

REQUEST FOR PROPOSALS

Issue Date: February 29, 2024

Due Date: 5:00 pm. Local time, March 28th, 2024

Project: Prime Professional Services for
Universal Access to Cheboygan River & Children’s Trail – Phase II

Owner Contact: Daniel Sabolsky, City Manager
(231)627-9931
dsabolsky@cheboygan.org
403 N. Huron
P.O. Box 39
Cheboygan, MI 49721

Purpose

The City of Cheboygan, Michigan is requesting submission of proposals from a licensed landscape architect, architect, or engineer for services as the Professional Services Contractor (PSC) to the City of Cheboygan related to the above referenced project. The Prime Professional will provide design services including development of plans, specifications, and bidding documents, assist the city in the bidding process and provide construction administration for the project.

The Prime Professional is responsible for overseeing the project through completion, including final inspection to certify that all aspects of the project were carried out satisfactorily. The project is funded in part by the Michigan Department of Natural Resources Spark Grant and by the American Rescue Plan Act of 2021 (ARPA). The role and responsibilities of a Prime Professional are defined in the [Michigan Spark Grant Project Procedures](#) handbook.

PSC must comply with applicable and related requirements including, but not limited to, the 1976 PA 453 (Elliot-Larsen Civil Rights Act); and the 1976 PA 220 (Persons with Disabilities Civil Rights Act), as amended.

Background

The City of Cheboygan was awarded a Michigan Department of Natural Resources Spark Grant to make access improvements at Major City Park and the Children's Trail. The proposed improvements include the construction of up to 5 fishing piers, matching the design of two piers completed in 2023 on the east shore of the Cheboygan River, improve access to the Children's Trail system including paving and the improvement of barrier free parking adjacent to the trail system. **A topographic survey has been completed by the City and is available to the PSC. Soil borings conducted as part of the previously constructed fishing piers, drawings of the piers, and EGLE and USACE permit information are available from the City of Cheboygan by contacting the City Manager, Daniel Sabolsky at dsabolsky@cheboygan.org or 231-627-9931 .**

The Conceptual Plan, is attached to this RFP.

Proposals

All proposals must be submitted following the format stated in this document. Proposals received after the deadline may not be considered or accepted. It is up to the respondent to ensure that their response is received. Respondents may be disqualified from consideration for non-compliance with the requirements of this RFP. The City of Cheboygan reserves the right to reject any or all proposals and ask for additional information or clarification.

Deadlines

Questions or requests for interpretation of the terms and conditions of this RFP and scope of work must be made by e-mail to Daniel Sabolsky, City Manager, at dsabolsky@cheboygan.org no later than **Tuesday March 19, 2024 at 5:00 pm**. A list of questions received with responses will be issued as an addendum and will be posted on the City of Cheboygan webpage, <https://www.cheboygan.org/> **no later than Friday, March 22, 2024 at 8:00 am**.

Proposals must be received by email, as a single pdf file, to Daniel Sabolsky, City Manager, at dsabolsky@cheboygan.org no later than **March 28th, 2024, at 5:00 pm**. All proposals received after this time will not be reviewed or considered by the City of Cheboygan.

PROJECT DESCRIPTION

Project Period. This project is funded with Federal funds. The project must be completed, and all disbursements made prior to October 31, 2026.

- Plans, specifications, and bidding documents shall be completed no later than May 31, 2024;
- Project funding, through a competitive bidding process, must be obligated into third-party contracts no later than December 31, 2024;
- Grant and project completion is October 31, 2026.

Scope of Work. The Prime Professional will work closely with the City Manager, and project partners, as appropriate, to ensure the goals and terms of the grant agreement are met. All procedures and requirements in the [Michigan Spark Grant Project Procedures](#) handbook shall be followed. The Prime Professional's responsibilities include, but are not limited to, the following:

- Development of plans, specifications, and bid (PSB) documents. The form, these documents take, depends on the scope items included in the project, their cost, whether they are constructed or purchased, and, if constructed, whether through contract, by force account labor or by volunteers;
- Responsible for overseeing construction through completion of the project;
- Conduct a final inspection to certify that all aspects of the project were constructed according to approved plans and specifications;
- Ensure permits (Federal, State and Local) required for the project are secured and the project remains in compliance;
- Ensure construction is completed to all applicable local, state, and federal codes, as amended;
- Prepare detailed, itemized cost estimates;
- Prepare project implementation schedule;
- Certify that work was completed satisfactorily according to approved plans and specifications; and
- Certify purchased/constructed items are acceptable, assembled, and installed correctly.

QUALIFICATION REQUIREMENTS

At a minimum, the Prime Professional must:

- Be a licensed landscape architect, licensed engineer, or architect with an active license in the State of Michigan;
- Have an active profile in MiGrants under their firm's organization;
- Have experience, knowledge, and expertise in the areas of compliance with the federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR Part 200; and
- Have experience, knowledge and expertise in design and construction administration of municipal parks and recreation facilities projects.

Proposals will be evaluated based on the following factors:

- Overall proposal quality;
- Cost;
- Applicable experience; and
- Familiarity with MDNR and federal grants procurement, processes, and rules.

Following staff evaluation of all responsive proposals, a recommendation will be provided to the Cheboygan City Council for final selection and award. The City will also obtain input from residents, staff, and local professionals.

PROPOSAL CONTENTS

Each proposal should include the following:

Section 1. Background

Provide information on the firm's background including:

- Name;
- Years in business;
- Organization size;
- Years providing professional services directly related to municipal parks and recreation facilities projects and grant administration;
- Federal ID number, Michigan tax ID number, if applicable, the firm's legal formation (e.g. corporation, sole proprietor, etc.) and state of incorporation, if applicable;
- Office location where work associated with this project would be performed including identification of the staff, in that office, that will be responsible for providing services to the City of Cheboygan, the year that this office was opened or acquired;
- Name of the person who will be responsible for regular communications with the City of Cheboygan, including meeting attendance; and
- A detailed description of the range of services provided by the firm.
- Listing of any subconsultants and their role on the project team.

Section 2. Experience

Provide information on the professional qualifications of the firm, expertise of the staff, and project experience of the proposed team members including:

- Design and construction administration of municipal recreation facilities projects;
- Michigan DNR grants;
- Compliance with the federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR Part 200;
- List related projects worked on within the last five (5) years, or specifically related to design and construction administration of recreation facilities and Michigan DNR grants;
- List the types of services staff members are qualified to perform, demonstrate the familiarity of staff with recreation and recreation-based planning, and give recent experience of personnel and their roles in similar projects;
- Names of any subcontractors/subconsultants who will perform work under this contract. Each proposal should include a statement as to the actual percentage of work that is proposed to be completed by subcontractors;
- A statement or disclosure of all material litigation, administrative proceedings and bankruptcy proceedings currently pending or having occurred within the past ten years directly or indirectly involving the company, regardless of cause or merit including the nature and status of each instance; and
- Certification that the organization has no listed exclusions with the General Services Administration System for Award Management (SAM).

Section 3. Proposed Scope of Work

The consultant proposal shall include but shall not be limited to:

- Clear documentation of the number of meetings proposed, indicating whether the meetings are proposed to be on-site, face-to-face, by telephone, or in a specific electronic format. The consultant shall provide agendas and meeting minutes for all project meetings, including meetings held in a virtual format. The CONSULTANT shall identify and itemize as a

reimbursable expense all reimbursable and travel expenses in the CONSULTANT Cost Proposal.

- While some project team planning meetings may be considered in the form of computer-based meetings (e.g. GoToMeetings), key review meetings shall be in person, with review information submitted electronically and in hard copy formats 14 days prior to the meetings. At a minimum 3 face to face meetings will be required including a project planning kick off meeting, one phase 50% preliminary plan review meeting, and one meeting for the 90% final plan and project manual review.
- Provide a biweekly progress summary email to the project team, briefly documenting the prior 2-week's progress by the CONSULTANT and display the initial project schedule and current schedule status.
- A graphic bar-chart/Gantt chart schedule (in weeks) indicating the CONSULTANT's proposed timeline for services based on a proposed CONSULTANT Contract start date. For scheduling purposes, assume 14 calendar days for each Owner review submission.
- The CONSULTANT will be responsible for maintaining an inclusive, transparent, and informative relation with the City of Cheboygan and the other cooperating partners.
- The CONSULTANT shall be required to maintain a complete project file of all project documentation including, but not limited to, base information, contract documents, all correspondence, all e-mails, all RFI's and answers, Field Order, and communication telephone logs. The project files shall be maintained in a hard copy format and delivered to the City of Cheboygan with the CONSULTANT final Payment Request.

Section 4. Fixed Price

Provide a fixed price for performance of all services identified in this RFP. This fixed price must remain good for 90 days.

- All data collection and testing required to verify the site condition for the proper design is to be identified in the Consultant proposal, the costs of testing are to be itemized in the Consultant Cost proposal as line-item reimbursements. The Consultant shall indicate in their proposal any testing requirements other than those identified as indicated below. The proposal reimbursable line-item costs for required services shall be identified as necessary to complete the desired project work, examples include but are not limited to:
 - EGLE/USACE permitting (including all fees as reimbursable expenses)
 - Cheboygan County SESC plan view submission and fees
 - Supplemental Topographic Survey
 - Soil borings
 - Wetland assessment

Section 5. References

Provide the names of at least three (3) and not more than five (5) professional references. Include contact information, a phone number, and email for each reference.

Section 6. Insurance Coverage

Proof of insurance that meets the City of Cheboygan insurance standards. (reference Statement of Insurance Requirements attached)

Appendices

Appendix 1. Resumes of key personnel. Identify the individual and their role in this project, education, title, related qualifications, and the date on which they joined the firm.

Appendix 2. Any other information which is relevant to this project (optional).

SIGNATURES

The Proposal must be signed by an official of the proposing organization authorized to bind the respondent to the provision of this RFP.

AWARD OF CONTRACTS/REJECTION OF PROPOSALS

The contract will be awarded to the lowest responsible and responsive offeror whose proposal meets with the City of Cheboygan's requirements for experience with similar projects, with price and other factors considered.

MISCELLANEOUS

All material submitted with or as part of the qualifications shall become the property of the City of Cheboygan and will not be returned.

No Agreement will be implied from the submission of any proposal and no obligation arising out of the proposals submitted hereunder shall be binding on the City of Cheboygan, its officers, employees, consultants, or agents unless and until duly executed by all parties and in accordance with the laws of the State of Michigan.

The City of Cheboygan will not release information submitted in response to this RFP prior to the deadline for submission of proposals. After this deadline has passed, submissions will be available in accordance with the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.

This project will be funded in part through a Michigan Spark Grant and ARPA funds, and therefore, the firm selected must agree to comply with all grant terms as well as applicable federal statutes, regulations, and executive orders as a condition of any award.

CERTIFICATION

By submitting a Proposal, the respondent certifies that it is not currently disbarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of Michigan or the federal government or any subdivision/agency thereof, and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Michigan or the federal government or any subdivision/agency thereof. Any contract between the City and a selected respondent will require an updated debarment certification.

Respondent further certifies that it has not communicated with, nor accepted anything of value from, any official or employee of the City of Cheboygan that would tend to destroy or hinder free competition.

PROJECT DEVELOPMENT SITE PLAN
UNIVERSAL ACCESS TO CHEBOYGAN RIVER & CHILDREN'S TRAIL
ARPA-0059

Legend



**PROJECT DEVELOPMENT PHOTOS AND KEY PLAN
UNIVERSAL ACCESS TO CHEBOYGAN RIVER & CHILDREN'S TRAIL
ARPA-0059**

Legend



PHOTO 1:
Looking south towards existing Children's Trailhead. Replace bark chips with asphalt/concrete pavement



PHOTO 2:
Looking southwest along existing Children's Trail bark chip pathway. Replace with asphalt/concrete pavement.



PHOTO 3:
Looking south along recently constructed accessible boardwalk for fishing pier access. Proposed new fishing piers will be at intervals along shoreline.

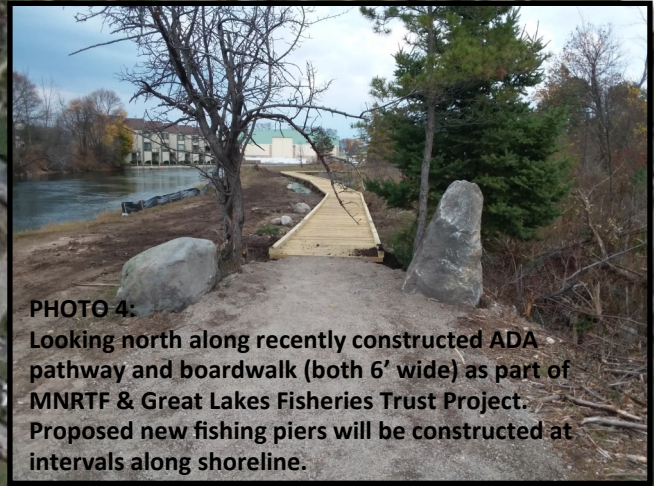


PHOTO 4:
Looking north along recently constructed ADA pathway and boardwalk (both 6' wide) as part of MNRTF & Great Lakes Fisheries Trust Project. Proposed new fishing piers will be constructed at intervals along shoreline.



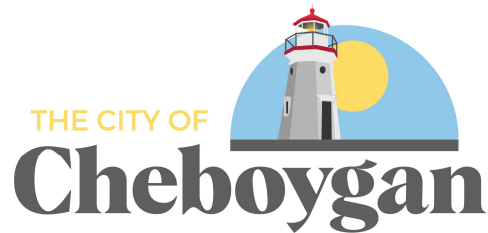
PHOTO 5:
Looking north toward fishing pier currently under construction as part of MNRTF/GLFT funded project. ADA access to pier is via pathway along right side of photo, also under construction.



PHOTO 6:
Looking west along existing bark chip Children's Trail from existing gravel parking area. Trail is proposed to be asphalt/concrete paved with 2 adjacent ADA paved parking spaces with 8' wide access aisle, typical for ADA parking



1000 ft



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Statement of Insurance Requirements for Engineers, Contractors, and Consultants

Required Insurance Coverage

1. Automobile Insurance Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, Michigan “no-fault” coverage and residual comprehensive motor vehicle liability insurance. This insurance shall protect the Vendor and the City against all claims for personal and bodily injuries to members of the public and damage to property of others arising from ownership, maintenance, loading or unloading, or use of any motor vehicles, including owned, non-owned, and hired vehicles.

The liability limits shall not be less than:

- a) Michigan Automobile Insurance Reparation Benefits (No-Fault) – statutory limits to apply;
 - b) Five Hundred Thousand Dollars (\$500,000.00) per person/One Million Dollars (\$1,000,000.00) per accident bodily injury; and
 - c) Five Hundred Thousand Dollars (\$500,000.00) per occurrence property damage; or
 - d) A combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
2. Workers’ Compensation Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, workers’ compensation insurance meeting Michigan statutory requirements and employer’s liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident or disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease.
 3. Comprehensive (Commercial) General Liability Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, comprehensive general liability insurance, written in comprehensive occurrence form and protecting Vendor and the City against all claims for personal and bodily injuries to members of the public, damage to City premises and equipment, property of others, and products and completed operations arising from any act or omission of Vendor, its officers, employees, agents, and representatives.

The liability limits shall not be less than:

- a) One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) general aggregate;
 - b) Two Million Dollars (\$2,000,000.00) aggregate for products and completed operations; and
 - c) One Million Dollars (\$1,000,000.00) for personal and advertising injury.
4. Professional Liability To the extent that services provided to the City include professional services (e.g., architectural, engineering, or the like), Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, insurance covering acts, errors, or omissions of a professional nature committed or alleged to have been committed by Vendor

and/or any subcontractor as a part of its performance under its contract with the City. Coverage shall be effective upon the date of Vendor's contract with the City and shall remain effective for a period of not less than three years after the date of final payment hereunder and shall include all prior acts related to Vendor's performance or services for or on behalf of the City. Insurance thus provided shall provide coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate.

Notice of Claims Vendor and the City shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim against either of them and shall cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to any contract between Vendor and the City.

General Insurance Requirements

Each insurance policy required by the terms of this Statement of Insurance Requirements shall comply with the provisions of this Section.

1. It shall be the responsibility of Vendor to maintain adequate insurance coverage at all times, regardless of the City's acceptance of Vendor's insurance. Failure of Vendor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
2. Each insurance policy required by the terms of Sections A.1. and A.3. of this Statement of Insurance Requirements shall name the "City of Cheboygan, a municipal corporation of the state of Michigan and all associated, affiliated, allied and subsidiary entities of City, now existing or hereafter created, and their respective officers, boards, commissions, councils, employees, agents and vendors, as their respective interests may appear" as additional insureds (herein referred to as the "Additional Insureds") providing coverage for the Additional Insureds to the same extent as provided to Vendor. Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, substantially as follows: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder." In addition, each insurance policy shall include a severability of interest endorsement covering all named insureds individually and collectively.
3. Vendor shall file with the City certificates of insurance, subject to the approval of the City. Each certificate shall state that thirty (30) days' advance written notice will be given to the City before any material modification, cancellation, or expiration of any policy covered thereby, including without limit cancellation for failure to pay premiums. Notice of policy material modification, cancellation, or expiration to the City shall be made by certified mail to:

City of Cheboygan, Michigan
403 N. Huron Street, P.O. Box 39
Cheboygan, MI 49721

The City may require Vendor to file with the City certified copies of the insurance policies required hereunder. All certificates shall list any exclusions which are non-standard within the industry as they appear on the policy.

4. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the state of Michigan or surplus line carriers listed in the State of Michigan Insurance Commissioner's approved list of surplus lines companies qualified to do business in the state of Michigan. All insurance carriers and surplus line carriers shall be rated "A" or better by A.M. Best Company.
5. As between City and/or Additional Insureds and Vendor, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by Vendor pursuant to this Contract shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to City and/or Additional Insureds on any given claim or matter. The term "policy of insurance" as applied to City/Additional Insureds shall include any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of, City/Additional Insureds, from any source, and includes any self-insured retention or deductible by, for or on behalf of City/Additional Insureds.