

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

Building Infrastructure Review

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date Released: May 30, 2013

REQUEST FOR PROPOSAL

BUILDING INFRASTRUCTURE REVIEW

The City of Portage invites architectural firms to submit a proposal to provide professional services to perform preventive maintenance and building condition reviews for seven publicly owned buildings, including City Hall, Public Safety, DPS Building, Senior Center, Central Fire Station, and Fire Stations #2 & #3. The purpose of the review will be to identify and prioritize immediate and long-term maintenance needs of the buildings so as to implement prudent preventive maintenance designed to get the maximum use and life from these publicly owned buildings.

The reviews are to be performed in a similar manner as the successful reviews performed in 2007. A copy of one of the sample 2007 reports is available upon request.

Proposals are due by 3:00 p.m., Friday, June 14, 2013.

Pre-Proposal Meeting

A non-mandatory pre-proposal meeting is scheduled for Friday, June 7, 2013 at 10:00 a.m in Conference Room 1 of Portage City Hall. After the pre-proposal meeting, interested firms will be given the opportunity to walk through the buildings with a city staff member.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website www.portagemi.gov. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding the work, please contact William Deming, Director of Parks, Recreation, and Public Services. For questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534.

REQUEST FOR PROPOSAL
BUILDING INFRASTRUCTURE REVIEW

The City of Portage invites architectural and engineering firms to submit a proposal to provide professional services to perform building condition and preventative maintenance reviews for seven publicly owned buildings, including City Hall, Public Safety Building, DPS Building, Senior Center, Central Fire Station, and Fire Stations #2 & #3. The purpose of the review will be to identify and prioritize immediate and long-term maintenance needs of the buildings so as to implement prudent preventive maintenance designed to get the maximum use and life from these publicly owned buildings.

Proposals are due by 3:00 p.m., Friday, June 14, 2013.
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Inclusive in each of the reviews will be the following general evaluation criteria:

Building Roof Service provider will physically inspect the roof areas of each building by examining the current condition of the roof. This review will identify short-term solutions and immediate needs, as well as a projection for when the roof should be budgeted for major repair or replacement. Flat roof areas will be examined for water puddling and potential leaks with solutions suggested.

HVAC and Mechanical/Electrical Systems The HVAC and mechanical/electrical systems of each building will be reviewed to include an examination of potential preventive maintenance that can be undertaken to further improve the life of heating and air conditioning, mechanical and electrical equipment. This review will identify short term solutions and immediate needs, as well as a projection for when equipment should be budgeted for major repair or replacement.

Floors, Ceilings, and Wall Finishes and Windows Each building will be reviewed regarding recommended preventive measures to extend the life of the finishes. A recommendation for the timely replacement of carpeting, ceiling tile, and other significant expense items (such as replacement of lighting bulbs and fixtures) will be provided and prioritized so that building maintenance decisions can be scheduled.

Energy Conservation Evaluate each building for potential energy savings relative to infrared scans, area motion sensors, insulation requirements and energy considerations.

Examination of Building Plans and Specifications The firm will review existing plans and specifications provided by the city to assist in developing recommendations.

Building Examination With the exception of the building roofing, normal and routine walk-through inspections shall be used in evaluating buildings. In the case of the roof, care must be taken to perform necessary inspection to identify roof repairs and recommendations. This may require physically walking the roof of one or more buildings.

Buildings to be Inspected The buildings to be inspected will include:

Phase One

1. City Hall, 7900 South Westnedge Avenue
2. Public Safety Building, 7810 Shaver Road
3. DPS Building, 7719 South Westnedge Avenue
4. Senior Center, 320 Library Lane
5. Central Fire Station, 7830 Shaver Road
6. Fire Station #2, 6101 Oakland Drive
7. Fire Station #3, 8600 South Sprinkle Road

Phase Two

1. Celery Flats Interpretive Center
2. Stuart Manor
3. One-Room Schoolhouse
4. Grain Elevator
5. Hayloft Theatre

Inspection to be Performed The firm shall use inspection practices consistent with the industry in providing a comprehensive maintenance review with recommendations and priorities determined individually for each of the seven buildings. A cost estimate for each recommendation shall also be provided so budgeting decisions can be developed using the study.

Qualifications The firm shall demonstrate the necessary experience and background to perform the job. The firm shall provide a licensed professional engineer or architect as project manager.

Cost Proposal The proposal shall be presented in a lump sum format with a cost for each building to be inspected. Expenses and sub-contracted services, if any, shall also be identified.

Timing Phase One reviews and written reports are to be completed by August 30, 2013. Phase Two reviews and written reports are to be completed by September 30, 2013. Expected contract award will be July 9, 2013.

Square Footage

Listed below are approximate total square footage for the buildings being reviewed. The approximate square footage figures should be used for reference purposes only. Floor plans are attached for City Hall, Public Safety, DPS, Senior Center and Fire Stations.

City Hall	27,500 square feet
Public Safety	29,200 square feet

DPS Building ¹	33,300 square feet
Senior Center	7,200 square feet
Central Fire Station	17,350 square feet
Fire Station #2	7,050 square feet
Fire Station #3	7,710 square feet
Celery Flats Interpretive Center	1,650 square feet
Stuart Manor	2,500 square feet
One-Room Schoolhouse	650 square feet
Grain Elevator	1,500 square feet
Hayloft Theatre	2,350 square feet

¹ The outlying DPS storage buildings are not included as part of the square footage or building value figures. These unconnected, outlying buildings will not be part of the building review.

Building Values

Listed below are estimated building values compiled by the City Assessor. The estimated values should be used for reference purposes only.

City Hall	\$3,970,000
Public Safety Building	\$5,545,000
DPS Building	\$2,975,000
Senior Center	\$1,181,000
Central Fire Station	\$2,620,000
Fire Station #2	\$1,062,000
Fire Station #3	\$1,147,000
Celery Flats Interpretive Center	\$204,000
Stuart Manor	\$383,000
One-Room Schoolhouse	\$80,800
Grain Elevator	\$162,000
Hayloft Theatre	\$300,000

Insurance The successful Firm agrees to provide insurance as outlined below:

1. Worker’s Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Worker’s Compensation Act.
2. Comprehensive General Liability Insurance:
 - Bodily Injury - at least \$1,000,000/occurrence
 - Property Damage - at least \$1,000,000/occurrence
 - Personal Injury - at least \$1,000,000/occurrence

3. Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$1,000,000/occurrence.
4. Motor Vehicle Liability Insurance:
Bodily Injury - at least \$1,000,000/occurrence
Property Damage - at least \$1,000,000/occurrence
Personal Injury - at least \$1,000,000/occurrence
5. THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES, SHALL BE INCLUDED AS ADDITIONALLY NAMED INSURED WITH RESPECT TO ALL LIABILITY POLICIES HEREIN (WITH THE EXCEPTION OF PROFESSIONAL LIABILITY AND WORKER'S COMPENSATION COVERAGE) WHICH SHALL BE INDICATED ON ALL APPLICABLE CERTIFICATES OF INSURANCE.
6. The insurance Certificates indicated above shall carry a written notice of cancellation and shall be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.
7. It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.
8. The Firm shall defend, indemnify and hold harmless the City of Portage, its employees, elected officials, departments, agents, boards, commissions, City Council Members, and volunteers against and from all claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings, orders, and decrees of every nature and description arising out of, or resulting from performance or non-performance of the work of the Firm as specified.

The successful Firm agrees to provide insurance including workers compensation, comprehensive general liability, professional liability, and motor vehicle liability insurance coverage.

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES, SHALL BE INCLUDED AS ADDITIONALLY NAMED INSURED WITH RESPECT TO ALL LIABILITY POLICIES HEREIN (WITH THE EXCEPTION OF PROFESSIONAL LIABILITY AND WORKER'S COMPENSATION COVERAGE) WHICH SHALL BE INDICATED ON ALL APPLICABLE CERTIFICATES OF INSURANCE.

The insurance Certificates indicated above shall carry a 30 day notice of cancellation and shall be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.

It shall be the responsibility of the Firm to ensure that each subcontractor utilized by the Firm (if any) provides evidence that each subcontractor carries insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

The firm shall specify on the project sheet the amount of coverage provided by the firm. A Certificate of Insurance meeting the above requirements shall be provided by the firm after award of the contract, but prior to any work on the contract is performed.

Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers’ compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor’s own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor’s proper protection in the prosecution of the work.

PROJECT INFORMATION SHEET -- Responsive proposals must include a fully executed interested party information sheet located in the document proposal. This document is self explanatory.

CONCEPT STATEMENT -- After fully evaluating proposal requirements and the project description, each Firm shall develop a concept statement that will describe the proposed method for project implementation. The City will use the concept statement to determine the degree of understanding of the project, evaluate methodology proposed and compare feasibility of the methods proposed in evaluating proposals received. The concept statement should be limited to three 8-1/2 “ x 11” page(s) to be double spaced for each of the three separate work projects.

RESPONSIVE PROPOSALS

- At a minimum, responsive proposals shall include the following:
- A project information sheet in format provided in the Request for Proposal package (2 copies)
- A project concept statement (2 copies)
- A proposal cost summary page in format provided in the Request for Proposal package (2 copies).
- Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the offerer’s lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

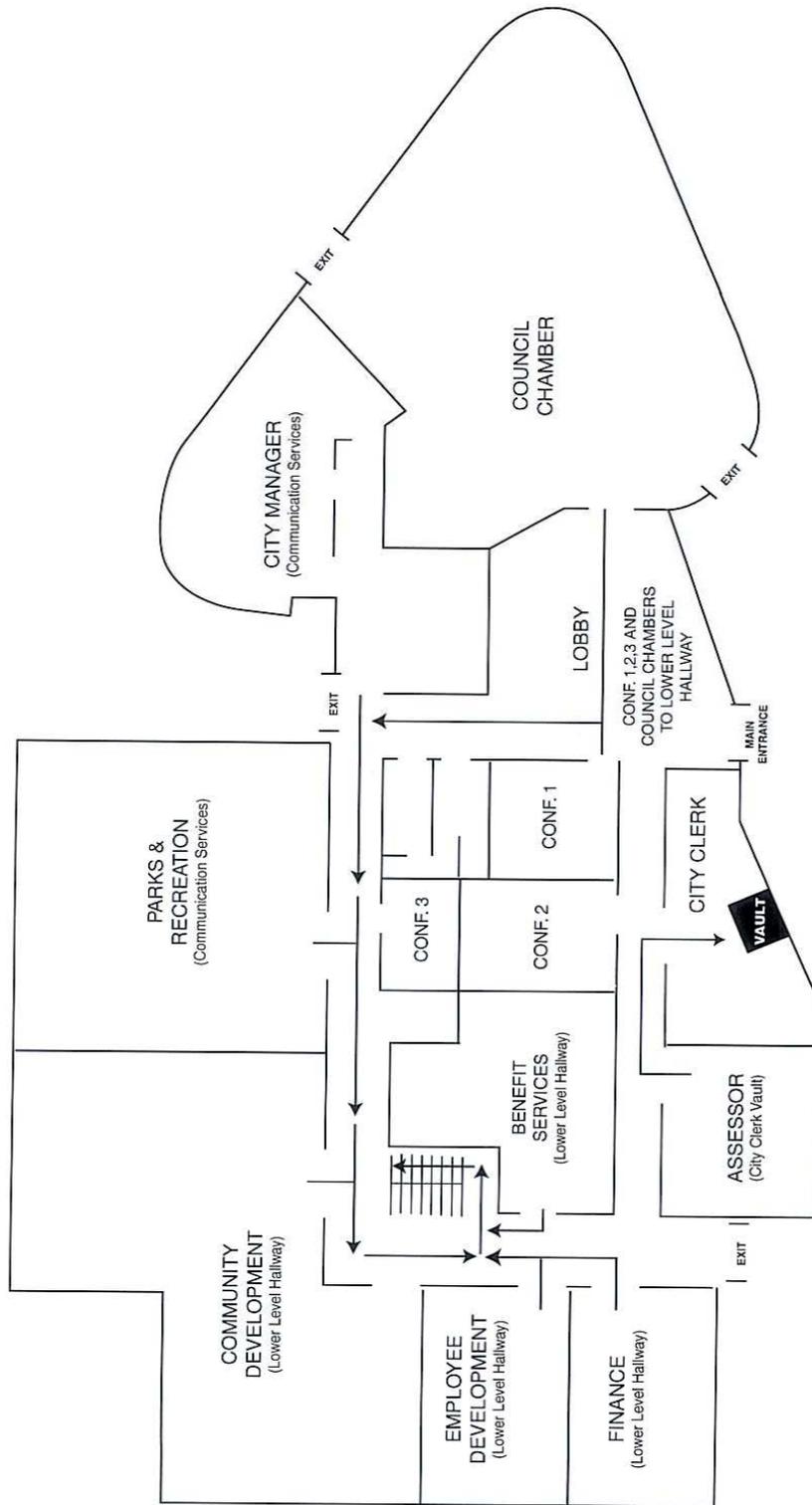
AWARD CRITERIA

- Project Cost.
- Responsiveness to Request for Proposal specifications.
- Qualifications of Firm
- Qualifications and experience of the staff to be assigned to the project.
- References.
- Demonstrated capability to perform the type of work requested.

- Understanding of project requirement including the estimated number of hours of work.
- Professional creativity including proposal preparation and presentation.
- Scope of services to be provided.
- Timeliness of services to be provided.

Regretfully, the number and quality of proposals received may logistically prohibit the possibility of providing every Firm with the opportunity to make a formal presentation. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal presentation.

No contract is created until it is executed by all parties.

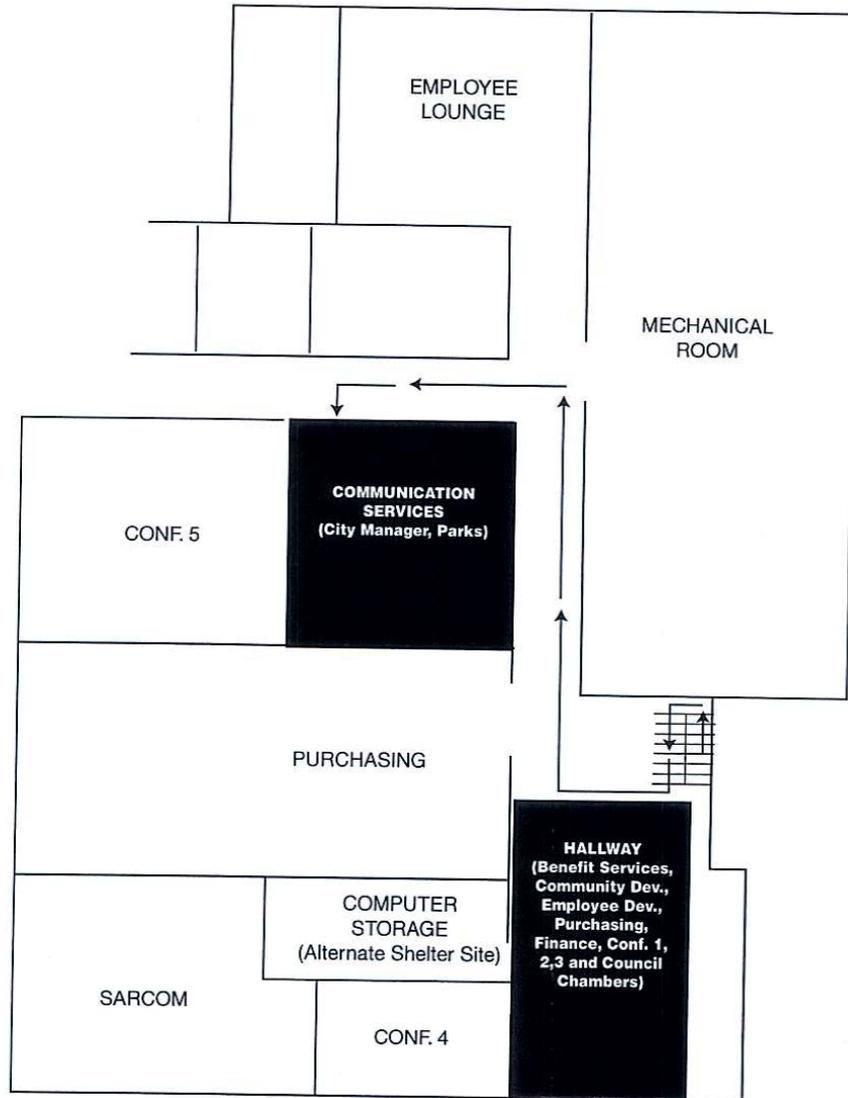


**CITY HALL
MAIN FLOOR**

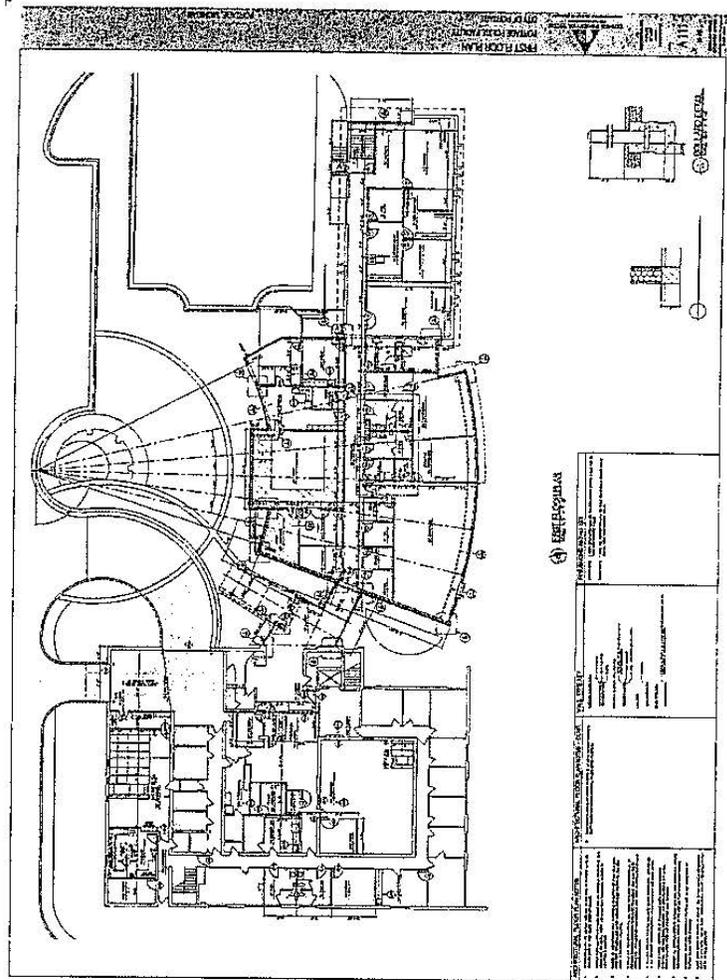
TORNADO SHELTER: PROCEED TO SHADED AREA AS DESIGNATED

**IN CASE OF FIRE: SEEK NEAREST EXIT
*** DO NOT USE ELEVATOR *****

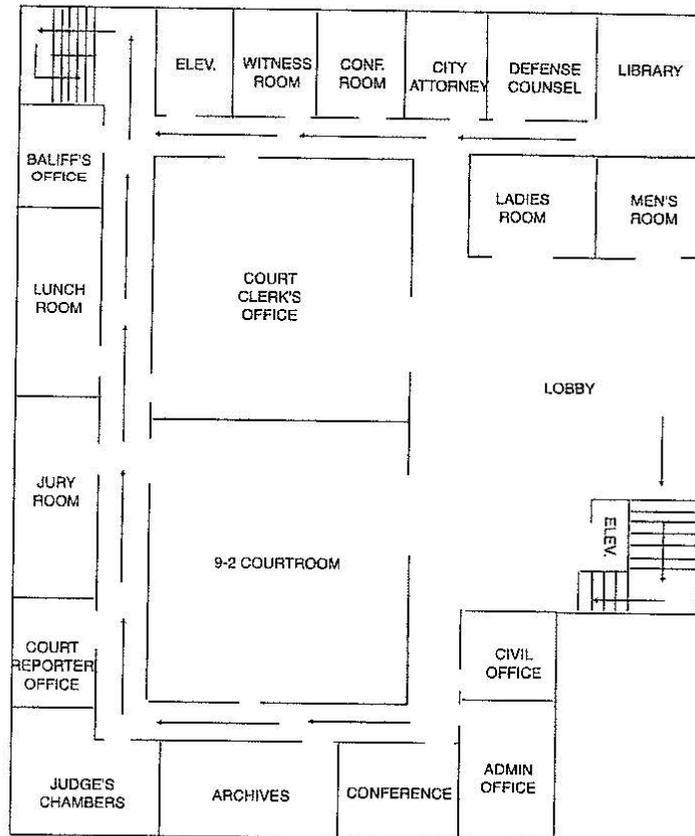
TORNADO SHELTER
PROCEED TO LOWER LEVEL VIA STAIRWAY
***** DO NOT USE ELEVATOR *****



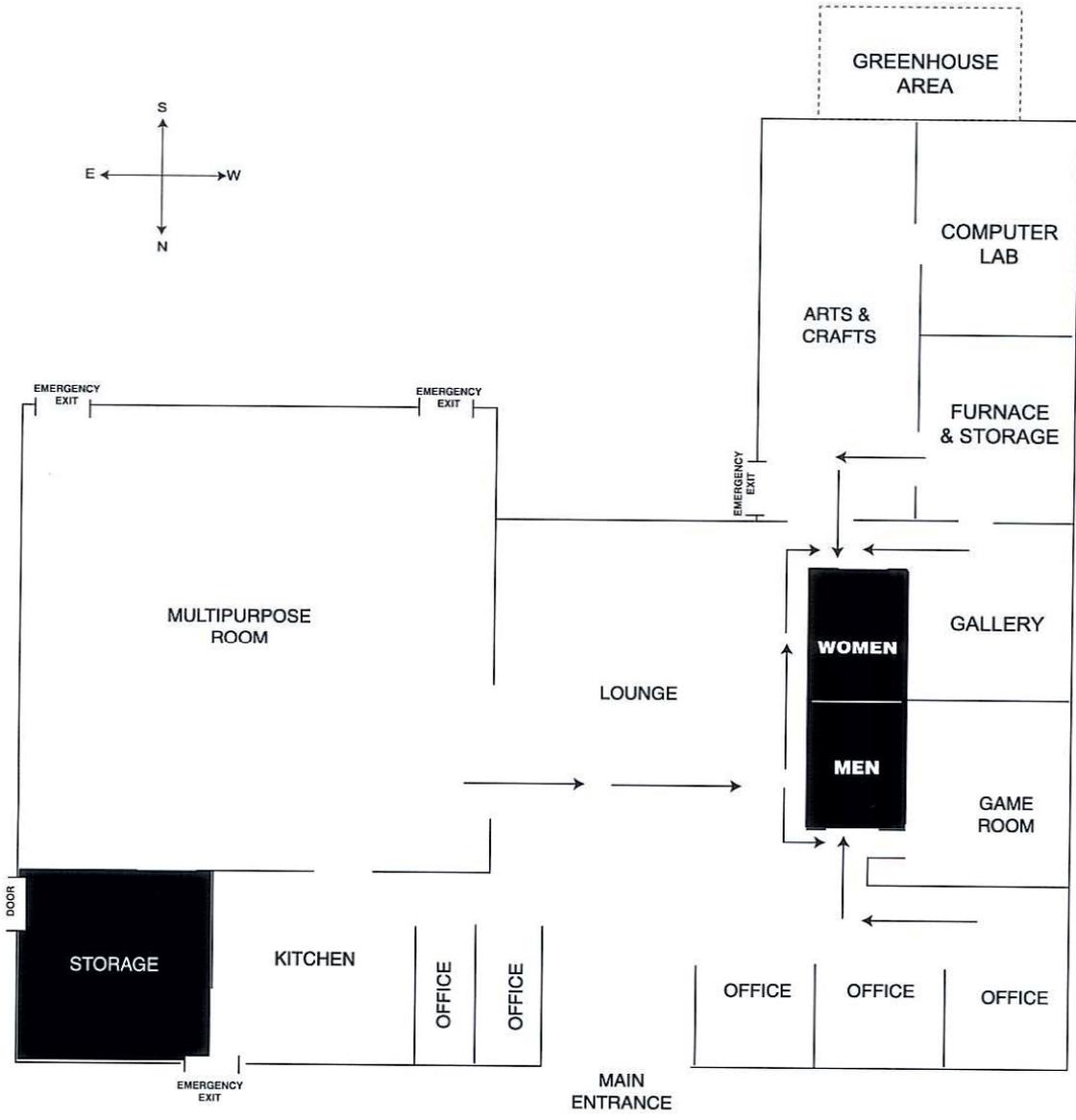
CITY HALL
LOWER LEVEL



PUBLIC SAFETY BUILDING
7810 SHAVER RD.

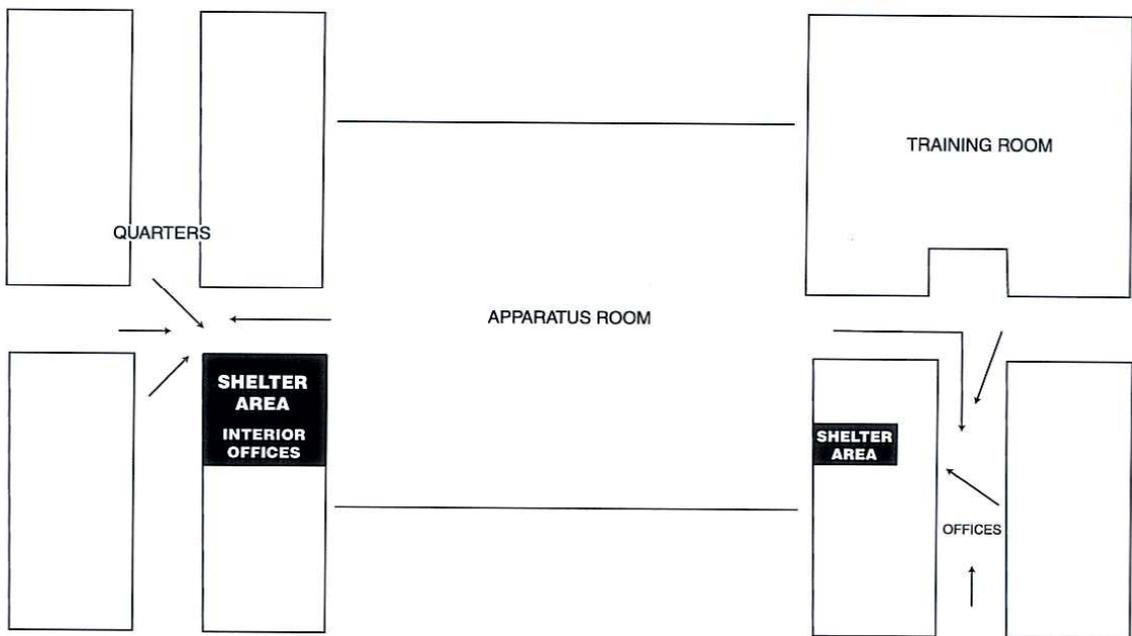


PUBLIC SAFETY BUILDING
UPPER LEVEL

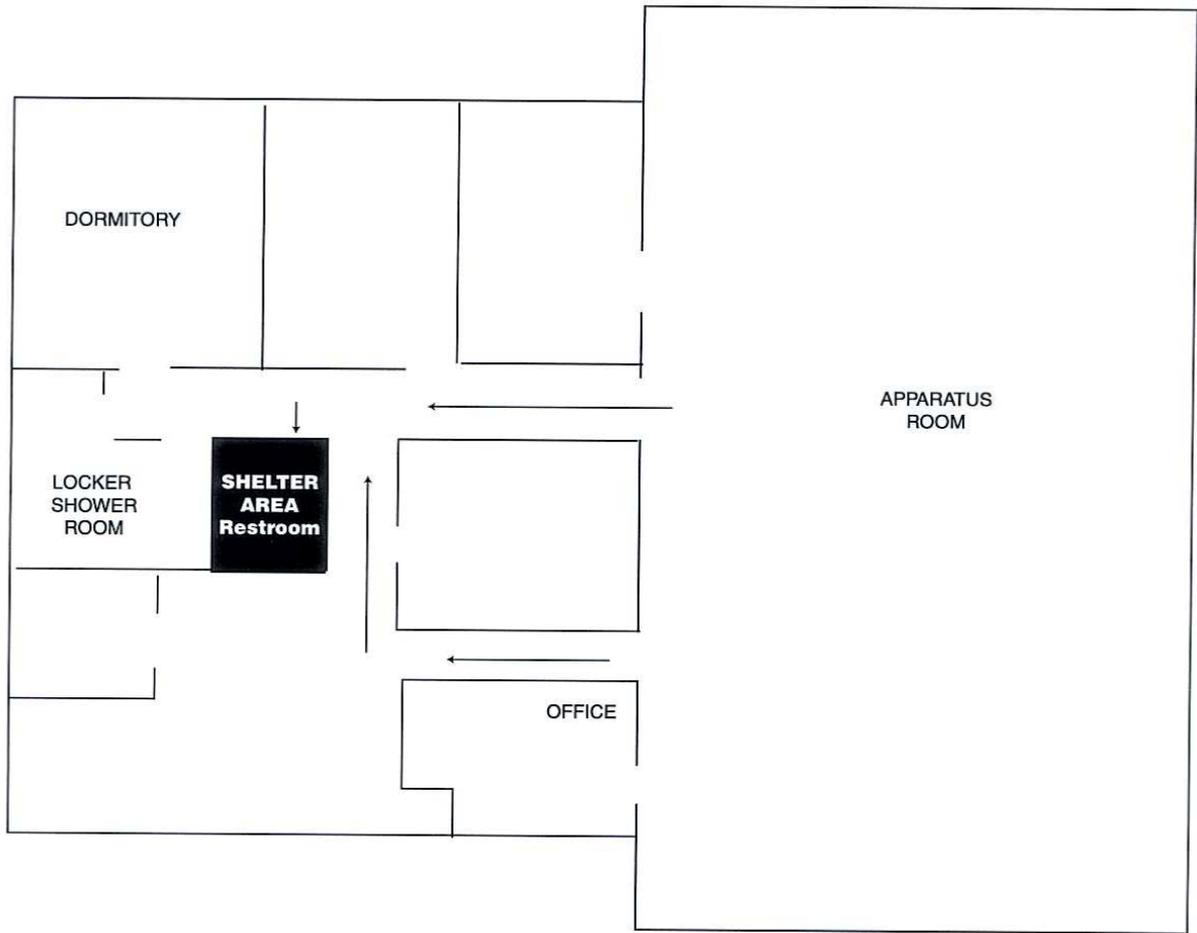


SENIOR CENTER

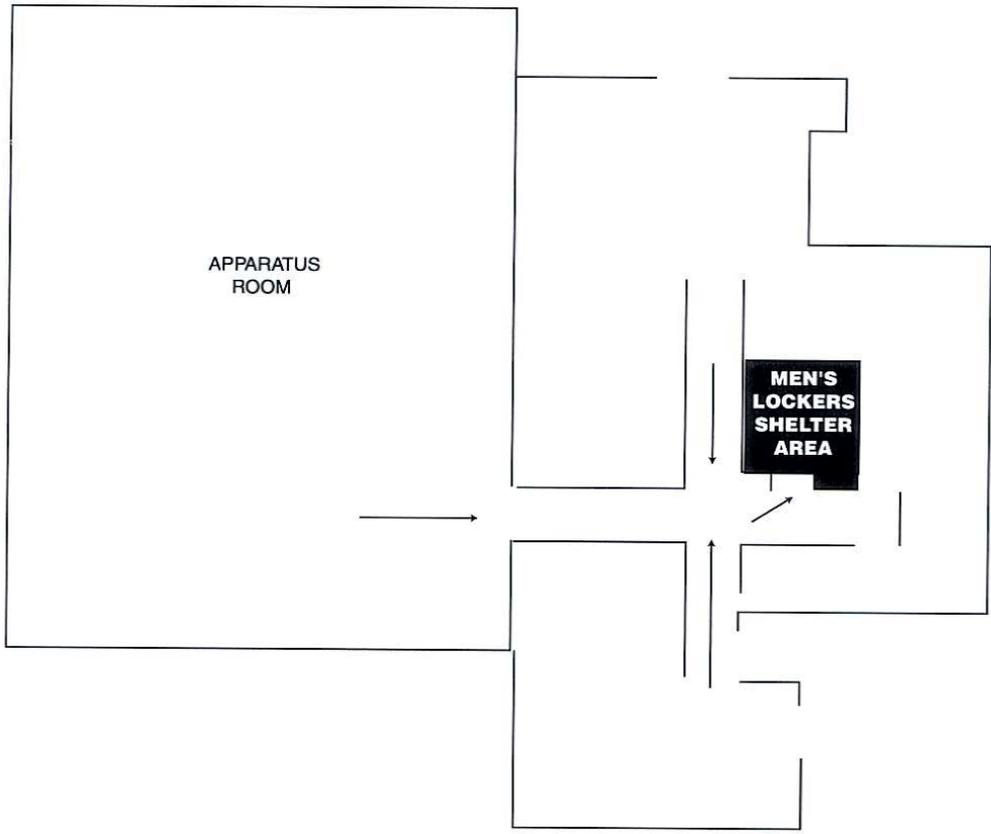
TORNADO SHELTER: PROCEED TO SHADED AREAS (RESTROOMS & STORAGE)
 IN CASE OF FIRE SEEK NEAREST EXIT



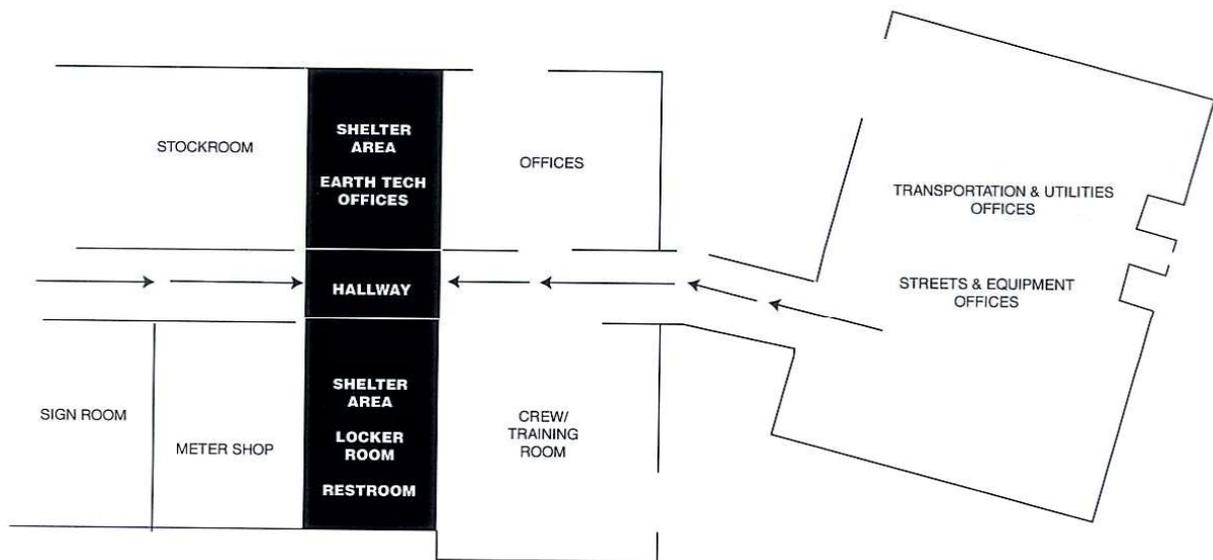
FIRE STATION #1



FIRE STATION #2



FIRE STATION #3



DPS FACILITIES

REQUEST FOR PROPOSAL
COST SUMMARY

I propose to perform preventive maintenance and building condition reviews in accordance with the evaluation criteria at the following cost per building.

PHASE ONE

- 1. City Hall \$ _____
- 2. Public Safety \$ _____
- 3. DPS Building \$ _____
- 4. Senior Center \$ _____
- 5. Central Fire Station \$ _____
- 6. Fire Station #2 \$ _____
- 7. Fire Station #3 \$ _____

- SUBTOTAL \$ _____

PHASE TWO

- 1. Celery Flats Interpretive Center \$ _____
- 2. Stuart Manor \$ _____
- 3. One-Room Schoolhouse \$ _____
- 4. Grain Elevator \$ _____
- 5. Hayloft Theatre \$ _____

- SUBTOTAL \$ _____

- TOTAL FOR ALL BUILDINGS** \$ _____

I hereby state that I have read, understand and agree to be bound by the terms of Request for Proposal Document.

FIRM: _____

BY: _____ DATE: _____
Signature

BY: _____
Print or Type

POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CITY OF PORTAGE PROJECT INFORMATION SHEET

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

1.1 Please indicate the response that best describes your business:

Sole Proprietor Partnership Corporation

Other (please explain) _____

1.2 Firm Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

1.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under the current Firm name for the duration of the project?

Yes No

If yes, please explain (use additional Page)

1.4 Is your Firm up for sale? Yes No

If yes, please explain (use additional page).

1.5 Primary staff to be assigned to the project:

Owner/Partner: _____

Project Supervisor: _____

Principal Professional(s): _____

Other Significant Technicians and Employees to be Assigned:

Please provide resume for Project Supervisor and principal professionals to be assigned at time of proposal submission for personnel listed above.

1.6 Estimated project hours of work reflected in the total project proposal are as follows

1.6.1 Owner/Partner: _____ hours

1.6.2 Professionals: _____ hours

1.6.3 Technicians: _____ hours

1.6.4 Clericals: _____ hours

1.6.5 Others (Please Identify)

_____ hours

_____ hours

1.7 Experience: Please indicate below the experience of the individuals listed in Item 1.5 from your Firm pertaining to the specific type of work listed. Please restrict projects listed to those projects performed by the individuals identified for the Portage project. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the project would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your Firm. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

1.7.1 Please list professional service projects similar to work requested for this project where staff identified in Section 1.5 have provided professional services.

<u>Name of Unit/ Company</u>	<u>Project Contact Person</u>	<u>Phone</u>	<u>Self Evaluation</u>
A			
B.			
C.			

(If more than three projects have been performed, please list the top three that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

1.8 Attach a fee schedule for the following personnel:

1.8.1 Owner/Partner: \$ _____/hour

1.8.2 Professionals: \$ _____ /hour

1.8.3 Technicians: \$ _____ /hour

1.8.4 Clericals: \$ _____ /hour

1.8.5 Others (Please Identify)

_____ \$ _____ /hour

_____ \$ _____ /hour

Rates quoted should be inclusive of all expenses including, but not limited to personnel services, fringe benefits, overhead, and profit required by the Firm.

1.8.6 Please list any expense rates that may apply to extra work. If no expense rates are indicated, no expenses will be allowed. Expenses and Charge Back Rates:

1.9 A project Information Sheet (2 copies), and Project Concept Statement (2 copies), and a Request for Proposal Cost Page (2 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

____ Yes ____ No If answer is no, please explain.

1.10 The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid? ____ Yes ____ No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 1.2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: _____

BY: _____
(Signature)

NAME: _____
(Please Print

POSITION: _____

TELEPHONE: _____

DRAFT CONTRACT AGREEMENT

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE

CONTRACT

THIS CONTRACT made the _____ day of _____, 2013, by and between _____, hereinafter called the “Firm,” and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the “City.”

WITNESSETH, THAT the Firm and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Firm shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the Building Infrastructure Review all in strict accordance with the Request for Proposal, including any and all addenda, which are made a part of this contract, and in strict compliance with the Firm’s proposal and other contract documents herein mentioned which are a part of this contract; and the Firm shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Firm further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Firm’s proposal (or bid) as filed with the City on the _____ day of _____, 2013, the sum of which shall be,

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Request for Proposal and the requirements under them. Payments are to be made to the Firm in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. City of Portage Contract Conditions and Specifications
3. Request for Proposal
4. Firm's Proposal

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

FIRM

Witness:

By: _____
Signature

Print name and Title

Print Name and Title

CITY OF PORTAGE

Witness:

By: _____
Maurice S. Evans, City Manager

Approved as to Form:

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. **If the contractor is a corporation, the following certificate must be executed:**

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a
corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. I certify that the contract between the City of Portage
and _____, Inc. was validly executed on behalf of the
print or type name of corporation
corporation by _____ who was then the _____
print or type name print or type name of title
of said corporation and has the authority to bind the corporation to the contractual agreements
pursuant to the authority of its governing body and by-laws and is within the scope of its corporate
powers.

Print or type name of corporation

Dated: _____, 20____ By: _____
Its: _____

B. **If contractor is an LLC, the following certificate must be executed:**

I, _____, certify that I am a member of the
print or type name
Limited liability company named as Contractor in the contract and that such LLC is in good
standing in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. I certify that the contract between the City
of Portage and _____ LLC was validly executed on behalf
print or type name of LLC
of the LLC by _____ who was then a member of said
print or type name
LLC and has the authority to bind the LLC to contractual agreements and that such contract is
within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____
Its: _____

