



## **REQUEST FOR PROPOSALS**

PROJECT NAME: 2026 W. Western Ave Rehabilitation  
West End to Shoreline Drive  
Survey & Design Engineering Services

DATE OF ISSUANCE: August 18, 2025

DATE PROPOSAL DUE: September 11, 2025

ISSUING OFFICE:  
City of Muskegon  
Department of Public Works  
Attn: Dan VanderHeide, Director  
Ref. 2026 W. Western Rehabilitation  
1350 E. Keating Ave.  
Muskegon, MI 49442  
(231) 724-6993  
[dan.vanderheide@shorelinecity.com](mailto:dan.vanderheide@shorelinecity.com)

## Table of Contents

<b>PROPOSAL &amp; AWARD.....</b>	<b>3</b>
<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>4</b>
<b>Terms and Conditions .....</b>	<b>4</b>
<b>Submittal of Proposals.....</b>	<b>4</b>
<b>City Responsibilities.....</b>	<b>5</b>
<b>SPECIFIC PROJECT INFORMATION.....</b>	<b>6</b>
<b>Invitation.....</b>	<b>6</b>
<b>Scope of Work .....</b>	<b>6</b>
<b>Anticipated Schedule .....</b>	<b>6</b>
<b>CONTENTS OF PROPOSAL SUBMITTAL .....</b>	<b>7</b>
<b>Qualifications of Team .....</b>	<b>7</b>
<b>Understanding of Services.....</b>	<b>7</b>
<b>Detailed Scope of Work and Fee.....</b>	<b>7</b>
<b>Location of Firm .....</b>	<b>7</b>
<b>Additional Information .....</b>	<b>7</b>
<b>DISADVANTAGED CONTRACTOR GOALS.....</b>	<b>Error! Bookmark not defined.</b>
<b>EVALUATION .....</b>	<b>8</b>
<b>INSURANCE REQUIRMENTS.....</b>	<b>9</b>

**ATTACHMENT A:** Area Maps of Utility Locations

**ATTACHMENT B:** Approved PUD Plans for Adjacent Properties

**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 via (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 and Conditions**

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.

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 subconsultant for prior approval. Subconsultants, if any, shall be approved by the Project Manager prior to acceptance of a contract and shall bound by these terms and conditions. The submitting firm shall furnish any subconsultant's proof of insurance meeting city requirements upon request.

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.

### **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, September 11, 2025.

## **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 is seeking proposals from interested consulting engineers to provide survey and design project services related to rehabilitation of W. Western Avenue from its west end to approximately 100 feet west of the CSX railway near Shoreline Drive. As the uses in the area transition from industrial to mixed-use, the City has goals for this project of reducing the pavement width to encourage safer speeds, reduce maintenance costs, providing additional greenspace and improved pedestrian facilities, and retaining some on-street parking. This project will be funded entirely by City funds on hand.

### **Scope of Work**

Work by the selected engineer will include the following:

- Survey of the entirety of the project corridor to at least 10 feet beyond the right-of-way boundary to establish site features, topography and boundaries.
- Geotechnical or other investigations as needed to support design.
- Development and refinement of conceptual layouts for the corridor. This will involve engagement with the surrounding developers/property owners, as well as at least one public meeting to receive and incorporate feedback from the general public. Note that the Shaw PUD Plan included in the attachments has improvements shown that should inform the concepts and design for W, Western developed under this contract.
- Evaluate the existing 6 inch water main in Western Avenue for adequacy to serve future developments along its frontage, and make a recommendation to the City regarding its replacement in the context of environmental permitting and its impact on the project schedule. If the City elects to move forward with the water main replacement, the City and consultant will negotiate a separate fee for the water main work.
- Utility coordination as needed, including specific coordination with Consumers Energy on the relocation/decommissioning of the overhead power lines on the south side of W. Western from Franklin to Division. Consumers Energy has budgeted for and is preparing to relocate/decommission the lines.
- Development of complete plans and specifications for the rehabilitation of the corridor.
- Obtaining any necessary permits and easements for the project.
- Assistance in solicitation of bids for the construction of the project.
- Turn over CAD files to the City in preparation for a City-administered construction phase.

Several supporting documents are included as attachments to this RFP to help in the development of proposals and for use during the project:

- Attachment A – Area Maps of Utility Locations
- Attachment B – Approved PUD Plans for Adjacent Properties

### **Anticipated Schedule**

- Award of Services Contract .....September 23<sup>rd</sup>, 2025
- Bid Letting.....February, 2026
- Construction Complete.....August 28<sup>th</sup>, 2026

Due to development agreement constraints, the completion of construction is fixed. Firms unable to maintain the schedule are advised not to submit a proposal.

## **CONTENTS OF PROPOSAL SUBMITTAL**

### **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.

### **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, and any other direct expenses that cannot be accounted for in the hourly calculation

### **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 within the corporate limits of 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. Additional information not specifically requested in this RFP should be limited to no more than 5 pages.

## **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 – 25% of Total Score
- Fee – 20% 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. 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 necessary throughout the project to ensure that the project is completed successfully.

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.

Location of Firm will be based on location of the firm's office where project work will be completed. Maximum scores will be awarded for completing work within the corporate limits of the city of Muskegon.



## **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.