

West Michigan's Shoreline City www.shorelinecity.com

# **CITY OF MUSKEGON**

# **NOTICE TO CONSULTANTS**

# **REQUEST FOR QUALIFICATIONS**

PROJECT NAME: Shoreline Drive Traffic Reconfiguration

DATE OF ISSUANCE: March 7<sup>th</sup>, 2022

DATE PROPOSAL DUE: March 29<sup>th</sup>, 2022

ISSUING OFFICE: City of Muskegon

c/o Dan VanderHeide, Deputy Director

Department of Public Works

1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-6993

dan.vanderheide@shorelinecity.com

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<u>Note:</u> 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, Deputy Director of Public Works for the City of Muskegon at (231) 724-6993 or via E-mail at <a href="mailto:dan.vanderheide@shorelinecity.com">dan.vanderheide@shorelinecity.com</a>.

## **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 municipalities.

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 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 municipalities 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 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, March 29th, 2022.

#### **AWARD / REJECTION OF PROPOSALS**

The municipalities reserve 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 municipalities. 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 or city council as applicable of each of the municipalities.

## **CITY RESPONSIBILITIES**

The City of Muskegon 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 of Muskegon will designate a person to act as the Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define 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 working collaboratively with the Michigan Department of Transportation (MDOT) to seek proposals from qualified firms for comprehensive traffic engineering services relative to development of a pilot traffic configuration for Shoreline Drive (US-31 BR) between Southern Avenue and Terrace Streets. The area of the study is shown on Attachment A to this RFP. The purpose of the pilot is to develop and implement a road diet on Shoreline Drive during the summer of 2022, and to document the outcome of the pilot.

The existing roadway section in the project area consists of a boulevard section with two (2) thru lanes in each direction plus auxiliary lanes at several intersections. The route is part of the state trunk line system and a part of the NHS system throughout the length of the study area and is classified as a principal arterial. The route is entirely an urban setting within downtown Muskegon. There are six (6) signalized intersections within the project limits along with four (4) unsignalized intersections along the route.

## **PURPOSE OF THE PROJECT**

The proposed project seeks to work in partnership with the City of Muskegon and MDOT develop a conceptual plan to reduce the roadway footprint of Shoreline Drive to one (1) thru lane in each direction and necessary auxiliary lanes at the intersections. The conceptual plan should be geared towards temporary measures that can be used on a pilot basis to test the concept for a potential future road diet on the roadway.

The conceptual plan should include features that will be permitted by MDOT, and also provide aesthetic benefits, and traffic calming measures within the corridor. The features should strive to increase the pedestrian accessibility crossing the route. The features should further be temporary in nature to allow for their removal should the need arise.

After development of a conceptual design the project should also include development of biddable plans to implement the finalized design. It is not anticipated that a survey is required for this phase, rather that the plans can be developed over existing aerial imagery and utilizing a mixture of standard traffic control devices and aesthetic elements to complete the project. The city may elect to bid portions of the work and complete portions of the work in house depending on the timing and cost.

Lastly the project should include development of a final report that will outline the successes and failures of the pilot project. The vendor should anticipate receiving data and feedback collected by the respective agencies during the course of the pilot project and compiling a final report. The report should outline the planning and design process, as well as a summary of any issues encountered by either agency during the course of the pilot project. Selected vendor will not be responsible to provide any data collection but can make recommendations to each agency on data collection that would be beneficial in development of the final report. Agencies will be responsible for their own data collection during the term of the pilot.

## **SCOPE OF SERVICES**

The following tasks are provided based on the initial concept of the study, and are not intended to be all inclusive. These tasks may be modified in the individual proposals to reflect a specific approach to the project.

#### • Data Review

- o Identify data that is required for the analysis and determine what has been collected and what still needs to be collected.
- Obtain, review and compile as-built records, existing traffic count data and other documents to be referenced in the report and included as appendices.

#### • Kickoff Meeting

- o Meet with the City and MDOT to discuss the project.
- o Include other stakeholders such as WMSRDC, and MATS transit if warranted.
- Review existing and needed data, identify any missing data and develop a timeline for development of conceptual plans.

## • Conceptual Planning

- o Identify preliminary project plans showing locations and layouts of lane closures.
- o Recommend traffic control devices suitable to both MDOT and the City
- Refine plans and devices based on feedback from MDOT and the City to develop a finalized plan for implementation
- o Identify likely diversion routes to be considered for study during the pilot period
- o Identify any areas of concern where the reduced footprint may not be practical

## • Bidding and Implementation

- Assist the City in obtaining bids for any items noted for bidding during the conceptual design phase
- o Assist the City in obtaining the necessary MDOT permit for implementation
- Assist the City with any request for information inquiries that arise during the bidding, permitting, and implementation phase
- Host a pre-installation meeting with all parties for final review of implementation procedure
- Provide oversight during the initial installation to ensure project is installed to the approved design

#### • Summary Report

- o Prepare and submit a preliminary report summarizing all findings of the pilot
- Incorporate municipality comments and concerns to create a final report containing the following at a minimum:
  - Executive Summary making a recommendation on the viability of the project.
  - Areas of concern noted within the study area.
  - Projected traffic diversions and likely routes.
  - Graphics and media showing typical plan and section configurations.

- Graphics and media showing conceptual pavement markings, signing and signal revisions at typical and important points along the route.
- Meetings The municipalities anticipate there will be a need for three meetings; a kickoff meeting, a pre-implementation meeting, and a meeting to review the preliminary report.

MDOT and the City separately or together, may request additional meetings outside the scope of the study to assist with public input, presentation of the findings to governing bodies and/or related boards, and to assist with grant funding identification or preparation.

## **CONTENTS OF PROPOSAL**

Proposals should be limited to 25 page faces. The scoring team will not award points for graphics or marketing material, nor for narrative that does not directly contribute to demonstrating a firm's capabilities specifically related to this project. These requirements do not relieve a firm from the requirement to submit a comprehensive, clear and concise proposal. At a minimum, each proposal shall include the following items:

## **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 subconsultants. Provide resumes for key members and an organizational chart specific to the project identifying primary contact(s). Up to three (3) references may be provided for use at the discretion of the scoring team.

## **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.

#### **LOCATION OF FIRM**

Identify the location of firms that will complete the work. Score will be based on providing preference to local services.

## **PRICED PROPOSAL**

Include an estimated budget for the project and fee schedule for pertinent items required to complete the project.

## **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.

## **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 project budget.

Proposals will be scored in four categories, by a scoring team composed of staff from each of the participating municipalities:

- Qualifications of Team 50% of Total Score
- Understanding of Service 20% of Total Score
- Location of Firm 10% of Total Score
- Priced Proposal 20% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Describe the roles of the key members of the team as it relates to the successful completion of the project. Include key members of sub consultants and what roles will be completed by those sub consultants. Provide resumes for all key members.

Priced Proposal will be scored based on the overall price provided by the firm to complete the project, and how well that price reflects both the scope of the project and the municipalities' obligation to seek efficient service.

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.

Location of Firm will be based on location of the firm's office where project work will be completed. A maximum score will be awarded for firms completing work within the corporate limits of any of the participating municipalities. Reduced scores will be awarded to firms proportional to their distance from the participating municipalities.

## TENTATIVE SCHEDULE FOR AWARD

Issue RFP	March 7 <sup>th</sup> , 2022
Proposal Due Date	March 29 <sup>th</sup> , 2022 (2:00 PM)
Staff Recommendation to Commission	April 12 <sup>th</sup> , 2022
Data Review / Kickoff Meeting	April 2022
Conceptual Planning	May 2022
Bidding / Implementation	June 2022 – October 2022
Summary Report	December 2022

#### **INSURANCE REQUIRMENTS**

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED.

The Consultant, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to City of Muskegon. The requirements below should not be interpreted to limit the liability of the Consultant. All deductibles and SIRs are the responsibility of the Consultant.

The Consultant shall procure and maintain the following insurance coverage:

- 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. **Workers' Compensation Insurance**, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- c. <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
- d. <u>Automobile Liability</u>, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- e. Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

- f. Additional Insured: Commercial General Liability Insurance shall include an endorsement stating the following shall be Additional Insureds: The City of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess.
- g. **Professional Liability** in an amount not less than \$3,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
- h. <u>Cancellation Notice</u>: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: (<u>City of Muskegon, Attention: Engineering Department, 1350 East Keating Avenue, Muskegon, MI 49442</u>).
- i. <u>Proof of Insurance Coverage</u>: The Consultant shall provide the City of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.
- j. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Muskegon at least ten (10) days prior to the expiration date.