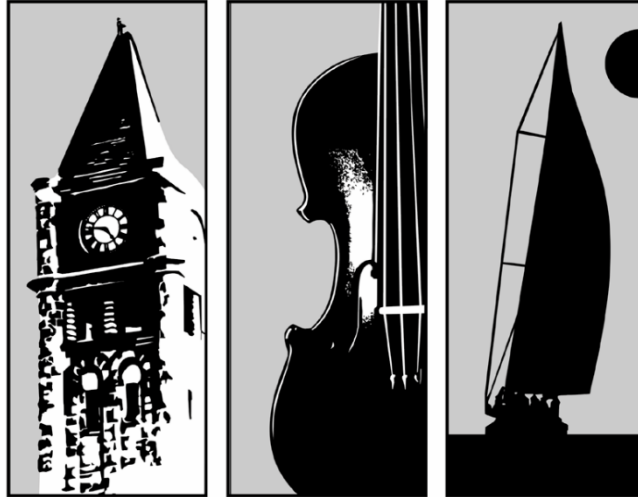


MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com
CITY OF MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME: Drinking Water Reservoir Inspections

DATE OF ISSUANCE: May 14th, 2024

DATE PROPOSAL DUE: June 11th, 2024

ISSUING OFFICE: City of Muskegon
Water Filtration Plant
c/o – Josh Parmer
1900 Beach Street
Muskegon, MI 49441
Tel. (231) 724-4104

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Note: Should you have any questions regarding this RFP, please contact Josh Parmer at the City of Muskegon via (231) 724-4104 or via email at joshua.parmar@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
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 11th, 2024.

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 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 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

The City of Muskegon is seeking proposals from qualified firms to provide a complete, all-inclusive inspection of its underground concrete drinking water reservoirs located at the Water Filtration Plant (1900 Beach Street) and the Harvey Pump Station (2501 S. Harvey Street). A final report will be required for each reservoir.

The Water Filtration Plant's 5.6-million-gallon reservoir consists of four connected cells and a wet well. The south reservoir (cell #1 and cell #2) was constructed in the 1930s. The last known inspection was performed by FTC&H in 2007. The north reservoir (cell #3, cell #4, and the high service wet well) was constructed in the 1960s. The last known inspection was performed by Williams & Works in 2010. A membrane was placed over the north and south reservoirs in 2018. None of the Water Filtration Plant reservoirs have drains or sump pumps and required a pump to be brought in for a complete draining.

The Harvey Pump Station's 5-million-gallon reservoir consists of two cells, two wet wells, and a sump pump chamber. The last known inspection was completed by Williams & Works in 2010. A membrane was placed over the reservoir in 2022.

Previous inspection reports and blueprints are available upon request.

SCOPE OF SERVICES

The successful proposal must include a thorough on-site inspection of the inside and outside of the of the underground tanks. Due to the time elapsed since the last inspection, EGLE recommended these inspections be undertaken by either a diver or draining the reservoirs; ROV inspections will not be permitted.

- Reservoir Inspections
 - Services shall be conducted in compliance with OSHA requirements. All local, state and federal permits are to be obtained by the firm conducting the inspections. Work on this project shall not start until said permits are obtained. The cost of obtaining the permits shall be included in the fixed fee.
 - City staff will operate the valves required to isolate the reservoirs and use the plant's high service pumps to remove as much water as possible. Proposal should include method for removing remaining water. The recycle well at the Water Filtration Plant is a possible location for collecting the disposing the removed water.
 - Inspect concrete surfaces for cracking and spalling.
 - Inspect access hatches and venting for adequacy, integrity, and compliance with current EGLE requirements.
 - Inspect all exposed valves, piping, and pumping equipment.
 - Inspection of foot valve of Wash Water Pump #3 which is assumed to be stuck open.

- Chlorination of the reservoir per AWWA Method No. C652-19, Section 4.3.3. Chlorination will be conducted by the firm conducting the inspections. The City will provide the bacteriological sampling and analysis. The firm conducting the inspections will provide chlorination per method until a test documents chlorination meets the requirements of the method.
- Final Reports
 - Two reports meeting criteria set forth by EGLE must be submitted, one each for the reservoirs at each location.
 - Each report should outline the site inspection, evaluation and recommendations of their findings for each of the drinking water reservoirs.
 - The report should also include conclusions and recommendations, base report, photographs with descriptions, and a field inspection report.
 - The report must document all items found and recommendations for repair, including budgetary items.
 - This report must include recommendations on the modification necessary to bring these reservoirs back into compliance with EGLE standards as identified in EGLE’s 2023 Sanitary Survey for the City of Muskegon Water Filtration Plant.

QUALIFICATIONS

Please include the following information regarding your firm:

- A brief history of the firm.
- Previous experience of the key personal on similar projects (limited to the past 5 years).
- A list of references and contacts for three similar projects.

PROJECT TEAM

Include a project team chart. The project team chart should include the project principal, project manager, project team members, and all sub-consultants.

SCHEDULE OF COMPLETION

A proposed time schedule for the progress of the project is included and shall be part of this proposal.

The Water Filtration Plant and Harvey Pump Station must remain operational during inspections, so each reservoir will be taken down one section at a time. The first section must be fully inspected, disinfected, and returned to service before the inspection can commence on the other sections, with a total of four sections needed to be inspected: (1) WFP South Reservoir, (2) WFP North Reservoir & wet well, (3) Harvey North Reservoir, (4) Harvey South Reservoir.

Inspections cannot be completed May 15-September 15. Completion of project after to September 15 preferred.

COST PROPOSAL

In preparing your proposal please provide the following information:

- Fee for Scope of Services including travel time and preparation of the report is a not to exceed fee for each water tank facility.
- Provide unit rates for project personnel and staff consultants which may work on the project or provide future consulting services for the project.

EVALUATION

The project will be awarded based on a Qualifications Based Selection (QBS) to the bidder that provides 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 team composed of staff from the City of Muskegon. The scoring categories are:

- Qualifications of Team – 50% of Total Score
- Understanding of Service – 25% of Total Score
- Location of Firm – 5% of Total Score
- Fee – 20% 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.

Understanding of Service will be scored based on the information provided in the proposal that details the understanding of the processes and milestones throughout the project to ensure that the project is completed successfully, on time and on budget. Include relevant technical competence in the project areas, and past experience completing projects of similar scope.

Location of Firm will be based on the proximity of the effort to the City of Muskegon as described in Proposal Contents above.

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

BID FORM

Lump Sum

Base Bid

Water Filtration Plant Reservoir inspections \$ _____

Harvey Pump Station Reservoir inspections \$ _____

Company Name: _____

Address: _____

Phone: _____

Email: _____

Signature/Date: _____

Title: _____

Printed Name: _____

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

TENTATIVE SCHEDULE FOR AWARD

Issue RFPMay 14, 2024

Proposal Due DateJune 11, 2024 (2:00 PM)

City Commission Consideration of BidsJune 25, 2024 (If Needed)

Start DateAfter Notice to Proceed issued by City Staff

Completion DateOn or before Nov 1, 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, 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.