

MUSKEGON



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

REQUEST FOR PROPOSALS

PROJECT NAME: Adelaide Pointe Utility & Roadway Extensions

DATE OF ISSUANCE: Monday, February 14th 2021

DATE PROPOSAL DUE: Tuesday, March 22nd, 2021

ISSUING OFFICE: City of Muskegon
Department of Public Works
c/o – Dan VanderHeide
1350 East Keating Avenue
Muskegon, MI 49442
Tel. (231) 724-6993

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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 Dan VanderHeide at the City of Muskegon at (231) 724-6993 or via e-mail at 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

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, March 22nd, 2022 at which time all proposals will be opened, and bids read aloud.

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 follow the current purchasing policies and any other applicable guidelines for the City of Muskegon.

The 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, through agreements with the developer and in conjunction with the Muskegon Brownfield Redevelopment Authority, has agreed to extend public utilities, public road access, and other public improvements to and through portions of the property known as Adelaide Pointe. The City of Muskegon is seeking proposals from interested consulting engineers to provide full survey, design and construction project services for the public portions of the project. Work by the selected engineer will include the following:

Phase I – Investigation and Conceptual Refinement Phase

- Survey the entire site to establish site features, topography and boundaries.
- Perform geotechnical and/or other investigations as needed to support the design(s).
- Work with the City and with the developer’s design team to refine the conceptual layout for streets, utilities and other public improvements as shown in the attachments to achieve a complete site plan acceptable to the City and the developer’s team.
- Work with the City and the developer’s team to determine design and construction phasing limits that build critical components of the development in a timely fashion.

Phase II – Design Engineering Phase(s)

- Design access roads and drainage in accordance with City Standards as shown on the attachments and as refined during the Investigation and Conceptual Refinement Phase.
- Design public utility service (water and sanitary sewer) for the site, and coordinate with private/franchise utilities (electric, gas, fiber, etc.) to provide service.
- The City’s stormwater standards reflect those issued by the Muskegon County Drain Commissioner. Coordinate with the developer’s team to meet the standards for the entire site, and assist with agreements, legal descriptions and other items necessary to provide for long term maintenance and separation of public and private responsibilities.
- Develop plans, specifications and complete contract documents for the public components associated with each construction phase.
- Prepare final property boundaries including remaining parcels, road rights-of-way and any utility easements for the entire site.
- Obtain all necessary permits for the public portions of the project and, to the extent that is practical, any other portions that connect or are inseparable.
- Assist the City in soliciting bids for each construction phase of the public improvements, and at the direction of bond counsel to satisfy bond sale requirements.

Phase III – Construction and Administration Phase(s)

- Provide full-time construction inspection, with testing, of the public portions to ensure the project plans, specifications, permit requirements and other standards are followed.
- Oversee and administrate the construction contract on behalf of the City, including any grant administration, cost-share accounting and other necessary financial administration.
- Prepare pay estimates including detailed breakdowns of construction contract items, by phase and by funding source as applicable, and recommend payment for City approval.
- Maintain records and measurements of all critical dimensions and items, and prepare as-built plans. Submit complete project records to the City at closeout.

Several supporting documents are included as attachments to this RFP to help in the development of proposal. Note that these documents are not final, and do not necessarily represent the City’s approval of the layout:

- Attachment A – Site and Utility Layout
- Attachment B – Public and Private Area Definition
- Attachment C – Existing Utilities in the Vicinity

The City of Muskegon will host a recommended pre-proposal meeting at 9:00 a.m. on February 25, 2022 to answer questions and review the project. Send an email request to Dan VanderHeide by 3:00 p.m. on Thursday, February 24th, 2022 to be invited to the virtual meeting. Requests for clarification submitted to Dan VanderHeide via email (dan.vanderheide@shorelinecity.com) prior to Thursday, March 17th, 2022 will be accommodated prior to the bid opening. Requests received after that date will be accommodated pending staff availability.

Subcontractors, if any, shall be approved by the City’s Project Manager prior to acceptance on this contract and shall bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor’s proof of insurance meeting city requirements.

Construction shall be per applicable industry and City of Muskegon standards and shall comply with all applicable City of Muskegon policies and procedures.

Project Schedule is as follows:

- RFP Issued February 14th, 2022
- Pre-Proposal Meeting..... 9:00 a.m. February 25, 2022
- RFP Due..... 2:00 p.m. March 22nd, 2022
- Staff Scoring March 23rd – 25th, 2022
- Staff Recommendation to Commission April 12th, 2022
- Phase I (Investigation & Conceptual Refinement) April – June, 2022
- Phase II (Design Engineering) ** July – September, 2022
- Phase III (Inspection & Administration) ** September, 2022 – November, 2023

** Note: Phases II & III may be split into multiple iterations as defined during the investigation and conceptual refinement in Phase I. The dates shown represent the intended schedule for the first construction contract and the design work associated with it. Subsequent contracts or phases of construction may have different schedule requirements. For the purposes of this proposal, firms should plan for a single construction period with the schedule shown above.

Due to funding constraints attached to the project there is little availability for flexibility in the schedule and firms unable to maintain the schedule are advised to not provide a proposal.

CONTENTS OF PROPOSAL SUBMITTAL

Proposals should be limited to 30 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 sub consultants within the narrative and description. Provide resumes for key members, and an organizational chart specific to the project.

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. 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 the proximity to the city of Muskegon.

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.

PROPOSED FEE

Include a detailed breakdown of tasks, hours, rate categories, subtotals and subconsultant fees. The proposed fee for the project should clearly tie to the key personnel and the understanding of services to help the scoring team understand how the fee will support the key efforts.

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 City of Muskegon.

Proposals will be scored in four categories, by a scoring team composed of staff from the City of Muskegon:

- Qualifications of Team – 50% of Total Score
- Understanding of Service – 30% of Total Score
- Submitted Price – 15% of Total Score
- Location of Firm – 5% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Include an organizational chart. 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. 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. Include relevant technical competence in the project areas, and past experience completing projects of similar scope.

Submitted Price will be scored based the scoring team's perception of how the firm's submitted price reflects the scope of work, the effort necessary to accomplish the various components and phases, and the rates and billing categories assigned to each component of the project. Include a detailed breakdown of tasks, hours, rate categories, subtotals and subconsultant fees to assist the scoring team in making this determination.

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 the city of Muskegon. Reduced scores will be awarded to firms proportional to their distance from the city of Muskegon.

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.