

# **CITY OF MUSKEGON**

# **REQUEST FOR PROPOSALS**

PROJECT NAME: Campbell Park Playground Addition

DATE OF ISSUANCE: Wednesday, January 22<sup>nd</sup> 2025

DATE PROPOSAL DUE: Thursday, February 27<sup>th</sup> 2025

ISSUING OFFICE: City of Muskegon

c/o – Parks & Recreation 1350 East Keating Avenue Muskegon, MI 49442 Tel. (231) 724-6776

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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 Kyle Karczewski at the City of Muskegon via (231) 724-6776 or via E-mail at <a href="mailto:kyle.karczewski@shorelinecity.com">kyle.karczewski@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 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			<u> </u>	
Address			_	
			<u> </u>	
			_	
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 submittal a listing of comparable playground projects and the names of any proposed sub-consultant/contractor.

#### SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope:

City of Muskegon Attn: Clerk's Office RE: Campbell Park Playground 933 Terrace Street Muskegon, MI. 49440

The envelope shall be clearly marked on the exterior denoting the name of the business submitting the proposal and the name of the particular RFP for which the proposal is offered.

The proposals shall be submitted by no later than 2:00 PM on Thursday, February 27<sup>th</sup>, 2025.

#### AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all qualifications/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 (Kyle Karczewski) 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 interested companies to propose new playground equipment for Campbell Park, 1940 Barclay St, Muskegon MI 49441. The city and community desire a new additional section of playground equipment suitable for 5-12 years with new surfaces and equipment per the Public Playground Safety Handbook, Publication #325.

The desired features should be youth specific (5-12) and not intended for adults. The project area is roughly 80 feet by 60 feet. In attachment B, the Campbell Field Master Plan, contractors can reference page 3 for examples of desired equipment. Proposal and plans must meet minimum ADA standards. Proposals should include enough detailed information about the structures so the City can make an informed decision.

The City will select the proposal determined to best fit the area, intended use and value. Proposals should be inclusive of all work including subcontracted items such as surfacing and project cleanup. **Proposals should NOT exceed \$110,000.00.** 

Bidding Contractors will be responsible for the following items of work:

- Site preparations, grading, base materials
- Playground Equipment and Installation
- Playground Surfacing
- Project finishing including topsoil and seeding of areas disturbed

City of Muskegon will host site meetings upon request to answer questions and review the project site. Requests submitted to Kyle Karczewski via email (Kyle.Karczewski@shorelinecity.com) prior to February 24<sup>th</sup> 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 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 standards, the enclosed drawings/specifications, and any additional details provided via addenda.

It is the City of Muskegon's preference that this playground will be installed by June 1<sup>st</sup> 2025. Proposals should state estimated completion date

## **BID FORM**

Total cost of materials, installation and site work	\$ TOTAL
Company Name:	
Address:	
Phone:	<del>_</del>
Email: Signature/Date:	<u> </u>
Title:	
Printed Name:	

## PLAYGROUND DESIGN CONSIDERATIONS

Questions on the desired playground elements can be submitted to Kyle Karczewski via email (<a href="kyle.karczewski@shorelinecity.com">kyle.karczewski@shorelinecity.com</a>). Questions received prior to Wednesday, February 26<sup>th</sup>, 2025 will receive a response prior to the acceptance of the RFP. Requests received after that date will receive a response pending staff availability.

### **CONTENTS OF PROPOSAL SUBMITTAL**

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

SIGNED AND COMPLETED PROPOSAL

SIGNED AND COMPLETED BID FORM

LISTING OF ANY IDENTIFIED SUBCONTRACTORS

**COPY OF ISURANCE** 

### **DESIGN RENDERINGS**

Presentation quality, site specific design renderings showing the general layout of the site from various views. Renderings should be set to convey a clear and concise conceptual layout; highlight the overall size of the playground and play elements; how the proposed design fits into the existing site; specific noteworthy features of the structure; and options for color schemes.

### **PROJECT SCHEDULE**

It is a priority of the City of Muskegon to have this project completed and functional by June 1<sup>st</sup> 2025.

## **EVALUATION**

Staff and Stakeholders will review the submitted qualifications/proposals and make a recommendation to the City Commission based on quality of product, amount of play elements, design and project timeline.

## TENTATIVE SCHEDULE

Issue RFP	January 22 <sup>nd</sup> , 2025
Proposal Due Date	February 27 <sup>th</sup> , 2025
Staff / Stakeholder Proposal Scoring	February 27 <sup>th</sup> – March 4 <sup>th</sup> , 2025
City Commission Consideration of Bids	March 11 <sup>th</sup> 2025
Notice to Proceed	March 12 <sup>th</sup> 2025
Construction Completion	June 1 <sup>st</sup> , 2025

### **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, Vendor 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. Vendor Insurance Requirements: Vendor 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 Vendor 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 Vendor 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 \$1,000,000 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 Vendor 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 \$1,000,000 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.

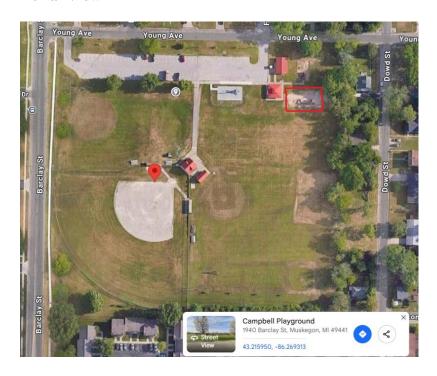
- f. Professional Liability Insurance: The Vendor shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain 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. This section is only applicable for RFP's requesting professional services (Architect, Engineer, etc...)
- 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.

# **Attachment A**

Project Vicinity Map

## **Aerial View**



## **Street View**

