

# MUSKEGON



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

## **REQUEST FOR QUALIFICATIONS**

PROJECT NAME:	Pere Marquette South Restroom
DATE OF ISSUANCE:	October 05, 2023
DATE PROPOSAL DUE:	October 31, 2023
ISSUING OFFICE:	City of Muskegon Department of Public Works 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-4100

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**Note:** Should you have any questions regarding this RFP, please contact Dan VanderHeide, P.E. at the City of Muskegon Public Works Department at (231) 724-6993 or via E-mail at [dan.vanderheide@shorelinecity.com](mailto:dan.vanderheide@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**

### **TERMS & CONDITIONS**

#### **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 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, October 31, 2023.

#### **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 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 firm to provide comprehensive architectural, site design, permitting, as well as grant and construction administration services for a new bathhouse at the south end of Pere Marquette Park, rehabilitation of the adjacent concession building, and construction of a plaza surrounding both buildings.

A Michigan Natural Resources Trust Fund (MNRTF) Grant has been awarded for this project. The total project is budgeted at \$700,000 including \$300,000 in grant funds. Conceptual renderings were developed as a part of the grant application process and are included with this RFP to help prospective firms determine the scope of services.

- The items included in the grant and this RFP are boxed in red on the attachment.
- The parking lot improvements as shown are not included in the scope of this RFP. The plaza should abut the existing parking lot; only modifications necessary to accommodate the plaza are included in this RFP.
- The multi-user trail and other amenities (benches, tables, etc.) shown on the concepts are not included in this RFP (and have not been constructed at this time).
- The concepts include a steel sheet pile wall along the lakeward side of the plaza due to constantly shifting and occasionally eroding sands. The City desires some form of protection, but is open to creative and permissible methods to achieve the same result.

The existing concession building is shown on plans dated 1938. A photo as it appeared in the 1950s is included for reference, and is the only historical image of the building the City is aware of. The building has been modified since, and the City seeks firms with historic building restoration experience. Restoration to original appearance is desirable, although budget limitations will be a factor in the extent of the restoration efforts. The building does not have a protected status that the City is aware of. Photos of the building in its current condition are included. The building is approximately 16 feet by 20 feet, and has electric service. A new water service has been run to the area, however any plumbing that remains has not been used in many years. The grant application included a new roof, new windows and doors, and structural improvements. The City also desires new flooring or a new floor coating matching the flooring of the new restroom building, as well as code-driven electrical upgrades, but the items outside the grant application depend on the project budget. No plumbing improvements are anticipated in the concession building.

As part of the design process, the City would like to investigate heating of the new restroom building for year-round use by winter runners and other members of the public. During the design process, cost estimates for this additional work should be provided to the City and final direction will be provided to the consultant before final design.

The bidder shall provide a proposed schedule for the project, which the City acknowledges may rely on factors outside the consultant's control.

Attachments:

- Attachment A – Conceptual Renderings
- Attachment B – Existing Concession Building Photos
- Attachment C – 1950's Era Concession Building Photo
- Attachment D – Utility Map

## SCOPE OF SERVICES

The following tasks are provided based on the City of Muskegon's initial concept of the project, 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.

- Preliminary Design
  - Topographic survey as required for design, plans and permitting.
  - Preparation of a site plan including the plaza, any supporting infrastructure such as piling and utilities, and any modifications to the parking lot.
  - Preliminary architectural plans and elevations for both the restroom building and the concession building, sufficient for public engagement purposes and for the preparation of detailed preliminary cost opinions.
  - Prepare detailed preliminary cost opinions for the project, including both heated and un-heated versions of the restroom building, sufficient for engagement and decision making.
  - The materials created in this phase shall be sufficient for all permitting.
  
- Engagement & Environmental Permitting
  - Prepare cohesive materials and assist the City in seeking public feedback on the designs using the City's online public engagement platform.
  - Attend one public forum, including answering technical questions about the project as well as assisting the City in preparing the meeting format and materials.
  - Prepare and submit all required permit applications including but not limited to a Joint Permit Application (via the state department of EGLE) and a Soil Erosion Permit Application (via Muskegon County).
  
- Final Design
  - Prepare final site and architectural designs in accordance with public engagement feedback, staff reviews, and decisions regarding building heating.
  - Prepare a final cost opinion, broken down by funding source if applicable, which shall serve as the Engineer's Estimate for bidding purposes.
  - Prepare contract documents, technical specifications and other necessary documents to create a complete bidding and contracting package.
  - This phase may take place while environmental permitting is ongoing in order to meet the City's desired timeline, if practical.
  
- Approval & Bidding Phase
  - Obtain Michigan Department of Natural Resources (MDNR) approval of the bid package.
  - Bid the project in accordance with the MDNR/MNRTF grant requirements.
  - Attend the bid letting, assist the City with the letting, review the bids and compile a bid tab, and distribute the bid tab to the interested parties.
  - Make a recommendation to the City for award of the contract in accordance with MNRTF requirements.

- Construction Administration Phase
  - Provide grant and construction administration services to ensure the MNRTF grant dollars are fully expended and that the project meets all requirements of the MNRTF program and the MDNR grants staff.
  - Provide materials testing services as needed to confirm site work and other critical components of the project are completed in accordance with requirements.
  - Provide construction inspection services, at a minimum during the underground and site work portions of the contract, to ensure the project is built in accordance with the drawings, specifications, permits and MNRTF grant requirements.
  - Facilitate building and trade permits between the contractor and SafeBuilt®, the City of Muskegon's building safety department. Fees will be waived, but permits and inspections will be required in accordance with SafeBuilt®.
  - Prepare pay estimates, track and recommend approval of cost change orders, prepare pay estimates, make recommendation for payments, and coordinate with MDNR staff to ensure payments and change orders are eligible for grant assistance to the extent possible.
  - Schedule, run and record minutes for bi-weekly (less often at the City's option) construction progress meetings and follow up on identified issues until resolved.
  - Prepare a project punch list at substantial completion, review corrections proposed by the contractor, and follow up on issues until resolved.
  - Submit all final MNRTF documents to close out the grant and project.



## **CONTENTS OF PROPOSAL**

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

### **IDENTIFICATION & QUALIFICATION 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. At a minimum the proposal should identify the following team members:

- Consultant's Project Manager
- Lead Site Engineer
- Lead Architect
- Other key staff

Highlight similar past experience and technical competence as it relates to the specific project details and previously completed projects.

### **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. Proposals narratives should be limited to 5 pages, not inclusive of resumes and other documents the City has specifically requested.

### **LOCATION OF TEAM**

Identify the location of team that will complete the work. Score will be based on providing preference to local services. Maximum scores will be awarded for work completed entirely within the corporate limits of the city of Muskegon, with reduced scores awarded proportionately based on proximity to the city of Muskegon.

### **DETAILED SCOPE OF WORK AND FEE**

Include a document that details:

- The specific staff involved in each scope item and their hourly rate(s)
- The number of hours required to complete each scope item
- Any subconsultant expenses and any percentage added by the prime consultant
- Any other direct expenses that cannot be accounted for in the hourly calculation

### **ADDITIONAL INFORMATION**

Bidders 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 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.

**TENTATIVE SCHEDULE FOR AWARD**

Issue RFP .....October 05, 2023  
Proposal Due Date .....October 31, 2023 (2:00 PM)  
Staff Review Complete .....November 06, 2023  
City Commission Consideration .....November 14, 2023

## **INSURANCE REQUIRMENTS**

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.