

Shore Management Consultant
PENTWATER LAKE IMPROVEMENT BOARD
<https://www.pentwaterlakeboard.org>

September 1, 2023

I. Introduction

The Pentwater Lake Improvement Board is seeking proposals from qualified shore management consultant/s to assist the board with the improving of the health of the lake and in developing any inland lake habitat to provide reasonable access and recreational use while still preserving the ecological integrity and protection of the natural resources or Public Trust.

The Lake Board intends to contract with a lake management consultant that possess the appropriate skills, experience, resources and reputation to provide assistance to the Board relating to the developing and managing of our lake habitat.

II. Project Background

Pentwater lake is located in sections 14, 23,24,25,26 of Pentwater Township, Oceana County, Michigan. It has a total surface area of 436 acres with a maximum depth of 50 feet. It is largely surrounded by residential properties including those of the village of Pentwater. This has left 84% of the shoreline hardened or with seawalls. It has a village owned public access with hard - surfaced ramp on the north shore. The Township of Pentwater on July 14, 1999, passed an ordinance to create a Lake Board to study and determine necessary action for the improvement of Pentwater Lake. This is as authorized by Section 30902 of part 309 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended for the improvement of conditions of Pentwater Lake.

During the first 18 years of lake management, herbicide treatment of invasive aquatic plants occurred. The last 4 years mechanical harvesting is used alongside the herbicide treatments. A 2022 fall lake shore survey was done following the questions outlined by Score the Shore Program funded by the United States Environment Protection Agency and supported by Environment Great Lakes and Energy Department of Michigan. The average Pentwater Lake score of shoreline properties was 51 of a possible 100. The Lake Board's goal is to improve the score of 51 for each and every year of the 5-year plan. Ultimately the score would reach the state lakes average of 71. The full Pentwater Score the Shore survey can be found at Cooperative Lakes Monitoring Program 2022 Data Report for Pentwater Lake, Oceana County, site ID: 640089. Additional more detailed information is available for analyzing.

The shore manager contract will be managed by the Lake Board Chairperson and the treasurer. The bid documents for the 2024- 2028 (5-year plan) have been prepared by the Lake Board Secretary and the solicitation of bids is underway with this request for proposal. The Lake Board believes by hiring a shore consultant that the greatest chance for an annual increase in our shoreline improvement can occur. The Lake Board met on July 25, 2023 and decided to request proposals from Shore management consultants for the 2024 - 2028 (5-year plan).

More background and information is available from the Pentwater Lake Improvement Board website at: <https://www.pentwaterlakeboard.org/>

III. Scope of Work

The Lake Board is seeking a shore management consultant to provide assistance in developing an improved lake shoreline by bringing the score of 51 up to the state lakes average shore score of 71 or higher. The proposed scope of services is as follows:

1. The areas of priority to be improved are the road ends owned by the township, village, and the county road commission. The shore area owned by Michigan Department of Transportation on the north side of the lake is also included in this group.
2. Engaging riparians through site demonstrations, education, coordination of project areas, and developing territorial planning.
3. Apply for grants for using shore improvements with bioengineering, rock, or wood such as trees or other structures as properly placed. Get permits to implement shore improvements with board approval.
4. Identify cooperative land owners for the following purposes:
 - a. Establish cost sharing agreements using available funds.
 - b. Plan for 5 years of shoreline improvements.

The consultant will continue to manage the contractors, assist with permitting, and prepare the technical specifications and bid documents.

IV. Proposal Content

The written proposal should focus on the project's specific needs, services to be provided and your specific approach to accomplish the work. The RFP should be presented in 8.5 x 11" format with a minimum font size of 11 and should not exceed ten (10) pages. Six copies of the proposal shall be provided, one of which shall be unbound.

The information to be included in the proposal is included in Attachment A. It is encouraged to add to your proposal any key elements that are believed to enhance the project's success and best utilize the firm's experience and expertise. The proposal should include a brief description of the firm, the staff and the firm's experience as well as the specific approach, tools and techniques that will be used to complete this work on schedule. The proposal should be concise and an authorized representative of the Consultant shall sign the proposal.

V. Selection Process

Written proposals submitted by the deadline will be evaluated by the Lake Board based upon the firm's demonstrated ability and specific approaches to best meeting the project needs, including but not limited to: understanding of the project, recent experience with this type of work, experience of the personnel assigned to this project, and compensation for services (cost).

A presentation may be required as part of the evaluation process. If a presentation is requested, then the project manager and other key team members shall represent the consultant at the presentation.

Based on the written proposal and, if necessary, oral presentation, a consulting firm that best meets the Lake Board's needs will be selected. The Lake Board will initiate an agreement with the selected consultant in terms of the submitted proposal; however, if an agreement cannot be negotiated, then another submitting consultant may be contacted.

The Lake Board reserves the right of not selecting any consultant, rejecting all proposals, or canceling the project prior to contract execution without any compensation to the selected consultant.

It is the Lake Board's intent to enter into an agreement with the selected consultant to provide services as identified under Paragraph III, "Scope of Work." The Lake Board reserves the right at its sole discretion to delete or modify any services, thereby affecting the project scope, at any time during the design process. The selected consultant will be entitled to appropriate compensation for theoretical "loss of profit."

VI. Contract Terms and Conditions

The work shall be completed under a not-to-exceed cost contract agreement.

Specific contract terms and conditions shall be negotiated with the Lake Board. It is recognized that a single firm might not offer all of the proposed services and that subconsultants may be included in the submittal. All subconsultants shall be subject to Lake Board approval. The Lake Board reserves the right to contract directly with other firms for additional services. Additionally, the Lake Board will not allow mark-up work done by an individual subconsultant if the work by that subconsultant exceeds 50 percent of the total consultant cost.

The Lake Board will not compensate for any work done pertaining to the written proposal and/or oral presentation made in response to this solicitation. The contents and commitments in the RFP shall remain firm for 90 calendar days from the submittal due date.

Insurance and Indemnification

The selected consultant will be required to incorporate the Lake Board's insurance requirements and indemnification language into the final contract, as stated herein. The Consultant shall provide the name of the insurance carrier who will provide the required coverage for this project in the proposal.

Insurance

- 1) Professional Liability/Errors and Omissions Coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) Commercial General Liability policy is the amount of \$1,000,000 combined single limit per occurrence and aggregate, including contractual liability.
- 3) Comprehensive Automobile Liability Policy to cover bodily injury and property damage arising out of ownership, maintenance or use of any motor vehicle owned, non-owned or hired vehicles in the minimum amount of \$1,000,000 combined single limit per occurrence. No fault coverage complying with statutory requirements of the State of Michigan are also required.
- 4) Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation statutes of the State of Michigan Employee's liability coverage shall be in the minimum amount of \$500,000 per occurrence.

Indemnification

The selected consultant shall agree to indemnify, defend and hold harmless the Lake Board and the Lake Board's agents, from and against any and all claims, losses, liability, damages, costs, and expenses, including, but not limited to, all reasonable fees and charges of attorneys, and other professional services, and other time and expenses incurred by the Lake Board using its own staff and all court or other dispute resolution costs that arise out of and to the extent caused by the negligent acts, errors, or omissions of the Consultant, its agent, subcontractors, or employees, regardless of whether or not such claim, loss, liability damage, cost, or expense is caused or contributed to, in part, by a part indemnified in the contract.

VII. Schedule & Project Contact Information

The following is an anticipated schedule for the RFP process. The Lake Board reserves the right to modify any part of this schedule.

RFP Release:	September 1, 2023
Proposals Due:	September 29, 2023 at 3:00 PM
Board Discussion:	November 6, 2023 at 4:00 PM

Any further questions regarding. This project should be directed to:

Joe Primozich, PLIB Chairperson. joeprimozich@gmail.com. 231-869-8681

VIII. Responses

To be considered, six copies (one unbound) of the proposal must be submitted, in a sealed envelope that is clearly marked with "Pentwater Lake - Shore Management Consultant", to the Pentwater Township Office no later than 3:00 PM, Eastern Standard Time, September 22, 2023, and shall be addressed to:

Joe Primozich, PLIB Chairperson
c/o Pentwater Township Office
500 N. Hancock Street, PO Box 512
Pentwater, Michigan 49449-0512

Attachment A PROPOSAL CONTENT

Proposals should address the elements identified below. Whenever discussing a particular team member or past project, please identify the associated consultant/subconsultant if different from the prime consultant.

The proposal shall include the following item:

Section 1: Understanding of the Project

Provide a brief statement as to your understanding of the Lake Board and the Lake Management Consultant's role. Include a short narrative description of your proposed work plan and the approach to fulfilling the requirements of the RFP. Specify methods in approaching the project to address the scope of work and discuss the proposed organization and management tools to be used.

Section 2: Related Project Experience

Indicate the experience of recent work similar to the Lake Board's proposed project. Provide descriptions and references for each project that include the project's budget and schedule of completion, delays and any other pertinent information that can be applied towards this project.

Section 3: Personnel to be assigned the Work (Project Team)

Identify the personnel to be assigned to the project along with a description of their experience and qualifications. Also, provide specific information describing the qualifications of other personnel providing administrative and technical support, if any.

Section 4: Compensation for Services (Fee)

Provide an estimate of hours necessary to complete the services outlined in the scope of work. Provide the proposed method for compensation including employee wage rates, overhead and other direct costs associated to furnishing the services quoted as lump sum, not to exceed maximum cost.

IX. Disclosure of Contents in Paragraph Form

All information provided in the RFP will be held in confidence and will not be revealed or discussed with competitors until the deadline for submission of proposals has expired. Section 13(1) (j) of the Michigan Freedom of Information Act, as amended, provides that a public body may exempt from disclosure as a public record a bid or proposal by a person to enter into a contract or agreement, until the time for the public opening of the bids or proposals, or if a public opening is not conducted, until the deadline for submission of bids or proposals has expired.