



REQUEST FOR PROPOSALS

PROJECT NAME: Construction Management Services – For Preconstruction and Construction Phases – Muskegon Farmers Market Renovations and Addition

DATE OF ISSUANCE: June 17, 2026

DATE PROPOSAL DUE: June 30, 2026

ISSUING OFFICE: City of Muskegon / Muskegon Farmers Market
c/o Ann Meisch
933 Terrace St
Muskegon, MI 49440
Tel. (231) 724-6705

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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 Ann Meisch at the City of Muskegon via (231) 724-6705 or via E-mail at ann.meisch@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

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 documents, and at its option may reject the same.

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 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
Clerk's Office
RE: Muskegon Farmers Market
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 RFP for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, June 30th, 2026 at which time all proposals will be opened, and bids read aloud.

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 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 recommended to and approved 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 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

INTRODUCTION TO PROJECT & BACKGROUND INFORMATION

This Request for Proposal (RFP) is to invite proposals from pre-qualified Construction Managers at Risk to work closely with the Owner, City of Muskegon, and Architect, Integrated Architecture, in a comprehensive team effort for the construction and expansion of the Muskegon Farmers Market (MFM) commercial kitchen and barn structures.

The project will include pre-construction and construction phases to create flexible spaces at the MFM and expand its capacity to support food entrepreneurs, vendors, educational programming, and community events. The expansion will enhance the functionality of the MFM's commercial kitchen, a 520sf garage expansion, cooler/freezer area renovations while also expanding the barn structure used for vendor stalls, events, and agricultural programming.

It is expected that the CM will work closely with the City of Muskegon and Integrated Architecture to prepare a strategy toward maximizing the available funds for the project. The responsibilities of the CM will include all required trade/subcontracts for construction.

Work shall include furnishing all labor, equipment, and tools required to provide CM services as described above.

Subcontractors, if any, shall be approved by the Project Manager and Integrated Architecture prior to acceptance on this contract and shall be bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor's proof of insurance meeting city requirements.

The City Commission reserves the right to reject any or all bids, waive irregularities in any bid and make award in any manner deemed in the best interests of the City.

The Muskegon Farmers Market (established in 1921) is a year-round public market that serves as a hub for local agriculture, food businesses, and community engagement in Muskegon County. The Market supports farmers, food entrepreneurs, and artisans by providing a vibrant venue for selling locally produced goods and hosting educational and community programming.

The Market operates multiple days per week and serves thousands of residents and visitors annually. Facilities at the Market include vendor stalls, a commercial kitchen used for food preparation and programming, and barn structures that house the Winter Market and an event space.

The Muskegon Farmers Market has been at its current location since 2014 and occupies 4 acres of property at 242 W. Western Ave. The existing building includes the Kitchen 242, The Barn, Market Office, one set of restrooms, and a garage area for storage. The proposed expansion will improve the Market's ability to serve vendors and the public while supporting economic development and local food systems in the region.

The Muskegon Farmers Market is owned and operated by the City of Muskegon.

SCOPE OF SERVICES

Construction Management Services will be delivered in two stages as follows:

Stage One – Pre-Construction Services: During this phase the Construction Manager will assist the “Owners” design team in attaining project feasibility through a comprehensive cost estimating and trade-contractor on-boarding phase. The successful Construction Manager will construct an initial project construction estimate, keeping the budget updated during all phases of design. These efforts must ensure that the project budget for construction is kept on track and within the set limitations of the “Owners” overall project budget. It is the responsibility of the Construction Manager to be in close collaboration with the Owner and Architect to value-engineer, coordinate development of the project including material selections, building systems, material usage, detail development and other constructability, material and supply-chain issues that have budgetary impacts.

Stage Two – Balance of Construction Management services in accordance with the services as defined in the A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. Those services include, but are not limited to executing trade contracts, conducting all necessary meetings with trade contractors, creation and updating of project schedule, reviewing monthly progress payment requests, projecting cashflow, suggestions of project potential cost savings, coordination of information requested, monthly construction progress reports, coordination of trade contractors, maintaining as-built drawings, project financial management to coordinate with various incentive programs, project closeout activities, final payment application requests, providing all necessary personnel to management the construction of the project.

Additional work may be required over and above that level, and will be negotiated as necessary.

CONTENTS OF PROPOSAL SUBMITTAL

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

1. Signed and Completed Proposal & Award Page
2. Summary of Experience, Available Equipment, and Personnel – See Proposal Format, below
3. Narrative of Understanding of Service
4. Listing of any identified Subcontractors and their locations

5. Cost for Services – in separate envelope

PROPOSAL FORMAT

Your firm's response to this RFP should be arranged in the following format:

SECTION ONE: Firm Information (2 pages max)

Firm Profile / History

Key Personnel

Description of In-House Services (including both management and self-performed trades)

SECTION TWO: Project Description & Firm Experience

State your firm's understanding and description of the project.

Identify three similar projects that your firm has completed in the last 5 years. Include a brief description of the project, its proposed and final costs.

SECTION THREE: Project Team

An organizational chart identifying the project personnel and experience

Include team resumes and individual references for relevant projects

SECTION FOUR: Project Schedule

Provide a Master Schedule showing Pre-construction activities, with an emphasis on preconstruction leadership, including estimating and delivery methodologies.

SECTION FIVE: Construction Logistics Plan

Provide a Site Logistics Plan indicating construction staging, deliveries, safe separation of existing campus activities.

SECTION SIX: Construction Management Services

Provide a listing and description of the services your firm will provide for the project during both the Pre-construction and Construction phases

SECTION SEVEN: Construction Management Cost & Fee Schedule

List and delineate costs for the following:

A. **Pre-Construction Services** including but not limited to the involvement and extent of management, estimating, project planning and scheduling.

B. **Construction Services** including but not limited to the following:

- a. **CM Fee, OH&P**, clearly identifying the involvement and extent of management personnel.
- b. **Change Order Mark-up**, clearly identify the cost percentage that will be used for changes to the scope, after the bidding is complete. Include itemized mark-up percentage separately for self-performed work and for subcontracted work.
- c. **Fixed General Conditions**, clearly identifying the approximate cost per month for your firm, for your staff, supervision and site costs. Refer to list below of what is covered as a general condition cost. Provide an itemized list and add accordingly. Note if any of these will be provided as part of the CM management fee.
- d. **Reimbursable Costs**, clearly list all expected reimbursable costs and their estimated values per month.

EVALUATION

Staff will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City. The city does provide an incentive for businesses located in the City and within the County of Muskegon.

The following points will be used as scoring criteria of the proposals submitted; (40) Qualifications of Team, (30) Understanding of Service, (20) Priced Proposal, (10) Location.

Factors considered in the selection process are, but not necessarily limited to, the following:

- Demonstration of abilities to estimate and meet project budgets.
- Demonstration of ability to produce an agreeable project delivery methods and adherence to a schedule.
- Demonstration of abilities to successfully coordinate construction activity and all site logistics, phasing, safety and security requirements.
- Qualifications of the proposed project team, and their alignment with project requirements.
- Qualifications and capabilities of the proposed pre-construction lead, project manager and field superintendent.
- Similar project experience, specifically with civic / community-focused projects
- Demonstration of practices, both internal corporate and community based, that promote and encourage on-site worker diversity and current policies and practices addressing discrimination and equal opportunity.

SCHEDULE FOR AWARD

It is anticipated that the Preconstruction activities will begin immediately upon award.

Issue RFPJune 17, 2026

Proposal Due DateJune 30, 2026 (2:00 PM)

City Commission Consideration and Award of BidsJuly 14, 2026

Preconstruction Services.....July 2026 – August 2026

Construction Work Period.....August 2026 – December 2027

INSURANCE REQUIREMENTS

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 CLERKS OFFICE.
- 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.

LOCAL PREFERENCE

The City Commission may give preference to local vendors as follows.

- Vendors located in the City of Muskegon may be awarded purchases or contracts when the lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid.
- An additional 0.5% difference in bid amount (for a total of 2.5%) will be considered for those qualified vendors located in the City of Muskegon which are not-for-profit and provide social

services to City of Muskegon residents.

- Vendors located in Muskegon County may be awarded purchases or contracts when the lowest qualified local bid/price is within 1% or less of the lowest non-local bid.
- For purchases under \$1,000, local vendors shall be solicited unless valid reasons determine this is not in the best interest of the City.

DISADVANTAGED CONTRACTOR GOALS

The City Commission establishes goals for disadvantaged contractor participation in each trade as follows.

- 14% minority owned businesses
- 7% female owned businesses

A Disadvantaged Contractor Affidavit listing all disadvantaged contractors that were contacted to participate on the project as sub-contractors must be submitted by each bidder. The affidavit must clearly state why each potential subcontractor was not considered for inclusion in the project. A disadvantaged contractor refers to businesses that are owned and controlled by minorities, women, and other socially and economically disadvantaged persons.