks of Notice to Proceed.

Qualifications

As part of its response, the Consultant shall demonstrate:

- MIOSHA-accredited Asbestos Building Inspector certification

- Certified Lead Inspector/Risk Assessor or equivalent training appropriate for LBP identification (visual-only)
- Experience with municipal buildings and mid- to late-20th-century construction in Michigan
- Familiarity with MIOSHA, Michigan EGLE requirements, EPA RRP, and NESHAP obligations

CONTENTS OF PROPOSAL SUBMITTAL

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.

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.

Detailed Scope of Work and Fee

Include a document that details the specific staff involved in each scope item and their hourly rate(s), the number of hours required to complete each scope item, any subconsultant expenses and any percentage added by the prime consultant, and any other direct expenses that cannot be accounted for in the hourly calculation

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 within the corporate limits of 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. Additional information not specifically requested in this RFP should be limited to no more than 5 pages.

ANTICIPATED AWARD SCHEDULE

The City anticipates considering award of this contract at its January 27th, 2026 Regular Commission Meeting.

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 four categories, by a scoring team composed of staff from the City of Muskegon:

- Qualifications of Team – 50% of Total Score
- Fee – 30% of Total Score
- Understanding of Service – 15% 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. Up to three (3) references may be provided for use at the discretion of the scoring team.

Fee will be scored based on the team's understanding of how the fee and the scope items complement each other, and how the fee and level of effort compares to other responding firms. The lowest fee will not necessarily receive the highest score in this category.

Understanding of Service will be scored based on the information provided in the proposal that details the understanding of the processes and milestones necessary throughout the project to ensure that the project is completed successfully.

Location of Firm will be based on location of the firm's office where project work will be completed. Maximum scores will be awarded for completing work within the corporate limits of the city of Muskegon.

INSURANCE REOUIRMENTS

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:
- Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.
 - Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
 - 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.