

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONTRACTOR

REQUEST FOR PROPOSALS

PROJECT NAME:	Park Bathroom Improvements: Seyferth, Beukema, & McCrea
DATE OF ISSUANCE:	September 13 th , 2024
DATE PROPOSAL DUE:	October, 10 th , 2024 (by 2 p.m.)
ISSUING OFFICE:	City of Muskegon c/o Matt Schwemin Department of Public Works 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-6920 Matt.schwemin@shorelinecity.com

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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 Matt Schwemin, Park Supervisor of Public Works for the City of Muskegon at (231) 724-6920, or via E-mail at Matt.Schwemin@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.

I hereby state that I have read, understand, and agree to be bound by all of the terms of this proposal document.

Signature/Date _____

Title _____

Firm Name _____

Address _____

Telephone _____

E-Mail _____

INSTRUCTIONS TO BUSINESSES

PROPOSALS

All proposals must be submitted following the proposal format supplied 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 RFP 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
Attn: Bathroom Improvements
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 professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than 2:00 PM, Thursday, October 10th 2024.

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 firm to whom the Award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made. 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 bidder 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.

TERMS

Businesses must bid the entire project, acting as the General Contractor, responsible for the design and oversight of the entire project including, remodeling, refinishing, troubleshooting, scheduling, and completion of the punch list found in the final walkthrough.

PROJECT-SPECIFIC REQUIREMENTS

INTRODUCTION

The City of Muskegon is seeking bids for 3-bathroom furnishings. In general, the work consists of new toilets and partitions in these locations: A.E. McCrea Park, O.A. Seyferth Playfield, and Beukema Park.

Contractors will be required to obtain permits (as applicable) through the City of Muskegon Building Department (SafeBuilt), and meet all permit requirements. Fees will be waived or paid by the City.

At Beukema Park, the existing partitions are masonry block. The masonry block partitions must be removed in order to create ADA-accessible stalls and in order to make room for the new dividers.

A mandatory pre-bid meeting will be held on **Thursday September 26th at 9:30am** at Beukema Park, and will continue through each of the locations.

The project must be complete by **May 1st, 2025**.

BIDDING REQUIREMENTS

The City has a fixed budget of \$100,000 for this project. Bidders shall use the included bid form, which is prioritized in numerical order by the City's needs. Bidders shall draw a dark line under the item that brings the bidders total to \$100,000 (or under the item that brings the total closest to \$100,000 without going over). Bidders must complete the entire bid form, so that in the event the City is able to secure more funding pricing has already been established.

Any items not specifically listed in the bid form but necessary to perform the general description of the work herein, as described at the pre-bid meeting, and as required by building and trade permitting shall be considered as included in other listed items.

MATERIAL REQUIREMENTS

Partitions: Graffiti-resistant polymer panels, floor mounted/overhead braced, aluminum hardware. Scranton Products "Hiny Hiders" or City-approved equivalent.

Stools and Urinals: Wall-mounted commercial-grade porcelain.

CONTENTS OF PROPOSAL SUBMITTAL

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

- 1. Signed and Completed Proposal & Award Page
- 2. Completed Bid Form
- 3. Copy of Insurance

EVALUATION

STAFF WILL REVIEW THE SUBMITTED PROPOSALS AND MAKE A RECOMMENDATION TO THE CITY COMMISSION AND OTHER CONTROLLING ENTITIES FOR AWARD BASED ON THE CURRENT PURCHASING POLICIES OF THE CITY.TENTATIVE SCHEDULE FOR AWARD & IMPLEMENTATION

Issue RFP	September 13 th , 2024
Proposal Due Date	October 10 th , 2024 at 2 p.m
Staff Proposal Scoring.....	October 10 th – 14 th 2024
City Commission Consideration of Bids.....	October 22 nd , 2024
Start Date	Fall 2024
Project Completion	May 1 st , 2025

INSURANCE REQUIREMENTS

The Consultant 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.