

MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME: Kruse Park Stairs Construction

DATE OF ISSUANCE: December 27th 2023

DATE PROPOSAL DUE: January 30th 2024

ISSUING OFFICE: City of Muskegon
c/o – Kyle Karczewski
1350 East Keating Avenue
Muskegon, MI 49442
Tel. (231) 724-6776

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ATTACHMENT A – ENGINEERED PLANS

Note: Should you have any questions regarding this RFP, please contact Kyle Karczewski, CPRP, at the City of Muskegon Parks & Recreation Department at (231) 724-6776 or via E-mail at kyle.karczewski@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 submittal a listing of comparable projects 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 business shall submit the name and principals of any proposed subcontractor for prior approval.

SUBMITTAL OF QUALIFICATIONS / PROPOSALS

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

City of Muskegon
Attn: Clerk's Office
RE: Kruse Park
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 by no later than 2:00 PM on Tuesday, January 30th, 2024.

AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all qualifications/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.

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 (Kyle Karczewski) 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

The City of Muskegon is seeking proposals from qualified companies to construct a new set of beach access stairs on a sand dune located at Kruse Park 3205 W. Sherman Blvd.

Approximate Location - <https://maps.app.goo.gl/AhjvkKZhRN7mp9Fv5>

The previous access was damaged during the Lake Michigan high waters of 2020. The City is requesting that companies provide the following documents as a part of this RFP related to the project:

- Full turnkey bid for the new stairs. Inclusive of any administration, permitting, and other soft costs.
- A project schedule based on receiving a notice to proceed in February 2024. The City desires the stairs complete by May 1, 2024.
- The City of Muskegon will acquire the EGLE permit, all other permits, including the building permit from the City's building department (SafeBuilt), are the responsibility of the contractor.

Site Design

- For reference, the engineered design is attached to this document as Attachment A.

Questions on the above phasing can be submitted to Kyle Karczewski via email (kyle.karczewski@shorelinecity.com). Questions received prior to Friday, January 26th, 2024 will receive a response prior to the acceptance of the RFP. Requests received after that date will receive a response pending staff availability.

CONTENTS OF PROPOSAL SUBMITTAL

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

TURNKEY BID

Provide a bid for the full scope of the project inclusive of all features and permitting needed from start to finish on the project.

PROJECT SCHEDULE

It is a priority of the City of Muskegon to have this project completed by May 1, 2024.

EVALUATION

Staff and Stakeholders will review the submitted proposals and make a recommendation to the City Commission based on the lowest qualified bidder. The City has a local preference policy that discounts bids from contractors based in the City limits by 2% and within Muskegon County by 1%.

TENTATIVE SCHEDULE

Issue RFPDecember 27th, 2023

Bid Due Date.....January 30th, 2024

EvaluationJanuary 30th – February 7th, 2024

City Commission Consideration of BidsFebruary 13th 2024

Notice to Proceed.....February 14th 2024

Construction CompletionMay 22nd, 2024

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, Vendor 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. **Vendor Insurance Requirements:** Vendor 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 Vendor 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 Vendor 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 \$1,000,000 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 Vendor 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 \$1,000,000 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 Vendor 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. This section is only applicable for RFP's requesting professional services (Architect, Engineer, etc...)
- 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.