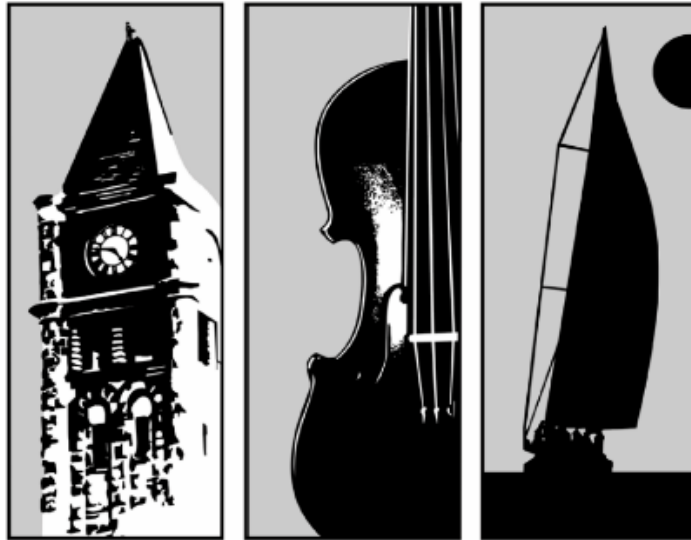


# MUSKEGON



**West Michigan's Shoreline City**  
[www.shorelinecity.com](http://www.shorelinecity.com)

## **CITY OF MUSKEGON**

### **NOTICE TO CONTRACTOR**

### **REQUEST FOR PROPOSALS**

PROJECT NAME:	Landscaping
DATE OF ISSUANCE:	November 8 <sup>th</sup> , 2022
DATE PROPOSAL DUE:	December 13 <sup>th</sup> , 2022
ISSUING OFFICE:	City of Muskegon c/o Leo Evans Department of Public Works 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-6920 <a href="mailto:Leo.Evans@shorelinecity.com">Leo.Evans@shorelinecity.com</a>

**TABLE OF CONTENTS**

**PROPOSAL & AWARD..... 3**  
**INSTRUCTIONS TO CONSULTANTS ..... 4**  
**SPECIFIC PROJECT INFORMATION..... 6**  
**SCOPE OF SERVICES..... 8**  
**CONTENTS OF PROPOSAL ..... 9**  
**EVALUATION ..... 12**  
**TENTATIVE SCHEDULE FOR AWARD ..... 13**  
**INSURANCE REQUIREMENTS..... 14**

**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 Leo Evans, Director of Public Works for the City of Muskegon at (231) 724-6920 or via E-mail at [Leo.Evans@shorelinecity.com](mailto:Leo.Evans@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.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature/Date \_\_\_\_\_

Title \_\_\_\_\_

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

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

Telephone \_\_\_\_\_

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

## INSTRUCTIONS TO CONSULTANTS

### PROPOSALS

All proposals must be submitted following the proposal format supplied 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 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

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

City of Muskegon  
City Clerk's Office  
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, Tuesday, December 13<sup>th</sup>, 2022

### 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 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. Award will not be completed until confirmed and recommended by the city commission.

## **CITY RESPONSIBILITIES**

The City will provide information as to the 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 policies and decisions with respect to elements pertinent to the project.

The Project Manager 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 Project Manager 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 Project Manager 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

### INTRODUCTION TO PROJECT & BACKGROUND INFORMATION

The City of Muskegon is seeking bids from landscaping firms to provide a variety of landscaping services within the core downtown area for an extended period of time. Reference the attached map and scope of work noted below for further information.

#### Bid Area #001 - Western Avenue

##### Limits

From 5<sup>th</sup> Street to Terrace Street (6 Blocks), inclusive of ½ block on all side streets. Also includes limited services at the Parking Lot behind the Hines Building / Russell Block and in Alcoa Square along Western Avenue as defined below.

##### Scope of Work

- Spring Cleanup
- Fertilization
- Nuisance Management
- Mowing
- Fall cleanup
- Additional Bid Area #001 Specific Items
  - 200 Block West Western (Alcoa Square & Splashpad)
    - Clean and refresh the stone landscape beds, add/remove stone as needed
    - Provide nuisance management to the stone beds on the same schedule as other weed control items
  - 387 & 401 Morris Avenue (Parking Lots)
    - Clean and refresh the stone landscape beds, add/remove stone as needed
    - Provide nuisance management to the stone beds on the same schedule as other weed control items
  - 479, 489, 495 & 505 Western Avenue (Parking Lot)
    - Include landscaping on perimeter of parking lot with remainder of Western Avenue landscaping.
    - Include mowing of NE side terrace of 5<sup>th</sup> @ Clay for Monet Gardens

## **Bid Area #002 - Hackley Park**

### Limits

Entire boundary of Hackley Park bounded by Clay / 3<sup>rd</sup> / Webster / 4<sup>th</sup> Streets including the internal areas of the park and the street terraces.

### Scope of Work

- Spring Cleanup
- Hanging Baskets / Flower Pots (Estimated Need = 30 Baskets)
- Fertilization
- Nuisance Management
- Mowing
- Fall cleanup
- Additional Bid Area #002 – Specific Items
  - Event Restoration
    - Restore the site following events. Work expected to include mowing and raking grass, additional watering, fertilization, topsoil and seeding of any damage, and similar work.
    - Estimated need for this service is 15 times annually.
  - Many of the landscape beds within Hackley Park are planted with annual plants in contrast to most other landscape beds which are majority perennial plantings

## **Bid Area #003 - Third Street**

### Limits

The raised planter beds along 3<sup>rd</sup> Street from Muskegon Avenue southeast to First Street. Project area includes five (5) irrigated raised planter beds.

### Scope of Work

- Spring Cleanup
- Fertilization
- Nuisance Management
- Fall cleanup

## **Bid Area #004 - City Hall**

### *Limits*

The entire boundary of City Hall bounded by Terrace / Muskegon / Jefferson / Walton Streets including the internal areas of the campus and the street terraces.

### *Scope of Work*

- Spring Cleanup
- Fertilization
- Nuisance Management
- Mowing
- Fall cleanup

## **Bid Area #005 - Farmers Market**

### *Limits*

The entire boundary of City Farmers Market bounded by Terrace / Morris / Western Streets and bounded by the Muskegon Poste Office. Including the internal areas of the site and the street terraces, less the Western Avenue Terrace which is included in a separate item.

### *Scope of Work*

- Spring Cleanup
- Fertilization
- Nuisance Management
- Mowing
- Fall cleanup

## **Bid Area #006 - Shoreline Drive**

### *Limits*

Shoreline Drive from West Western Avenue north and east to Ottawa Street (Approximately 1.25 Miles in length). Work areas and items includes only the landscape items within the median and on shoulders. City staff will provide mowing and turf maintenance.

### *Scope of Work*

- Spring Cleanup



- Fertilization
- Nuisance Management
- Fall cleanup

### **Bid Area #007 – Various Flower Pots and Planters**

#### *Limits*

Spread throughout the entire core downtown area. Bid should be based on servicing the following quantity and size of flower pots

- 9 EA – Large Diameter Concrete Pots
- 18 EA – Small Diameter Concrete Pots
- 45 EA – Galvanized Troughs

#### *Scope of Work*

- Hanging Baskets / Flower Pots

### **Bid Area #008 – Irrigation Startup / Shutdown**

#### *Limits*

Citywide as outlined in the attachments

#### *Scope of Work*

Includes the following work:

- Seasonal startup of identified irrigation systems prior to June 1 annually.
- Identification and completion of repairs needed upon startup. Repairs needed shall be reviewed with City staff prior to completion and can be invoiced separately on a time and material basis.
- Seasonal shutdown and winterization of identified irrigation systems prior to October 15<sup>th</sup> annually.

## **Bid Area #009 – Lakeside Commercial District**

### **Limits**

Lakeshore Drive from Robinson Street to Clifford Street

### **Scope of Work**

- Spring Cleanup
- Fertilization
- Nuisance Management
- Mowing
- Fall cleanup
- Additional Bid Area #002 – Specific Items
  - Area includes three irrigated, raised landscape beds that are subject to all applicable maintenance tasks
  - Areas includes the turf terrace areas along Lakeshore Drive between the noted intersections

## **PURPOSE OF THE PROJECT**

The proposed project seeks to provide more uniformed and routine maintenance to a wide variety of landscaped features in and around the core downtown area for the 2023-2025 calendar years with potential extensions for 2024 and 2025 (Base 3-Year / Max 5-Year). Currently the areas listed above are maintained by a variety of entities and there is a desire to consolidate the services.

**BID FORM**

BIDDER TO USE THE ATTACHED BID FORM

**CONTENTS OF PROPOSAL SUBMITTAL**

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

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Listing of any identified Subcontractors
4. Copy of Insurance

**EVALUATION**

Staff will review the submitted proposals and make a recommendation to the City Commission and other controlling entities for award based on the current purchasing policies of the City.

**TENTATIVE SCHEDULE FOR AWARD & IMPLEMENTATION**

Issue RFP .....	November 8, 2022
Proposal Due Date .....	December 13 <sup>th</sup> , 2022 (2:00 PM)
City Commission Consideration of Bids .....	January 10 <sup>th</sup> , 2023
Start Date .....	Spring 2023
Completion Date .....	December 31, 2025 (2027 with Extensions)

## **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.