



REQUEST FOR QUALIFICATIONS

PROJECT NAME: 2025 Chip Seal Program

DATE OF ISSUANCE: February 14, 2025

DATE PROPOSAL DUE: March 13, 2025

ISSUING OFFICE:

City of Muskegon
Department of Public Works
Attn: Dan VanderHeide, Director
Ref. 2025 Chip Seal Program
1350 E. Keating Ave.
Muskegon, MI 49442
(231) 724-6993
dan.vanderheide@shorelinecity.com

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ATTACHMENT A: City of Muskegon Special Provision for Chip Seal

ATTACHMENT B: City of Muskegon Special Provision for Fog Seal

ATTACHMENT C: Work Area Map

Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFQ, please contact Dan VanderHeide at the City of Muskegon via (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

Qualifications

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 St
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 contract for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, March 13, 2025.

Award/Rejection of a Contract

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 (Dan VanderHeide) 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, proposals, 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

Invitation

The City of Muskegon Department of Public Works (hereinafter referred to as “City”) is responsible to maintain the public road system throughout the City of Muskegon. The City strives to maintain roads using modern materials and techniques, and as such seeks to place a road preserving chip seal and fog seal on several roads in the City in 2025. The City’s purpose of this Request for Proposals (hereinafter referred to as “RFP”) is to enter into a contract for chip seal and fog seal services on roads as described herein for the 2025 Chip Seal Program.

Scope of Work

The work includes preparing the surface of the roadway and protecting existing infrastructure, setting up and operating proper traffic control, providing and installing a chip seal and fog seal according to the requirements herein, removing excess materials and cleaning the roadway as necessary, providing, laying out and installing pavement markings on all areas impacted by the work, and project cleanup.

The 2025 Chip Seal Program includes the following roads and streets, also shown on the map included with this RFP. The specific limits at each location will be as directed by the Engineer.

- Sherman Boulevard, Beach Street to Lincoln Street
- Getty Street, Marquette Avenue to Access Highway
- Broadmoor Street, Marquette Avenue to Brusse Avenue
- Marquette Avenue, Harvey Street to West Street
- Quarterline Road, Marquette Avenue to Stebbins Road

Specifications

The work shall be done according to the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as supplemented and modified by the special provisions included with this RFP and as modified herein.

- City of Muskegon Special Provision for Chip Seal
- City of Muskegon Special Provision for Fog Seal
- The pay item “Minor Traf Devices” shall be payment for furnishing, erecting, operating and removing all traffic control devices as required by Chapter 6 of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) except for traffic regulator control.

Schedule

The work shall be complete in 2025, and within the seasonal limitations for the work as described in the specifications. Once work is begun on any given portion of the program, work shall proceed uninterrupted until the project is complete. Requests for phasing or dividing the scope of work into multiple periods shall be submitted to the Engineer in writing for approval, such approval not to be unreasonably withheld. Regardless of phasing or work divisions, the entire program shall be completed within the seasonal work limits and within calendar year 2025.

BID FORM

Item No.	Description	Units	Quantity	Unit Price	Amount
1	Mobilization, Max \$29100	LSUM	1		
2	Erosion Control, Inlet Protection, Fabric Drop	Ea	68		
3	Chip Seal	Syd	59,000		
4	Fog Seal	Syd	59,000		
5	Pavt Mrkg, Waterborne, 4 inch, White	Ft	2,000		
6	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	30,000		
7	Pavt Mrkg, Waterborne, 6 inch, White	Ft	5,500		
8	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, White	Ft	2,000		
9	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow	Ft	30,000		
10	Pavt Mrkg, Waterborne, 2nd Application, 6 inch, White	Ft	5,500		
11	Pavt Mrkg, Waterborne, 24 inch, Stop Bar	Ft	200		
12	Pavt Mrkg, Waterborne, 6 inch, Crosswalk	Ft	300		
13	Pavt Mrkg, Waterborne, 2nd Application, 24 inch, Stop Bar	Ft	200		
14	Pavt Mrkg, Waterborne, 2nd Application, 6 inch, Crosswalk	Ft	300		
15	Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	Ea	6		
16	Pavt Mrkg, Waterborne, 2nd Application, Lt Turn Arrow Sym	Ea	6		
17	Minor Traf Devices	LSUM	1		
18	Traf Regulator Control	LSUM	1		
Total Bid Amount:					

CONTENTS OF PROPOSAL SUBMITTAL

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

- Signed and completed proposal and award page.
- Completed bid form with itemized pricing.
- Organizational capacity, and other services provided by the firm.
 - Examples of completed projects.
 - List of References.

LOCAL PREFERENCE

The City Commission may give preference to local vendors as follows.

- Vendors located in the City of Muskegon may be awarded purchases or contracts when the lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid.
- Vendors located in Muskegon County may be awarded purchases or contracts when the lowest qualified local bid/price is within 1% or less of the lowest non-local bid.

DISADVANTAGED CONTRACTOR GOALS

The City Commission establishes goals for disadvantaged contractor participation in each trade as follows.

- 14% minority owned businesses.
- 7% female owned businesses.

A Disadvantaged Contractor Affidavit listing all disadvantaged contractors that were contacted to participate on the project as sub-contractors must be submitted by each bidder. The affidavit must clearly state why each potential subcontractor was not considered for inclusion in the project. A disadvantaged contractor refers to businesses that are owned and controlled by minorities, women, and other socially and economically disadvantaged persons. The affidavit will be required prior to contract execution.

SCHEDULE FOR AWARD

Issue RFP February 14, 2025

Proposal Due Date March 13, 2025 (2:00 PM)

City Commission Consideration and Award of Bids March, 2025

Contract Work Period 2025 Construction Season

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:
- Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.
 - Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.
 - Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
 - 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.