

City of Muskegon Heights, Michigan

Request for Proposals and Qualifications

for Geotechnical Services at

347 Lakeshore Boulevard

Office of the City Manager

Date: 4/1/2021

City of Muskegon Heights

Geotechnical Services at 347 Lakeshore Boulevard

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SECTION 1

PROJECT OVERVIEW

Introduction

- 1.1 The City of Muskegon Heights is now accepting proposals from qualified Geotechnical Engineering consulting firms to perform a multi-phased geotechnical investigation at 347 Lakeshore Boulevard. The site is located along the south side of Lakeshore Boulevard, along the north shoreline of Mona Lake (approximately 15 acre +/-). As part of the eventual site improvements to the site that will occur at a later date, within the quotes received, the Respondent should consider that the improvements may include groundwater retention/detention aspects, subsurface groundwater drainage or hydrologic analysis, slab-on-grade structure enhancement, replacements, and existing pavement replacements.
- 1.2 The work is divided into 3 different phases. Respondents can bid for one or combination of phases. Contract can be awarded either as individual phase or combination of phases.

Scope of Work:

- 1.3 The work is divided in three phases as below:
Phase 1: Geotechnical Data Report
Phase 2: Preliminary Geotechnical Data and Interpretive Report
Phase 3: Final Geotechnical Investigation Report

Schedule:

- 1.4 The work is expected to tentatively start 10 (ten) days after execution of this contract by both parties, with duration of each phase not to exceed 2 weeks' time.

Qualification:

- 1.5 The proposing Respondent shall provide detailed descriptions of three (3) contracts which the provider has either ongoing or completed within the past five (5) years that best demonstrate the provider's experience with services similar in scope to those requested herein. Where possible, list and describe those services provided for government clients or similar size private entities.

Schedule of events:

- 1.6 Issuance of Request for Proposals – 4.1.2021
- 1.7 Written Questions due to the City – 4.7.2021 at 10:00 a.m.
- 1.8 Proposal responses due to the Respondents – 4.9.2021
- 1.9 Proposal response due to the City – 4.14.2021 at 10:00 a.m.
- 1.10 Public opening of bids – 4.19.2021 at 10:00 a.m.
- 1.11 Evaluation and Interviews of Respondents – 4.20.2021 - 4.23.2021
- 1.12 Selection of Qualified Respondent – 4.26.2021

Bids can be accepted only in hardcopies in sealed envelopes to the Office of the City Manager, 2724 Peck Street, Muskegon Heights, Michigan 49444.

Any questions can be emailed at tbell@muskegonheights.us and will be due on 4.7.2021 at 10:00 a.m.

Award of Contract:

- 1.13 The contract shall be awarded to the proposal determined by the City to be most responsive to the requirements of the services to be provided and will be solely based on City's evaluation. The City reserves the right to reject any and all proposals and to waive any and all technicalities.

END OF SECTION

SECTION 2 INSTRUCTIONS TO RESPONDENTS

Respondent Representations

- 2.1 By making this Bid, Respondent represents that he/she has read and acknowledges contents of Bid package and understands the bid documents and this Bid is made in accordance therewith.

Bid Documents

- 2.2 Respondent Shall Use Complete sets of Bid Documents In preparing Bids; The City of Muskegon Heights does not assume any responsibility for errors, omissions or misinterpretations resulting from the use of partial sets of Bid Documents.
- 2.3 Respondent shall notify The City of Muskegon Heights of all ambiguities, inconsistencies, or errors, which they may discover upon examination of the Bid Documents.
- 2.4 Any interpretations, corrections, or changes of the Bid Documents shall be made by Addendum and Bid Memorandum. Interpretations, corrections, or changes of the Bid Documents made by any other manner will not be binding. Respondents shall not rely upon such interpretations, corrections and changes.
- 2.5 Respondents can submit bids for one phase or combination of phases. In either case, proposal for each phase to be submitted separately. (Refer Section 7)
- 2.6 Contract can be awarded as an individual phase to a Respondent or combination of phases, as deemed reasonable by the City of Muskegon Heights.
- 2.7 All Blanks through the contract document shall be filled in by typewriter or manually in ink.
- 2.8 Where so indicated by the make-up of the Cost Worksheet (Section 7), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- 2.9 All interlineations, alterations or erasures shall be initialed by the signer of the Bid.
- 2.10 Each Copy of the Bid shall include the legal name of the Respondent and a Statement that the Respondent is a sole proprietor, a partnership, a corporation or some other legal entity. Each copy shall be signed by person legally authorized to bind the Respondent to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent to a contract.
- 2.11 Bids received shall abide by all documents that have been prepared for the purposes of Bid.
- 2.12 Bids will only be accepted on the full scope of work outlined by this Bid Package. To be considered, firms must submit a complete response to the RFP in the form requested. Firms not responding to items requested in the RFP or indicating exceptions to such items may have their submittals

rejected.

- 2.13 Work is expected to tentatively start 10 (ten) days after execution of this contract by both parties., with duration of each phase not exceeding 2 weeks.
- 2.14 A Bid may not be modified, withdrawn or cancelled by the Respondent after the stipulated time period and date designated for receipt of Bids, and each Respondent so agrees in submitting his Bid.

Submission of Bids

- 2.15 Response may be submitted in hard-copy enclosed in a sealed envelope and are due by 4.14.2021 at 10:00 a.m. The envelope shall be addressed to the City Manager and shall be identified with the Project name, the Respondent's name and address, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, or any other delivery system, the sealed envelopes shall be enclosed in a separate mailing envelope with the notation "Geotechnical Services at 347 Lakeshore Boulevard, Muskegon Heights" on the front.

Opening of Bids

- 2.16 Bids will be accepted in sealed envelope only. The City of Muskegon Heights will have the right to reject any or all Bids and reject a Bid not accompanied by data required by the Bid documents, or to reject a Bid, which is in any way incomplete or irregular. Bids will be opened publicly on 4.19.2021 at 10:00 a.m. at office of the City Manager, 2724 Peck Street, Muskegon Heights, Michigan 49444.

Acceptance of Bid Award

- 2.17 It is the intent of the City of Muskegon Heights to award a contract to the Respondent that provides the best value to the City. Criterial used will include, but is not limited to: ability, capacity, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses and overall capability to meet the needs of the City.
- 2.18 The contract shall be awarded to the proposal determined by the City to be most responsive to the requirements of the services to be provided and will be solely based on City's evaluation. The City reserves the right to reject any and all proposals and to waive any and all technicalities. While price is the major consideration, the City reserves the right to consider other aspects as included in above clause 2.16. The most responsive respondent will be notified by the City and a meeting to review the Bid will be held. Selected contractor must be available for this meeting to discuss their Bid prices.
- 2.19 After the Bids are received, tabulated and evaluated by the City of Muskegon Heights(M/H), the most responsive Respondent shall meet with the City of Muskegon Heights (M/H)for the purposes of determining any contact overlaps or omissions.
The City of Muskegon Heights reserves the right to reject any and all proposals, or any parts thereof, or to waive any informality or defect in any proposal if it is in the best interest of the City of

Muskegon Heights. All proposals, plans and other documents submitted shall become the property of the City of Muskegon Heights. Responses to this RFP are considered public information and are subject to discovery under the Freedom of Information Act.

The undersigned on behalf of the under named, hereby declares, warrants, represents acknowledges and/or agrees that he/she has carefully read and examined the instructions and specifications pertaining to and all disclaimers made regarding this Bid, that he /she will furnish said items with such specifications for the price set forth in this Bid, that is not a contract, that submission of a Bid creates no contractual rights on the part of the Undersigned and under named or gives them standing to challenge any decision made regarding this Bid, that if this Bid proposal is ultimately rejected or not accepted the undersigned and under named have no recourse and have, in any event, knowingly and voluntarily waived their rights, if any, thereto.

The undersigned agrees to the provisions of the Bid documents and hereby affixes authorized signatures representing (check one):

_____ An individual doing business

_____ A Partnership

_____ A Corporation

Signature(s): _____ Address: _____

Title: _____

Name of Firm: _____

Telephone #: _____

END OF SECTION

SECTION 3

GENERAL CONDITIONS OF CONTRACT

The Rights And Responsibilities of the City

- 3.1 Access to the Work: The City of Muskegon Heights representatives shall have access at all times to the work for purposes of inspection, whenever said work is in preparation or progress; and the contractor shall provide proper facilities for such access.
- 3.2 Change: City of Muskegon Heights without invalidating the contract may order the Contractor to do additional work or make changes by altering, adding to, or deducting from the work Via written Change Order signed by an authorized representative only.
- 3.3 Do Work Or Terminate: The City of Muskegon Heights may, after ten (10) days send a written notice to the contractor, take over completion of the job or terminate the Contractor's employment if the Contractor fails or refuses to furnish sufficient materials and/or workmen to execute the work properly; if the Contractor shall be adjudged bankrupt; if the Contractor should make a general assignment for the benefit of his creditor; if the Contractor should be appointed on account of the Contractor's insolvency; if the contractor should fail to make prompt payments to subcontractors; if the Contractor should persistently disregard laws, ordinances or instructions of the City Muskegon Heights or if the Contractor substantially violates any provision of the Contract. If the Contractor fails to deliver the services specified in the agreement hereof for a period of more than fourteen (14) days for any reason, excluding acts of God, strikes and work stoppages, and acts of a common enemy, the City shall have the right to terminate this contract forthwith and to secure the furnishing of said services by contract or otherwise, charging against the Contractor any excess cost incurred by the City therefore, and to pursue any and all other remedies that the City may have by virtue of any of the provisions of this contract and any and all other remedies provided by law.

The Rights and Responsibilities of the Contractors:

- 3.4 Access to Work: The contractor shall permit and facilitate observation of the work by his agents and public authorities at all times.
- 3.5 Liability of Costs: Respondents are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent negotiations with the City of Muskegon Heights, if any.
- 3.6 Insurance: The Contractor shall not commence work under this contract until he/she has obtained all insurance required by the City per below 3.7,3.8,3.9, with such insurance having been approved by City of Muskegon Heights; nor shall the Contractor allow any subcontractor to begin work on his subcontract until appropriate insurance of the subcontractor has been obtained and approved by City of Muskegon Heights.
- 3.7 Workman's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract insurance for all of his employees who will be engaged in work on the project under this contract, and in case of any such work sublet, the Contractor shall require each subcontractor similarly to provide insurance for all that subcontractor's employees who will be engaged in such work

- 3.8 Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.
- 3.9 Contractor's Public Liability and Property Damage Insurance: The Contractor shall produce and shall maintain during the life of this contract Liability Insurance in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. Contractor shall also provide a 100% performance bond at time of contract award. The City of Muskegon Heights shall be named as an additional insured. The Certificate of Insurance shall provide a 30-day notice of cancellation.
- 3.10 Contractor's insurance shall include indemnification of The City of Muskegon Heights as required in paragraph below.
- 3.11 General Liabilities: The Contractor shall indemnify and same harmless The City of Muskegon Heights and its accounts from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him, by reason of any act or omission of said Contractor, his agent or employees, in the execution of the work or in the guarding of it.
- 3.12 The Contractor shall furnish The City of Muskegon Heights with satisfactory proof of carriage of the insurance required.
- 3.13 Use of Geotechnical Engineer's Report: It is understood that the Owner and the Owner's agents will reproduce and distribute the geotechnical report without modification. The documents delivered under this agreement shall be the exclusive property of the City of Muskegon Heights.
- 3.14 Supervision: The Contractor shall maintain at all times a competent staff to provide supervision and to fully complete the job with undue delay.

Permits, Licenses and Regulations

- 3.15 Inspection and Regulations: The Contractor shall obtain and pay for all permits, licenses and inspections as required; give all notices, pay all fees, and comply in every respect with Laws, Ordinances, Rules and Regulations which apply to the job.
- 3.16 Laws and Ordinances: The Contractor shall comply with all Rulings and Requirements of all authorities, which have jurisdiction over any right of way conflict and protect The City of Muskegon Heights from damages, which arise from violations thereof. If requirements of the Contract Documents are at variance with Laws, Ordinances, Regulations or Codes, the contractor should not proceed with work, until The City of Muskegon Heights clarifies the Contractors submitted written discrepancy.

Material and Workmanship

- 3.17 Cash Allowance: The Contractor shall include in the contract sum all costs required to fully perform the work. No demands for expenses or profits other than those included In the Contract Sum shall be allowed. No additional work is to be done, unless a written Work Order is received from the City.
- 3.18 Quality, Material and Workmanship: It is intended that a high standard of workmanship shall apply.
- 3.19 Disputes: All disputes arising under this contract, except those covered by the Federal Labor Standards, whether involving law or fact or both, shall within ten (10) days of commencement of the dispute, be presented by the Contractor to The City of Muskegon Heights for decision. All papers pertaining to claims shall be filled in quadruplicate. Such notice shall state the facts in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified shall be deemed to have been waived, except that if the claim is of a continuing nature, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of Muskegon Heights of notice thereof.
- 3.20 After due investigation and consideration of each claim, The City of Muskegon Heights will reach a conclusion, and will state a decision there within. Such a decision will be in writing and will be sent to the Contractor by registered mail, return receipt requested.
- 3.21 If the Contractor does not agree with any decision of the City of Muskegon Heights(M/H), he/she shall in no case allow the dispute to delay the work, but shall promptly notify The City of Muskegon Heights of said disagreement in writing, and he may then accept the matter in question from the final release.
- 3.22 Assignment: The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the prior written consent of City of Muskegon Heights. No assignment or novation of this contract, whatsoever, shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractors rights or benefits under the contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the persons, forms or corporations rendering such labor or services or supplying such materials, tools or equipment.
- 3.23 Damages: Contractor agrees that he will sustain all losses or damages arising from the action of the elements, the nature of the work to be done under this Contract, or from any unforeseen obstructions or encumbrances on the line of the work, which may be encountered in this prosecution of the work, until the work is finally accepted.
- 3.24 The Contractor shall indemnify and save harmless the City of Muskegon Heights from any claims

for property damage or loss, personal injury or death as a result of any work conducted under this contract.

- 3.25 Respondents must fully inspect the Project Sites and Bid Documents in all particulars before submitting a bid.
- 3.26 Site visit can be scheduled by taking prior permission from the City of Muskegon Heights. Respondents to coordinate timings for visit by emailing the City.

END OF SECTION

SECTION 4

SCOPE OF WORK

Description of Work

- 4.1 Geotechnical Investigation to be carried out at 347 Lakeshore Blvd, Muskegon Heights. Site is located along south side of Lakeshore Boulevard, along the north shoreline of Mona Lake (approximately 15 acre +/-). As part of the eventual site improvements to the site that will occur at a later date, within the quotes received, the Respondent should consider that the improvements may include groundwater retention/detention aspects, subsurface groundwater drainage or hydrologic analysis, slab-on-grade structure enhancement, replacements, and existing pavement replacements.
- 4.2 The site work is proposed in three separate Phases as below:

Phase 1: Geotechnical Data Report

- a) Obtain Subsurface Information
- b) Subsurface information is required to help develop design parameters to facilitate the noted site improvements/enhancements as necessary.
- c) Investigation to provide observed groundwater conditions at the time of investigation. Groundwater information to include hydraulic permeability estimates that can be used in design of water retention/detention, as necessary.
- d) Test borings throughout the site to generally define subsurface conditions.
- e) Test borings for potential site features replacements/improvements.
- f) Assume ten test borings overall with an average depth of 20 feet.
- g) Provide two open-standpipe observation wells in two of the test borings drilled for this project. These wells will help define static groundwater levels at the site for use during design.

Phase 2: Preliminary Geotechnical Data and Interpretive Report

- a) Perform select laboratory testing including moisture content, dry density, unconfined compressive strength (cohesive samples), and grain size distribution (granular samples)
- b) Prepare preliminary Geotechnical Investigation Report that defines site subsurface conditions, and provides preliminary evaluations and recommendations pertaining to the geotechnical engineering aspects of the project.
- c) This report to include a test boring location plan and individual test boring logs.
- d) Meet with project representatives and review information for the purpose of finalizing evaluations and recommendations to be used in design.

Phase 3: Final Geotechnical Investigation Report

- a) Final report will provide finalized location plan, test boring logs, laboratory testing.
- b) Finalization of evaluations and recommendations for the geotechnical aspects of the project following Phase 2 discussions.

END OF SECTION

SECTION 5

QUALIFICATIONS & EXPERIENCE

- 5.1 The Respondent must provide a narrative describing the role of each key individual in their firm's organization that will be actively involved in the performance of the services requested herein.
- 5.2 The Respondent will provide a listing of all staff that will be engaged in this contract with their experience and educational level with respect to geotechnical investigation.
- 5.3 The Respondent to provide the number of years that the company has been in existence; describe the services the Respondent specialize in, and the primary markets served.
- 5.4 The Respondent shall provide detailed descriptions of three (3) contracts which the provider has either ongoing or completed within the past five (5) years that best demonstrate the provider's experience with services similar in scope to those requested herein. Where possible, list and describe those services provided for government clients or similar size private entities.
- 5.5 The Respondent firms failing to meet any or all of the above qualifications can be deemed as unacceptable.

END OF SECTION

SECTION 6

REFERENCES

- 6.1 The Respondent's firm must provide references for a minimum of three (3) contracts which the provider has either ongoing or completed within the past five (5) years that best demonstrate the provider's experience with services similar in scope to those requested herein.
- 6.2 The Respondent's firm shall include the contact names and titles, name of municipality/private owner, telephone numbers, email and mailing address of each reference.
- 6.3 The Respondent firms with fewer than three (3) contracts with similar services in the last five (5) years can be deemed as unacceptable.

END OF SECTION

**SECTION 7
COST WORKSHEET**

7.1 This section refers to the proposed contract fee. Respondents can bid either for one or combination of phases.

Costs are to be provided for the following specified work:

Phase	Total cost
1	

Phase	Total cost
2	

Phase	Total cost
3	

Please fill in all applicable costs and leave other sections blank.

END OF SECTION

SECTION 8

APPENDIX 1

Sealed proposals for the Geotechnical Services to be submitted at the City of Muskegon Heights, City Managers office 2724 Peck Street, Muskegon Heights, Michigan 49444 until 10:00 a.m. local time on 4.14.2021.

Contractor interviews. If deemed necessary by the City, will be conducted between 4.20.2021-4.23.2021.

Each Proposal must be accompanied by a certified check or bid bond, payable to the City of Muskegon Heights for an amount equal to ten percent (10%) of the total base bid price. Separate checks or bid bonds to be submitted for each phase that the Respondent submits a bid for. Bids shall be submitted on the forms provided by the Owner. An Insurance Acord meeting the requirements herein shall be submitted by all Respondents.

Each Respondent agrees to waive any claim it has or may have against the Owner, Architect/engineer, and their respective employees, arising out of or in connection with the administrative, evaluation, or recommendation of any bid. The City reserves the right to accept or reject any or all bids, in whole or in part, and to waive any informalities, therein when such waiver is in the interest of the City of Muskegon Heights and to award the contract to other than the low Respondent.

Bids shall remain firm for a period of one hundred and twenty (120) days.

ADDRESS ALL BIDS TO THE CITY MANAGER IN A SEALED ENVELOPE, WHICH CLEARLY STATES THE NATURE OF THE BID.

RESPONDENT: _____

(Company

Name)

(Street)

(City)

(State)

(Zip)

(Contact Person and Phone/Fax Numbers)

ATTEST: _____

Submitted by: (Signature)

(Date)

(Title)

(Print Name)

City of Muskegon Heights

ATTEST: _____
(Signature)

By: _____
(Name)

(Title)

(Date)

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF MUSKEGON HEIGHTS, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

END OF SECTION